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Mr. David Waddell
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243

Dear Mr. Waddell:

Enclosed for filing is the original and thirteen (13) copies of the Petition for Arbitration of IDS Telcom, LLC ("IDS"), with BellSouth Telecommunications, Inc. ("BellSouth"), pursuant to Section 252(b) of the Communications Act of 1934 ("Act"). Copies of the enclosed are being provided to counsel for BellSouth. Also please find enclosed a check in the amount of $25.00 for the applicable filing fee.

Several substantive issues raised by IDS have been satisfactorily resolved during the course of negotiations with BellSouth, however, there remain eleven unresolved issues between the two parties that form the basis for the attached Petition for Arbitration.

The following is a list of the unresolved issues and the action IDS requests the TRA to take:

Issue A: Should BellSouth be allowed to use the interconnection agreement to limit its liability for negligent acts, and require indemnification from IDS for BellSouth's negligent acts that cause harm to IDS customers? IDS asks the TRA to find that BellSouth should not be permitted to use the interconnection agreement to limit its liability for negligent acts, and that BellSouth should not be permitted to require indemnification from IDS for BellSouth's negligent acts that cause harm to IDS customers.

Issue B: Should BellSouth be allowed to prohibit IDS from identifying BellSouth as the underlying source of services provided by IDS, in discussions between IDS and customers or potential customers? IDS asks the TRA to support a requirement that the interconnection agreement must include provisions which make it permissible for IDS to provide information to consumers, either directly or upon request, disclosing the fact that BellSouth is the underlying source of some of the services provided by IDS.

Issue C: Should BellSouth be required to include in the interconnection agreement provisions for the alternate resolution of disputes between the parties, which would include inter-company escalation provisions if good faith negotiations are not successful in resolving disputes arising under the agreement? IDS asks the TRA to require that the interconnection agreement include provisions for the alternate resolution of disputes between the two parties, including inter-company escalation mechanisms.

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Issue D: Should BellSouth be required to provide combined network elements that are ordinarily combined in the BellSouth network even if those combined network elements were not already combined at the particular location at which the network elements are requested by IDS? IDS asks the TRA to require BellSouth to provide combined network elements to IDS if those network elements are ordinarily combined in the BellSouth network.

Issue E: Should BellSouth be allowed to restrict the way in which two competitive LECs provide services over the same loop, by imposing the rule that BellSouth will deliver a loop and a port to the collocation space of either LEC only in those situations where the loop and port are stand alone network elements, but will not support line sharing in situations in which the competitive LECs are using UNE-P combinations? IDS asks the TRA to prohibit BellSouth from restricting the way in which two competitive LECs provide services over the same loop by barring BellSouth from imposing the rules described in the preceding sentence.

Issue F: If IDS is unable to order combined network elements such as EEL combinations (when electronic ordering is available) or UNE-P combinations because of failures in BellSouth's electronic ordering systems, should Bellsouth be required to accept such orders on a resale or special access basis (as appropriate) and charge IDS the lower rates for EEL and UNE-P combinations? If IDS is unable to order combined network elements such as EEL combinations (when electronic ordering is available) or UNE-P combinations because of failures in BellSouth's electronic ordering systems, IDS asks the TRA to require BellSouth to accept orders from IDS as requests for resale or special access services and charge IDS the lower rates for EEL and UNE-P combinations.

Issue G: In circumstances where IDS has requested an EEL combination but BellSouth is unable to provision that combination, should BellSouth be required to provide an equivalent special access service to IDS at the same rate as the EEL combination that BellSouth was unable to provision? Also, should BellSouth be required to convert IDS customers to the EEL combination and waive all conversion charges? If BellSouth is unable to provision EEL combinations to IDS, IDS asks the TRA to require BellSouth to provision IDS with an equivalent special access service until such time that BellSouth is able to provision the EEL combination as originally requested. At the time that BellSouth is capable of converting IDS customers to EEL combinations, IDS asks the TRA to require BellSouth to convert IDS customers and waive all conversion charges.

Issue H: Should BellSouth be required to render bills to IDS within one year of providing services to IDS, except when meet point billing is involved or charges are incorrectly billed due to errors in or omission of customer provided data? If BellSouth renders a bill to IDS for services provided more than 30 days prior to the rendering of the bill, should BellSouth be required to give IDS the option of paying the bill in equal, interest-free monthly installments over a six-month period? IDS asks the TRA to require BellSouth to issue bills within one year of rendering the services, except in circumstances that are specifically described in the agreement. Additionally, the TRA should require BellSouth to give IDS the option of paying bills in equal installments over six months, on an interest-free basis, if the bills cover periods of service occurring more than 30 days before BellSouth issues the bill.

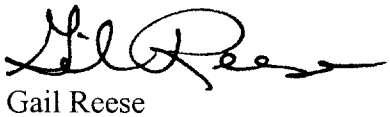
Issue I: Before BellSouth discontinues services to IDS, should BellSouth be required to make commercially reasonable efforts to work with IDS to avoid the suspension or termination of service? In providing that it will have authority to suspend or terminate service for nonpayment of undisputed amounts, should BellSouth be permitted to include provisions in the agreement that narrowly define what constitutes a bona fide dispute over amounts owed by IDS? IDS asks the TRA to require BellSouth to include provisions in the interconnection agreement that would necessitate BellSouth to agree, prior to suspending or terminating service, to use commercially reasonable efforts to work with IDS to avoid the suspension or termination. Additionally, IDS asks the TRA to require BellSouth to include provisions in the agreement that narrowly define what constitutes a bona fide dispute over amounts owed by IDS.

Issue J: Should BellSouth be allowed to require IDS to submit to BellSouth for approval certain advertising material relating to the interconnection agreement? IDS asks the TRA to prohibit any provision in the agreement requiring IDS to submit its advertising material to BellSouth for prior approval.

Issue K: In connection with its provision of unbundled local circuit switching, should BellSouth be required, for billing purposes, to re-rate as local calls any calls that originate and terminate in an extended local calling area, and that cannot initially be identified as a local calls by BellSouth's switching facilities? IDS asks the TRA to require BellSouth to add a provision to the interconnection agreement that states in extended local calling areas that do not have translations that enable the switch to route calls through the network in a manner that enables the calls to be identified as local calls, BellSouth will re-rate all such calls as local calls prior to billing.

In light of the fact that eleven disputed issues remain between IDS and BellSouth, IDS requests that the TRA initiate an arbitration proceeding in accordance with section 252 of the Act and enter an award in favor of IDS with respect to the issues in disagreement.

Respectfully submitted,



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Attachments

WYATT, TARRANT & COMBS, LLP

cc: Guy Hicks
General Counsel
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Nashville, Tennessee 37201

Before the
TENNESSEE REGULATORY AUTHORITY

In the Matter of PETITION FOR ARBITRATION OF IDS TELCOM, LLC, PURSUANT TO SECTION 252(b) OF THE COMMUNICATIONS ACT OF 1934	DOCKET NO. 01-00010

PETITION FOR ARBITRATION of IDS TELCOM, LLC

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January 5, 2001

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Exhibit 1 — Letter from Beth Shiroishi, BellSouth, to Keith Kramer, IDS, July 25, 2000, "Request that IDS Long Distance, Inc., engage in negotiations with BellSouth Telecommunications, Inc., pursuant to Section 251(c)(1) of the Telecommunications Act of 1996 and Section 2.2 of the Interconnection Agreement between IDS Long Distance, Inc., and BellSouth Telecommunications, Inc."

Exhibit 2 — Draft Agreement By and Between IDS Telcom, LLC, and BellSouth

Exhibit 3 — Letter from Walter Steimel, Jr., to Frank Lamancusa, Deputy Chief, Market Disputes Division, Enforcement Division, FCC, Dec. 26, 2000

Exhibit 4 — IDS Telcom, LLC, Petition for Arbitration Against BellSouth Telecommunications, Inc., Closed Issues

Before the
TENNESSEE REGULATORY AUTHORITY

In the Matter of PETITION FOR ARBITRATION OF IDS TELCOM, LLC, PURSUANT TO SECTION 252(b) OF THE COMMUNICATIONS ACT OF 1934	DOCKET NO. _____

PETITION FOR ARBITRATION

1. IDS Telcom, LLC ("IDS"), through counsel, submits the following Petition for Arbitration with the Tennessee Regulatory Authority ("TRA") pursuant to Section 252(b) of the Communications Act of 1934 ("Act").

I. INTRODUCTION

2. IDS is a Florida corporation with its principal place of business located at 1525 Northwest 167th Street, 2nd Floor, Miami, Florida 33169.

3. IDS is a licensed, tariffed local and long distance company that provides various types of telecommunications services through the use of digital switching equipment. IDS began its operations in 1989 as an interexchange carrier. Since the passage of the Telecommunications Act of 1996, IDS also has begun offering local exchange services. IDS's customer base currently is primarily small and medium sized businesses, although IDS also provides service to some residential customers.

4. BellSouth Telecommunications, Inc. ("BellSouth") is a corporation with its principal place of business located at 675 West Peachtree Street, Atlanta, Georgia 30375. BellSouth is a communications services company with more than $26 billion in annual revenues, and operates as an incumbent local exchange carrier ("LEC") in nine southeastern states. BellSouth currently serves more than 41 million customers in 17 countries worldwide. With $49 billion in assets, BellSouth companies operate throughout the United States and in a number of countries in Latin America and Europe. With more than 102,000 employees, the company has more than 51 million equivalent access lines in the southeastern region of the United States, more than 6 million domestic wireless customers, and 8.7 million international wireless customers. BellSouth focuses on providing customers with data, broadband, and voice products and services. These include telecommunications services, Internet, data, and electronic commerce applications, wireless communications, entertainment services, and online and directory advertising.[1]

II. BACKGROUND

5. IDS and BellSouth entered into an interconnection agreement on January 27, 1999.[2] The agreement was for a period of one year, and has been extended twice for six-month periods. The 1999 Agreement is currently scheduled to terminate on January 26, 2001. Citing Section 251(c)(1) of the Act, BellSouth sent a letter to IDS on July 25, 2000, for the stated purpose of documenting the need for negotiations for a new interconnection agreement.[3] The BellSouth letter stated that, under the terms of the 1999 Agreement, renegotiation of the agreement was

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[1] *See* http://www.bellsouthcorp.com/whoweare/corp.vtml (accessed on Dec. 28, 2000).

[2] Agreement Between BellSouth Telecommunications Inc. and IDS Telcom, LLC, Jan. 27, 1999 ("1999 Agreement").

[3] Letter from Beth Shiroishi, BellSouth, to Keith Kramer, IDS, July 25, 2000. The letter is attached to this Petition as Exhibit 1.

scheduled to begin on July 30, 2000. If the July 30 date cited in the BellSouth letter is treated as the commencement of negotiations between the two parties, then IDS's Petition for Arbitration is timely filed with the TRA pursuant to Section 252(b)(1) of the Act.

6. Although January 6, 2001, is the deadline for filing this Petition under the interpretation of the Act and the 1999 Agreement advanced by BellSouth,[4] IDS strenuously objects to this interpretation. In this regard, we wish to draw the TRA's attention to the fact that IDS is filing this Petition at this time in an abundance of caution to protect its interests, but that IDS does not believe that it is required to file its Petition at this time pursuant to the terms of the Act or the 1999 Agreement.

7. Section 252(b)(1) of the Act provides that, "[d]uring the period from the 135th to the 160th day (inclusive) after the date on which an incumbent local exchange carrier receives a request for negotiation under this section, the carrier or any other party to the negotiation may petition a State commission to arbitrate any open issues." Since IDS did not submit a request to BellSouth on July 30 under the terms of Section 252 of the Act, IDS believes there is no basis for BellSouth's claim that the 160-day filing window was opened on July 30.

8. While it is true that Section 2.2 of the 1999 Agreement provides that the parties agree to commence negotiations 180 days before the expiration of the agreement,[5] Section 2.2 does not specify that the agreement to commence negotiations is somehow deemed to be a request made by IDS for purposes of triggering the 160-day filing window under Section 252(b) of the Act. Any suggestion to the contrary cannot overcome the simple fact that IDS did not submit any re-

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[4] January 6 is the 160th day after July 30, 2000, the date on which BellSouth claims negotiations commenced. The 160-day deadline for filing an arbitration petition is established in Section 252(b)(1) of the Act.

[5] 1999 Agreement, General Terms and Conditions, Part A, Sec. 2.2. The 180-day period began on July 30, 2000.

quest to BellSouth on July 30. As a consequence, the statutory prerequisite for opening the 160-day filing window was not met on July 30.

9. It is also significant that the 1999 Agreement explicitly provides for *opening* the filing window for arbitration petitions under Section 252 of the Act, but the agreement does not contain any provisions for *closing* the filing window. Specifically, Section 2.3 of the 1999 Agreement provides that:

> [i]f, 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 local interconnection terms, conditions and prices, either Party may petition the Commission to establish appropriate local interconnection arrangements pursuant to 47 U.S.C. 252.[6]

The agreement, however, does not go on to indicate that the arbitration petition must be filed not later than 160 days after the beginning of negotiations under Section 2.2. In IDS's view, therefore, there is no support for the proposition that the terms of the 1999 Agreement establish January 6, 2001, as the deadline for filing petitions under Section 252 of the Act.

10. Additionally, Section 2.2 of the 1999 Agreement, in stating that negotiations for a new contract must commence 180 days before the scheduled expiration of the current contract, speaks only in terms of negotiations "with regard to the terms, conditions and prices of local interconnection . . . ."[7] Given the fact that the current interconnection negotiations between BellSouth and IDS also include unbundled access to network elements pursuant to Section 251(c)(3) of the Act and resale pursuant to Section 251(c)(4) of the Act, it would be difficult to argue that the Agreement could somehow control the start of the 160-day filing window for petitions under Section 252(b)(1) of the Act. The provisions of the Agreement governing the commencement of negotia-

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[6] *Id.*, Sec. 2.3.

[7] *Id.*, Sec. 2.2.

tions do not even address issues that are central to the current negotiations between the parties. Therefore, the negotiations between BellSouth and IDS regarding unbundled access and resale are outside the scope of Section 2.2 and are not subject to the trigger for the commencement of negotiations established in Section 2.2.

11. IDS's disagreement with BellSouth regarding the closing date for arbitration petitions under the Act is not merely academic. As noted below, BellSouth has engaged in dilatory tactics regarding the actual conduct of negotiations, while at the same time rebuffing IDS's requests to establish a date for the commencement of negotiations for purposes of Section 252(b)(1) of the Act that is more realistically tied to the time at which negotiating sessions between the two parties actually began. As a result of BellSouth's conduct, the parties' opportunity to continue negotiations has been artificially chopped off and IDS has been forced to bring an array of issues to the TRA for arbitration. IDS believes that many of these issues could have been resolved by the parties if negotiations had continued. Instead, BellSouth's uncooperative posture and its groundless insistence upon treating July 30 as the beginning date of negotiations for purposes of Section 252 has now forced the premature and potentially unnecessary engagement of the TRA's time and resources.

12. Negotiation sessions between IDS and BellSouth (all of which have been conducted via telephone conference) commenced on October 17, 2000. Subsequent negotiating sessions were held on October 27, November 22, and December 4, 2000. In addition, there have been numerous exchanges of electronic mail messages for the purpose of providing information, responding to questions, and elaborating the positions of both parties regarding pending issues in the negotiations.

13. Although several issues raised by IDS have been satisfactorily resolved,[8] other issues remain unresolved and therefore form the basis for this Petition for Arbitration.[9] Both parties have expended considerable time and resources in an effort to reach mutually agreeable resolution of the issues in dispute, but IDS notes that this process has been complicated by the fact that BellSouth was unable to provide IDS with a single version of BellSouth's generic interconnection agreement that would serve as the only document used in the negotiations. The delays associated with BellSouth's inability to provide IDS with an adequate interconnection agreement to use as the basis of negotiations make BellSouth's insistence that negotiations began on July 30 even more problematic.

14. The letter sent to IDS on July 25, which BellSouth argues constitutes initiation of negotiations for purposes of Section 252 of the Act, indicates that a copy of BellSouth's standard interconnection agreement was available at the BellSouth website. IDS, however, quickly learned that the interconnection agreement available on BellSouth's website[10] was not a current version of the agreement and was in the process of being revised by BellSouth. The revised version was not yet available for IDS's review. IDS spent over a month attempting to obtain a copy of the current generic interconnection agreement from BellSouth, so that IDS could review it and negotiate revisions to the agreement. Of course, without a current version of the generic interconnection agreement, it was fruitless for IDS to attempt to have any negotiations with BellSouth.

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[8] *See* Exhibit 4.

[9] The interconnection agreement, marked to show text revisions that are in disagreement, is attached to this Petition as Exhibit 2. Revisions to the text to which the parties have agreed (which are summarized in Exhibit 4) are also incorporated into the agreement shown in the Exhibit.

[10] The version available on the BellSouth website at this time was the First Quarter 2000 Version, dated March 6, 2000.

15. Eventually, on September 11, 2000, IDS received a revised generic interconnection agreement from BellSouth.[11] Shortly thereafter, however, BellSouth informed IDS that it was preparing still another revised version of the generic agreement, which was not yet available.[12] IDS began reviewing the document which had been provided by BellSouth, even though that document would soon be out of date, to propose editorial revisions to the agreement. In light of the fact that more than a month had gone by since BellSouth's declaration that negotiations had commenced without IDS having access to a document that could be the basis of negotiations, IDS requested on September 13, 2000, that BellSouth agree to a later negotiation beginning date for purposes of Section 252(b)(1) of the Act. IDS was aware that such revisions to the negotiation commencement date had been a common practice of BellSouth in the past, but BellSouth representatives advised IDS that there was a new BellSouth policy and they refused to alter their position regarding the negotiation start date.

16. BellSouth claimed that IDS should have begun negotiating even if IDS representatives had not received the most current version of a generic interconnection agreement from BellSouth. Although IDS found such a proposal absurd because IDS does not have the resources to develop its own interconnection agreement from scratch, IDS was forced to begin reviewing and negotiating the BellSouth agreement after having lost over a month of time allowed under the Act. On September 13, 2000, IDS provided BellSouth with an initial list of issues, and actual negotiations between the parties began on October 17.

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[11] The version received by IDS at this time was the Second Quarter 2000 Version, dated July 17, 2000.

[12] This latest revision, the Second Quarter 2000 Version, dated August 2, 2000, is the version ultimately used by the parties in the negotiations. This version of the agreement was not made available to IDS until after negotiating sessions began on October 17.

17. IDS soon learned the hollow nature of BellSouth's suggestion that IDS should begin negotiations before receiving the current generic interconnection agreement. After negotiations had already commenced, BellSouth finally provided IDS with a new version of the generic interconnection agreement, the Second Quarter 2000 Version of the agreement (dated August 2, 2000). IDS's task in analyzing the new version of the agreement was very difficult in light of the large number of significant changes that had been made by BellSouth in the generic interconnection agreement.

18. BellSouth's tactics of demanding the commencement of negotiations, failing to provide a current version of the generic agreement for IDS's review, and then of "moving the goalposts" in the midst of the negotiating process by substituting a new version of the agreement, have caused IDS to incur additional burdens and expenses which should have been avoidable. More importantly, BellSouth's behavior raises serious questions regarding the extent to which BellSouth has been successful in meeting its duty to negotiate in good faith in accordance with Section 251(c)(1) and Section 252 of the Act.

III. DISPUTED ISSUES AND POSITIONS OF THE PARTIES

19. IDS respectfully submits the following issues for arbitration by the TRA:

Issue A

Should BellSouth be allowed to use the interconnection agreement to limit its liability for negligent acts, and require indemnification from IDS for BellSouth's negligent acts that cause harm to IDS customers?

Background

20. Section 8 of the draft interconnection agreement contains provisions relating to liability and indemnification.[13] Specifically, Section 8.4.1 limits each party's liability to the other

[13] BellSouth Local Interconnection Agreement, 2Q00 Version, Aug. 2, 2000 ("Draft Agreement"), General Terms and Conditions, Part A, Sec. 8.

party arising out of any act or omission in its performance of the agreement to a credit for the actual cost of the services or functions not performed or improperly performed. Section 8.4.4 contains limitation of liability provisions relating to use or performance of equipment or software, or the loss of use of software or equipment. Section 8.5 requires indemnification by the party receiving services to the party providing services against any claim, loss, or damage arising from the receiving party's use of services provided under the agreement, *inter alia*, pertaining to claims by end users of the receiving party.

21. IDS has proposed exceptions to each of the limitation of liability and indemnification provisions described. Under IDS's proposal, there would be no limitation of liability or indemnification in situations where there is negligence, gross negligence, negligent or fraudulent misrepresentation, or willful or wanton misconduct. BellSouth agreed during the negotiations to exceptions for gross negligence, fraudulent misrepresentation, or willful or wanton misconduct. BellSouth, however, refuses to agree to any exceptions for negligence or negligent misrepresentation.

IDS's Position

22. BellSouth should not be permitted to evade the requirements of the Act and implementing rules, by limiting its liability in situations involving BellSouth's negligence or negligent misrepresentation. For the requirements of Section 251(c) of the Act to have meaning and create opportunities for robust competition, BellSouth must be held accountable for providing poor service to competitive LECs such as IDS. BellSouth should not be permitted to shirk any responsibility for lapses in the quality of service it provides by hiding behind the claim that, if the poor service is merely a result of BellSouth's negligence, then BellSouth cannot be held liable.

23. When Congress enacted the Telecommunications Act of 1996, it recognized that in order for competitive LECs to enter telecommunications markets quickly and succeed, they would

need to rely at least partially on the networks of incumbent LECs. Such a recognition led to the requirements for incumbent LECs contained in Section 251(c) of the Act, requiring access to unbundled network elements ("UNEs"), resale at wholesale rates, and even access to the incumbent's physical facilities through collocation. Such requirements evidence an intent of Congress to hold incumbent LECs to a duty of care that does not excuse negligence.

24. If BellSouth is allowed to limit its liability for negligent behavior or negligent misrepresentation, then BellSouth would have little incentive to reduce negligent conduct by its employees. BellSouth does not face the incentives to reduce negligence associated with a competitive market because BellSouth is a monopoly provider. IDS has no practical alternative to purchasing UNEs from BellSouth even if the quality of service is poor because BellSouth is the only game in town. Congress enacted Section 251(c) specifically to promote competition against incumbent LECs that have monopoly power. The congressional objective would be undermined if BellSouth is permitted to provide service to competitive LECs under interconnection agreements in a negligent manner without facing any consequences.

25. IDS has specific experience with the failures of BellSouth's provision of access to UNEs, particularly access to Operations Support Systems ("OSS"). One of the key UNEs that the FCC required incumbent LECs to unbundle is access to OSS. OSS consists of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by an incumbent LEC's databases and information.[14] These systems allow for key ordering functions needed by a competitive LEC to place orders for resale or UNEs. IDS lost hundreds of customers and suffered serious financial setbacks due to the failure of BellSouth's bulk ordering systems. Whether

[14] Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No. 96-98, Third Report and Order and Fourth Further Notice of Proposed

the problems were due to BellSouth's negligence, gross negligence, or willful misconduct should not be the issue. In such circumstances, BellSouth should be required to make IDS whole and should not be allowed to hide behind a claim of "mere" negligence to avoid liability and to require IDS to indemnify BellSouth against any claims by IDS end users that also suffered losses.

BellSouth's Position

26. According to BellSouth, it is reasonable to limit its liability for negligence or negligent misrepresentation, and it is sufficient to expose BellSouth to liability only in the case of gross negligence or willful misconduct.

Issue B

Should BellSouth be allowed to prohibit IDS from identifying BellSouth as the underlying source of services provided by IDS, in discussions between IDS and customers or potential customers?

Background

27. BellSouth has proposed that each party should be strictly prohibited from any use of company names or logos of the other party in any advertising, sales, or marketing, or for any other purpose. BellSouth would permit an exception to this ban, pursuant to which either party could orally use the name of the other party in response to a direct individual inquiry from a particular customer or potential customer regarding the source of the underlying service or the identity of a service technician. BellSouth would also prohibit IDS from referencing BellSouth or the BellSouth network as the source of the service provided by IDS in any advertising or marketing materials used by IDS.

Rulemaking, FCC 99-238, 1999 WL 1008985, released Nov. 5, 1999 (*UNE Remand Order*), at paras. 421-437.

28. IDS favors a less restrictive regime than that proposed by BellSouth. Under IDS's approach, it would be permissible for either party to identify for customers or potential customers the name of the other party as the underlying source of service, whether this is done in response to a question from the customer or potential customer or on the initiative of the party supplying the information. In addition, while IDS is willing to agree to a restriction under which it would not reference BellSouth or the BellSouth network in any of its advertising, IDS proposes that it be permitted to make these references in connection with marketing efforts that do not involve any general advertising. IDS intends "general advertising" to include radio, television, and general circulation print media advertising, but not to include telemarketing.

IDS's Position

29. IDS believes that there are several reasons supporting a TRA requirement that the interconnection agreement must include provisions under which it is permissible for IDS to provide information to consumers, either directly or upon request, disclosing the fact that BellSouth is the underlying source of some of the services provided by IDS. First, consumers would benefit from such a requirement. It is sound public policy to promote circumstances in which consumers are able to make choices in the marketplace based upon complete and accurate information. The ability of consumers to make informed decisions about their selection of products and services is a fundamental condition for ensuring a marketplace built upon fair and open competition. IDS should not be handcuffed in imparting pertinent service and product information to customers and potential customers, whether the information is provided directly by IDS or is furnished in response to a consumer's questions.

30. Second, competition would benefit from a requirement that information regarding the underlying service provider can flow freely in contacts between IDS and customers or potential

customers. IDS believes that it is fair to presume that BellSouth's hidden motive for opposing IDS's authorization to provide underlying service provider information to consumers is that this opposition furthers BellSouth's agenda of stifling competition and protecting its market share. Businesses and other customers attracted to IDS because of the many value-added services that IDS makes available may also consider it an important "selling point" that BellSouth is the underlying provider of some of the services IDS provides. Informing a potential customer of this fact may enhance the customer's inclination to select IDS as a service provider. Prohibiting IDS from imparting this information would cripple IDS's efforts to market its services. While such a result might further BellSouth's agenda, it flies in the face of the clear-cut objectives of the Telecommunications Act of 1996 to promote market entry by competitive LECs and to equip competitive LECs with the tools necessary to vigorously compete with incumbent LECs.

31. Finally, there is no countervailing detriment that would warrant cutting off the free flow of information between IDS and consumers. On the one hand, IDS understands and, for the most part, agrees with the general restrictions proposed for inclusion in the agreement under which each party is generally prohibited from using the name, logo, trademark, or service mark in any sales, marketing, or advertising of its telecommunications services. This general restriction is intended to avoid either party's giving the impression to consumers that a business relationship exists between the parties which has not in fact been created by the terms of the interconnection agreement. IDS considers these restrictions to be reasonable and would intend to abide by them.

32. But a refusal by the TRA to grant BellSouth the restrictions at issue here would not undermine the objectives described in the previous paragraph, nor would the refusal cause any other harm to BellSouth. It is the fact, after all, that the information that IDS seeks authorization

to provide to consumers is a matter of public record. The business relationship between BellSouth and IDS would be fully described in the interconnection agreement, which Section 252(c) of the Act requires to be a public document to which any consumer can gain access. IDS merely seeks authority to tell consumers what is spelled out in the agreement. BellSouth can offer no plausible support for a claim that it would somehow be harmed by IDS's informing a consumer that IDS has an interconnection agreement with BellSouth pursuant to which BellSouth is the underlying provider of some of the services offered by IDS.[15] The only harm that may be visited upon BellSouth by permitting this exchange of information is the prospect of a greater degree of competition and an eroding of BellSouth's former monopoly in telecommunications markets.

BellSouth's Position

33. It is IDS's understanding that BellSouth believes it has a legitimate and important interest in protecting its trade name and logos, and that BellSouth is of the view that the restrictions it favors are a reasonable and justifiable means of serving this interest.

Issue C

Should BellSouth be required to include in the interconnection agreement provisions for the alternate resolution of disputes between the parties, which would include inter-company escalation provisions if good faith negotiations are not successful in resolving disputes arising under the agreement?

Background

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[15] In this regard, it is worth drawing attention to the overly restrictive nature of the provisions favored by BellSouth. IDS customers receive operator services such as directory assistance as part of the package of services they are provided as IDS subscribers. BellSouth provides the underlying directory assistance service, and BellSouth requires that the service be branded with an announcement to the IDS customer that directory assistance is a BellSouth service. Since IDS is providing directory assistance as part of its package of services available to its customers, IDS would be in violation of BellSouth's strict prohibitions challenged by IDS in this Issue B (because IDS would be "using" BellSouth's name, but would not be doing so in response to a direct individual inquiry from a particular customer), even though the branding message is

34. The Second Quarter 2000 version of the draft interconnection agreement provides that, if any dispute arises regarding the interpretation or implementation of the agreement, the aggrieved party must petition the TRA for a resolution of the dispute. The agreement also states that each party reserves the right to seek judicial review of any ruling made by the TRA.[16]

35. IDS has proposed to replace the mechanism for dispute resolution contained in the draft agreement with alternate dispute resolution provisions and procedures that include the following features. First, the revised section would make clear that both parties wish to avoid litigation to the extent possible, and therefore agree that, in most cases, the alternative dispute resolution mechanism would serve as their sole remedy regarding claims or controversies arising under the agreement. Second, IDS and BellSouth would agree that, as a first stage of attempting to resolve disputes, each party would appoint a knowledgeable representative to negotiate in good faith to resolve the dispute. The parties could also agree to invoke mediation or other alternative dispute resolution mechanisms at this stage of the dispute resolution process.

36. Third, the parties would agree to establish an Inter-Company Dispute Resolution Board to serve as an escalation mechanism for resolving disputes. IDS and BellSouth each would appoint two representatives to serve as members of the Board. Each Board member would be required to occupy a position at a higher level of management than the persons with direct responsibility for administration of the interconnection agreement. Under the approach proposed by IDS, if initial negotiations do not resolve the dispute within 14 days after the initial written re-

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included at the insistence of BellSouth. This anomalous result, in IDS's view, illustrates the unnecessarily restrictive nature of BellSouth's approach.

[16] Draft Agreement, General Terms and Conditions, Part A, Sec. 12.

quest for negotiations, then the dispute must be submitted to the Board for further negotiation and resolution.

37. Fourth, neither party would waive the right to file a complaint or otherwise seek enforcement of the agreement by the TRA or the FCC, with regard to any regulated public service obligations. The new section would also specify that nothing in the agreement would limit or expand the authority or jurisdiction of the TRA regarding telecommunications matters within the state. Finally, the parties would be required to continue to provide services to each other during the pendency of dispute resolution procedures. If a party fails to comply with any requirements relating to the continuation of service, that party would be liable for any lost revenues and other damages that may be awarded in an adjudicatory proceeding.

IDS's Position

38. IDS believes that the alternate dispute resolution procedures proposed by IDS will benefit both parties and serve significant public policy objectives, for the following reasons. First, since the express purpose of IDS's proposal is to avoid litigation, the alternate dispute resolution procedures would have the effect of reducing litigation costs for both parties. The BellSouth approach, on the other hand, guarantees the incurrence of litigation costs because BellSouth favors a provision under which *any* dispute regarding the interpretation or implementation of the agreement *must* be taken straight to the TRA for resolution.

39. Second, the avoidance of litigation that would result from the provision advocated by IDS would reduce caseload burdens and related public costs faced by the state and federal regulatory and judicial systems. Instead of the parties taking any dispute directly to the TRA, they would seek to resolve the dispute between themselves. These procedures would clearly reduce caseload burdens and costs faced by the TRA.

40. Third, use of the escalation mechanism proposed by IDS would provide the parties with an inexpensive and effective means of arriving at the equitable resolution of disputes. IDS believes that in many instances escalating disputes to people at a higher level with a broader perspective on the overall goals of the company will increase the chances for resolving disagreements. Finally, although reliance upon the TRA would be reduced through the use of the proposed alternative procedures, the authority and jurisdiction of the TRA would not be affected, and both parties would retain the right to file complaints or otherwise seek TRA enforcement of the rules and requirements within its jurisdiction.

BellSouth's Position

41. BellSouth opposes the alternate dispute resolution mechanisms proposed by IDS because, in BellSouth's view, the mechanisms would impose unnecessary costs and would not prove to be a means for resolving disputes effectively and expeditiously.

Issue D

Should BellSouth be required to provide combined network elements that are ordinarily combined in the BellSouth network even if those combined network elements were not already combined at the particular location at which the network elements are requested by IDS?

Background

42. The Draft Agreement states that "[u]nless otherwise ordered by an appropriate state or federal regulatory agency, currently combined Network Elements are defined as elements that are already combined within BellSouth's network to a given location."[17]

43. IDS has proposed revising this language to define currently combined network elements as "elements that are ordinarily combined within the BellSouth network in a manner in which they are typically combined."[18]

[17] *Id.*, Attach. 2, Sec. 1.2.2.1.

44. The proposed revision would have the effect of requiring BellSouth to provide IDS with combined network elements that are ordinarily combined in the BellSouth network, regardless of whether they already have been combined at the location at which IDS is seeking to obtain the network elements from BellSouth. BellSouth could not restrict the provision of combined network elements to those elements that were combined by BellSouth for that customer. The provision, however, would not require BellSouth to offer combined network elements that have not been combined regularly in BellSouth's network.

IDS's Position

45. Section 51.315(b) of the FCC's Rules states that "[e]xcept upon request, an incumbent LEC shall not separate requested network elements that the incumbent LEC currently combines."[19] This rule was adopted in the FCC's *Local Competition Order*, along with additional requirements that incumbent LECs combine unbundled network elements.[20] Although the Eighth Circuit Court of Appeals vacated these rules, the Supreme Court reinstated Section 51.315(b).[21] When the FCC originally adopted Section 51.315(b), it used language virtually identical to that proposed by IDS:

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[18] *See* Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No. 96-98, First Report and Order, 11 FCC Rcd 15499, 15648 (para. 296) (1996) (*Local Competition Order*).

[19] 47 C.F.R. § 51.315(b).

[20] *See* 47 C.F.R. § 51.315(c)-(f); *Local Competition Order*, 11 FCC Rcd at 15645-49 (paras. 289-297).

[21] *See* AT&T v. Iowa Utils. Bd., 525 U.S. 366 (1999).

> Accordingly, incumbent LECs are required to perform the functions necessary to combine those elements that are ordinarily combined within their network, in the manner in which they are typically combined.[22]

46. It is important to remember that IDS's proposal would not require BellSouth to combine network elements that are not currently combined in BellSouth's network. There is no technical reason for BellSouth to refuse to combine these network elements because IDS's proposal includes only network elements ordinarily combined by BellSouth. Instead, it must be presumed that BellSouth's refusal is based on competitive concerns.

47. The practical effect of IDS's proposal is very important for increasing local competition. Under BellSouth's formulation, IDS is limited to using UNE combinations only when BellSouth is already providing those combinations to that particular customer at the particular location involved. Thus, IDS cannot market new services, common in the BellSouth network, to former BellSouth customers who had not previously ordered those services. One of the main goals of the Telecommunications Act of 1996 is to increase the variety of services available to consumers, but BellSouth wants to limit the available services that IDS can offer to individual customers to those services that BellSouth currently provides. Such a result will not benefit consumers.

BellSouth's Position

48. BellSouth has taken the position that it is only required to provide combined network elements when those elements are currently combined in Bellsouth's network at a given location.

Issue E

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[22] *Local Competition Order*, 11 FCC Rcd at 15648 (para. 296). Although opposing parties subsequently argued that the FCC should reaffirm or disavow this analysis in the context of EELs, the FCC declined to address these arguments because of matters pending in the Eighth Circuit. *UNE Remand Order* at para. 479.

Should BellSouth be allowed to restrict the way in which two competitive LECs provide services over the same loop, by imposing the rule that BellSouth will deliver a loop and a port to the collocation space of either LEC only in those situations where the loop and port are stand alone network elements, but will not support line sharing in situations in which the competitive LECs are using UNE-P combinations?

Background

49. Section 3.1.6 of Attachment 2 of the Draft Agreement says that BellSouth will work cooperatively with IDS to develop rates, methods, and procedures so that two competitive LECs may provide services over the same loop. Under these arrangements, one competitive LEC would provide voice services and the other competitive LEC would provide data services. BellSouth agrees that it will deliver an unbundled loop and an unbundled port to the collocation space of either the competitive LEC providing voice services or the competitive LEC providing data services. Section 3.1.6, however, contains a significant restriction. Specifically, it provides that "[t]he cross-connected loop and port cannot be a loop and port combination (i.e., UNE-P), but must be individual stand alone network elements."[23]

50. IDS has requested that the language quoted above be deleted from Section 3.1.6. This would allow IDS and another competitive LEC to provide separate voice and data services over the same loop and port combination using the UNE-P offering. IDS's proposal would make it unnecessary for competitive LECs to establish and maintain collocated space in each central office in which an end user is receiving voice service and data service from different competitive LECs.

IDS's Position

[23] Draft Agreement, Attach. 2, Sec. 3.1.6. Although this section of the Draft Agreement characterizes a UNE-P as a cross-connected loop and port, it is IDS's understanding and intention that, for purposes of the agreement as a whole, UNE-P is defined as including *any* loop and port combination.

51. Under Section 51.315(b) of the FCC's Rules,[24] BellSouth is prohibited from separating requested network elements that the incumbent LEC currently combines. Although the interpretation of Section 51.315(b) is disputed by the parties in Issue D, both IDS and BellSouth agree that BellSouth is required to provide IDS combined network elements under some circumstances. Both parties agree that these network elements are often a loop and port combination known as UNE-P. The language of Section 3.1.6 of Attachment 2, however, is in direct contravention of the requirements of Section 51.315(b). Essentially, the disputed language says that BellSouth will separate an existing combined BellSouth retail service when an end user elects to cease subscribing to BellSouth as the end user's voice service provider.

52. In addition to violating Section 51.315(b) of the FCC's Rules, the disputed language of Section 3.1.6 violates nondiscrimination requirements of Section 251(c)(3) of the Act. The distinctions that BellSouth seeks to impose are discriminatory and anticompetitive because they make it more difficult and expensive for two different competitive LECs to offer voice and data services over the same loop and port that are currently combined in the BellSouth network. In addition, in situations where BellSouth offers voice service and a competitive LEC offers data services using the same loop, BellSouth will cross-connect to its own network without breaking the network into individual loop and port elements. Again, such discrimination violates Sections 251(c)(3).

BellSouth's Position

53. BellSouth has taken the position that it is not required to develop rates, methods, and procedures to allow two different competitive LECs to provide services over the same loop, and that such a provision does not need to be included in the agreement. BellSouth also believes that

[24] 47 C.F.R. § 51.315(b).

it is not obligated to provide any line-splitting arrangements to competitive LECs, and that a loop and port arrangement that includes a DSLAM and a splitter[25] cannot be categorized as a UNE-P offering. Therefore, BellSouth argues that it may include any restrictions that it deems appropriate.

Issue F

If IDS is unable to order combined network elements such as EEL combinations (when electronic ordering is available) or UNE-P combinations because of failures in BellSouth's electronic ordering systems, should Bellsouth be required to accept such orders on a resale or special access basis (as appropriate) and charge IDS the lower rates for EEL and UNE-P combinations?

Background

54. Sections 5.3.2 and 5.3.3 of Attachment 2 of the Draft Agreement describe BellSouth's agreement to provide enhanced extended links ("EELs") to IDS under certain circumstances. Sections 5.6.3 of Attachment 2 of the Draft Agreement describes BellSouth's agreement to provide port and loop combinations ("UNE-P") to IDS under certain circumstances. IDS has proposed adding new Sections 5.3.3.1.1 and 5.6.3.8 to address potential problems that may arise when IDS attempts to order EEL or UNE-P combinations. IDS's proposed Sections 5.3.3.1.1 and 5.6.3.8 specifically address situations where IDS would encounter ordering problems that are determined to be a direct result of failures in BellSouth's electronic ordering systems.

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[25] *See* Deployment of Wireline Services Offering Advanced Telecommunications Capability, CC Docket No. 98-147, Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No. 96-98, Third Report and Order in CC Docket No. 98-147, Fourth Report and Order in CC Docket No. 96-98, released by the FCC on Dec. 9, 1999 (In circumstances in which the xDSL-equipped line carries both voice service and data channels, the carrier must separate those two streams when they reach the telephone company's central office. Generally, this is done by two pieces of transmission equipment, a Digital Subscriber Line Access Multiplexer (DSLAM) and a splitter. The DSLAM sends the customer's voice traffic to the public, circuit-switched telephone network and the customer's data traffic to a packet-switched data network. Once on the packet-switched network, the data traffic is routed to a location selected by the customer, for example, a corporate local area network or an Internet service provider.).

55. Under the provisions of proposed Sections 5.3.3.1.1 and 5.6.3.8, if IDS cannot place orders for EEL combinations (when electronic ordering is available) or UNE-P combinations and it is determined that IDS's inability to place orders is caused by failures in BellSouth's electronic ordering systems, then BellSouth would be required to accept these orders from IDS as requests for resale or special access services. BellSouth would also be required to perform the conversion of these services to the UNE-P or EEL combinations originally requested by IDS. In addition, IDS would be charged as if it had obtained the EEL or UNE-P at the time it made its original request (and all conversion charges would be waived).

IDS's Position

56. Under Section 251(c)(3) of the Act and the FCC's implementing regulations, IDS is entitled to order EEL combinations (when electronic ordering is available) and UNE-P combinations. Although there may be disagreements regarding whether IDS is entitled to EEL and UNE-P combinations when they are not currently combined in BellSouth's network, it is clear that, under Section 51.315(b) of the FCC's rules, BellSouth may not separate network elements that are currently combined.[26] In addition, BellSouth is required to provide nondiscriminatory access to Operations Support Systems ("OSS") functions for ordering UNEs that are available to BellSouth itself.[27] OSS includes the manual, computerized, and automated systems, together with associated business processes and the up-to-date data maintained in those systems.[28] One important aspect of providing access to OSS is to provide competitive carriers with access to the functionality of any internal gateway systems the incumbent employs. As explained in the *Local*

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[26] *UNE Remand* Order at para. 480.

[27] *Local Competition Order*, 11 FCC Rcd at 15766-67 (para. 523).

[28] *UNE Remand* Order at para. 425.

Competition Order, "an incumbent that provisions network resources electronically does not discharge its obligation under section 251(c)(3) by offering competing providers access that involves human intervention, such as facsimile-based ordering."[29]

57. IDS's proposed language would allow IDS to receive the benefits of electronic ordering of EELs and UNE-P combinations even if BellSouth's systems are inadequate to provide for such ordering. IDS is entitled to nondiscriminatory access to BellSouth's electronic ordering that is equivalent to the access that BellSouth itself receives. IDS recognizes that there might be instances where problems or changes to BellSouth's OSS could limit BellSouth's ability to accept electronic orders for EEL combinations (when available) and UNE-P combinations from IDS, but IDS should not be penalized for such problems. Instead, IDS should be allowed to place orders for identical services on a resale or special access basis (as appropriate). BellSouth should be required to convert these IDS orders to the appropriate EEL or UNE-P combinations pursuant to its normal procedures. The charges to IDS, however, should be calculated as if it had been able to order unbundled network elements.

58. An alternative approach whereby IDS is forced to undertake the typing and facsimile transmission of manual orders for UNE-P combinations is impractical. Neither IDS nor BellSouth could handle the volume of orders for UNE-P combinations if those orders were placed manually. Without the proposed provisions in the agreement, if BellSouth's electronic ordering does not work, IDS would be forced to order resale services instead of UNE-P combinations. Not only are these services provided at a much higher rate to IDS, there would also be conversion charges for IDS to change these services to the UNE-P services that IDS originally sought to or-

[29] *Local Competition Order*, 11 FCC Rcd at 15766-67 (para. 523).

der. It is discriminatory and a violation of Section 251(c)(3) of the Act to force IDS to incur these additional charges in the event that BellSouth has failed to meet its statutory obligations.

59. IDS has particular experience with BellSouth's failure in this regard. In May 2000, IDS attempted to convert over a thousand customers to UNE-P using BellSouth's electronic ordering interfaces, and the result was that approximately 1,300 IDS customers suffered interruptions of their local and long distance services due to BellSouth's errors and failure to warn IDS of known deficiencies in BellSouth's ordering systems.[30] More recently, IDS has placed orders electronically for UNE-P, but BellSouth has been unable to process these orders in a timely fashion.

60. In light of IDS's experience, it is important that the interconnection agreement specify appropriate remedies for IDS so that IDS can exercise its statutory right to order UNE-P and EEL combinations.

BellSouth's Position

61. BellSouth has argued that it is meeting its obligations to provide electronic access to gateway systems and that if problems occur, BellSouth cannot reasonably be required to undertake orders on behalf of IDS or other competitive carriers. BellSouth also contends that manual orders are satisfactory in cases in which BellSouth cannot provide electronic ordering.

Issue G

In circumstances where IDS has requested an EEL combination but BellSouth is unable to provision that combination, should BellSouth be required to provide an equivalent special access service to IDS at the same rate as the EEL combination that BellSouth was unable to provision? Also, should BellSouth be required to convert IDS to the EEL combination and waive all conversion charges?

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[30] *See* Letter from Walter Steimel, Jr., to Frank Lamancusa, Deputy Chief, Market Disputes Division, Enforcement Division, FCC, Dec. 26, 2000. The letter is attached to this Petition as Exhibit 3.

Background

62. In Section 5.3.3 of Attachment 2, BellSouth agrees to provide IDS with loop and transport combinations, also known as enhanced extended links ("EELs"), under certain circumstances. Section 5.3.7.4 of Attachment 2 provides IDS the opportunity to convert special access circuits to combinations of loop and transport UNEs. IDS has proposed an additional Section 5.3.3.1 to address situations where BellSouth is unable to provision EELs that it has agreed to provide pursuant to the agreement.

63. Under IDS's proposed language, if BellSouth is unable to provision EEL combinations to IDS, then BellSouth would be required to provision IDS with an equivalent special access service until such time that BellSouth is able to provision the EEL combination as originally requested. At the time that BellSouth is capable of converting IDS to EEL combinations, the proposed Section 5.3.3.1 would require BellSouth to convert IDS and waive all conversion charges. In addition, at the time the special access service is installed, the charges associated with the special access service would be the applicable EEL combination rate.

IDS's Position

64. As explained in Issue F, above, IDS is entitled to order EELs pursuant to Section 251(c)(3) of the Act and the FCC's implementing regulations. In addition, the draft interconnection agreement provides IDS the opportunity to obtain access to EEL combinations, under certain circumstances. IDS wishes to ensure that it has a fair opportunity to access EEL combinations from BellSouth pursuant to the requirements of the Act and the interconnection agreement.

65. Without the proposed Section 5.3.3.1, if BellSouth is unable to provision EEL combinations to IDS, then IDS must obtain those services from BellSouth's special access tariff. Under those circumstances, IDS is forced to incur a number of additional charges that impact IDS's

ability to provide competitive services to consumers. First, IDS must pay tariffed special access rates that are higher than the EEL combination rates. Second, when BellSouth eventually has the capability to provision these EEL combinations, IDS would be required to pay BellSouth's conversion charges to convert customers to EEL combinations. Finally, IDS would have to undertake the personnel time and expense to order the conversions from BellSouth.

66. All of the additional costs that IDS would incur could be avoided if BellSouth had the capability to provision EEL combinations as required by the Act. IDS believes that it should not be placed in a competitive disadvantage if BellSouth cannot meet its obligations to provide EEL combinations. If BellSouth is able to provision EEL combinations ordered by IDS then proposed Section 5.3.3.1 would have no impact on BellSouth

BellSouth's Position

67. BellSouth has refused to accept this proposed Section 5.3.3.1, arguing that it is sufficient for BellSouth to provision EEL combinations pursuant to the interconnection agreement.

Issue H

Should BellSouth be required to render bills to IDS within one year of providing services to IDS, except when meet point billing is involved or charges are incorrectly billed due to errors in or omission of customer provided data? If BellSouth renders a bill to IDS for services provided more than 30 days prior to the rendering of the bill, should BellSouth be required to give IDS the option of paying the bill in equal, interest-free monthly installments over a six-month period?

Background

68. The draft interconnection agreement requires IDS to make payment to BellSouth for all services billed. Under the approach proposed by BellSouth, the general rule would be that bills should not be rendered for charges incurred one year or more preceding the bill date. BellSouth, however, also proposes that it would be permissible for BellSouth to render bills for

charges incurred beyond the one-year period, without any limit, in "situations . . . which would necessitate billing beyond the one (1) year limit, as permitted by state law."[31]

69. IDS has proposed an alternative approach under which billing beyond the one-year limit would be permitted only in the case of two exceptions specified in the agreement, involving (1) charges related to jointly provided services under which meet point billing guidelines require either party to rely on records furnished by a third party; and (2) charges incorrectly billed because of errors or omissions in customer-provided data or other ordering data.

70. The draft agreement also provides that IDS is responsible for immediate payment of bills issued by BellSouth, regardless of the period of service covered by the bill.[32] IDS has proposed that this payment requirement be modified in the case of bills issued by BellSouth for periods of service occurring more than 30 days prior to the date on which BellSouth sends the bill to IDS. In such cases, under IDS's proposal, IDS would have the option of paying the full amount of the bill in equal, interest-free installments over a six-month period.

IDS's Position

71. IDS believes that BellSouth should be required to issue bills within one year of rendering the services, except in specified circumstances where it is beyond BellSouth's control to render bills within that time period. As a small company, it is important for IDS to receive bills for services in a timely fashion. It would be unfair to require IDS to guess when it will be billed for various services and maintain large cash reserves needed to pay potentially large and unexpected bills.

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[31] Draft Agreement, Attach. 7, Sec. 1.1.3.

[32] *Id.*, Attach. 7, Sec. 1.4 ("The payment will be due on or before the next bill date (i.e., the same date in the following month as the bill date) and is payable in immediately available funds.").

72. IDS recognizes that there may be circumstances in which BellSouth fails to render a bill within one year due to factors that are not within BellSouth's control. For this reason, IDS does not oppose the specific exceptions to the one-year requirement that are stated in the draft agreement. But IDS strongly objects to BellSouth's effort to create open-ended exceptions to the one-year rule. If BellSouth believes there are other circumstances in which it will not be able to render bills for more than a year after the service is provided because of circumstances that BellSouth cannot control, then BellSouth should have met the burden of bringing these additional cases to the negotiating table so that they could be evaluated and IDS could be provided with the opportunity to decide whether to agree to their inclusion together with the two exceptions already specified in the draft agreement.

73. BellSouth instead has chosen to avoid this scrutiny of the cases in which it would have the power to render bills without any time limitation whatsoever, by proposing that it would have the authority to do so in *any* situation, "as permitted by state law." BellSouth has not sought to express in the agreement the boundaries on its bill rendering powers that might be established by state laws, and IDS does not view BellSouth's invocation of state laws as a reliable or reassuring bulwark protecting IDS from the receipt of bills from BellSouth for services that could have been rendered at any time in the past. For example, state laws might provide that the cut-off date for rendering bills is a contract issue to be worked out between the parties. If BellSouth's proposed provision is accepted, then such a state law would permit BellSouth to render bills without time limit in any situation that BellSouth, in its exclusive discretion, deems to "necessitate" such billing.

74. As a competitor of BellSouth, IDS warrants protection from such billing practices. BellSouth cannot credibly represent that it would be an arduous burden for BellSouth to render

bills within one year after providing service. To the contrary, it can reasonably be concluded that one year is an extremely generous amount of time to allow for accomplishing this task. If BellSouth cannot meet this bill rendering responsibility, it should not be given a blank check to pass its billing problems on to its competitor by rendering bills free of any deadline.

75. Finally, as noted above, IDS has proposed that it should be given the option of paying bills to BellSouth in equal installments over six months, on an interest-free basis, if the bills cover periods of service occurring more than 30 days before BellSouth issues the bill. The reason for this proposal is that, because of the fact that BellSouth will have authority under the contract to render bills for periods as long as one year before the billing date,[33] the amounts of such bills could be substantial in absolute terms and in comparison to typical monthly bills issued to IDS by BellSouth. Allowing IDS to spread out the payments over a period not exceeding six months would help IDS absorb the impact of receiving large, unexpected bills. Given the fact that these bills for prior payment periods would be issued because of BellSouth's failure to generate bills in a timely fashion, IDS believes it would be a fair and reasonable practice to permit these interest-free, installment payments.

BellSouth's Position

76. BellSouth has maintained that there is no basis for restricting its authority to bill for prior service periods without any limitations, so long as such billing is permitted under state laws.

Issue I

[33] In addition, if IDS does not prevail in its request to the TRA in this proceeding that BellSouth should not be permitted to invoke open-ended exceptions under which BellSouth could bill for periods extending more than one year before the billing date, then the bills submitted to IDS would be even higher.

Before BellSouth discontinues services to IDS, should BellSouth be required to make commercially reasonable efforts to work with IDS to avoid the suspension or termination of service? In providing that it will have authority to suspend or terminate service for nonpayment of undisputed amounts, should BellSouth be permitted to include provisions in the agreement that narrowly define what constitutes a bona fide dispute over amounts owed by IDS?

Background

77. The draft agreement provides that BellSouth may suspend or terminate service to IDS in the event of any prohibited, unlawful, or improper use of facilities or services by IDS, any abuse of BellSouth's facilities by IDS, or any other violation of or non-compliance with the rules of BellSouth's tariffs. IDS has proposed to modify the text proposed by BellSouth to include provisions under which BellSouth would agree, prior to suspending or terminating service, to use commercially reasonable efforts to work with IDS to avoid the suspension or termination.

78. These efforts would include (1) advising IDS of the reasons leading to BellSouth's intention to suspend or terminate the service; (2) discussing with IDS steps that could be taken to correct any problems associated with IDS's use of the service; and (3) working with IDS to develop a reasonable and expeditious implementation schedule to correct the problems in order to avoid suspension or termination. The notice provided by BellSouth regarding its planned suspension or termination of service would also indicate a specific effective date after which BellSouth would no longer provide the service. In addition, under IDS's proposal, BellSouth would not terminate service, or refuse to fill pending service orders, so long as the reasons for the intended termination are the subject of an inter-company dispute resolution process, or are the subject of a proceeding pending before a state agency or the FCC.

79. BellSouth proposes to include in the agreement provisions that define whether there is a bona fide dispute between the parties with respect to amounts owed by IDS. If BellSouth finds

that IDS has not paid amounts that are not subject to a bona fide dispute, then BellSouth would have the right to suspend or terminate service without any further process.

80. Under BellSouth's proposed definition, a dispute would not be considered to be "bona fide" unless it involves a specific amount of money actually billed by BellSouth. The BellSouth proposal would require that the dispute must be clearly explained by IDS and supported by written documentation from IDS, which clearly shows the basis for IDS's dispute of the charges. In addition, the dispute would have to be itemized by IDS to show the "Q Account" and earning number against which the disputed amount applies. BellSouth also proposes that the agreement should state, by way of example, that a bona fide dispute would not include (1) a refusal by IDS to pay all or part of a bill if IDS has provided no written documentation to support the dispute; (2) a refusal by IDS to pay other amounts owed by IDS until the dispute is resolved; or (3) claims by IDS for damages of any kind.

IDS's Position

81. A requirement that BellSouth must work with IDS to avoid a suspension or termination of service would serve several important functions. First, it would provide IDS with a meaningful opportunity to work cooperatively with BellSouth to preserve the contractual relationship by identifying and fixing problems that threaten the suspension or loss of service. This establishment of a cooperative, rather than an adversarial, process between BellSouth and IDS would serve the interests of both companies.

82. Second, consumers would benefit from the mechanism IDS is proposing. The purpose of the mechanism is to maximize the prospect that the suspension or termination of service can be avoided through the mutual efforts of BellSouth and IDS to identify and resolve the problems prompting BellSouth's announced intention to cut off service. To the extent that service can re-

main in place as a result of the successful use of the processes IDS proposes to include in the agreement, IDS's customers would not experience any disruption in the services they receive from IDS. Service disruptions for IDS's business customers lead to lost revenues, as well as the ripple effects of disruption and inconvenience imposed upon the customers of these businesses. These considerations, in IDS's view, illustrate the reasonableness and benefits of the mechanisms IDS seeks to include in the agreement.

83. Third, the mechanism proposed by IDS would preserve and promote pro-competitive policies. The fact cannot be ignored that, at least during the early stages of competition which characterize the current state of local exchange markets, competitive LECs such as IDS find themselves disproportionately dependent upon the facilities and services of incumbent LECs as critical components in the competitive LECs' efforts to enter local exchange markets and expand their businesses. In these circumstances, the ability of new entrants to compete effectively could be seriously undermined if incumbent LECs were given broad discretion to suspend or terminate service to their competitors without being required to adhere to established processes by which both parties to the contract would make serious efforts to preserve the contract and avoid the discontinuance of service.

84. No one should pretend that BellSouth no longer exercises significant power in local exchange markets. One means of exercising and preserving this power is to seize the authority to suspend or terminate service to competitors without providing any fair or practical process by which the competitors can take steps to cure the problems (or dispute that the problems actually exist), and thus avoid the loss of service. IDS has proposed that such a process be included in the agreement because IDS has practical knowledge of the fact that competitive LECs are highly

vulnerable to the loss of customers and other competitive setbacks if they have no means or opportunity to avoid threatened discontinuance of service.

85. Turning to BellSouth's proposed definition of what will constitute a bona fide dispute with respect to IDS's non-payment of any charges assessed by BellSouth, IDS believes that BellSouth's approach is unreasonable and should be rejected for several reasons.

86. One of BellSouth's proposed criteria for bona fide disputes is that IDS must identify a specific amount of money actually billed by BellSouth, must clearly explain the nature of the dispute with written documentation, and must "itemize" the dispute with reference to Q Accounts and earning numbers. If IDS fails to comply with these requirements, then its billing dispute with BellSouth will not achieve the rank of a "bona fide" dispute and IDS will be subject to the suspension or termination of service without further recourse.

87. On the one hand, IDS is sympathetic toward the notion that incumbent LECs desire to prevent circumstances in which disputes raised by competitive LECs may have the effect of avoiding or delaying payment of amounts due because the competitive LECs make what BellSouth would consider to be vague and imprecise allegations regarding the correctness of the bill issued by the incumbent LEC. These deficient allegations would then launch what may be a protracted dispute resolution process during which time the incumbent LEC receives no payment for services it believes it has rendered. But IDS cannot agree to the solution that BellSouth has fashioned for this potential problem, because the solution will have the effect of severely and unfairly impairing IDS's ability to protect itself against being forced to pay incorrect or inadequately explained charges in order to avoid losing service.

88. To take one example of the problems that IDS would face if BellSouth's definition of bone fide disputes is incorporated into the interconnection agreement, there have been cases in

the past in which IDS has received bills from BellSouth that lack documentation and cannot be verified from IDS's own records. In these cases, IDS had no way of determining the relationship between the billed amounts and services supposedly rendered by BellSouth, nor could IDS evaluate or explain the origin of the amounts claimed to be due.

89. Under the approach advocated by BellSouth, IDS would confront the "Catch 22" task of clearly explaining the nature of the dispute through written documentation and "itemizing" the dispute through reference to specific billing codes. In cases that IDS has already experienced with BellSouth, it would be impossible for IDS to meet these requirements because BellSouth's bill did not provide sufficient information for IDS to trace through the factors that led to the production of the incorrect bill. In short, IDS was presented with a bill that appeared to be wrong on its face, IDS believed it was justified in seeking to contest the apparently incorrect bill, but IDS had no means of providing the type and extent of documentation called for in BellSouth's proposal because the bill itself did not arm IDS with the information necessary to provide this documentation.

90. Thus, the problem with BellSouth's approach is that it conveniently seeks to shift the "burden of proof" to the wrong party. BellSouth is asking the TRA to accept a provision in the interconnection agreement which would authorize BellSouth to say in effect to IDS, "You claim that you have been billed for services you never received. But we have read your written documentation, and we have concluded that you have not clearly explained and supported your claim. Therefore, we are cutting off your service."

91. IDS respectfully suggests, however, that the TRA should place the shoe on the other foot. BellSouth is the service provider, and it therefore should be required to meet its responsibility to render bills that are fully documented and supported. If BellSouth's bill is challenged by

a competitive LEC, then it should be BellSouth's responsibility to justify and explain how it arrived at the billed amounts. After all, BellSouth is in possession of *all the information* that forms the basis for the bill. The recipient of the bill, in contrast, does not have access to all the information necessary to audit and verify the bill. But this task of auditing and verifying the bill is precisely what BellSouth is seeking to dump into IDS's lap, with the additional proviso that BellSouth will serve as judge and jury in determining whether IDS has earned the right to have its dispute count as a "bona fide" dispute.

92. IDS submits that such procedures would be unfair and unreasonable if they were utilized in connection with BellSouth's dealings with any of its customers, but the procedures are particularly odious in this case because BellSouth seeks to impose them upon a competitor. If such a provision were permitted to be part of the agreement, BellSouth would have the perverse incentive of rendering bills that are less, rather than more, detailed and complete, because doing so would complicate and hamper the task of competitors in attempting to clear the hurdles erected by BellSouth's definition of a bona fide dispute.

93. BellSouth has also proposed that a bona fide dispute will not include a refusal by IDS to pay other amounts owed by IDS until the dispute is resolved. Thus, if IDS presents a dispute that BellSouth in fact considers to be bona fide, but IDS also indicates that it will refuse to pay other amounts that are due for other services and are not contested by IDS, until problems with the disputed bill are resolved, then BellSouth will have the authority to suspend or terminate service.

94. IDS does not dispute that there could be some surface logic to BellSouth's proposal in more conventional contexts of billing relationships between service providers and customers. For example, if a customer purchases five items at a department store, receives a monthly statement

listing the charges, and believes that the price of one of the items has not been correctly rendered, then it could be argued in this type of context that the customer should reasonably be expected to pay the bill for the other four items while sorting out the problem with the fifth purchase.

95. IDS believes, however, that the billing relationships between incumbent LECs and competitive LECs fit into a different mold, epitomized by the fact that the parties do not have equal bargaining power, nor do they compete as equals in the local exchange marketplace. The fact that IDS is entitled to file this arbitration petition and seek redress from the TRA is evidence of the public policy judgment made by Congress that the negotiation of interconnection agreements should not be treated as an exclusively private matter between incumbent LECs and competitive LECs because of their unequal bargaining and market positions, and because of the incentives of incumbent LECs to be less than cooperative in opening up their monopoly markets to competition.

96. Another difficulty with the BellSouth proposal is that it is designed to give BellSouth unilateral and unfettered authority to define the parameters of the dispute between the parties. BellSouth proposes that a bona fide dispute would not include "the refusal [by IDS] to pay other amounts owed by IDS until the dispute is resolved." Apart from the vagueness of this formulation, it suffers the infirmity of providing BellSouth with the unchallenged last word in deciding whether the "other amounts" that IDS is refusing to pay are part of the dispute or fall outside the dispute.

97. For example, in a case in which IDS attempts to convert customers from resale to UNE-P and BellSouth fails to undertake the conversion in a timely and effective manner as a result of its negligence, IDS might choose to dispute the continued assessment of resale charges on the grounds that, if BellSouth had met its statutory responsibility to effect the conversion in a

timely and effective manner, then IDS would only be required to pay the lower UNE-P charges. IDS might also dispute any continuing BellSouth bills for access charges on the same grounds, because, if the conversion had been carried out successfully at the time it was requested, access charges associated with BellSouth's resale service no longer would have applied.

98. If IDS, in the circumstances described in the example, refuses to pay either the resale charges or the access charges until its dispute regarding BellSouth's negligent failure to convert IDS's customers to UNE-P is resolved, but BellSouth decides that the access charges are "other amounts" and therefore are not part of any bona fide dispute, then IDS would immediately face suspension or termination of service, notwithstanding its assertion that the two charges are inextricably part of the same dispute. IDS believes that permitting BellSouth to wield such unbridled authority over the question of how the "bona fide" dispute is defined would be unreasonable, unfair, and anticompetitive.

BellSouth's Position

99. It is IDS's understanding that BellSouth opposes the provisions proposed by IDS for avoiding the suspension or termination of service because BellSouth considers these provisions to be unnecessary in light of BellSouth's current policy of seeking to work with its customers to resolve billing and other problems and thus eliminate any need for suspension or termination of service. In light of this current policy, there is no need to codify any additional or duplicative requirements in the interconnection agreement.

100. It is also IDS's understanding that BellSouth believes its definition of bona fide disputes is necessary as a means of preventing competitive LECs from attempting to invoke dispute resolution processes as a means of avoiding or delaying payment of legitimate charges.

Issue J

Should BellSouth be allowed to require IDS to submit to BellSouth for approval certain advertising material relating to the interconnection agreement?

Background

101. In Exhibit C of Attachment 1 and Exhibit A of Attachment 2 of the Draft Agreement there are identical provisions requiring IDS to submit certain advertising and other publicity matters for prior approval by BellSouth. Specifically, Section VI.C of Attachment 1, Exhibit C, and Section III.B of Attachment 2, Exhibit A, both titled "Line Information Data Base ('LIDB') Storage Agreement," state:

> IDS 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 IDS further agrees not to publish or use advertising, sales promotions, press releases, or publicity matters without BellSouth's prior written approval.

IDS has proposed striking the quoted language in its entirety in both Attachment 1 and in Attachment 2. Without this provision, IDS would not be required to submit any advertising, sales promotion, press releases, or other publicity matters relating to the agreement to BellSouth and await BellSouth's prior written approval. IDS would still be required to comply with the provisions of Section 9.1 of the General Terms and Conditions relating to the use of BellSouth's corporate trade names, logos, trademarks or service marks, or those of BellSouth's affiliated companies.

IDS's Position

102. IDS objects to both the substance of the disputed language, and the placement of the language in the Agreement. First, IDS believes that it would be completely inappropriate for IDS to submit advertising, sales promotion, press releases, and other publicity matters to its chief

competitor and then await written approval before using any of this material. This provision of the Agreement is clearly anticompetitive because it requires submission of all advertising material that mentions BellSouth explicitly or merely infers or implies a reference to BellSouth. Under such a provision, IDS would have to obtain prior approval to use lawful advertising that compares BellSouth's service to IDS's service, even though BellSouth has agreed in the General Terms and Conditions section that such advertising is permitted. Also, IDS could not issue a press release, without prior permission, saying that it had a new interconnection agreement with BellSouth even though the agreement itself must be publicly available pursuant to Section 252(i) of the Act.

103. IDS believes that the language it has proposed for Section 9.1 of the General Terms and Conditions[34] is sufficient to protect BellSouth's trade names, logos, trademarks, and service marks. If IDS violates that provision of the Agreement then BellSouth may seek remedies available under the Agreement or intellectual property law. It is antithetical to the purposes of the Telecommunications Act of 1996 of opening local exchange markets to competitive entry and increasing competition in the provision of telecommunications services to restrict a competitive LEC's advertising by requiring prior written approval of the monopoly provider.[35]

104. IDS also believes that it is inappropriate for BellSouth to include this provision, which is broader than the General Terms and Conditions provision relating to the use of BellSouth's trade name, logos, trademarks and services marks, in Exhibits that are supposedly dealing with LIDB storage for UNEs and resale. This provision is completely unrelated to the subject of the

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[34] See Issue B, *supra*.

[35] *Local Competition Order*, 11 FCC Rcd at 15505-06 (para. 3).

Exhibits or Attachment 1 or 2, and IDS is not using either of the Attachments or Exhibits as a stand alone agreement.

BellSouth's Position

105. BellSouth argues that it cannot adequately protect its trade names, logos, trademarks, or service marks, unless competitive LECs submit advertising for BellSouth's review and written approval. BellSouth also claims that the language is in Exhibits of Attachments 1 and 2 because sometimes those Exhibits and Attachments are used as a stand alone agreement.

Issue K

In connection with its provision of unbundled local circuit switching, should BellSouth be required, for billing purposes, to re-rate as local calls any calls that originate and terminate in an extended local calling area, and that cannot initially be identified as a local call by BellSouth's switching facilities?

Background

106. The Draft Agreement provides that BellSouth's unbundled local circuit switching provides local exchange subscribers of competitive LECs with access to local calling and the ability to presubscribe to a primary carrier of intraLATA or interLATA toll service, or both.[36] The Draft Agreement also provides that, for the purposes of the Attachment relating to network elements and other services, local calls are defined as those direct dialed telephone calls that (1) originate and terminate within the basic local calling area or within extended local calling areas; and (2) are dialed using seven or 10 digits, as defined and specified in Section A3 of BellSouth's General Subscriber Services Tariff.

107. IDS has proposed to add a provision to this section of the Draft Agreement that states that, in extended local calling areas where BellSouth switches do not have translations that en-

[36] Draft Agreement, Attach. 2, Sec. 4.1.3.2.

able the switch to route calls through the network in a manner that enables the calls to be identified as local calls, BellSouth will re-rate all such calls as local calls prior to billing.

IDS's Position

108. Without the proposed language, IDS will be precluded from offering extended local calling areas in competition with BellSouth and other competitive carriers. BellSouth offers its customers extended local calling areas whereby the customer pays local service rates for calls that would otherwise be intraLATA toll calls. When BellSouth provides this service to end users, it's billing department rerates extended area calls because its switch is programmed to rate those calls as intraLATA toll calls. If IDS purchases unbundled local switching from BellSouth, however, BellSouth refuses to rerate these extended local calling area calls for IDS. Without BellSouth rerating the calls, IDS will not be in a position to offer extended local calling areas.

109. Section 251(c)(3) of the Act requires BellSouth to provide competitive LECs, such as IDS, with nondiscriminatory access to UNEs. The FCC has determined that local switching is a network element that must be unbundled.[37] Without the language proposed by IDS, BellSouth would be allowed to offer service to IDS that is inferior to the service that BellSouth provides itself. In addition, BellSouth would violate Section 51.307(c) of the FCC's Rules by refusing to provide IDS with all of the features, functions, and capabilities of local switching. Such a result, would violate not only the letter of the law, but also the spirit of the law, which was designed to provide competitive LEC like IDS to compete on an even playing field with incumbent LECs like BellSouth.

110. IDS believes that its request is rather modest because it is requesting only to provide extended local calling areas that are identical to those provided by BellSouth. IDS believes that it

[37] *See* Section 51.319(c) of the FCC's Rules, 47 C.F.R. § 51.319(c).

is entitled to designate any local calling area within a LATA. Under the terms of Attachment 3 of the Agreement, IDS may designate its own local calling area up to the size of an entire LATA, *if* IDS has its own switching equipment. This provision allows IDS to offer local calling plans to customers that will allow customers to avoid charges associated with intraLATA toll calls. Because the theory behind unbundled local switching is that the switch is treated as if it were owned by IDS,[38] IDS should have the opportunity to designate any local calling area when it purchases unbundled local switching just as it may do when IDS owns its own switch. IDS recognizes that BellSouth may have difficulties rating local calling area plans that do not match those offered by BellSouth. Therefore, IDS has asked that BellSouth rerate extended local calling area calls that BellSouth rerates for itself.

BellSouth's Position

111. BellSouth has refused to accept the language proposed by IDS because BellSouth is of the view that it does not have any statutory or regulatory obligation to rerate calls in the manner proposed by IDS.

IV. ISSUES RESOLVED BY THE PARTIES

112. IDS and BellSouth have been successful in resolving several substantive issues during the course of their negotiations. The principal issues with respect to which agreement was reached are briefly summarized in the chart contained in Exhibit 4.

V. RELIEF REQUESTED

113. WHEREFORE, IDS respectfully requests that:

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[38] *See* Section 51.309(c) of the FCC's Rules, 47 C.F.R. § 51.309(c) ("a telecommunications carrier purchasing access to an unbundled network facility is entitled to exclusive use of that facility for a period of time, or when purchasing access to a feature, function, or capability of a facility, a telecommunications carrier is entitled to use of that feature, function, or capability for a period of time.").

114. The TRA initiate an arbitration proceeding in accordance with Section 252 of the Act.

115. The TRA enter an award in favor of IDS with respect to the issues in disagreement, as described in Section III of this Petition.

116. The TRA take such other and further actions as it deems appropriate.

This 5th day of January, 2001.

Respectfully submitted,

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By: 

Counsel for Petitioner

CERTIFICATE OF SERVICE

Pursuant to Section 252(b)(3) of the Communications Act of 1934, I hereby certify that a copy of this petition has been served to:

Guy Hicks
General Counsel
BellSouth Telecommunications, Inc.
333 Commerce Street
Suite 2101
Nashville, Tennessee 37201

By: 

Gail Reese

Counsel for Petitioner

Exhibit 1

@ BELLSOUTH

BellSouth Interconnection Services
675 West Peachtree Street, NW
Room 34S91
Atlanta, Georgia 30375

Beth Shiroishi
(404) 927-8997
Fax: (404) 529-7839

July 25, 2000

Keith Kramer
VP - Sales & Marketing
IDS Long Distance, Inc.
1525 NW 167th Street
Suite 200
Miami, FL 33169

RE: Request that IDS Long Distance, Inc. engage in negotiations with BellSouth Telecommunications, Inc. pursuant to Section 251(c)(1) of the Telecommunications Act of 1996 and Section 2.2 of the Interconnection Agreement Between IDS Long Distance, Inc. and BellSouth Telecommunications, Inc.

Dear Mr. Kramer:

On January 27, 1999, BellSouth Telecommunications, Inc. ("BellSouth") and IDS Long Distance, Inc. ("IDS Long Distance") entered into an Interconnection Agreement ("Agreement"). The expiration date for that Agreement is January 26, 2001. Pursuant to the amended Section 2.2 of the Agreement, re-negotiations for the terms, conditions and prices for local interconnection begin on July 30, 2000.

As such, pursuant to Section 2.2 of the Agreement and in compliance with Section 251(c)(1) of the Communications Act of 1934, as amended ("Act"), BellSouth is hereby documenting the need for negotiations between IDS Long Distance and BellSouth. With this letter, good-faith negotiations shall officially commence between BellSouth and IDS Long Distance to enter into a new Interconnection Agreement.

This letter is intended to fulfill BellSouth's notification obligation set forth in the Agreement. To facilitate the negotiation process, a copy of the BellSouth Standard Interconnection Agreement is on the web at www.interconnection.bellsouth.com Once you have had an opportunity to review the proposed agreement, please forward your questions via fax or e-mail to my attention.

BellSouth looks forward to working with IDS Long Distance in reaching a mutually agreeable Agreement. Should you have questions regarding this letter or relative to BellSouth's Standard Interconnection Agreement, please do not hesitate to call me.

Sincerely,

Beth Shiroishi
Manager, Interconnection Services

cc: Jerry Hendrix, BellSouth
Parkey Jordan, BellSouth
Sandra Cetti, BellSouth
Angela Williams, BellSouth
Michael Noshay, IDS Long Distance
Bill Gulas, IDS Long Distance (via e-mail)

Exhibit 2

AGREEMENT

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation and IDS Telcom, L.L.C., a Florida limited liability company ("IDS"), and shall be deemed effective as of the date signed by all parties to the Agreement. This Agreement may refer to either BellSouth or IDS or both as a "Party" or "Parties."

W I T N E S S E T H

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, IDS is or seeks to become a CLEC authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, IDS wishes to resell BellSouth's telecommunications services and purchase network elements and other services, and the Parties wish to interconnect their facilities and exchange traffic pursuant to sections 251 and 252 of the Act.

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

1. 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.

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.

Communications Act of 1934 ("Act") (47 U.S.C. Sections 151 et seq.) as amended by the Telecommunications Act of 1996, Public Law 104.104.

Competitive Local Exchange Carrier (CLEC) means a telephone company certificated by the Commission to provide local exchange service within BellSouth's franchised area.

End User means the ultimate user of the Telecommunications Service.

FCC means the Federal Communication Commission.

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.

2. Term of the Agreement

2.1 The term of this Agreement shall be two years, beginning _____ and shall apply to the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.

2.2 The Parties agree that by no earlier than two hundred seventy (270) days and no later than one hundred and eighty (180) days prior to the expiration of this Agreement, they shall commence negotiations for a new agreement to be effective beginning on the expiration date of this Agreement ("Subsequent Agreement"). If as of the expiration of this Agreement, a Subsequent Agreement has not been executed by the Parties, then except as set forth in Section 2.3.2 below, 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 2.3 below.

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 negotiate new terms, conditions and prices for a Subsequent Agreement, either Party may petition the Commission to establish appropriate terms, conditions and prices for the Subsequent Agreement pursuant to 47 U.S.C. 252. 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 Subsequent Agreement 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.

2.3.1 Except as set forth in Section 2.3.2 below, 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 no arbitration proceeding has been filed in accordance with Section 2.3 above, 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

IDS 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 IDS 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 as of the date of execution.

2.3.2 Notwithstanding Section 2.3 above, in the event that as of the date of expiration of this Agreement the Parties have not entered into a Subsequent Agreement and (1) no arbitration proceeding has been filed in accordance with Section 2.2 above, and (2) IDS either is not certified as a CLEC in any particular state to which this Agreement applies or has not ordered any services under this Agreement as of the date of expiration, then this Agreement shall not continue on a month to month basis but shall be deemed terminated as of the expiration date hereof.

3. OSS

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

4. Parity

When IDS 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 IDS shall be at least equal in quality to that which BellSouth provides to itself, its affiliates or any other telecommunications carrier. The quality of the interconnection between the networks of BellSouth and the network of IDS 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 IDS.

5. White Pages Listings

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

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

5.2.1 Rates. So long as IDS provides subscriber listing information to BellSouth in accordance with Section 5.3 below, BellSouth shall provide to IDS one (1) primary White Pages listing per IDS subscriber at no charge other than applicable service order charges as set forth in BellSouth's tariffs.

5.3 Procedures for Submitting IDS Subscriber Information are found in BellSouth's Ordering Guide for manually processed listings and in the Local Exchange Ordering Guide for mechanically submitted listings. _

5.3.1 Notwithstanding any provision(s) to the contrary, IDS shall provide to BellSouth, and BellSouth shall accept, IDS's Subscriber Listing Information (SLI) relating to IDS's customers in the geographic area(s) covered by this Interconnection Agreement. IDS authorizes BellSouth to release all such IDS SLI provided to BellSouth by IDS to qualifying third parties via either license agreement or BellSouth's Directory Publishers Database Service (DPDS), General Subscriber Services Tariff, Section A38.2, as the same may be amended from time to time. Such CLEC SLI shall be intermingled with BellSouth's own customer listings and listings of any other CLEC that has authorized a similar release of SLI. Where necessary, BellSouth will use good faith efforts to obtain state commission approval of any necessary modifications to Section A38.2 of its tariff to provide for release of third party directory listings, including modifications regarding listings to be released pursuant to such tariff and BellSouth's liability thereunder. BellSouth's obligation pursuant to this Section shall not arise in any particular state until the commission of such state has approved modifications to such tariff.

5.3.2 No compensation shall be paid to IDS for BellSouth's receipt of IDS SLI, or for the subsequent release to third parties of such SLI. In addition, to the extent BellSouth incurs costs to modify its systems to enable the release of CLEC'1s SLI, or costs on an ongoing basis to administer the release of IDS SLI, IDS shall pay to BellSouth its proportionate share of the reasonable costs associated therewith.

5.3.3 BellSouth shall not be liable for the content or accuracy of any SLI provided by IDS under this Agreement. IDS shall indemnify, hold harmless and defend BellSouth from and against any damages, losses, liabilities, demands claims,

suits, judgments, costs and expenses (including but not limited to reasonable attorneys' fees and expenses) arising from BellSouth's tariff obligations or otherwise and resulting from or arising out of any third party's claim of inaccurate IDS listings or use of the SLI provided pursuant to this Agreement. BellSouth may forward to IDS any complaints received by BellSouth relating to the accuracy or quality of IDS listings.

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

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

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

5.6 Listing Information Confidentiality. BellSouth will accord IDS's directory listing information the same level of confidentiality that BellSouth accords its own directory listing information, and BellSouth shall limit access to IDS'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 IDS subscribers at no charge or as specified in a separate BAPCO agreement.

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

6.1 BellSouth shall, upon request of IDS, provide to IDS access to its network elements at any technically feasible point for the provision of IDS' telecommunications service where such access is necessary and failure to provide access would impair the ability of IDS to provide services that it seeks to offer. Any request by IDS 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.

6.2 IDS shall submit any Bona Fide Request/New Business Request in writing to IDS's Account Manager. The BFR/NBR 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. The BFR/NBR also shall include IDS'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

7.1 Subpoenas Directed to BellSouth. Where BellSouth provides resold services or local switching for IDS, BellSouth shall 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 IDS end users. Billing for such requests will be generated by BellSouth and directed to the law enforcement agency initiating the request. BellSouth shall maintain such information for IDS end users for the same length of time it maintains such information for its own end users.

7.2 Subpoenas Directed to IDS. Where BellSouth is providing to IDS telecommunications services for resale or providing to IDS the local switching function, then IDS agrees that in those cases where IDS receives subpoenas or court ordered requests regarding targeted telephone numbers belonging to IDS end users, and where IDS does not have the requested information, IDS will advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to BellSouth for handling in accordance with 7.1 above.

7.3 In all other instances, where either Party receives a request for information involving the other Party's end user, the Party receiving the request will advise the law enforcement agency initiating the request to redirect such request to the other Party.

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 IDS revenues.

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

8.3 Liability for Acts or Omissions of Third Parties. Neither Party shall be liable to the other party for any act or omission of another telecommunications company providing services to the Parties hereunder.

DISAGREE – 8.4.1, 8.4.4, and 8.5:

8.4 Limitation of Liability –

8.4.1 Except for any indemnification obligations of the Parties hereunder, 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 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 except in instances of negligence, gross negligence, negligent or fraudulent misrepresentation or willful or wanton misconduct. **BELLSOUTH DISAGREES WITH DARKER SHADED LANGUAGE**

8.4.2 Limitations in Tariffs. A Party may, in its sole discretion, provide in its tariffs and contracts with its End Users 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 the End User 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 IDS shall be liable for damages to the other Party's terminal location, equipment or End User 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 Party's negligence or willful misconduct or by a Party's failure to ground properly 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, unless such loss results from the negligence, gross negligence, negligent or fraudulent misrepresentation or willful or wanton misconduct of the Party. **BELLSOUTH DISAGREES WITH DARKER SHADED LANGUAGE**

8.4.5 To the extent any specific provision of this Agreement purports to impose liability, or limitation of liability, on either Party different from or in conflict with the liability or limitation of liability set forth in this Section, then with respect to any facts or circumstances covered by such specific provisions, the liability or limitation of liability contained in such specific provision shall apply.

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 End User 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, unless and except in instances where the Party providing services hereunder has acted or failed to act in a manner which constitutes negligence, gross negligence, willful or wanton misconduct, or negligent or fraudulent misrepresentation in the provision of such services or in the failure to provide such services.
BELLSOUTH DISAGREES WITH DARKER SHADED LANGUAGE

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

DISAGREE – 9.1:

BELLSOUTH ORIGINAL PROPOSAL:

9.1 No License; Use of Marks. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. **IDS DISAGREES WITH SECOND SENTENCE SHOWN IN DARKER SHADED AREA** IDS 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.

BELLSOUTH COUNTERPROPOSAL TO SECOND SENTENCE:

Both Parties are strictly prohibited from any use, including but not limited to in sales, marketing, or advertising of telecommunications services, of any name, logo, trademark or service mark (collectively, "Marks") of the other Party. Notwithstanding the foregoing, the Party receiving a service under this Agreement may, as necessary and as the case may be, make oral and factual references to the trade name "BellSouth" or "IDS" in response to a direct individual inquiry from a particular customer or potential customer regarding the source of the underlying service or the identity of a service technician; provided, however, that IDS' advertising and marketing materials shall not reference BellSouth or BellSouth's network as the source of the service provided by IDS. In addition, either Party may reference the trade name "BellSouth" or "IDS" in comparative advertising so long as the reference is truthful and factual, does not infringe any intellectual property rights of the other Party and otherwise complies with all applicable laws.

IDS' PROPOSAL TO 9.1:

9.1 No License. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. Both Parties are strictly prohibited from any use, including but not limited to in sales, marketing, or advertising of telecommunications services, of any name, logo, trademark or service mark (collectively, "Marks") of the other Party. Notwithstanding the foregoing, the Party receiving a service under this Agreement may make factual references to the trade name "BellSouth" or "IDS" for the purpose of identifying the source of the underlying service or for the purpose of identifying a service technician; provided, however, that IDS' advertising materials shall not reference BellSouth or BellSouth's network as the source of the service provided by IDS. In addition, either Party may reference the trade name "BellSouth" or "IDS" in comparative advertising so long as the reference is truthful and factual, does not infringe any intellectual property rights of the other Party and otherwise complies with all applicable laws.

9.2 Ownership of Intellectual Property. Any intellectual property which originates from or is developed by a Party shall remain the exclusive property 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 in the manner contemplated under this Agreement 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 the 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 and sole option, 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. Proprietary and Confidential Information

10.1 Proprietary and Confidential Information. It may be necessary for BellSouth and IDS, each as the "Discloser," to provide to the other party, as "Recipient," certain proprietary and confidential information (including trade secret information) including but not limited to technical, financial, marketing, staffing and business

plans and information, strategic information, proposals, request for proposals, specifications, drawings, prices, costs, procedures, processes, business systems, software programs, techniques, customer account data, call detail records and like information (collectively the "Information"). All Information shall be provided to Recipient in written or other tangible or electronic form, clearly marked with a confidential and, proprietary notice. Information orally or visually provided to Recipient must be designated by Discloser as confidential and proprietary at the time of such disclosure and must be reduced to writing marked with a confidential and proprietary notice and provided to Recipient within thirty (30) calendar days after such oral or visual disclosure.

10.2 Use and Protection of Information. Recipient shall use the Information solely for the purpose(s) of performing its obligations under this Agreement, and Recipient shall protect Information from any use, distribution or disclosure except as permitted hereunder. Recipient will use the same standard of care to protect Information as Recipient uses to protect its own similar confidential and proprietary information, but not less than a reasonable standard of care. Recipient may disclose Information solely to the Authorized Representatives of the Recipient who (a) have a substantive need to know such Information in connection with performance of the Agreement; (b) have been advised of the confidential and proprietary nature of the Information; and (c) have personally agreed in writing to protect from unauthorized disclosure all confidential and proprietary information, of whatever source, to which they have access in the course of their employment. "Authorized Representatives" are the officers, directors and employees of Recipient and its Affiliates, as well as Recipient's and its Affiliates' consultants, contractors, counsel and agents.

10.3 Ownership, Copying & Return of Information. Information remains at all times the property of Discloser. Recipient may make tangible or electronic copies, notes, summaries or extracts of Information only as necessary for use as authorized herein. All such tangible or electronic copies, notes, summaries or extracts must be marked with the same confidential and proprietary notice as appears on the original. Upon Discloser's request, all or any requested portion of the Information (including, but not limited to, tangible and electronic copies, notes, summaries or extracts of any information) will be promptly returned to Discloser or destroyed, and Recipient will provide Discloser with written certification stating that such Information has been returned or destroyed.

10.4 Exceptions. Discloser's Information does not include: (a) any information publicly disclosed by Discloser; (b) any information Discloser in writing authorizes Recipient to disclose without restriction; (c) any information already lawfully known to Recipient at the time it is disclosed by the Discloser, without an obligation to keep confidential; or (d) any information Recipient lawfully obtains from any source other than Discloser, provided that such source lawfully disclosed and/or independently developed such information. If Recipient is required to provide Information to any court or government agency pursuant to

written court order, subpoena, regulation or process of law, Recipient must first provided Discloser with prompt written notice of such requirement and cooperate with Discloser to appropriately protect against or limit the scope of such disclosure. To the fullest extent permitted by law, Recipient will continue to protect as confidential and proprietary all Information disclosed in response to a written court order, subpoena, regulation or process of law.

10.5 Equitable Relief. Recipient acknowledges and agrees that any breach or threatened breach of this Section 10 is likely to cause Discloser irreparable harm for which money damages may not be an appropriate or sufficient remedy. Recipient therefore agrees that Discloser or its Affiliates, as the case may be, are entitled to receive injunctive or other equitable relief to remedy or prevent any breach or threatened breach of this Section 10. Such remedy is not the exclusive remedy for any breach or threatened breach of this Section 10, but is in addition to all other rights and remedies available at law or in equity.

10.6 Survival of Confidentiality Obligations. The parties' rights and obligations under this Section 10 shall survive and continue in effect until two (2) years after the expiration or termination date of this Agreement with regard to all Information exchanged during the term of this Agreement. Thereafter, the parties' rights and obligations hereunder survive and continue in effect with respect to any Information that is a trade secret under applicable law.

11. Assignments

Any assignment by either Party to any non-affiliated entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void. Consent by the other Party shall not be unreasonably withheld. A Party may assign this Agreement or any right, obligation, duty or other interest hereunder to an Affiliate of the Party without the consent of the other Party; provided, however, that the assigning Party shall notify the other Party in writing of such assignment thirty (30) days prior to the effective date thereof and, provided further, if the assignee is an assignee of IDS, the assignee must provide evidence of Commission CLEC certification. The Parties shall amend this Agreement to reflect such assignments and shall work cooperatively to implement any changes required due to such assignment. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations.

DISAGREE – 12:

12. Resolution of Disputes

BELLSOUTH PROPOSAL:

Except as otherwise stated in this Agreement, if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the aggrieved Party shall 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.

IDS' PROPOSAL:

12.1 Alternative to Litigation. Except as provided under Section 252 of the Act with respect to the approval of this Agreement by the Commission, the Parties desire to resolve disputes arising out of or relating to this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following alternative dispute resolution procedures as their sole remedy (except as provided in Section 12.2 and Section 12.4) with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

12.2 Negotiations. At the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising out of or relating to this Agreement. The Parties intend that these negotiations be conducted by business representatives. Subject to the provisions of Section 12.3 the location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures, such as mediation, to assist in the negotiations or recourse to the Commission or the FCC as provided in Section 12.4. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for purposes of settlement, exempt from discovery, and shall not be admissible in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise discoverable or admissible, be discovered or be admitted in evidence, in the arbitration or lawsuit.

12.3 Escalation of Negotiations.

12.3.1 The Parties hereby agree to establish an Inter-Company Dispute Resolution Board for purposes of resolving disputes in accordance with the provisions of this Section 12.3. Each of the Parties shall appoint two representatives to serve as members of the Board. Each representative appointed to the Board shall occupy a position at a higher level of management than the persons with direct responsibility for administration of this Agreement.

12.3.2 If negotiations conducted pursuant to Section 12.2 do not resolve the dispute within fourteen (14) days after the initial written request (or within such other period of time as may be mutually agreed to by the representatives conducting the negotiations), the dispute shall be submitted to the Board for further negotiation and resolution.

12.3.3 The procedures established in Section 12.2 relating to the conduct of discussions, the confidential treatment of discussions and correspondence, and the treatment of documents shall also apply to negotiations conducted under this Section 12.3. The Board shall establish such other operating rules and procedures as it deems appropriate to carry out its responsibilities and facilitate the resolution of disputes pursuant to this Section 12.3.

12.4 Rights to Commission Review. Notwithstanding any of the foregoing, neither Party waives the right to file a complaint, or otherwise seek enforcement of this Agreement, with the Commission or the FCC as to any regulated public service obligations. The Parties further acknowledge that nothing in this Agreement limits or expands the authority or jurisdiction of the Commission regarding telecommunications matters within the State.

12.5 Continuing Service. The Parties shall continue providing service to each other during the pendency of any dispute resolution procedure, and the Parties shall continue to perform their obligations (including making payments) in accordance with the requirements of this Agreement. In the event that either Party fails to comply with the requirements of this Section 12.5, such Party shall be liable for any lost revenues of the other Party caused by such failure, together with such other damages as may be awarded in any adjudicatory proceeding."

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. Adoption of Agreements

BellSouth shall make available, pursuant to 47 USC § 252 and the FCC rules and regulations regarding such availability, to IDS any interconnection, service, or network element provided under any other agreement filed and approved pursuant to 47 USC § 252, provided a minimum of six months remains on the term of such agreement. 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 legitimately related to 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. The term of the adopted agreement or provisions shall expire on the same date as set forth in the agreement which was adopted.

16. Modification of Agreement

16.1 If IDS 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 IDS to notify BellSouth of said change and request that an amendment to this Agreement, if necessary, be executed to reflect said change.

16.2 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.

16.3 In the event that any effective legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of IDS or BellSouth to perform any material terms of this Agreement, IDS 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 this Agreement.

16.4 Notwithstanding anything to the contrary in this Agreement, this Agreement shall not be amended or modified after the expiration date hereof as set forth in Section 2 above.

17. Non-waiver of Legal Rights

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).

18. Severability

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 affected 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.

19. 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 performance of any and all of the provisions of this Agreement.

20. Governing Law

To the extent any provisions of this Agreement are subject to the jurisdiction of the FCC, applicable federal rules and regulations shall govern those provisions. To the extent any provisions of this Agreement are subject to the jurisdiction of the state Commission, applicable Commission rules and regulations shall govern those provisions. All other provisions of this Agreement, including general contract provisions, shall be governed by the laws of the State of Georgia.

21. 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.

22. Notices

22.1 Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered by hand, by overnight courier or by US mail postage prepaid, address to:

BellSouth Telecommunications, Inc.

Account Team
600 North 19th Street
Birmingham, Alabama 35203

and

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

IDS

President
1525 NW 167th Street
Miami, FL 33169
(305) 913-4000 ext. 102
(305) 628-4922 (fax)

and

Walt Steimel, Esquire
Greenberg Traurig
800 Connecticut Avenue
Suite 500
Washington, D.C. 20006

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

22.2 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.

22.3 Notwithstanding the foregoing, either party may provide notice to the other via Internet posting of price changes, changes to the terms and conditions of services available for resale, changes to business processes and policies, notices of new service offerings, and changes to service offerings not requiring an amendment to this Agreement. Further, BellSouth may provide via Internet posting, notices required to be posted to BellSouth's website, and any other information of general applicability to CLECs.

23. Rule of Construction

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

24. 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.

25. 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.

26. Implementation of Agreement

If IDS 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 may 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 which may be used for the implementation schedule is contained in Attachment 10 of this Agreement.

27. Filing of Agreement

27.1 Upon execution of this Agreement it shall be filed with the appropriate state regulatory agency pursuant to the requirements of Section 252 of the Act, and the Parties shall share equally any filing fees therefor. If the regulatory agency imposes any filing or public interest notice fees regarding the filing or approval of the Agreement, IDS shall be responsible for publishing the required notice and the publication and/or notice costs shall be borne by IDS. Notwithstanding the foregoing, this Agreement shall not be submitted for approval by the appropriate state regulatory agency unless and until such time as IDS is duly certified as a local exchange carrier in such state.

27.2 For electronic filing purposes in the State of Louisiana, the CLEC Louisiana Certification Number is required and must be provided by IDS prior to the execution of the Agreement. The CLEC Louisiana Certification Number for IDS is _____.

28. Compliance with Applicable Law

Each Party shall comply at its own expense with Applicable Law.

29. Necessary Approvals

Each Party shall be responsible for obtaining and keeping in effect all approvals from, and rights granted by, governmental authorities, building and property owners, other carriers, and any other persons that may be required in connection with the performance of its obligations under this Agreement. Each Party shall reasonably cooperate with the other Party in obtaining and maintaining any required approvals and rights for which such Party is responsible.

30. Good Faith Performance

Each Party shall act in good faith in its performance under this Agreement and, in each case in which a Party's consent or agreement is required or requested hereunder, such Party shall not unreasonably withhold or delay such consent or agreement.

31. Nonexclusive Dealings

This Agreement does not prevent either Party from providing or purchasing services to or from any other person nor, except as provided in Section 252(i) of the Act, does it obligate either Party to provide or purchase any services (except insofar as the Parties are obligated to provide access to Interconnection, services and Network Elements to IDS as a requesting carrier under the Act).

32. Survival

The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

33. 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. Any orders placed under prior agreements between the Parties shall be governed by the terms of this Agreement. 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 IDS. IDS may elect to purchase 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.	**IDS Telcom, L.L.C.**
_____	_____
Signature	Signature
Jerry D. Hendrix	Michael Noshay
Name	Name
Executive Director – Interconnection Services	President
Title	Title
_____	_____
Date	Date

Attachment 1

Resale

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RESALE

1. Discount Rates

The discount rates applied to IDS purchases of BellSouth Telecommunications Services for the purpose of resale shall be as set forth in Exhibit A. Such discounts have been determined by the applicable Commission to reflect the costs avoided by BellSouth when selling a service for wholesale purposes.

2. Definition of Terms

2.1 COMPETITIVE LOCAL EXCHANGE COMPANY (CLEC) means a telephone company certificated by the Commission to provide local exchange service within BellSouth's franchised area.

2.2 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.

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

2.4 END USER means the ultimate user of the Telecommunications Service.

2.5 END USER CUSTOMER LOCATION means the physical location of the premises where an End User makes use of the telecommunications services.

2.6 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.

2.7 RESALE means an activity wherein a certificated CLEC, such as IDS, subscribes to the telecommunications services of BellSouth and then offers those telecommunications services to the public.

3. General Provisions

3.1 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. Subject to effective and applicable FCC and Commission rules and orders, BellSouth shall make available to IDS for

resale those telecommunications services BellSouth makes available, pursuant to its General Subscriber Services Tariff and Private Line Services Tariff, to customer who are not telecommunications carriers. Such services shall be available at BellSouth's tariffed rates less the discount set forth in Exhibit A to this Agreement and subject to the exclusions and limitations set forth in Exhibit B to this Agreement.

3.2 IDS 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:

3.2.1 IDS must resell services to other End Users.

3.2.2 IDS 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.

3.2.3 IDS cannot be a competitive local exchange telecommunications company for the single purpose of selling to themselves.

3.3 IDS will be the customer of record for all services purchased from BellSouth. Except as specified herein, BellSouth will take orders from, bill and receive payment from IDS for said services.

3.4 IDS 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. Each Party shall provide to the other a toll-free contact number for purposes of repair and maintenance.

3.5 BellSouth will continue to bill the End User for any services that the End User specifies it wishes to receive directly from BellSouth. BellSouth maintains the right to serve directly any End User within the service area of IDS. BellSouth will continue to market directly its own telecommunications products and services and in doing so may establish independent relationships with End Users of IDS. Neither Party shall interfere with the right of any person or entity to obtain service directly from the other Party.

3.5.1 When a subscriber of IDS or BellSouth elects to change his/her carrier to the other party, both parties agree to release the subscriber's service to the other party concurrent with the due date of the service order, which shall be established based on the standard interval for the subscriber's requested service as set forth in BellSouth Product and Services Interval Guide.

3.5.2 BellSouth and IDS will refrain from contacting subscribers who have placed or whose selected carrier has placed on their behalf an order to change his/her service provider from BellSouth or IDS to the other party until such time that the order for service has been completed.

3.6 Current telephone numbers may normally be retained by the End User and are assigned to the service furnished. However, neither Party nor the End User has a 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 and in accordance with BellSouth practices and procedures on a nondiscriminatory basis.

3.7 For the purpose of the resale of BellSouth's telecommunications services by IDS, BellSouth will provide IDS 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 ninety (90) days. IDS 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 IDS cancel its reservations of numbers. IDS shall comply with such request.

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

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

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

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

3.12 BellSouth will cooperate with law enforcement agencies with subpoenas and court orders relating to IDS' End Users, pursuant to Section 7 of the General Terms and Conditions.

3.13 If IDS or its End Users utilize a BellSouth resold telecommunications service in a manner other than that for which the service was originally intended as described in BellSouth's retail tariffs, IDS has the responsibility to notify BellSouth. BellSouth will only provision and maintain said service consistent with the terms and conditions of the tariff describing said service.

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

3.15 White page directory listings for IDS End Users will be provided in accordance with Section 5 of the General Terms and Conditions.

3.16 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, IDS shall provide to BellSouth access to customer record information including electronic access where available. Otherwise, upon request by BellSouth IDS shall provide paper copies of customer record information within a reasonable period of time. 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 IDS 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.

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

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

- Message Waiting Indicator ("MWI"), stutter dialtone and message waiting light feature capabilities
- Call Forward Busy Line ("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.

3.19 BellSouth shall provide branding for, or shall unbrand, voice mail services for IDS per the Bona Fide Request/New Business Request process as set forth in Section 6 of the General Terms and Conditions.

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

3.21 If IDS requires a special assembly, IDS shall pay the costs incurred by BellSouth for providing the requested special assembly. BellSouth will provide the costs to IDS prior to providing the service. Such costs could include both recurring and non-recurring charges and shall not be subject to the wholesale discount but shall exclude any cost attributable to any marketing, billing collection or other costs that will be avoided by BellSouth in providing service to IDS .

3.22 BellSouth shall provide 911/E911 for IDS customers in the same manner that it is provided to BellSouth customers. BellSouth shall provide and validate IDS customer information to the PSAP. BellSouth shall use its service order process to update and maintain, on the same schedule that it uses for its customers, the IDS customer service information in the ALI/DMS (Automatic Location Identification/Location Information) databases used to support 911/E911 services.

3.23 BellSouth shall bill, and IDS shall pay, the End User line charge associated with implementing Number Portability as set forth in BellSouth's FCC No. 1 tariff. This charge is not subject to the wholesale discount.

3.24 Pursuant to 47 CFR Section 51.617, BellSouth will bill to IDS, and IDS shall pay, End User common line charges identical to the End User common line charges BellSouth bills its End Users.

4. BellSouth's Provision of Services to IDS

4.1 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 Payphone Service Provider (PSP) 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 IDS to establish authenticity of use. Such audit shall not occur more than once in a calendar year. IDS 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. Any information provided by IDS for purposes of such audit shall be deemed Confidential Information pursuant to the General Terms and Conditions of this Agreement.

4.2 Subject to Exhibit B hereto, 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 IDS may resell services only within the specific service area as defined in its certificate of operation approved by the Commission.

5. Maintenance of Services

5.1 IDS 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 pursuant to this Attachment and BellSouth's General Subscriber Service Tariff and Private Line Service Tariff and facilities and equipment provided by BellSouth shall be maintained by BellSouth.

5.3 IDS or its End Users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by BellSouth except with the written consent of BellSouth.

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

5.5 IDS will contact the appropriate repair centers in accordance with procedures established by BellSouth.

5.6 For all repair requests, IDS shall adhere to BellSouth's prescreening guidelines prior to referring the trouble to BellSouth.

5.7 BellSouth will bill IDS 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.

5.8 BellSouth reserves the right to contact IDS' 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, IDS will provide the appropriate BellSouth service center the necessary documentation to enable BellSouth to establish a master account for IDS' 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, as described in Section 6.6 below, 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 IDS shall provide to BellSouth a blanket letter of authorization ("LOA") certifying that IDS will have End User authorization prior to viewing the End User's customer service record or switching the End User's service. BellSouth will not require End User confirmation prior to establishing service for IDS' End User customer. IDS must, however, be able to demonstrate End User authorization upon request.

6.4 BellSouth will accept a request directly from the End User for conversion of the End User's service from IDS to BellSouth or will accept a request from another CLEC for conversion of the End User's service from IDS to such other CLEC. Upon completion of the conversion BellSouth will notify IDS that such conversion has been completed.

6.5 If BellSouth determines that an unauthorized change in local service to IDS has occurred, BellSouth will reestablish service with the appropriate local service provider and will assess IDS 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 IDS. These charges can be adjusted if IDS provides satisfactory proof of authorization.

6.6 BellSouth reserves the right to secure the account with a suitable form of security deposit, unless satisfactory credit has already been established.

6.6.1 Such security deposit shall take the form of cash for cash equivalent, 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.

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

6.6.3 Such security deposit shall be two months' estimated billing.

6.6.4 The fact that a security deposit has been made in no way relieves IDS 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.

6.6.5 BellSouth reserves the right to increase the security deposit requirements when, in its reasonable judgment, changes in IDS' financial status so warrant and/or gross monthly billing has increased beyond the level initially used to determine the security deposit.

6.6.6 In the event service to IDS is terminated due to IDS' default on its account, any security deposits held will be applied to IDS' account.

6.6.7 Interest on a cash or cash equivalent 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 IDS. IDS 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 IDS on a current basis all applicable charges and credits.

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

7.5 BellSouth will bill IDS in advance 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 IDS, and IDS will be responsible for and remit to BellSouth, all charges applicable to resold services including but not limited to 911 and E911 charges, End Users common line charges, federal subscriber line 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 charge, as set forth in section 7.8 following, shall apply.

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

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 IDS, the total amount billed to IDS will not include any taxes due from the End User to reflect the tax exempt certification and local tax laws. IDS will be solely responsible for the computation, tracking, reporting, and payment of taxes applicable to IDS' 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 charge shall be due to BellSouth. The late payment charge 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 or Section B2 of the Private Line Service Tariff, as applicable. IDS 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.

7.10 BellSouth will not perform billing and collection services for IDS 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 In general, BellSouth will not become involved in disputes between IDS and IDS' End User customers relating to resold services. If a dispute does arise that cannot be settled without the involvement of BellSouth, IDS shall contact the designated Service Center for resolution. BellSouth will assist in the resolution of the dispute and will work with IDS to resolve the matter in as timely a manner as possible. IDS 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 BellSouth will deny service to IDS' End User on behalf of, and at the request of, IDS. Upon restoration of the End User's service, restoral charges will apply and will be the responsibility of IDS.

8.1.2 At the request of IDS, BellSouth will disconnect a IDS End User customer.

8.1.3 All requests by IDS for denial or disconnection of an End User for nonpayment must be in writing.

8.1.4 IDS 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 IDS when it is determined that annoyance calls are originated from one of its End User's locations. BellSouth shall be indemnified, defended and held harmless by IDS and/or the End User against any claim, loss or damage arising from providing this information to IDS. It is the responsibility of IDS 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 IDS are as follows:

8.2.1 BellSouth reserves the right to suspend or terminate service 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 IDS of the rules and regulations of BellSouth's Tariffs.

8.2.2 BellSouth reserves the right to suspend or terminate service for nonpayment. 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 IDS, 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, provide written notice to the person designated by IDS to receive notices of noncompliance that BellSouth may discontinue the provision of existing services to IDS, if payment is not received by the thirtieth day following the date of the notice.

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 IDS' noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to IDS without further notice.

8.2.5 Upon discontinuance of service on a IDS' account, service to IDS' End Users will be denied. BellSouth will also reestablish service at the request of the End User or IDS upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures. IDS 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 IDS Account Manager stating requested activation date.

10. RAO Hosting

10.1 RAO Hosting is not required for resale in the BellSouth region.

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 D. Rates for ODUF are as set forth in Exhibit F 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 E. Rates for EODUF are as set forth in Exhibit F 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.

APPLICABLE DISCOUNTS

The telecommunications services available for purchase by IDS for the purposes of resale to IDS End Users shall be available at the following discount off of the retail rate. If IDS cancels an order for telecommunications services for the purpose of resale, any costs incurred by BellSouth in conjunction with the provisioning of that order will be recovered in accordance with the applicable sections of the GSST and the PLST.

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 IDS provides its own operator services and directory services, the discount shall be 21.56%. IDS 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 IDS may submit LSRs electronically.

LENS	Local Exchange Navigation System
EDI	Electronic Data Interchange
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 IDS 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

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

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

Threshold Billing Plan

IDS 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
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 for the following quarter 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.

Exclusions and Limitations
On Services Available for Resale

	Type of Service	AL		FL		GA		KY		LA		MS		NC		SC		TN	
		Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	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	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2	Contract Service Arrangements	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	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	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Note 3
4	Promotions - ≤ 90 Days (Note 2)	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
5	Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	Note 4	Note 4	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
6	911/E911 Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
7	N11 Services	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	No	Yes	Yes	Yes	Yes	No	No	Yes	Yes
8	AdWatch℠ Svc (See Note 6)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
9	MemoryCall® Service	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
10	Mobile Services	Yes	No	Yes	No	Yes	No	Yes	No	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	Yes	No	Yes	No	Yes	No	Yes	No
12	Non-Recurring Charges	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
13	End User Line Charge – Number Portability	Yes	No	Yes	No	Yes	No	Yes	No	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	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes

Applicable Notes:

1. **Grandfathered services** can be resold only to existing subscribers of the grandfathered service.

Exclusions and Limitations
On Services Available for Resale

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

LINE INFORMATION DATA BASE (LIDB)

STORAGE AGREEMENT

I. SCOPE

A. This Agreement sets forth the terms and conditions pursuant to which BellSouth agrees to store in its LIDB certain information at the request of IDS and pursuant to which BellSouth, its LIDB customers and IDS shall have access to such information. IDS 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 IDS, 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 IDS of fraud alerts so that IDS may take action it deems appropriate. IDS understands and agrees BellSouth will administer all data stored in the LIDB, including the data provided by IDS pursuant to this Agreement, in the same manner as BellSouth's data for BellSouth's End User customers. BellSouth shall not be responsible to IDS 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.

IDS understands that BellSouth currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses. IDS 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, IDS 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 IDS' 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 IDS' data from BellSouth's data and the Parties to this Agreement execute appropriate amendments hereto, the following terms and conditions shall apply:

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

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

II. FEES FOR SERVICE AND TAXES

A. IDS will not be charged a fee for storage services provided by BellSouth to IDS, 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 IDS. IDS shall have the right to have BellSouth contest with the imposing jurisdiction, at IDS' expense, any such taxes that IDS deems are improperly levied.

III. MISCELLANEOUS

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

B. This Storage Agreement will be subject to the terms and conditions of the General Terms and Conditions of the Agreement.

DISAGREE :

BELLSOUTH PROPOSAL:

IDS PROPOSES TO STRIKE:

C. IDS 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 IDS further agrees not to publish or use advertising, sales promotions, press releases, or publicity matters without BellSouth's prior written approval.

RESALE ADDENDUM

TO LINE INFORMATION DATA BASE (LIDB)

STORAGE AGREEMENT

This is a Resale Addendum to the Line Information Data Base Storage Agreement dated _____, 2000, between BellSouth Telecommunications, Inc. ("BellSouth"), and IDS ("IDS"), effective the _____ day of _____, 2000.

I. GENERAL

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

C. 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 IDS.

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 or Calling Card number as assigned by BellSouth and toll billing exception indicator provided to BellSouth by the IDS.

III. RESPONSIBILITIES OF PARTIES

A. BellSouth will include billing number information associated with resold exchange lines or SPNP arrangements in its LIDB. The IDS 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 IDS. BellSouth will not issue line-based calling cards in the name of IDS' individual End Users. In the event that IDS wants to include calling card numbers assigned by the IDS 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 IDS has identified the billing number as one which should not be billed for collect or third number calls, or both.

Optional Daily Usage File

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

2. IDS 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 IDS customer.

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

- 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 IDS.

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

6.2 Physical File Characteristics

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

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

THE DATA WILL BE PACKED USING ATIS EMI RECORDS.

6.4 Pack Rejection

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

6.5 Control Data

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

6.6 Testing

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

Customer usage data for flat rated local call originating from IDS' 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 IDS.

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

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

THE DATA WILL BE PACKED USING ATIS EMI RECORDS.

BELLSOUTH/IDS RATES
ODUF/EODUF

DESCRIPTION	USOC	RATES BY STATE AL	FL	GA	KY	LA	MS	NC	SC	TN
ODUF/EODUF/CMDS										
ODUF: Recording, per message	N/A	$0.0002	$0.008	$0.0001275	$0.0008611	$0.00019	$0.0001179	$0.0003	$0.0002862	$0.008
ODUF: Message Processing, per message	N/A	$0.0033	$0.004	$0.0082548	$0.0032357	$0.0024	$0.0032089	$0.0032	$0.0032344	$0.004
EODUF: Message Processing, per message	N/A	$0.004	$0.004	$0.0034555	$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	$28.85	$55.68	$47.30	$54.62	$54.61	$54.72	$54.95
EODUF: Message Processing, per magnetic tape provisioned	N/A	NA	NA	NA	NA	NA	NA	NA	NA	NA
ODUF: Data Transmission (CONNECT:DIRECT), per message	N/A	$0.00004	$0.001	$0.0000434	$0.0000365	$0.00003	$0.0000354	$0.00004	$0.0000357	$0.001
EODUF: Data Transmission (CONNECT:DIRECT), per message	N/A	NA	NA	NA	NA	NA	NA	NA	NA	NA
* 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

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ACCESS TO NETWORK ELEMENTS AND OTHER SERVICES

1. Introduction

1.1 This Attachment sets forth the unbundled network elements and combinations of unbundled network elements that BellSouth agrees to offer to IDS in accordance with its obligations under Section 251(c)(3) of the Act. The specific terms and conditions that apply to the unbundled network elements are described below in this Attachment 2. The price for each unbundled network element and combination of unbundled Network Elements are set forth in Exhibit D of this Agreement.

1.2 For purposes of this Agreement, "Network Element" is defined to mean a facility or equipment provided by BellSouth on an unbundled basis as is used by the CLEC in the provision of a telecommunications service. These unbundled network elements will be consistent with the requirements of the FCC 319 rule. For purposes of this Agreement, combinations of Network Elements shall be referred to as "Combinations."

1.2.1 Except as otherwise required by law, BellSouth shall not impose limitation restrictions or requirements or request for the use of the network elements or combinations that would impair the ability of IDS to offer telecommunications service in the manner IDS intends.

1.2.2 Except upon request by IDS, BellSouth shall not separate requested network elements that BellSouth currently combines.

DISAGREE – 1.2.2.1:

BELLSOUTH PROPOSAL:

1.2.2.1 Unless otherwise ordered by an appropriate state or federal regulatory agency, currently combined Network Elements are defined as elements that are already combined within BellSouth's network to a given location.

IDS' PROPOSAL:

1.2.2.1 Unless otherwise ordered by an appropriate state or federal regulatory agency, currently combined Network Elements are defined as elements that are ordinarily combined within the BellSouth network in a manner in which they are typically combined.

1.3 BellSouth shall, upon request of IDS, and to the extent technically feasible, provide to IDS access to its network elements for the provision of IDS' 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.

1.4 IDS may purchase network elements and other services from BellSouth for the purpose of combining such network elements in any manner IDS 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 IDS for combining to the designated IDS collocation space. The network elements shall be provided as set forth in this Attachment.

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

1.8 Standards for Network Elements

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

1.8.2 If one or more of the requirements set forth in this Agreement are in conflict, the parties shall mutually agree on which requirement shall apply. If the parties cannot reach agreement, the dispute resolution process set forth in Section 12 of the General Terms and Conditions of this Agreement, incorporated herein by this reference, shall apply.

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

2.1.3 The provisioning of service to a CLEC's collocation space 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. These cross-connects are a separate component, that are not considered a part of the loop, and thus, have a separate charge.

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 IDS advised.

2.1.6 "Order Coordination – Time Specific" refers to service order coordination in which IDS 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. IDS may specify a time between 9:00 a.m. and 4:00 p.m. (location time) Monday through Friday (excluding holidays). If IDS specifies a time outside this window, or selects a time or quantity of loops that requires BellSouth technicians to work outside normal work hours, overtime charges will apply in addition to the OC and OC-TS charges. Overtime charges will be applied according to actual costs based on type of force group required to perform the work, overtime hours worked and any special circumstances.

2.1.7 Where facilities are available, BellSouth will install loops within a 5-7 business days interval. For orders of 14 or more loops, the installation will be handled on a

project basis and the intervals will be set by the BellSouth project manager for that order. Some loops require a Service Inquiry (SI) to determine if facilities are available prior to issuing the order. The interval for the SI process is separate from the installation interval. For expedite requests by IDS, expedite charges will apply for intervals less than 5 days. The charges outlined in BellSouth's FCC # 1 Tariff, Section 5, will apply. If IDS 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.

2.1.8 If IDS 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 IDS.

2.1.9 BellSouth will offer Unbundled Voice Loops (UVL) in two different service levels - Service Level One (SL1) and Service Level Two (SL2).

2.1.10 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 IDS 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.

2.1.11 SL2 loops shall have test points, with or without conditioning, will be designed with a design layout record provided to IDS, and will be provided with OC. The OC feature will allow IDS 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.

2.1.12 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).

2.1.13 As a chargeable option on all loops except UVL-SL1 and UCL, BellSouth will offer Order Coordination - Time Specific (OC-TS). This will allow IDS 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.

2.1.14 IDS will be responsible for testing and isolating troubles on the loops. Once IDS has isolated a trouble to the BellSouth provided loop, IDS 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.

2.1.15 If IDS reports a trouble on SL1 loops and no trouble actually exists, BellSouth will charge IDS for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the loop's working status. If, after retesting, IDS again isolates trouble on the loops back to the BellSouth provided loop and BellSouth finds that trouble actually does exist as originally reported by IDS, then BellSouth will credit IDS for all charges associated with the original dispatching and testing, (outside the CO) performed by BellSouth. If trouble continues to exist on the loops after a reasonable number of attempts to correct the trouble and the Parties cannot agree as to where the trouble resides, IDS may exercise its right to petition the Commission for a resolution of the dispute as set forth in Paragraph 12 of the General Terms and Conditions to this Agreement.

2.1.16 If IDS reports a trouble on SL2 loops and no trouble actually exists, BellSouth will charge IDS for any dispatching and testing, (outside the CO) required by BellSouth in order to confirm the loop's working status. If, after retesting, IDS again isolates trouble on the loops back to the BellSouth provided loop and BellSouth finds that trouble actually does exist as originally reported by IDS, then BellSouth will credit IDS for all charges associated with the original dispatching and testing, (outside the CO) performed by BellSouth. If trouble continues to exist on the loops after a reasonable number of attempts to correct the trouble and the Parties cannot agree as to where the trouble resides, IDS may exercise its right to petition the Commission for a resolution of the dispute as set forth in Paragraph 12 of the General Terms and Conditions to this Agreement.

2.1.17 In addition to the UVLs and UDLs, BellSouth shall make available Unbundled Copper Loops (UCLs). The UCL will be a copper twisted pair loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters). The UCL will be offered in two versions - Short and Long. A short UCL (18 kft or less) will be provisioned according to Resistance Design parameters, may have up to 6kft of bridged tap and will have up to 1300 ohms of resistance. The long UCL (beyond 18kft) will be any dry copper pair longer than 18kft and may have up to 12kft of bridged tap and up to 2800 ohms of resistance. Unbundled Loop Modifications (ULM) may be used when a CLEC wants to condition copper loops by removing load coils and other intervening equipment. In almost every case, the UCL long will require ULM to remove load coils. BST will only ensure electrical continuity and balance relative to tip and ring on UCLs.

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

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

2.1.20 Because the UCL loop shall be an unbundled loop offering that is separate and distinct from BellSouth's ADSL and HDSL capable loop offerings, IDS 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.

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

2.1.22 Technical Requirements

2.1.22.1 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 IDS' request.

2.1.22.2 IDS 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.

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

2.1.22.4 IDS 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 IDS 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 IDS using the Special Construction process), BellSouth will only support that the loop has copper continuity and balanced tip-and-ring.

2.1.22.5 In some instances, IDS will require access to a copper twisted pair loop unfettered by any intervening equipment (e.g., filters, load coils, range extenders, etc.), so that IDS can use the loop for a variety of services by attaching appropriate terminal equipment at the ends. IDS will determine the type of service that will be provided over the loop. In some cases, IDS may be required to pay additional charges for the removal of certain types of equipment. BellSouth's Unbundled Loop Modifications (ULM)process will be used to determine the costs and feasibility of these activities.

2.1.22.6 In those cases where IDS has requested that BellSouth modify a loop so that it no longer meets the technical parameters of the original loop type (e.g., voice grade, ISDN, ADSL, etc.) the resulting modified loop will be ordered and maintained as a UCL.

2.1.22.7 The loop shall be provided to IDS in accordance with BellSouth's TR73600 Unbundled Local Loop Technical Specification and applicable industry standard technical references.

2.2 **Unbundled Loop Modifications (Line Conditioning)**

2.2.1 Subject to applicable and effective FCC rules and orders, BellSouth shall condition loops, as requested by IDS, whether or not BellSouth offers advanced services to the End User on that loop.

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

2.2.3 The Unbundled Loop Modifications (ULM) offering provides the following elements: 1) removal of equipment on loops less than 18kft, 2) removal of equipment of loops longer than (18kft), 3) removal of bridged-taps on loops of any length.

2.2.4 BellSouth shall recover the cost of line conditioning requested by IDS through a recurring charge and/or nonrecurring charge(s) in accordance with the FCC's forward-looking pricing principles promulgated pursuant to Section 252 (d) (1) of the Act and in compliance with FCC Rule 52.507 (e).

2.3 **Integrated Digital Loop Carriers**

2.3.1 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 IDS to order a contiguous local loop. To the extent it is technically feasible, these arrangements will provide IDS 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. IDS will then have the option of paying the one-time SC rates to place the loop facilities or IDS may chose some other method of providing service to the end-user (e.g., Resale, private facilities, etc.).

2.4 **Network Interface Device**

2.4.1 Definition

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

2.4.2 BellSouth shall permit IDS to connect IDS' loop facilities the end-user's inside wire through the BellSouth NID or at any other technically feasible point.

2.4.3 Access to Network Interface Device (NID)

2.4.3.1 Due to the wide variety of NIDs utilized by BellSouth (based on subscriber size and environmental considerations), IDS may access the end user's wire by any of the following means: BellSouth shall allow IDS to connect its loops directly to BellSouth's multi-line residential NID enclosures that have additional space and are not used by BellSouth or any other telecommunications carriers to provide service to the premise. IDS agrees to install compatible protectors and test jacks and to maintain the protection system and equipment and to indemnify BellSouth pursuant to Section 8 of the General Terms and Conditions of this Agreement.

2.4.3.2 Where an adequate length of the end user's inside wire is present and environmental conditions permit, either Party may remove the inside wire from the other Party's NID and connect that wire to that Party's own NID; or

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

2.4.3.4 Request BellSouth to make other rearrangements to the inside wiring terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting Party (i.e., IDS, its agent, the building owner or the subscriber). Such charges will be billed to the requesting Party.

2.4.3.5 In no case shall either Party remove or disconnect the other Party's loop facilities from either Party's NIDs, enclosures, or protectors unless: (1) the applicable Commission has expressly permitted the same; (2) the disconnecting Party provides prior notice to the other Party, and (3) the Party disconnecting appropriately caps off and guards the other Party's loops. It will be the CLEC's responsibility to ensure there is no safety hazard and will hold BellSouth harmless for any liability associated with the removal of the BellSouth loop from the BellSouth NID. In such cases, it shall be the responsibility of the disconnecting party, once the other Party's loop has been disconnected from the NID, to reconnect the disconnected loop to a nationally- recognized–testing-laboratory-listed station protector, which has been grounded as per Article 800 of the National Electrical Code. If CLEC does not wish to accept this responsibility, other options exist in which BellSouth installs a NID for the CLEC as a chargeable option.

2.4.3.6 In no case shall either Party remove or disconnect ground wires from BellSouth's NIDs, enclosures, or protectors.

2.4.3.7 In no case shall either Party remove or disconnect NID modules, protectors, or terminals from BellSouth's NID enclosures.

2.4.3.8 Due to the wide variety of NID enclosures and outside plant environments BellSouth will work with IDS to develop specific procedures to establish the most effective means of implementing this Section, 2.4.3.

2.4.4 Technical Requirements

2.4.4.1 The NID shall provide an accessible point of interconnection and shall maintain a connection to ground.

2.4.4.2 The NID shall be capable of transferring electrical analog or digital signals between the subscriber's inside wiring and the Distribution Media and/or cross connect to IDS' NID, consistent with the NID's function at the Effective Date of this Agreement.

2.4.4.3 Where a BellSouth NID exists, it is provided in its "as is" condition. IDS may request BellSouth do additional work to the NID in accordance with Section 2.4.3.8. When IDS deploys its own local loops with respect to multiple-line termination devices, IDS shall specify the quantity of NIDs connections that it requires within such device.

2.4.5 Interface Requirements

2.4.5.1 The NID shall be equal to or better than all of the requirements for NIDs set forth in the applicable industry standard technical references.

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

2.5.1 BellSouth will provide to IDS 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.

2.5.2 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 IDS at IDS' 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.

2.6 **Sub-loop Elements**

2.6.1 Where facilities permit and subject to applicable and effective FCC rules and orders, BellSouth shall offer access to its Unbundled Sub Loop (USL) and Unbundled Sub-loop Concentration (USLC) System. BellSouth shall provide non-discriminatory access, in accordance with 51.311 and Section 251(c) (3) of the Act, to the sub-loop. On an unbundled basis and pursuant to the following terms and conditions and the rates approved by the Commission and set forth in this Attachment.

2.6.2 Sub-loop components include but are not limited to the following:

2.6.2.1 Unbundled Sub-Loop Distribution;

2.6.2.2 Unbundled Sub-Loop Concentration/Multiplexing Functionality; and

2.6.2.3 Unbundled Sub-Loop Feeder.

2.7 **Unbundled Sub-Loop (distribution facilities)**

2.7.1 Definition

2.7.1.1 Subject to applicable and effective FCC rules and orders, the unbundled sub-loop distribution facility is dedicated transmission facility that BellSouth provides from a customer's point of demarcation to a BellSouth cross-connect device. The BellSouth cross-connect device may be located within a remote terminal (RT) or a stand-alone cross-box in the field or in the equipment room of a building. The unbundled sub-loop distribution media is a copper twisted pair that can be

provisioned as a 2 Wire or 4 Wire facility. Following are the current sub-loop distribution offerings:

2.7.1.1.1 Voice grade Unbundled Sub-Loop Distribution (USL-D) is a sub-loop facility from the cross-box in the field up to and including the point of demarcation, at the end user's premises.

2.7.1.1.2 Unbundled Sub-Loop distribution facilities 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.

2.7.1.1.3 Unbundled Copper Sub-Loop (UCSL) is a non-loaded copper facility of any length provided from the cross-box in the field up to and including the end-user's point of demarcation.

2.7.1.1.3.1 If available, this facility will not have any intervening equipment such as load coils between the end-user and the cross-box.

2.7.2 If IDS requests a UCSL and a non-loaded pair is not available, IDS may order Unbundled Sub-Loop Modification to remove load coils and/or bridge tap from an existing sub-loop facility. If load coils are removed from an existing sub-loop, that sub-loop will be classified as a UCSL. IDS may order Loop Make-up to determine what loop modifications will be required.

2.7.3 Unbundled Sub-Loop distribution facilities shall support functions associated with provisioning, maintenance and testing of the Unbundled Sub-Loop. For access to Voice Grade USL-D and UCSL, IDS would be required to deliver a cable to the BellSouth remote terminal or cross-box in the field to provide continuity to IDS' feeder facilities. This cable would be connected, by a BellSouth technician, within the BellSouth RT/cross-box during the set-up process. IDS' cable pairs can then be connected to BellSouth's USL within the BellSouth cross-box by the BellSouth technician.

2.7.4 Unbundled Sub-Loop – Intrabuilding Network Cable (USL-INC) (a.k.a. riser cable) is the distribution facility inside a subscribers' building or between buildings on one customer's same premises (continuous property not separated by a public street or road). USL-INC includes the facility from the cross-connect device in the building equipment room up to and including the point of demarcation, at the end user's premises. In a scenario that requires connection in a building equipment room, BellSouth will install a cross connect panel that will be installed for the purpose of accessing USL-INC pairs. The cross-connect panel will function as a single point of interconnection (SPOI) for USL-INC and will be accessible by multiple carriers as space permits. BellSouth will place cross-connect blocks in 25 pair increments for IDS' use on this cross-connect panel IDS will be responsible for connecting its facilities to the 25 pair cross-connect block(s).

2.7.5 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 IDS 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 2.7.6. 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 2.8.6) to accommodate IDS' request for Unbundled Sub-Loops, IDS may request BellSouth's Special Construction (SC) process to determine additional costs required to provision the Unbundled Sub-Loops. IDS will have the option of paying the SC charges to modify the BellSouth facilities.

2.7.6 Set-up work must be completed before IDS can order sub-loop pairs. During the 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 and the connecting block(s) that will be used to provide access to the requested USLs.

2.7.6.1 Once the set-up is complete, the CLEC will request sub-loop pairs through submission of a Local Service Request (LSR) form to the Local Carrier Service Center (LCSC). Manual Order Coordination is required with USL pair provisioning and is in addition to the USL pair rate. For expedite requests by IDS for sub-loop pairs, expedite charges will apply for intervals less than 5 days.

2.7.6.2 Unbundled Sub-Loop shall be equal to or better than each of the applicable requirements set forth in the applicable industry standard technical references.

2.7.6.3 Unbundled Sub-Loops will be provided in accordance with technical reference TR73600.

2.8 **Unbundled Network Terminating Wire (UNTW)**

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

2.8.2 Definition

2.8.2.1 Subject to applicable and effective FCC rules and orders, UNTW is a dedicated transmission facility that BellSouth provides from the Wiring Closet /Garden Terminal (or other type of cross-connect point) at the point of termination of BellSouth's loop distribution facilities to the end user's point of demarcation. UNTW is the final portion of the loop owned by BellSouth.

2.8.3 Requirements

2.8.3.1 On a multi-unit premises where Provisioning Party owns the network terminating wire, and by request of Requesting Party, Provisioning Party will provide access to UNTW pairs on an Access Terminal that is suitable for use by multiple carriers at each Garden Terminal or Wiring Closet.

2.8.3.2 In new construction, where possible, both Parties may at their option and with the property owner's agreement install their own Network Terminating Wire (NTW). In existing construction, the Provisioning Party shall not be required to install new or additional NTW beyond existing NTW to provision the services of the Requesting Party.

2.8.3.3 Upon notice from the Requesting Party to the Provisioning party that the Requesting Party desires access to the Provisioning Party's UNTW pairs in a multi-unit premises, representatives of both Parties will participate in a meeting at the site of the requested access. The purpose of the site visit will include discussion of the procedures for Access Terminal installation, location and addresses of the Access Terminals and to discuss an estimated completion date. Upon completion of site visit, the Requesting Party will submit a Service Inquiry (SI) to the person or organization designated by the Provisioning Party to receive the SI. The SI will initiate the work for the Provisioning Party to begin the Access Terminal installation. In multi-tenant unit (MTU) scenarios, Provisioning Party will provide access to UNTW pairs on an Access Terminal(s). By request of the Requesting Party, an Access Terminal will be installed either adjacent to each Provisioning Party's Garden Terminal or inside each Wiring Closet on the requested MTU. All the UNTW pairs served by a Garden Terminal/Wiring Closet will be made available on the Access Terminals. Requesting Party will deliver and connect its central office facilities to the UNTW pairs within the Access Terminal. Requesting Party may access any available pair on an Access Terminal unless the Provisioning Party or another service provider is using the pair to concurrently provide service. Prior to connecting Requesting Party's service on a pair previously used by Provisioning party, Requesting Party is responsible for ensuring the end-user is no longer using Provisioning Party's service or another CLEC's service before accessing UNTW pairs.

2.8.3.4 Provisioning Party will use best efforts to complete installation of the Access Terminals within 30 business days of the receipt by the Provisioning Party of the Service Inquiry from the Requesting Party.

2.8.3.5 Requesting Party is responsible for obtaining the property owner's permission for Provisioning Party to install an Access Terminal(s) on behalf of the Requesting Party. The submission of the SI by the Requesting Party will serve as certification by the Requesting Party that such permission has been obtained.

2.8.3.6 Requesting Party will be billed for non-recurring and recurring charges for accessing UNTW pairs at the time the Requesting Party activates the pair(s). IDS will report use of the UNTW pairs on a Local Service Request (LSR) form submitted to BellSouth's Local Carrier Service Center (LCSC).

2.8.3.7 Requesting Party will isolate and report repair problems to the UNE center. Requesting Party must tag the UNTW pair that requires repair. If Provisioning Party dispatches a technician on a reported trouble call and no UNTW trouble is found, Provisioning Party will charge Requesting Party for time spent on the dispatch and testing the UNTW pair(s).

2.8.3.8 If Requesting Party initiates the Access Terminal installation and the Requesting Party has not activated at least one pair on the Access Terminal installed pursuant to Requesting Party's request for an Access Terminal within 6 months of installation of the Access Terminal, Provisioning Party will bill Requesting Party a non-recurring charge equal to the actual cost of provisioning the Access Terminal.

2.8.3.9 If Provisioning Party determines that Requesting Party is using the UNTW pairs without reporting such usage to BellSouth, the following charges shall apply in addition to any fines which may be established by state commissions and any other remedies at law or in equity available to the Provisioning Party:

2.8.3.10 If Requesting Party issued a LSR to disconnect an end-user from BellSouth in order to use a UNTW pair, Requesting Party will be billed for the use of the pair back to the disconnect order date.

2.8.3.11 If Requesting Party activated a UNTW pair on which Provisioning Party was not previously providing service, Requesting Party will be billed for the use of that pair back to the date the end-user began receiving service using that pair. Upon request, Requesting Party will provide copies of its billing record to substantiate such date. If Requesting Party fails to provide such records, then Provisioning Party will bill the Requesting Party back to the date of the Access Terminal installation.

2.9 Unbundled Sub-Loop Concentration System (USLC)

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

2.9.2 USLC, using the Lucent Series 5 equipment, will be offered in two different systems. System A will allow up to 96 of IDS' sub-loops to be concentrated onto multiple DS1s. System B will allow an additional 96 of IDS' 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.

2.9.3 In these scenarios IDS 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 IDS' sub-loops to then be placed on the ULSC and transported to their collocation space at a DS1 level.

2.10 **Unbundled Sub-Loop Feeder**

2.10.1 Definition

2.10.1.1 Unbundled Sub-Loop Feeder (USLF) provides connectivity between BellSouth's central office and its cross-box (or other access point) that serves an end user location.

2.10.2 USLF is intended to be utilized for voice traffic and can be configured as 2-wire voice (USLF-2W/V) or 4-wire voice (USLF-4W/V).

2.10.3 USLF can also to be utilized for digital traffic and can be configured as 2-wire ISDN (USLF-2W/I); 2-wire Copper (USLF-2W/C); 4-wire Copper (USLF-4W/C) facilities: 4-wire DS0 level loop (USLF-4W/D0); or 4-wire DS1 & ISDN (USLF-4W/DI).

2.10.4 USLF will provide the facilities needed to provision a 2W or 4W communications pathway from the BellSouth central office to the BellSouth cross-box. This element will allow for the connection of the IDSs loop distribution elements onto BellSouth's feeder system.

2.10.5 Requirements

2.10.5.1 IDS will extend its compatible cable to BellSouth's cross-box. The cable will then be connected to a panel inside the BellSouth cross-box to the requested level of feeder element. In those cases when there is no room in the BellSouth cross-box to accommodate the additional cross-connect panels mentioned above, BellSouth will utilize its Special Construction process to determine the costs to provide the sub-loop feeder element to IDS. IDS will then have the option of paying the special construction charges or canceling the order.

2.10.5.2 USLF will be a designed circuit and BellSouth will provide a Design Layout Record (DLR) for this element.

2.10.5.3 BellSouth will provide USLF elements in accordance with applicable industry standards for these types of facilities. Where industry standards do not exist, BellSouth's TR73600 will be used to determine performance parameters.

2.11 **Dark Fiber**

2.11.1 Definition

2.11.1.1 Dark Fiber is optical transmission facilities without attached signal regeneration, multiplexing, aggregation or other electronics that connects two points within BellSouth's network. 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.

2.11.2 Requirements

2.11.2.1 BellSouth shall make available Dark Fiber where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available. If BellSouth has plans to use the fiber within a two –year planning period, there is no requirement to provide said fiber to IDS.

2.11.2.2 If the requested dark fiber has any lightwave repeater equipment interspliced to it, BellSouth will remove such equipment at IDS' request subject to time and materials charges.

2.11.2.3 IDS may test the quality of the Dark Fiber to confirm its usability and performance specifications.

2.11.2.4 BellSouth shall use its best efforts to provide to IDS 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 IDS ("Request"). Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber ("Confirmation"). From the time of the Request to forty-five (45) days after Confirmation, BellSouth shall hold such requested Dark Fiber for IDS' use and may not allow any other party to use such media, including BellSouth.

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

2.11.2.6 Dark Fiber shall meet the manufacturer's design specifications.

2.11.2.7 IDS may splice and test Dark Fiber obtained from BellSouth using IDS or IDS designated personnel. BellSouth shall provide appropriate interfaces to allow splicing and testing of Dark Fiber. BellSouth shall provide an excess cable length

of 25 feet minimum (for fiber in underground conduit) to allow the uncoiled fiber to reach from the manhole to a splicing van.

2.12 Rates

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

2.13 **Operational Support Systems (OSS)**

2.13.1 BellSouth has developed and made available the following electronic interfaces by which IDS may submit LSRs electronically.

LENS	Local Exchange Navigation System
EDI	Electronic Data Interchange
TAG	Telecommunications Access Gateway

2.13.2 LSRs submitted by means of one of these electronic 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, NC, SC**	**FL, KY, 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

2.13.3 Denial/Restoral OSS Charge

2.13.3.1 In the event IDS 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.

2.13.4 Cancellation OSS Charge

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

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

2.13.5 Network Elements and Other Services Manual Additive

2.13.5.1 The Commissions in some states have ordered per-element manual additive 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. The per-element charges are listed on the Rate Tables in Exhibit D.

2.14 **Preordering Loop Makeup (LMU)**

2.14.1 Description of Service

2.14.1.1 BellSouth shall make available to IDS loop makeup (LMU) data for BellSouth's network facilities. This section addresses LMU as a preordering transaction, distinct from IDS ordering any other service(s). Loop Makeup Service Inquiries (LMUSI) for preordering loop makeup are likewise unique from other preordering functions with associated service inquiries (SI) as described in this Agreement.

2.14.1.2 BellSouth will provide IDS with loop makeup information consisting of the composition of the loop material (copper/fiber); the existence, location and type of equipment on the loop, including but not limited to digital loop carrier or other remote concentration devises, feeder/distribution interfaces, bridge taps, load coils, pair-gain devices; the loop length; and the wire gauge. The LMUSI may be utilized by IDS for the purpose of determining whether the loop requested is capable of supporting DSL service or other advanced data services. The determination shall be made solely by IDS and BellSouth shall not be liable in any way for the performance of the advanced data services provisioned over said loop.

2.14.1.3 BellSouth's LMU information is provided to IDS as it exists either in BellSouth's databases or in its hard copy facility records. BellSouth does not guarantee accuracy or reliability of the LMU information provided.

2.14.1.4 Targeted deployment of this service commences in the month of July, 2000 for manual LMU. Mechanized LMU is available for limited deployment at the end of July, 2000 to those CLECs that have effective X-Digital Subscriber Line (xDSL) Beta Test Agreements in place with BellSouth.

2.14.2 Submitting Loop Makeup Service Inquiries

2.14.2.1 IDS will be able to obtain LMU information by submitting a LMUSI mechanically or manually. **Mechanized** LMUSIs should be submitted through BellSouth's Operational Support Systems interfaces. After obtaining the

resulting loop data from the mechanized LMUSI process, if IDS determines that it needs further loop data information in order to make a determination of loop service capability, IDS may initiate a separate manual SI for a separate nonrecurring charge as set forth in Section 2.14.3.

2.14.2.2 **Manual** LMUSIs shall be submitted on the preordering manual LMUSI form by means of fax or electronic-mail to BellSouth's Complex Resale Support Group (CRSG)/Account Team utilizing the Preordering Loop Makeup Service Inquiry form. The standard service interval for the return of a Loop Makeup Manual Service Inquiry is seven business days. This service interval is distinct from the interval applied to the subsequent service order. Manual LMUSIs are not subject to expedite requests.

2.14.3 LMUSI Types & Associated Charges

IDS may request LMU information by submitting LMUSIs in accordance with the rate elements in Exhibit D.

2.14.3.1 IDS will be assessed a nonrecurring charge for each facility queried as specified in the table above. Rates for all states are interim and subject to true-up pending approval of final rates by the respective State Commissions. True-ups will be retroactive to the effective date of this Agreement.

2.14.3.2 IDS may reserve facilities for up to four (4) days in connection with a LMUSI. Reserved facilities for which IDS does not plan to place a UNE local service request (LSR) should be cancelled by IDS. Should IDS wish to cancel a reservation on a spare facility, the cancellation will require a facility reservation number (RESID/FRN).

2.14.3.3 The reservation holding timeframe is a maximum of four days from the time that BellSouth's LMU data is returned to IDS for the facility queried. During this holding time and prior to IDS' placing an LSR, the reserved facilities are rendered unavailable to other customers, whether for CLEC(s) or for BellSouth. Notwithstanding the foregoing, BellSouth does not guarantee that a reservation will assure IDS' ability to order the exact facility reserved.

2.14.3.4 If IDS does not submit an LSR for a UNE service order on a reserved facility within the four-day reservation timeframe, the reservation of that spare facility will become invalid and the facility will be released.

2.14.3.5 Charges for preordering LMUSI are separate from any charges associated with ordering other services from BellSouth.

2.14.4 Ordering of Other UNE Services

2.14.4.1 Whenever IDS has reserved a facility through BellSouth's preordering LMU service, should IDS seek to place a subsequent UNE LSR on a reserved facility,

IDS shall provide BellSouth the RESID/FRN of the single spare facility on the appropriate UNE LSR., IDS will be billed the appropriate rate element for the specific type UNE loop ordered by IDS as set forth in this Attachment. IDS will not be billed any additional Loop Makeup charges for the loop so ordered. Should IDS choose to place a UNE LSR having previously submitted a request for *preordering LMU without a reservation*, IDS will be billed the appropriate rate element for the specific UNE loop ordered as well as additional Loop Markup charges as set forth in this Attachment. Rates are provided in the UNE Rate Exhibits for Attachment 2.

2.14.4.2 Where IDS submits an LSR to order facilities reserved during the LMUSI process, BellSouth will use its best efforts to assign to IDS the facility reserved as indicated on the return of the LMU. Multi-facility reservations per single RESID/FRN as provided with the mechanized LMUSI process are less likely to result in the specific assignment requested by IDS. For those occasions when BellSouth's assignment system cannot assign the specific facility reserved by IDS during the LMU pre-ordering transaction, BellSouth will assign to IDS, subject to availability, a facility that meets the BellSouth technical standards of the BellSouth type loop as ordered by IDS. If the ordered loop type is not available, IDS may utilize the Unbundled Loop Modification process or the Special Construction process, as applicable, to obtain the loop type ordered.

2.14.4.3 BellSouth offers LMU information for the sole purpose of allowing IDS to determine whether, in CLEC's judgment, BellSouth's loops will support the specific services that IDS wishes to provide over those loops. IDS may choose to use equipment that it deems will enable it to provide a certain type and level of service over a particular BellSouth loop; however, such configurations may not match BellSouth's or the industry's standards and specifications for the intended type and level of service. Accordingly, IDS shall be responsible for insuring that the specific loop type (ADSL, HDSL, or otherwise) ordered on the LSR matches the LMU of the facility requested. IDS bears full responsibility for being knowledgeable of BellSouth's technical standards and the specifications of BellSouth's loops. IDS bears full responsibility for making the appropriate ordering decisions of matching BellSouth loops with IDS' equipment for accomplishing IDS' end goal for the intended service it wishes to provide its end-user(s). IDS is fully responsible for any of its service configurations that may differ from BellSouth's technical standard for the loop type ordered.

3. High Frequency Spectrum Network Element

3.1 General

3.1.1 BellSouth shall provide IDS access to the high frequency portion of the local loop as an unbundled network element only where BellSouth is the voice service provider to the end user ("High Frequency Spectrum") at the rates set forth in

Exhibit C. BellSouth shall provide IDS with the High Frequency Spectrum irrespective of whether BellSouth chooses to offer xDSL services on the loop.

3.1.2 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 IDS the ability to provide Digital Subscriber Line ("xDSL") data services to the end user for which BellSouth provides voice services. The High Frequency Spectrum shall be available for any version of xDSL presumed acceptable for deployment pursuant to 47 CFR Section 51.230, including, but not limited to, ADSL, HDSL, 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. IDS shall only use xDSL technology that is within the PSD mask parameters set forth in T1.413 or other applicable industry standards. IDS shall provision xDSL service on the High Frequency Spectrum in accordance with the applicable Technical Specifications and Standards.

3.1.3 The following loop requirements are necessary for IDS 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. BellSouth will provide IDS access to the Unbundled Loop Modification (Line Conditioning), in accordance with Section 2.2 of this Agreement. BellSouth is not required to condition a loop for access to the high frequency spectrum if conditioning of that loop significantly degrades BellSouth's voice service. If IDS requests that BellSouth condition a loop longer than 18,000 ft. and such conditioning significantly degrades the voice services on the loop, IDS shall pay for the loop to be restored to its original state.

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

3.1.5 IDS shall have access to the splitter for test purposes, irrespective of where the splitter is placed in the BellSouth premises.

DISAGREE – 3.1.6:

BELLSOUTH PROPOSAL:

IDS DISAGREES WITH 3RD SENTENCE -IDENTIFIED WITH DARKER SHADING

3.1.6 BellSouth will work cooperatively with IDS to develop rates, methods and procedures to operationalize a process whereby two CLECs, one being a provider of voice services (a "Voice CLEC") and the other being a provider of data services (a "Data CLEC") may provide services over the same loop. Under such process, BellSouth will cross-connect a loop and a port to the collocation space of either the Voice CLEC or the Data CLEC. The cross-connected loop and port cannot be a loop and port combination (i.e., UNE-P), but must be individual and stand alone network elements. The Voice CLEC or the Data CLEC shall be responsible for connecting the loop and port to a CLEC-owned splitter. BellSouth shall not own or maintain the splitter used for this purpose. When such rates, methods and procedures have been developed and operationalized, then at the request of IDS, the Parties shall amend this Agreement to incorporate the same.

3.2 Provisioning of High Frequency Spectrum and Splitter Space

3.2.1 BellSouth will provide IDS with access to the High Frequency Spectrum as follows:

3.2.1.1 BellSouth will install splitters within forty-two (42) calendar days of IDS' submission of such order to the BellSouth Complex Resale Support Group; 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.

3.2.1.2 Once a splitter is installed on behalf of IDS in a central office, IDS shall be entitled to order the High Frequency Spectrum on lines served out of that central office.

3.2.1.2.1 BellSouth will bill and IDS shall pay the SOMAN and SOMEC charges as described in Section 2.13 of this Agreement when IDS orders High Frequency Spectrum for end-user service.

3.2.1.3 BellSouth will select, purchase, install, and maintain a central office POTS splitter and provide IDS access to data ports on the splitter. At least 30 days before making a change in splitter suppliers, BellSouth will provide IDS with a carrier notification letter, informing IDS of change. IDS shall purchase ports on the splitter as set forth more fully below.

3.2.1.4 BellSouth will install the splitter in (i) a common area close to the IDS collocation area, if possible; or (ii) in a BellSouth relay rack as close to the IDS 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 IDS DS0 at such time that a IDS end user's service is established.

3.2.1.5 The High Frequency Spectrum shall only be available on loops on which BellSouth is also providing, and continues to provide, analog voice service directly to the end user. In the event the end-user terminates its BellSouth provided voice service for any reason, and IDS desires to continue providing xDSL service on such loop, IDS shall be required to purchase a 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 IDS desires to continue providing xDSL service on such loop, IDS shall be permitted to continue using the line by purchasing the full stand-alone loop unbundled network element. To the extent commercially practicable, BellSouth shall give IDS notice in a reasonable time prior to disconnect, which notice shall give IDS an adequate opportunity to notify BellSouth of its intent to purchase such loop. In those cases in which BellSouth no longer provides voice service to the end user and IDS purchases the full stand-alone loop, IDS may elect the type of loop it will purchase. IDS will pay the appropriate recurring and non-recurring rates for such loop as set forth in Exhibit C to this Attachment. In the event IDS purchases a voice grade loop, IDS acknowledges that such loop may not remain xDSL compatible.

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

3.3 Ordering

3.3.1 To order High Frequency Spectrum on a particular loop, IDS must have a Digital Subscriber Line Access Multiplexer ("DSLAM") collocated in the central office that serves the end-user of such loop. IDS' DSLAM may be either physically or virtually collocated in the central office. IDS may order splitters in a central office once it has installed its DSLAM in its physical collocation space or once BellSouth has installed the DSLAM in IDS' virtual collocation space in that central office. BellSouth will install these splitters within the interval provided in paragraph 3.2.1.1.

3.3.2 BellSouth will devise a splitter order form that allows IDS to order splitter ports in increments of 24 ports.

3.3.2.1 BellSouth will provide IDS the Local Service Request ("LSR") format to be used when ordering the High Frequency Spectrum.

3.3.3 BellSouth will provide access to the High Frequency Spectrum within the following target intervals: BellSouth will return a manual Firm Order Confirmation ("FOC") in no more than two (2) business days after receipt of a valid, error free manual LSR. When IDS submits an electronic LSR for High Frequency Spectrum, BellSouth will return a FOC in four (4) hours ninety-five percent (95%) of the time, or, for orders that do not flow-through, in two (2) business days. BellSouth will provide IDS with access to the High Frequency Spectrum at the following target intervals:

3.3.3.1 For 1-5 lines at the same address within three (3) business days from BellSouth's issuance of a FOC; 6-10 lines at same address within 5 business days from BellSouth's issuance of a FOC; and more than 10 lines at the same address is to be negotiated.

3.3.4 BellSouth will provide to IDS BellSouth's Loop Qualification System that BellSouth uses to qualify loops for its own ADSL offering as described below.

3.3.5 BellSouth will provide IDS access to the Preordering Loop Makeup (LMU), in accordance with Section 2.14 of this Agreement. BellSouth shall bill and IDS shall pay the rates for such services, as described in Exhibit C.

3.4 Maintenance and Repair

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

3.4.2 BellSouth will be responsible for repairing voice services and the physical line between the network interface device at the customer's premises and the Termination Point of demarcation in the central office. IDS will be responsible for repairing data services. Each Party will be responsible for maintaining its own equipment.

3.4.3 IDS shall inform its end users to direct data problems to IDS, unless both voice and data services are impaired, in which event the end users should call BellSouth.

3.4.4 Once a Party has isolated a trouble to the other Party's portion of the loop, the Party isolating the trouble shall notify the end user that the trouble is on the other Party's portion of the loop.

3.4.5 In the event IDS' 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 IDS and allow twenty-four (24) hours to cure the trouble. If IDS fails to resolve the trouble, BellSouth may discontinue IDS' access to the High Frequency Spectrum on such loop.

3.4.6 Rates

The prices that IDS shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment. If IDS purchases a service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply.

3.6 Operational Support Systems (OSS)

The terms, conditions and rates for OSS are as set forth in Section 2.13 of this Attachment.

4. Switching

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

4.1 Local Switching

4.1.1 BellSouth shall provide non-discriminatory access to local circuit switching capability, and local tandem switching capability, on an unbundled basis, except as set forth below in Section 4.1.3.3 to IDS for the provision of a telecommunications service. BellSouth shall provide non-discriminatory access to packet switching capability on an unbundled basis to IDS for the provision of a telecommunications service only in the limited circumstance described below in Section 4.4.6.

4.1.2 Except as otherwise provided herein, BellSouth shall not impose any restrictions on IDS regarding the use of Switching Capabilities purchased from BellSouth provided such use does not result in demonstrable harm to either the BellSouth network or personnel or the use of the BellSouth network by BellSouth or any other telecommunication carrier.

4.1.3 **Local Circuit Switching Capability, including Tandem Switching Capability**

4.1.3.1 Definition

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

DISAGREE – 4.1.3.2:

IDS PROPOSAL – LAST SENTENCE ADDED TO BELLSOUTH ORIGINAL LANGUAGE – AS IDENTIFIED WITH DARKER SHADING:

BELLSOUTH DISAGREES WITH IDS' PROPOSAL:

4.1.3.2 BellSouth's unbundled local circuit switching provides IDS local subscribers access to local calling and the ability to presubscribe to a primary carrier of intraLATA and/or interLATA toll service. For the purposes of this Attachment 2, local calls are those direct dialed telephone calls that originate and terminate within the basic local calling area or within extended local calling areas and are dialed using 7 or 10 digits as defined and specified in Section A3 of BellSouth's General Subscriber Services Tariff. In extended local calling areas where BellSouth does not have translations that enable the switch to route a call through the network in a manner that it can be identified as local, BellSouth will re-rate all such calls as local prior to billing.

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

4.1.3.4 In the event that IDS orders local circuit switching for a single end user account name at a single physical end user location with four (4) or more two (2) wire voice-grade loops from a BellSouth central office listed on Exhibit A, BellSouth's sole recourse shall be to charge IDS the market based rate in Exhibit D for use of the local circuit switching functionality for the affected facilities.

4.1.3.5 A featureless port is one that has a line port, switching facilities, 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 IDS. Any features that are not currently then capable but are technically feasible through the switch can be requested through the BFR process.

4.1.3.6 BellSouth will provide to IDS customized routing of calls: (i) to a requested directory assistance services platform; (ii) to an operator services platform pursuant to Section 10 of Attachment 2; (iii) for IDS' PIC'ed toll traffic in a two (2) PIC environment to an alternative OS/DA platform designated by IDS. IDS customers may use the same dialing arrangements as BellSouth customers.

4.1.3.7 Remote Switching Module functionality is included in Switching Capability. The switching capabilities used will be based on the line side features they support.

4.1.3.8 Switching Capability 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.

4.1.3.9 Where required to do so in order to comply with an effective Commission order, BellSouth will provide to IDS 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. IDS customers may use the same dialing arrangements as BellSouth customers, but obtain a IDS branded service.

4.1.4 Technical Requirements

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

4.1.4.2 Local Switching shall be equal to or better than the requirements for Local Switching set forth in the applicable industry standard technical references.

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

4.1.4.4 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 IDS will be made pursuant to the Bona Fide Request/ New Business Request Process as set forth in General Terms and Conditions.

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

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

4.1.4.7 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.

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

4.1.4.9 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.

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

4.1.4.11 Special Services provided by BellSouth will include the following:

4.1.4.11.1 Telephone Service Prioritization;

4.1.4.11.2 Related services for handicapped;

4.1.4.11.3 Soft dial tone where required by law; and

4.1.4.11.4 Any other service required by law.

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

4.1.4.13 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.

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

4.1.4.15 BellSouth shall offer Local Switching that provides feature offerings at parity to those provided by BellSouth to itself or any other Party.

4.1.4.16 BellSouth shall offer to IDS all AIN triggers in connection with its SMS/SCE offering which are supported by BellSouth for offering AIN-based services

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

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

4.1.4.19 Local Switching shall be offered in accordance with the technical specifications set forth in the applicable industry standard references.

4.1.5 Interface Requirements BellSouth shall provide the following interfaces to loops:

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

4.1.5.2 Coin phone signaling;

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

4.1.5.4 Two-wire analog interface to PBX;

4.1.5.5 Four-wire analog interface to PBX;

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

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

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

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

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

4.1.6.1 SS7 Signaling Network or Multi-Frequency trunking if requested by IDS;

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

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

4.2 **Tandem Switching**

4.2.1 Definition

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

4.2.2 Technical Requirements

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:

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

4.2.2.2 Tandem Switching will provide screening as jointly agreed to by IDS and BellSouth;

4.2.2.3 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;

4.2.2.4 Tandem Switching shall provide access to Toll Free number portability database as designated by IDS;

4.2.2.5 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));

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

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

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

4.2.4 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).

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

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

4.2.7 Upon a reasonable request from IDS, 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 IDS.

4.2.8 BellSouth shall maintain IDS' trunks and interconnections associated with Tandem Switching at least at parity to its own trunks and interconnections.

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

4.2.10 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 IDS and BellSouth.

4.2.11 Tandem Switching shall process originating toll-free traffic received from IDS' local switch.

4.2.12 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.

4.2.13 Interface Requirements

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

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

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

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

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

4.2.13.6 Tandem Switching shall be equal or better than the requirements for Tandem Switching set forth in the applicable technical references.

4.3 **AIN Selective Carrier Routing for Operator Services, Directory Assistance and Repair Centers**

4.3.1 BellSouth will provide AIN Selective Carrier Routing at the request of IDS. AIN Selective Carrier Routing will provide IDS with the capability of routing operator calls, 0+ and 0- and 0+ NPA (LNPA) 555-1212 directory assistance, 1+411 directory assistance and 611 repair center calls to pre-selected destinations.

4.3.2 IDS shall order AIN Selective Carrier Routing through its Account Team. AIN Selective Carrier Routing must first be established regionally and then on a per central office, per state basis.

4.3.3 AIN Selective Carrier Routing is not available in DMS 10 switches.

4.3.4 Where AIN Selective Carrier Routing is utilized by IDS, the routing of IDS' end user calls shall be pursuant to information provided by IDS and stored in BellSouth's AIN Selective Carrier Routing Service Control Point database. AIN Selective Carrier Routing shall utilize a set of Line Class Codes (LCCs) unique to a basic class of service assigned on an 'as needed basis. The same LCCs will be assigned in each central office where AIN Selective Carrier Routing is established.

4.3.5 Upon ordering of AIN Selective Carrier Routing Regional Service, IDS shall remit to BellSouth the Regional Service Order non-recurring charges set forth in Exhibit D of this Attachment. There shall be a non-recurring End Office Establishment Charge per office due at the addition of each central office where AIN Selective Carrier Routing will be utilized. Said non-recurring charge shall be as set forth in Exhibit D of this Attachment. For each IDS end user activated, there shall be a non-recurring End User Establishment charge as set forth in Exhibit D of this Attachment, payable to BellSouth pursuant to the terms of the General Terms and Conditions, incorporated herein by this reference. IDS shall pay the AIN Selective Carrier Routing Per Query Charge set forth in Exhibit D of this Attachment.

4.3.6 This Regional Service Order non-recurring charge will be non-refundable and will be paid with 1/2 coming up-front with the submission of all fully completed required forms, including: Regional Selective Carrier Routing (SCR) Order Request-Form A, Central Office AIN Selective Carrier Routing (SCR) Order Request - Form B, AIN_SCR Central Office Identification Form - Form C, AIN_SCR Routing Options Selection Form - Form D, and Routing Combinations Table - Form E. BellSouth has 30 days to respond to the client's fully completed firm order as a Regional Service Order. With the delivery of this firm order response to the client, BellSouth considers that the delivery schedule of this service commences. The remaining 1/2 of the Regional Service Order payment must be paid when at least 90% of the Central Offices listed on the original order have been turned up for the service.

4.3.7 The non-recurring End Office Establishment Charge will be billed to the client following our normal monthly billing cycle for this type of order.

4.3.8 End-User Establishment Orders will not be turned-up until the 2nd payment is received for the Regional Service Order. The non-recurring End-User Establishment Charges will be billed to the client following our normal monthly billing cycle for this type of order.

4.3.9 Additionally, the AIN Selective Carrier Routing Per Query Charge will be billed to the client following the normal billing cycle for per query charges.

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

4.4 **Packet Switching Capability**

4.4.1 Definition

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

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

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

4.4.4 The ability to extract data units from the data channels on the loops, and

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

4.4.6 BellSouth shall be required to provide non-discriminatory access to unbundled packet switching capability only where each of the following conditions are satisfied:

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

4.4.6.2 There are no spare copper loops capable of supporting the xDSL services IDS seeks to offer;

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

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

4.4.7 If there is a dispute as to whether BellSouth must provide Packet Switching , such dispute will be resolved according tot the dispute resolution process set forth in Section 12 of the General Terms and Conditions of this Agreement, incorporated herein by this reference.

4.6 **Interoffice Transmission Facilities**

BellSouth shall provide nondiscriminatory access, in accordance with FCC Rule 51.311 and Section 251(c)(3) of the Act, to interoffice transmission facilities on an unbundled basis to IDS for the provision of a telecommunications service.

4.7 **Rates**

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

4.8 **Operational Support Systems (OSS)**

The terms, conditions and rates for OSS are as set forth in Section 2 of this Attachment.

5. Unbundled Network Element Combinations

5.1. Unbundled Network Element Combinations shall include: 1) Enhanced Extended Links (EELs) 2) UNE Loops/Special Access Combinations 3) Loop/Port Combinations and 4) Transport Combinations.

DISAGREE – 5.2:

BELLSOUTH PROPOSAL:

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

IDS PROPOSAL:

5.2 For purposes of this Section, references to "Currently Combined" network elements shall mean that such network elements are ordinarily combined within the BellSouth network in a manner in which they are typically combined.

5.3. EELs

5.3.1 Where facilities permit and where necessary to comply with an effective FCC and/or State Commission order, or as otherwise mutually agreed by the Parties,

BellSouth shall offer access to loop and transport combinations, also known as the Enhanced Extended Link ("EEL") as defined in Section 5.3.2 below.

5.3.2 Subject to Section 5.3.3 below, BellSouth will provide access to the EEL in the combinations set forth in Section 5.3.4 following. This offering is intended to provide connectivity from an end user's location through that end user's SWC to IDS' POP serving wire center. The circuit must be connected to IDS' switch for the purpose of provisioning telephone exchange service to IDS' end-user customers. The EEL will be connected to IDS' facilities in IDS' collocation space at the POP SWC, or IDS may purchase BellSouth's access facilities between IDS' POP and IDS' collocation space at the POP SWC.

5.3.3 BellSouth shall provide EEL combinations to IDS in Georgia regardless of whether or not such EELs are Currently Combined. In all other states, BellSouth shall make available to IDS those EEL combinations described in Section 5.3.4 below only to the extent such combinations are Currently Combined. Furthermore, BellSouth will make available EEL combinations to IDS in density Zone 1, as defined in 47 C.F.R. 69.123 as of January 1, 1999, in the Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA, MSAs regardless of whether or not such EELs are Currently Combined. Except as stated above, EELs will be provided to IDS only to the extent such network elements are Currently Combined.

DISAGREE – 5.3.3.1 and 5.3.3.1.1:

IDS' PROPOSAL:

BELLSOUTH DISAGREES

5.3.3.1 Notwithstanding Subparagraphs 5.3.2 and 5.3.3 above, should IDS request an EEL Combination as set forth in 5.3.4 below and BellSouth is unable to provision that EEL Combination, BellSouth will make available to IDS an equivalent Special Access Service. The Special Access Service shall be provided in lieu of the EEL Combination until such time that BellSouth is able to provision the EEL Combination as originally requested by IDS. The Special Access Service shall not be deemed provided under the tariff but rather pursuant to the requirements for EELs as set forth in the Agreement at the UNE rates for EELs as set forth in Exhibit D to this Agreement. Additionally, BellSouth shall convert the Special Access Service to the EEL Combination as originally requested by IDS and all conversion charges shall be waived.

5.3.3.1.1 Further, when problems occur in IDS' ordering of EEL Combinations set forth in 5.3.4 below and it is determined by the Parties that such ordering problems are encountered due to failure in BellSouth's electronic ordering systems (when

available for EELs), then, BellSouth will make available to IDS an equivalent Special Access Service. The Special Access Service shall be provided in lieu of EELs and shall not be deemed provided under the tariff but rather pursuant to the requirements for EELs as set forth in the Agreement, at the UNE rates for EELs as set forth in Exhibit D to the Agreement. Additionally, BellSouth shall convert the Special Access Service to the EEL Combination as originally requested by IDS and all conversion charges shall be waived.

5.3.4 EEL Combinations

5.3.4.1 DS1 Interoffice Channel + DS1 Channelization + 2-wire VG Local Loop

5.3.4.2 DS1 Interoffice Channel + DS1 Channelization + 4-wire VG Local Loop

5.3.4.3 DS1 Interoffice Channel + DS1 Channelization + 2-wire ISDN Local Loop

5.3.4.4 DS1 Interoffice Channel + DS1 Channelization + 4-wire 56 kbps Local Loop

5.3.4.5 DS1 Interoffice Channel + DS1 Channelization + 4-wire 64 kbps Local Loop

5.3.4.6 DS1 Interoffice Channel + DS1 Local Loop

5.3.4.7 DS3 Interoffice Channel + DS3 Local Loop

5.3.4.8 STS-1 Interoffice Channel + STS-1 Local Loop

5.3.4.9 DS3 Interoffice Channel + DS3 Channelization + DS1 Local Loop

5.3.4.10 STS-1 Interoffice Channel + DS3 Channelization + DS1 Local Loop

5.3.4.11 2-wire VG Interoffice Channel + 2-wire VG Local Loop

5.3.4.12 4wire VG Interoffice Channel + 4-wire VG Local Loop

5.3.4.13 4-wire 56 kbps Interoffice Channel + 4-wire 56 kbps Local Loop

5.3.4.14 4-wire 64 kbps Interoffice Channel + 4-wire 64 kbps Local Loop

5.3.5 When combinations of loop and transport network elements include multiplexing, each of the individual DS1 circuits must meet the above criteria.

5.3.6 Special Access Service Conversions

5.3.6.1 IDS may not convert special access services to combinations of loop and transport network elements, whether or not IDS self-provides its entrance facilities (or obtains entrance facilities from a third party), unless IDS uses the combination to provide a significant amount of local exchange service, in addition to exchange access service, to a particular customer. To the extent IDS requests to convert any

special access services to combinations of loop and transport network elements at UNE prices, IDS shall provide to BellSouth a letter certifying that IDS is providing a significant amount of local exchange service (as described in this Section) over such combinations. The certification letter shall also indicate under what local usage option IDS seeks to qualify for conversion of special access circuits. IDS shall be deemed to be providing a significant amount of local exchange service over such combinations if one of the following options is met:

5.3.7.1.1 IDS certifies that it is the exclusive provider of an end user's local exchange service. The loop-transport combinations must terminate at IDS' collocation arrangement in at least one BellSouth central office. This option does not allow loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, IDS is the end user's only local service provider, and thus, is providing more than a significant amount of local exchange service. IDS can then use the loop-transport combinations that serve the end user to carry any type of traffic, including using them to carry 100 percent interstate access traffic; or

5.3.7.1.2 IDS certifies that it provides local exchange and exchange access service to the end user customer's premises and handles at least one third of the end user customer's local traffic measured as a percent of total end user customer local dial tone lines; and for DS1 circuits and above, at least 50 percent of the activated channels on the loop portion of the loop-transport combination have at least 5 percent local voice traffic individually, and the entire loop facility has at least 10 percent local voice traffic. When a loop-transport combination includes multiplexing, each of the individual DS1 circuits must meet this criteria. The loop-transport combination must terminate at IDS' collocation arrangement in at least one BellSouth central office. This option does not allow loop-transport combinations to be connected to BellSouth tariffed services; or

5.3.7.1.3 IDS certifies that at least 50 percent of the activated channels on a circuit are used to provide originating and terminating local dial tone service and at least 50 percent of the traffic on each of these local dial tone channels is local voice traffic, and that the entire loop facility has at least 33 percent local voice traffic. When a loop-transport combination includes multiplexing, each of the individual DS1 circuits must meet this criteria. This option does not allow loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, collocation is not required. IDS does not need to provide a defined portion of the end user's local service, but the active channels on any loop-transport combination, and the entire facility, must carry the amount of local exchange traffic specified in this option.

5.3.7.2 In addition, there may be extraordinary circumstances where IDS is providing a significant amount of local exchange service, but does not qualify under any of the three options set forth in Section 5.3.7.1. In such case, IDS may petition the FCC for a waiver of the local usage options set forth in the June 2, 2000 Order. If a waiver is granted, then upon IDS' request the Parties shall amend this

Agreement to the extent necessary to incorporate the terms of such waiver for such extraordinary circumstance.

5.3.7.3 BellSouth may at its sole discretion audit IDS records in order to verify the type of traffic being transmitted over combinations of loop and transport network elements. The audit shall be conducted by a third party independent auditor, and IDS shall be given thirty days written notice of scheduled audit. Such audit shall occur no more than one time in a calendar year, unless results of an audit find noncompliance with the significant amount of local exchange service requirement. In the event of noncompliance, IDS shall reimburse BellSouth for the cost of the audit. If, based on its audits, BellSouth concludes that IDS is not providing a significant amount of local exchange traffic over the combinations of loop and transport network elements, BellSouth may file a complaint with the appropriate Commission, pursuant to the dispute resolution process as set forth in the Interconnection Agreement. In the event that BellSouth prevails, BellSouth may convert such combinations of loop and transport network elements to special access services and may seek appropriate retroactive reimbursement from IDS.

5.3.7.4 IDS may convert special access circuits to combinations of loop and transport UNEs pursuant to the terms of this Section and subject to the termination provisions in the applicable special access tariffs, if any.

5.3.8 Rates

5.3.8.1 Georgia

5.3.8.2 The non-recurring and recurring rates for the EEL Combinations of network elements set forth in 5.3.4 whether Currently Combined or new, are as set forth in Exhibit D of this Amendment.

5.3.8.3 On an interim basis, for combinations of loop and transport network elements not set forth in Section 5.3.4, where the elements are not Currently Combined but are ordinarily combined in BellSouth's network, the non-recurring and recurring charges for such UNE combinations shall be the sum of the stand-alone non-recurring and recurring charges of the network elements which make up the combination. These interim rates shall be subject to true-up based on the Commission's review of BellSouth's cost studies.

5.3.8.4 To the extent that IDS seeks to obtain other combinations of network elements that BellSouth ordinarily combines in its network which have not been specifically priced by the Commission when purchased in combined form, IDS, at its option, can request that such rates be determined pursuant to the Bona Fide Request/New Business Request (NBR) process set forth in this Agreement.

5.3.8.5 All Other States

5.3.8.5.1 Subject to Section 5.3.2 and 5.3.3 preceding, for all other states, the non-recurring and recurring rates for the Currently Combined EEL combinations set forth in Section 5.3.4 and other Currently Combined network elements will be the sum of the recurring rates for the individual network elements plus a non recurring charge set forth in Exhibit D of this Attachment.

5.3.8.6 Multiplexing

5.3.8.6.1 Where multiplexing functionality is required in connection with loop and transport combinations, such multiplexing will be provided at the rates and on the terms set forth in this Agreement.

5.4 **Other Network Element Combinations**

5.4.1.1 In the state of Georgia, BellSouth shall make available to IDS, in accordance with Section 5.4.2.1 below: (1) combinations of network elements other than EELs that are Currently Combined; and (2) combinations of network elements other than EELs that are not Currently Combined but that BellSouth ordinarily combines in its network. In all other states, BellSouth shall make available to IDS, in accordance with Section 5.4.2.2 below, combinations of network elements other than EELs only to the extent such combinations are Currently Combined.

5.4.2 Rates

5.4.2.1 Georgia

5.4.2.1.1 The non-recurring and recurring rates for Other Network Element combinations, whether Currently Combined or new, are as set forth in Exhibit D of this Attachment.

5.4.2.1.2 On an interim basis, for Other Network Element combinations where the elements are not Currently Combined but are ordinarily combined in BellSouth's network, the non-recurring and recurring charges for such UNE combinations shall be the sum of the stand-alone non-recurring and recurring charges of the network elements which make up the combination. These interim rates shall be subject to true-up based on the Commission's review of BellSouth's cost studies.

5.4.2.1.3 To the extent that IDS seeks to obtain other combinations of network elements that BellSouth ordinarily combines in its network which have not been specifically priced by the Commission when purchased in combined form, IDS, at its option, can request that such rates be determined pursuant to the Bona Fide Request/New Business Request (NBR) process set forth in this Agreement.

5.4.2.2 All Other States

5.4.2.2.1 For all other states, the non-recurring and recurring rates for the Other Network Element Combinations that are Currently Combined will be the sum of the

recurring rates for the individual network elements plus a non recurring charge set forth in Exhibit D of this Attachment.

5.5 **UNE/Special Access Combinations**

5.5.1 Additionally, BellSouth shall make available to IDS a combination of an unbundled loop and tariffed special access interoffice facilities. To the extent IDS will require multiplexing functionality in connection with such combination, BellSouth will provide access to multiplexing within the central office pursuant to the terms, conditions and rates set forth in its Access Services Tariffs. The tariffed special access interoffice facilities and any associated tariffed services, including but not limited to multiplexing, shall not be eligible for conversion to UNEs as described in Section 5.3.7.

5.5.2 Rates

5.5.2.1 The non-recurring and recurring rates for UNE/Special Access Combinations will be the sum of the unbundled loop rates as set forth in Exhibit D and the interoffice transport rates and multiplexing rates as set forth in the Access Services Tariff.

5.6 **Port/Loop Combinations**

5.6.1 At IDS' request, BellSouth shall provide access to combinations of port and loop network elements, as set forth in Section 5.6.3 below, that are Currently Combined in BellSouth's network except as specified in Sections 5.6.1.1 and 5.6.1.2 below.

5.6.1.1 BellSouth shall not provide combinations of port and loop network elements on an unbundled basis in locations where, pursuant to FCC rules, BellSouth is not required to provide circuit switching as an unbundled network element.

5.6.1.2 In accordance with effective and applicable FCC rules, BellSouth shall not be required to provide circuit switching as an unbundled network element in density Zone 1, as defined in 47 C.F.R. 69.123 as of January 1, 1999 of the Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA, MSAs to IDS if IDS' customer has 4 or more DS0 equivalent lines.

5.6.2 Combinations of port and loop network elements provide local exchange service for the origination or termination of calls. BellSouth shall make available the following loop and port combinations at the terms and at the rates set forth below:

5.6.2.1 In Georgia, BellSouth shall provide to IDS combinations of port and loop network elements to IDS on an unbundled basis regardless of whether or not such combinations are Currently Combined except in those locations where BellSouth is not required to provide circuit switching, as set forth in Section 5.6.1.2 above.

The rates for such combinations shall be the cost based rates set forth in Exhibit D of this Attachment.

5.6.2.2 In all other states, BellSouth shall provide to IDS combinations of port and loop network elements on an unbundled basis if such combinations are Currently Combined, except in those locations where BellSouth is not required to provide unbundled circuit switching, as forth in Sections 5.6.1.1and 5.6.1.2 above. The rates for such combinations shall be the cost based rates set forth in Exhibit D of this Attachment.

5.6.2.3 In all states other than Georgia, except in those locations where BellSouth is not required to provide unbundled circuit switching, as set forth in Sections 5.6.1.1 and 5.6.1.2, BellSouth shall provide to IDS combinations of port and loop network elements that are not Currently Combined. The rate for such combinations shall be negotiated by the Parties.

5.6.2.4 In those locations where BellSouth is not required to provide unbundled circuit switching, as set forth in Sections 5.6.1.1 and 5.6.1.2, BellSouth shall provide to IDS combinations of port and loop network elements whether or not such combinations are Currently Combined. The rates for Currently Combined combinations are the market based rates as set forth in Exhibit D. The rates for not Currently Combined combinations shall be negotiated by the Parties.

5.6.3 Combination Offerings

5.6.3.1 2-wire voice grade port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.6.3.2 2-wire voice grade DID port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.6.3.3 2-wire CENTREX port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.6.3.4 2-wire ISDN Basic Rate Interface, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.6.3.5 2-wire ISDN Primary Rate Interface, DS1 loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.6.3.6 4-wire DS1 Trunk port, DS1 Loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.6.3.7 2-wire voice grade coin port, shared interoffice transport, and 2-wire analog loop. This Unbundled Coin port/loop combination is to be utilized with a payphone set capable of performing coin phone functions such as call rating, coin return, and timing within the set itself.

5.6.3.7.1 The Unbundled Coin port/loop combination is currently available in BellSouth's serving territory in Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi and South Carolina. BellSouth's target date for making this combination available in North Carolina and Tennessee is March 31, 2001.

DISAGREE – 5.6.3.8:

IDS' PROPOSAL:

BELLSOUTH DISAGREES:

5.6.3.8 When problems occur in IDS' ordering of UNE Port/Loop Combinations as set forth above, and it is determined by the Parties that such ordering problems were encountered due to a failure in BellSouth's electronic ordering systems, BellSouth shall accept all such orders on a resale basis. These resale services shall not be deemed provided under the tariff but rather pursuant to the provisions for UNE Port/Loop Combinations set forth in the Agreement, at the UNE Port/Loop Combination rates set forth in Exhibit D to the Agreement. Additionally, BellSouth shall convert these resale lines to the UNE Port/Loop Combinations as originally requested by IDS and all conversion charges shall be waived.

6. Transport, Channelization 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.

6.1 Transport

6.1.1 Interoffice transmission facility network elements include:

6.1.1.1 Dedicated transport, defined as BellSouth's transmission facilities, is dedicated to a particular customer or carrier that provides telecommunications between wire centers or switches owned by BellSouth, or between wire centers and switches owned by BellSouth and IDS.

6.1.1.2 Dark Fiber transport, defined as BellSouth's optical transmission facilities without attached signal regeneration, multiplexing, aggregation or other electronics;

6.1.1.3 Common (Shared) transport, defined as transmission facilities shared by more than one carrier, including BellSouth, between end office switches, between end office switches and tandem switches, and between tandem switches, in BellSouth's network.

6.2 BellSouth shall:

6.2.1 Provide IDS exclusive use of interoffice transmission facilities dedicated to a particular customer or carrier, or shared use of the features, functions, and capabilities of interoffice transmission facilities shared by more than one customer or carrier;

6.2.2 Provide all technically feasible transmission facilities, features, functions, and capabilities that IDS could use to provide telecommunications services;

6.2.3 Permit, to the extent technically feasible, IDS to connect such interoffice facilities to equipment designated by IDS, including but not limited to, IDS' collocated facilities; and

6.2.4 Permit, to the extent technically feasible, IDS to obtain the functionality provided by BellSouth's digital cross-connect systems in the same manner that BellSouth provides such functionality to interexchange carriers.

6.3 **Common (Shared) Transport**

6.3.1 Definition of Common (Shared) Transport

6.3.1.1 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.

6.3.2 Technical Requirements of Common (Shared) Transport

6.3.2.1 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.

6.3.2.2 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.

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

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

6.4 **Dedicated Transport**

6.4.1 Definitions

6.4.2 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.

6.4.3 Unbundled Local Channel

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

6.4.5 Unbundled Interoffice Channel.

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

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

6.4.7.1 As capacity on a shared UNE facility.

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

6.4.8 When Dedicated Transport is provided it shall include:

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

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

6.4.9 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.

6.4.10 Technical Requirements

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

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

6.4.10.3 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.

6.4.10.4 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.

6.4.10.5 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.

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

6.4.10.6.1 DS0 Equivalent;

6.4.10.6.2 DS1 (Extended SuperFrame - ESF);

6.4.10.6.3 DS3 (signal must be framed);

6.4.10.6.4 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.

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

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

6.4.11.1 BellSouth Technical References:

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

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

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

6.4.12 Provided that the facility is used to transport a significant amount of local exchange services IDS shall be entitled to convert existing interoffice transmission facilities (i.e., special access) to the corresponding interoffice transport network element option.

6.5 **Unbundled Channelization**

6.5.1 BellSouth agrees to offer access to Unbundled Channelization when available pursuant to following terms and conditions and at the rates set forth in the Attachment. Channelization will be offered with both the high and the low speed sides to be connected to collocation.

6.5.2 Definition

6.5.2.1 Unbundled Channelization (UC) provides the multiplexing capability that will allow a DS1 (1.544 Mbps) or DS3 (44.736 Mbps) or STS-1 Unbundled Network Element (UNE) or collocation cross-connect to be multiplexed or channelized at a BellSouth central office. This can be accomplished through the use of a stand-alone multiplexer or a digital cross-connect system at the discretion of BellSouth. Once UC has been installed, IDS can have channels activated on an as-needed basis by having BellSouth connect lower level UNEs via Central Office Channel Interfaces (COCIs).

6.5.3 Channelization capabilities will be as follows:

6.5.3.1 DS3 Channelization System: An element that channelizes a DS3 signal into 28 DS1s/STS-1s.

6.5.3.2 DS1 Channelization System: An element that channelizes a DS1 signal into 24 DS0s.

6.5.3.3 Central Office Channel Interfaces (COCI): Elements that can be activated on a channelization system.

6.5.4 DS1 Central Office Channel Interface elements can be activated on a DS3 Channelization System.

6.5.5 Voice Grade and Digital Data Central Office Channel Interfaces can be activated on a DS1 Channelization System.

6.5.6 AMI and B8ZS line coding with either Super Frame (SF) and Extended Super Frame (ESF) framing formats will be supported as options.

6.5.7 COCI will be billed on the lower level UNE order that is interfacing with the UC arrangement and will have to be compatible with those UNEs.

6.5.8 Technical Requirements

6.5.8.1 In order to assure proper operation with BST provided central office multiplexing functionality, the customer's channelization equipment must adhere strictly to form and protocol standards. Separate standards exist for the multiplex channel bank, for voice frequency encoding, for various signaling schemes, and for subrate digital access.

6.5.8.2 DS0 to DS1 Channelization

6.5.8.2.1 The DS1 signal must be framed utilizing the framing structure defined in ANSI T1.107, *Digital Hierarchy Formats Specifications* and ANSI T1.403.02, *DS1 Robbed-bit Signaling State Definitions*. DS0 to DS1 Channelization requirements are essential the same as defined in BellSouth Technical Reference 73525, *MegaLink® Service, MegaLink® Channel Service, MegaLink® Plus Service, and MegaLink® Light Service Interface and Performance Specification.*

6.5.8.3 DS1 to DS3 Channelization

6.5.8.3.1 The DS3 signal must be framed utilizing the framing structure define in ANSI T1.107, *Digital Hierarchy Formats Specifications*. DS1 to DS3 Channelization requirements are essentially the same as defined in BellSouth Technical Reference 73501, *LightGate® Service Interface and Performance Specifications*. The asynchronous M13 multiplex format (combination of M12 and M23 formats) is specified for terminal equipment that multiplexes 28 DS1s into a DS3.

6.5.8.4 DS1 to STS Channelization

6.5.8.4.1 The STS-1 signal must be framed utilizing the framing structure define in ANSI T1.105, *Synchronous Optical Network (SONET) – Basic Description Including Multiplex Structure, Rates and Formats* and T1.105.02, *Synchronous Optical Network (SONET) – Payload Mappings*. DS1 to STS Channelization requirements are essentially the same as defined in BellSouth Technical Reference TR 73501, *LightGate® Service Interface and Performance Specifications*

6.6 **Dark Fiber**

6.6.1 Definition

6.6.2 Dark Fiber is optical transmission facilities without attached multiplexing, aggregation or other electronics that connects two points within BellSouth's network. 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.

6.6.3 Requirements

6.6.3.1 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. If BellSouth has plans to use the fiber within a two-year period, there is no requirement to provide said fiber to IDS.

6.6.3.2 If the requested dark fiber has any lightwave repeater equipment interspliced to it, BellSouth will remove such equipment at IDS' request subject to time and materials charges.

6.6.3.3 IDS may test the quality of the Dark Fiber to confirm its usability and performance specifications.

6.6.3.4 BellSouth shall use its best efforts to provide to IDS 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 IDS ("Request"). Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber ("Confirmation"). From the time of the Request to forty-five (45) days after Confirmation, BellSouth shall hold such requested Dark Fiber for IDS' use an may not allow any other party to use such media, including BellSouth.

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

6.6.3.6 Dark Fiber shall meet the manufacturer's design specifications.

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

6.7 **Rates**

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

6.8 **Operational Support Systems (OSS)**

The terms, conditions and rates for OSS are as set forth in Section 2 of this Attachment.

7. 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.

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

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

7.1.2 Technical Requirements

7.1.2.1 BellSouth shall provide IDS 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.

7.1.2.2 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 IDS.

7.1.2.3 The SCP shall also provide, at IDS' 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:

7.1.2.3.1 Network Management;

7.1.2.3.2 Customer Sample Collection; and

7.1.2.3.3 Service Maintenance.

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

7.2.1 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:

7.3 **Rates**

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

8 Line Information Database (LIDB)

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

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

8.2.1 Definition

8.2.2 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.

8.2.3 Technical Requirements

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

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

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

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

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

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

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

8.2.4.7 BellSouth shall provide priority updates to LIDB for IDS data upon IDS' 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.

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

8.2.4.9 BellSouth shall perform backup and recovery of all of IDS' 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.

8.2.4.10 BellSouth shall provide IDS 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 IDS and BellSouth.

8.2.4.11 BellSouth shall prevent any access to or use of IDS 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 IDS in writing.

8.2.4.12 BellSouth shall provide IDS 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 IDS at least at parity with BellSouth Customer Data. BellSouth shall obtain from IDS the screening information associated with LIDB Data Screening of IDS 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 IDS under the Bona Fide Request/New Business Process as set forth in General Terms and Conditions.

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

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

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

8.2.5 Interface Requirements

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

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

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

8.2.6.3 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.

8.3 **Rates**

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

9. Signaling

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

9.2 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.

9.3 **Signaling Link Transport**

9.3.1 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.

9.3.2 Technical Requirements

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

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

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

9.3.3.2 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)).

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

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

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

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

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

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

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

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

9.3.5.3.2 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).

9.3.5.4 Interface Requirements

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

9.4 **Signaling Transfer Points (STPs)**

9.4.1 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.

9.4.2 Technical Requirements

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

9.4.2.1.1 BellSouth Local Switching or Tandem Switching;

9.4.2.1.2 BellSouth Service Control Points/DataBases;

9.4.2.1.3 Third-party local or tandem switching;

9.4.2.1.4 Third-party-provided STPs.

9.4.2.2 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.

9.4.2.3 If a BellSouth tandem switch routes calling traffic, based on dialed or translated digits, on SS7 trunks between an IDS 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 IDS 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.

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

9.4.2.5 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 IDS 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 IDS database, then IDS agrees to provide BellSouth with the Destination Point Code for the IDS database.

9.4.2.6 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 of this Attachment. All OMAP functions will be on a "where available" basis and can include:

9.4.2.6.1 MTP Routing Verification Test (MRVT); and

9.4.2.6.2 SCCP Routing Verification Test (SRVT).

9.4.2.7 In cases where the destination signaling point is a BellSouth local or tandem switching system or database, or is an IDS 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 IDS and BellSouth.

9.4.2.8 STPs shall be on parity with BellSouth.

9.4.2.9 <u>SS7 Advanced Intelligent Network (AIN) Access</u>

9.4.2.9.1 When technically feasible and upon request by IDS, 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 IDS SS7 network to exchange TCAP queries and responses with an IDS SCP.

9.4.2.9.2 SS7 AIN Access shall provide IDS SCP access to BellSouth local switch in association with switching via interconnection of BellSouth SS7 and IDS 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 IDS SCP as at least at parity with BellSouth's SCP's in terms of interfaces, performance and capabilities.

9.4.3 Interface Requirements

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

9.4.3.1.1 An A-link interface from IDS local switching systems; and,

9.4.3.1.2 A B-link interface from IDS local STPs.

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

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

9.4.3.4 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 IDS will work jointly to establish mutually acceptable SPOIs.

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

9.4.3.6 Message Screening

9.4.3.6.1 BellSouth shall set message screening parameters so as to accept valid messages from IDS local or tandem switching systems destined to any signaling point within BellSouth's SS7 network where the IDS switching system has a legitimate signaling relation.

9.4.3.6.2 BellSouth shall set message screening parameters so as to pass valid messages from IDS local or tandem switching systems destined to any signaling point or network accessed through BellSouth's SS7 network where the IDS switching system has a legitimate signaling relation.

9.4.3.6.3 BellSouth shall set message screening parameters so as to accept and pass/send valid messages destined to and from IDS from any signaling point or network interconnected through BellSouth's SS7 network where the IDS SCP has a legitimate signaling relation.

9.4.4 STPs shall be equal to or better than all of the requirements for STPs set forth in the applicable industry standard technical references.

9.5 **Service Control Points/Databases**

9.5.1 Definition

9.5.1.1 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.

9.5.2 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.

9.5.3 Technical Requirements for SCPs/Databases

9.5.3.1 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 IDS in accordance with the following requirements.

9.5.3.2 BellSouth shall provide physical access to SCPs through the SS7 network and protocols with TCAP as the application layer protocol.

9.5.3.3 BellSouth shall provide physical interconnection to databases via industry standard interfaces and protocols (e.g. SS7, ISDN and X.25).

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

9.5.4 Database Availability

9.5.4.1 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.

9.5.4.2 The operational interface provided by BellSouth shall complete Database transactions (i.e., add, modify, delete) for IDS customer records stored in BellSouth databases within 3 days, or sooner where BellSouth provisions its own customer records within a shorter interval.

9.6 **Local Number Portability Database**

9.6.1 Definition

9.6.2 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.

9.7 **SS7 Network Interconnection**

9.7.1 Definition.

9.7.2 SS7 Network Interconnection is the interconnection of IDS local Signaling Transfer Point Switches (STP) and IDS 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), IDS local or tandem switching systems, and other third-party switching systems directly connected to the BellSouth SS7 network.

9.7.3 Technical Requirements

9.7.3.1 SS7 Network Interconnection shall provide connectivity to all components of the BellSouth SS7 network. These include:

9.7.3.1.1 BellSouth local or tandem switching systems;

9.7.3.1.2 BellSouth DBs; and

9.7.3.1.3 Other third-party local or tandem switching systems.

9.7.4 The connectivity provided by SS7 Network Interconnection shall fully support the functions of BellSouth switching systems and DBs and IDS or other third-party switching systems with A-link access to the BellSouth SS7 network.

9.7.5 If traffic is routed based on dialed or translated digits between an IDS 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 IDS local STPs and BellSouth or other third-party local switch.

9.7.6 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).

9.7.7 SS7 Network Interconnection shall provide all functions of the MTP as specified in ANSI T1.111. This includes:

9.7.7.1 Signaling Data Link functions, as specified in ANSI T1.111.2;

9.7.7.2 Signaling Link functions, as specified in ANSI T1.111.3; and

9.7.7.3 Signaling Network Management functions, as specified in ANSI T1.111.4.

9.7.8 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 IDS local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a gateway pair of IDS local STPs, and shall not include SCCP Subsystem Management of the destination.

9.7.9 SS7 Network Interconnection shall provide all functions of the Integrated Services Digital Network User Part (ISDNUP), as specified in ANSI T1.113.

9.7.10 SS7 Network Interconnection shall provide all functions of the TCAP, as specified in ANSI T1.114.

9.7.11 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.

9.7.12 SS7 Network Interconnection shall be equal to or better than the following performance requirements:

9.7.12.1 MTP Performance, as specified in ANSI T1.111.6;

9.7.12.2 SCCP Performance, as specified in ANSI T1.112.5; and

9.7.12.3 ISDNUP Performance, as specified in ANSI T1.113.5.

9.7.13 Interface Requirements

9.7.13.1 BellSouth shall offer the following SS7 Network Interconnection options to connect IDS or IDS-designated local or tandem switching systems or STPs to the BellSouth SS7 network:

9.7.13.1.1 A-link interface from IDS local or tandem switching systems; and

9.7.13.1.2 B-link interface from IDS STPs.

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

9.7.13.3 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 IDS will work jointly to establish mutually acceptable SPOI.

9.7.13.4 The protocol interface requirements for SS7 Network Interconnection include the MTP, ISDNUP, SCCP, and TCAP. These protocol interfaces shall conform to the applicable industry standard technical references.

9.7.13.5 BellSouth shall set message screening parameters to accept messages from IDS local or tandem switching systems destined to any signaling point in the BellSouth SS7 network with which the IDS switching system has a legitimate signaling relation.

9.7.13.6 SS7 Network Interconnection shall be equal to or better than all of the requirements for SS7 Network Interconnection set forth in the applicable industry standard technical references.

9.8 Rates

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

10. Operator Call Processing, Inward Operator Services and Directory Assistance Services

10.1 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.

10.2 **Operator Systems**

10.2.1 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.

10.3 **Operator Service**

10.3.1 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.

10.3.2 Requirements

10.3.2.1 When IDS requests BellSouth to provide Operator Services, the following requirements apply:

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

10.3.2.1.2 BellSouth shall complete 0+ intraLATA toll calls.

10.3.2.1.3 BellSouth shall process calls that are billed to IDS end user's calling card that can be validated by BellSouth.

10.3.2.1.4 BellSouth shall complete person-to-person calls.

10.3.2.1.5 BellSouth shall complete collect calls.

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

10.3.2.1.7 BellSouth shall complete station-to-station calls.

10.3.2.1.8 BellSouth shall process emergency calls.

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

10.3.2.1.10 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.

10.3.2.1.11 BellSouth shall process operator-assisted directory assistance calls.

10.3.2.1.12 BellSouth shall adhere to equal access requirements, providing IDS local end users the same IXC access as provided to BellSouth end users.

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

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

10.3.2.1.15 BellSouth shall direct customer account and other similar inquiries to the customer service center designated by IDS.

10.3.2.1.16 BellSouth shall provide a feed of customer call records in "EMI" format to IDS in accordance with CLEC ODUF standards specified in Attachment 7.

10.3.3 Interface Requirements

10.3.3.1 With respect to Operator Services for calls that originate on local switching capability provided by or on behalf of IDS, 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.

10.4 **Directory Assistance Service**

10.4.1 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.

10.4.2 Requirements

10.4.3 Directory Assistance Service shall provide up to two listing requests per call. If available and if requested by IDS' 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, IDS may request such requirement pursuant to the Bona Fide Request/New Business Process as set forth in General Terms and Conditions.

10.4.4 Directory Assistance Service Updates

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

10.4.4.1.1 New end user connections: BellSouth will provide service to IDS that is equal to the service it provides to itself and its end users;

10.4.4.1.2 End user disconnections: BellSouth will provide service to IDS that is equal to the service it provides to itself and its end users; and

10.4.4.1.3 End user address changes: BellSouth will provide service to IDS that is equal to the service it provides to itself and its end users;

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

10.4.5 Branding for Operator Call Processing and Directory Assistance

10.4.5.1 The BellSouth Operator Systems Branding Feature provides a definable announcement to IDS 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 IDS to have its calls custom branded with IDS' 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.

10.4.5.2 BellSouth offers four service levels of branding to IDS when ordering Directory Assistance and/or Operator Call Processing.

10.4.5.2.1 Service Level 1 - BellSouth Branding

10.4.5.2.2 Service Level 2 - Unbranded

10.4.5.2.3 Service Level 3 - Custom Branding

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

10.4.6 For Resellers and Use with an Unbundled Port

10.4.6.1 BellSouth Branding is the Default Service Level.

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

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

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

10.4.7 For Facilities Based Carriers

10.4.7.1 All Service Levels require IDS 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.

10.4.7.2 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 IDS requires service.

10.4.8 Directory Assistance customized branding uses:

10.4.8.1 the recording of the name;

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

10.4.9 Operator Call Processing customized branding uses:

10.4.9.1 the recording of the name;

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

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

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

10.4.9.5 BellSouth will provide to IDS 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. IDS end users may use the same dialing arrangements as BellSouth end users, but obtain a IDS branded service.

10.5 **Directory Assistance Database Service (DADS)**

10.5.1 BellSouth shall make its Directory Assistance Database Service (DADS) available solely for the expressed purpose of providing Directory Assistance type services to IDS 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)). IDS 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, IDS agrees not to disclose DADS to others and shall provide due care in providing for the security and confidentiality of DADS. Further, IDS authorizes the inclusion of IDS Directory Assistance listings in the BellSouth Directory Assistance products.

10.5.2 BellSouth shall provide IDS initially with a base file of subscriber listings which reflect all listing change activity occurring since IDS' most recent update via magnetic tape, and subsequently using electronic connectivity such as Network Data Mover to be developed mutually by IDS and BellSouth. IDS agrees to assume the costs associated with CONNECT: Direct ™ connectivity, which will vary depending upon volume and mileage.

10.5.3 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 IDS on a Business, Residence, or combined Business and Residence basis. IDS agrees that the updates shall be used solely to keep the information current. Delivery of Daily Updates will commence the day after IDS receives the Base File.

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

10.5.5 Rates for DADS are as set forth in this Attachment.

10.6 **Direct Access to Directory Assistance Service**

10.6.1 Direct Access to Directory Assistance Service (DADAS) will provide IDS' 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 IDS to utilize its own switch, operator workstations and optional audio subsystems.

10.6.2 BellSouth will provide DADAS from its DA location. IDS will access the DADAS system via a telephone company provided point of availability. IDS 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.

10.6.3 A specified interface to each IDS subsystem will be provided by BellSouth. Interconnection between IDS' system and a specified BellSouth location will be pursuant to the use of IDS owned or IDS leased facilities and shall be appropriate sized based upon the volume of queries being generated by IDS.

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

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

10.6.4.2 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;

10.6.4.3 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.

10.6.5 Rates for DADAS are as set forth in this Attachment.

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

10.7.1 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:

10.7.2 Technical Requirements

10.7.2.1 BellSouth shall offer IDS a data link to the ALI/DMS database or permit IDS to provide its own data link to the ALI/DMS database. BellSouth shall provide error reports from the ALI/DMS database to IDS immediately after IDS inputs information into the ALI/DMS database. Alternately, IDS 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.

10.7.2.2 The ALI/DMS database shall contain the following end user information:

10.7.2.2.1 Name;

10.7.2.2.2 Address;

10.7.2.2.3 Telephone number; and

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

10.7.2.3 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 IDS requests otherwise and shall be updated if IDS requests, provided IDS supplies BellSouth with the updates.

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

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

10.7.3 Interface Requirements

The interface between the E911 Switch or Tandem and the ALI/DMS database for IDS end users shall meet industry standards.

10.8 Rates

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

11. Calling Name (CNAM) Database Service

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

11.2 The Agreement for Calling Name (CNAM) with standard pricing is included as Exhibit B to this Attachment. IDS must provide to its account manager a written request with a requested activation date to activate this service. If IDS is interested in requesting CNAM with volume and term pricing, IDS must contact its account manager to request a separate CNAM volume and term Agreement.

11.3 SCPs/Databases shall be equal to or better than all of the requirements for SCPs/Databases set forth in the applicable industry standard technical references.

11.4 **Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access**

11.4.1 BellSouth's Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access shall provide IDS the capability that will allow IDS and other third parties to create service applications in a BellSouth Service Creation Environment and deploy those applications in a BellSouth SMS to a BellSouth SCP. The third party service applications interact with AIN triggers provisioned on a BellSouth SSP.

11.4.2 BellSouth's SCE/SMS AIN Access shall provide access to SCE hardware, software, testing and technical support (e.g., help desk, system administrator) resources available to IDS. Scheduling procedures shall provide IDS equivalent priority to these resources.

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

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

11.4.4 When IDS selects SCE/SMS AIN Access, BellSouth shall provide for a secure, controlled access environment in association with its internal use of AIN components. IDS access will be provided via remote data connection (e.g., dial-in, ISDN).

11.4.5 When IDS selects SCE/SMS AIN Access, BellSouth shall allow IDS 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).

11.5 Rates

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

12. Basic 911 and E911

12.1 All of the negotiated terms and conditions set forth in this Section pertain to the provision of Basic 911 and E911.

12.2 If IDS orders network elements and other services, then IDS 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.

12.3 Definition

12.4 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).

12.5 Requirements

12.5.1 Basic 911 Service Provisioning. For Basic 911 service, BellSouth will provide to IDS 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. IDS 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. IDS will be required to route that call to BellSouth at the appropriate tandem or end office. When a municipality converts to E911 service, IDS will be required to discontinue the Basic 911 procedures and being using E911 procedures.

12.5.2 E911 Service Provisioning. For E911 service, IDS will be required to install a minimum of two dedicated trunks originating from the IDS 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. IDS will be required to provide BellSouth daily

updates to the E911 database. IDS 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, IDS 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. IDS 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.

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

12.5.4 Basic 911 and E911 functions provided to IDS shall be at least at parity with the support and services that BellSouth provides to its end users for such similar functionality.

12.5.5 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 IDS to follow in providing 911/E911 services.

13. True-Up

This section applies only to Tennessee and other rates that are interim or expressly subject to true-up under this attachment.

13.1 The interim prices for Network Elements and Other Services and Local Interconnection shall be subject to true-up according to the following procedures:

13.2 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.

13.3 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 12 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.

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

IDS understands that BellSouth currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses. IDS 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, IDS 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 IDS' 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 IDS' data from BellSouth's data and the Parties to this Agreement execute appropriate amendments hereto, the following terms and conditions shall apply:

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

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

II. FEES FOR SERVICE AND TAXES

A. IDS will not be charged a fee for storage services provided by BellSouth to IDS, 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 IDS. IDS shall have the right to have BellSouth contest with the imposing jurisdiction, at IDS' expense, any such taxes that IDS deems are improperly levied.

III. MISCELLANEOUS

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

DISAGREE – III.B:

BELLSOUTH PROPOSAL:

IDS PROPOSES TO STRIKE

B. IDS agrees to submit to BellSouth all advertising, sales promotions, 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 IDS further agrees not to publish or use advertising, sales promotions, press releases, or publicity matters without BellSouth's prior written approval.

C. This Storage Agreement will be subject to the terms and conditions of the General Terms and Conditions to the Agreement.

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 _____("IDS"), effective the _____ day of _____, _____.

I. GENERAL

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

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

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

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

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 IDS.

III. RESPONSIBILITIES OF PARTIES

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

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

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

IV. COMPLIANCE

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

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

3. Physical Connection and Compensation

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

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

EXHIBIT C

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. Georgia central offices (CO) will have priority over other state's COs.

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 April 26, 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 April 26, 2000, with due date of June 6, 2000, or sooner, will be given priority over orders received after April 26, 2000. Orders for the first 200 splitters received prior to April 26, 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 April 26, 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 before April 26, 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 26, 2000 will be fulfilled in their entirety before any orders received after April 26, 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 April 26, 2000

8. Irrespective of the Priority List, no orders received after April 26, 2000, will be worked until after all orders received on or before April 26, 2000 have been completed.

9. Once all orders received on or before April 26, 2000, have been worked in their entirety, orders received after April 26, 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 26, 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.

EXHIBIT C

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	PNSCFLBL	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
1166	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
266	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
769	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

UNBUNDLED DEDICATED TRANSPORT - Local Channel	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
Local Channel - Dedicated - 2-Wire VG										
Monthly Recurring per month	ULDV2	$14.61	$26.31	$13.91	$22.26	$14.94	$17.83	$14.83	$16.83	$19.02
NRC - 2-wire VG - 1st	ULDV2	$494.65	$389.37	$382.95	$585.15	$347.49	$487.62	$553.80	$554.00	$199.33
NRC - 2-wire VG -Add'l	ULDV2	$88.44	$66.88	$62.40	$98.53	$59.75	$84.35	$89.69	$88.58	$24.16
NRC - 2-Wire VG - Disconnect Chg - 1st	ULDV2	$77.81	$68.45	NA	NA	$53.68	$77.69	NA	NA	$54.81
NRC - 2-Wire VG - Disconnect Chg - Add'l	ULDV2	$7.63	$5.97	NA	NA	$6.60	$8.95	NA	NA	$4.80
NRC - Manual Svc Order, per LSR	SOMAN	NA	$21.73	NA	$19.99	NA	NA	NA	NA	$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	$3.87	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50	$2.77	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	$0.43	NA	NA	NA	NA	NA	NA	NA
NRC - 2-Wire VG - Incremental Charge--Manual Svc Order - 1st	SOMAN	$27.37	NA	$18.94	$41.46	$18.14	$25.50	$42.17	$43.75	NA
NRC - 2-Wire VG - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$18.37	NA	$8.42	$11.99	$8.06	$11.34	$12.76	$13.55	NA
NRC - 2-Wire VG - Incremental Charge--Manual Svc Order-Disconnect	SOMAN	$17.75	NA	NA	NA	$11.40	$16.05	NA	NA	NA
Local Channel - Dedicated - 4-Wire VG										
Monthly Recurring per month	ULDV4	$15.77	$27.48	$14.99	$23.38	$16.21	$19.03	$15.87	$18.05	$20.14
NRC - 4-Wire VG - 1st	ULDV4	$502.43	$390.25	$368.44	$585.15	$352.75	$495.25	$562.23	$562.46	$201.53
NRC - 4-Wire VG - Add'l	ULDV4	$86.68	$67.75	$64.05	$98.53	$61.33	$86.56	$92.67	$91.57	$24.83
NRC - 4-Wire VG - Disconnect Chg - 1st	ULDV4	$78.71	$69.32	NA	NA	$54.36	$78.58	NA	NA	$55.52
NRC - 4-Wire VG - Disconnect Chg - Add'l	ULDV4	$8.53	$6.85	NA	NA	$7.28	$9.84	NA	NA	$5.51
NRC - Manual Svc Order, per LSR	SOMAN	NA	$21.73	NA	$19.99	NA	NA	NA	NA	$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	$3.87	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	$2.77	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	$3.50	$0.43	NA	NA	NA	NA	NA	NA	NA
NRC - 4-Wire VG - Incremental Charge--Manual Svc Order - 1st	SOMAN	$27.37	NA	$18.94	$41.46	$18.14	$25.52	$42.17	$43.64	NA
NRC - 4-Wire VG - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$18.73	NA	$8.42	$11.99	$8.06	$11.34	$12.76	$13.55	NA
NRC - 4-Wire VG - Incremental Charge--Manual Svc Order-Disconnect	SOMAN	$17.75	NA	NA	NA	$11.40	$17.25	NA	NA	NA
Local Channel - Dedicated - DS1										
DS1 per month	ULDF1	$35.52	$42.98	$38.36	$43.80	$43.80	$38.91	$35.68	$37.20	$40.27
NRC - DS1 - 1st	ULDF1	$503.57	$357.86	$356.15	$538.95	$348.56	$494.83	$534.48	$534.81	$277.35
NRC - DS1 - Add'l	ULDF1	$442.84	$309.95	$312.89	$464.94	$300.30	$435.28	$462.69	$462.81	$233.26
NRC - DS1 - Disconnect Chg - 1st	ULDF1	$46.28	$41.46	NA	NA	$24.15	$46.85	NA	NA	$33.18
NRC - DS1 - Disconnect Chg - Add'l	ULDF1	$32.18	$28.51	NA	NA	$21.31	$33.02	NA	NA	$22.30
NRC - Manual Svc Order, per LSR	SOMAN	NA	$21.73	NA	$19.99	NA	NA	NA	NA	$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	$3.87	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50	$2.77	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	$0.43	NA	NA	NA	NA	NA	NA	NA
NRC - DS1 - Incremental Charge--Manual Svc Order - 1st	SOMAN	$61.95	NA	$44.22	$87.71	$42.34	$59.58	$86.15	$87.99	NA
NRC - DS1 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$0.00	NA	NA	NA	NA	NA	$1.77	$3.11	NA
NRC - DS1 - Incremental Charge--Manual Svc Order-Disconnect	SOMAN	$29.27	NA	NA	NA	$19.48	$27.40	NA	NA	NA
Local Channel - Dedicated - DS3										
DS3 - per mile per month	1L5NC	$8.44	$9.32	$7.00	$34.00	$30.34	NA	NA	$12.08	$23.76
DS3 - Facility Termination per month	ULDF3	$535.92	$560.39	$521.54	$635.09	$669.01	$533.33	$498.87	$493.31	$607.28
NRC - DS3 - Facility Termination - 1st	ULDF3	$640.54	$910.45	$646.47	$1,091	$709.14	$526.67	$562.25	$735.42	$726.16
NRC - DS3 - Facility Termination - Add'l	ULDF3	$426.28	$532.19	$431.05	$661.23	$402.63	$493.71	$527.88	$519.31	$411.64
NRC - DS3 - Facility Termination - Disconnect - 1st	ULDF3	$121.72	$223.20	$123.65	NA	$102.16	$42.41	NA	NA	$103.36
NRC - DS3 - Facility Termination - Disconnect - Add'l	ULDF3	$118.54	$156.12	$120.44	NA	$99.46	$40.87	NA	NA	$100.59
NRC - Manual Svc Order, per LSR	SOMAN	NA	$21.73	NA	$19.99	NA	NA	NA	NA	$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	$3.87	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50	$2.77	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	$0.43	NA	NA	NA	NA	NA	NA	NA
NRC - DS3 -Incremental Charge--Manual Svc Order - 1st	SOMAN	$38.48	NA	$37.96	$93.12	$50.25	$31.49	$56.25	$54.26	NA
NRC - DS3 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$38.48	NA	$37.96	$93.12	$50.25	$31.49	$56.25	$54.26	NA

NRC - DS3 - Incremental Charge--Manual Svc Order-Disconnect -1st	SOMAN	$19.03	NA	$18.23	NA	$20.94	$25.35	NA	NA	NA
NRC - DS3 - Incremental Charge--Manual Svc Order-Disconnect-Add'l	SOMAN	$19.03	NA	$18.23	NA	$20.94	$25.35	NA	NA	NA
Local Channel - Dedicated - STS-1										
STS-1 - per mile per month	1L5NC	$8.44	$9.32	$7.00	$34.00	$8.77	$38.98	NA	$12.08	$25.11
STS-1 - Facility Termination per month	ULDFS	$525.40	$569.67	$523.20	$635.09	$558.00	$531.39	$512.00	$481.14	$615.65
NRC - STS-1 - Facility Termination - 1st	ULDFS	$640.54	$910.45	$646.47	$1,091	$594.71	$1,084.33	$757.25	$735.42	$1,085.73
NRC - STS-1 - Facility Termination - Add'l	ULDFS	$426.82	$532.19	$431.05	$661.23	$396.54	$682.13	$534.95	$519.31	$683.01
NRC - STS-1 - Facility Termination - Disconnect - 1st	ULDFS	$121.72	$223.20	$123.65	NA	$113.75	$42.41	NA	NA	$103.36
NRC - STS-1 - Facility Termination - Disconnect - Add'l	ULDFS	$118.54	$156.12	$120.44	NA	$110.80	$40.87	NA	NA	$100.59
NRC - Manual Svc Order, per LSR	SOMAN	NA	$21.73	NA	$19.99	NA	NA	NA	NA	$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	$3.87	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50	$2.77	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	$0.43	NA	NA	NA	NA	NA	NA	NA
NRC - STS-1 -Incremental Charge--Manual Svc Order - 1st	SOMAN	$38.48	NA	$37.96	$93.12	$34.92	$96.10	$55.00	$54.26	NA
NRC - STS-1 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$38.48	NA	$37.96	$93.12	$34.92	$96.10	$55.00	$54.26	NA
NRC - STS-1 - Incremental Charge--Manual Svc Order-Disconnect -1st	SOMAN	$19.03	NA	$18.23	NA	$16.77	$25.35	NA	NA	NA
NRC - STS-1 - Incremental Charge--Manual Svc Order-Disconnect-Add'l	SOMAN	$19.03	NA	$18.23	NA	$16.77	$25.35	NA	NA	NA
Local Channel - Dedicated - OC3										
OC3 per mile per month	TBD	$7.09	$9.08	$5.88	$28.56	$25.48	$35.55	$21.27	$10.15	$19.95
OC3 Facility Termination per month	TBD	$1,123	$651.40	$924.18	$1,493	$1,179	$873.23	$914.18	$493.31	$1,263
NRC - OC3 - Facility Termination - 1st	TBD	$949.63	$974.02	$958.02	$1,543	$1,025	$1,427.00	$1,543	$735.42	$1,050
NRC - OC3 - Facility Termination - Add'l	TBD	$413.38	$412.05	$417.50	$661.23	$402.63	$549.17	$670.92	$519.31	$411.64
NRC - OC3 - Facility Termination - Disconnect Chg - 1st	TBD	$121.72	$112.44	$123.65	NA	$102.16	$134.07	NA	NA	$103.36
NRC - OC3 - Facility Termination - Disconnect Chg - Add'l	TBD	$118.54	$109.19	$120.44	NA	$99.46	$130.59	NA	NA	$100.59
NRC - Manual Svc Order, per LSR	SOMAN	NA	$21.73	NA	$19.99	NA	NA	NA	NA	$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	$3.87	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50	$2.77	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	$0.43	NA	NA	NA	NA	NA	NA	NA
NRC - OC3 - Incremental Charge--Manual Svc Order - 1st	SOMAN	$38.48	NA	$37.96	$93.12	$50.25	$68.62	$99.10	$54.26	NA
NRC - OC3 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$38.48	NA	$37.96	$93.12	$50.25	$68.62	$99.10	$54.26	NA
NRC - OC3 - Incremental Charge--Manual Svc Order-Disconnect-1st	SOMAN	$19.03	NA	$18.23	NA	$20.94	$28.59	NA	NA	NA
NRC - OC3 - Incremental Charge--Manual Svc Order-Disconnect-Add'l	SOMAN	$19.03	NA	$18.23	NA	$20.94	$28.59	NA	NA	NA
Local Channel - Dedicated - OC12										
OC12 per mile per month	TBD	$10.13	$11.18	$8.40	$40.80	$36.40	$50.79	$30.38	$14.50	$28.51
OC12 Facility Termination per month	TBD	$5,630	$2,068	$3,220	$4,492	$3,895	$3,414.00	$3,316	$4,414	$7,158
NRC - OC12 - Facility Termination - 1st	TBD	$1,165	$1,193	$1,175	$1,858	$1,245	$1,742.00	$1,853	$1,259	$1,276
NRC - OC12 - Facility Termination - Add'l	TBD	$413.38	$412.05	$417.50	$661.23	$402.63	$549.17	$670.92	$505.88	$411.64
NRC - OC12 - Facility Termination -Disconnect Chg - 1st	TBD	$121.72	$112.44	$123.65	NA	$102.16	$134.07	NA	NA	$103.36
NRC - OC12 - Facility Termination - Disconnect Chg - Add'l	TBD	$118.54	$109.19	$120.44	NA	$99.46	$130.59	NA	NA	$100.59
NRC - Manual Svc Order, per LSR	SOMAN	NA	$21.73	NA	$19.99	NA	NA	NA	NA	$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	$3.87	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50	$2.77	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	$0.43	NA	NA	NA	NA	NA	NA	NA
NRC - OC12 - Incremental Charge--Manual Svc Order - 1st	SOMAN	$38.48	NA	$37.96	$93.12	$50.25	$68.62	$99.10	$54.26	NA
NRC - OC12 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$38.48	NA	$37.96	$93.12	$50.25	$68.62	$99.10	$54.26	NA
NRC - OC12 - Incremental Charge--Manual Svc Order-Disconnect-1st	SOMAN	$19.03	NA	$18.23	NA	$20.94	$28.59	NA	NA	NA
NRC - OC12 - Incremental Charge--Manual Svc Order-Disconnect-Add'l	SOMAN	$19.03	NA	$18.23	NA	$20.94	$28.59	NA	NA	NA
Local Channel - Dedicated - OC48										
OC48 per mile per month	TBD	$33.22	$36.67	$27.55	$133.84	$119.40	$166.59	$99.66	$47.57	$93.50
OC48 Facility Termination per month	TBD	$1,947	$1,699	$1,689	$2,156	$2,311	$1,768.00	$1,837	$1,842	$1,853
OC48 - Interface OC12 on OC48 per month	TBD	$699.62	$592.09	$564.15	$728.81	$706.85	$668.36	$584.78	$773.40	$572.61
NRC - OC48 - Facility Termination - 1st	TBD	$1,165	$1,193	$1,175	$1,858	$1,245	$1,742.00	$1,853	$1,259	$1,276
NRC - OC48 - Facility Termination -Add'l	TBD	$413.38	$412.05	$417.50	$661.23	$402.63	$549.17	$670.92	$505.88	$411.64

NRC - OC48 - Interface OC12 on OC48 - 1st	TBD	$540.10	$547.98	$545.24	$844.21	$532.13	$729.04	$852.47	$635.04	$544.55
NRC -OC48 - Interface OC12 on OC48 -Add'l	TBD	$317.48	$314.49	$320.83	$516.89	$304.90	$404.94	$528.57	$410.02	$311.39
NRC - OC48 - Facility Termination - Disconnect Chg - 1st	TBD	$121.72	$112.44	$123.65	NA	$102.16	$134.07	NA	NA	$103.36
NRC - OC48 - Facility Termination - Disconnect Chg - Add'l	TBD	$118.54	$109.19	$120.44	NA	$99.46	$130.59	NA	NA	$100.59
NRC - OC48 - Interface OC12 on OC48 - Disconnect Chg - 1st	TBD	$121.72	$112.44	$123.65	NA	$102.16	$134.07	NA	NA	$103.36
NRC - OC48 - Interface OC12 on OC48 - Disconnect Chg - Add'l	TBD	$118.54	$109.19	$120.44	NA	$99.46	$130.59	NA	NA	$100.59
NRC - Manual Svc Order, per LSR	SOMAN	NA	$21.73	NA	$19.99	NA	NA	NA	NA	$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	$3.87	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50	$2.77	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	$0.43	NA	NA	NA	NA	NA	NA	NA
NRC - OC48 - Incremental Charge--Manual Svc Order - 1st	SOMAN	$38.48	NA	$37.96	$93.12	$50.25	$68.62	$99.10	$54.26	NA
NRC - OC48 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$38.48	NA	$37.96	$93.12	$50.25	$68.62	$99.10	$54.26	NA
NRC - OC48 -Interface-Incremental Cost-Manual Svc. Order vs. Electronic-	SOMAN	$38.48	NA	$37.96	$93.12	$50.25	$68.62	$99.10	$54.26	NA
NRC - OC48 -Interface-Incremental Cost-Manual Svc. Order vs. Electronic-A	SOMAN	$38.48	NA	$37.96	$93.12	$50.25	$68.62	$99.10	$54.26	NA
NRC - OC48 - Incremental Charge--Manual Svc Order-Disconnect-1st	SOMAN	$19.03	NA	$18.23	NA	$20.94	$28.59	NA		NA
NRC - OC48 - Incremental Charge--Manual Svc Order-Disconnect-Add'l	SOMAN	$19.03	NA	$18.23	NA	$20.94	$28.59	NA	NA	NA
NRC - OC48 -Interface-Incremental Cost-Manual Svc. Order vs. Electronic-D	SOMAN	$19.03	NA	$18.23	NA	$20.94	$28.59	NA	NA	NA
NRC - OC48 -Interface-Incremental Cost-Manual Svc. Order vs. Electronic-D	SOMAN	$19.03	NA	$18.23	NA	$20.94	$28.59	NA	NA	NA
UNBUNDLED DEDICATED TRANSPORT - Interoffice Channel										
Interoffice Transport - Dedicated - 2-wire VG										
2-Wire VG - per mile per month	1L5XX	$0.0339	$0.0100	$0.0222	$0.0301	$0.0384	$0.0323	$0.0282	$0.0373	$0.0173
2-Wire VG - Facility Termination per month	U1TV2	$18.49	$26.72	$17.07	$27.66	$19.10	$21.33	$18.01	$21.42	$18.33
NRC - 2-wire VG - Facility Termination -1st	U1TV2	$107.11	$81.73	$79.61	$142.31	$76.20	$106.72	$137.48	$136.44	$55.39
NRC - 2-wire VG - Facility Termination - Add'l	U1TV2	$48.27	$55.26	$36.08	$56.21	$34.54	$48.83	$52.58	$51.37	$17.37
NRC - 2-wire VG -Facility Termination - Disconnect Charge -1st	U1TV2	$37.16	$31.26	NA	NA	$28.03	$38.05	NA	NA	$27.96
NRC - 2-wire VG - Facility Termination - Disconnect Charge -Add'l	U1TV2	$5.88	$12.88	NA	NA	$5.37	$7.23	NA	NA	$3.51
NRC - Manual Svc Order, per LSR	SOMAN	NA	$21.73	NA	$19.99	NA	NA	NA	NA	$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	$3.87	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50	$2.77	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	$0.43	NA	NA	NA	NA	NA	NA	NA
NRC - 2-wire VG - Incremental Charge--Manual Svc Order - 1st	SOMAN	$27.37	NA	$18.94	$37.21	$18.14	$25.52	$38.07	$39.63	NA
NRC - 2-wire VG - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$27.57	NA	$18.94	$37.21	$18.14	$25.52	$38.07	$39.63	NA
NRC - 2-wire VG - Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	$12.97	NA	NA	NA	$8.06	$11.34	NA	NA	NA
NRC - 2-wire VG - Incremental Charge--Manual Svc Order-Disconnect--Add'l	SOMAN	$12.97	NA	NA	NA	$8.06	$11.34	NA	NA	NA
Common (Shared) Transport										
Common (Shared) Transport per mile per mou	NA	$0.00001	$0.000012	$0.000008	$0.0000049	$0.0000083	$0.0000091	$0.00001	$0.0000121	$0.00004
Common (Shared) Transport Facilities Termination per mou	NA	$0.00045	$0.0005	$0.0004152	$0.000426	$0.00047	$0.0004281	$0.00034	$0.0004672	$0.00036
Interoffice Transport - Dedicated - 4-wire VG										
4-Wire VG - per mile per month	1L5XX	NA	$0.0100	NA	NA	NA	NA	NA	NA	NA
4-Wire VG - Facility Termination per month	U1TV4	NA	$23.82	NA	NA	NA	NA	NA	NA	NA
NRC - 4-wire VG - Facility Termination -1st	U1TV4	NA	$81.73	NA	NA	NA	NA	NA	NA	NA
NRC - 4-wire VG - Facility Termination - Add'l	U1TV4	NA	$55.26	NA	NA	NA	NA	NA	NA	NA
NRC - 4-wire VG -Facility Termination - Disconnect Charge -1st	U1TV4	NA	$31.26	NA	NA	NA	NA	NA	NA	NA
NRC - 4-wire VG - Facility Termination - Disconnect Charge -Add'l	U1TV4	NA	$12.88	NA	NA	NA	NA	NA	NA	NA
NRC - Manual Svc Order, per LSR	SOMAN	NA	$21.73	NA	NA	NA	NA	NA	NA	NA
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	$3.87	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	$2.77	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	$0.43	NA	NA	NA	NA	NA	NA	NA
NRC - 4-wire VG - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 4-wire VG - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 4-wire VG - Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 4-wire VG - Incremental Charge--Manual Svc Order-Disconnect--Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
Interoffice Transport - Dedicated - DS0 - 56										

DS0 - per mile per month	1L5XX	$0.0339	$0.0100	$0.0222	$0.0301	$0.0384	$0.0323	$0.0282	$0.0373	$0.1730
DS0 - Facility Termination per month	U1TD5	$17.81	$19.46	$16.45	$26.95	$18.37	$20.64	$17.40	$20.71	$17.74
NRC - DS0 - Facility Termination - 1st	U1TD5	$107.11	$81.74	$79.61	$142.31	$76.20	$106.72	$137.48	$136.44	$55.39
NRC - DS0 - Facility Termination - Add'l	U1TD5	$48.27	$55.26	$36.08	$56.21	$34.54	$48.83	$52.58	$51.37	$17.37
NRC - DS0 -Facility Termination - Disconnect Charge - 1st	U1TD5	$37.16	$31.26	NA	NA	$28.03	$38.05	NA	NA	$27.96
NRC - DS0 - Facility Termination - Disconnect Charge - Add'l	U1TD5	$5.88	$12.88	NA	NA	$5.37	$7.23	NA	NA	$3.51
NRC - Manual Svc Order, per LSR	SOMAN	NA	$21.73	NA	$19.99	NA	NA	NA	NA	$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	$3.87	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50	$2.77	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	$0.43	NA	NA	NA	NA	NA	NA	NA
NRC - DS0 -Incremental Charge--Manual Svc Order - 1st	SOMAN	$27.37	NA	$18.94	$37.21	$18.14	$25.52	$38.07	$39.63	NA
NRC -DS0 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$27.37	NA	$18.94	$37.21	$18.14	$25.52	$38.07	$39.63	NA
NRC - DS0 -Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	$12.97	NA	NA	NA	$8.06	$11.34	NA	NA	NA
NRC - DS0 -Incremental Charge--Manual Svc Order-Disconnect—Add'l	SOMAN	$12.97	NA	NA	NA	$8.06	$11.34	NA	NA	NA
Interoffice Transport - Dedicated -64 KBPS										
DS0 - per mile per month	1L5XX	$0.0339	$0.0100	$0.0222	$0.0301	$0.0384	$0.0323	$0.0282	$0.0373	$0.1730
DS0 - Facility Termination per month	U1TD6	$17.81	$19.46	$16.45	$26.95	$18.37	$20.64	$17.40	$20.71	$17.74
NRC - DS0 - Facility Termination - 1st	U1TD6	$107.11	$81.74	$79.61	$142.31	$76.20	$106.72	$137.48	$136.44	$55.39
NRC - DS0 - Facility Termination - Add'l	U1TD6	$48.27	$55.26	$36.08	$56.21	$34.54	$48.83	$52.58	$51.37	$17.37
NRC - DS0 -Facility Termination - Disconnect Charge - 1st	U1TD6	$37.16	$31.26	NA	NA	$28.03	$38.05	NA	NA	$27.96
NRC - DS0 - Facility Termination - Disconnect Charge - Add'l	U1TD6	$5.88	$12.88	NA	NA	$5.37	$7.23	NA	NA	$3.51
NRC - Manual Svc Order, per LSR	SOMAN	NA	$21.73	NA	$19.99	NA	NA	NA	NA	$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	$3.87	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50	$2.77	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	$0.43	NA	NA	NA	NA	NA	NA	NA
NRC - DS0 -Incremental Charge--Manual Svc Order - 1st	SOMAN	$27.37	NA	$18.94	$37.21	$18.14	$25.52	$38.07	$39.63	NA
NRC -DS0 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$27.37	NA	$18.94	$37.21	$18.14	$25.52	$38.07	$39.63	NA
NRC - DS0 -Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	$12.97	NA	NA	NA	$8.06	$11.34	NA	NA	NA
NRC - DS0 -Incremental Charge--Manual Svc Order-Disconnect—Add'l	SOMAN	$12.97	NA	NA	NA	$8.06	$11.34	NA	NA	NA
Interoffice Transport - Dedicated - DS1										
DS1 - per mile per month	1L5XX	$0.6920	$0.2035	$0.3068	$0.4500	$0.7831	$0.6598	$0.0783	$0.7598	$0.3525
DS1 - Facility Termination per month	U1TF1	$79.69	$93.31	$63.39	$55.05	$93.40	$74.40	$71.29	$94.98	$75.83
NRC - DS1-Facility Termination - 1st	U1TF1	$198.15	$179.99	$147.07	$298.18	$140.49	$196.28	$217.17	$216.27	$145.98
NRC - DS1 - Facility Termination - Add'l	U1TF1	$148.18	$164.95	$111.75	$231.23	$106.69	$147.31	$163.75	$162.70	$109.85
NRC - DS1 - Facility Termination - Disconnect Charge - 1st	U1TF1	$25.44	$30.54	NA	NA	$20.00	$26.56	NA	NA	$19.55
NRC - DS1 - Facility Termination -Disconnect Charge - Add'l	U1TF1	$20.42	$26.97	NA	NA	$16.34	$21.61	NA	NA	$14.99
NRC - Manual Svc Order, per LSR	SOMAN	NA	$21.73	NA	$19.99	NA	NA	NA	NA	$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	$3.87	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50	$2.77	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	$0.43	NA	NA	NA	NA	NA	NA	NA
NRC - DS1 - Incremental Charge--Manual Svc Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	$38.07	$39.63	NA
NRC -DS1 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	$38.07	$39.63	NA
NRC - DS1 - Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	$12.97	NA	NA	NA	$8.06	$11.31	NA	NA	NA
NRC - DS1 - Incremental Charge--Manual Svc Order-Disconnect—Add'l	SOMAN	$12.97	NA	NA	NA	$8.06	$11.34	NA	NA	NA
Interoffice Transport - Dedicated - DS3										
DS3 - per mile per month	1L5XX	$4.98	$4.25	$2.75	$12.62	$14.04	$15.02	$12.98	$8.13	$5.89
DS3 -Facility Termination per month	U1TF3	$898.15	$1,130	$796.59	$1,204	$1,101	$744.38	$720.38	$967.70	$760.20
NRC - DS3 - Facility Termination -1st	U1TF3	$511.77	$562.06	$516.67	$946.23	$611.41	$686.74	$794.94	$606.72	$625.91
NRC - DS3 - Facility Termination - Add'l	U1TF3	$330.92	$328.16	$334.38	$516.89	$304.90	$477.76	$579.55	$423.45	$311.39
NRC - DS3 - Facility Termination - Disconnect Charge - 1st	U1TF3	$121.72	$112.44	$123.65	NA	$102.16	$125.56	NA	NA	$103.36
NRC - DS3 - Facility Termination - Disconnect Charge - Add'l	U1TF3	$118.54	$109.19	$120.44	NA	$99.46	$118.79	NA	NA	$100.59
NRC - Manual Svc Order, per LSR	SOMAN	NA	$21.73	NA	$19.99	NA	NA	NA	NA	$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	$3.87	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50	$2.77	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50

NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	$0.43	NA	NA	NA	NA	NA	NA	NA
NRC - DS3 - Incremental Charge--Manual Svc Order - 1st	SOMAN	$38.48	NA	$37.96	$93.12	$50.25	$64.97	$91.26	$54.26	NA
NRC - DS3 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$38.48	NA	$37.96	$93.12	$50.25	$64.97	$91.26	$54.26	NA
NRC - DS3 - Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	$19.03	NA	$18.23	NA	$20.94	$27.08	NA	NA	NA
NRC - DS3 - Incremental Charge--Manual Svc Order-Disconnect—Add'l	SOMAN	$19.03	NA	$18.23	NA	$20.94	$27.08	NA	NA	NA
Interoffice Transport - Dedicated - STS-1										
STS-1 - per mile per month	1L5XX	$4.98	$4.25	$2.75	$12.62	$14.04	$13.48	$6.29	$8.13	$6.88
STS-1 -Facility Termination per month	U1TFS	$895.41	$1,114	$792.17	$1,204	$1,101	$692.52	$800.94	$967.58	$838.65
NRC - STS-1 - Facility Termination -1st	U1TFS	$511.77	$562.06	$516.67	$946.23	$611.41	$858.15	$624.86	$606.72	$858.26
NRC - STS-1 - Facility Termination - Add'l	U1TFS	$330.92	$328.16	$454.82	$516.89	$304.90	$524.58	$436.36	$423.45	$525.25
NRC - STS-1 - Facility Termination - Disconnect Charge - 1st	U1TFS	$121.72	$112.44	$123.65	NA	$102.16	$125.56	NA	NA	$103.36
NRC - STS-1 - Facility Termination - Disconnect Charge - Add'l	U1TFS	$118.54	$109.19	$120.44	NA	$99.46	$118.79	NA	NA	$100.59
NRC - Manual Svc Order, per LSR	SOMAN	NA	$21.73	NA	$19.99	NA	NA	NA	NA	$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	$3.87	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50	$2.77	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	$0.43	NA	NA	NA	NA	NA	NA	NA
NRC - STS-1 - Incremental Charge--Manual Svc Order - 1st	SOMAN	$38.48	NA	$37.96	$93.12	$50.25	$94.50	$55.00	$54.26	NA
NRC - STS-1 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$38.48	NA	$37.96	$93.12	$50.25	$94.50	$55.00	$54.26	NA
NRC - DS3 - Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	$19.03	NA	$18.23	NA	$20.94	$27.08	NA	NA	NA
NRC - DS3 - Incremental Charge--Manual Svc Order-Disconnect—Add'l	SOMAN	$19.03	NA	$18.23	NA	$20.94	$27.08	NA	NA	NA
Interoffice Transport - Dedicated - OC3										
OC3 -per mile per month	1L5XX	$7.35	$8.38	$4.42	$27.97	$23.89	$18.35	$14.10	$9.75	$13.45
OC3 -Facility Termination per month	TBD	$2,475	$3,043	$2,211	$3,390	$2,990	$1,892.00	$2,071	$2,802	$2,124
NRC - OC-3 - Facility Termination - 1st	TBD	$820.85	$876.46	$828.22	$1,399	$927.35	$1,283.00	$1,381	$915.64	$950.10
NRC - OC-3 - Facility Termination - Add'l	TBD	$317.48	$314.49	$320.83	$516.89	$304.90	$404.94	$509.93	$410.02	$311.39
NRC - OC-3 - Facility Termination - Disconnect Charge - 1st	TBD	$121.72	$112.44	$123.65	NA	$102.16	$134.07	NA	NA	$103.36
NRC - OC-3 - Facility Termination - Disconnect Charge - Add'l	TBD	$118.54	$109.19	$120.44	NA	$99.46	$130.59	NA	NA	$100.59
NRC - Manual Svc Order, per LSR	SOMAN	NA	$21.73	NA	$19.99	NA	NA	NA	NA	$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	$3.87	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50	$2.77	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	$0.43	NA	NA	NA	NA	NA	NA	NA
NRC - OC3 - Incremental Cost - Manual Svc Order vs. Electronic-1st	SOMAN	$38.48	NA	$37.96	$93.12	$50.25	$68.62	$94.77	$54.26	NA
NRC - OC3 - Incremental Cost - Manual Svc Order vs. Electronic-Add'l	SOMAN	$38.48	NA	$37.96	$93.12	$50.25	$68.62	$94.77	$54.26	NA
NRC - OC3 - Incremental Cost - Manual Svc Order vs. Electronic-Disconnect-	SOMAN	$19.03	NA	$18.23	NA	$20.94	$28.59	NA	NA	NA
NRC - OC3 - Incremental Cost - Manual Svc Order vs. Electronic-Disconnect-	SOMAN	$19.03	NA	$18.23	NA	$20.94	$28.59	NA	NA	NA
Interoffice Transport - Dedicated - OC12										
OC12 -per mile per month	1L5XX	$19.26	$26.91	$15.21	$84.88	$74.44	$60.42	$30.38	$32.52	$49.80
OC12 -Facility Termination	TBD	$9,763	$11,685	$8,291	$12,344	$11,517	$7,182.00	$2,122	$11,132	$8,015
NRC - OC12- Facility Termination - 1st	TBD	$1,036	$1,095	$1,045	$1,713	$1,147	$1,598.00	$1,722	$1,131	$1,176
NRC - OC12- Facility Termination - Add'l	TBD	$317.48	$314.49	$320.83	$516.89	$304.90	$404.94	$542.73	$410.02	$311.39
NRC - OC12 - Facility Termination - Disconnect Chg - 1st	TBD	$121.72	$112.44	$123.65	NA	$102.16	$134.07	$131.65	NA	$103.36
NRC - OC12 - Facility Termination - Disconnect Chg - Add'l	TBD	$118.54	$109.19	$120.44	NA	$99.46	$130.59	$128.19	NA	$100.59
NRC - Manual Svc Order, per LSR	SOMAN	NA	$21.73	NA	$19.99	NA	NA	NA	NA	$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	$3.87	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50	$2.77	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	$0.43	NA	NA	NA	NA	NA	NA	NA
NRC - OC12 - Incremental Cost - Manual Svc Order vs. Electronic-1st	SOMAN	$38.48	NA	$37.96	$93.12	$50.25	$68.62	$69.34	$54.26	NA
NRC - OC12 - Incremental Cost - Manual Svc Order vs. Electronic-Add'l	SOMAN	$38.48	NA	$37.96	$93.12	$50.25	$68.62	$69.34	$54.26	NA
NRC - OC12 - Incremental Cost - Manual Svc Order vs. Elect-Disconnect-1st	SOMAN	$19.03	NA	$18.23	NA	$20.94	$28.59	$29.76	NA	NA
NRC - OC12 - Incremental Cost - Manual Svc Order vs. Elect-Disconnect-Add	SOMAN	$19.03	NA	$18.23	NA	$20.94	$28.59	$29.76	NA	NA
Interoffice Transport - Dedicated - OC48										
OC48 -per mile per month	1L5XX	$30.65	$34.66	$25.98	$138.02	$128.59	$102.43	$120.02	$45.92	$106.55
OC48 -Facility Termination per month	TBD	$11,691	$12,554	$11,255	$16,017	$14,950	$11,480.00	$1,677	$967.58	$11,632

OC48 -per Interface OC12 on OC48 per month	TBD	$1,424	$1,208	$1,149	$1,497	$1,451	$1,351.00	$582.66	$1,561	$1,170
NRC - OC48 - Facility Termination - 1st	TBD	$1,036	$1,095	$1,045	$1,713	$1,147	$1,598.00	$1,722	$1,131	$1,176
NRC - OC48 - Facility Termination - Add'l	TBD	$317.48	$314.49	$320.83	$516.89	$304.90	$404.94	$542.73	$410.02	$311.39
NRC - OC48 - Interface OC12 on OC48 - 1st	TBD	$540.10	$547.98	$545.24	$844.21	$532.13	$729.04	$720.81	$635.04	$544.55
NRC - OC48 - Interface OC12 on OC48 - Add'l	TBD	$317.48	$314.49	$320.83	$516.89	$304.90	$404.94	$400.38	$410.02	$311.39
NRC - OC48 - Facility Termination - Disconnect Chg - 1st	TBD	$121.72	$112.44	$123.65	NA	$102.16	$134.07	$131.65	NA	$103.36
NRC - OC48 - Facility Termination - Disconnect Chg - Add'l	TBD	$118.54	$109.19	$120.44	NA	$99.46	$130.59	$128.19	NA	$100.59
NRC - OC48 - Interface OC12 on OC48 - Disconnect - 1st	TBD	$121.72	$112.44	$123.65	NA	$102.16	$134.07	$131.65	NA	$103.36
NRC - OC48 - Interface OC12 on OC48 - Disconnect - Add'l	TBD	$118.54	$109.19	$120.44	NA	$99.46	$130.59	$128.19	NA	$100.59
NRC - Manual Svc Order, per LSR	SOMAN	NA	$21.73	NA	$19.99	NA	NA	NA	NA	$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	$3.87	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50	$2.77	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	$0.43	NA	NA	NA	NA	NA	NA	NA
NRC - OC48 - Incremental Cost - Manual Svc. Order vs. Electronic-1st	SOMAN	$38.48	NA	$37.96	$93.12	$50.25	$68.62	$69.34	$54.26	NA
NRC - OC48 - Incremental Cost - Manual Svc. Order vs. Electronic-Add'l	SOMAN	$38.48	NA	$37.96	$93.12	$50.25	$68.62	$69.34	$54.26	NA
NRC - OC48 - Interface- Incremental Cost - Manual Svc. Order vs. Electronic-	SOMAN	$38.48	NA	$37.96	$93.12	$50.25	$68.62	$69.34	$54.26	NA
NRC - OC48 - Interface- Incremental Cost - Manual Svc. Order vs. Electronic-	SOMAN	$38.48	NA	$37.96	$93.12	$50.25	$68.62	$69.34	$54.26	NA
NRC - OC48 - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	$19.03	NA	$18.23	NA	$20.94	$28.59	$29.76	NA	NA
NRC - OC48 - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-Ad	SOMAN	$19.03	NA	$18.23	NA	$20.94	$28.59	$29.76	NA	NA
NRC - OC48-Interface-Incremental Cost-Manual Svc. Order vs. Elec-Disconne	SOMAN	$19.03	NA	$18.23	NA	$20.94	$28.59	$29.76	NA	NA
NRC - OC48-Interface-Incremental Cost-Manual Svc. Order vs. Elec-Disconne	SOMAN	$19.03	NA	$18.23	NA	$20.94	$28.59	$29.76	NA	NA
UNBUNDLED CHANNELIZATION										
DS3 Channelization (DS3 to DS1)										
per Channelized System (28 DS1) per month	MQ3	$225.36	$222.61	$184.02	$236.32	$245.84	$229.30	$226.81	$200.01	$222.98
NRC - 1st	MQ3	$265.87	$359.20	$268.81	$425.41	$259.76	$356.80	$351.95	$321.54	$265.08
NRC - Add'l	MQ3	$188.51	$299.24	$190.84	$303.33	$182.64	$247.40	$243.76	$234.30	$185.94
NRC -1st - Disconnect	MQ3	$71.76	$189.04	$73.29	NA	$60.96	$79.94	$77.90	NA	$61.09
NRC -Add'l - Disconnect	MQ3	$52.03	$186.37	$60.61	NA	$50.46	$65.20	$63.32	NA	$50.31
per Interface per month (COCI)	UC1D1	$17.22	$14.51	$11.14	$8.52	$7.55	$5.58	$4.61	$11.99	$3.91
NRC - 1st	UC1D1	$12.05	$13.26	$12.15	$15.86	$12.29	$15.85	$15.76	$12.05	$12.61
NRC - Add'l	UC1D1	$8.69	$9.50	$8.76	$11.36	$8.80	$11.35	$11.28	$8.68	$9.03
NRC - Manual Svc Order, per LSR	SOMAN	NA	$21.73	NA	$19.99	NA	NA	NA	NA	$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	$3.87	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50	$2.77	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	$0.43	NA	NA	NA	NA	NA	NA	NA
Channel System - Incremental Cost - Manual Svc. Order vs. Electronic -1st	SOMAN	$15.61	NA	$14.91	$41.47	$19.74	$26.95	$28.13	$25.59	$21.71
Channel System - Incremental Cost - Manual Svc. Order vs. Electronic -Add'l	SOMAN	$7.39	NA	$6.63	$11.99	$8.77	$11.98	$13.33	$8.92	$10.46
Incremental Cost-Manual Svc. Order vs. Elect -Disconnect - 1st	SOMAN	$11.67	NA	$10.82	NA	$12.43	$16.97	$18.26	NA	$14.21
Incremental Cost-Manual Svc. Order vs. Elect -Disconnect - Add'l	SOMAN	$0.9469	NA	NA	NA	NA	NA	$1.48	NA	$1.46
DS1 Channelization (DS1 to DS0)										
per Channelized System (24 DS0) per month	MQ1	$136.82	$154.74	$127.60	$200.01	$209.87	$146.87	$177.72	$147.51	$165.21
NRC - 1st	MQ1	$197.98	$183.57	$200.38	$302.82	$193.63	$271.52	$267.19	$220.89	$197.21
NRC - Add'l	MQ1	$123.12	$126.16	$124.93	$184.20	$118.37	$164.56	$161.43	$137.15	$119.99
NRC -1sr - Disconnect	MQ1	$30.18	$19.68	$31.37	NA	$26.44	$36.38	$34.55	NA	$25.66
NRC -Add'l - Disconnect	MQ1	$18.86	$18.29	$19.97	NA	$16.83	$11.98	$21.14	NA	$15.81
- Interface (COCI)										
per OCU-DP(data) card per month (2.4-64kbs)	1D1DD	$1.66	$2.22	$1.88	$2.94	$3.12	$2.86	$2.88	$2.34	$2.46
NRC - 1st	1D1DD	$12.05	$13.26	$12.15	$15.86	$12.29	$15.85	$15.76	$12.05	$12.61
NRC - Add'l	1D1DD	$8.69	$9.50	$8.76	$11.36	$8.80	$11.35	$11.28	$8.68	$9.03
per BRITE card per month	UC1CA	$3.41	$3.86	$3.41	$4.04	$4.18	$3.88	$3.76	$4.21	$3.33
NRC - 1st	UC1CA	$12.05	$13.26	$12.15	$15.86	$12.29	$15.85	$15.76	$12.05	$12.61
NRC - Add'l	UC1CA	$8.69	$9.50	$8.76	$11.36	$8.80	$11.35	$11.28	$8.68	$9.03
per VG card per month (DS0)	1D1VG	$0.8586	$1.46	$1.18	$1.40	$1.62	$1.45	$1.64	$1.47	$1.25
NRC - 1st	1D1VG	$12.05	$13.26	$12.15	$15.86	$12.29	$15.85	$15.76	$12.05	$12.61
NRC - Add'l	1D1VG	$8.69	$9.50	$8.76	$11.36	$8.80	$11.35	$11.28	$8.68	$9.03

NRC - Manual Svc Order, per LSR	SOMAN	NA	$21.73	NA	$19.99	NA	NA	NA	NA	$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	$3.87	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50	$2.77	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMAN	NA	$0.43	NA	NA	NA	NA	NA	NA	NA
Channel System - Incremental Cost - Manual Svc. Order vs. Electronic -1st	SOMAN	$15.61	NA	$14.91	$41.47	$19.74	$26.95	$28.13	$25.59	$25.66
Channel System - Incremental Cost - Manual Svc. Order vs. Electronic -Add'l	SOMAN	$7.39	NA	$6.63	$11.99	$8.77	$11.98	$13.33	$8.92	$15.81
Incremental Cost-Manual Svc. Order vs. Elect -Disconnect - 1st	SOMAN	$11.67	NA	$10.82	NA	$12.43	$16.97	$18.26	NA	$14.21
Incremental Cost-Manual Svc. Order vs. Elect -Disconnect - Add'l	SOMAN	$0.9469	NA	NA	NA	NA	NA	$1.48	NA	$1.46
UNBUNDLED DARK FIBER										
Dark Fiber - Interoffice (four fiber strands) per route mile or fraction thereof, per mo	1L5DF	$25.80	$29.28	$24.96	$31.95	$32.28	$33.93	$29.86	$36.75	$28.60
NRC - Per each four-fiber dark fiber arrangement - 1st	UDF14	$1,739.00	$1,289	$1,737.00	$1,741.00	$1,746.00	$1,741.00	$1,738.00	$1,747.00	$1,742.00
NRC - Per each four-fiber dark fiber arrangement - Add'l	UDF14	$563.09	$277.98	$562.39	$563.75	$565.20	$563.79	$562.82	$565.53	$564.08
NRC -Disconnect--1st	UDF14	NA	$592.25	NA	NA	NA	NA	NA	NA	NA
NRC -Disconnect--Add'l	UDF14	NA	$369.22	NA	NA	NA	NA	NA	NA	NA
Dark Fiber - Local Channel(four fiber strands) per route mile or fraction thereof, pe	1L5DC	$70.82	$59.03	$54.63	$49.07	$64.72	$71.55	$56.47	$100.37	$60.06
NRC - Per each four-fiber dark fiber arrangement - 1st	UDFC4	$1,739.00	$1,289	$1,737.00	$1,741.00	$1,746.00	$1,741.00	$1,738.00	$1,747.00	$1,742.00
NRC - Per each four-fiber dark fiber arrangement - Add'l	UDFC4	$563.09	$277.98	$562.39	$563.75	$565.20	$563.79	$562.82	$565.53	$564.08
NRC -Disconnect--1st	UDFC4	NA	$592.25	NA	NA	NA	NA	NA	NA	NA
NRC -Disconnect--Add'l	UDFC4	NA	$369.22	NA	NA	NA	NA	NA	NA	NA
Dark Fiber - Local Loop (four fiber strands) per route mile or fraction thereof, per m	1L5DL	$70.82	$59.03	$54.63	$49.07	$64.72	$71.55	$56.47	$100.37	$60.06
NRC - Per each four-fiber dark fiber arrangement - 1st	UDFL4	$1,739.00	$1,289	$1,737.00	$1,741.00	$1,746.00	$1,741.00	$1,738.00	$1,747.00	$1,742.00
NRC - Per each four-fiber dark fiber arrangement - Add'l	UDFL4	$563.09	$277.98	$562.39	$563.75	$565.20	$563.79	$562.82	$565.53	$564.08
NRC -Disconnect--1st	UDFL4	NA	$592.25	NA	NA	NA	NA	NA	NA	NA
NRC -Disconnect--Add'l	UDFL4	NA	$369.22	NA	NA	NA	NA	NA	NA	NA

Attachment 3

Network Interconnection

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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 only to the provision of network interconnection where IDS owns and provides its switch(es).

1.1 Network Interconnection for Call Transport and Termination may be provided by the Parties at any technically feasible point. Requests to BellSouth for interconnection at points other than as set forth in this Attachment may be made through the Bona Fide Request/New Business Request process set out in General Terms and Conditions.

1.1.1 An Interconnection Point (IP) is the physical telecommunications equipment interface that performs the interconnection function for BellSouth and IDS. Each Party is responsible for providing the network on its side of the IP. Furthermore, the IP must be located within the LATA in which Local Traffic is originating. The IP determines the point at which the originating Party shall pay the terminating Party for the Call Transport and Termination of that traffic.

1.1.1.1 Pursuant to the provisions of this Attachment, each Party as an originating Party, may establish Interconnection Point(s) for the delivery of its originated local and intraLATA toll traffic to the other Party for Call Transport and Termination by the terminating Party; except when the Parties mutually agree to utilize two-way interconnection trunk groups for the exchange of local and intraLATA toll traffic between each other, the Parties shall mutually agree to the location of Interconnection Point(s).

1.2 **Interconnection via Dedicated Transport Facilities**

1.2.1 As part of Local Interconnection Call Transport and Termination Service, the originating Party may obtain Local Channel facilities (i.e., entrance facilities) from the terminating Party from the originating Party's specified Interconnection Point to its Serving Wire Center. The portion of Local Channel facilities utilized for Local Traffic shall be determined based upon the application of the Percent Local Facility (PLF) Factor as defined in this Attachment. Additionally, the charges applied to the portion of the Local Channel used for Local Traffic as determined by the PLF are as set forth in Exhibit A to this Attachment. This factor shall be reported in addition to the switched dedicated transport

jurisdictional factors specified in the BellSouth intrastate and interstate switched access tariffs.

1.2.2 Additionally, either Party may obtain Dedicated Interoffice Transport facilities from its designated Serving Wire Center to the other Party's first point of switching. The portion of Dedicated Interoffice Transport facilities utilized for Local Traffic shall be determined based upon the application of the Percent Local Facility (PLF) Factor as defined in this Attachment. Additionally, the charges applied to the portion of the Dedicated Interoffice Transport used for Local Traffic as determined by the PLF are as set forth in Exhibit A to this Attachment. This factor shall be reported in addition to the switched dedicated transport jurisdictional factors specified in the BellSouth intrastate and interstate switched access tariffs.

1.2.3 For the purposes of this Attachment, **Local Channel** (i.e., entrance facility) is defined as a switch transport facility between a Party's Interconnection Point and its Serving Wire Center.

1.2.4 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 Interconnection Point.

1.2.5 For the purposes of this Attachment, **Dedicated Interoffice Transport** is defined as a switch transport facility between a Party's Serving Wire Center and the first point of switching on the other Party's common (shared) network.

1.3 **Fiber Meet**

1.3.1 **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. Interconnection Point).

1.3.2 If IDS elects to interconnect with BellSouth pursuant to a Fiber Meet, IDS 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, IDS' 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.

1.3.3 BellSouth shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the BellSouth Interconnection Wire Center ("BIWC").

1.3.4 IDS shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the IDS Interconnection Wire Center ("IDS Wire Center").

1.3.5 BellSouth shall designate a Interconnection Point outside the BIWC as a Fiber Meet point, and shall make all necessary preparations to receive, and to allow and enable IDS to deliver, fiber optic facilities into the Interconnection Point with sufficient spare length to reach the fusion splice point at the Interconnection Point. BellSouth shall, wholly at its own expense, procure, install, and maintain the fusion splicing point in the Interconnection Point. A Common Language Location Identification ("CLLI") code will be established for each Interconnection Point. The code established must be a building type code. All orders shall originate from the Interconnection Point (i.e., Interconnection Point to IDS, Interconnection Point to BellSouth).

1.3.6 IDS shall deliver and maintain such strands wholly at its own expense. Upon verbal request by IDS, BellSouth shall allow IDS access to the Fiber Meet entry point for maintenance purposes as promptly as possible.

1.3.7 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.

1.3.8 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.

1.3.9 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 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 Trunk Group Architectures

2.1 BellSouth and IDS shall establish interconnecting trunk groups and trunk group configurations between networks including the establishment of one-way or two-way trunks in accordance with the following provisions set forth in this Agreement. For trunking purposes, traffic will be routed based on the digits dialed by the originating end user and in accordance with the Local Exchange Routing Guide (LERG).

2.2 IDS shall establish an interconnection trunk group(s) to at least one BellSouth access tandem within the LATA for the delivery of IDS' originated local and intraLATA toll traffic and for the receipt and delivery of Transit Traffic. To the extent IDS desires to terminate local and intraLATA toll traffic to BellSouth and Transit Traffic to third parties subtending other BellSouth access tandems within the LATA, other than the one IDS has established interconnection trunk groups

to, IDS shall order Multiple Tandem Access, as described in this Attachment, to such other BellSouth access tandems or order interconnection trunk groups to such other BellSouth access tandems.

2.2.1 Notwithstanding the forgoing, IDS shall establish an interconnection trunk group(s) to all BellSouth access and local tandems in the LATA where IDS has homed (i.e. assigned) its NPA/NXXs. IDS shall home its NPA/NXXs on the BellSouth tandems that serve the Exchange Rate Center Areas to which the NPA/NXXs are assigned. The specified association between BellSouth tandems and Exchange Rate Centers is defined in the national Local Exchange Routing Guide (LERG). IDS shall enter its NPA/NXX access and/or local tandem homing arrangement into the LERG.

2.3 Switched Access traffic will be delivered to and by Interexchange Carriers (IXCs) based on IDS' NXX Access Tandem homing arrangement as specified by IDS in the Local Exchange Routing Guide (LERG).

2.4 Any IDS interconnection request that deviates from the interconnection trunk group architectures as described in this Agreement that affects traffic delivered to IDS from a BellSouth switch that requires special BellSouth switch translations and other network modifications will require IDS 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.

2.5 Charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and IDS are set forth in Exhibit A. To the extent a rate associated with the interconnecting trunk group is not set forth in Exhibit A, the interim rate shall be as set forth in the appropriate BellSouth tariff for Switched Access services. Once a cost based rate is established by BellSouth, the interim tariff rate shall be trued up and the cost based rate will be applied retroactively to the effective date of this agreement.

2.6 For two-way trunk groups that carry both Parties' local and IntraLATA Toll traffic only, excluding trunk groups that carry Transit Traffic, the Parties shall be compensated for the nonrecurring and recurring charges for dedicated transport trunks and facilities at 50% of the applicable contractual or tariff rates for the services provided by each Party. IDS shall be responsible for ordering and paying for any two-way trunks carrying Transit Traffic.

2.7 All trunk groups will be provisioned as Signaling System 7 (SS7) capable where technically feasible. If SS7 is not technically feasible multi-frequency (MF) protocol signaling shall be used.

2.8 In cases where IDS is also an IXC, the IXC's Feature Group D (FG D) trunk group(s) must remain separate from the local interconnection trunk group(s).

2.9 Unless in response to a blocking situation or for a project, when either Party orders interconnection trunk group augmentations, a Firm Order Confirmation

(FOC) shall be returned to the ordering Party within four (4) business days from receipt of a valid error free ASR. A project is defined as a new trunk group or the request of 96 or more trunks on a single or multiple trunk group(s) in a given local calling area. Blocking situations and projects shall be managed through the BellSouth Interconnection Trunking Project Management group and IDS' equivalent trunking group.

2.10 **Interconnection Trunk Groups for Exchange of Local, IntraLATA Toll and Transit Traffic**

2.10.1 If the Parties' originated local and/or intraLATA toll traffic is utilizing the same two-way trunk group, the Parties shall mutually agree to use this type of two-way interconnection trunk group with the quantity of trunks being mutually determined and the provisioning being jointly coordinated. Furthermore, the Interconnection Point(s) for two-way interconnection trunk groups transporting both Parties local and/or intraLATA toll shall be mutually agreed upon. IDS shall order such two-way trunks via the Access Service Request (ASR) process in place for Local Interconnection upon determination by the Parties, in a joint planning meeting, that such trunk groups shall be utilized. BellSouth will use the Trunk Group Service Request (TGSR) to request changes in trunking. Both Parties reserve the right to issue ASRs, if so required, in the normal course of business. Furthermore, the Parties shall jointly review such trunk performance and forecasts on a periodic basis. The Parties use of two-way interconnection trunk groups for the transport of local and/or intraLATA toll traffic between the Parties does not preclude either Party from establishing additional one-way interconnection trunks for the delivery of its originated local and/or intraLATA toll traffic to the other Party.

2.10.2 **BellSouth Access Tandem Interconnection Architectures**

BellSouth Access Tandem Interconnection provides intratandem access to subtending end offices. BellSouth Multiple Tandem Access (MTA), described later in this Agreement, may be ordered using any of the following access tandem architectures.

2.10.2.1 **Basic Architecture**

2.10.2.1.1 In this architecture, IDS' originating Local and IntraLATA Toll and originating and terminating Transit Traffic is transported on a single two-way trunk group between IDS and BellSouth access tandem(s) within a LATA. This group carries intratandem Transit Traffic between IDS and Independent Companies, Interexchange Carriers, other CLECs and other network providers with which IDS desires interconnection and has the proper contractual arrangements. This group also carries IDS originated intertandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated Local and IntraLATA Toll traffic is transported on a single one-way trunk group terminating to IDS. Other trunk

groups for operator services, directory assistance, emergency services and intercept may be established if required. The LERG should be referenced for current routing and tandem serving arrangements. The Basic Architecture is illustrated in Exhibit B.

2.10.2.2 **One-Way Trunk Group Architecture**

2.10.2.2.1 In this architecture, the Parties interconnect using two one-way trunk groups. One one-way trunk group carries IDS-originated local and intraLATA toll traffic destined for BellSouth end-users. The other one-way trunk group carries BellSouth-originated local and intraLATA toll traffic destined for IDS end-users. A third two-way trunk group is established for IDS' originating and terminating Transit Traffic. This group carries intratandem Transit Traffic between IDS and Independent Companies, Interexchange Carriers, other CLECs and other network providers with which IDS desires interconnection and has the proper contractual arrangements. This group also carries IDS originated intertandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if required. The LERG should be referenced for current routing and tandem serving arrangements. The One-Way Trunk Group Architecture is illustrated in Exhibit C.

2.10.2.3 **Two-Way Trunk Group Architecture**

2.10.2.3.1 The Two-Way Trunk Group Architecture establishes one two-way trunk group to carry local and intraLATA toll traffic between IDS and BellSouth. In addition, a two-way transit trunk group must be established for IDS' originating and terminating Transit Traffic. This group carries intratandem Transit Traffic between IDS and Independent Companies, Interexchange Carriers, other CLECs and other network providers with which IDS desires interconnection and has the proper contractual arrangements. This group also carries IDS originated intertandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if required. The LERG should be referenced for current routing and tandem serving arrangements. The Two-Way Trunk Group Architecture is illustrated in Exhibit D.

2.10.2.4 **Supergroup Architecture**

2.10.2.4.1 In the Supergroup Architecture, the Parties Local and IntraLATA Toll and IDS' Transit Traffic are exchanged on a single two-way trunk group between IDS and BellSouth. This group carries intratandem Transit Traffic between IDS and Independent Companies, Interexchange Carriers, other CLECs and other network providers with which IDS desires interconnection and has the proper contractual arrangements. This group also carries IDS originated intertandem traffic

transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if required. The LERG should be referenced for current routing and tandem serving arrangements. The Supergroup Architecture is illustrated in Exhibit E.

2.10.3 **Multiple Access Tandem Service**

2.10.3.1 BellSouth **Multiple Tandem Access (MTA)** provides for LATA wide BellSouth transport and termination of IDS-originated intraLATA toll and Local Traffic, that is transported by BellSouth, by establishing an interconnection trunk group(s) at a BellSouth access tandem with routing through multiple BellSouth access tandems as required. However, IDS must still establish an interconnection trunk group(s) at all BellSouth access tandems where IDS NXXs are "homed". If IDS does not have NXXs homed at a BellSouth access tandem within a LATA and elects not to establish an interconnection trunk group(s) at such BellSouth access tandem, IDS can order MTA in each BellSouth access tandem within the LATA where it does have an interconnection trunk group(s) and BellSouth will terminate traffic to end-users served through those BellSouth access tandems where IDS does not have an interconnection trunk group(s). MTA shall be provisioned in accordance with BellSouth's Ordering Guidelines.

2.10.3.2 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 IDS' NXX Access Tandem homing arrangement as specified by IDS in the national Local Exchange Routing Guide (LERG).

2.10.3.3 For IDS-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.

2.10.3.4 The Parties agree that compensation for the BellSouth transport and/or termination of IDS' Local Traffic 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.

2.10.3.5 To the extent IDS does not purchase MTA in a calling area that has multiple access tandems serving the calling area as defined by BellSouth, IDS must establish an interconnection trunk group(s) to every access tandem in the calling area in order to serve the entire calling area. To the extent IDS does not purchase MTA and provides intraLATA toll service to its customers, it may be necessary for it to establish an interconnection trunk group(s) to additional BellSouth access tandems that serve end offices outside the local calling area. To the extent IDS routes its traffic in such a way that utilizes BellSouth's MTA service without

properly ordering MTA service, IDS agrees to pay BellSouth the associated transport and termination charges.

2.10.4 **Local Tandem Interconnection**

2.10.4.1 Local Tandem Interconnection arrangement allows IDS to establish an interconnection trunk group(s) at BellSouth local tandems for: (1) the delivery of IDS-originated Local Traffic transported and terminated by BellSouth to BellSouth end offices within the local calling area as defined in BellSouth's General Subscriber Services Tariff (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 an interconnection trunk group(s) at those BellSouth local tandems.

2.10.4.2 When a specified local calling area is served by more than one BellSouth local tandem, IDS must designate a "home" local tandem for each of its assigned NPA/NXXs and establish trunk connections to such local tandems. Additionally, IDS may choose to establish an interconnection trunk group(s) at the BellSouth local tandems where it has no codes homing but is not required to do so. IDS 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 IDS does not choose to establish an interconnection trunk group(s). It is IDS' 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 IDS' codes. Likewise, IDS shall obtain its routing information from the LERG.

2.10.4.3 Notwithstanding establishing an interconnection trunk group(s) to BellSouth's local tandems, IDS must also establish an interconnection trunk group(s) to BellSouth access tandems within the LATA on which IDS has NPA/NXXs 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 shall not 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).

2.10.4.4 BellSouth's provisioning of local tandem interconnection assumes that IDS has executed the necessary local interconnection agreements with the other third party network providers subtending those local tandems as required by the Act.

2.10.5 **Direct End Office-to-End Office Interconnection**

2.10.5.1 Direct End Office-to-End Office one-way or two-way interconnection trunk groups allow for the delivery of a Party's originating local or intraLATA toll traffic to the terminating Party on a direct end office-to-end office basis.

2.10.5.2 The Parties shall utilize direct end office-to-end office trunk groups under the following conditions:

2.10.5.2.1 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 IDS and BellSouth's subscribers.

2.10.5.2.2 Traffic Volume –To the extent either Party has the capability to measure the amount of traffic between a IDS 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 IDS switching center and a BellSouth end office where the traffic exceeds or is forecasted to exceed a single DS1 of traffic per month. Either Party will install additional capacity between such points when overflow traffic between IDS' switching center and BellSouth's end office exceeds or is forecasted to exceed a single DS1 of 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.

2.10.5.2.3 Mutual Agreement - The Parties may install direct end office trunking upon mutual agreement in the absence of conditions (1) or (2) above and agreement will not unreasonably be withheld.

2.10.6 **Transit Traffic Trunk Group**

2.10.6.1 Transit Traffic trunks can either be two-way trunks or two one-way trunks ordered by IDS to deliver and receive local and intraLATA toll Transit Traffic from third parties, such as Independent Companies and other CLECs, via BellSouth access tandems (or BellSouth local tandems for Local Traffic), and Switched Access traffic to and from Interexchange Carriers via BellSouth access tandems pursuant to the Transit Traffic section of this Attachment. Establishing Transit Traffic trunks at BellSouth access and local tandems provides intratandem access to the third parties also interconnected at those tandems.

2.10.6.2 **Toll Free Traffic**

2.10.6.2.1 If IDS chooses BellSouth to handle Toll Free database queries from its switches, all IDS originating Toll Free traffic will be routed over the Transit Traffic Trunk Group.

2.10.6.2.2 All originating Toll Free Service (Toll Free) calls for which IDS requests that BellSouth perform the Service Switching Point ("SSP") function (i.e., perform the

database query) shall be delivered using GR-394 format over the Transit Traffic Trunk Group. Carrier Code "0110" and Circuit Code (to be determined for each LATA) shall be used for all such calls.

2.10.6.2.3 IDS may handle its own Toll Free database queries from its switch. If so, IDS will determine the nature (local/intraLATA/interLATA) of the Toll Free call based on the response from the database. If the query determines that the call is a BellSouth local or intraLATA Toll Free number, IDS will route the post-query local or IntraLATA converted ten-digit local number to BellSouth over the local or intraLATA trunk group. If the query determines that the call is a third party (ICO or other CLEC) local or intraLATA Toll Free number, IDS will route the post-query local or intraLATA converted ten-digit local number to BellSouth over the Transit Traffic Trunk Group. In such case, IDS is to provide a Toll Free billing record when appropriate. If the query reveals the call is an interLATA Toll Free number, IDS will route the post-query interLATA call (Toll Free number) directly from its switch for carriers interconnected with its network or over the Transit Traffic Trunk Group to carriers not directly connected to its network but are connected to BellSouth's access tandem. Calls will be routed to BellSouth over the local/intraLATA and Transit Traffic Trunk Groups within the LATA in which the calls originate.

2.10.6.2.4 All post-query Toll Free Service (Toll Free) calls for which IDS performs the SSP function, if delivered to BellSouth, shall be delivered using GR-394 format for calls destined to IXCs, and GR-317 format for calls destined to end offices that directly subtend the BellSouth access tandem.

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. Neither Party shall alter the CCS parameters, or be a party to altering such parameters, or knowingly pass CCS parameters that have been altered in order to circumvent appropriate interconnection charges.

3.6 Signaling Call Information. BellSouth and IDS will send and receive 10 digits for Local Traffic. Additionally, BellSouth and IDS 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.

3.7 **Forecasting for Trunk Provisioning**

3.7.1 Within six (6) months after execution of this agreement, IDS shall provide an initial interconnection trunk group forecast for each LATA that it shall provide service within BellSouth's region. Upon receipt of IDS' forecast, the Parties shall schedule and participate in a joint planning meeting to develop a joint interconnection trunk group forecast. Each forecast provided under this Section shall be deemed "Confidential Information" under the General Terms and Conditions – Part A of this Agreement.

3.7.1.1 At a minimum, the forecast shall include the projected quantity of Transit Trunks, IDS-to-BellSouth one-way trunks ("IDS Trunks"), BellSouth-to-IDS one-way trunks ("Reciprocal Trunks") and/or two-way interconnection trunks, if the Parties have agreed to interconnect using two-way trunking to transport the Parties' local

and intraLATA toll. The quantities shall be projected for a minimum of six months in advance and shall include the current year plus next two years total forecasted quantities. Considering IDS' provided forecast, the Parties shall mutually develop Reciprocal Trunk and/or two-way interconnection trunk forecast quantities for the time periods listed and to be included within the initial forecast.

3.7.1.2 Additionally all forecasts shall include, at a minimum, Access Carrier Terminal Location ("ACTL"), trunk group type (local/intraLATA toll, Transit, Operator Services, 911, etc.), A location/Z location (CLLI codes for IDS location and BellSouth location where the trunks shall terminate), interface type (e.g., DS1), Direction of Signaling, Trunk Group Number, if known, (commonly referred to as the 2-6 code) and forecasted trunks in service each year (cumulative).

3.7.2 Each Party shall exercise its best efforts to provide the quantity of interconnection trunks mutually forecasted. However, the provision of the forecasted quantity of interconnection trunks is subject to trunk terminations and facility capacity existing at the time the trunk order is submitted. Furthermore, the receipt and development of trunk forecasts does not imply any liability for failure to perform if capacity (trunk terminations or facilities) is not available for use at the forecasted time.

3.7.3 The submitting and development of interconnection trunk forecasts shall not replace the ordering process in place for local interconnection trunks.

3.7.4 Once initial interconnection trunk forecasts have been developed, IDS shall continue to provide interconnection trunk forecasts on a semiannual basis or at otherwise mutually agreeable intervals. IDS shall use its best efforts to make the forecasts as accurate as possible based on reasonable engineering criteria. Interconnection trunk forecasts shall be updated and provided to BellSouth on an as needed basis, but no less frequently than semiannually and no more frequently than monthly. Upon receipt of IDS' forecast, including forecast updates, the Parties shall confer to mutually develop BellSouth Reciprocal Trunk and/or two-way interconnection trunk forecasted quantities for the listed time periods within such subsequent forecasts.

3.8 **Trunk Utilization**

3.8.1 BellSouth and IDS shall monitor traffic on each interconnection trunk group that is installed pursuant to the initial interconnection trunk requirements and subsequent forecasts. At any time after the end of a calendar quarter, based on a review of the capacity utilization during such quarter for installed Reciprocal Trunk groups and/or two-way interconnection trunk groups, subject to the provision of the section following, after fifteen (15) business days advance written notice to IDS, BellSouth may disconnect any Non-utilized Reciprocal Trunk(s) and IDS shall refund to BellSouth any associated trunk and facility charges paid by BellSouth. In addition, BellSouth may request IDS to disconnect any Non-utilized two-way interconnection trunk(s), if BellSouth has determined that the

trunk group is not being utilized at eighty-five percent (85%) of the time consistent busy hour utilization level, provided that the Parties have not otherwise agreed. IDS shall comply with such request, subject to Section 3.8.1.1 below. Non-utilized trunks are defined as the trunks not being utilized as a result of a time consistent busy hour utilization of less than 85%.

3.8.1.1 Within ten (10) business days following the notice prescribed in the section above, IDS may request that BellSouth not disconnect or not request disconnection for some or all of the Non-utilized Trunks, in which event BellSouth shall keep the trunks in service and may invoice IDS for, and IDS shall pay, all applicable recurring and nonrecurring trunk and facility access tariff charges for the Non-utilized Trunks. The charges shall be applied retroactive to the date on which such trunks were installed and to continue until such trunks are disconnected, or to the extent IDS requests that such trunks remain in service, until the trunk group reaches an eighty-five percent (85%) time-consistent busy hour utilization level. In addition, IDS shall reimburse BellSouth for any nonrecurring and/or recurring charges BellSouth may have paid to IDS for the Non-utilized Trunks and for any trunk installation expense BellSouth incurred. This expense shall equal the nonrecurring installation charge for trunks in BellSouth's intrastate tariff. Furthermore, the IDS forecasts for each subsequent forecast period shall be automatically reduced by the number of Reciprocal Trunks and/or two-way interconnection trunks that have been determined to be subject to disconnection pursuant to the foregoing procedures.

3.8.2 To the extent IDS requests BellSouth and BellSouth agrees to install additional Reciprocal and/or two-way interconnection trunks in any forecast period following the initial forecasting period that are not included in the forecast for that period (as such forecast may be revised from time to time), such trunks may be provisioned by BellSouth subject to the conditions set forth in the preceding sections above, and all applicable recurring and nonrecurring charges for such trunks shall be billed to and paid by IDS until such trunk groups reach an eighty-five percent (85%) time-consistent busy hour utilization level.

3.8.3 To the extent that any interconnection trunk group is utilized at a time-consistent busy hour of ninety percent (90%) or greater, the Parties shall negotiate in good faith for the installation of augmented facilities.

4. Local Dialing Parity

4.1 BellSouth and IDS shall provide local and toll dialing parity to each other with no unreasonable dialing delays. Dialing parity shall be provided for all originating telecommunications services that require dialing to route a call. BellSouth and IDS shall permit similarly situated telephone exchange service end users to dial the same number of digits to make a local telephone call notwithstanding the

identity of the end user's or the called party's telecommunications service provider.

5. Interconnection Compensation

5.1 Compensation for Call Transportation and Termination for Local Traffic

5.1.1 For reciprocal compensation between the Parties pursuant to this Attachment, Local Traffic is defined as any telephone call that is originated by an end user of one Party and terminated to an end user of the other Party within a given LATA on that other Party's network, except for those calls that are originated or terminated through switched access arrangements as established by the ruling regulatory body.

5.1.1.1 Additionally, Local Traffic includes any cross boundary, voice-to-voice intrastate, interLATA or interstate, interLATA calls between specific wire centers established as a local call by the ruling regulatory body.

5.1.1.2 As clarification of this definition and for reciprocal transport and termination compensation, Local Traffic does not include traffic that originates from or is directed to or through an enhanced service provider or information service provider.

5.1.1.3 As further clarification, Local Traffic does not include calls that do not transmit information of the user's choosing. In any event, neither Party shall 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.

5.1.2 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.

5.1.3 For the purposes of this Attachment, **Common (Shared) Transport** is defined as the transport of the originating Party's traffic by the terminating Party over the terminating Party's common (shared) facilities between the terminating Party's tandem switch and end office switch and/or between the terminating Party's tandem switches.

5.1.4 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).

5.1.5 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.

5.1.6 If IDS utilizes a switch outside the LATA and BellSouth chooses to purchase dedicated or common (shared) transport from IDS for transport and termination of BellSouth originated traffic, BellSouth will pay IDS no more than the airline miles between the V & H coordinates of the Interconnection Point within the LATA where IDS receives the BellSouth-originated traffic and the V & H coordinates of the BellSouth Exchange Rate Center Area that the IDS terminating NPA/NXX is associated in the same LATA. For these situations, BellSouth will compensate IDS at either dedicated or common (shared) transport rates specified in Exhibit A and based upon the functions provided by IDS as defined in this Attachment.

5.1.7 Neither Party shall represent Switched Access Traffic as Local Traffic for purposes of payment of reciprocal compensation.

5.1.8 Pursuant to the definition of Local Traffic in this Attachment, and for the purpose of delivery of BellSouth originating traffic to IDS, BellSouth shall pay to IDS reciprocal compensation for Local Traffic delivered to IDS end users physically located within the LATA in which the call originated and within which the IDS end user's NPA/NXX is assigned. If IDS assigns NPA/NXXs to specific BellSouth rate centers within the LATA and assigns numbers from those NPA/NXXs to IDS end users physically located outside of that LATA, BellSouth traffic originating from within the LATA where the NPA/NXXs are assigned and delivered to a IDS customer physically located outside of such LATA, shall not be deemed Local Traffic, and no compensation from BellSouth to IDS shall be due therefor. Further, IDS agrees to identify such interLATA traffic to BellSouth and to compensate BellSouth for originating and transporting such interLATA traffic to IDS at BellSouth's switched access tariff rates.

5.1.9 If IDS does not identify such interLATA traffic to BellSouth, to the best of BellSouth's ability BellSouth will determine which whole IDS NPA/NXXs on which to charge the applicable rates for originating network access service as reflected in BellSouth's Access Service Tariff. BellSouth shall make appropriate billing adjustments if IDS can provide sufficient information for BellSouth to determine whether or not said traffic is Local Traffic.

5.2 **Percent Local Use.** Each Party shall report to the other a Percent 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 Transit

Traffic. Each Party shall update its PLU on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 calendar days after the first of each such month based on local usage for the past three months ending the last day of December, March, June and September, respectively. Requirements associated with PLU calculation and reporting shall be as set forth in BellSouth's Percent Local Use Reporting Guidebook, as it is amended from time to time. 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.

5.3 **Percent Local Facility.** Each Party shall report to the other a Percent Local Facility ("PLF"). The application of the PLF will determine the portion of switched dedicated transport to be billed per the local jurisdiction rates. The PLF shall be applied to multiplexing, local channel and interoffice channel switched dedicated transport utilized in the provision of local interconnection trunks. Each Party shall update its PLF on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 calendar days after the first of each such month to be effective the first bill period the following month, respectively. Requirements associated with PLU and PLF calculation and reporting shall be as set forth in BellSouth's Percent Local Use/Percent Local Facility Reporting Guidebook, as it is amended from time to time.

5.4 **Percent Interstate Usage.** Each Party shall report to the other the projected Percent Interstate Usage ("PIU"). All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in BellSouth's Intrastate Access Services Tariff will apply to IDS. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU and PLF factors will be used for application and billing of local interconnection. Each Party shall update its PIUs on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 calendar days after the first of each such month, for all services showing the percentages of use (PIUs, PLU, and PLF) for the past three months ending the last day of December, March, June and September. 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 factors, shall at the terminating Party's option be utilized to determine the appropriate local usage compensation to be paid.

5.5 **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 IDS shall retain records of call detail for a minimum of nine months from which a PLU, PLF 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.

5.6 **Rate True-up**

This section applies only to Tennessee and other rates that are interim or expressly subject to true-up under this attachment.

5.6.1 The interim prices for Unbundled Network Elements and Other Services and Local Interconnection shall be subject to true-up according to the following procedures:

5.6.2 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.

5.6.3 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.

5.6.4 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.

5.7 **Compensation for IntraLATA Toll Traffic**

5.7.1 IntraLATA Toll Traffic. IntraLATA Toll Traffic is defined as any telephone call that is not local or switched access per this Agreement.

5.7.2 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 IDS is the BellSouth end user's presubscribed interexchange carrier or if the BellSouth end user uses IDS as an interexchange carrier on a 101XXXX basis, BellSouth will charge IDS the appropriate BellSouth tariff charges for originating switched access services.

5.7.3 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.

5.7.4 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.

5.7.5 8XX Access Screening. BellSouth's provision of 8XX TFD to IDS requires interconnection from IDS 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. IDS shall establish CCS7 interconnection at the BellSouth Local Signal Transfer Points serving the BellSouth 8XX SCPs that IDS desires to query. The terms and conditions for 8XX TFD are set out in BellSouth's Intrastate Access Services Tariff as amended.

5.8 **Mutual Provision of Switched Access Service**

5.8.1 Switched Access Traffic. Switched Access Traffic is described in the BellSouth Access Tariff. Additionally, any Public Switched Telephone Network interexchange telecommunications traffic, regardless of transport protocol method, where the originating and terminating points, end-to-end points, are in

different LATAs, or are in the same LATA and the Parties' Switched Access services are used for the origination or termination of the call, shall be considered Switched Access Traffic.

5.8.2 When IDS' end office switch, subtending the BellSouth Access Tandem switch for receipt or delivery of switched access traffic, provides an access service connection to or from an interexchange carrier ("IXC") by either a direct trunk group to the IXC utilizing BellSouth facilities, or via BellSouth's tandem switch, each Party will provide its own access services to the IXC and bill 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) guidelines to establish meet point billing for all applicable traffic. Thirty (30)-day billing periods will be employed for these arrangements. For tandem routed traffic, the tandem company agrees to provide to the Initial Billing Company as defined in MECAB, at no charge, all the switched access detail usage data, recorded at the access tandem, within no more than sixty (60) days after the recording date. The Initial Billing Company will provide the switched access summary usage data, for all originating and terminating traffic, to all Subsequent Billing Companies as defined in MECAB 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.

5.8.3 In the event that either Party fails to provide switched access detailed usage data to the other Party within 90 days after the recording date and the receiving Party is unable to bill and/or collect access revenues due to the sending Party's failure to provide such data within said time period, then the Party failing to send the data as specified herein shall be liable to the other Party in an amount equal to the unbillable or uncollectible revenues. Each company will provide complete documentation to the other to substantiate any claim of unbillable access revenues and a negotiated settlement will be agreed upon between the Parties.

5.8.4 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.

5.8.5 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.

5.8.6 Each Party also agrees to process the recreated data within forty-eight (48) hours of receipt at its data processing center.

5.8.7 All claims should be filed with the other Party within 120 days of the receipt of the date of the unbillable usage.

5.8.8 The Initial Billing Company 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.

5.8.9 IDS agrees not to deliver switched access traffic to BellSouth for termination except over IDS ordered switched access trunks and facilities.

5.9 **Transit Traffic Service**

5.9.1 BellSouth shall provide tandem switching and transport services for IDS' Transit Traffic. Transit traffic is traffic originating on IDS' network that is switched and/or transported by BellSouth and delivered to a third party's network, or traffic originating on a third Party's network that is switched and/or transported by BellSouth and delivered to IDS' 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 charges as set forth in BellSouth Interstate or Intrastate Switched Access tariffs. Switched Access Transit Traffic presumes that IDS' end office is subtending the BellSouth Access Tandem for switched access traffic to and from IDS' end users utilizing BellSouth facilities, either by direct trunks with the IXC, or via the BellSouth Access Tandem. Billing associated with all Transit Traffic shall be pursuant to Multiple Exchange Carrier Access Billing (MECAB) guidelines. Pursuant to these guidelines, the Initial Billing Company shall provide summary usage data, for all originating and terminating Transit Traffic, to all Subsequent Billing Companies. Traffic between IDS and Wireless Type 1 third parties shall not be treated as Transit Traffic from a routing or billing perspective. Traffic between IDS and Wireless Type 2A or UNE-CLEC third parties shall not be treated as Transit Traffic from a routing or billing perspective until BellSouth and the Wireless carrier or UNE-CLEC third party have the capability to properly meet-point-bill in accordance with MECAB guidelines.

5.9.2 The delivery of traffic which transits the BellSouth network and is transported to another carrier's network is excluded from any 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 IDS 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 IDS. IDS agrees to compensate BellSouth for any charges or costs for the delivery of Transit Traffic to a connecting carrier on behalf of IDS. Additionally, the Parties agree that any

billing to a third party or other telecommunications carrier under this section shall be pursuant to MECAB procedures.

5.10 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.

6. Frame Relay Service Interconnection

6.1 In addition to the Local Interconnection services set forth above, BellSouth will offer a network to network Interconnection arrangement between BellSouth's and IDS' 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 IDS is certified and providing Frame Relay Service as a Local Exchange Carrier and where traffic is being exchanged between IDS and BellSouth Frame Relay Switches in the same LATA.

6.2 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.

6.3 Upon the request of either Party, such interconnection will be established where BellSouth and IDS 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.

6.4 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.

6.5 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:

6.5.1 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").

6.5.2 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").

6.5.3 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, IDS 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 IDS that it has found that this method does not adequately represent the PLCU.

6.5.4 If there are no VCs on a facility when it is billed, the PLCU will be zero.

6.5.5 BellSouth will provide the circuit between the Parties' respective Frame Relay Switches. The Parties will be compensated as follows: BellSouth will invoice, and IDS 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. IDS will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed charges for the circuit by one-half of IDS' PLCU.

6.6 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 IDS will pay, the total non-recurring and recurring charges for the NNI port. IDS 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 IDS' PLCU.

6.7 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).

6.8 For the PVC segment between the IDS and BellSouth Frame Relay switches, compensation for the PVC charges is based upon the rates in BellSouth's Interstate Access Tariff, FCC No. 1.

6.9 Compensation for PVC rate elements will be calculated as follows:

6.9.1 If IDS orders a VC connection between a BellSouth subscriber's PVC segment and a PVC segment from the BellSouth Frame Relay switch to the IDS Frame Relay switch, BellSouth will invoice, and IDS will pay, the total non-recurring and recurring PVC charges for the PVC segment between the BellSouth and IDS Frame Relay switches. If the VC is a Local VC, IDS 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 IDS for the PVC segment.

6.9.2 If BellSouth orders a Local VC connection between a IDS subscriber's PVC segment and a PVC segment from the IDS Frame Relay switch to the BellSouth Frame Relay switch, BellSouth will invoice, and IDS will pay, the total non-recurring and recurring PVC and CIR charges for the PVC segment between the BellSouth and IDS Frame Relay switches. If the VC is a Local VC, IDS 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 IDS for the PVC segment.

6.9.3 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.

6.9.4 If IDS requests a change, BellSouth will invoice and IDS will pay a Feature Change charge for each affected PVC segment.

6.9.4.1 If BellSouth requests a change to a Local VC, IDS will invoice and BellSouth will pay a Feature Change charge for each affected PVC segment.

6.9.5 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.

6.9.6 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.

6.10 IDS will identify and report quarterly to BellSouth the PLCU of the Frame Relay facilities it uses, per section 6.5.3 above.

6.11 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.

6.12 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.

7. Operational Support Systems (OSS)

The terms, conditions and rates for OSS are as set forth in of Attachment 2.

Exhibit B

Basic Architecture

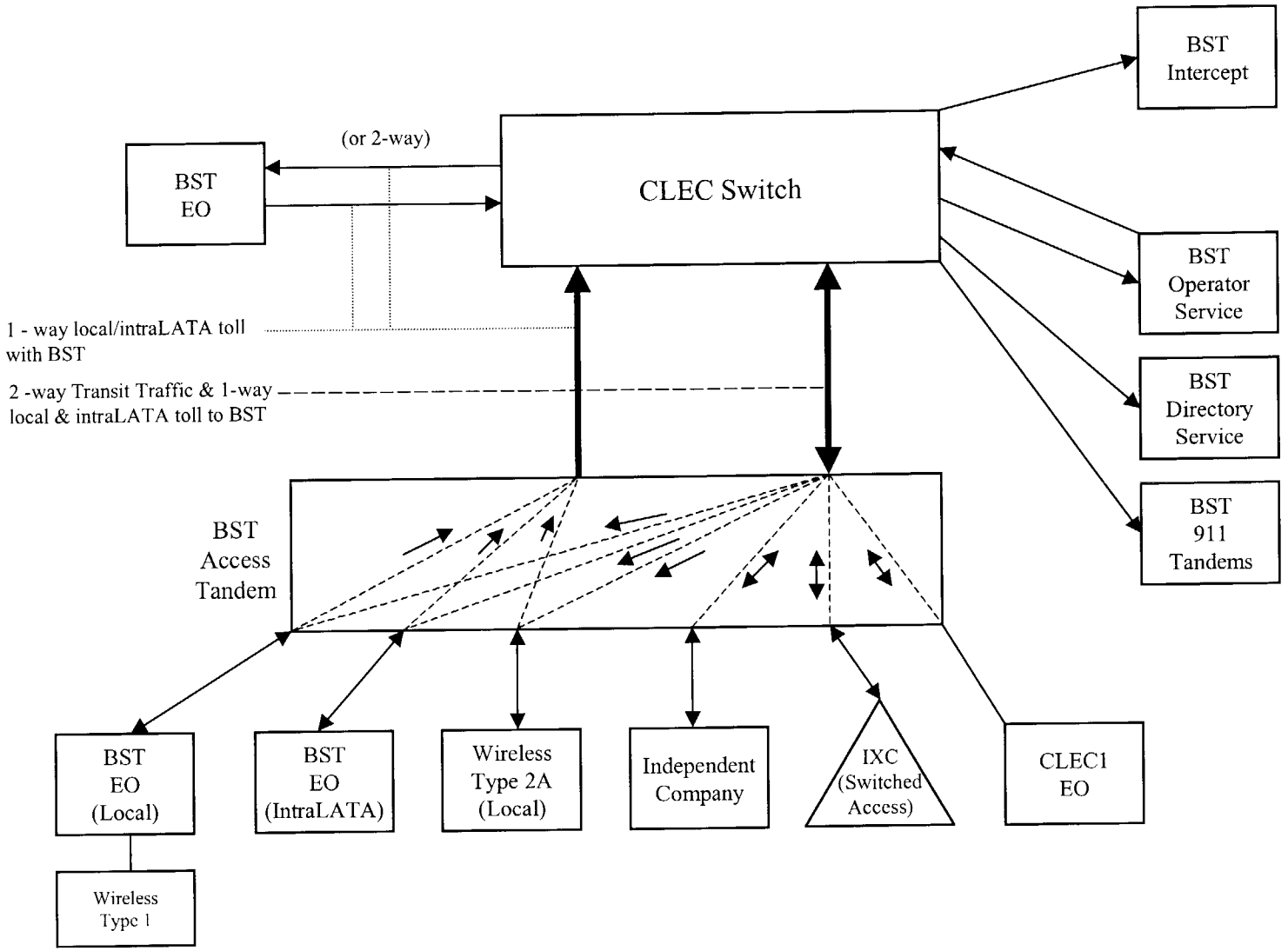


Exhibit C

One-Way Architecture

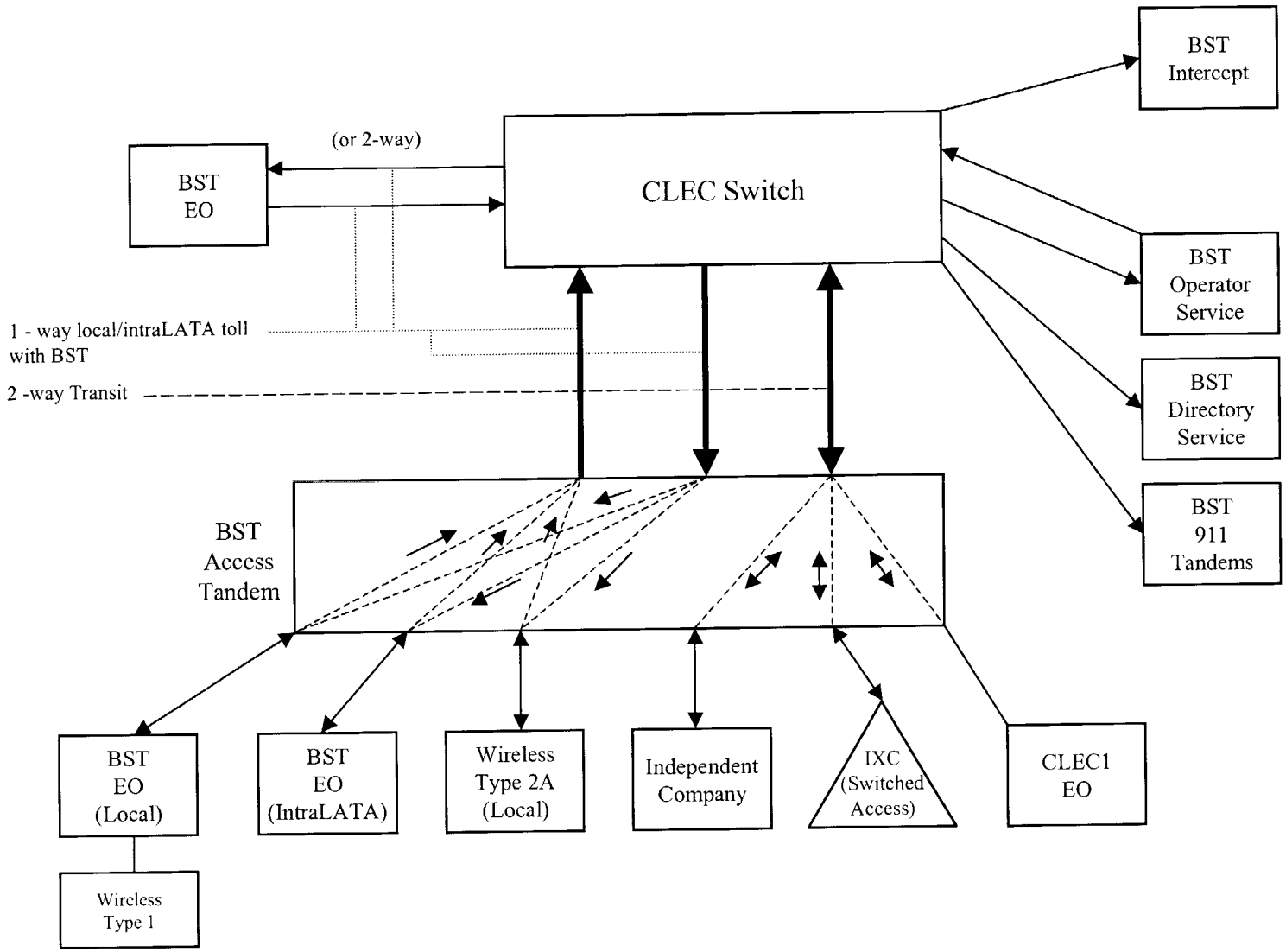


Exhibit D

Two-Way Architecture

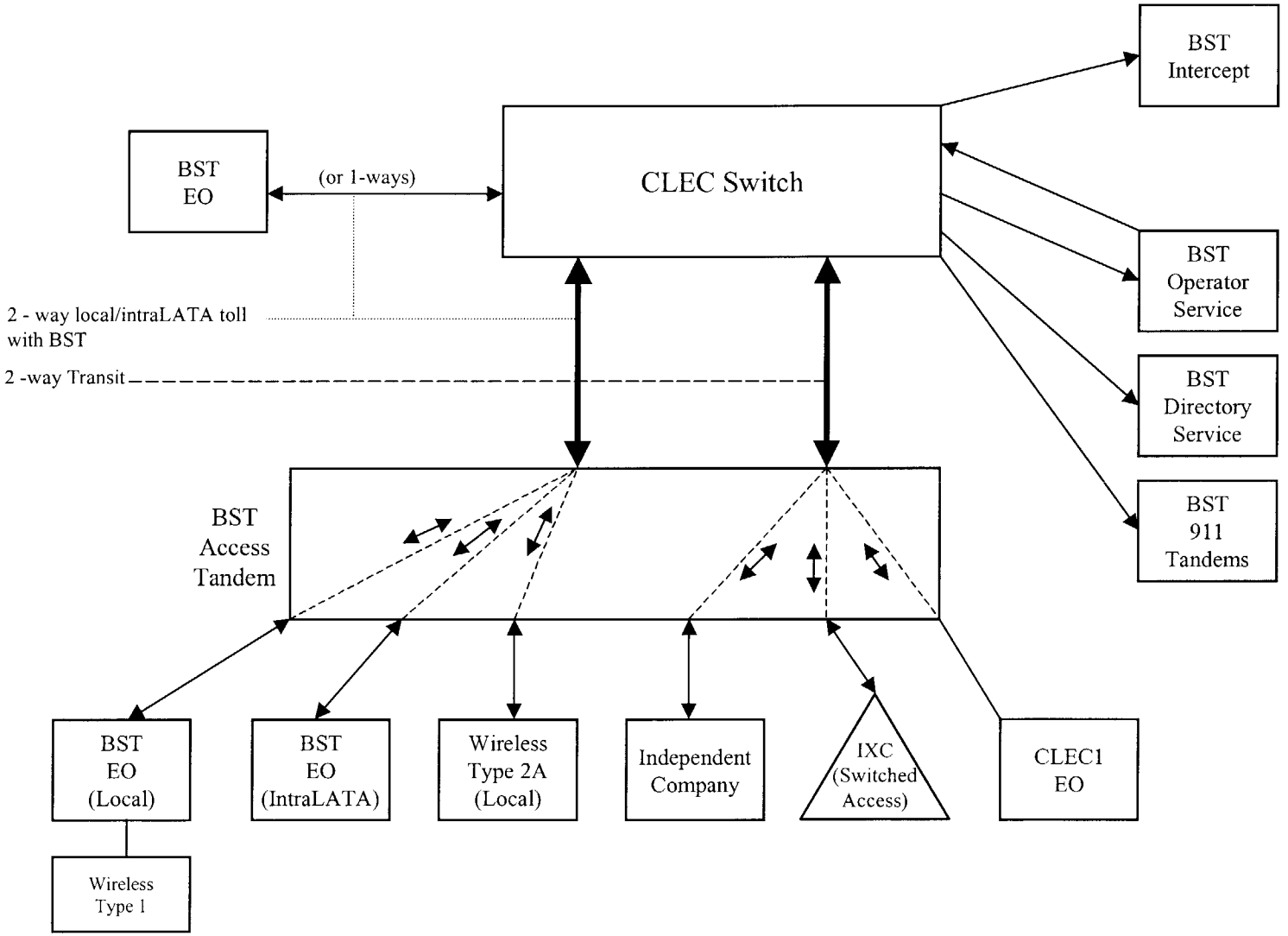
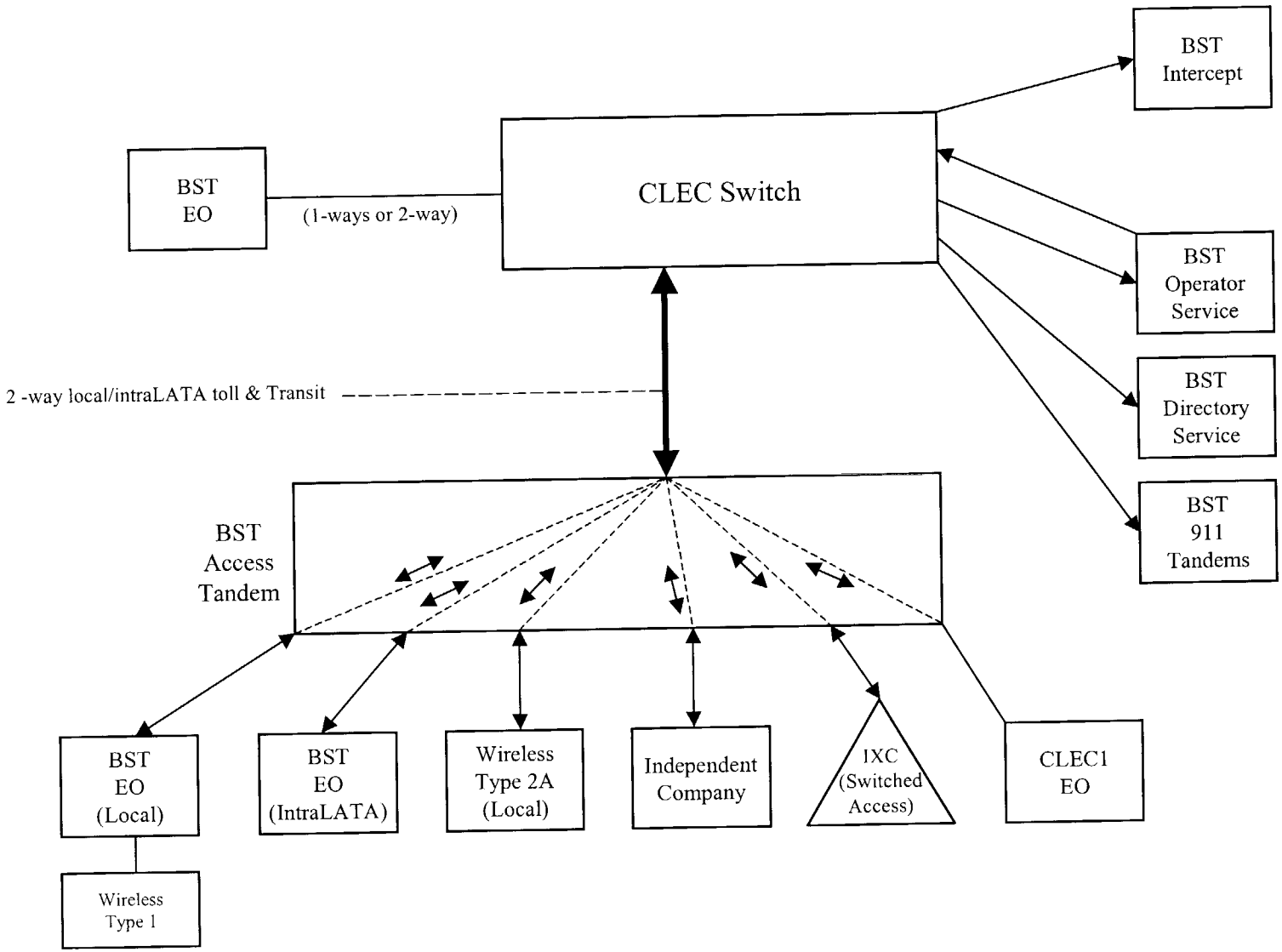


Exhibit E

Supergroup Architecture



BELLSOUTH/IDS RATES
LOCAL INTERCONNECTION

DESCRIPTION	USOC	RATES BY STATE								
		AL	FL	GA	KY	LA	MS	NC	SC	TN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)										
End Office Switching, per mou	N/A	$0.0018	NA	$0.0016333	$0.002562	$0.00210	$0.0023771	$0.0017	$0.0019295	$0.0019
Direct Local Interconnection, per mou (same as End Office Switching in FL & LA)		NA	$0.002	NA	NA	NA	NA	NA	NA	NA
Tandem Switching, per mou	N/A	$0.00063	$0.00029	$0.0006757	$0.001096	$0.0008	$0.0007834	$0.0009	$0.0006843	$0.000676
Tandem Local Interconnection, per mou (includes end office switching element)	N/A	NA	$0.00325	NA	NA	NA	NA	NA	NA	NA
Multiple Tandem Switching, per mou (applies to initial tandem only), effective 10/99	N/A	NA	$0.00125	NA	NA	NA	NA	NA	NA	NA
Local Intermediary, per mou (applies to transit traffic only)	N/A	NA	$0.00125	NA	NA	NA	NA	NA	NA	NA
Tandem Intermediary Charge, per mou*	N/A	$0.0015	NA	NA	$0.001096	NA	NA	NA	NA	NA
*(This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.)										
TRUNK CHARGE										
Interim charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and CLEC-1 shall be as set forth in this Exhibit. At such time as BellSouth develops a final cost based rate for such interconnecting trunk groups, the Parties shall amend this agreement to include such final cost based rates and shall true up such charges in accordance with this Attachment.										
Installation Trunk Side Service - per DS0										
NRC - 1st	TPP++	$333.69	$336.43	$333.28	$334.09	$334.94	$334.11	$333.54	$335.14	$334.29
NRC - Add'l	TPP++	$56.91	$57.38	$56.84	$57.12	$56.98	$56.98	$56.88	$57.16	$57.01
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	$0.00001	$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	$0.00034	$0.0004672	$0.00036
Interoffice Channel Transport - Dedicated - VG										
Interoffice Transport - Dedicated - 2-wire VG										
2-Wire VG - per mile per month	1L5XF	$0.03	$0.0100	$0.02	NA	$0.04	NA	$0.03	$0.04	$0.02
2-Wire VG - Facility Termination per month	1L5XF	$18.49	$26.72	$17.07	NA	$19.10	NA	$18.01	$21.42	$18.33
NRC - 2-wire VG - Facility Termination -1st	1L5XF	$107.11	$81.73	$79.61	NA	$76.20	NA	$137.48	$136.44	$55.39
NRC - 2-wire VG - Facility Termination - Add'l	1L5XF	$48.27	$55.26	$36.08	NA	$34.54	NA	$52.58	$51.37	$17.37
NRC - 2-wire VG -Facility Termination - Disconnect Charge -1st	1L5XF	$37.16	$31.26	NA	NA	$28.03	NA	NA	NA	$27.96
NRC - 2-wire VG - Facility Termination - Disconnect Charge -Add'l	1L5XF	$5.88	$12.88	NA	NA	$5.37	NA	NA	NA	$3.51
NRC - Manual Svc Order, per LSR	SOMAN	NA	$21.73	NA	NA	NA	NA	NA	NA	$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	$3.87	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50	$2.77	$3.50	NA	$3.50	NA	$3.50	$3.50	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	$0.43	NA	NA	NA	NA	NA	NA	NA
NRC - 2-wire VG - Incremental Charge--Manual Svc Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	NA	$38.07	$39.63	NA
NRC - 2-wire VG - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$27.57	NA	$18.94	NA	$18.14	NA	$38.07	$39.63	NA
NRC - 2-wire VG - Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	$12.97	NA	NA	NA	$8.06	NA	NA	NA	NA
NRC - 2-wire VG - Incremental Charge--Manual Svc Order-Disconnect--Add'l	SOMAN	$12.97	NA	NA	NA	$8.06	NA	NA	NA	NA
Interoffice Transport - Dedicated - 2 Wire VG - Kentucky & Mississippi										
2-Wire VG - per mile per month	1L5NF	NA	NA	NA	$0.03	NA	$0.03	NA	NA	NA
2-Wire VG - Facility Termination per month	1L5NF	NA	NA	NA	$27.66	NA	$21.33	NA	NA	NA
NRC - 2-wire VG - Facility Termination -1st	1L5NF	NA	NA	NA	$142.31	NA	$106.72	NA	NA	NA
NRC - 2-wire VG - Facility Termination - Add'l	1L5NF	NA	NA	NA	$56.21	NA	$48.83	NA	NA	NA
NRC - 2-wire VG -Facility Termination - Disconnect Charge -1st	1L5NF	NA	NA	NA	NA	NA	$38.05	NA	NA	NA
NRC - 2-wire VG - Facility Termination - Disconnect Charge -Add'l	1L5NF	NA	NA	NA	NA	NA	$7.23	NA	NA	NA

BELLSOUTH/IDS RATES
LOCAL INTERCONNECTION

DESCRIPTION	USOC	RATES BY STATE								
		AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - Manual Svc Order, per LSR	SOMAN	NA	NA	NA	$19.99	NA	NA	NA	NA	NA
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	NA	$3.50	NA	$3.50	NA	NA	NA
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 2-wire VG - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	NA	NA	NA	$25.52	NA	NA	NA
NRC - 2-wire VG - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	NA	NA	NA	$25.52	NA	NA	NA
NRC - 2-wire VG - Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	NA	NA	NA	NA	NA	$11.34	NA	NA	NA
NRC - 2-wire VG - Incremental Charge--Manual Svc Order-Disconnect--Add'l	SOMAN	NA	NA	NA	NA	NA	$11.34	NA	NA	NA
Interoffice Transport - Dedicated - DS0 - 56/64 KBPS										
DS0 - per mile per month	1L5XK	$0.69	$0.2035	$0.31	NA	$0.78	NA	$0.58	$0.76	$0.35
DS0 - Facility Termination per month	1L5XK	$79.69	$93.31	$63.39	NA	$93.40	NA	$71.29	$94.98	$75.83
NRC - DS0 - Facility Termination - 1st	1L5XK	$198.15	$179.99	$147.07	NA	$140.49	NA	$217.17	$216.27	$145.98
NRC - DS0 - Facility Termination - Add'l	1L5XK	$148.18	$164.95	$111.75	NA	$106.69	NA	$163.75	$162.70	$109.85
NRC - DS0 -Facility Termination - Disconnect Charge - 1st	1L5XK	$25.44	$30.54	NA	NA	$20.00	NA	NA	NA	$19.55
NRC - DS0 - Facility Termination - Disconnect Charge - Add'l	1L5XK	$20.42	$26.97	NA	NA	$16.34	NA	NA	NA	$14.99
NRC - Manual Svc Order, per LSR	SOMAN	NA	$21.73	NA	NA	NA	NA	NA	NA	$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	$3.87	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50	$2.77	$3.50	NA	$3.50	NA	$3.50	$3.50	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	$0.43	NA	NA	NA	NA	NA	NA	NA
NRC - DS0 -Incremental Charge--Manual Svc Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	NA	$38.07	$39.63	NA
NRC -DS0 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$27.37	NA	$18.94	NA	$18.14	NA	$38.07	$39.63	NA
NRC - DS0 -Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	$12.97	NA	NA	NA	$8.06	NA	NA	NA	NA
NRC - DS0 -Incremental Charge--Manual Svc Order-Disconnect—Add'l	SOMAN	$12.97	NA	NA	NA	$8.06	NA	NA	NA	NA
Interoffice Transport - Dedicated - DS0 - 56/64 KBPS - Kentucky & Mississippi										
DS0 - per mile per month	1L5NK	NA	NA	NA	$0.45	NA	$0.66	NA	NA	NA
DS0 - Facility Termination per month	1L5NK	NA	NA	NA	$55.05	NA	$74.40	NA	NA	NA
NRC - DS0 - Facility Termination - 1st	1L5NK	NA	NA	NA	$298.18	NA	$196.28	NA	NA	NA
NRC - DS0 - Facility Termination - Add'l	1L5NK	NA	NA	NA	$231.23	NA	$147.31	NA	NA	NA
NRC - DS0 -Facility Termination - Disconnect Charge - 1st	1L5NK	NA	NA	NA	NA	NA	$26.56	NA	NA	NA
NRC - DS0 - Facility Termination - Disconnect Charge - Add'l	1L5NK	NA	NA	NA	NA	NA	$21.61	NA	NA	NA
NRC - Manual Svc Order, per LSR	SOMAN	NA	NA	NA	$19.99	NA	NA	NA	NA	NA
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	NA	$3.50	NA	$3.50	NA	NA	NA
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - DS0 -Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	NA	NA	NA	$25.52	NA	NA	NA
NRC -DS0 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	NA	NA	NA	$25.52	NA	NA	NA
NRC - DS0 -Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	NA	NA	NA	NA	NA	$11.31	NA	NA	NA
NRC - DS0 -Incremental Charge--Manual Svc Order-Disconnect—Add'l	SOMAN	NA	NA	NA	NA	NA	$11.34	NA	NA	NA
Interoffice Transport - Dedicated - DS1										
DS1 - per mile per month	1L5XL	$0.69	$0.2035	$0.31	NA	$0.78	NA	$0.58	$0.76	$0.35
DS1 -Facility Termination per month	1L5XL	$79.69	$93.31	$63.39	NA	$93.40	NA	$71.29	$94.98	$75.83
NRC - DS1-Facility Termination - 1st	1L5XL	$198.15	$179.99	$147.07	NA	$140.49	NA	$217.17	$216.27	$145.98
NRC - DS1 - Facility Termination - Add'l	1L5XL	$148.18	$164.95	$111.75	NA	$106.69	NA	$163.75	$162.70	$109.85
NRC - DS1 - Facility Termination - Disconnect Charge - 1st	1L5XL	$25.44	$30.54	NA	NA	$20.00	NA	NA	NA	$19.55
NRC - DS1 - Facility Termination -Disconnect Charge - Add'l	1L5XL	$20.42	$26.97	NA	NA	$16.34	NA	NA	NA	$14.99

BELLSOUTH/IDS RATES
LOCAL INTERCONNECTION

DESCRIPTION	USOC	RATES BY STATE								
		AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - Manual Svc Order, per LSR	SOMAN	NA	$21.73	NA	NA	NA	NA	NA	NA	$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	$3.87	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50	$2.77	$3.50	NA	$3.50	NA	$3.50	$3.50	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	$0.43	NA	NA	NA	NA	NA	NA	NA
NRC - DS1 - Incremental Charge--Manual Svc Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	NA	$38.07	$39.63	NA
NRC -DS1 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$27.37	NA	$18.94	NA	$18.14	NA	$38.07	$39.63	NA
NRC - DS1 - Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	$12.97	NA	NA	NA	$8.06	NA	NA	NA	NA
NRC - DS1 - Incremental Charge--Manual Svc Order-Disconnect—Add'l	SOMAN	$12.97	NA	NA	NA	$8.06	NA	NA	NA	NA
Interoffice Transport - Dedicated - DS1 - Kentucky & Mississippi										
DS1 - per mile per month	1L5NL	NA	NA	NA	$0.45	NA	$0.66	NA	NA	NA
DS1 -Facility Termination per month	1L5NL	NA	NA	NA	$55.05	NA	$74.40	NA	NA	NA
NRC - DS1-Facility Termination - 1st	1L5NL	NA	NA	NA	$298.18	NA	$196.28	NA	NA	NA
NRC - DS1 - Facility Termination - Add'l	1L5NL	NA	NA	NA	$231.23	NA	$147.31	NA	NA	NA
NRC - DS1 - Facility Termination - Disconnect Charge - 1st	1L5NL	NA	NA	NA	NA	NA	$26.56	NA	NA	NA
NRC - DS1 - Facility Termination -Disconnect Charge - Add'l	1L5NL	NA	NA	NA	NA	NA	$21.61	NA	NA	NA
NRC - Manual Svc Order, per LSR	SOMAN	NA	NA	NA	$19.99	NA	NA	NA	NA	NA
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	NA	$3.50	NA	$3.50	NA	NA	NA
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - DS1 - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	NA	NA	NA	$25.52	NA	NA	NA
NRC -DS1 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	NA	NA	NA	$25.52	NA	NA	NA
NRC - DS1 - Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	NA	NA	NA	NA	NA	$11.31	NA	NA	NA
NRC - DS1 - Incremental Charge--Manual Svc Order-Disconnect—Add'l	SOMAN	NA	NA	NA	NA	NA	$11.34	NA	NA	NA
Interoffice Transport - Dedicated - DS3										
DS3 - per mile per month	1L5XM	$4.98	$4.25	$2.72	NA	$6.78	NA	$12.98	$8.13	$6.88
DS3 -Facility Termination per month	1L5XM	$898.15	$1,130	$788.00	NA	$1,025.00	NA	$720.38	$967.70	$840.61
NRC - DS3 - Facility Termination -1st	1L5XM	$511.77	$562.06	$511.10	NA	$475.31	NA	$794.94	$606.72	$723.44
NRC - DS3 - Facility Termination - Add'l	1L5XM	$330.92	$328.16	$330.77	NA	$307.62	NA	$579.55	$423.45	$409.58
NRC - DS3 - Facility Termination - Disconnect Charge - 1st	1L5XM	$121.72	$112.44	$122.31	NA	$113.75	NA	NA	NA	$154.26
NRC - DS3 - Facility Termination - Disconnect Charge - Add'l	1L5XM	$118.54	$109.19	$119.14	NA	$110.80	NA	NA	NA	$130.74
NRC - Manual Svc Order, per LSR	SOMAN	NA	$21.73	NA	NA	NA	NA	NA	NA	$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	$3.87	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50	$2.77	$3.50	NA	$3.50	NA	$3.50	$3.50	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	$0.43	NA	NA	NA	NA	NA	NA	NA
NRC - DS3 - Incremental Charge--Manual Svc Order - 1st	SOMAN	$38.48	NA	$37.55	NA	$34.92	NA	$91.26	$54.26	NA
NRC - DS3 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$38.48	NA	$37.55	NA	$34.92	NA	$91.26	$54.26	NA
NRC - DS3 - Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	$19.03	NA	$18.03	NA	$16.77	NA	NA	NA	NA
NRC - DS3 - Incremental Charge--Manual Svc Order-Disconnect—Add'l	SOMAN	$19.03	NA	$18.03	NA	$16.77	NA	NA	NA	NA
Interoffice Transport - Dedicated - DS3 - Kentucky & Mississippi										
DS3 - per mile per month	1L5NM	NA	NA	NA	$12.06	NA	$15.02	NA	NA	NA
DS3 -Facility Termination per month	1L5NM	NA	NA	NA	$1,112.02	NA	$744.38	NA	NA	NA
NRC - DS3 - Facility Termination -1st	1L5NM	NA	NA	NA	$858.75	NA	$686.74	NA	NA	NA
NRC - DS3 - Facility Termination - Add'l	1L5NM	NA	NA	NA	$524.95	NA	$477.76	NA	NA	NA
NRC - DS3 - Facility Termination - Disconnect Charge - 1st	1L5NM	NA	NA	NA	NA	NA	$125.56	NA	NA	NA
NRC - DS3 - Facility Termination - Disconnect Charge - Add'l	1L5NM	NA	NA	NA	NA	NA	$118.79	NA	NA	NA

BELLSOUTH/IDS RATES
LOCAL INTERCONNECTION

DESCRIPTION	USOC	RATES BY STATE								
		AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - Manual Svc Order, per LSR	SOMAN	NA	NA	NA	$19.99	NA	NA	NA	NA	NA
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	NA	$3.50	NA	$3.50	NA	NA	NA
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - DS3 - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	NA	NA	NA	NA	$64.97	NA	NA	NA
NRC - DS3 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	NA	NA	NA	NA	$64.97	NA	NA	NA
NRC - DS3 - Incremental Charge--Manual Svc Order-Disconnect--1st	SOMAN	NA	NA	NA	NA	NA	$27.08	NA	NA	NA
NRC - DS3 - Incremental Charge--Manual Svc Order-Disconnect—Add'l	SOMAN	NA	NA	NA	NA	NA	$27.08	NA	NA	NA
Local Channel - Dedicated										
Local Channel - Dedicated - 2-Wire VG										
Monthly Recurring per month	TEFV2	$14.61	$26.31	$13.91	$22.26	$14.94	$17.83	$14.83	$16.83	$19.02
Zone 1	TBD	NA	NA	$11.91	NA	NA	NA	NA	NA	$16.42
Zone 2	TBD	NA	NA	$13.83	NA	NA	NA	NA	NA	$20.66
Zone 3	TBD	NA	NA	$21.98	NA	NA	NA	NA	NA	$29.61
Zone 4	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - STS-1 - Facility Termination - 1st	TEFV2	$494.65	$389.37	$382.95	$585.15	$347.49	$487.62	$553.80	$554.00	$199.33
NRC - STS-1 - Facility Termination - Add'l	TEFV2	$88.44	$66.88	$62.40	$98.53	$59.75	$84.35	$89.69	$88.58	$24.16
NRC - STS-1 - Facility Termination - Disconnect - 1st	TEFV2	$77.81	$68.45	NA	$11.99	$53.68	$77.69	NA	NA	$54.81
NRC - STS-1 - Facility Termination - Disconnect - Add'l	TEFV2	$7.63	$5.97	NA	NA	$6.60	$8.95	NA	NA	$4.80
NRC - Manual Svc Order, per LSR	SOMAN	NA	$21.73	NA	$19.99	NA	NA	NA	NA	$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	$3.87	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50	$2.77	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	$0.43	NA	NA	NA	NA	NA	NA	NA
NRC - STS-1 - Incremental Charge--Manual Svc Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	$42.17	$43.75	NA
NRC - STS-1 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$18.37	NA	$8.42	NA	$8.06	$11.34	$12.76	$13.55	NA
NRC - STS-1 - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	$17.75	NA	NA	NA	$11.40	$16.05	NA	NA	NA
Local Channel - Dedicated - 4-Wire VG										
Monthly Recurring per month	TEFV4	$15.77	$27.48	$14.99	$23.38	$16.21	$19.03	$15.87	$18.05	$20.14
Zone 1	TBD	NA	NA	$12.90	NA	NA	NA	NA	NA	$17.38
Zone 2	TBD	NA	NA	$14.90	NA	NA	NA	NA	NA	$21.88
Zone 3	TBD	NA	NA	$23.68	NA	NA	NA	NA	NA	$31.36
Zone 4	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - 4-Wire VG - 1st	TEFV4	$502.43	$390.25	$368.44	$585.15	$352.75	$495.25	$562.23	$562.46	$201.53
NRC - 4-Wire VG - Add'l	TEFV4	$86.68	$67.75	$64.05	$98.53	$61.33	$86.56	$92.67	$91.57	$24.83
NRC - 4-Wire VG - Disconnect Chg - 1st	TEFV4	$78.71	$69.32	NA	NA	$54.36	$78.58	NA	NA	$55.52
NRC - 4-Wire VG - Disconnect Chg - Add'l	TEFV4	$8.53	$6.85	NA	NA	$7.28	$9.84	NA	NA	$5.51
NRC - Manual Svc Order, per LSR	SOMAN	NA	$21.73	NA	$19.99	NA	NA	NA	NA	$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	$3.87	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	$2.77	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	$3.50	$0.43	NA	NA	NA	NA	NA	NA	NA
NRC - 4-Wire VG - Incremental Charge--Manual Svc Order - 1st	SOMAN	$27.37	NA	$18.94	NA	$18.14	$25.52	$42.17	$43.64	NA
NRC - 4-Wire VG - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$18.73	NA	$8.42	NA	$8.06	$11.34	$12.76	$13.55	NA
Local Channel - Dedicated - DS1										
DS1 Monthly Recurring per month	TEFHG	$35.52	$42.98	$38.36	$43.80	$43.80	$38.91	$35.68	$37.20	$40.27
DS1 per mile per month	1L5NC	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

BELLSOUTH/IDS RATES
LOCAL INTERCONNECTION

DESCRIPTION	USOC	RATES BY STATE								
		AL	FL	GA	KY	LA	MS	NC	SC	TN
Zone 1	TBD	NA	NA	$33.02	NA	NA	NA	NA	NA	$34.76
Zone 2	TBD	NA	NA	$38.13	NA	NA	NA	NA	NA	$43.75
Zone 3	TBD	NA	NA	$60.60	NA	NA	NA	NA	NA	$62.70
Zone 4	TBD	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - DS1 - 1st	TEFHG	$503.57	$357.86	$356.15	$538.95	$348.56	$494.83	$534.48	$534.81	$277.35
NRC - DS1 - Add'l	TEFHG	$442.84	$309.95	$312.89	$464.94	$300.30	$435.28	$462.69	$462.81	$233.26
NRC - DS1 - Disconnect Chg - 1st	TEFHG	$46.28	$41.46	NA	NA	$24.15	$46.85	NA	NA	$33.18
NRC - DS1 - Disconnect Chg - Add'l	TEFHG	$32.18	$28.51	NA	NA	$21.31	$33.02	NA	NA	$22.30
NRC - Manual Svc Order, per LSR	SOMAN	NA	$21.73	NA	$19.99	NA	NA	NA	NA	$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	$3.87	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50	$2.77	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	$0.43	NA	NA	NA	NA	NA	NA	NA
NRC - DS1 - Incremental Charge--Manual Svc Order - 1st	SOMAN	$61.95	NA	$44.22	NA	$42.34	$59.58	$86.15	$87.99	NA
NRC - DS1 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$0.00	NA	NA	NA	NA	NA	$1.77	$3.11	NA
Local Channel - Dedicated - DS3										
DS3 - per mile per month	1L5NC	$8.44	$9.32	$6.92	$34.00	$8.77	NA	NA	$12.08	$23.76
DS3 - Facility Termination per month	TEFHJ	$535.92	$560.39	$515.91	$635.09	$573.23	$533.33	$498.87	$493.31	$607.28
NRC - DS3 - Facility Termination - 1st	TEFHJ	$640.54	$910.45	$639.50	$1,091.00	$594.71	$526.67	$562.25	$735.42	$726.16
NRC - DS3 - Facility Termination - Add'l	TEFHJ	$426.28	$532.19	$426.40	$661.23	$396.54	$493.71	$527.88	$519.31	$411.64
NRC - DS3 - Facility Termination - Disconnect - 1st	TEFHJ	$121.72	$112.44	$122.31	NA	$113.75	$42.41	NA	NA	$103.36
NRC - DS3 - Facility Termination - Disconnect - Add'l	TEFHJ	$118.54	$156.12	$119.14	NA	$110.80	$40.87	NA	NA	$100.59
NRC - Manual Svc Order, per LSR	SOMAN	NA	$21.73	NA	$19.99	NA	NA	NA	NA	$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	$3.87	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50	$2.77	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	$0.43	NA	NA	NA	NA	NA	NA	NA
NRC - DS3 -Incremental Charge--Manual Svc Order - 1st	SOMAN	$38.48	NA	$37.55	NA	$34.92	$31.49	$56.25	$54.26	NA
NRC - DS3 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	$38.48	NA	$37.55	NA	$34.92	$31.49	$56.25	$54.26	NA
NRC - DS3 - Incremental Charge--Manual Svc Order-Disconnect -1st	SOMAN	$19.03	NA	$18.03	NA	$16.77	$25.35	NA	NA	NA
NRC - DS3 - Incremental Charge--Manual Svc Order-Disconnect-Add'l	SOMAN	$19.03	NA	$18.03	NA	$16.77	$25.35	NA	NA	NA
CHANNELIZATION										
DS3 Channelization (DS3 to DS1)										
per Channelized System (28 DS1) per month	SATCS	$188.51	$299.24	$190.84	NA	$175.57	NA	$241.81	$234.30	$185.94
NRC - 1st	SATCS	$11.67	$189.04	$73.29	NA	$67.42	NA	NA	NA	$61.09
NRC - Add'l	SATCS	$0.95	$186.37	$60.61	NA	$49.13	NA	NA	NA	$50.31
NRC -1st - Disconnect	SATCS	$17.22	$14.51	$0.67	NA	$15.49	NA	$16.29	$11.99	$3.91
NRC -Add'l - Disconnect	SATCS	$12.05	$13.26	$12.15	NA	$11.18	NA	$12.39	$12.05	$12.61
per Interface per month (COCI)	SATCO	$8.69	$9.50	$8.76	NA	$8.06	NA	$8.93	$8.68	$9.03
NRC - 1st	SATCO	NA	$21.73	NA	NA	NA	NA	NA	NA	$19.99
NRC - Add'l	SATCO	NA	$3.87	NA	NA	NA	NA	NA	NA	NA
NRC - Manual Svc Order, per LSR	SOMEC	$3.50	$2.77	$3.50	NA	$3.50	NA	$3.50	$3.50	$3.50
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	$0.43	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMAN	$15.61	NA	$14.91	NA	$13.71	NA	$25.51	$25.59	NA
NRC - Electronic Svc Order, per LSR disconnect	SOMAN	$7.39	NA	$6.63	NA	$6.09	NA	$8.37	$8.92	NA
Channel System - Incremental Cost - Manual Svc. Order vs. Electronic -1st	SOMAN	$71.76	NA	$10.82	NA	$9.94	NA	NA	NA	NA
Channel System - Incremental Cost - Manual Svc. Order vs. Electronic -Add'l	SOMAN	$52.03	NA	NA	NA	NA	NA	NA	NA	NA

BELLSOUTH/IDS RATES
LOCAL INTERCONNECTION

DESCRIPTION	USOC	RATES BY STATE								
		AL	FL	GA	KY	LA	MS	NC	SC	TN
DS3 Channelization (DS3 to DS1) - Kentucky & Mississippi										
per Channelized System (28 DS1) per month	SATNS	NA	NA	NA	$303.33	NA	$247.40	NA	NA	NA
NRC - 1st	SATNS	NA	NA	NA	NA	NA	$79.94	NA	NA	NA
NRC - Add'l	SATNS	NA	NA	NA	NA	NA	$65.20	NA	NA	NA
NRC -1st - Disconnect	SATNS	NA	NA	NA	$8.52	NA	$5.58	NA	NA	NA
NRC -Add'l - Disconnect	SATNS	NA	NA	NA	$15.86	NA	$15.85	NA	NA	NA
per Interface per month (COCI)	SATCO	NA	NA	NA	$11.36	NA	$11.35	NA	NA	NA
NRC - 1st	SATCO	NA	NA	NA	$19.99	NA	NA	NA	NA	NA
NRC - Add'l	SATCO	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Manual Svc Order, per LSR	SOMAN	NA	NA	NA	$3.50	NA	$3.50	NA	NA	NA
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	NA	NA	NA	$26.95	NA	NA	NA
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	NA	NA	NA	NA	$11.98	NA	NA	NA
Channel System - Incremental Cost - Manual Svc. Order vs. Electronic -1st	SOMAN	NA	NA	NA	NA	NA	$16.97	NA	NA	NA
Channel System - Incremental Cost - Manual Svc. Order vs. Electronic -Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
DS1 Channelization (DS1 to DS0)										
per Channelized System (24 DS0) per month	SATC1	$136.82	$154.74	$126.22	NA	$126.66	NA	$158.01	$147.51	$165.21
NRC - 1st	SATC1	$197.98	$183.57	$200.39	NA	$184.35	NA	$228.01	$220.89	$197.21
NRC - Add'l	SATC1	$123.12	$126.16	$124.93	NA	$114.94	NA	$141.88	$137.15	$119.99
NRC -1sr - Disconnect	SATC1	$11.67	$19.68	$28.95	NA	$28.86	NA	$34.55	NA	$25.66
NRC -Add'l - Disconnect	SATC1	$0.95	$18.29	$18.43	NA	$18.37	NA	$21.14	NA	$15.81
- Interface (COCI)										
per OCU-DP(data) card per month (2.4-64kbs)	SATSA	$1.66	$2.22	$1.06	NA	$1.94	NA	$2.03	$2.34	$2.46
NRC - 1st	SATSA	$12.05	$13.26	$12.15	NA	$11.18	NA	$12.39	$12.05	$12.61
NRC - Add'l	SATSA	$8.69	$9.50	$8.76	NA	$8.06	NA	$8.93	$8.68	$9.03
per BRITE card per month	SATSA	$3.41	$3.86	$3.41	NA	$4.18	NA	$3.76	$4.21	$3.33
NRC - 1st	SATSA	$12.05	$13.26	$12.15	NA	$12.29	NA	$15.76	$12.05	$12.61
NRC - Add'l	SATSA	$8.69	$9.50	$8.76	NA	$8.80	NA	$11.28	$8.68	$9.03
per VG card per month (DS0)	SATSA	$0.86	$1.46	$2.20	NA	$1.06	NA	$1.28	$1.47	$1.25
NRC - 1st	SATSA	$12.05	$13.26	$12.15	NA	$11.18	NA	$12.39	$12.05	$12.61
NRC - Add'l	SATSA	$8.69	$9.50	$8.76	NA	$8.06	NA	$8.93	$8.68	$9.03
NRC - Manual Svc Order, per LSR	SOMAN	NA	$21.73	NA	NA	NA	NA	NA	NA	$19.99
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	$3.87	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	$3.50	$2.77	$3.50	NA	$3.50	NA	$3.50	$3.50	$3.50
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	$0.43	NA	NA	NA	NA	NA	NA	NA
Channel System - Incremental Cost - Manual Svc. Order vs. Electronic -1st	SOMAN	$15.61	NA	$14.91	NA	$13.71	NA	$25.51	$25.59	NA
Channel System - Incremental Cost - Manual Svc. Order vs. Electronic -Add'l	SOMAN	$7.39	NA	$6.63	NA	$6.09	NA	$8.37	$8.92	NA
Incremental Cost-Manual Svc. Order vs. Elect -Disconnect - 1st	SOMAN	$30.18	NA	$10.82	NA	$9.94	NA	NA	NA	NA
Incremental Cost-Manual Svc. Order vs. Elect -Disconnect - Add'l	SOMAN	$18.86	NA	NA	NA	NA	NA	NA	NA	NA
DS1 Channelization (DS1 to DS0) - Kentucky & Mississippi										
per Channelized System (24 DS0) per month	SASTN1	NA	NA	NA	$200.01	NA	$146.87	NA	NA	NA
NRC - 1st	SASTN1	NA	NA	NA	$302.82	NA	$271.52	NA	NA	NA
NRC - Add'l	SASTN1	NA	NA	NA	$184.20	NA	$164.56	NA	NA	NA
NRC -1sr - Disconnect	SASTN1	NA	NA	NA	NA	NA	$36.38	NA	NA	NA
NRC -Add'l - Disconnect	SASTN1	NA	NA	NA	NA	NA	$22.82	NA	NA	NA
- Interface (COCI)										
per OCU-DP(data) card per month (2.4-64kbs)	SATSA	NA	NA	NA	$2.94	NA	$2.86	NA	NA	NA

BELLSOUTH/IDS RATES
LOCAL INTERCONNECTION

DESCRIPTION	USOC	RATES BY STATE								
		AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - 1st	SATSA	NA	NA	NA	$15.86	NA	$15.85	NA	NA	NA
NRC - Add'l	SATSA	NA	NA	NA	$11.36	NA	$11.35	NA	NA	NA
per BRITE card per month	SATSA	NA	NA	NA	$4.04	NA	$3.88	NA	NA	NA
NRC - 1st	SATSA	NA	NA	NA	$15.86	NA	$15.85	NA	NA	NA
NRC - Add'l	SATSA	NA	NA	NA	$11.36	NA	$11.35	NA	NA	NA
per VG card per month (DS0)	SATSA	NA	NA	NA	$1.40	NA	$1.45	NA	NA	NA
NRC - 1st	SATSA	NA	NA	NA	$15.86	NA	$15.85	NA	NA	NA
NRC - Add'l	SATSA	NA	NA	NA	$11.36	NA	$11.35	NA	NA	NA
NRC - Manual Svc Order, per LSR	SOMAN	NA	NA	NA	$19.99	NA	NA	NA	NA	NA
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA	NA	NA	$3.50	NA	$3.50	NA	NA	NA
NRC - Electronic Svc Order, per LSR disconnect	SOMEC	NA	NA	NA	NA	NA	NA	NA	NA	NA
Channel System - Incremental Cost - Manual Svc. Order vs. Electronic -1st	SOMAN	NA	NA	NA	NA	NA	$26.95	NA	NA	NA
Channel System - Incremental Cost - Manual Svc. Order vs. Electronic -Add'l	SOMAN	NA	NA	NA	NA	NA	$11.98	NA	NA	NA
Incremental Cost-Manual Svc. Order vs. Elect -Disconnect - 1st	SOMAN	NA	NA	NA	NA	NA	$16.97	NA	NA	NA
Incremental Cost-Manual Svc. Order vs. Elect -Disconnect - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
Local Interconnection Mid-Span Meet										
Local Channel - Dedicated - DS1										
DS1 Monthly Recurring per month	TEFHG	$17.76	$22.18	$19.18	$21.90	$21.90	$19.46	$17.85	$18.60	$20.14
NRC - DS1 - 1st	TEFHG	$251.79	$123.25	$178.08	$269.48	$174.28	$247.42	$268.83	$267.41	$138.68
NRC - DS1 - Add'l	TEFHG	$221.42	$115.25	$156.45	$232.47	$150.15	$217.64	$232.73	$231.41	$116.63
NRC - DS1 - Disconnect Chg - 1st	TEFHG	$23.14	NA	NA	NA	$12.08	$23.43	NA	NA	$16.59
NRC - DS1 - Disconnect Chg - Add'l	TEFHG	$16.09	NA	NA	NA	$10.66	$16.51	NA	NA	$11.15
NRC - DS1 - Incremental Charge--Manual Svc Order - 1st	SOMAC	$61.95	NA	$44.22	$87.71	$42.34	$59.58	$623.92	$87.99	$45.68
NRC - DS1 - Incremental Charge--Manual Svc Order - Add'l	SOMAC	$0.00	NA	NA	NA	NA	NA	$467.22	$3.11	$1.76
NRC - DS1 - Incremental Charge--Manual Svc Order-Disconnect	SOMAC	$29.27	NA	NA	NA	$19.48	$27.51	NA	NA	$21.75
NOTES:										
If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the parties upon request by either party.										

Attachment 4

Physical Collocation

BELLSOUTH
PHYSICAL COLLOCATION

1. Scope of Attachment

1.1 Scope of Attachment. The rates, terms, and conditions contained within this Attachment shall only apply when IDS is occupying the Collocation Space as a sole occupant or as a Host within a Premises location pursuant to Section 4. This Attachment is applicable to Premises owned or leased by BellSouth. However, if the Premises occupied by BellSouth is leased by BellSouth from a third party, special considerations and intervals may apply in addition to the terms and conditions of this Attachment.

All the negotiated rates, terms and conditions set forth in this Attachment pertain to collocation and the provisioning of Collocation Space.

1.2 Right to Occupy. BellSouth shall offer to IDS collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the Federal Communications Commission ("FCC"). Subject to Section 4 of this Attachment, BellSouth allows IDS to occupy that certain area designated by BellSouth within a BellSouth Premises, or on BellSouth property upon which the BellSouth Premises is located, of a size which is specified by IDS and agreed to by BellSouth (hereinafter "Collocation Space"). BellSouth Premises include BellSouth Central Offices and Serving Wire Centers. The necessary rates, terms and conditions for BellSouth locations other than BellSouth Premises shall be negotiated upon request for collocation at such location(s). Neither BellSouth nor any of BellSouth's affiliates may reserve space for future use on more preferential terms than those set forth above.

1.2.1 In all states other than Florida, the size specified by IDS may contemplate a request for space sufficient to accommodate IDS' growth within a two-year period.

1.2.2 In the state of Florida, the size specified by IDS may contemplate a request for space sufficient to accommodate IDS' growth within an eighteen (18) month period.

1.3 Space Reclamation. In the event of space exhaust within a Central Office Premises, BellSouth may include in its documentation for the Petition for Waiver filing any unutilized space in the Central Office Premises. IDS will be responsible for any justification of unutilized space within its space, if such justification is required by the appropriate state commission.

1.4 Use of Space. IDS shall use the Collocation Space for the purposes of installing, maintaining and operating IDS' equipment (to include testing and monitoring equipment) necessary for interconnection with BellSouth services and facilities, including access to unbundled network elements, for the provision of telecommunications services. Pursuant to Section 5 following, IDS may, at its option, place IDS-owned fiber entrance facilities to the Collocation Space. The Collocation

Space may be used for no other purposes except as specifically described herein or authorized in writing by BellSouth.

1.5 Rates and Charges. IDS agrees to pay the rates and charges identified in Exhibit A attached hereto.

1.6 Due Dates. If any due date contained in this Attachment falls on a weekend or National holiday, then the due date will be the next business day thereafter.

1.7 The parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.

2. Space Notification

2.1 Availability of Space. Upon submission of an Application pursuant to Section 6, BellSouth will permit IDS to physically collocate, pursuant to the terms of this Attachment, at any BellSouth Premises, unless BellSouth has determined that there is no space available due to space limitations or that physical collocation is not practical for technical reasons.

2.1.1 Availability Notification. Unless otherwise specified, BellSouth will respond to an application within ten (10) calendar days as to whether space is available or not available within a BellSouth Premises. This interval excludes National Holidays. If the amount of space requested is not available, BellSouth will notify IDS of the amount of space that is available.

2.1.2 BellSouth will respond to a Florida Application within fifteen (15) calendar days as to whether space is available or not available within a BellSouth Premises. If the amount of space requested is not available, BellSouth will notify IDS of the amount of space that is available.

2.1.3 BellSouth will respond to a Louisiana Application within ten (10) calendar days for space availability for one (1) to ten (10) Applications; fifteen (15) calendar days for eleven (11) to twenty (20) Applications; and for more than twenty (20) Applications, it is increased by five (5) calendar days for every five additional Applications received within five (5) business days. If the amount of space requested is not available, BellSouth will notify IDS of the amount of space that is available.

2.1.4 BellSouth will respond to a Mississippi Application within ten (10) business days as to whether space is available or not available within a BellSouth Premises. If the amount of space requested is not available, BellSouth will notify IDS of the amount of space that is available.

2.2 Reporting. Upon request from IDS, BellSouth will provide a written report ("Space Availability Report") specifying the amount of Collocation Space available at the Premises requested, the number of collocators present at the Premises, any

modifications in the use of the space since the last report on the Premises requested and the measures BellSouth is taking to make additional space available for collocation arrangements.

2.2.1 The request from IDS for a Space Availability Report must be written and must include the Premises and Common Language Location Identification ("CLLI") code of the Premises. Such information regarding Premises and CLLI code is located in the National Exchange Carriers Association (NECA) Tariff FCC No. 4.

2.2.2 BellSouth will respond to a request for a Space Availability Report for a particular Premises within ten (10) calendar days of receipt of such request. BellSouth will make best efforts to respond in ten (10) calendar days to such a request when the request includes from two (2) to five (5) Premises within the same state. The response time for requests of more than five (5) Premises shall be negotiated between the Parties. If BellSouth cannot meet the ten calendar day response time, BellSouth shall notify IDS and inform IDS of the time frame under which it can respond.

2.2.2.1 In Mississippi, BellSouth will respond to a request for a Space Availability Report for a particular Premises within ten (10) business days of receipt of such request. BellSouth will make best efforts to respond in ten (10) business days to such a request when the request includes from two (2) to five (5) Premises within the same state. The response time for requests of more than five (5) Premises shall be negotiated between the Parties. If BellSouth cannot meet the ten business day response time, BellSouth shall notify IDS and inform IDS of the time frame under which it can respond.

2.3 Denial of Application. After notifying IDS that BellSouth has no available space in the requested Premises ("Denial of Application"), BellSouth will allow IDS, upon request, to tour the entire Premises within ten (10) calendar days of such Denial of Application. In order to schedule said tour within ten (10) calendar days, the request for a tour of the Premises must be received by BellSouth within five (5) calendar days of the Denial of Application.

2.3.1 Denial of Application. In Mississippi, after notifying IDS that BellSouth has no available space in the requested Premises ("Denial of Application"), BellSouth will allow IDS, upon request, to tour the entire Premises within ten (10) business days of such Denial of Application. In order to schedule said tour within ten (10) business days, the request for a tour of the Premises must be received by BellSouth within five (5) business days of the Denial of Application.

2.4 Filing of Petition for Waiver. Upon Denial of Application BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth shall provide to the Commission any information requested by that Commission. Such information shall include which space, if any, BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure

agreement or provision, BellSouth shall permit IDS to inspect any floor plans or diagrams that BellSouth provides to the Commission.

2.5 Waiting List. Unless otherwise specified, on a first-come, first-served basis governed by the date of receipt of an Application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list when space becomes available according to how much space becomes available and the position of telecommunications carrier on said waiting list. IDS must submit an updated, complete, and correct Application to BellSouth within 30 calendar days (in Mississippi, 30 business days) of such notification or notify BellSouth in writing within that time that IDS wants to maintain its place on the waiting list either without accepting such space or accepting an amount of space less than its original request. If IDS does not submit such an Application or notify BellSouth in writing as described above, BellSouth will offer such space to the next CLEC on the waiting list and remove IDS from the waiting list. Upon request, BellSouth will advise IDS as to its position on the list.

2.5.1 In Florida, on a first-come, first-served basis governed by the date of receipt of an Application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate. Sixty (60) days prior to space becoming available, if known, BellSouth will notify the Florida PSC and the telecommunications carriers on the waiting list by mail when space becomes available according to the position of telecommunications carrier on said waiting list. If not known sixty (60) days in advance, BellSouth shall notify the Florida PSC and the telecommunications carriers on the waiting list within two days of the determination that space is available.

2.6 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Central Offices that are without available space. BellSouth shall update such document within ten (10) calendar days (in Mississippi, 10 business days) of the Denial of Application due to Space Exhaust. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Central Office previously on the space exhaust list. BellSouth shall allocate said available space pursuant to the waiting list referenced in Section 2.5.

2.7 Regulatory Agency Procedures. Notwithstanding the foregoing, should any state or federal regulatory agency impose procedures or intervals applicable to IDS that are different from procedures or intervals set forth in this section, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for that jurisdiction for all applications submitted for the first time after the effective date thereof.

3. Collocation Options

3.1 Cageless. BellSouth shall allow IDS to collocate IDS' equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow IDS to have direct access to its equipment and facilities. BellSouth shall make cageless collocation available in single bay increments pursuant to Section 7. Except where IDS' equipment requires special technical considerations (e.g., special cable racking, isolated ground plane), BellSouth shall assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, IDS must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in BellCore (Telcordia) GR-63-Core and shall be responsible for constructing all special technical requirements associated with such equipment pursuant to Section 6 following.

3.2 Cages. BellSouth shall construct enclosures in compliance with IDS' collocation request. At IDS' request, BellSouth shall permit IDS to subcontract the construction of physical collocation arrangements with a contractor certified by BellSouth ("BellSouth Certified Contractor"), provided however, that BellSouth shall not unreasonably withhold approval of contractors.

3.3 When IDS subcontracts the construction, IDS must arrange with a BellSouth Certified Contractor to construct a collocation arrangement enclosure in accordance with BellSouth's guidelines and specifications prior to starting equipment installation and at IDS' sole expense. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard enclosure specification, IDS and IDS' BellSouth Certified Contractor must comply with the more stringent local building code requirements. IDS' BellSouth Certified Contractor shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. BellSouth shall cooperate with IDS and provide, at IDS' expense, the documentation, including architectural drawings, necessary for IDS to obtain the zoning, permits and/or other licenses. BellSouth shall pass on to IDS the costs of providing the documentation. The BellSouth Certified Contractor shall bill IDS directly for all work performed for IDS pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Contractor. IDS must provide the local BellSouth building contact with two Access Keys used to enter the locked enclosure. Except in case of emergency, BellSouth will not access IDS' locked enclosure prior to notifying IDS.

3.3.1 BellSouth may elect to review IDS' plans and specifications prior to allowing construction to start to ensure compliance with BellSouth's guidelines and specifications. BellSouth shall complete its review within fifteen (15) calendar days. IDS shall be able to design caged enclosures in amounts as small as sufficient to house and maintain a single rack or bay of equipment. If BellSouth reviews IDS'

plans and specifications prior to construction, then BellSouth will have the right to inspect the enclosure after construction to make sure it is constructed according to the submitted plans and specifications. If BellSouth elects not to review IDS' plans and specifications prior to construction, IDS will be entitled to request BellSouth to review; and in the event IDS does not request a BellSouth review, BellSouth shall have the right to inspect the enclosure after construction to make sure it is constructed according to BellSouth's guidelines and specifications. BellSouth may require IDS to remove or correct within seven (7) calendar days at IDS' expense any structure that does not meet these plans and specifications or, where applicable, BellSouth guidelines and specifications.

3.4 Shared (Subleased) Caged Collocation. IDS may allow other telecommunications carriers to share IDS' caged collocation arrangement pursuant to terms and conditions agreed to by IDS ("Host") and other telecommunications carriers ("Guests") and pursuant to this section, except where the BellSouth Premises is located within a leased space and BellSouth is prohibited by said lease from offering such an option. IDS shall notify BellSouth in writing upon execution of any agreement between the Host and its Guest within ten (10) calendar days (in Mississippi, ten (10) business days) of its execution and prior to any Firm Order. Further, such notice shall include the name of the Guest(s) and the term of the agreement, and shall contain a certification by IDS that said agreement imposes upon the Guest(s) the same terms and conditions for Collocation Space as set forth in this Attachment between BellSouth and IDS.

3.4.1 IDS, as the host CLEC shall be the sole interface and responsible Party to BellSouth for the assessment and billing of rates and charges contained within this Attachment; and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest, its employees and agents. BellSouth shall prorate the costs of the collocation space based on the number of collocators and the space used by each. In all states other than Florida, and in addition to the foregoing, IDS shall be the responsible party to BellSouth for the purpose of submitting Applications for initial and additional equipment placement of Guest. In the event the Host and Guest jointly submit an initial Application, only one Application Fee will be assessed. A separate initial Guest application shall require the assessment of a Subsequent Application Fee, as set forth in Exhibit A, if this Application is not the initial Application made for the arrangement. Notwithstanding the foregoing, Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and Guest and for the provision of the services and access to unbundled network elements.

3.4.2 IDS shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of IDS' Guests in the Collocation Space except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.

3.5 Adjacent Collocation. BellSouth will permit adjacent collocation arrangements ("Adjacent Arrangement") on the Premises' property where physical collocation

space within the Premises is legitimately exhausted, subject to technical feasibility, where the Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Premises property and where permitted by zoning and other applicable state and local regulations. The Adjacent Arrangement shall be constructed or procured by IDS and in conformance with BellSouth's design and construction specifications. Further, IDS shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the terms and conditions set forth in this Attachment. Rates shall be negotiated at the time of the request for the Adjacent Arrangement.

3.5.1 Should IDS elect such option, IDS must arrange with a BellSouth Certified Contractor to construct an Adjacent Arrangement structure in accordance with BellSouth's guidelines and specifications. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard specification, IDS and IDS' BellSouth Certified Contractor must comply with the more stringent local building code requirements. IDS' BellSouth Certified Contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. IDS' BellSouth Certified Contractor shall bill IDS directly for all work performed for IDS pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Contractor. IDS must provide the local BellSouth building contact with two cards, keys or other access device used to enter the locked enclosure. Except in cases of emergency, BellSouth shall not access IDS' locked enclosure prior to notifying IDS.

3.5.2 IDS must submit its plans and specifications to BellSouth with its Firm Order. BellSouth may elect to review IDS' plans and specifications prior to construction of an Adjacent Arrangement(s) to ensure compliance with BellSouth's guidelines and specifications. BellSouth shall complete its review within fifteen (15) calendar days. If BellSouth reviews IDS' plans and specifications prior to construction, then BellSouth will have the right to inspect the Adjacent Arrangement after construction to make sure it is constructed according to the submitted plans and specifications. If BellSouth elects not to review IDS' plans and specifications prior to construction, IDS will be entitled to request BellSouth to review; and in the event IDS does not request a BellSouth review, BellSouth shall have the right to inspect the Adjacent Arrangement after construction to make sure it is constructed according to BellSouth's guidelines and specifications. BellSouth may require IDS to remove or correct within seven (7) calendar days at IDS' expense any structure that does not meet these plans and specifications or, where applicable, BellSouth's guidelines and specifications

3.5.3 IDS shall provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning ("HVAC"), lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the BellSouth point of demarcation. At IDS' option, and where the local authority having jurisdiction permits, BellSouth shall provide an AC power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any

other physical collocation arrangement. IDS' BellSouth Certified Contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such arrangement.

3.5.4 BellSouth shall allow Shared (Subleased) Caged Collocation within an Adjacent Arrangement pursuant to the terms and conditions set forth in Section 3.4 preceding.

4. Occupancy

4.1 Commencement Date. The "Commencement Date" shall be the day IDS' equipment becomes operational as described in Article 4.2, following.

4.2 Occupancy. BellSouth will notify IDS in writing that the Collocation Space is ready for occupancy. IDS must notify BellSouth in writing that collocation equipment installation is complete and is operational with BellSouth's network. BellSouth may, at its option, not accept orders for interconnected service until receipt of such notice. For purposes of this paragraph, IDS' telecommunications equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provision.

4.3 Termination of Occupancy. In addition to any other provisions addressing Termination of Occupancy in this Attachment, Termination of Occupancy may occur in the following circumstances:

4.3.1 IDS may terminate occupancy in a particular Collocation Space by submitting a Subsequent Application requesting termination of occupancy.

4.3.2 Upon termination of such occupancy, IDS at its expense shall remove its equipment and other property from the Collocation Space. IDS shall have thirty (30) calendar days from the termination date to complete such removal, including the removal of all equipment and facilities of IDS' Guests, unless CLEC's guest has assumed responsibility for the collocation space housing the guest equipment and executed the documentation required by BellSouth prior to such removal date. IDS shall continue payment of monthly fees to BellSouth until such date as IDS has fully vacated the Collocation Space. Should IDS or IDS' Guest fail to vacate the Collocation Space within thirty (30) calendar days from the termination date, BellSouth shall have the right to remove the equipment and other property of IDS or IDS' Guest at IDS' expense and with no liability for damage or injury to IDS or IDS' Guest's property unless caused by the gross negligence or intentional misconduct of BellSouth. Upon termination of IDS' right to occupy Collocation Space, IDS shall surrender such Collocation Space to BellSouth in the same condition as when first occupied by IDS except for ordinary wear and tear, unless otherwise agreed to by the Parties. IDS shall be responsible for the cost of removing any enclosure, together with all support structures (e.g., racking, conduits), at the termination of occupancy and restoring the grounds to their original condition.

5. Use of Collocation Space

5.1 Equipment Type. BellSouth permits the collocation of any type of equipment necessary for interconnection to BellSouth's network or for access to unbundled network elements in the provision of telecommunications services.

5.1.1 Such equipment must at a minimum meet the following BellCore (Telcordia) Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in the BellCore (Telcordia) Special Report SR-3580, Issue 1; equipment design spatial requirements per GR-63-CORE, Section 2; thermal heat dissipation per GR-063-CORE, Section 4, Criteria 77-79; acoustic noise per GR-063-CORE, Section 4, Criterion 128, and National Electric Code standards. Except where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation based on IDS' failure to comply with this section.

5.1.2 IDS shall not request more DS0, DS1, DS3 and optical terminations for a collocation arrangement than the total port or termination capacity of the transmission equipment physically installed in the arrangement. The total capacity of the transmission equipment collocated in the arrangement will include equipment contained in the application in question as well as equipment already placed in the arrangement. Collocated cross-connect devices are not considered transmission equipment. If full network termination capacity of the transmission equipment being installed is not requested in the application, additional network terminations for the installed equipment will require the submission of another application. In the event that IDS submits an application for terminations that exceed the total capacity of the collocated equipment, IDS will be informed of the discrepancy and will be required to submit a revision to the application.

5.1.3 IDS shall not use the Collocation Space for marketing purposes nor shall it place any identifying signs or markings in the area surrounding the Collocation Space or on the grounds of the Premises.

5.1.4 IDS shall place a plaque or other identification affixed to IDS' equipment necessary to identify IDS' equipment, including a list of emergency contacts with telephone numbers.

5.2 Entrance Facilities. IDS may elect to place IDS-owned or IDS-leased fiber entrance facilities into the Collocation Space. BellSouth will designate the point of interconnection in close proximity to the Premises building housing the Collocation Space, such as an entrance manhole or a cable vault which are physically accessible by both Parties. IDS will provide and place fiber cable at the point of entrance of sufficient length to be pulled through conduit and into the splice location. IDS will provide and install a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced, which will extend from the splice location to IDS' equipment in the Collocation Space. In the event IDS utilizes a non-metallic, riser-type entrance facility, a splice will not be required. IDS must contact BellSouth for

instructions prior to placing the entrance facility cable in the manhole. IDS is responsible for maintenance of the entrance facilities. At IDS' option BellSouth will accommodate where technically feasible a microwave entrance facility pursuant to separately negotiated terms and conditions. In the case of adjacent collocation, unless BellSouth determines that limited space is available for the entrance facilities, copper facilities may be used between the adjacent collocation arrangement and the central office termination point.

5.2.1 Dual Entrance. BellSouth will provide at least two interconnection points at each Premises where there are at least two such interconnection points available and where capacity exists. Upon receipt of a request for physical collocation under this Attachment, BellSouth shall provide IDS with information regarding BellSouth's capacity to accommodate dual entrance facilities. If conduit in the serving manhole(s) is available and is not reserved for another purpose for utilization within 12 months of the receipt of an application for collocation, BellSouth will make the requested conduit space available for installing a second entrance facility to IDS' arrangement. The location of the serving manhole(s) will be determined at the sole discretion of BellSouth. Where dual entrance is not available due to lack of capacity, BellSouth will so state in the Application Response.

5.2.2 Shared Use. IDS may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to another IDS collocation arrangement within the same BellSouth Premises. IDS must arrange with BellSouth for BellSouth to splice the utilized entrance facility capacity to IDS-provided riser cable.

5.3 Demarcation Point. BellSouth will designate the point(s) of demarcation between IDS' equipment and/or network and BellSouth's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. For 2-wire and 4-wire connections to BellSouth's network, the demarcation point shall be a common block on the BellSouth designated conventional distributing frame. IDS shall be responsible for providing, and a supplier certified by BellSouth ("IDS' BellSouth Certified Supplier") shall be responsible for installing and properly labeling/stenciling, the common block, and necessary cabling pursuant to Section 6.5. For all other terminations BellSouth shall designate a demarcation point on a per arrangement basis. IDS or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to Section 5.3, following, and may self-provision cross-connects that may be required within the Collocation Space to activate service requests. At IDS' option and expense, a Point of Termination ("POT") bay or frame may be placed in the Collocation Space, but will not serve as the demarcation point. IDS must make arrangements with a BellSouth Certified Supplier for such placement.

5.3.1 IDS' Equipment and Facilities. IDS, or if required by this Attachment, IDS' BellSouth Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by IDS which must be performed in compliance

with all applicable BellSouth policies and guidelines. Such equipment and facilities may include but are not limited to cable(s); equipment; and point of termination connections. IDS and its selected BellSouth Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564.

5.5 BellSouth's Access to Collocation Space. From time to time BellSouth may require access to the Collocation Space. BellSouth retains the right to access such space for the purpose of making BellSouth equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cables). BellSouth will give notice to IDS at least 48 hours before access to the Collocation Space is required. IDS may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that IDS will not bear any of the expense associated with this work.

5.6 Access. Pursuant to Section 11, IDS shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. IDS agrees to provide the name and social security number or date of birth or driver's license number of each employee, contractor, or agents of IDS or IDS' Guests provided with access keys or devices ("Access Keys") prior to the issuance of said Access Keys. Key acknowledgement forms must be signed by IDS and returned to BellSouth Access Management within 15 calendar days of IDS' receipt. Failure to return properly acknowledged forms will result in the holding of subsequent requests until acknowledgements are current. Access Keys shall not be duplicated under any circumstances. IDS agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of IDS employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with IDS or upon the termination of this Attachment or the termination of occupancy of an individual collocation arrangement.

5.6.1 Lost or Stolen Access Keys. IDS shall notify BellSouth in writing within 24 hours of becoming aware in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key buildings or deactivate a card as a result of a lost Access Key(s) or for failure to return an Access Key(s), IDS shall pay for all reasonable costs associated with the re-keying or deactivating the card.

5.7 Interference or Impairment. Notwithstanding any other provisions of this Attachment, IDS shall not use any product or service provided under this Agreement, any other service related thereto or used in combination therewith, or place or use any equipment or facilities in any manner that 1) significantly degrades, interferes with or impairs service provided by BellSouth or by any other entity or any person's use of its telecommunications service; 2) endangers or damages the equipment, facilities or other property of BellSouth or of any other entity or person; 3) compromises the privacy of any communications; or 4) creates an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of IDS violates the provisions of this paragraph, BellSouth shall give written notice to IDS, which notice shall direct IDS to cure the violation

within forty-eight (48) hours of IDS' actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement.

5.7.1 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if IDS fails to take curative action within 48 hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or any other significant degradation, interference or impairment of BellSouth's or another entity's service, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to IDS' equipment. BellSouth will endeavor, but is not required, to provide notice to IDS prior to taking such action and shall have no liability to IDS for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.

5.7.2 For purposes of this Section 5.7, the term significantly degrade shall mean an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and IDS fails to take curative action within 48 hours then BellSouth will establish before the relevant Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to IDS or, if subsequently necessary, the relevant Commission, must be supported with specific and verifiable information. Where BellSouth demonstrates that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, IDS shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that is acceptable for deployment under section 47 C.F.R. 51.230, the degraded service shall not prevail against the newly-deployed technology.

5.8 Personalty and its Removal. Facilities and equipment placed by IDS in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as personal property and may be removed by IDS at any time. Any damage caused to the Collocation Space by IDS' employees, agents or representatives during the removal of such property shall be promptly repaired by IDS at its expense.

5.9 Alterations. In no case shall IDS or any person acting on behalf of IDS make any rearrangement, modification, improvement, addition, repair, or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Collocation Space or the BellSouth Premises without the written consent of

BellSouth, which consent shall not be unreasonably withheld. The cost of any such specialized alterations shall be paid by IDS. Any material rearrangement, modification, improvement, addition, repair, or other alteration shall require a Subsequent Application and Subsequent Application Fee, pursuant to sub-section 6.2.2.

5.10 Janitorial Service. IDS shall be responsible for the general upkeep of the Collocation Space. IDS shall arrange directly with a BellSouth Certified Contractor for janitorial services applicable to Caged Collocation Space. BellSouth shall provide a list of such contractors on a site-specific basis upon request.

6. Ordering and Preparation of Collocation Space

6.1 Should any state or federal regulatory agency impose procedures or intervals applicable to IDS that are different from procedures or intervals set forth in this section, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for that jurisdiction for all applications submitted for the first time after the effective date thereof.

6.2 Application for Space. IDS shall submit an application document when IDS or IDS' Guest(s), as defined in Section 3.4, desires to request or modify the use of the Collocation Space.

6.2.1 Initial Application. For IDS or IDS' Guest(s) initial equipment placement, IDS shall submit to BellSouth a Physical Expanded Interconnection Application Document ("Application"). The Application is Bona Fide when it is complete and accurate, meaning that all required fields on the application are completed with the appropriate type of information. The Bona Fide Application shall contain a detailed description and schematic drawing of the equipment to be placed in IDS' Collocation Space(s) and an estimate of the amount of square footage required.

6.2.2 Subsequent Application. In the event IDS or IDS' Guest(s) desires to modify the use of the Collocation Space ("Augmentation"), IDS shall complete an Application detailing all information regarding the modification to the Collocation Space ("Subsequent Application"). The minimum Subsequent Application Fee shall be considered a partial payment of the applicable Subsequent Application Fee which shall be calculated as set forth below. BellSouth shall determine what modifications, if any, to the Premises are required to accommodate the change requested by IDS in the Application. Such necessary modifications to the Premises may include but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc. The fee paid by IDS for its request to modify the use of the Collocation Space shall be dependent upon the level of assessment needed for the modification requested. Where the Subsequent Application does not require assessment for provisioning or construction work by BellSouth, no Subsequent Application Fee will be required and the pre-paid fee shall

be refunded to IDS. The fee for an Application where the modification requested has limited effect (e.g., does not require assessment related to capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Exhibit A. If the modification requires capital expenditure assessment, a full Application Fee shall apply. In the event such modifications require the assessment of a full Application Fee as set forth in Exhibit A, the outstanding balance shall be due by IDS within 30 calendar days following IDS' receipt of a bill or invoice from BellSouth. The Subsequent Application is Bona Fide when it is complete and accurate, meaning that all required fields on the Application are completed with the appropriate type of information.

6.3 Application Response. In Alabama, Georgia, North Carolina, and Tennessee, in addition to the notice of space availability pursuant to Section 2.1, BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. Sufficient detail will be provided to permit IDS a reasonable opportunity to correct each deficiency. IDS must correct any deficiencies in its Application and resubmit a Bona Fide Application within ten (10) calendar days of being notified of the deficiencies in the original Application. If IDS fails to resubmit its Application as Bona Fide within this ten (10) day period, IDS will lose its place in the collocation queue. When space has been determined to be available, BellSouth will provide a written response ("Application Response"), which will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 7.

6.3.1 Application Response. Except as otherwise provided, for all States that have ordered provisioning intervals but not application response intervals, the following will apply. In addition to the notice of space availability pursuant to Section 2.1, BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. When space has been determined to be available, BellSouth will provide a written response ("Application Response") within thirty (30) calendar days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 7. When multiple applications are submitted in a state within a fifteen (15) calendar day window, BellSouth will respond to the Bona Fide Applications as soon as possible, but no later than the following: within thirty (30) calendar days for Bona Fide Applications 1-5; within thirty-six (36) calendar days for Bona Fide Applications 6-10; within forty-two (42) calendar days for Bona Fide Applications 11-15. Response intervals for multiple Bona Fide Applications submitted within the same timeframe for the same state in excess of 15 must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation.

6.3.2 Application Response (Florida). Within fifteen (15) calendar days of receipt of a Bona Fide Application, BellSouth will respond as to whether space is available or not available within a particular Premises. Additionally, when space has been determined

to be available or when a lesser amount of space than that requested is available, then with respect to the space available, BellSouth will provide a written response ("Application Response") including sufficient information to enable IDS to place a Firm Order. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 7. When IDS submits ten (10) or more Applications within ten (10) calendar days, the initial fifteen (15) day response period will increase by ten (10) days for every additional ten (10) Applications or fraction thereof.

6.3.3 Application Response (Kentucky) In addition to the notice of space availability pursuant to Section 2.1, BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. When space has been determined to be available, BellSouth will provide a written response ("Application Response") within thirty (30) calendar days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 7. When multiple applications are submitted in a state within a fifteen (15) calendar day window, BellSouth will respond to the Bona Fide Applications as soon as possible, but no later than the following: within thirty (30) calendar days for Bona Fide Applications 1-5; within thirty-six (36) calendar days for Bona Fide Applications 6-10; within forty-two (42) calendar days for Bona Fide Applications 11-15. Response intervals for multiple Bona Fide Applications submitted within the same timeframe for the same state in excess of 15 must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation.

6.3.4 Application Response (Louisiana). In addition to the notice of space availability pursuant to Section 2.1, BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. BellSouth will respond as to whether space is available or not available within a particular Premises in accordance with Section 2. Additionally, when space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available, BellSouth will provide a written response ("Application Response") including sufficient information to enable IDS to place a Firm Order. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 7. BellSouth will respond with a full Application Response within 30 calendar days for one to ten Applications; 35 calendar days for eleven to twenty Applications; and for requests of more than twenty Application it is increased by five calendar days for every five Applications received within five business days.

6.3.5 Application Response (Mississippi). In addition to the notice of space availability pursuant to Section 2. BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. When space has been determined to be available, BellSouth will provide a written response ("Application Response") within thirty (30) business days

of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 7. When multiple applications are submitted in a state within a fifteen (15) business day window, BellSouth will respond to the Bona Fide Applications as soon as possible, but no later than the following: within thirty (30) business days for Bona Fide Applications 1-5; within thirty-six (36) business days for Bona Fide Applications 6-10; within forty-two (42) business days for Bona Fide Applications 11-15. Response intervals for multiple Bona Fide Applications submitted within the same timeframe for the same state in excess of 15 must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation.

6.4 Application Modifications. In Alabama, Georgia, North Carolina, and Tennessee, if a modification or revision is made to any information in the Bona Fide Application for Physical Collocation or the Bona Fide Application for Adjacent Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of IDS or necessitated by technical considerations, said Application shall be considered a new Application and shall be handled as a new Application for purposes of the provisioning interval and BellSouth shall charge IDS a Subsequent Application Fee. Major changes such as requesting additional space or adding equipment may require IDS to submit the Application with an Application Fee.

6.4.1 Application Modifications. For all States that have ordered provisioning intervals but not application response intervals, and except as otherwise specified, the following will apply: If a modification or revision is made to any information in the Bona Fide Application for Physical Collocation or the Bona Fide Application for Adjacent Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of IDS or necessitated by technical considerations, BellSouth will respond to the Bona Fide Application within thirty (30) calendar days after BellSouth receives such revised application or at such other date as the Parties agree. If, at any time, BellSouth needs to reevaluate IDS' Bona Fide Application as a result of changes requested by IDS to IDS' original application, then BellSouth will charge IDS a Subsequent Application Fee. Major changes such as requesting additional space or adding additional equipment may require IDS to resubmit the Application with an Application Fee.

6.4.2 Application Modifications (Florida). If a modification or revision is made to any information in the Bona Fide Application for Physical Collocation or the Bona Fide Application for Adjacent Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of IDS or necessitated by technical considerations, BellSouth will respond to the Bona Fide Application within fifteen (15) calendar days after BellSouth receives such revised Application or at such other date as the Parties agree. If, at any time, BellSouth needs to reevaluate IDS' Bona Fide Application as a result of changes requested by IDS to IDS' original Application, then BellSouth will charge IDS a Subsequent Application Fee. Major changes such as requesting additional

space or adding additional equipment may require IDS to resubmit the Application with an Application Fee.

6.4.3 Application Modifications (Kentucky). If a modification or revision is made to any information in the Bona Fide Application for Physical Collocation or the Bona Fide Application for Adjacent Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of IDS or necessitated by technical considerations, BellSouth will respond to the Bona Fide Application within thirty (30) calendar days after BellSouth receives such revised Application or at such other date as the Parties agree. If, at any time, BellSouth needs to reevaluate IDS' Bona Fide Application as a result of changes requested by IDS to CLEC's original Application, then BellSouth will charge IDS a Subsequent Application Fee. Major changes such as requesting additional space or adding additional equipment may require IDS to resubmit the Application with an Application Fee.

6.4.4 Application Modifications (Mississippi). If a modification or revision is made to any information in the Bona Fide Application for Physical Collocation or the Bona Fide Application for Adjacent Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of IDS or necessitated by technical considerations, BellSouth will respond to the Bona Fide Application within thirty (30) business days after BellSouth receives such revised Application or at such other date as the Parties agree. If, at any time, BellSouth needs to reevaluate IDS' Bona Fide Application as a result of changes requested by IDS to CLEC's original Application, then BellSouth will charge IDS a Subsequent Application Fee. Major changes such as requesting additional space or adding additional equipment may require IDS to resubmit the Application with an Application Fee.

6.4.5 Application Modifications (Louisiana). If a modification or revision is made to any information in the Bona Fide Application for Physical Collocation or the Bona Fide Application for Adjacent Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of IDS or necessitated by technical considerations, BellSouth will respond to the Bona Fide Application within thirty (30) calendar days after BellSouth receives such revised application or at such other date as the Parties agree. BellSouth will respond to such modifications or revisions within 30 calendar days for one to ten revised Applications; 35 calendar days for eleven to twenty revised Applications; and for requests of more than twenty revised Applications it is increased by five calendar days for every five revised Applications received within five business days. If, at any time, BellSouth needs to reevaluate IDS' Bona Fide Application as a result of changes requested by IDS to CLEC's original application, then BellSouth will charge IDS a Subsequent Application Fee. Major changes such as requesting additional space or adding additional equipment may require IDS to resubmit the application with an Application Fee.

6.5 Bona Fide Firm Order. In Alabama, Georgia, North Carolina, and Tennessee, IDS shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Physical Expanded Interconnection Firm Order document ("Firm Order") to BellSouth. A Firm Order shall be considered Bona Fide when IDS has completed the Application/Inquiry process described in Section 6.2, preceding, and has submitted the Firm Order document indicating acceptance of the Application Response provided by BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than seven (7) calendar days after BellSouth's Application Response to IDS' Bona Fide Application, unless BellSouth provides an Application Response on or before the ten-day response interval set forth in section 2.1, in which case IDS must submit its Bona Fide Firm Order to BellSouth within seventeen (17) calendar days of BellSouth's receipt of the Bona Fide Application. If IDS fails to submit its Bona Fide Firm Order to BellSouth within the time frames set forth above, the provisioning intervals set forth in section 6.6 shall apply from the date of receipt of the Bona Fide Firm Order and not from the date of the Bona Fide Application. If IDS fails to submit a Bona Fide Firm Order within fifteen (15) days of receipt of An Application Response, the Application will expire.

6.5.1 Bona Fide Firm Order. Except as otherwise provided, In all States that have ordered provisioning intervals but not addressed Firm Order intervals, the following shall apply. IDS shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Physical Expanded Interconnection Firm Order document ("Firm Order") to BellSouth. A Firm Order shall be considered Bona Fide when IDS has completed the Application/Inquiry process described in Section 6.2, preceding and has submitted the Firm Order document indicating acceptance of the Application Response provided by BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) calendar days (in Mississippi 30 business days) after BellSouth's Application Response to IDS' Bona Fide Application or the Application will expire.

6.5.2 Bona Fide Firm Order (Kentucky). IDS shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Physical Expanded Interconnection Firm Order document ("Firm Order") to BellSouth. A Firm Order shall be considered Bona Fide when IDS has completed the Application/Inquiry process described in Section 6.2, preceding and has submitted the Firm Order document indicating acceptance of the Application Response provided by BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) calendar days after BellSouth's Application Response to IDS' Bona Fide Application or the Application will expire.

6.5.3 BellSouth will establish a firm order date based upon the date BellSouth is in receipt of a Bona Fide Firm Order. BellSouth will acknowledge the receipt of IDS' Bona Fide Firm Order within seven (7) calendar days of receipt indicating that the Bona Fide Firm Order has been received. A BellSouth response to a Bona Fide Firm Order will include a Firm Order Confirmation containing the firm order date. No revisions will be made to a Bona Fide Firm Order.

6.5.4 BellSouth will permit one accompanied site visit to IDS' designated collocation arrangement location after receipt of the Bona Fide Firm Order without charge to IDS.

6.5.5 IDS must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to the BellSouth Premises a minimum of 30 calendar days prior to the date IDS desires access to the Collocation Space. IDS may submit such a request at any time subsequent to BellSouth's receipt of the Bona Fide Firm Order. In the event IDS desires access to the Collocation Space after submitting such a request but prior to access being approved, BellSouth shall permit IDS to access the Collocation Space, accompanied by a security escort at IDS' expense. IDS must request escorted access at least three (3) business days prior to the date such access is desired.

6.6 Construction and Provisioning Interval. In Alabama, Georgia, North Carolina, and Tennessee, BellSouth will complete construction for collocation arrangements within a maximum of 90 calendar days from receipt of an Application or as agreed to by the Parties. Under extraordinary conditions, BellSouth may elect to renegotiate an alternative provisioning interval with IDS or seek a waiver from this interval from the Commission. Examples of extraordinary conditions include, but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length.

6.6.1 Construction and Provisioning Interval (Florida). BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of 90 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. For changes to collocation space after initial space completion, BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of 45 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. If BellSouth does not believe that construction will be completed within the relevant time frame and BellSouth and IDS cannot agree upon a completion date, within 45 calendar days of receipt of the Bona Fide Firm Order for an initial request, and within 30 calendar days for Augmentations, BellSouth may seek an extension from the Florida PSC.

6.6.2 Construction and Provisioning Interval (Louisiana). BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of 120 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). BellSouth will complete construction of all other Collocation Space ("extraordinary conditions") within 180 calendar days of the receipt of a Bona Fide Firm Order. Examples of extraordinary conditions include but are not limited to, extended license or permitting intervals;

major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length.

6.6.3 Construction and Provisioning Interval (Mississippi). Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of 120 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will complete construction of all other Collocation Space ("extraordinary conditions") within 180 calendar days of the receipt of a Bona Fide Firm Order. Examples of extraordinary conditions include but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length.

6.6.4 Construction and Provisioning Interval (Kentucky). Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will use best efforts to complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of 90 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will use best efforts to complete construction of all other Collocation Space ("extraordinary conditions") within 130 calendar days of the receipt of a Bona Fide Firm Order. Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length.

6.6.5 Construction and Provisioning Interval (South Carolina). BellSouth will complete the construction and provisioning activities for cageless and caged collocation arrangements as soon as possible, but no later than 90 calendar days from receipt of a bona fide firm order.

6.7 Joint Planning. Joint planning between BellSouth and IDS will commence within a maximum of twenty (20) calendar days from BellSouth's receipt of a Bona Fide Firm Order. BellSouth will provide the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Bona Fide Application

and affirmed in the Bona Fide Firm Order. The Collocation Space completion time period will be provided to IDS during joint planning.

6.8 Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within ten (10) calendar days of the completion of finalized construction designs and specifications.

6.9 Acceptance Walk Through. IDS will contact BellSouth within seven (7) days of collocation space being ready to schedule an acceptance walk through of each Collocation Space requested from BellSouth by IDS. BellSouth will correct any deviations to IDS' original or jointly amended requirements within seven (7) calendar days after the walk through, unless the Parties jointly agree upon a different time frame.

6.10 Use of BellSouth Certified Supplier. IDS shall select a supplier which has been approved as a BellSouth Certified Supplier to perform all engineering and installation work. IDS and IDS' BellSouth Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564. In some cases, IDS must select separate BellSouth Certified Suppliers for transmission equipment, switching equipment and power equipment. BellSouth shall provide IDS with a list of BellSouth Certified Suppliers upon request. The BellSouth Certified Supplier(s) shall be responsible for installing IDS' equipment and components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and IDS upon successful completion of installation, etc. The BellSouth Certified Supplier shall bill IDS directly for all work performed for IDS pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Supplier. BellSouth shall consider certifying IDS or any supplier proposed by IDS. All work performed by or for IDS shall conform to generally accepted industry guidelines and standards.

6.11 Alarm and Monitoring. BellSouth shall place environmental alarms in the Premises for the protection of BellSouth equipment and facilities. IDS shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service IDS' Collocation Space. Upon request, BellSouth will provide IDS with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by IDS. Both Parties shall use best efforts to notify the other of any verified environmental hazard known to that Party.

6.12 Basic Telephone Service. Upon request of IDS, BellSouth will provide basic telephone service to the Collocation Space under the rates, terms and conditions of the current tariff offering for the service requested.

6.13 Virtual to Physical Collocation Relocation. In the event physical Collocation Space was previously denied at a location due to technical reasons or space limitations, and that physical Collocation Space has subsequently become available, IDS may relocate

its virtual collocation arrangements to physical collocation arrangements and pay the appropriate non-recurring fees for physical collocation and for the rearrangement or reconfiguration of services terminated in the virtual collocation arrangement, as outlined in the appropriate BellSouth tariffs. In the event that BellSouth knows when additional space for physical collocation may become available at the location requested by IDS, such information will be provided to IDS in BellSouth's written denial of physical collocation. To the extent that (i) physical Collocation Space becomes available to IDS within 180 calendar days of BellSouth's written denial of IDS' request for physical collocation, (ii) BellSouth had knowledge that the space was going to become available, and (iii) IDS was not informed in the written denial that physical Collocation Space would become available within such 180 calendar days, then IDS may transition its virtual collocation arrangement to a physical collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual collocation. IDS must arrange with a BellSouth Certified Supplier for the relocation of equipment from its virtual Collocation Space to its physical Collocation Space and will bear the cost of such relocation.

6.14 Cancellation. If, at anytime prior to space acceptance, IDS cancels its order for the Collocation Space(s), IDS will reimburse BellSouth in the following manner: BellSouth will ascertain how far preparation work has progressed. IDS will be billed the applicable non recurring rate for any and all work processes for which work has begun.

6.15 Licenses. IDS, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to occupy the Collocation Space.

6.16 Environmental Compliance. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified as Exhibit B attached hereto.

7. Rates and Charges

7.1 BellSouth shall assess an Application Fee via a service order which shall be issued at the time BellSouth responds that space is available pursuant to section 2.1. Payment of said Application Fee will be due as dictated by IDS' current billing cycle and is non-refundable.

7.2 Space Preparation. Space preparation fees consist of a nonrecurring charge for Firm Order Processing and monthly recurring charges for Central Office Modifications, assessed per arrangement, per square foot, and Common Systems Modifications, assessed per arrangement, per square foot for cageless and per cage for caged collocation. IDS shall remit payment of the nonrecurring Firm Order Processing Fee coincident with submission of a Bona Fide Firm Order. The recurring charges for space preparation apply beginning on the date on which BellSouth releases the Collocation Space for occupancy or on the date IDS first occupies the Collocation

Space, whichever is sooner. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event IDS opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to IDS as prescribed in Section 7.6.

7.3 Space Preparation Fee in Florida. Space preparation fees include a nonrecurring charge for Firm Order Processing and monthly recurring charges for Central Office Modifications, assessed per arrangement, per square foot, and Common Systems Modifications, assessed per arrangement, per square foot for cageless and per cage for caged collocation. IDS shall remit payment of the nonrecurring Firm Order Processing Fee coincident with submission of a Bona Fide Firm Order. The recurring charges for space preparation apply beginning on the date on which BellSouth releases the Collocation Space for occupancy or on the date IDS first occupies the Collocation Space, whichever is sooner. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event IDS opts for cageless space, space preparation fees will be assessed based on the total floor space dedicated to IDS as prescribed in Section 7.6

7.4 Space Preparation Fee in Georgia. In Georgia, the Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers a portion of costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, power, building and support systems. This is a set fee of $100 per square foot as established by the Georgia Public Service Commission Order in Docket No. 7061-U. In the event IDS opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to IDS as prescribed in Section 7.7.

7.5 Space Preparation Fee in North Carolina. In North Carolina, space preparation fees consist of monthly recurring charges for Central Office Modifications, assessed per arrangement, per square foot; Common Systems Modifications, assessed per arrangement, per square foot for cageless and per cage for caged collocation; and Power, assessed per the nominal –48V DC ampere requirements specified by IDS on the Bona Fide Application. The space preparation charges apply beginning on the date on which BellSouth releases the Collocation Space for occupancy or on the date IDS first occupies the Collocation Space, whichever is sooner. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event IDS opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to IDS as described in Section 7.7.

7.6 Cable Installation. Cable Installation Fee(s) are assessed per entrance cable placed.

7.7 Floor Space. The Floor Space Charge includes reasonable charges for lighting, HVAC, and other allocated expenses associated with maintenance of the Premises but

does not recover any power-related costs incurred by BellSouth. When the Collocation Space is enclosed, IDS shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, IDS shall pay floor space charges based upon the following floor space calculation: [(depth of the equipment lineup in which the rack is placed) + (0.5 x maintenance aisle depth) + (0.5 x wiring aisle depth)] X (width of rack and spacers). For purposes of this calculation, the depth of the equipment lineup shall consider the footprint of equipment racks plus any equipment overhang. BellSouth will assign unenclosed Collocation Space in conventional equipment rack lineups where feasible. In the event IDS' collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, IDS shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement. Floor space charges are due beginning with the date on which BellSouth releases the Collocation Space for occupancy or on the date IDS first occupies the Collocation Space, whichever is sooner.

7.8 Power. BellSouth shall make available –48 Volt (-48V) DC power for IDS' Collocation Space at a BellSouth Power Board or BellSouth Battery Distribution Fuse Bay ("BDFB") at IDS' option within the Premises.

7.8.1 Recurring charges for -48V DC power will be assessed per ampere per month based upon the BellSouth Certified Supplier engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and common cable rack to IDS' equipment or space enclosure. When obtaining power from a BDFB, fuses and power cables (A&B) must be engineered (sized), and installed by IDS' BellSouth Certified Supplier. When obtaining power from a BellSouth power board, power cables (A&B) must be engineered (sized), and installed by IDS' BellSouth Certified power Supplier. IDS is responsible for contracting with a BellSouth Certified Supplier for power distribution feeder cable runs from a BellSouth BDFB or power board to IDS' equipment. Determination of the BellSouth BDFB or BellSouth power board as the power source will be made at BellSouth's sole, but reasonable, discretion. The BellSouth Certified Supplier contracted by IDS must provide BellSouth a copy of the engineering power specification prior to the day on which IDS' equipment becomes operational ("Commencement Date"). BellSouth will provide the common power feeder cable support structure between the BellSouth BDFB or power board and IDS' arrangement area. IDS shall contract with a BellSouth Certified Supplier who will be responsible for the following: dedicated power cable support structure within IDS' arrangement; power cable feeds; terminations of cable. Any terminations at a BellSouth power board must be performed by a BellSouth Certified power Supplier. IDS shall comply with all applicable National Electric Code (NEC), BellSouth TR73503, Telcordia (BellCore) and ANSI Standards regarding power cabling.

7.8.2 If BellSouth has not previously invested in power plant capacity for collocation at a specific site, IDS has the option to add its own dedicated power plant; provided, however, that such work shall be performed by a BellSouth Certified Supplier who

shall comply with BellSouth's guidelines and specifications. Where the addition of IDS' dedicated power plant results in construction of a new power plant room, upon termination of IDS' right to occupy collocation space at such site, IDS shall have the right to remove its equipment from the power plant room, but shall otherwise leave the room intact.

7.8.3 If IDS elects to install its own DC Power Plant, BellSouth shall provide AC power to feed IDS' DC Power Plant. Charges for AC power will be assessed per breaker ampere per month. Rates include the provision of commercial and standby AC power. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized), and installed by IDS' BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. IDS' BellSouth Certified Supplier must also provide a copy of the engineering power specification prior to the Commencement Date. Charges for AC power shall be assessed pursuant to the rates specified in Exhibit A. AC power voltage and phase ratings shall be determined on a per location basis. At IDS' option, IDS may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.

7.9 Security Escort. A security escort will be required whenever IDS or its approved agent desires access to the entrance manhole or must have access to the Premises after the one accompanied site visit allowed pursuant to Section 6.6.2 prior to completing BellSouth's Security Training requirements and/or prior to Space Acceptance. Rates for a security escort are assessed according to the schedule appended hereto as Exhibit A beginning with the scheduled escort time. BellSouth will wait for one-half (1/2) hour after the scheduled time for such an escort and IDS shall pay for such half-hour charges in the event IDS fails to show up.

7.10 Cable Record charges. These charges apply for work required to build cable records in company systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records.

7.11 Rate "True-Up". The Parties agree that the prices reflected as interim herein shall be "trued-up" (up or down) based on final prices either determined by further agreement or by an effective order, in a proceeding involving BellSouth before the regulatory authority for the state in which the services are being performed or any other body having jurisdiction over this Agreement (hereinafter "Commission"). Under the "true-up" process, the interim price for each service shall be multiplied by the volume of that service purchased to arrive at the total interim amount paid for that service ("Total Interim Price"). The final price for that service shall be multiplied by the volume purchased to arrive at the total final amount due ("Total Final Price"). The Total Interim Price shall be compared with the Total Final Price. If the Total Final Price is more than the Total Interim Price, IDS shall pay the difference to BellSouth. If the Total Final Price is less than the Total Interim Price, BellSouth shall pay the difference to IDS. Each Party shall keep its own records upon which a "true-up" can be based and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as

between the records or the Parties regarding the amount of such "true-up," the Parties agree that the Commission shall be called upon to resolve such differences.

7.12 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the Parties upon request by either Party. Payment of all other charges under this Attachment shall be due thirty as dictated by IDS' current billing cycle. IDS will pay a late payment charge as specified in the current State Tariff.

8. Insurance

8.1 IDS shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section 8 and underwritten by insurance companies licensed to do business in the states applicable under this Attachment and having a Best's Insurance Rating of A-.

8.2 IDS shall maintain the following specific coverage:

8.2.1 Commercial General Liability coverage in the amount of ten million dollars ($10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars ($10,000,000.00). BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.

8.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars ($100,000.00) each accident, one hundred thousand dollars ($100,000.00) each employee by disease, and five hundred thousand dollars ($500,000.00) policy limit by disease.

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

8.2.4 IDS may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.

8.3 The limits set forth in Section 8.2 above may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) days notice to IDS to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.

8.4 All policies purchased by IDS shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Premises and shall remain in effect for the term of this Attachment or until all IDS' property has been removed from BellSouth's Premises, whichever period is longer. If IDS fails to

maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from IDS.

8.5 IDS shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) business days prior to the commencement of any work in the Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. IDS shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from IDS' insurance company. IDS shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:

BellSouth Telecommunications, Inc.
Attn.: Risk Management Coordinator
17H53 BellSouth Center
675 W. Peachtree Street
Atlanta, Georgia 30375

8.6 IDS must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.

8.7 Self-Insurance. If IDS' net worth exceeds five hundred million dollars ($500,000,000), IDS may elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 8.2.1 and 8.2.2. IDS shall provide audited financial statements to BellSouth thirty (30) days prior to the commencement of any work in the Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to IDS in the event that self-insurance status is not granted to IDS. If BellSouth approves IDS for self-insurance, IDS shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of IDS' corporate officers. The ability to self-insure shall continue so long as the IDS meets all of the requirements of this Section. If the IDS subsequently no longer satisfies this Section, IDS is required to purchase insurance as indicated by Sections 8.2.1 and 8.2.2.

8.8 The net worth requirements set forth in Section 8.7 may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) days' notice to IDS to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.

8.9 Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.

9. Mechanics Liens

9.1 If any mechanics lien or other liens shall be filed against property of either Party (BellSouth or IDS), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or

for the other Party or by reason of any changes, or additions to said property made at the request or under the direction of the other Party, the other Party directing or requesting those changes shall, within thirty (30) business days after receipt of written notice from the Party against whose property said lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. The Party causing said lien to be placed against the property of the other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.

10. Inspections

10.1 BellSouth may conduct an inspection of IDS' equipment and facilities in the Collocation Space(s) prior to the activation of facilities between IDS' equipment and equipment of BellSouth. BellSouth may conduct an inspection if IDS adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide IDS with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by BellSouth.

11. Security and Safety Requirements

11.1 The security and safety requirements set forth in this section are as stringent as the security requirements BellSouth maintains at its own premises either for their own employees or for authorized contractors. Only BellSouth employees, BellSouth Certified Contractors and authorized employees, authorized Guests, pursuant to Section 3.4, preceding, or authorized agents of IDS will be permitted in the BellSouth Premises. IDS shall provide its employees and agents with picture identification which must be worn and visible at all times while in the Collocation Space or other areas in or around the Premises. The photo Identification card shall bear, at a minimum, the employee's name and photo, and the IDS name. BellSouth reserves the right to remove from its premises any employee of IDS not possessing identification issued by IDS or who have violated any of BellSouth's policies as outlined in the CLEC Security Training documents. IDS shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises. IDS shall be solely responsible for ensuring that any Guest of IDS is in compliance with all subsections of this Section 11.

11.1.1 IDS will be required, at its own expense, to conduct a statewide investigation of criminal history records for each IDS employee being considered for work on the BellSouth Premises, for the states/counties where the IDS employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable. IDS shall not be required to perform this investigation if an affiliated company of IDS has performed an investigation of the IDS employee seeking access, if such investigation meets the

criteria set forth above. This requirement will not apply if IDS has performed a pre-employment statewide investigation of criminal history records, or where state law does not permit an investigation of the applicable counties for the IDS employee seeking access, for the states/counties where the IDS employee has worked and lived for the past five years.

11.1.2 IDS will be required to administer to their personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth.

11.1.3 IDS shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. IDS shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse building access to any IDS personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that IDS chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, IDS may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).

11.1.4 IDS shall not knowingly assign to the BellSouth Premises any individual who was a former employee of BellSouth and whose employment with BellSouth was terminated for a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.

11.1.5 IDS shall not knowingly assign to the BellSouth Premises any individual who was a former contractor of BellSouth and whose access to a BellSouth Premises was revoked due to commission of a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.

11.1.6 For each IDS employee requiring access to a BellSouth Premises pursuant to this Attachment, IDS shall furnish BellSouth, prior to an employee gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, IDS will disclose the nature of the convictions to BellSouth at that time. In the alternative, IDS may certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.

11.1.7 At BellSouth's request, IDS shall promptly remove from BellSouth's Premises any employee of IDS BellSouth does not wish to grant access to its premises 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation in the event that an employee of IDS is found interfering with the property or personnel of BellSouth or another CLEC, provided that an investigation shall promptly be commenced by BellSouth.

11.2 Notification to BellSouth. BellSouth reserves the right to interview IDS' employees, agents, or contractors in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another CLEC's property or personnel, provided that BellSouth shall provide reasonable notice to IDS' Security contact of such interview. IDS and its contractors shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving IDS' employees, agents, or contractors. Additionally, BellSouth reserves the right to bill IDS for all reasonable costs associated with investigations involving its employees, agents, or contractors if it is established and mutually agreed in good faith that IDS' employees, agents, or contractors are responsible for the alleged act. BellSouth shall bill IDS for BellSouth property which is stolen or damaged where an investigation determines the culpability of IDS' employees, agents, or contractors and where IDS agrees, in good faith, with the results of such investigation. IDS shall notify BellSouth in writing immediately in the event that the CLEC discovers one of its employees already working on the BellSouth premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from BellSouth Premises, any employee found to have violated the security and safety requirements of this section. IDS shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises.

11.3 Use of Supplies. Unauthorized use of telecommunications equipment or supplies by either Party, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.

11.4 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on the BellSouth Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.

11.5 Accountability. Full compliance with the Security requirements of this section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.

12. Destruction of Collocation Space

12.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for IDS' permitted use hereunder, then either Party may elect within ten (10) business days after such damage, to terminate occupancy of the damaged Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for IDS' permitted use, or is damaged and the option to

terminate is not exercised by either Party, BellSouth covenants and agrees to proceed promptly without expense to IDS, except for improvements not the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. IDS may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that a BellSouth Certified Contractor is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Vendor. If IDS' acceleration of the project increases the cost of the project, then those additional charges will be incurred by IDS. Where allowed and where practical, IDS may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, IDS shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for IDS' permitted use, until such Collocation Space is fully repaired and restored and IDS' equipment installed therein (but in no event later than thirty (30) business days after the Collocation Space is fully repaired and restored). Where IDS has placed an Adjacent Arrangement pursuant to Section 3.5, IDS shall have the sole responsibility to repair or replace said Adjacent Arrangement provided herein. Pursuant to this section, BellSouth will restore the associated services to the Adjacent Arrangement.

13. Eminent Domain

13.1 If the whole of a Collocation Space or Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate with respect to such Collocation Space or Adjacent Arrangement as of the day possession shall be taken by such public authority and rent and other charges for the Collocation Space or Adjacent Arrangement shall be paid up to that day with proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Collocation Space or Adjacent Arrangement shall be taken under eminent domain, BellSouth and IDS shall each have the right to terminate this Attachment with respect to such Collocation Space or Adjacent Arrangement and declare the same null and void, by written notice of such intention to the other Party within ten (10) business days after such taking.

14. Nonexclusivity

14.1 IDS understands that this Attachment is not exclusive and that BellSouth may enter into similar agreements with other Parties. Assignment of space pursuant to all such agreements shall be determined by space availability and made on a first come, first served basis.

EXHIBIT A: BELLSOUTH/IDS RATES – ALABAMA PHYSICAL COLLOCATION

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

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	$3,760.00
PE1CA	Subsequent Application Fee	Per request	NA	$3,134.00 Minimum
	Space Preparation Fees			
PE1SJ	Firm Order Processing*			$1,211.00
PE1SK	Central Office Modifications*	Per sq. ft.	$2.24	
PE1SL	Common Systems Modifications – Cageless*	Per sq. ft.	$3.01	
PE1SM	Common Systems Modifications – Caged*	Per cage	$102.16	
	Space Enclosure (100 sq. ft. minimum)			
PE1BW	Welded Wire-mesh	Per first 100 sq. ft.	$178.65	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	$17.52	NA
PE1PJ	Floor Space	Per sq. ft.	$3.68	NA
PE1BD	Cable Installation	Per cable	NA	$1,751.00
PE1PM	Cable Support Structure	Per entrance cable	$19.67	NA
	Power			
PE1PL	-48V DC Power*	Per amp	$9.00	NA
PE1FB	120V AC Power single phase*	Per breaker amp	$5.63	-
PE1FD	240V AC Power single phase*	Per breaker amp	$11.26	-
PE1FE	120V AC Power three phase*	Per breaker amp	$16.89	-
PE1FG	277 AC Power three phase*	Per breaker amp	$38.99	-
	Cross Connects	Per cross connect		First/Add'l
PE1P2	2-wire		$.31	$33.68/$31.79
PE1P4	4-wire		$.62	$33.63/$31.67
PE1P1	DS-1		$1.28	$52.93/$39.87
PE1P3	DS-3		$16.27	$51.99/$38.59
PE1F2	2-fiber		$3.23	$52.00/$38.60
PE1F4	4-fiber		$5.73	$64.54/$51.14

ALABAMA (continued)				
USOC	**Rate Element Description**	**Unit**	**Recurring Rate (RC)**	**Non-Recurring Rate (NRC)**
PE1AX	Security Access System Security System*	Per central office	$52.27	
PE1A1	New Access Card Activation*	Per card	$.059	$55.57
PE1AA	Administrative change, existing card*	Per card		$15.58
PE1AR	Replace lost or stolen card*	Per card		$45.56
PE1AK	Initial Key	Per key	NA	$26.19
PE1AL	Replace lost or stolen key	Per key	NA	$26.19
PE1SR	Space Availability Report*	Per premises requested		$2,150.00
	POT Bay Arrangements *Prior to 6/1/99*	Per cross connect		
PE1PE	2-Wire Cross-Connect		$0.08	NA
PE1PF	4-Wire Cross-Connect		$0.17	NA
PE1PG	DS1 Cross-Connect		$0.69	NA
PE1PH	DS3 Cross-Connect		$4.74	NA
PE1B2	2-Fiber Cross-Connect		$32.02	NA
PE1B4	4-Fiber Cross-Connect		$40.48	NA
	Cable Records[1]			**Note 2** Initial/Subsequent
PE1CR	Cable Records	Per request	NA	$1708/$1166
PE1CD	VG/DS0 Cable	Per cable record	NA	$923.51/$923.51
PE1CO	VG/DS0 Cable	Per each 100 pair	NA	$18.02/$18.02
PE1C1	DS1	Per T1TIE	NA	$8.44/$8.44
PE1C3	DS3	Per T3TIE	NA	$29.53/$29.53
PE1CB	Fiber Cable	Per cable record	NA	$278.95/$278.95

ALABAMA (continued)				
USOC	**Rate Element Description**	**Unit**	**Recurring Rate (RC)**	**Non-Recurring Rate (NRC)**
	Security Escort	Per half hr/add'l half hr		
PE1BT	Basic Time		NA	$33.85/$21.45
PE1OT	Overtime		NA	$44.09/$27.71
PE1PT	Premium Time		NA	$54.33/$33.96

Note(s):

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

Note1: Cable records charges apply for work required to build cable records in company systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records.

Note 2: The initial charge applies when the cables are first installed and inventoried. The subsequent charge applies when additional cables are installed and inventoried at the same location.

EXHIBIT A: BELLSOUTH/IDS RATES – FLORIDA PHYSICAL COLLOCATION

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request		$3,791.00
PE1CA	Subsequent Application Fee	Per request	NA	$3,160.00
	Space Preparation Fees			
PE1SJ	Firm Order Processing			$1,211.00
PE1SK	Central Office Modifications	Per sq. ft.	$2.58	
PE1SL	Common Systems Modifications – Cageless	Per sq. ft.	$2.96	
PE1SM	Common Systems Modifications – Caged	Per cage	$100.66	
	Space Enclosure (100 sq. ft. minimum)			
PE1BW	Wire Cage	Per first 100 sq. ft.	$205.93	NA
PE1CW	Wire Cage	Per add'l 50 sq. ft.	$20.20	NA
PE1PJ	Floor Space	Per sq. ft.	$6.57	NA
PE1BD	Cable Installation	Per cable		$1,826.00
PE1PM	Cable Support Structure		$21.66	NA
	Power			
PE1PL	-48V DC Power	Per amp	$8.86	NA
PE1FB	120V AC Power single phase	Per breaker amp	$5.62	-
PE1FD	240V AC Power single phase	Per breaker amp	$11.26	-
PE1FE	120V AC Power three phase	Per breaker amp	$16.88	-
PE1FG	277 AC Power three phase	Per breaker amp	$38.98	-
	Cross Connects			First/Add'l
	2-wire	Per cross connect	$.074	$34.53/$32.51
	4-wire	Per cross connect	$.148	$34.54/$32.53
	DS1	Per cross connect	$1.29	$54.15/$40.94
	DS3	Per cross connect	$17.48	$53.28/$39.65
	2-fiber	Per cross connect	$2.96	$53.28/$39.66
	4-fiber	Per cross connect	$5.66	$66.08/$52.47

FLORIDA (continued)				
USOC	**Rate Element Description**	**Unit**	**Recurring Rate (RC)**	**Non-Recurring Rate (NRC)**
PE1AX	Security Access System Security System	Per premises	$89.48	
PE1A1	New Access Card Activation	Per card	$.06	$56.03
PE1AA	Administrative change, existing card	Per card		$15.71
PE1AR	Replace lost or stolen card	Per card		$45.93
PE1AK	Initial Key	Per key	NA	$26.41
PE1AL	Replace lost or stolen key	Per key	NA	$26.41
PE1SR	Space Availability Report	Per premises requested		$2,168.00
	POT Bay **(Note 1)**		NA	NA
	Cable Records[2]			**Note 3**
				initial/subsequent
PE1CR	Cable Records	Per request	NA	$1709/$1166
PE1CD	VG/DS0 Cable	Per cable record	NA	$923.86/$923.86
PE1CO	VG/DS0 Cable	Per each 100 pair	NA	$18.03/$18.03
PE1C1	DS1	Per T1TIE	NA	$8.44/$8.44
PE1C3	DS3	Per T3TIE	NA	$29.54/$29.54
PE1CB	Fiber Cable	Per cable record	NA	$279.05/$279.05
	Security Escort	Per ¼ hour		
PE1BQ	Basic Time		NA	$10.89
PE1OQ	Overtime		NA	$13.64
PE1PQ	Premium Time		NA	$16.40

Note(s):

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

(1) **POT Bays**: BellSouth's Florida specific rates were established in the Florida Public Service Commission Docket No. 960833. The Commission did not set permanent rates for POT Bays, given the assumption by the Parties to the Proceeding that they will always provide their own POT Bays. It will be necessary for IDS to provide its own POT Bays per BellSouth specifications and provide the necessary information from which BellSouth can inventory.

(2) Cable records charges apply for work required to build cable records in company systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records.

(3) The initial charge applies when the cables are first installed and inventoried. The subsequent charge applies when additional cables are installed and inventoried at the same location.

EXHIBIT A: BELLSOUTH/IDS RATES – GEORGIA
PHYSICAL COLLOCATION

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

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	$3,755.00
PE1CA	Subsequent Application Fee	Per request	NA	$3,130.00 Minimum
PE1BB	Space Preparation Fee **(Note 2)**	Per sq. ft.	NA	$100.00
	Space Enclosure (100 sq. ft. minimum)			
PE1BW	Welded Wire-mesh	Per first 100 sq. ft.	$187.36	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	$18.38	NA
	Floor Space			
PE1PJ	Zone A	Per sq. ft.	$4.47	NA
PE1PK	Zone B	Per sq. ft.	$4.47	NA
PE1BD	Cable Installation	Per cable	NA	$1,693.00
PE1PM	Cable Support Structure	Per entrance cable	$19.26	NA
	Power			
PE1PL	-48V DC Power	Per amp	$5.00	NA
PE1FB	120V AC Power single phase*	Per breaker amp	$5.52	-
PE1FD	240V AC Power single phase*	Per breaker amp	$11.05	-
PE1FE	120V AC Power three phase*	Per breaker amp	$16.58	-
PE1FG	277 AC Power three phase*	Per breaker amp	$38.27	-
	Cross Connects	Per cross connect		First/Add'l
PE1P2	2-wire		$0.31	$33.76/$31.86
PE1P4	4-wire		$0.61	$33.77/$31.80
PE1P1	DS-1		$1.13	$53.05/$39.99
PE1P3	DS-3		$14.43	$52.14/$38.71
PE1F2	2-fiber		$2.86	$52.14/$38.72
PE1F4	4-fiber		$5.08	$64.74/$51.31

GEORGIA (continued)				
USOC	**Rate Element Description**	**Unit**	**Recurring Rate (RC)**	**Non-Recurring Rate (NRC)**
PE1AX	Security Access System Security System*	Per premises	$40.00	
PE1A1	New Access Card Activation*	Per card	$.058	$55.51
PE1AA	Administrative change, existing card*	Per card		$15.56
PE1AR	Replace lost or stolen card*	Per card		$45.50
PE1AK	Initial Key	Per key	NA	$26.16
PE1AL	Replace lost or stolen key	Per key	NA	$26.16
PE1SR	Space Availability Report*	Per premises requested		$2,148.00
	POT Bay Arrangements *Prior to 6/1/99*	Per cross-connect		
PE1PE	2-Wire Cross-Connect		$0.40	NA
PE1PF	4-Wire Cross-Connect		$1.20	NA
PE1PG	DS1 Cross-Connect		$1.20	NA
PE1PH	DS3 Cross-Connect		$8.00	NA
PE1B2	2 Fiber Cross-Connect		$38.79	NA
PE1B4	4 Fiber Cross-Connect		$52.31	NA
	Cable Records[1]			**Note 2**
				Initial/subsequent
PE1CR	Cable Records	Per request	NA	$1706/$1164
PE1CD	VG/DS0 Cable	Per cable record	NA	$922.38/$922.38
PE1CO	VG/DS0 Cable	Per each 100 pair	NA	$18.00/$18.00
PE1C1	DS1	Per T1TIE	NA	$8.43/$8.43
PE1C3	DS3	Per T3TIE	NA	$29.49/$29.49
PE1CB	Fiber Cable	Per cable record	NA	$278.61/$278.61
	Security Escort	Per half hr./Add'l half hr.		
PE1BT	Basic Time		NA	$33.81/$21.42
PE1OT	Overtime		NA	$44.03/$27.67
PE1PT	Premium Time		NA	$54.26/$33.92

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

Note (1) Cable records charges apply for work required to build cable records in company systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records.

Note 2: The initial charge applies when the cables are first installed and inventoried. The subsequent charge applies when additional cables are installed and inventoried at the same location.

EXHIBIT A: BELLSOUTH/IDS RATES – KENTUCKY PHYSICAL COLLOCATION

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

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	$3,761.00
PE1CA	Subsequent Application Fee	Per request	NA	$3,135.00 Minimum
	Space Preparation Fees			
PE1SJ	Firm Order Processing*			$1,202.00
PE1SK	Central Office Modifications*	Per sq. ft.	$2.38	
PE1SL	Common Systems Modifications – Cageless*	Per sq. ft.	$3.30	
PE1SM	Common Systems Modifications – Caged*	Per cage	$112.11	
	Space Enclosure (100 sq. ft. minimum)			
PE1BW	Welded Wire-mesh	Per first 100 sq. ft.	$189.85	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	$18.62	NA
PE1PJ	Floor Space	Per sq. ft.	$8.20	NA
PE1BD	Cable Installation	Per cable	NA	$1,755.00
PE1PM	Cable Support Structure	Per entrance cable	$20.14	NA
	Power			
PE1PL	-48V DC Power*	Per amp	$8.77	NA
PE1FB	120V AC Power single phase*	Per breaker amp	$5.58	-
PE1FD	240V AC Power single phase*	Per breaker amp	$11.16	-
PE1FE	120V AC Power three phase*	Per breaker amp	$16.74	-
PE1FG	277 AC Power three phase*	Per breaker amp	$38.65	-
	Cross Connects	Per cross connect		First/Add'l
PE1P2	2-wire		$0.037	$33.67/$31.78
PE1P4	4-wire		$0.075	$33.66/$31.70
PE1P1	DS-1		$1.51	$52.97/$39.90
PE1P3	DS-3		$19.15	$52.04/$38.62
PE1F2	2-fiber		$3.80	$52.04/$38.63
PE1F4	4-fiber		$6.75	$64.59/$51.18

KENTUCKY (continued)				
USOC	**Rate Element Description**	**Unit**	**Recurring Rate (RC)**	**Non-Recurring Rate (NRC)**
PE1AX	Security Access System Security System*	Per premises	$78.11	
PE1A1	New Access Card Activation	Per card	$.059	$55.59
PE1AA	Administrative change, existing card	Per card		$15.59
PE1AR	Replace lost or stolen card	Per card		$45.58
PE1AK	Initial Key	Per key	NA	$26.20
PE1AL	Replace lost or stolen key	Per key	NA	$26.20
PE1SR	Space Availability Report	Per premises requested		$2,151
	POT Bay Arrangements *Prior to 6/1/99*	Per cross-connect		
PE1PE	2-Wire Cross-Connect		$0.06	NA
PE1PF	4-Wire Cross-Connect		$0.15	NA
PE1PG	DS1 Cross-Connect		$0.58	NA
PE1PH	DS3 Cross-Connect		$4.51	NA
PE1B2	2 Fiber Cross-Connect		$38.79	NA
PE1B4	4 Fiber Cross-Connect		$52.31	NA
	Security Escort	Per half hr./Add'l half hr.		
PE1BT	Basic Time		NA	$33.86/$21.46
PE1OT	Overtime		NA	$44.10/$27.72
PE1PT	Premium Time		NA	$54.35/$33.97
	Cable Records[1]			**Note 2**
				Initial/subsequent
PE1CR	Cable Records	Per request	NA	$1709/1166
PE1CD	VG/DS0 Cable	Per cable record	NA	$923.83/$923.83
PE1CO	VG/DS0 Cable	Per each 100 pair	NA	$18.03/$18.03
PE1C1	DS1	Per T1TIE	NA	$8.44/$8.44
PE1C3	DS3	Per T3TIE	NA	$29.54/$29.54
PE1CB	Fiber Cable	Per cable record	NA	$279.05/$279.05

Note(s):

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

Note1: Cable records charges apply for work required to build cable records in company systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records.

Note 2: The initial charge applies when the cables are first installed and inventoried. The subsequent charge applies when additional cables are installed and inventoried at the same location.

EXHIBIT A: BELLSOUTH/IDS RATES – LOUISIANA PHYSICAL COLLOCATION

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

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	$3756.00
PE1CA	Subsequent Application Fee	Per request	NA	$3131.00 Minimum
	Space Preparation Fees			
PE1SJ	Firm Order Processing*			$1,200.00
PE1SK	Central Office Modifications*	Per sq. ft.	$2.60	
PE1SL	Common Systems Modifications – Cageless*	Per sq. ft.	$3.15	
PE1SM	Common Systems Modifications – Caged*	Per cage	$105.87	
	Space Enclosure (100 sq. ft. minimum)			
PE1BW	Welded Wire-mesh	Per first 100 sq. ft.	$207.06	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	$20.31	NA
PE1PJ	Floor Space	Per sq. ft.	$5.94	NA
PE1BD	Cable Installation	Per cable	NA	$1,753.00
PE1PM	Cable Support Structure	Per entrance cable	$21.16	NA
	Power			
PE1PL	-48V DC Power*	Per amp	$9.20	NA
PE1FB	120V AC Power single phase*	Per breaker amp	$5.66	-
PE1FD	240V AC Power single phase*	Per breaker amp	$11.34	-
PE1FE	120V AC Power three phase*	Per breaker amp	$17.00	-
PE1FG	277 AC Power three phase*	Per breaker amp	$39.26	-
	Cross Connects	Per cross connect		First/Add'l
PE1P2	2-wire		$0.036	$33.61/$31.76
PE1P4	4-wire		$0.073	$33.53/$31.58
PE1P1	DS-1		$1.20	$52.80/$39.76
PE1P3	DS-3		$15.26	$51.86/$38.49

LOUISIANA (continued)				
USOC	**Rate Element Description**	**Unit**	**Recurring Rate (RC)**	**Non-Recurring Rate (NRC)**
	Cross Connects (continued)	Per cross connect		First/Add'l
PE1F2	2-fiber		$3.03	$51.86/$38.49
PE1F4	4-fiber		$5.38	$64.36/$50.99
PE1AX	Security Access System Security System*	Per premises	$60.60	
PE1A1	New Access Card Activation*	Per card	$.060	$55.51
PE1AA	Administrative change, existing card*	Per card		$15.57
PE1AR	Replace lost or stolen card	Per card		$45.51
PE1AK	Initial Key	Per key	NA	$26.16
PE1AL	Replace lost or stolen key	Per key	NA	$26.16
PE1SR	Space Availability Report*	Per premises requested		$2,148
	POT Bay Arrangements *Prior to 6/1/99*	Per cross-connect		
PE1PE	2-Wire Cross-Connect		$0.0776	NA
PE1PF	4-Wire Cross-Connect		$0.1552	NA
PE1PG	DS1 Cross-Connect		$0.6406	NA
PE1PH	DS3 Cross-Connect		$4.75	NA
PE1B2	2 Fiber Cross-Connect		$47.44	NA
PE1B4	4 Fiber Cross-Connect		$63.97	NA
	Cable Records[1]			**Note 2** Initial/subsequent
PE1CR	Cable Records	Per request	NA	$1706/$1165
PE1CD	VG/DS0 Cable	Per cable record	NA	$922.51/$922.51
PE1CO	VG/DS0 Cable	Per each 100 pair	NA	$18.00/$18.00
PE1C1	DS1	Per T1TIE	NA	$8.43/$8.43
PE1C3	DS3	Per T3TIE	NA	$29.49/$29.49
PE1CB	Fiber Cable	Per cable record	NA	$278.65/$278.65

LOUISIANA (continued)				
USOC	**Rate Element Description**	**Unit**	**Recurring Rate (RC)**	**Non-Recurring Rate (NRC)**
	Security Escort	Per half hr./Add'l half hr.		
PE1BT	Basic Time		NA	$33.97/$21.53
PE1OT	Overtime		NA	$44.25/$27.81
PE1PT	Premium Time		NA	$54.53/$34.09

Note(s):

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

Note1: Cable records charges apply for work required to build cable records in company systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records.

Note 2: The initial charge applies when the cables are first installed and inventoried. The subsequent charge applies when additional cables are installed and inventoried at the same location.

EXHIBIT A: BELLSOUTH/IDS RATES – MISSISSIPPI PHYSICAL COLLOCATION

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

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	$3,755.00
PE1CA	Subsequent Application Fee	Per request	NA	$3,130.00 Minimum
	Space Preparation Fees			
PE1SJ	Firm Order Processing*			$1,200.00
PE1SK	Central Office Modifications*	Per sq. ft.	$2.61	
PE1SL	Common Systems Modifications – Cageless*	Per sq. ft.	$2.88	
PE1SM	Common Systems Modifications – Caged*	Per cage	$97.85	
	Space Enclosure(100 sq. ft. minimum)			
PE1BW	Welded Wire-mesh	Per first 100 sq. ft.	$208.30	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	$20.43	NA
PE1PJ	Floor Space	Per sq. ft.	$6.53	
PE1BD	Cable Installation	Per cable	NA	$1,871.00
PE1PM	Cable Support Structure	Per entrance cable	$19.90	NA
	Power			
PE1PL	-48V DC Power*	Per amp	$8.96	NA
PE1FB	120V AC Power single phase*	Per breaker amp	$5.61	-
PE1FD	240V AC Power single phase*	Per breaker amp	$11.23	-
PE1FE	120V AC Power three phase*	Per breaker amp	$16.84	-
PE1FG	277 AC Power three phase*	Per breaker amp	$38.89	-
	Cross Connects	Per cross connect		First/Add'l
PE1P2	2-wire		$.038	$33.65/$31.77
PE1P4	4-wire		$.076	$33.46/$31.52

MISSISSIPPI (continued)				
USOC	**Rate Element Description**	**Unit**	**Recurring Rate (RC)**	**Non-Recurring Rate (NRC)**
	Cross Connects (continued)	Per cross connect		First/Add'l
PE1P1	DS-1		$1.30	$52.73/$39.70
PE1P3	DS-3		$16.55	$51.78/$38.43
PE1F2	2-fiber		$3.28	$51.78/$38.43
PE1F4	4-fiber		$5.83	$64.27/$50.91
PE1AX	Security Access System Security System*	Per premises	$85.54	
PE1A1	New Access Card Activation*	Per card	$.061	$55.50
PE1AA	Administrative change, existing card*	Per card		$15.56
PE1AR	Replace lost or stolen card	Per card		$45.50
PE1AK	Initial Key	Per key	NA	$26.16
PE1AL	Replace lost or stolen key	Per key	NA	$26.16
PE1SR	Space Availability Report*	Per premises requested		$2,147.00
	POT Bay Arrangements *Prior to 6/1/99*	Per cross-connect		
PE1PE	2-Wire Cross-Connect		$0.1195	NA
PE1PF	4-Wire Cross-Connect		$0.2389	NA
PE1PG	DS1 Cross-Connect		$0.9862	NA
PE1PH	DS3 Cross-Connect		$5.81	NA
PE1B2	2 Fiber Cross-Connect		$38.79	NA
PE1B4	4 Fiber Cross-Connect		$52.31	NA
	Cable Records[1]			**Note 2**
				Initial/subsequent
PE1CR	Cable Records	Per request	NA	$1706/1164
PE1CD	VG/DS0 Cable	Per cable record	NA	$922.28/$922.28
PE1CO	VG/DS0 Cable	Per each 100 pair	NA	$18.00/$18.00
PE1C1	DS1	Per T1TIE	NA	$8.42/$8.42
PE1C3	DS3	Per T3TIE	NA	$29.49/$29.49
PE1CB	Fiber Cable	Per cable record	NA	$278.58/$278.58

MISSISSIPPI (continued)				
USOC	**Rate Element Description**	**Unit**	**Recurring Rate (RC)**	**Non-Recurring Rate (NRC)**
	Security Escort	Per half hr./Add'l half hr.		
PE1BT	Basic Time		NA	$33.80/$21.42
PE1OT	Overtime		NA	$44.03/$27.67
PE1PT	Premium Time		NA	$54.26/$33.92

Note(s):

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

Note1: Cable records charges apply for work required to build cable records in company systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records.

Note 2: The initial charge applies when the cables are first installed and inventoried. The subsequent charge applies when additional cables are installed and inventoried at the same location.

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

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

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee*	Per request	NA	$3,850.00
PE1CA	Subsequent Application Fee	Per request	NA	$3,119.00 Minimum
	Space Preparation Fees			
	Central Office Modification*	Per sq. ft.	$1.57	
	Common Systems Modification – Cageless*	Per sq. ft.	$3.26	
	Common Systems Modification – Caged*	Per cage	$110.79	
	Power*	Per nominal –48v DC Amp	$5.76	
	Space Enclosure (100 sq. ft. minimum)			
PE1BW	Welded Wire-mesh*	Per first 100 sq. ft.	$102.76	NA
PE1CW	Welded Wire-mesh*	Per add'l 50 sq. ft.	$10.44	NA
PE1PJ	Floor Space*	Per sq. ft.	$3.45	NA
PE1BD	Cable Installation*	Per cable	NA	$2,305.00
PE1PM	Cable Support Structure*	Per entrance cable	$21.33	NA
	Power			
PE1PL	-48V DC Power*	Per amp	$6.65	NA
PE1FB	120V AC Power single phase*	Per breaker amp	$5.50	-
PE1FD	240V AC Power single phase*	Per breaker amp	$11.01	-
PE1FE	120V AC Power three phase*	Per breaker amp	$16.51	-
PE1FG	277 AC Power three phase*	Per breaker amp	$38.12	-
	Cross Connects **(Note 1)**	Per cross connect		First/Add'l
PE1P2	2-wire*		$0.32	$41.78/$39.23
PE1P4	4-wire*		$0.64	$41.91/$39.25
PE1P1	DS-1*		$2.34	$71.02/$51.08
PE1P3	DS-3*		$42.84	$69.84/$49.43
PE1F2	2-fiber		$2.94	$51.97/$38.59
PE1F4	4-fiber		$5.62	$64.53/$51.15

NORTH CAROLINA (continued)				
USOC	**Rate Element Description**	**Unit**	**Recurring Rate (RC)**	**Non-Recurring Rate (NRC)**
PE1AX	Security Access System Security System*	Per premises	$41.03	
PE1A1	New Access Card Activation*	Per card	$.062	$55.30
PE1AA	Administrative change, existing card*	Per card		$15.51
PE1AR	Replace lost or stolen card	Per card		$45.34
PE1AK	Initial Key	Per key	NA	$26.18
PE1AL	Replace lost or stolen key	Per key	NA	$26.18
PE1SR	Space Availability Report*	Per premises requested		$2,140.00
	POT Bay Arrangements *Prior to 6/1/99*	Per cross-connect		
PE1PE	2-Wire Cross-Connect		$0.10	NA
PE1PF	4-Wire Cross-Connect		$0.19	NA
PE1PG	DS1 Cross-Connect		$0.79	NA
PE1PH	DS3 Cross-Connect		$4.85	NA
PE1B2	2 Fiber Cross-Connect		$45.30	NA
PE1B4	4 Fiber Cross-Connect		$61.09	NA
	Security Escort	Per half hr./Add'l half hr.		
PE1BT	Basic Time		NA	$42.92/$25.56
PE1OT	Overtime		NA	$54.51/$32.44
PE1PT	Premium Time		NA	$66.10/$39.32
	Cable Records[1]			**Note 2** Initial/subsequent
PE1CR	Cable Records	Per request	NA	$1707/$1165
PE1CD	VG/DS0 Cable	Per cable record	NA	$923.08/$923.08
PE1CO	VG/DS0 Cable	Per each 100 pair	NA	$18.02/$18.02
PE1C1	DS1	Per T1TIE	NA	$8.43/$8.43
PE1C3	DS3	Per T3TIE	NA	$29.51/$29.51
PE1CB	Fiber Cable	Per cable record	NA	$278.82/$278.82

EXHIBIT A: BELLSOUTH/IDS RATES – NORTH CAROLINA PHYSICAL COLLOCATION (continued)

Note(s):

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

Note1: Cable records charges apply for work required to build cable records in company systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records.

Note 2: The initial charge applies when the cables are first installed and inventoried. The subsequent charge applies when additional cables are installed and inventoried at the same location.

EXHIBIT A: BELLSOUTH/IDS RATES – SOUTH CAROLINA PHYSICAL COLLOCATION

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

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	$3768.00
PE1CA	Subsequent Application Fee	Per request	NA	$3,141.00 Minimum
	Space Preparation Fees			
PE1SJ	Firm Order Processing*			$1,204.00
PE1SK	Central Office Modifications*	Per sq. ft.	$2.75	
PE1SL	Common Systems Modifications – Cageless*	Per sq. ft.	$3.24	
PE1SM	Common Systems Modifications – Caged*	Per cage	$110.17	
	Space Enclosure (100 sq. ft. minimum)			
PE1BW	Welded Wire-mesh	Per first 100 sq. ft.	$219.19	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	$21.50	NA
PE1PJ	Floor Space	Per sq. ft.	$3.95	NA
PE1BD	Cable Installation	Per cable	NA	$1,621.00
PE1PM	Cable Support Structure	Per entrance cable	$21.33	NA
	Power			
PE1PL	-48V DC Power*	Per amp	$9.19	NA
PE1FB	120V AC Power single phase*	Per breaker amp	$5.67	-
PE1FD	240V AC Power single phase*	Per breaker amp	$11.36	-
PE1FE	120V AC Power three phase*	Per breaker amp	$17.03	-
PE1FG	277 AC Power three phase*	Per breaker amp	$39.33	-
	Cross Connects	Per cross connect		First/Add'l
PE1P2	2-wire		$.034	$33.75/$31.86
PE1P4	4-wire		$.068	$33.71/$31.75
PE1P1	DS-1		$1.12	$53.05/$39.96
PE1P3	DS-3		$14.21	$52.11/$38.68
PE1F2	2-fiber		$2.82	$52.11/$38.69
PE1F4	4-fiber		$5.01	$64.69/$51.26

SOUTH CAROLINA (continued)				
USOC	**Rate Element Description**	**Unit**	**Recurring Rate (RC)**	**Non-Recurring Rate (NRC)**
PE1AX	Security Access System Security System*	Per premises	$74.12	
PE1A1	New Access Card Activation*	Per card	$.060	$55.70
PE1AA	Administrative change, existing card*	Per card		$15.62
PE1AR	Replace lost or stolen card	Per card		$45.66
PE1AK	Initial Key	Per key	NA	$26.25
PE1AL	Replace lost or stolen key	Per key	NA	$26.25
PE1SR	Space Availability Report*	Per premises requested		$2,155.00
	POT Bay Arrangements *Prior to 6/1/99*	Per cross-connect		
PE1PE	2-Wire Cross-Connect		$0.1091	NA
PE1PF	4-Wire Cross-Connect		$0.2181	NA
PE1PG	DS1 Cross-Connect		$0.9004	NA
PE1PH	DS3 Cross-Connect		$5.64	NA
PE1B2	2 Fiber Cross-Connect		$37.36	NA
PE1B4	4 Fiber Cross-Connect		$50.38	NA
	Security Escort	Per half hr./Add'l half hr.		
PE1BT	Basic Time		NA	$33.92/$21.50
PE1OT	Overtime		NA	$44.19/$27.77
PE1PT	Premium Time		NA	$54.45/$34.04
	Cable Records[1]			**Note 2** Initial/subsequent
PE1CR	Cable Records	Per request	NA	$1712/$1168
PE1CD	VG/DS0 Cable	Per cable record	NA	$925.57/$925.57
PE1CO	VG/DS0 Cable	Per each 100 pair	NA	$18.06/$18.06
PE1C1	DS1	Per T1TIE	NA	$8.45/$8.45
PE1C3	DS3	Per T3TIE	NA	$29.59/$29.59
PE1CB	Fiber Cable	Per cable record	NA	$279.57/$279.57

EXHIBIT A: BELLSOUTH/IDS RATES – SOUTH CAROLINA PHYSICAL COLLOCATION (continued)

Note(s):

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

Note1: Cable records charges apply for work required to build cable records in company systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records.

Note 2: The initial charge applies when the cables are first installed and inventoried. The subsequent charge applies when additional cables are installed and inventoried at the same location.

EXHIBIT A: BELLSOUTH/IDS RATES – TENNESSEE PHYSICAL COLLOCATION

*** Rates are interim and are subject to true-up.**

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	$3,767.00
PE1CA	Subsequent Application Fee	Per request	NA	$3,140.00 Minimum
	Space Preparation Fees			
PE1SJ	Firm Order Processing*			$1,204.00
PE1SK	Central Office Modifications*	Per sq. ft.	$2.74	
PE1SL	Common Systems Modifications – Cageless*	Per sq. ft.	$2.95	
PE1SM	Common Systems Modifications – Caged*	Per cage	$100.14	
	Space Enclosure (100 sq. ft. minimum)			
PE1BW	Welded Wire-mesh	Per first 100 sq. ft.	$218.53	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	$21.44	NA
PE1PJ	Floor Space	Per sq. ft.	$6.75	NA
PE1BD	Cable Installation	Per cable	NA	$1,757.00
PE1PM	Cable Support Structure	Per entrance cable	$19.80	NA
	Power			
PE1PL	-48V DC Power*	Per amp	$8.87	NA
PE1FB	120V AC Power single phase*	Per breaker amp	$5.60	-
PE1FD	240V AC Power single phase*	Per breaker amp	$11.22	-
PE1FE	120V AC Power three phase*	Per breaker amp	$16.82	-
PE1FG	277 AC Power three phase*	Per breaker amp	$38.84	-
	Cross Connects	Per cross connect		First/Add'l
PE1P2	2-wire		$0.033	$33.82/$31.92
PE1P4	4-wire		$0.066	$33.94/$31.95
PE1P1	DS-1		$1.51	$53.27/$40.16
PE1P3	DS-3		$19.26	$52.37/$38.89
PE1F2	2-fiber		$3.82	$52.37/$38.89
PE1F4	4-fiber		$6.79	$65.03/$51.55

TENNESSEE (continued)				
USOC	**Rate Element Description**	**Unit**	**Recurring Rate (RC)**	**Non-Recurring Rate (NRC)**
PE1AX	Security Access System Security System	Per premises	$55.99	
PE1A1	New Access Card Activation	Per card	$.059	$55.67
PE1AA	Administrative change, existing card	Per card		$15.61
PE1AR	Replace lost or stolen card	Per card		$45.64
PE1AK	Initial Key	Per key	NA	$26.24
PE1AL	Replace lost or stolen key	Per key	NA	$26.24
PE1SR	Space Availability Report*	Per premises requested		$2,154.00
	POT Bay Arrangements *Prior to 6/1/99*	Per cross-connect		
PE1PE	2-Wire Cross-Connect		$0.40	NA
PE1PF	4-Wire Cross-Connect		$1.20	NA
PE1PG	DS1 Cross-Connect		$1.20	NA
PE1PH	DS3 Cross-Connect		$8.00	NA
PE1B2	2 Fiber Cross-Connect		$38.79	NA
PE1B4	4 Fiber Cross-Connect		$52.31	NA
	Security Escort	Per half hr./Add'l half hr.		
PE1BT	Basic Time		NA	$33.91/$21.49
PE1OT	Overtime		NA	$44.17/$27.76
PE1PT	Premium Time		NA	$54.42/$34.02
	Cable Records[1]			**Note 2** Initial/subsequent
PE1CR	Cable Records	Per request	NA	$1711/$1168
PE1CD	VG/DS0 Cable	Per cable record	NA	$925.06/$925.06
PE1CO	VG/DS0 Cable	Per each 100 pair	NA	$18.05/$18.05
PE1C1	DS1	Per T1TIE	NA	$8.45/$8.45
PE1C3	DS3	Per T3TIE	NA	$29.57/$29.57
PE1CB	Fiber Cable	Per cable record	NA	$279.42/$279.42

Note(s):

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

Note1: Cable records charges apply for work required to build cable records in company systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records.

Note 2: The initial charge applies when the cables are first installed and inventoried. The subsequent charge applies when additional cables are installed and inventoried at the same location.

EXHIBIT B

ENVIRONMENTAL AND SAFETY PRINCIPLES

The following principles provide basic guidance on environmental and safety issues when applying for and establishing Physical Collocation arrangements.

1. GENERAL PRINCIPLES

1.1 Compliance with Applicable Law. BellSouth and IDS agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC ("Applicable Laws"). Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Attachment.

1.2 Notice. BellSouth and IDS shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. Each Party is required to provide specific notice for known potential Imminent Danger conditions. IDS should contact 1-800-743-6737 for BellSouth MSDS sheets.

1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for IDS to follow when working at a BellSouth Premises (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and contractors of BellSouth for environmental protection. IDS will require its contractors, agents and others accessing the BellSouth Premises to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by CLEC when operating in the BellSouth Premises.

1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the IDS space with proper notification. BellSouth reserves the right to stop any IDS work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Facility.

1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the BellSouth Premises by IDS are owned by IDS. IDS will indemnify BellSouth for claims, lawsuits or damages to persons or property caused by these materials. Without prior written BellSouth approval, no substantial new safety or environmental hazards can be created by IDS or different hazardous materials used by IDS at BellSouth Facility. IDS must demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Facility.

1.6 Spills and Releases. When contamination is discovered at a BellSouth Premises, the Party discovering the condition must notify BellSouth. All Spills or Releases of regulated materials will immediately be reported by IDS to BellSouth.

1.7 Coordinated Environmental Plans and Permits. BellSouth and IDS will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, BellSouth and IDS will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, IDS must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and/or selection of BST disposition vendors and disposal sites.

1.8 Environmental and Safety Indemnification. BellSouth and IDS shall indemnify, defend and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages, (including direct and indirect damages, and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying Party, its agents, contractors, or employees concerning its operations at the Facility.

2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

When performing functions that fall under the following Environmental categories on BellSouth's Premises, IDS agrees to comply with the applicable sections of the current issue of BellSouth's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. IDS further agrees to cooperate with BellSouth to ensure that IDS' employees, agents, and/or subcontractors are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by IDS, its employees, agents and/or subcontractors.

The most current version of reference documentation must be requested from BellSouth.

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance	• Std T&C 450 • Fact Sheet Series 17000 • Std T&C 660-3 • Approved Environmental

	EVET approval of contractor	Vendor List (Contact E/S Management)
Emergency response	Hazmat/waste release/spill firesafety emergency	• Fact Sheet Series 1700 • Building Emergency Operations Plan (EOP) (specific to and located on Premises)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	Compliance with all applicable local, state, & federal laws and regulations Performance of services in accordance with BST's environmental M&Ps Insurance	• Std T&C 450 • Std T&C 450-B • (Contact E/S for copy of appropriate E/S M&Ps.) • Std T&C 660
Transportation of hazardous material	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of contractor	• Std T&C 450 • Fact Sheet Series 17000 • Std T&C 660-3 • Approved Environmental Vendor List (Contact E/S Management)
Maintenance/operations work which may produce a waste Other maintenance work	Compliance with all application local, state, & federal laws and regulations Protection of BST employees and equipment	• Std T&C 450 • 29CFR 1910.147 (OSHA Standard) • 29CFR 1910 Subpart O (OSHA Standard)
Janitorial services	All waste removal and disposal must conform to all applicable federal, state and local regulations All Hazardous Material and Waste Asbestos notification and protection of employees and equipment	• P&SM Manager - Procurement • Fact Sheet Series 17000 • GU-BTEN-001BT, Chapter 3 • BSP 010-170-001BS (Hazcom)
Manhole cleaning	Compliance with all applicable local, state, & federal laws and	• Std T&C 450 • Fact Sheet 14050 • BSP 620-145-011PR

	regulations Pollution liability insurance EVET approval of contractor	Issue A, August 1996 • Std T&C 660-3 • Approved Environmental Vendor List (Contact E/S Management)
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	• GU-BTEN-001BT, Chapter 3

3. DEFINITIONS

Generator. Under RCRA, the person whose act produces a Hazardous Waste, as defined in 40 CFR 261, or whose act first causes a Hazardous Waste to become subject to regulation. The Generator is legally responsible for the proper management and disposal of Hazardous Wastes in accordance with regulations.

Hazardous Chemical. As defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 CFR 1910.1200), any chemical which is a health hazard or physical hazard.

Hazardous Waste. As defined in section 1004 of RCRA.

Imminent Danger. Any conditions or practices at a facility which are such that a danger exists which could reasonably be expected to cause immediate death or serious harm to people or immediate significant damage to the environment or natural resources.

Spill or Release. As defined in Section 101 of CERCLA.

4. ACRONYMS

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

DEC/LDEC - Department Environmental Coordinator/Local Department Environmental Coordinator

GU-BTEN-001BT - BellSouth Environmental Methods and Procedures

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std. T&C - Standard Terms & Conditions

Attachment 5

Access to Numbers and Number Portability

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ACCESS TO NUMBERS AND NUMBER PORTABILITY

1. Non-Discriminatory Access to Telephone Numbers

All the negotiated rates, terms and conditions set forth in this Attachment pertain to the provisioning of local number portability.

1.1 During the term of this Agreement, IDS shall contact the North American Numbering Plan Administrator, Neustar, for the assignment of numbering resources. In order to be assigned a Central Office Code, IDS 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 IDS, BellSouth will provide IDS 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 ninety (90) days. IDS 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 IDS cancel its reservations of numbers. IDS shall comply with such request.

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

2. Number Portability Permanent Solution

2.1 The FCC, the Commissions, and industry fora 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 fora. Consistent with the requirements to move to Permanent Number Portability (PNP) as set forth in Section 5 of this 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 BellSouth's FCC Tariff No. 1 and will be billed to CLEC where CLEC is a subscriber to local switching or where CLEC 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 IDS. 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 IDS switch that serves the subscriber.

3.3.1 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 Attachment, 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.

4.2.1 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.

4.2.2 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. Sent-paid calls refer to those calls placed by an end user who physically deposits currency in a public telephone. 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 EMI standards, for exchange of billing data. Files of usage data will be created daily for the optional service. Usage originated and recorded in the sending BellSouth RAO will be provided in unrated or rated format, depending on processing system. 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.

5.1.1 Notwithstanding the foregoing, the Parties acknowledge that the FCC has determined once PNP has been deployed pursuant to the FCC's orders, rules and regulations, that all local exchange carriers (LECs) have the duty to provide PNP. Therefore, either Party, at any time, may seek appropriate legal or regulatory relief concerning the transition from SPNP to PNP or other related issues.

6. Conversion Policy

6.1 BellSouth implemented the conversion of Interim Number Portability (INP) to Local Number Portability (PNP) as follows:

6.1.1 Conversion of SPNP numbers to PNP is handled as a project.

6.1.2 All SPNP numbers in PNP capable switches will be converted to PNP within 120 days after the end of the phase for that MSA or wire center.

6.1.3 BellSouth will continue to offer SPNP until the completion date of the phase for the wire center.

6.2 Conversion Schedule

6.2.1 The schedule to implement PNP in the 21 MSAs in the BellSouth region is as mandated by the FCC may be viewed by accessing the Carrier Notification Web site. The notification also outlines the conversion schedule for all of BellSouth's switches.

6.3 Specific Conversion activities

6.3.1 The BellSouth Account Teams contact each CLEC with SPNP accounts to negotiate a conversion schedule.

6.3.2 During the 120-day conversion period for each MSA, the Local Carrier Service Center (LCSC) will provide special handling for the requests to convert SPNP to PNP. These requests will be logged by a project manager and project managed to ensure end user service outage is minimal. Unless listing changes are requested, the CLECs may use a specially designed form provided by the project manager or account team in lieu of the Local Service Request (LSR), End User (EU), and Number Portability (NP) forms.

6.3.3 If changes are to be made to the SPNP account, the LSR should follow the normal process flow for ordering instead of the SPNP to PNP conversion plan.

6.4 Firm Order Confirmation

6.4.1 During the conversion period, if a CLEC uses the request form in lieu of the LSR, the form will include provisions for providing a manual FOC. If the request is submitted through EDI, the FOC will be sent back to the CLEC via EDI.

6.5 Routing of Calls to the Local Routing Number (LRN)

6.5.1 Trigger orders are not used for SPNP telephone numbers. Once the activate message is sent to the Number Portability Administration Center (NPAC) by the new service provider, (with exception of the end user's serving wire center) incoming calls are routed to the new provider. Calls from within the end user's servicing wire center will not route to the new Local Routing Number (LRN) until the porting D order processes.

6.6 Permanent Number Solution

6.6.1 BellSouth and CLEC will adhere to the process flows and cutover guidelines outlined in the LNP Reference Guide.

6.6.1.1 BellSouth and CLEC will work cooperatively to implement changes to PNP process flows ordered by the FCC or as recommended by standard industry fora addressing PNP.

6.6.1.2 Both Parties shall cooperate in the process of porting numbers form one carrier to another so as to limit service outage for the ported subscriber. BellSouth will set LRN unconditional or 10-digit triggers where applicable which should ensure no interruption to the end user. Where triggers are set, BellSouth removes the ported number at the same time the trigger is removed.

6.6.1.2.1 Trigger orders as used in this Attachment refer to a service order issued in advance of the porting of a number utilizing PNP that provides the following: initiates call queries to the AIN SS7 network in advance of the number being ported; and provides for the CLEC to be in control of when a number ports to the new service provider.

6.6.1.3 For porting of numbers where triggers are not set, the Parties shall coordinate the porting of the number between service providers so as to minimize service interruptions to the end user.

6.6.1.4 BellSouth will provide ordering support for CLEC's PNP requests Monday through Friday 8:00 AM until 8:00 PM EST. BellSouth normal hours of operation for provisioning support are defined in Attachment 6. Ordering and provisioning support required by CLEC outside of these hours will be considered outside of normal business hours and will be subject to overtime billing. For stand alone PNP where LRN unconditional or 10-digit triggers are set, CLEC may port numbers during times that are supported by NPAC 24 hours a day 7 days a week. BellSouth will provide maintenance assistance to CLEC 24 hours a day 7 days a week to resolve issues arising from the porting of numbers for problems isolated to the BellSouth network.

6.6.1.5 Performance Measurements for BellSouth providing PNP are located in Attachment 9 to this Agreement, incorporated herein by this reference.

6.6.2 BellSouth will use best efforts to update switch translations, where necessary, in time frames that are consistent with the time frames BellSouth's end users experience or as offered to other CLECs.

6.6.3 CLEC may request deployment of PNP according to and pursuant to the rules and regulations set forth in 47 CFR § 52.23.

7. True-up

7.1 **This section applies only to Tennessee and other rates that are interim or expressly subject to true-up under this attachment.**

7.2 The interim prices for Network Elements and Other Services and Local Interconnection shall be subject to true-up according to the following procedures:

7.3 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.

7.4 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 incorporated herein by reference, so long as they file the resulting Agreement with the Commission as a "negotiated Agreement" under Section 252(e) of the Act.

7.5 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.

8. Operational Support System (OSS) Rates

The terms, conditions and rates for OSS are as set forth in Section 2.14 of Attachment 2.

BELLSOUTH/IDS 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	$1.66	$2.17	$1.50
NRC - Electronic	TNPBL	$0.65	NA	$0.51	NA	$0.49	$0.6441	$0.71	$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	$1.66	$2.17	$1.25
NRC	TNPRL	$0.65	NA	$0.51	NA	$0.49	$0.6441	$0.71	$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	$0.32	$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	$2.73	$1.37	$25.00
NRC - Add'l	TNP++	$1.44	NA	$2.10	NA	$2.02	$2.84	$2.73	$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	$45.80	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$27.37	NA	NA	NA	$18.14	$25.52	$45.80	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	$2.25	$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	$2.25	$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	$2.73	$1.37	NA
NRC - Add'l	TNPRD	$1.44	NA	$2.10	NA	$2.02	$2.84	$2.73	$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	$45.80	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$27.37	NA	NA	NA	$18.14	$25.52	$45.80	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	$11.43	$13.16	NA
DID, per trunk termination, Initial - NRC	TNPT2	$173.73	NA	$135.47	NA	$129.69	$171.68	$217.88	$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	$11.43	$13.16	NA
DID, per trunk termination, Subsequent - NRC	TNPT2	$51.35	NA	$39.53	NA	$37.85	$50.69	$73.56	$73.63	NA
DID, per trunk termination, Subsequent - Disconnect	TNPT2	$25.00	NA	NA	NA	$18.75	$24.71	NA	NA	NA

NOTES:

If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

1 Until the FCC issues its order implementing a cost recovery mechanism for permanent number portability, the Company will track its costs of providing interim SPNP with sufficient detail to verify the costs. This will facilitate the Florida PSCs consideration of the recovery of these costs in Docket 950737-TP. (FL)

2 BellSouth and CLEC will each bear their own costs of providing remote call forwarding as an interim number portability option. (KY)

Attachment 6

Ordering and Provisioning

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ORDERING AND PROVISIONING

1. Quality of Ordering and Provisioning

1.1 All the negotiated terms and conditions set forth in this Attachment pertain to ordering and provisioning.

1.2 BellSouth shall provide ordering and provisioning services to IDS that are equal to the ordering and provisioning services BellSouth provides to itself or any other CLEC, where technically feasible. The guidelines for ordering and provisioning are set forth in BellSouth Ordering Guide for CLECs, the BellSouth Guide to Interconnection, and the Electronic Business Rules for Local Ordering and the Local Exchange Ordering Implementation Guide, as appropriate, and as they are amended from time to time during this Agreement. The guides may be referenced at the following site:
http://www.interconnection.bellsouth.com/guides/guides_p.html.

1.3 For purposes of this Agreement, BellSouth's regular working hours are defined as follows:

Monday – Friday – 8:00 a.m. – 5:00 p.m. (Excluding Holidays)
(Resale/UNE non-coordinated, coordinated orders and order coordinated-time specific)
Saturday - 8:00 a.m. – 5:00 p.m. (Excluding Holidays)
(Resale/UNE non-coordinated orders)

The working hours defined in this sub-section 1.3 are subject to the applicable time zone, e. g. Eastern Time or Central Time, wherein the service is being ordered.

1.3.1 It is understood and agreed that BellSouth technicians involved in provisioning service to IDS may work shifts outside of BellSouth's regular working hours as defined in Section 1.3 above (e.g., the employee's shift ends at 7:00 p.m. during daylight savings time). To the extent that IDS requests that work necessarily required in the provisioning of service to be performed outside BellSouth's regular working hours and that work is performed by a BellSouth technician during his or her scheduled shift such that BellSouth does not incur any additional costs in performing the work on behalf of IDS, BellSouth will not assess IDS additional charges beyond the rates and charges specified in this Agreement.

1.4 All other IDS 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 Operations Support Systems

2.1 BellSouth shall provide IDS access to operations support systems ("OSS") functions for pre-ordering, ordering and provisioning, maintenance and repair and billing. Access to the OSS is available through a variety of means, including electronic interfaces. BellSouth also provides manual options. The OSS functions available to CLECs through electronic interfaces are:

2.2 Pre-Ordering. BellSouth provides electronic access to the following pre-ordering functions: service address validation, telephone number selection, service and feature availability, due date information, and upon Commission approval of confidentiality protections, to customer record information. Access is provided through the Local Exchange Navigation System (LENS) interface the Telecommunications Access Gateway (TAG) interface. Customer record information includes Customer Record Information includes but is not limited to, customer specific information in CRIS and RSAG. In addition, IDS shall provide to BellSouth access to customer record information including electronic access where available. Otherwise, IDS shall provide paper copies of customer record information within a reasonable period of time upon request by BellSouth. 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 IDS 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) interface, the TAG ordering interface for non-complex and certain complex resale requests and certain network elements. The EDI interface can be integrated with the TAG pre-ordering interface by IDS or the TAG ordering interface. BellSouth provides integrated pre-ordering, ordering and provisioning capability through the LENS interface for non-complex and certain complex resale service requests.

2.4 Service Trouble Reporting and Repair. Service trouble reporting and repair allows IDS to report and monitor service troubles and obtain repair services. BellSouth shall offer IDS service trouble reporting in a non-discriminatory manner that provides IDS the equivalent ability to report and monitor service troubles that BellSouth provides to itself. BellSouth also provides IDS an estimated time to repair, an appointment time or a commitment time, as appropriate, on trouble reports. BellSouth provides several options for electronic trouble reporting. For exchange services, BellSouth offers IDS non-discriminatory access to the Trouble Analysis Facilitation Interface (TAFI). In

addition, BellSouth offers an industry standard, machine-to-machine Electronic Communications Trouble Administration (ECTA) Gateway interface. For designed services, BellSouth provides non-discriminatory trouble reporting ECTA Gateway. BellSouth also offers ECTA functionality through the human-to-machine EC-CPM/TA interface. If the CLEC requests BellSouth to repair a trouble after normal working hours, the CLEC will be billed the appropriate overtime charges associated with this request pursuant to BellSouth's tariffs.

2.5 Change Management. BellSouth provides a collaborative process for change management of the electronic interfaces through the Electronic Interface Change Control Process ("EICCP). Guidelines for this process are set forth in the EICCP document, and as it is amended from time to time during this agreement.

2.6 Migration of IDS to New Software Releases for National Standard Machine-to-Machine Electronic Interfaces. Pursuant to the change management process, BellSouth will issue new software releases for new industry standards for its industry standard, machine-to-machine electronic interfaces. When a new release of new industry 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 IDS with sufficient notice to allow IDS to make the necessary changes to their systems and operations to migrate to the newest release in a timely fashion.

2.7 Rates. All costs incurred by BellSouth to develop and implement operational interfaces to the OSS shall be recovered from the carriers that use the services. Charge for use of OSS 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 IDS will be held for a maximum of thirty (30) days from the date the order is placed on hold. After such time, if IDS wishes to reinstate an order, IDS may be required to submit a new service order.

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

3.4 Release of Facilities. When a customer of IDS or BellSouth elects to change his/her carrier to the other party, the party providing service shall release the subscriber's service to the other party concurrent with the due date of the service order, which shall be established based on the standard interval for the subscriber's requested service as set forth in the BellSouth Product and Services Interval Guide.

3.5 Contact Numbers. The Parties agree to provide one another with toll-free contact numbers for the purpose of ordering, provisioning and maintenance of services.

3.6 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.

3.7 Cancellation Charges. If IDS 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.

3.8 Expedite Charges. For expedited requests by IDS, expedited charges will apply for intervals less than the standard interval as outlined in the BellSouth Product and Services Guide. The charges as outlined in BellSouth's FCC #1 Tariff, Section 5, will apply.

Attachment 7

Billing

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Rates ..... Exhibit A

BILLING AND BILLING ACCURACY CERTIFICATION

1. Payment and Billing Arrangements

All negotiated rates, terms and conditions set forth in this Attachment pertain to billing and billing accuracy certifications.

1.1 Billing. BellSouth agrees to provide billing through the Carrier Access Billing System (CABS) and through the Customer Records Information System (CRIS) depending on the particular service(s) that IDS requests. BellSouth will bill and record in accordance with this Agreement those charges IDS incurs as a result of IDS 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 IDS, IDS 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.

DISAGREE – 1.1.3:

BELLSOUTH PROPOSAL:

1.1.3 The bill date must be present on each bill transmitted by the Parties. Bills should not be rendered for any charges which are incurred under this Agreement on or before one (1) year proceeding the bill date. However, both Parties recognize that situations exist which would necessitate billing beyond the one (1) year limit, as permitted by state law. These exceptions include:

(1) Charges connected with jointly provided services whereby meet point billing guidelines require either party to rely on records provided by a third party;

(2) Charges incorrectly billed due to error in or omission of customer provided data such as PIU and PLU factors, or other ordering data.

1.1.3.1 Both Parties agree that these limits will be superceded by any Bill Accuracy Certification Agreement that might be negotiated between the Parties.

IDS' PROPOSAL:

1.1.3 The bill date must be present on each bill transmitted by the Parties. Bills should not be rendered for any charges which are incurred under this Agreement on or before one (1) year preceding the bill date. Notwithstanding the preceding sentence, billing beyond the one (1) year limit is permissible only in the following cases:

(1) Charges connected with jointly provided services whereby meet point billing guidelines require either party to rely on records provided by a third party;

(2) Charges incorrectly billed due to error in or omission of customer provided data such as PIU and PLU factors, or other ordering data.

1.1.3.1 Should BellSouth render a bill to IDS for services provided more than thirty (30) days prior to the rendering of the bill, IDS will have the option of paying the bill in equal, interest-free monthly installments over a six-month period.

1.1.3.2 Both Parties agree that these limits will be superceded by any Bill Accuracy Certification Agreement that might be negotiated between the Parties.

1.2 Master Account. After receiving certification as a local exchange company from the appropriate regulatory agency, IDS 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 IDS. IDS shall make payment to BellSouth for all services billed. BellSouth is not responsible for payments not received by IDS from IDS' customer. BellSouth will not become involved in billing disputes that may arise between IDS and IDS' 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 on or before 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 IDS, the total amount billed to IDS will not include those taxes or fees for which the CLEC is exempt. IDS 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 IDS.

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. IDS will be charged a fee for all returned checks as set forth in Section A2 of the General Subscriber Services Tariff or pursuant to the applicable state law.

1.7 Discontinuing Service to IDS. The procedures for discontinuing service to IDS are as follows:

DISAGREE – 1.7.1 – 1.7.6:

BELLSOUTH'S PROPOSAL:

1.7.1 BellSouth reserves the right to suspend or terminate service in the event of prohibited, unlawful, or improper use of the facilities or service, abuse of the facilities, or any other violation or non-compliance by IDS of the rules and regulations of BellSouth's Tariffs.

1.7.2 BellSouth reserves the right to suspend or terminate service for nonpayment of undisputed amounts or disputed amounts that were the subject of a Bona Fide Dispute, and which have been resolved pursuant to Section 2 of this Attachment.

1.7.3 For purposes of this Section 1.7.2, Bona Fide Dispute means a dispute of a specific amount of money actually billed by BellSouth. The dispute must be clearly explained by IDS and supported by written documentation from IDS, which clearly shows the basis for IDS' dispute of charges. The dispute must be itemized to show the Q account and earning number against which the disputed amount applies. By way of example and not by limitation, a Bona Fide Dispute

will not include the refusal to pay all or part of a bill or bills when no written documentation is provided to support the dispute, nor shall a Bona Fide Dispute include the refusal to pay other amounts owed by IDS until the dispute is resolved. Claims by IDS for damages of any kind will not be considered a Bona Fide Dispute for purposes of this Section 1.7.2. Once the Bona Fide Dispute has been resolved by BellSouth pursuant to Section 2 of this Attachment, for disputes resolved in favor of BellSouth, IDS will make payment of the disputed amount owed to BellSouth or BellSouth shall have the right to pursue normal treatment procedures. For disputes resolved in favor of IDS, any credits due to IDS, pursuant to the Bona Fide Dispute, will be applied to IDS' account by BellSouth upon resolution of the dispute.

1.7.4 If payment of undisputed amounts or disputed amounts that were the subject of a Bona Fide Dispute, and which have been resolved pursuant to Section 2 of this Attachment is not received by the bill date in the month after the original bill date, BellSouth may provide written notice to IDS 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 (30) days notice to IDS at the billing address to discontinue the provision of existing services to IDS at any time thereafter.

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

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

1.7.7 If payment is not received or satisfactory arrangements made for payment by the date given in the written notification, IDS' services will be discontinued. However, BellSouth will not discontinue service to IDS if unpaid amounts are the subject of a Bona Fide Dispute, as specified in Section 1.7.2 of this Attachment. Upon discontinuance of service on IDS' account, service to the IDS' end users will be denied. BellSouth will reestablish service at the request of the end user or IDS for BellSouth to reestablish service upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures. IDS is solely responsible for notifying the end user of the proposed service disconnection. If within fifteen (15) 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.

IDS' PROPOSAL:

1.7.1. BellSouth reserves the right (to be executed upon the provision of reasonable notice to IDS) to suspend or terminate service in the event of (1) any use of the facilities or service involved that constitutes a prohibited, unlawful, or improper use; (2) any abuse of the facilities involved; or (3) any other violation or non-compliance by IDS of the rules and regulations of BellSouth's Tariffs. Prior to suspending or terminating service, BellSouth agrees to use commercially reasonable efforts to work with IDS to avoid the suspension or termination, including (a) advising IDS of the reasons that have prompted BellSouth's intention to suspend or terminate the service; (b) discussing with IDS steps that may be taken by IDS to correct any problems associated with IDS's use of the service; and (c) working with IDS to develop a reasonable and expeditious implementation schedule to be used by IDS to correct such problems for purposes of avoiding suspension or termination of the service. The notification letter sent by BellSouth announcing its intention to suspend or terminate service shall indicate a specific effective date after which BellSouth will no longer provide the service. BellSouth shall not terminate service so long as the reasons for termination are the subject of an intercompany dispute resolution process, or are the subject of a proceeding pending before the FCC or relevant state agency.

1.7.2 If payment of account is not received by the bill date in the month after the original bill date, BellSouth may provide written notice to IDS 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 (30) days notice to IDS at the billing address to discontinue the provision of existing services to IDS at any time thereafter. In no event may BellSouth terminate service or refuse pending service orders when the amounts in dispute have be escalated pursuant to Paragraph 2, Billling Disputes, of this Attachment 7 and under the Resolution of Dispute provisions set forth in Paragraph 12 of the General Terms and Conditions of the Agreement, or are the subject of a pending proceeding at the FCC or before any relevant state agency.

1.8 Deposit Policy. When purchasing services from BellSouth, IDS 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 IDS 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 BellSouth, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the level of security, the BellSouth reserves the right to request additional security and/or file a Uniform Commercial

Code (UCC1) security interest in IDS' "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 this Attachment, 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 Disputes

2.1 Where the Parties have not agreed upon a billing quality assurance program, billing disputes shall be handled pursuant to the terms of this section.

2.1.1 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. If the Parties cannot reach a settlement of the billing dispute within sixty (60) calendar days of the notification date, they may utilize the Resolution of Dispute process set forth in Section 12 of the General Terms and Conditions to this Agreement.

2.2 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.

2.2.1 If the disputing Party withholds payment of disputed charges and the dispute is resolved in favor of the disputing Party, the billing Party will remove the disputed charges and any associated interest and/or late payment charges from the disputing Party's bill. If the disputing Party withholds payment of disputed

charges and the dispute is resolved in favor of the billing Party, the disputing Party will pay the disputed charges and any associated interest and/or late payment charges as described in Section 2.2 above.

2.2.2 If the disputing Party pays the disputed charges in accordance with the bill and the dispute is resolved in favor of the disputing Party, the billing Party will credit the disputing Party's bill in the amount of the disputed charges. If the disputing Party pays the disputed charges in accordance with the bill and the dispute is resolved in favor of the billing Party, no further action is required.

3. RAO Hosting

3.1 RAO Hosting, Calling Card and Third Number Settlement System (CATS) and Non-Intercompany Settlement System (NICS) services provided to IDS 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.

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

3.3 Compensation amounts, if applicable, will be billed by BellSouth to IDS 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.

3.4 IDS 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 IDSto 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 IDS and will coordinate all associated conversion activities.

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

3.6 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 IDS.

3.7 All data received from IDS 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.

3.8 All data received from IDS 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)).

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

3.10 Transmission of message data between BellSouth and IDS will be via CONNECT:Direct.

3.11 All messages and related data exchanged between BellSouth and IDS 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.

3.12 IDS 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.

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

3.14 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 IDS) identified and agreed to, the company responsible for creating the data (BellSouth or IDS) 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.

3.15 Should an error be detected by the EMI format edits performed by BellSouth on data received from IDS, the entire pack containing the affected data will not be

processed by BellSouth. BellSouth will notify IDS of the error condition. IDS 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, IDS will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.

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

3.17 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.

3.18 RAO Compensation

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

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

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

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

3.19 Intercompany Settlements Messages

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

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

3.19.3 Once IDS 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.

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

3.19.5 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 IDS. BellSouth will distribute copies of these reports to IDS on a monthly basis.

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

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

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

4. Optional Daily Usage File

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

4.2 The IDS shall furnish all relevant information required by BellSouth for the provision of the Optional Daily Usage File.

4.3 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 IDS customer.

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

4.5 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.

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

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

4.7.1 Usage To Be Transmitted

4.7.1.1 The following messages recorded by BellSouth will be transmitted to the IDS:

- 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

4.7.1.2 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.

4.7.1.3 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 IDS.

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

4.7.2 Physical File Characteristics

4.7.2.1 The Optional Daily Usage File will be distributed to IDS 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.

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

4.7.3 Packing Specifications

4.7.3.1 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.

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

The data will be packed using ATIS EMI records.

4.7.4 Pack Rejection

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

4.7.5 Control Data

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

4.7.6 Testing

4.7.6.1 Upon request from IDS, BellSouth shall send test files to IDS 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 IDS set up a production (LIVE) file. The live test may consist of IDS' employees making test calls for the types of services IDS requests on the Optional Daily Usage File. These test calls are logged by IDS, 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.

5. Access Daily Usage File

5.1. Upon written request from IDS, BellSouth will provide the Access Daily Usage File (ADUF) service to IDS pursuant to the terms and conditions set forth in this section.

5.2 The IDS shall furnish all relevant information required by BellSouth for the provision of the Access Daily Usage File.

5.3 The Access Daily Usage Feed will contain access messages associated with a port that IDS has purchased from BellSouth

5.4 Charges for delivery of the Access Daily Usage File will appear on the IDSs' 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.

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

5.6 Usage To Be Transmitted

5.6.1 The following messages recorded by BellSouth will be transmitted to IDS:

5.6.1.1 Recorded originating and terminating interstate and intrastate access records associated with a port.

5.6.1.2 Recorded terminating access records for undetermined jurisdiction access records associated with a port.

5.6.2 When IDS purchases Network Element ports from BellSouth and calls are made using these ports, BellSouth will handle the calls as follows:

5.6.2.1 Originating from Network Element and carried by Interexchange Carrier:

5.6.2.1.1 BellSouth will bill network element to CLEC and send access record to the CLEC via ADUF.

5.6.2.2 Originating from network element and carried by BellSouth (IDS is BellSouth's toll customer).

5.6.2.3 Terminating on network element and carried by Interexchange Carrier:

5.6.2.3.1 BellSouth will bill network element to IDS and send access record to IDS.

5.6.2.4 Terminating on network element and carried by BellSouth:

5.6.2.4.1 BellSouth will bill network element to IDS and send access record to IDS.

5.6.3 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 IDS.

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

5.6.5 Physical File Characteristics

5.6.5.1 The Access Daily Usage File will be distributed to IDS 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.

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

5.6.6 Packing Specifications

5.6.6.1 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.

5.6.6.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to IDS which BellSouth RAO that is sending the message. BellSouth and IDS will use the invoice sequencing to

control data exchange. BellSouth will be notified of sequence failures identified by IDS and resend the data as appropriate.

The data will be packed using ATIS EMI records.

5.6.7 Pack Rejection

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

5.6.8 Control Data

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

5.6.9 Testing

5.6.9.1 Upon request from IDS, BellSouth shall send a test file of generic data to IDS via Connect:Direct or Text File via E-Mail. The Parties agree to review and discuss the test file's content and/or format.

6. Enhanced Optional Daily Usage File

6.1 Upon written request from IDS, BellSouth will provide the Enhanced Optional Daily Usage File (EODUF) service to IDS 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.

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

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

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

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

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

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

6.7.1 Usage To Be Transmitted

6.7.1.1 The following messages recorded by BellSouth will be transmitted to the IDS:

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

6.7.1.2 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 IDS.

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

6.7.2 Physical File Characteristics

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

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

6.7.3 Packing Specifications

6.7.3.1 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.

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

The data will be packed using ATIS EMI records.

BELLSOUTH/IDS RATES
ODUF/EDOUF/ADUF/CMDS

DESCRIPTION	USOC	RATES BY STATE								
		AL	FL	GA	KY	LA	MS	NC	SC	TN
ODUF/EODUF/ADUF/CMDS	N/A	$0.0002	$0.008	$0.0001275	$0.0008611	$0.00019	$0.0001179	$0.0003	$0.0002862	$0.008
ODUF: Recording, per message	N/A	$0.0033	$0.004	$0.0082548	$0.0032357	$0.0024	$0.0032089	$0.0032	$0.0032344	$0.004
ODUF: Message Processing, per message	N/A	$0.004	$0.004	$0.0034555	$0.004	$0.004	$0.004	$0.004	$0.004	$0.004
EODUF: Message Processing, per message	N/A	$0.004	$0.004	$0.0136327	$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	$55.19	$54.95	$28.85	$55.68	$47.30	$54.62	$54.61	$54.72	$54.95
ODUF: Message Processing, per magnetic tape provisioned	N/A	NA	NA	NA	NA	NA	NA	NA	NA	NA
EODUF: Message Processing, per magnetic tape provisioned	N/A	$0.00004	$0.001	$0.0000434	$0.0000365	$0.00003	$0.0000354	$0.0004	$0.0000357	$0.001
ODUF: Data Transmission (CONNECT:DIRECT), per message	N/A	NA	NA	NA	NA	NA	NA	NA	NA	NA
EODUF: Data Transmission (CONNECT:DIRECT), per message	N/A	$0.001	$0.001	$0.0000434	$0.001	$0.001	$0.001	$0.001	$0.001	$0.001
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

Performance Measurements

Upon a particular Commission's issuance of an Order pertaining to Performance Measurements in a proceeding expressly applicable to all CLECs generally, BellSouth shall implement in that state such Performance Measurements as of the date specified by the Commission.

AGREEMENT IMPLEMENTATION TEMPLATE (Residence)
for
IDS Telcom, L.L.C.
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	8/2/00	
	2	8/2/00	
	3	8/2/00	
	4	8/2/00	
	5	8/2/00	
	6	8/2/00	
	7	8/2/00	
	8	8/2/00	
	9	8/2/00	
	10	8/2/00	
	11	8/2/00	
	12	8/2/00	
	13	8/2/00	
	14	8/2/00	
	15	8/2/00	
	16	8/2/00	
	17	8/2/00	
	18	8/2/00	
	19	8/2/00	
	20	8/2/00	
	21	2/29/00	
	22	8/2/00	
	23	8/2/00	
	24	8/2/00	
	25	8/2/00	
	26	8/2/00	
Terms/Conditions Part B		8/2/00	
1-Resale	1	8/2/00	
	2	8/2/00	

AGREEMENT IMPLEMENTATION TEMPLATE (Residence)
for
IDS Telcom, L.L.C.
BellSouth Standard Interconnection Agreement

Attachment Name/Number	Section Number	Version Date	Planned Activities
	3	8/2/00	
	4	8/2/00	
	5	8/2/00	
	6	8/2/00	
	7	8/2/00	
	8	8/2/00	
	9	8/2/00	
	10	8/2/00	
	11	8/2/00	
	12	8/2/00	
	13	8/2/00	
	Exhibit A	8/2/00	
	Exhibit B	8/2/00	
	Exhibit C	8/2/00	
	Exhibit D	8/2/00	
	Exhibit E	8/2/00	
	Exhibit F	8/2/00	
	Exhibit G	8/2/00	
		8/2/00	
2-Network Elements & Other Services	1	8/2/00	
	2	8/2/00	
	3	8/2/00	
	4	8/2/00	
	5	8/2/00	
	6	8/2/00	
	7	8/2/00	
	8	8/2/00	
	9	8/2/00	
	10	8/2/00	
	11	8/2/00	
	12	8/2/00	
	13	8/2/00	

AGREEMENT IMPLEMENTATION TEMPLATE (Residence)
for
IDS Telcom, L.L.C.
BellSouth Standard Interconnection Agreement

Attachment Name/Number	Section Number	Version Date	Planned Activities
	14	8/2/00	
	15	8/2/00	
	16	8/2/00	
	17	8/2/00	
	Exhibit A	8/2/00	
	Exhibit B	8/2/00	
	Exhibit C	8/2/00	
3-Local Interconnection	1	8/2/00	
	2	8/2/00	
	3	8/2/00	
	4	8/2/00	
	5	8/2/00	
	6	8/2/00	
	7	8/2/00	
	8	8/2/00	
	Exhibit A	8/2/00	
	Exhibit B	8/2/00	
	Exhibit C	8/2/00	
	Exhibit D	8/2/00	
	Exhibit E	8/2/00	
4-Physical Collocation	1	8/2/00	
	2	8/2/00	
	3	8/2/00	
	4	8/2/00	
	5	8/2/00	
	6	8/2/00	
	7	8/2/00	
	8	8/2/00	
	9	8/2/00	
	10	8/2/00	
	11	8/2/00	
	12	8/2/00	
	13	8/2/00	

AGREEMENT IMPLEMENTATION TEMPLATE (Residence)
for
IDS Telcom, L.L.C.
BellSouth Standard Interconnection Agreement

Attachment Name/Number	Section Number	Version Date	Planned Activities
	14	8/2/00	
	Exhibit A	8/2/00	
	Exhibit B	8/2/00	
5-Access to Numbers & Number Portability	1	8/2/00	
	2	8/2/00	
	3	8/2/00	
	4	8/2/00	
	5	8/2/00	
	6	8/2/00	
	7	8/2/00	
	8	8/2/00	
	Exhibit A	8/2/00	
6-Ordering/Provisioning	1	8/2/00	
	2	8/2/00	
	3	8/2/00	
7-Billing & Billing Accuracy Certification	1	8/2/00	
	2	8/2/00	
	3	8/2/00	
	4	8/2/00	
	5	8/2/00	
	6	8/2/00	
	7	8/2/00	
	Exhibit A	8/2/00	
8-ROW/Conduits/PoleAtt	1	8/2/00	
9-Perf Measurement	Pre-Ordering	8/2/00	
	Ordering	8/2/00	
	Provisioning	8/2/00	
	Maint/Repair	8/2/00	
	Billing	8/2/00	
	Opr Svcs/DA	8/2/00	
	E911	8/2/00	

AGREEMENT IMPLEMENTATION TEMPLATE (Residence)
for
IDS Telcom, L.L.C.
BellSouth Standard Interconnection Agreement

Attachment Name/Number	Section Number	Version Date	Planned Activities
	Trunk Grp Perf	8/2/00	
	Collocation	8/2/00	
	Appendix A	8/2/00	
	Appendix B	8/2/00	
	Appendix C	8/2/00	
10-Executive Summary		8/2/00	
		8/2/00	
11-Disaster Recovery		8/2/00	

AGREEMENT IMPLEMENTATION TEMPLATE (Business)
for
CLEC-1
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		
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	10		
	11		
	12		
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	25		
	26		
Terms/Conditions Part B			
1-Resale	1		
	2		

AGREEMENT IMPLEMENTATION TEMPLATE (Business)
for
CLEC-1
BellSouth Standard Interconnection Agreement

Attachment Name	Section No.	Version Date	Planned Activities
	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		
	9		
	10		
	11		
	12		
	13		

AGREEMENT IMPLEMENTATION TEMPLATE (Business)
for
CLEC-1
BellSouth Standard Interconnection Agreement

Attachment Name	Section No.	Version Date	Planned Activities
	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		
	10		
	11		
	12		
	13		
	14		
	Exhibit A		
	Exhibit B		
5-Access to Numbers &			

AGREEMENT IMPLEMENTATION TEMPLATE (Business)
for
CLEC-1
BellSouth Standard Interconnection Agreement

Attachment Name	Section No.	Version Date	Planned Activities
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		
9-Perf Measurement	Pre-Ordering		
	Ordering		
	Provisioning		
	Maint/Repair		
	Billing		
	Opr Svcs/DA		
	E911		
	Trunk Grp Perf		
	Collocation		
	Appendix A		
	Appendix B		

AGREEMENT IMPLEMENTATION TEMPLATE (Business)
for
CLEC-1
BellSouth Standard Interconnection Agreement

Attachment Name	Section No.	Version Date	Planned Activities
	Appendix C		

Attachment 11
BellSouth Disaster Recovery Plan

2000
BELLSOUTH

DISASTER RECOVERY PLANNING

For

CLECS

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1.0 PURPOSE

In the unlikely event of a disaster occurring that affects BellSouth's long-term ability to deliver traffic to a Competitive Local Exchange Carrier (CLEC), general procedures have been developed to hasten the recovery process. Since each location is different and could be affected by an assortment of potential problems, a detailed recovery plan is impractical. However, in the process of reviewing recovery activities for specific locations, some basic procedures emerge that appear to be common in most cases.

These general procedures should apply to any disaster that affects the delivery of traffic for an extended time period. Each CLEC will be given the same consideration during an outage and service will be restored as quickly as possible.

This document will cover the basic recovery procedures that would apply to every CLEC.

2.0 SINGLE POINT OF CONTACT

When a problem is experienced, regardless of the severity, the BellSouth Network Management Center (NMC) will observe traffic anomalies and begin monitoring the situation. Controls will be appropriately applied to insure the sanity of BellSouth's network; and, in the event that a switch or facility node is lost, the NMC will attempt to circumvent the failure using available reroutes.

BellSouth's NMC will remain in control of the restoration efforts until the problem has been identified as being a long-term outage. At that time, the NMC will contact BellSouth's Emergency Control Center (ECC) and relinquish control of the recovery efforts. Even though the ECC may take charge of the situation, the NMC will continue to monitor the circumstances and restore traffic as soon as damaged network elements are revitalized.

The telephone number for the BellSouth Network Management Center in Atlanta, as published in Telcordia's National Network Management Directory, is 404-321-2516.

3.0 IDENTIFYING THE PROBLEM

During the early stages of problem detection, the NMC will be able to tell which CLECs are affected by the catastrophe. Further analysis and/or first hand observation will determine if the disaster has affected CLEC equipment only; BellSouth equipment only or a combination. The initial restoration activity will be largely determined by the equipment that is affected.

Once the nature of the disaster is determined and after verifying the cause of the problem, the NMC will initiate reroutes and/or transfers that are jointly agreed upon by the affected CLECs' Network Management Center and the BellSouth NMC. The type and percentage of controls used will depend upon available network capacity. Controls necessary to stabilize the situation will be invoked and the NMC will attempt to re-establish as much traffic as possible.

For long term outages, recovery efforts will be coordinated by the Emergency Control Center (ECC). Traffic controls will continue to be applied by the NMC until facilities are re-established. As equipment is made available for service, the ECC will instruct the NMC to begin removing the controls and allow traffic to resume.

3.1 SITE CONTROL

In the total loss of building use scenario, what likely exists will be a smoking pile of rubble. This rubble will contain many components that could be dangerous. It could also contain any personnel on the premises at the time of the disaster. For these reasons, the local fire marshal with the assistance of the police will control the site until the building is no longer a threat to surrounding properties and the companies have secured the site from the general public.

During this time, the majority owner of the building should be arranging for a demolition contractor to mobilize to the site with the primary objective of reaching the cable entrance facility for a damage assessment. The results of this assessment would then dictate immediate plans for restoration, both short term and permanent.

In a less catastrophic event, i.e., the building is still standing and the cable entrance facility is usable, the situation is more complex. The site will initially be controlled by local authorities until the threat to adjacent property has diminished. Once the site is returned to the control of the companies, the following events should occur.

An initial assessment of the main building infrastructure systems (mechanical, electrical, fire & life safety, elevators, and others) will establish building needs. Once these needs are determined, the majority owner should lead the building restoration efforts. There may be situations where the site will not be totally restored within the confines of the building. The companies must individually determine their needs and jointly assess the cost of permanent restoration to determine the overall plan of action.

Multiple restoration trailers from each company will result in the need for designated space and installation order. This layout and control is required to maximize the amount of restoration equipment that can be placed at the site, and the priority of placements.

Care must be taken in this planning to insure other restoration efforts have logistical access to the building. Major components of telephone and building equipment will need to be removed and replaced. A priority for this equipment must also be jointly established to facilitate overall site restoration. (Example: If the AC switchgear has sustained damage, this would be of the highest priority in order to regain power, lighting, and HVAC throughout the building.)

If the site will not accommodate the required restoration equipment, the companies would then need to quickly arrange with local authorities for street closures, rights of way or other possible options available.

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.

Exhibit 3

GREENBERG
ATTORNEYS AT LAW
TRAURIG

Walter Steimel
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(202) 331-3100

File Number: 16425.011200

December 26, 2000

RECEIVED
DEC 26 2000
FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

Frank Lamancusa, Deputy Chief
Market Disputes Division
Enforcement Bureau
Federal Communications Commission
445 12th St. S.W.
Washington, D.C. 20554

Re: IDS Telcom Dispute with BellSouth – Request Pursuant to Section 1.730 of the Commission's Rules, 47 C.F.R. § 1.730, for Commission Staff Supervision of Settlement Negotiations and Acceptance of IDS Formal Complaint on the Enforcement Bureau Accelerated Docket

Dear Mr. Lamancusa:

This is written to advise the Commission that IDS Telcom (IDS), by its attorneys and for the reasons summarized in this letter, intends to file a formal complaint against BellSouth Telecommunications, Inc. (BellSouth). As described in the fourth paragraph of this letter, we are also seeking immediate informal intervention by the Commission staff to alleviate damage to IDS's business operations currently being caused by BellSouth's failure to meet its statutory obligations in converting customers to unbundled network element (UNE) platforms.

In addition, we are writing to request that your Division schedule and supervise pre-filing settlement negotiations between IDS and BellSouth for purposes of settling the dispute and avoiding the need for the filing of a formal complaint. Finally, we request that, if IDS does ultimately file a formal complaint against BellSouth, the Commission

accept the complaint for handling on the Enforcement Bureau's Accelerated Docket. The letter will discuss each of these matters in turn.

We also note that this is the second occasion on which IDS has sought relief from the Commission with regard to practices in which BellSouth has engaged that have been damaging to IDS's business operations. In August of this year IDS, by its attorneys, submitted an Emergency Petition for Intervention and Mediation[1] in which it outlined a dispute with BellSouth relating to BellSouth's refusal to provide services to IDS and BellSouth's overcharging IDS for services it was providing. The Petition also sought Commission intervention to prevent a threatened termination of services provided to IDS by BellSouth. The threatened service cut-off was averted in August, but the underlying problems that IDS has experienced with BellSouth have persisted and worsened, prompting IDS's decision to file a formal complaint.

Moreover, IDS's business operations are currently being harmed because the difficulties in converting customers to unbundled network element platform (UNE-P) service that began earlier this year have become more acute. In three letters sent to BellSouth during the week of December 18, IDS has further documented that BellSouth's performance continues to lag substantially behind its obligations regarding its provision of firm order commitments to IDS for the conversion of customers to UNEs.[2] IDS notes in this correspondence that, while BellSouth's process for converting customers to resale generally is carried out in a matter of hours, BellSouth's conversion of customers to UNEs is taking several weeks. IDS also alleges that BellSouth continues to take advantage of its own UNE conversion process shortcomings by wrongfully using IDS ordering information for BellSouth's own marketing campaigns, in violation of Section 222(b) of the Communications Act of 1934 (Act).[3]

Formal Complaint Against BellSouth

IDS has operated as an interexchange carrier offering interexchange services on a resale basis for over ten years, and IDS began operations as a competitive LEC shortly after passage of the Telecommunications Act of 1996. IDS has offered services extensively in Florida, has recently begun to offer services in Georgia, and plans to rapidly ex-

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[1] Letter from Marjorie K. Conner, Counsel for IDS, to Frank Lamancusa, Deputy Chief, Market Disputes Division, Enforcement Bureau, FCC, Aug. 14, 2000 ("IDS Letter").

[2] Letter from Keith Kramer, Senior Vice President, IDS Telcom, to Petra Pryor, Sales Assistant Vice President, BellSouth, Dec. 18, 2000, attached as Exhibit 1; Letter from Keith Kramer, Senior Vice President, IDS Telcom, to William Thrasher, BellSouth, Dec. 20, 2000, attached as Exhibit 2; Letter from Keith Kramer, Senior Vice President, IDS Telcom, to William Thrasher, BellSouth, Dec. 21, 2000, attached as Exhibit 3.

[3] 47 U.S.C. § 222(b).

and interconnection to IDS.

(6) BellSouth has refused to provide services to customers of IDS.

(7) BellSouth has failed to take steps to prevent service outages to former BellSouth customers who have subscribed to services from IDS, and BellSouth has failed to act responsibly and effectively to correct outages that have occurred.

(8) BellSouth has attempted to interfere with relations between IDS and its customers, to the detriment of IDS.

IDS attempted to begin ordering combined UNEs from BellSouth in November 1999. The facts will demonstrate that BellSouth failed to provide such UNEs to IDS until June 2000 – eight months after IDS was entitled to the UNEs under applicable law. IDS will also demonstrate that, notwithstanding BellSouth's failure to meet its duty to provide combined UNEs to IDS during this period, BellSouth continued to charge IDS access charges and the higher resale rates applicable to the services involved.

In particular, the facts will show that, in May of 2000, IDS attempted to use a BellSouth electronic interface to convert a large number of customers from resale service to UNE-P service. The result was that approximately 1,300 IDS business customers experienced interruption of their local and long distance services due to BellSouth processing errors. IDS will demonstrate that, when IDS customers called BellSouth to complain about these service problems, BellSouth customer representatives frequently claimed the problem was caused by IDS and attempted to convince IDS's customers to switch their service to BellSouth.

IDS has estimated its damages relating to BellSouth's failure to convert customers to UNE-P last May and the related disruption in services as approximately $1.4 million. In addition, IDS has lost profits from BellSouth's inability to convert customers from resale to UNE-P from November 1999 to May 2000. IDS has not yet been able to estimate the level of damages and lost profits it is currently experiencing as a result of the problems described above in the fourth paragraph of this letter. Moreover, BellSouth is currently demanding over $1 million as a deposit from IDS for new business.

The burdens imposed upon IDS by BellSouth's continuing failure to meet its statutory and contractual obligations have been compounded by the fact that BellSouth has systematically and continuously failed to provide the systems and processes necessary to enable IDS to convert customers successfully from resale service to UNE-P service. One example of this problem that IDS will demonstrate in its formal complaint involves the fact that BellSouth has consistently failed to correctly identify, and in some instances misidentified, the availability and functionality of electronic interfaces necessary for the ordering of UNEs. In more than one case, BellSouth posted the availability of an electronic interface on its Website, even though the interface had not yet been success-

fully tested. BellSouth continued to represent the availability of the interface on its Web-site even after it had actual knowledge of the inoperability of the interface, to the detriment of IDS and other competitive LECs.

A second example of this problem, which IDS will also demonstrate in its formal complaint, has been the ongoing breakdown and unreliability of BellSouth's Local Exchange Navigation System (LENS), the electronic interface for the transfer and management of end user accounts. In many instances, the system will terminate service to a BellSouth customer who has switched to IDS without initiating the service to IDS. IDS has documented cases involving these LENS transfer failures in which BellSouth customer service representatives will respond to customer inquiries by stating erroneously that the problems are caused by IDS, and by importuning the customer to return to BellSouth with the promise that doing so would avoid any further service interruptions. IDS is also aware of cases in which BellSouth has actually attempted to impose system usage charges on IDS for customers who have suffered these service disruptions and have already returned to BellSouth. In some cases, BellSouth has even attempted to bill IDS for the disconnection charges.

Finally, the facts will show that BellSouth has threatened IDS with both termination of service and denial of new customer accounts in states such as Georgia, in an attempt to leverage denial of service to cause IDS to refrain from pursuing its complaints against BellSouth.

Basis for Complaint

IDS believes that the facts summarized in the previous section demonstrate that BellSouth has violated the Act in several respects. First, BellSouth has violated the requirement of Section 201(b) of the Act that all carrier charges and practices must be just and reasonable,[4] and BellSouth has also violated the anti-discrimination provisions of Section 202 of the Act.[5] BellSouth overcharged IDS after it failed to move IDS from BellSouth's resale services to BellSouth's UNE-P services. IDS asked BellSouth to credit IDS for the overcharge, which BellSouth had done for two other carriers, but BellSouth refused to do so. This refusal resulted in BellSouth treating IDS differently than it treated two other similarly situated carriers – a *per se* violation Section 202.

Second, the facts show that BellSouth has violated its obligations to IDS under Section 251 of the Act. For example, Section 251(b)(1) prohibits a carrier from imposing "unreasonable or discriminatory conditions or limitations on . . . the resale of its telecommunications services."[6] BellSouth has violated this provision by overcharging IDS,

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[4] 47 U.S.C. § 201(b).

[5] 47 U.S.C. § 202.

[6] 47 U.S.C. §251(b)(1).

refusing to credit IDS for these overcharges, and treating other carriers differently than BellSouth has treated IDS. Also, BellSouth has failed to comply with its obligations under Section 251(c)(3) to provide nondiscriminatory access to network elements.

Third, BellSouth has violated statutory "anti-slamming" prohibitions by attempting to steal IDS customers through misrepresentations and deceptive practices.[7] In addition, BellSouth's use of IDS ordering information for BellSouth's own marketing efforts is a violation of Section 222(b) of the Act.

Request For Supervised Settlement Negotiations

IDS, by its attorneys and pursuant to Section 1.730(b) of the Commission's Rules,[8] hereby requests that the Market Disputes Resolution Division schedule and supervise pre-filing settlement negotiations between the parties. IDS and BellSouth have attempted to settle their differences on numerous occasions, but these efforts thus far have not been successful. IDS believes, however, that involvement of the Division staff in supervising negotiations would be productive because both parties have an interest in reaching a resolution of the dispute that avoids further litigation and expenditure of resources, and because IDS believes the Division can be assured that both parties are willing to negotiate in good faith under the Division's auspices to reach an expeditious and reasonable resolution of all disputed issues.

Request for Inclusion of the IDS Formal Complaint on the Enforcement Bureau's Accelerated Docket

If IDS and BellSouth are unable to resolve this dispute with the assistance of the Market Disputes Resolution Division, then IDS intends to file a formal complaint against BellSouth pursuant to Section 208 of the Act.[9] IDS, by its attorneys and pursuant to Sec-

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[7] *See* Section 258 of the Act, 47 U.S.C. § 258. Commission rulings have held that misrepresentations by telemarketers constitute slamming. *See* Coleman Enterprises, Apparent Liability for Forfeiture, 17 CR 206 (Aug. 19, 1999); Vista Group International, Apparent Liability for Forfeiture, 17 CR 288 (Aug. 19, 1999). In the *Coleman Enterprises* case, the Commission stated that "the evidence provided supports the complainants' allegations that the deceptive telemarketing practices were designed to mislead consumers into changing their preferred carriers . . . ."

[8] 47 C.F.R. § 1.730(b).

[9] 47 U.S.C. § 208.

tion 1.730(a) of the Commission's Rules,[10] hereby requests that the formal complaint by included on the Enforcement Bureau's Accelerated Docket.

The formal complaint would be appropriate for inclusion on the Accelerated Docket for several reasons. First, the fact that, following completion of negotiations supervised by Commission staff, IDS deems it necessary to file a formal complaint would demonstrate unequivocally that the parties have exhausted the reasonable opportunities for settlement during those negotiations.[11]

Second, expedited resolution of this dispute will advance competition in the telecommunications market.[12] The dispute centers on IDS's claims that BellSouth has used its control of switching and transport infrastructure to unfairly maintain a competitive advantage over IDS. BellSouth has sought to shield itself from competitive entry by IDS by failing to convert IDS from BellSouth's resale services to BellSouth's UNE-P services. BellSouth has also sought to charge IDS excessive rates for services that have been provided. Resolving the dispute will help to level playing field in markets in which IDS is seeking to compete against BellSouth.

Third, the dispute between IDS and BellSouth concerns alleged violations of the Act and, therefore, raises issues within the Commission's jurisdiction.[13] Specifically, IDS alleges that BellSouth has violated Sections 201, 202, and 251 of the Act. Section 208 of the Act affords the Commission jurisdiction to adjudicate complaints against common carriers which allege violations of the Act.

Request for Relief

IDS requests that the Commission:

1. Find BellSouth's activities to be unlawful, anti-competitive, and in violation of the Act.

2. Order the payment of actual and punitive damages, and attorney's fees, by BellSouth.

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[10] 47 C.F.R. § 1.730(a).

[11] *See* Section 1.730(e)(1) of the Commission's Rules, 47 C.F.R. § 1.730(e)(1).

[12] *See* Section 1.730(e)(2) of the Commission's Rules, 47 C.F.R. § 1.730(e)(2).

[13] *See* Section 1.730(e)(4) of the Commission's Rules, 47 C.F.R. § 1.730(e)(4).

3. Issue a cease and desist order against BellSouth to prevent continued and further violations of the Act.

Thank you for your attention to this matter.

Very truly yours,

Walter Steimel, Jr.

cc: IDS Telcom, Inc.

Mary Jo Peed, Esq.
BellSouth

Exhibit 1

VIA: Electronic Mail

December 18, 2000

Ms. Petra Pryor
Sales AVP
BellSouth
10th Floor
600 North 19th Street
Birmingham, AL. 35203

Re: Conversion of BellSouth Customers to IDS Telcom, LLC.

Dear Ms. Pryor:

IDS needs immediate relief from BellSouth concerning OSS issues. Currently, BellSouth cannot demonstrate any UNE conversion process that comes even close to what is mandated by the Act. The conversion process for UNEs is presumed to mirror-mage that of resale where conversion times are measured in hours. The conversion for UNEs is taking several weeks, even when IDS offers your center an additional two days for the FOC in order to help reduce the pressure within the system. IDS still sees no relief in sight. Currently, we have several thousand ANIs in BellSouth's pipeline to be converted. Unfortunately only a few are coming out. Today, we expected over 1000 ANIs to complete FOCs. This we are led to believe from BellSouth's personnel. However, it appears we received approximately eight.

After discussing this matter with Bill Thrasher, his response was that there must be a system problem, but he is paying special attention to us in Florida, because of the tremendous volume IDS is doing.

It is taking four-five weeks for the conversions to take place. BellSouth is using this opportunity to aggressively win back customers before they have converted (and I have more than enough data to back-up). When IDS checks the completed CSRs, we found that they went back to BellSouth before IDS can tell the customers they are on our service. Although BellSouth has the full right to win-back customers, BellSouth cannot maintain an inadcquate OSS to convert ANIs to UNEs in order for their win-back division to have an unfair advantage in attempting win-back of the aforementioned customers.

I must hear from you immediately to resolve these problems. BellSouth has left no avenue open for IDS to continue doing business. IDS has the best people in place to do conversions. As you are fully aware. If IDS cannot do conversions, because of the inadequacies of BellSouth' OSS, then we will have no choice but to take the remaining lines and convert them to resale, and take the delta between the cost of resale and UNEs.

Sincerely,

Keith Kramer
Senior Vice President

cc: Duane Ackerman

Exhibit 2

December 20, 2000

Bill Thrasher
BellSouth
10th Floor
600 N 19th Street
Birmingham, Alabama 35203

Dear Mr. Thrasher:

It is the opinion of IDS that BellSouth has approximately three devices with associated routers that support the LENS system. It is apparent that the LENS system (devices) to which IDS processes UNEs has been having systemic problems for several weeks. This deduction is made as a result of IDS experiencing no problems when we process orders at our Birmingham, AL. office.

IDS respectfully request that BellSouth resolve this systemic problem immediately since it severely impacts IDS' ability to do business and it appears that it may be IDS specific.

IDS is more than willing to work with your team on resolving this problem. Also, we have identified that the router (207.234.129.1) on the BellSouth side of our LAN to LAN is problematic, which also adds to the problem.

Sincerely,

Keith Kramer
Senior VP
IDS Telcom

Kk:kh

1525 N.W.167th St, 2nd Floor, Miami, Florida 33169
Tel.(305) 913-4000 Fax.(305) 913-5019 Toll Free:1-800-335-4437
www.idstelcom.com

Exhibit 3

December 21, 2000

Bill Thrasher
BellSouth
10th Floor
600 N 19th Street
Birmingham, Alabama 35203

Dear Mr. Thrasher:

The lack of PONS coming out of your office compared to the amount of lines going in has now reached a substantially critical level.

The investment I have spent to procure these lines is now at serious risk. I must have these out of the system by the end of the month. Please have at least four personnel assigned to IDS, so we can get these out of the system. We are at a highly crucial time, and we must have this accomplish by or before the end of the month.

Your urgent action is anticipated.

Sincerely,

Keith Kramer
Senior VP
IDS Telcom

cc: Petra Pryor
Jim Hope

KK:kh

1525 N.W.167th St, 2nd Floor, Miami, Florida 33169
Tel.(305) 913-4000 Fax.(305) 913-5019 Toll Free:1-800-335-4437
www.idstelcom.com

Exhibit 4

IDS Telcom, LLC
Petition for Arbitration against
BellSouth Telecommunications, Inc.

Closed Issues

IDS PROPOSAL	BELLSOUTH PROPOSAL	STATUS
General Terms and Conditions		
1. Paragraph 1, Definitions: Replace Definition "Telecommunications Act of 1996" as follows: "Communication Act of 1934 ("Act") (47 U.S.C., Sections 151 et seq.) as amended by the Telecommunications Act of 1996, Public Law 104.104."	1. Paragraph 1, Definitions: AGREED	1. Paragraph 1, Definitions: CLOSED
2. Paragraph 8.1, BellSouth Liability: IDS would like to reinstate language deleted with 2Q revisions: "BellSouth shall take financial responsibility for its own actions in causing, or its lack of action in preventing, unbillable or uncollectible CLEC-1 revenues."	2. Paragraph 8.1, BellSouth Liability: AGREED	2. Paragraph 8.1, BellSouth Liability: CLOSED
3. Paragraph 8.3: IDS requests to reinstate original	3. Paragraph 8.3: AGREED	3. Paragraph 8.3: CLOSED

IDS PROPOSAL	BELLSOUTH PROPOSAL	STATUS
language as follows: "Neither Party shall be liable to the other for any act or omission of another telecommunications company providing services to the Parties hereunder." 4. Paragraph 8.6, Disclaimer: UNLESS INCONSISTENT WITH OR IN VIOLATION OF APPLICABLE LAW, INCLUDING THE ACT OR THE RULES AND REGULATIONS OF THE FEDERAL COMMUNICATIONS COMMISSION, THE FEDERAL TRADE COMMISSION OR SIMILAR AUTHORITY, 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	4. Paragraph 8.6, Disclaimer: ~~UNLESS INCONSISTENT WITH OR IN VIOLATION OF APPLICABLE LAW, INCLUDING THE ACT OR THE RULES AND REGULATIONS OF THE FEDERAL COMMUNICATIONS COMMISSION, THE FEDERAL TRADE COMMISSION OR SIMILAR AUTHORITY,~~ 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	4. Paragraph 8.6, Disclaimer: CLOSED – IDS agreed to BellSouth original language

IDS PROPOSAL	BELLSOUTH PROPOSAL	STATUS
PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE. 5. Paragraph 11, Assignments: "Any assignment by either Party to any non-affiliated entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void. Consent by the other Party shall not be unreasonably withheld, and if unreasonably withheld, shall be considered granted. A Party may assign this Agreement or any right, obligation, duty or other interest hereunder to an Affiliate of the Party without the consent of the other Party; provided, however, that the assigning Party shall notify the other Party in writing of such assignment thirty (30) days prior to the effective date thereof and, provided further, if the assignee is an assignee of IDS, the assignee must provide evidence of Commission CLEC certification. The Parties shall amend this Agreement to reflect such assignments and shall work cooperatively to implement any changes required due to such assignment. All obligations and duties of any Party under	OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE. 5. Paragraph 11, Assignments: "Any assignment by either Party to any non-affiliated entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void. Consent by the other Party shall not be unreasonably withheld, ~~and if unreasonably withheld, shall be considered granted~~. A Party may assign this Agreement or any right, obligation, duty or other interest hereunder to an Affiliate of the Party without the consent of the other Party; provided, however, that the assigning Party shall notify the other Party in writing of such assignment thirty (30) days prior to the effective date thereof and, provided further, if the assignee is an assignee of IDS, the assignee must provide evidence of Commission CLEC certification. The Parties shall amend this Agreement to reflect such assignments and shall work cooperatively to implement any changes required due to such assignment. All obligations and duties of any Party under	5. Paragraph 11, Assignments: CLOSED – IDS agreed to BellSouth's change

IDS PROPOSAL	BELLSOUTH PROPOSAL	STATUS
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."	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."	
6. Section 15, Adoption of Agreements "BellSouth shall make available, pursuant to 47 USC § 252 and the FCC rules and regulations regarding such availability, to IDS any interconnection, service, or network element provided under any other agreement filed and approved pursuant to 47 USC § 252~~, provided a minimum of six months remains on the term of such agreement~~. 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 BellSouth demonstrates are legitimately related to 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. The term of the adopted agreement or provisions shall expire on the same date	6. Section 15, Adoption of Agreements "BellSouth shall make available, pursuant to 47 USC § 252 and the FCC rules and regulations regarding such availability, to IDS any interconnection, service, or network element provided under any other agreement filed and approved pursuant to 47 USC § 252, provided a minimum of six months remains on the term of such agreement. 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 ~~BellSouth demonstrates~~ are legitimately related to 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. The term of the adopted agreement or provisions shall expire on the same date	6. Section 15, Adoption of Agreements CLOSED: IDS withdrew its proposal to delete the six month minimum term for adopted agreements. IDS agreed to BellSouth's counter-proposal deleting BellSouth's demonstration obligations

IDS PROPOSAL	BELLSOUTH PROPOSAL	STATUS
as set forth in the agreement which was adopted."	as set forth in the agreement which was adopted."	
7. Paragraph 16.1, Modification of Agreement "If IDS changes its name or makes changes to its company structure or identity due to a merger, acquisition, transfer of any other reason, it is the responsibility of IDS to notify BellSouth of said changes ~~and request that an amendment to this Agreement, if necessary, be executed to reflect said changes~~and the agreement either will be automatically amended to reflect the changes, or the Parties shall immediately execute a new agreement reflecting the change, if necessary."	7. Paragraph 16.1, Modification of Agreement "If IDS changes its name or makes changes to its company structure or identity due to a merger, acquisition, transfer of any other reason, it is the responsibility of IDS to notify BellSouth of said changes and request that an amendment to this Agreement, if necessary, be executed to reflect said changes."	7. Paragraph 16.1, Modification of Agreement CLOSED – IDS agreed to reinstate BellSouth's original language.
8. Paragraph 20, Governing Law "IDS Proposes to change governing laws of Georgia to the "individual state(s) wherein it is implemented."	8. Paragraph 20, Governing Law "To the extent any provisions of this Agreement are subject to the jurisdiction of the FCC, applicable federal rules and regulations shall govern those provisions. To the extent any provisions of this Agreement are subject to the jurisdiction of the state Commission, applicable Commission rules and regulations shall govern those provisions. All other provisions of this Agreement, including	8. Paragraph 20, Governing Law CLOSED - IDS accepted BellSouth's proposal

IDS PROPOSAL	BELLSOUTH PROPOSAL	STATUS
	general contract provisions, shall be governed by the laws of the state of Georgia."	
9. Paragraph 22.3 Notices "Notwithstanding the foregoing, either Party may provide notice to the other via Internet posting of price changes, changes to the terms and conditions of services available for resale, changes to business processes and policies, notices of new service offerings, and changes to service offerings not requiring an amendment to this Agreement. Further, BellSouth may provide via Internet posting, notices required to be posted to BellSouth's website, and any other information of general applicability to CLECs."	9. Paragraph 22.3 Notices "Notwithstanding the foregoing, BellSouth may provide IDS notice via Internet posting of price changes, changes to the terms and conditions of services available for resale, changes to business processes and policies, notices of new service offerings, and changes to service offerings not requiring an amendment to this Agreement."	9. Paragraph 22.3 Notices CLOSED - BellSouth agreed to IDS' proposal
10. Paragraph 23, Rule of Construction IDS requested to delete	10. Paragraph 23, Rule of Construction "No rule of construction requiring interpretation against the drafting Party hereof shall apply in the interpretation of this Agreement."	10. Paragraph 23, Rule of Construction CLOSED - IDS agreed to reinstate
Attachment 1, Resale		
11. Exhibit C, LIDB Agreement IDS proposed to delete Paragraphs II, Term; IV, Indemnification; V,	11. Exhibit A, LIDB Agreement, VI.C-G AGREED	11. Exhibit A, LIDB Agreement, VI.C-G CLOSED – renumbered as appropriate

IDS PROPOSAL	BELLSOUTH PROPOSAL	STATUS
Limitation of Liability; and VI. C through G as they are already addressed in the General Terms and Conditions to main Agreement. VI. B. IDS Proposed: "This Storage Agreement is subject to the terms and conditions set forth in the General Terms and Conditions of the Agreement."		
Attachment 2, Network Elements and Other Services		
12. Paragraph 2.1.15 and 2.1.16: "If after retesting IDS again isolates troubles on the loops back to the BellSouth provided loop and BellSouth finds that trouble actually does exist as originally reported by IDS, then BellSouth will credit IDS for all charges associated with the original dispatching and testing (outside CO) performed by BellSouth. If trouble continues to exist on the loop(s) after a reasonable number of attempts to correct the trouble and the Parties cannot agree as to where the trouble resides, IDS may exercise its right to petition the Commission for a resolution of the dispute as set forth in	12. Paragraph 2.1.15 and 2.1.16: "If after retesting IDS again isolates troubles on the loops back to the BellSouth provided loop and BellSouth finds that trouble actually did exist in the loop(s) at the time the trouble was originally reported to BellSouth, then BellSouth will credit IDS for all charges associated with the original dispatching and testing (outside CO) performed by BellSouth."	12. Paragraph 2.1.15 and 2.1.16: CLOSED – BellSouth agreed with IDS' proposal

IDS PROPOSAL	BELLSOUTH PROPOSAL	STATUS
Paragraph 12 of the General Terms and Conditions to this Agreement."		
13. Paragraphs 3.2.1.1 and 3.2.1.2 – The dates addressed in the Agreement are irrelevant to the Agreement. Does BellSouth currently have a sufficient number of splitters for placement in all central offices requested by CLECs today?	13. Paragraphs 3.2.1.1 and 3.2.1.2 AGREED – replaced with language from more current version of BellSouth Standard Agreement.	13. Paragraphs 3.2.1.1 and 3.2.1.2 CLOSED
14. Paragraph 3.3.1, Line Sharing "To order High Frequency Spectrum on a particular loop, IDS must have a Digital Subscriber Line Access Multiplexer ("DSLAM") collocated in the central office that serves the end-user of such loop. IDS' DSLAM may be either physically or virtually collocated in the central office. IDS may order splitters in a central office once it has installed its DSLAM in its physical collocation space or once BellSouth has installed the DSLAM in IDS' virtual collocation space in that central office. BellSouth will install these splitters within the interval provided in paragraph 3.2.1.1."	14. Paragraph 3.3.1, Line Sharing "To order High Frequency Spectrum on a particular loop, IDS must have a DSLAM collocated in the central office that serves the end-user of such loop. IDS 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 3.2.1.1."	14. Paragraph 3.3.1, Line Sharing CLOSED – BellSouth agreed with IDS' proposal

IDS PROPOSAL	BELLSOUTH PROPOSAL	STATUS
15. Paragraph 5.3.5 IDS proposed to delete restrictions on use of EELs since they are related only to conversion of SPA services to EELs.	15. Paragraph 5.3.5 "EEL combinations for DS1 level and above will be available only when IDS provides and handles at least one third of the end user's local traffic over the facility provided. In addition, on the DS1 loop portion of the combination, at least fifty (50) percent of the activated channels must have at least five (5) percent local voice traffic individually and, for the entire DS1 facility, at least then (10) percent of the traffic must be local voice traffic."	15. Paragraph 5.3.5 CLOSED – BellSouth agreed to delete
16. Paragraph 5.6.3, Combination Offerings IDS requested BellSouth make UNE-P Coin services available to them.	16. Paragraph 5.6.3, Combination Offerings AGREED	16. Paragraph 5.6.3, Combination Offerings CLOSED – included new language in 5.6.3.7 of Attachment 2 and rates in Exhibit D to Attachment 2.
17. IDS requested newly lowered local switching usage rates and new rate structure	17. AGREED	17. CLOSED – included new rates/rate structure in Exhibit D to Attachment 2.
18. Exhibit A, LIDB Agreement IDS proposed to delete Paragraphs II, Term; IV, Indemnification; V, Limitation of Liability; and VI. B through G as they are already addressed in the General Terms and Conditions to main Agreement.	18. Exhibit A, LIDB Agreement AGREED to all but VI.C - made counter-proposal as for replacing VI.C. as follows: "This Storage Agreement is subject to the terms and conditions set forth in the General Terms and Conditions of the	18. Exhibit A, LIDB Agreement CLOSED – IDS agreed to BellSouth's counter-proposal. – Renumbered as appropriate.

IDS PROPOSAL	BELLSOUTH PROPOSAL	STATUS
	Agreement."	
Attachment 3, Network Interconnection		
19. Paragraph 7, Remote Access Server (RAS) Network Interconnection: IDS proposed to reinstate this section and requested that BellSouth clarify intent of deletion.	19. Paragraph 7, Remote Access Server (RAS) Network Interconnection: N/A	19. Paragraph 7, Remote Access Server (RAS) Network Interconnection: CLOSED - IDS withdrew its request to reinstate
Attachment 4, Physical Collocation		
No Issues		
Attachment 5, Numbering		
No Issues		
Attachment 6, Ordering and Provisioning		
20. Paragraph 1.3 IDS proposed to add: "The working hours defined in this Paragraph 1.3 are subject to the applicable time zones, e.g. Eastern Time or Central Time, wherein the service is being ordered.	20. Paragraph 1.3 AGREED	20. Paragraph 1.3 CLOSED
Attachment 7, Billing		
21. Paragraph 2.1.1, Billing Disputes "If the Parties cannot reach a settlement	21. Paragraph 2.1.1, Billing Disputes AGREED	21. Paragraph 2.1.1, Billing Disputes CLOSED

IDS PROPOSAL	BELLSOUTH PROPOSAL	STATUS
of the billing dispute within sixty (60) calendar days of the notification date, they may utilize the Resolution of Dispute process set forth in Section 12 of the General Terms and Conditions to this Agreement." 22. Paragraph 2.2, Billing Disputes IDS proposed the following to be added to BellSouth's 2.2: "In the case of a disputed charge that is subject to a late payment penalty under the terms of this Section, any penalty paid by the Party disputing the charge shall be refunded to that Party upon determination that the basis for disputing the charge was correct and that the Party is not obligated to pay the charge. If it is determined that the Party disputing the charge is obligated to pay only a portion of the disputed charge, then a commensurate portion of the penalty shall be refunded to that Party."	22. Paragraph 2.2, Billing Disputes 2.2 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	22. Paragraph 2.2, Billing Disputes CLOSED – IDS agreed to BellSouth's counter-proposal to IDS' proposal as reflected below as 2.2.1 and 2.2.2: 2.2.1 If the disputing Party withholds payment of disputed charges and the dispute is resolved in favor of the disputing Party, the billing Party will remove the disputed charges and any associated interest and/or late payment charges from the disputing Party's bill. If the disputing Party withholds payment of disputed charges and the dispute is resolved in favor of the billing Party, the disputing Party will pay the disputed charges and any associated interest and/or late payment charges as described in Section 2.2 above. 2.2.2 If the disputing Party pays the disputed charges in accordance with the bill and the dispute is resolved in

IDS PROPOSAL	BELLSOUTH PROPOSAL	STATUS
	services purchased from the Private Line Tariff for purposes of resale, Section B2 of the Private Line Service Tariff; and for network elements and other services and local interconnection charges, Section E2 of the Access Service Tariff. In no event, however, shall interest be assessed by either Party on any previously assessed late payment charges. The Parties shall assess interest on previously assessed late payment charges only in a state where it has the authority pursuant to its tariffs. If the disputing Party withholds payment of disputed charges and the dispute is resolved in favor of the disputing Party, the billing Party will remove the disputed charges and any associated interest and/or late payment charges from the disputing Party's bill.	favor of the disputing Party, the billing Party will credit the disputing Party's bill in the amount of the disputed charges. If the disputing Party pays the disputed charges in accordance with the bill and the dispute is resolved in favor of the billing Party, no further action is required.
Attachment 8, Rights of Way, Conduits and Pole Attachments		
No Issues		
Attachment 9, Performance Measurements		
No Issues		

IDS PROPOSAL	BELLSOUTH PROPOSAL	STATUS
Attachment 10, Agreement Implementation Template		
No Issues		
Attachment 11, BellSouth Disaster Recovery Plan		
No Issues		