



BellSouth Telecommunications, Inc.
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Nashville, TN 37201-3300

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April 22, 2002

REC'D TN
REGULATORY
Guy M. Hicks
General Counsel
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615 214 6301
OFFICE Fax 615 214 7406
EXECUTIVE SECRETARY

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

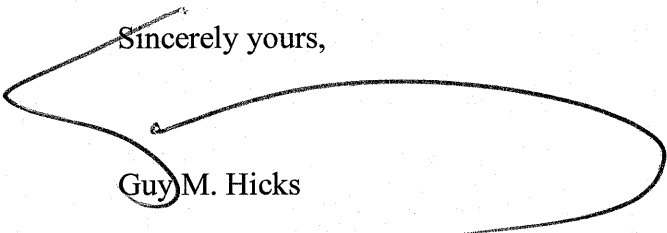
Re: Approval of the Interconnection Agreement between BellSouth Telecommunications, Inc. and LoadPoint, LLC pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.
Docket No. 02-00467

Dear Mr. Waddell:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, BellSouth Telecommunications, Inc. and LoadPoint, LLC ("LoadPoint") are hereby submitting to the Tennessee Regulatory Authority ("TRA") the original and thirteen copies of the attached Petition for Approval of the Interconnection Agreement (the "Agreement"). LoadPoint has adopted the XO Tennessee, Inc. Interconnection agreement in its entirety. The XO Tennessee, Inc. agreement was approved by the TRA on November 21, 2000..

Thank you for your attention to this matter.

Sincerely yours,


Guy M. Hicks

GMH:dt
Enclosure
cc: Jerry Dunlap, LoadPoint, LLC

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

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

Docket No. 02-00467

**PETITION FOR APPROVAL OF THE INTERCONNECTION AGREEMENT
NEGOTIATED BETWEEN BELL SOUTH TELECOMMUNICATIONS, INC.
AND LOADPOINT, LLC
PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996**

COME NOW, LoadPoint, LLC ("LoadPoint") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Interconnection Agreement dated March 26, 2002 (the "Agreement") between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, BellSouth and LoadPoint state the following:

1. LoadPoint has adopted the XO Tennessee, Inc. Interconnection Agreement in its entirety. The Tennessee Regulatory Authority (the "TRA") approved the XO Tennessee, Inc. Agreement on November 21, 2000. A copy of the Agreement and Amendments are attached hereto and incorporated herein by reference.

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

3. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Agreement between LoadPoint and BellSouth within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates

against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

4. LoadPoint and BellSouth aver that the Agreement is consistent with the standards for approval. The approval of said Agreement provides for new competitors in the local exchange market in Tennessee, which will likely bring new services, lower prices and other benefits to the public.

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

LoadPoint and BellSouth respectfully request that the TRA approve the Agreement. the parties.

This 22 day of April, 2002.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

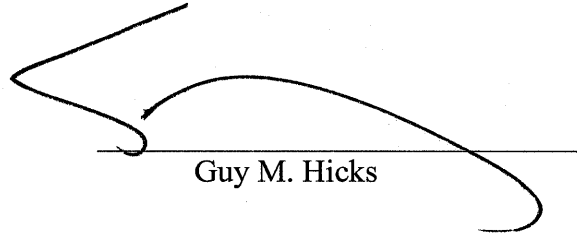
BY: 

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

CERTIFICATE OF SERVICE

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Interconnection Agreement on the following via United States Mail on the 22 day of April, 2002.

Mr. Jerry Dunlap
Chief Manager
LoadPoint, LLC
103 Powell Ct.
Suite 450
Brentwood, NC 37027



Guy M. Hicks

AGREEMENT

This Agreement, which shall become effective ten business days following the date of the last signature of both Parties ("Effective Date"), is entered into by and between LoadPoint, LLC, ("LoadPoint"), a Tennessee corporation on behalf of itself, and BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself and its successors and assigns.

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

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

WHEREAS, LoadPoint has requested that BellSouth make available the interconnection agreement in its entirety executed between BellSouth and XO Tennessee, Inc. dated November 4, 1999, for the state of Tennessee.

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

1. With the exceptions in Sections 2, 3, 4, 5, 6, 7 and 8 of this agreement, LoadPoint and BellSouth shall adopt in its entirety the XO Tennessee, Inc. Interconnection Agreement dated November 4, 1999, and any and all amendments to said agreement executed and approved by the Tennessee Regulatory Authority as of the date of the execution of this Agreement. The XO Tennessee, Inc. Interconnection Agreement and all amendments are attached hereto as Exhibit 1 and incorporated herein by this reference. The adoption of this agreement with amendments consists of the following:

ITEM	NO. PAGES
Adoption Papers	5
Exhibit 1	1
Title Page	1

Table of Contents	1
General Terms and Conditions	21
Attachment 1	10
Attachment 2	67
Attachment 3	13
Attachment 4	17
Attachment 5	10
Attachment 6	6
Attachment 7	15
Attachment 8	8
Attachment 9	43
Attachment 10	5
Attachment 11	31
Attachment 12	9
Amendment dated May 4, 2000	5
Amendment dated July 17, 2000	21
Amendment dated September 8, 2000	22
Amendment dated November 8, 2000	6
Amendment dated November 8, 2000	3
Amendment dated November 13, 2000	1
Amendment dated January 24, 2001	2
Amendment dated March 1, 2001	2
Amendment dated April 23, 2001	3
Amendment dated September 20, 2001	3
Amendment dated October 3, 2001	3
Amendment dated January 10, 2002	3
Exhibit 2 – Attachment 3, Exhibit A	2
Exhibit 3 – Attachment 2	98
Exhibit 4 – Attachment 4	64
Exhibit 5	2
TOTAL	503

2. LoadPoint and BellSouth shall incorporate into this agreement the deletion of the definition of Local Traffic in Part B of the General Terms and Conditions and shall incorporate the replacement definition to read:

Local Traffic is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or a corresponding Extended Area Service (“EAS”) exchange. The terms Exchange, and EAS exchanges are defined and specified in Section A3. of BellSouth’s General Subscriber Service Tariff. Consistent with the FCC’s Order on Remand and Report and Order in CC Docket 99-68 released April 27, 2001 (“ISP Order on Remand”), ISP-bound Traffic is not

Local Traffic subject to reciprocal compensation, but instead is information access traffic subject to the FCC's jurisdiction.

3. LoadPoint and BellSouth shall incorporate into this agreement the addition of the following language into Attachment 3:

8.3 ISP-bound Traffic is defined as calls to an information service provider or Internet service provider ("ISP") that are dialed by using a local dialing pattern (7 or 10 digits) by a calling party in one Local Calling Area to an ISP server or modem in the same Local Calling Area. ISP-bound Traffic is not Local Traffic subject to reciprocal compensation, but instead is information access traffic subject to the FCC's jurisdiction.

8.4 Notwithstanding the definitions of Local Traffic and ISP-bound traffic above, and pursuant to the FCC's Order on Remand and Report and Order in CC Docket 99-68 released April 27, 2001 ("ISP Order on Remand"), BellSouth and LoadPoint agree to the rebuttable presumption that all combined circuit switched Local and ISP-bound Traffic delivered to BellSouth or LoadPoint that exceeds a 3:1 ratio of terminating to originating traffic on a statewide basis shall be considered ISP-bound traffic for compensation purposes. BellSouth and LoadPoint further agree to the rebuttable presumption that all combined circuit switched Local and ISP-bound Traffic delivered to BellSouth or LoadPoint that does not exceed a 3:1 ratio of terminating to originating traffic on a statewide basis shall be considered Local Traffic for compensation purposes.

8.5 In the event that the ISP Order on Remand is reversed or vacated in its entirety, each Party shall have the right, upon the effective date of any such event, to terminate this Agreement by written notice to the other Party. The termination shall be effective upon signature of an amendment terminating the Agreement. If the ISP Order on Remand is vacated in part, or materially modified, this Agreement shall be amended to incorporate the extent of the vacation or modification. The provisions of this paragraph shall be in addition to and not in limitation of any other provisions of the Agreement that apply if the Order on Remand is reversed, vacated or materially modified.

8.6 Neither Party shall pay compensation to the other Party for per minute of use rate elements associated with the Call Transport and Termination of ISP-bound Traffic.

4. LoadPoint and BellSouth hereby agree to delete all rates in Table 1, Attachment 12 which relate to elements and services provided in Attachment 3 and replace with the rates provided in the new Attachment 3, Exhibit A, incorporated herein as Exhibit 2.

5. LoadPoint and BellSouth hereby agree to exclude from this adoption of the XO Tennessee, Inc. Interconnection Agreement the Amendments dated January 24, 2001 and April 23, 2001.

6. LoadPoint and BellSouth hereby agree to delete Attachment 2 in the XO Tennessee, Inc. Interconnection Agreement in its entirety. The Parties hereby agree that Attachment 2 shall be replaced as provided and incorporated herein by Exhibit 3 of this Agreement between LoadPoint and BellSouth. Rates for elements included in Exhibit 3 (Attachment 2, Exhibit B) will replace the applicable rates for those elements in Attachment 12.

7. LoadPoint and BellSouth hereby agree to delete Attachment 4 in the XO Tennessee, Inc. Interconnection Agreement in its entirety. The Parties hereby agree that Attachment 4 shall be replaced as provided and incorporated herein by Exhibit 4 of this Agreement between LoadPoint and BellSouth.

8. LoadPoint and BellSouth hereby agree to delete Section 7.3 of Attachment 9 and replace with a new Section 7.3 provided in Exhibit 5 and incorporated herein.

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

10. The term of this Agreement shall be from the effective date as set forth above and shall expire as set forth in Section 1.1 of the XO Tennessee, Inc. Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to Section 1.1 of the XO Tennessee, Inc. Interconnection Agreement, the effective date shall be November 4, 1999.

11. LoadPoint shall accept and incorporate any amendments to the XO Tennessee, Inc. Interconnection Agreement executed as a result of any final judicial, regulatory, or legislative action.

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

BellSouth Telecommunications, Inc.

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

and

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

LoadPoint, LLC

103 Powell Ct.
Suite 450
Brentwood, NC 37027

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

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

BellSouth Telecommunications, Inc.

CW Boltz
Signature
C. W. Boltz
Name
Managing Director
Title
3/26/02
Date

LoadPoint, LLC

Jerry Dunlap
Signature
Jerry Dunlap
Name
Chief Manager
Title
3/17/02
Date

EXHIBIT 1

08 JUN 5 77 3 08

INTERCONNECTION AGREEMENT

between

BellSouth Telecommunications, Inc.

and

NEXTLINK Tennessee, Inc.

ORIGINAL

TABLE OF CONTENTS

General Terms and Conditions

Part A

1. Term of the Agreement
2. Ordering Procedures
3. Parity
4. Directory Listings
5. Bona Fide Request Process for Further Unbundling
6. Liability and Indemnification
7. Intellectual Property Rights and Indemnification
8. Treatment of Proprietary and Confidential Information
9. Assignments
10. Resolution of Disputes
11. Limitation of Use
12. Taxes
13. Force Majeure
14. Year 2000 Compliance
15. Modification of Agreement
16. Waivers
17. Governing Law
18. Arm's Length Negotiations
19. Notices
20. Rule of Construction
21. Headings of No Force or Effect
22. Multiple Counterparts
23. Entire Agreement

Part B - Definitions

Attachment 1 - Resale

Attachment 2 - Unbundled Network Elements

Attachment 3 - Local Interconnection

Attachment 4 - Physical Collocation

Attachment 5 - Access to Numbers and Number Portability

Attachment 6 - Ordering and Provisioning

Attachment 7 - Connectivity Billing and Recording

Attachment 8 - Optional Daily Usage File Agreement

Attachment 9 - Rights-of-Way, Conduits and Pole Attachments

Attachment 10- Bona Fide Request Process

Attachment 11- Service Quality Measurements

Attachment 12- Pricing

AGREEMENT

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc. ("BellSouth"), a Georgia corporation, and NEXTLINK Tennessee, Inc. ("NEXTLINK"), a Washington corporation, and shall be deemed effective as of the date signed by both parties to the agreement. This agreement may refer to either BellSouth or NEXTLINK or both as a "Party" or "Parties."

WITNESSETH

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

WHEREAS, NEXTLINK is an alternative local exchange telecommunications company ("ALEC") authorized to provide, or intends to become authorized to provide, telecommunications services in the state of Tennessee; and

WHEREAS, the Parties wish to interconnect their facilities, allow for the purchase of BellSouth unbundled elements and retail services, and exchange traffic specifically for the purposes of fulfilling their obligations pursuant to sections 251 and 252 of the Telecommunications Act of 1996 ("the Act").

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

1. Term of the Agreement

1.1 The term of this Agreement shall be three years, beginning the date signed by both Parties.

1.2 The Parties agree that by no later than one hundred and eighty (180) days prior to the expiration of this Agreement, they shall commence negotiations with regard to the terms, conditions and prices of local interconnection to be effective beginning on the expiration date of this Agreement ("Subsequent Agreement"). The Parties further agree that any such Subsequent Agreement shall be for a term of no less than two (2) years unless the Parties agree otherwise.

1.3 If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in Section 1.2, 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. The Parties agree that, in such event, they shall encourage the Commission to issue its order regarding the appropriate local interconnection arrangements no later than the expiration date of this Agreement. The Parties further agree that in the event the Commission does not issue its order prior to the expiration date of this Agreement, or if the Parties continue beyond the expiration date of this Agreement to negotiate the local interconnection arrangements without Commission intervention, the terms, conditions and prices ultimately ordered by the Commission, or negotiated by the Parties, will be effective retroactive to the day following the expiration date of this Agreement. Until the Subsequent Agreement becomes effective, the Parties shall continue to exchange traffic pursuant to the terms and conditions of this Agreement.

2. Ordering Procedures

- 2.1 Detailed procedures for ordering and provisioning BellSouth services are set forth in the BellSouth Ordering Guide for CLECs.
- 2.2 BellSouth has developed electronic systems for placing most resale and some UNE orders. BellSouth has also developed electronic systems for accessing data needed to place orders including valid address, available services and features, available telephone numbers, due date estimation on pre-order and calculation on firm order, and customer service records where applicable. Charges for operational support systems (OSS) shall be as set forth in Attachment 12 to this Agreement.

3. Parity

BellSouth shall provide NEXTLINK with interconnection, Services for resale, and access to unbundled Network Elements at parity to that which BellSouth provides itself, any BellSouth subsidiary, affiliate or end user.

4. Directory Listings

BellSouth shall provide NEXTLINK and NEXTLINK customers access to White Pages and Yellow Pages directory listings and directories at parity

to the access BellSouth provides its affiliates, end users, and other telecommunications carriers, and consistent with the following terms:

- 4.1 Listings. BellSouth or its agent shall include NEXTLINK residential and business customer listings in the appropriate White Pages (residential and business) or alphabetical directories. Directory listings shall make no distinction between NEXTLINK and BellSouth subscribers.
- 4.2 Rates. Subscriber primary listing information in the White Pages shall be provided at no charge to NEXTLINK or its subscribers, provided that NEXTLINK provides subscriber listing information to BellSouth at no charge.
- 4.3 Procedures for Submitting NEXTLINK Subscriber Information. BellSouth shall provide to NEXTLINK a magnetic tape or computer disk containing the proper format for submitting subscriber listings. NEXTLINK shall provide BellSouth with directory listings and daily updates to those listings, including new, changed and deleted listings, in an industry-accepted format. NEXTLINK shall indicate the names, addresses and telephone numbers of all NEXTLINK customers that wish to be omitted from directories. These procedures are further detailed in the BellSouth Ordering Guide for CLECs.
- 4.4 Inclusion of NEXTLINK Customers in Directory Assistance Database. BellSouth shall include and maintain NEXTLINK subscriber listings in BellSouth's directory assistance databases at no charge. BellSouth and NEXTLINK shall formulate appropriate procedures regarding lead time, timeliness, format and content of listing information. BellSouth shall update NEXTLINK subscriber listings with the same timeliness BellSouth updates its own subscriber listings.
- 4.5 Listing Information Confidentiality. BellSouth shall accord NEXTLINK's directory listing information the same level of confidentiality that BellSouth accords its own directory listing information. BellSouth shall limit access to NEXTLINK's customer proprietary and/or confidential directory information to those BellSouth employees who are involved in the preparation of listings.
- 4.6 Optional Listings. Additional listings and optional listings shall be offered by BellSouth at tariffed rates set forth in the General Subscriber Services Tariff.
- 4.7 Delivery. BellSouth or its agent shall deliver White Pages and Yellow Pages directories to NEXTLINK subscribers at no charge and with the same timeliness BellSouth delivers directories to BellSouth subscribers.

- 4.8 **Reporting Procedures:** A designated BellSouth representative shall consult with a designated NEXTLINK representative regarding the timely processing of NEXTLINK directory listing information into the BellSouth directory listing databases. Such consultation shall be on a biweekly basis from the effective date of this Agreement and shall continue until the representatives agree that such consultation is no longer necessary or is needed on a less frequent basis. The representatives shall discuss and resolve, within their authority, any issue relating to the timely processing of such listings.

5. **Bona Fide Request Process for Further Unbundling**

NEXTLINK's request for access to an unbundled Network Element or Service that is not available under this Agreement shall be treated as a Bona Fide Request, and shall be submitted to BellSouth pursuant to the Bona Fide Request Process set forth in Attachment 10; provided that, if BellSouth provides an unbundled Network Element not available under this Agreement to itself, BellSouth customers or affiliates, or any other telecommunications carrier, whether through the Bona Fide Request Process, an agreement, or pursuant to a regulatory proceeding, BellSouth shall offer that Network Element to NEXTLINK at the same rates, terms and conditions it is provided to BellSouth, its affiliates, customers or other telecommunications carriers. If BellSouth provides a retail telecommunications service not available under this Agreement, NEXTLINK may request access to such service, for resale purposes, pursuant to the Bona Fide Request Process.

6. **Liability and Indemnification**

- 6.1 **Liability of BellSouth.** Unless expressly stated otherwise in this Agreement, BellSouth's liability to NEXTLINK during any contract year, resulting from any and all causes, shall not exceed the amount due and owing by BellSouth to NEXTLINK during the contract year in which such cause arises or accrues.
- 6.2 **Liability of NEXTLINK.** Unless expressly stated otherwise in this Agreement, NEXTLINK's liability to BellSouth during any contract year, resulting from any and all causes, shall not exceed the amount due and owing by NEXTLINK to BellSouth during the contract year in which such cause arises or accrues.

- 6.3 Customers. Each party shall, to the greatest extent permitted by applicable law, include in its local switched services tariff, if it files one in a particular state, or in any state where it does not file a local service tariff, in an appropriate contract with its customers that relates to the Services and Network Elements provided under this Agreement, a limitation of liability that (i) covers the other Party to the same extent the first Party covers itself, and (ii) limits the amount of damages a customer may recover to the amount charged the applicable customer for the service that gave rise to such loss.
- 6.4 No Consequential Damages. NEITHER NEXTLINK NOR BELLSOUTH SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE OR SPECIAL DAMAGES SUFFERED BY SUCH OTHER PARTY (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS OR LOST PROFITS SUFFERED BY SUCH OTHER PARTIES), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OF ANY KIND, WHETHER ACTIVE OR PASSIVE, AND REGARDLESS OF WHETHER THE PARTIES KNEW OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT. EACH PARTY HEREBY RELEASES THE OTHER PARTY AND SUCH OTHER PARTY'S SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY SUCH CLAIM. NOTHING CONTAINED IN THIS SECTION 6.4 SHALL LIMIT BELLSOUTH'S OR NEXTLINK'S LIABILITY TO THE OTHER FOR (i) WILLFUL OR INTENTIONAL MISCONDUCT (INCLUDING GROSS NEGLIGENCE); (ii) BODILY INJURY, DEATH OR DAMAGE TO TANGIBLE REAL OR TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY BELLSOUTH'S OR NEXTLINK'S NEGLIGENT ACT OR OMISSION, OR THAT OF THEIR RESPECTIVE AGENTS, SUBCONTRACTORS OR EMPLOYEES, NOR SHALL ANYTHING CONTAINED IN THIS SECTION 6.4 LIMIT THE PARTIES' INDEMNIFICATION OBLIGATIONS AS SPECIFIED HEREIN.
- 6.5 Obligation to Indemnify. Each Party shall, at the other's request, defend, indemnify and hold harmless the other Party and each of its officers, directors, employees and agents (each an "Indemnitee") against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, known or unknown, liquidated or unliquidated, including, without limitation, all reasonable costs and expenses incurred (legal, accounting or otherwise) (collectively "Damages") arising out of, resulting from, or based upon any pending or threatened claim, action, proceeding or suit by any third party (a "Claim")

(i) alleging any breach of any representation, warranty or covenant made by such indemnifying Party (the "Indemnifying Party") in this Agreement, (ii) based upon injuries or damage to any person or property or the environment arising out of or in connection with this Agreement that are the result of the Indemnifying Party's actions, breach of applicable law, or status of its employees, agents and subcontractors, or (iii) for actual or alleged infringement of any patent, copyright, trademark, service mark, trade name, trade dress, trade secret, or any other intellectual property right, now known or later developed (referred to as "Intellectual Property Rights") to the extent that such claim or action arises from NEXTLINK or NEXTLINK's customer's use of the Services and Elements provided under this Agreement.

6.6

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

Party agrees to cooperate, and to cause its employees and agents to cooperate, with the other Party in the defense of any such Claim, and the relevant records of each Party shall be available to the other Party with respect to any such defense.

7. Intellectual Property Rights and Indemnification

7.1 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, in marketing or advertising of telecommunications services, of the other Party's name, service mark or trademark.

7.2 Ownership of Intellectual Property. Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Except for a limited license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software), or to receive any service solely as provided under this Agreement or pursuant to the tariff under which the service is being provided, 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.

7.3 Indemnification. The Party providing a service pursuant to this Agreement shall defend the Party receiving such service or data provided as a result of such service against claims of infringement arising solely from the use by the receiving Party of such service and will indemnify the receiving Party for any damages awarded based solely on such claims in accordance with Section 6 of this Agreement.

7.4 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, but subject to the limitations of liability set forth below:

- 7.4.1 modify or replace the applicable facilities or equipment (including software) while maintaining form and function; or
- 7.4.2 obtain a license sufficient to allow such use to continue.
- 7.4.3 In the event that the use of applicable facilities (including software) becomes the subject of a claim, action, suit or proceeding and 7.4.1 or 7.4.2 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.
- 7.4.4 If facilities or equipment are not yet subject to a claim but a Party believes that such a claim is likely, that Party may proceed under Sections 7.4.1-7.4.3 only after the Party (1) has received notice from a third party that such a claim is likely, and (2) provides notice to the other Party of the intent to proceed under Sections 7.4.1 - 7.4.3.
- 7.5 **Exception to Obligations.** Neither Party's obligations under this Section shall apply to the extent the infringement is caused by: (i) modification of Indemnitor's facilities or equipment (including software) by the Indemnitee; (ii) use by the Indemnitee of the Indemnitor's 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 Indemnitor's facilities or equipment (including software) after being placed on notice to discontinue use, as set forth herein.
- 7.6 **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.

8. Treatment of Proprietary and Confidential Information

- 8.1 **Confidential Information.** It may be necessary for BellSouth and NEXTLINK to provide each other with certain confidential information, including trade secret information including, but not limited to, technical and business plans, technical information, proposals, specifications, drawings, procedures, customer account data, call detail records and like information (hereinafter collectively referred to as "Information"). The Information shall not be copied or reproduced in any form, except for

internal use as agreed to by the Parties. BellSouth and NEXTLINK shall receive such Information and not disclose such Information. BellSouth and NEXTLINK shall protect the Information received from distribution, disclosure or dissemination to anyone except employees of BellSouth and NEXTLINK with a need to know such Information, and which employees who agree to be bound by the terms of this Section. BellSouth and NEXTLINK will use the same standard of care to protect Information received as they would use to protect their own confidential and proprietary Information. No employee or agent of either Party with end user marketing responsibility shall have access to Confidential Information.

For the purposes of this Agreement, "Confidential Information" means confidential or proprietary technical or business information given by the Discloser to the Recipient. All information which is disclosed by one Party to the other in connection with this Agreement shall automatically be deemed proprietary to the Discloser and subject to this Section, unless otherwise confirmed in writing by the Discloser. By way of example and not limitation, all orders for Services and Network Elements placed by NEXTLINK pursuant to this Agreement, and information that would constitute Customer Proprietary Network Information pursuant to the Act and the rules and regulations of the Federal Communications Commission, and Recorded Usage Data whether disclosed by NEXTLINK to BellSouth or otherwise acquired by BellSouth in the course of the performance of this Agreement, shall be deemed Confidential Information under this Agreement.

8.2 Exception to Obligation. Notwithstanding the foregoing, neither Party shall be obligated to protect any portion of such Confidential Information that is: (i) made publicly available by the owner of the Information or lawfully disclosed by a Party other than BellSouth or NEXTLINK; or (ii) lawfully obtained from any source other than the owner of the Information.

8.3 Survival. This Section shall survive for three (3) years after expiration of the Agreement.

9. Assignments

Any assignment by either Party to any non-affiliated entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void. A Party may assign this Agreement or any right, obligation, duty or other interest hereunder to an Affiliate company of the Party without the consent of the

other Party. All obligations and duties of any Party under this Agreement shall be binding on all successors-in-interest and assigns of such Party. No assignment of delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations.

10. Resolution of Disputes

Except as otherwise stated in this Agreement, the Parties agree that if any dispute arises as to the interpretation of any provision of this Agreement, or as to the proper implementation of this Agreement, either Party may petition the Commission for a resolution of the dispute. However, each Party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement. If the Commission lacks jurisdiction over a dispute between the Parties, either Party may bring a claim in a court of law or other forum with jurisdiction over the claim.

11. Limitation of Use

The Parties agree that this Agreement shall not be offered by either Party in another jurisdiction as evidence of any concession or as a waiver of any position taken by the other Party in that jurisdiction or for any other purpose.

12. Taxes

12.1 Definition. For purposes of this Section, the terms "taxes" and "fees" shall include, but are 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.

- 12.2 Taxes and Fees Imposed Directly On Either Seller or Purchaser.
- 12.2.1 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.
- 12.2.2 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.
- 12.3 Taxes and Fees Imposed on Purchaser, But Collected And Remitted By Seller.
- 12.3.1 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.
- 12.3.2 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.
- 12.3.3 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.
- 12.3.4 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.

- 12.3.5 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.
- 12.3.6 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.
- 12.3.7 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.
- 12.4 Taxes and Fees Imposed on Seller But Passed On To Purchaser.
- 12.4.1 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. Nothing in this Agreement shall be construed to create an independent right in the providing Party to pass on taxes and/or fees to the purchasing Party.
- 12.4.2 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.
- 12.4.3 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.

- 12.4.4 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.
- 12.4.5 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.
- 12.4.6 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.
- 12.4.7 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.
- 12.5 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.

13.

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, 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.

14. Year 2000 Compliance

All software and related materials (collectively called "Software") delivered, connected with BellSouth or supplied in the furtherance of the terms and conditions specified in this Agreement shall: (i) record, store, process and display calendar dates falling on or after January 1, 2000, in the same manner, and with the same functionality as such software records, stores, processes and calendar dates falling on or before December 31, 1999; and (ii) include, without limitation, date data century recognition, calculations that accommodate same century and multcentury formulas and date values, and date data interface values that reflect the century.

15. Modification of Agreement

15.1 BellSouth shall make available to NEXTLINK any interconnection, service, or network element provided under any other agreement filed and approved pursuant to 47 USC § 252; provided however the parties shall adopt such other agreement in its entirety. The adopted agreement shall apply to the same states as such other agreement and for the identical term.

15.2 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.

15.3 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).

15.4 In the event that any final and nonappealable legislative, regulatory, judicial or other legal action materially affects any material terms, including rates, of this Agreement, or the ability of NEXTLINK or BellSouth to perform any

material terms of this Agreement, NEXTLINK or BellSouth may, on thirty (30) days' written notice require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the Dispute shall be referred to the Dispute Resolution procedure set forth in Section 10.

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

16. **Waivers**

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

17. **Governing Law**

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the state in which the dispute arose or where the interconnection is at issue, without regard to that state's conflict of laws principles.

18. **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.

19. **Notices**

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

BellSouth Telecommunications, Inc.
CLEC Account Team
9th Floor
600 North 19th Street
Birmingham, Alabama 35203

and

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

NEXTLINK Tennessee, Inc.
Regulatory Department
105 Molloy Street
Suite 300
Nashville, TN 37201

Copy to:

Regulatory Department
NEXTLINK Communications, Inc.
1730 Rhode Island Ave., NW
Suite 1000
Washington, DC 20036

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

- 19.2 Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.
- 19.3 BellSouth shall provide NEXTLINK 45-day advance notice via Internet posting of price changes and of changes to the terms and conditions of services available for resale. To the extent that revisions occur between the time BellSouth notifies NEXTLINK of changes under this Agreement and the time the changes are scheduled to be implemented, BellSouth

shall immediately notify NEXTLINK of such revisions consistent with its internal notification process. NEXTLINK may not hold BellSouth responsible for any cost incurred as a result of such revisions, unless such costs are incurred as a result of BellSouth's intentional or negligent misconduct. NEXTLINK may not utilize any notice given under this subsection concerning a service to market resold offerings of that service in advance of BellSouth.

20. Rule of Construction

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

21. 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.

22. Multiple Counterparts

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

23. Entire Agreement

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

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

BellSouth Telecommunications, Inc.

Signature: _____

Name: Jerry D. Hendrix

Title: Sr. Director-Interconnection Services

Date: _____

11/3/99

NEXTLINK Tennessee, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____

Gregory B. ...

V.P. Finance

11/4/99

Definitions

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

Centralized Message Distribution System is the BellCore administered national system, based in Kansas City, Missouri, used to exchange Message Record (EMR) formatted data among host companies.

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

Daily Usage File is the compilation of messages or copies of messages in standard Exchange Message Record (EMR) format exchanged from BellSouth to an ALEC.

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

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

Intermediary Function is defined as the delivery of local traffic from a local exchange carrier other than BellSouth; an ALEC other than NEXTLINK; another telecommunications company such as a wireless telecommunications provider through the network of BellSouth, or NEXTLINK to an end user of BellSouth or NEXTLINK.

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

Local Traffic is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or a corresponding Extended Area Service ("EAS") exchange. The terms Exchange, and EAS exchanges are defined and specified in Section A3. of BellSouth's General Subscriber Service Tariff. Consistent with the Tennessee Regulatory Authority's decision in Docket 98-00118, traffic that originated from or terminates to an enhanced service provider or information service provider shall be treated as Local Traffic for purposes of reciprocal compensation.

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

Multiple Exchange Carrier Access Billing ("MECAB") means the document prepared by the Billing Committee of the Ordering and Billing Forum ("OBF"), which functions under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions ("ATIS") and by Bellcore as Special Report SR-BDS-000983, Containing the recommended guidelines for the billing of Exchange Service access provided by two or more LECs and/or ALECs or by one LEC in two or more states within a single LATA.

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

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

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

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

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

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

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

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

Attachment 1

Resale

RESALE

BellSouth shall provide retail telecommunications services for resale by NEXTLINK under the following terms:

1. **Availability of Services for Resale**
 - 1.1 **Resold Services.** NEXTLINK may resell the tariffed local exchange and toll telecommunications services of BellSouth contained in the General Subscriber Service Tariff and Private Line Service Tariff subject to the terms and conditions specifically set forth herein. Notwithstanding the foregoing, the exclusions and limitations on services available for resale shall be as set forth in Exhibit B, attached hereto and incorporated herein by this reference.
 - 1.2 **Additional Requirements and Guidelines.** The following requirements and guidelines shall apply to NEXTLINK's use of resold services:
 - 1.2.1 **Joint Undertaking.** The provision of services by BellSouth to NEXTLINK does not constitute a joint undertaking for the furnishing of any service.
 - 1.2.2 **Joint Marketing Restriction.** Resale is subject to the interLATA joint marketing restriction contained in Section 271(e)(1) of the Act.
 - 1.2.3 **Resale of Transmitted Telephone Number Information.** Telephone numbers transmitted via any resold service feature are intended solely for the use of the end user of the feature. Resale of this information is prohibited.
 - 1.3 **General Provisions.** Reseller 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:
 - 1.3.1 Reseller must resell services to other end users.
 - 1.3.2 Reseller must order services through resale interfaces, i.e., the LCSC and/or appropriate Resale Account Teams.
 - 1.3.3 Reseller cannot be an alternative local exchange telecommunications company for the single purpose of selling to themselves.

2. Application of Discounts

- 2.1 Discount Percentages. The rates pursuant to which NEXTLINK is to purchase services from BellSouth for resale shall be at a discount rate off of the retail rate for the telecommunications service. The discount rates shall be as set forth in Exhibit A, attached hereto and incorporated herein by this reference. Such discount shall reflect the costs avoided by BellSouth when selling a service for wholesale purposes.
- 2.2 Discount Restrictions. Discounts are not applicable to taxes or other pass-through charges such as the federal subscriber line charge and similar charges not included in intrastate tariffs.
- 2.2.1 Messaging Services. The BellSouth messaging services set forth in BellSouth Messaging Service Reseller Information Package shall be made available for resale, without the wholesale discount. Unless the applicable state commission has provided otherwise, BellSouth's messaging services shall be made available for resale without the wholesale discount.
- 2.2.2 Inside Wire Maintenance Service Plan. The BellSouth Inside Wire Maintenance Service Plan, known as SEQ1X, shall be made available for resale at rates, terms and conditions set forth by BellSouth in the Inside Wire Maintenance Service Plan and without the wholesale discount.

3. Compliance with Tariff Conditions

Where applicable and in compliance with an effective Commission order, resold services can only be used in the same manner as specified in BellSouth's Tariff. Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual end user of the Company in the appropriate section of the Company's Tariffs. Specific tariff features, e.g., a usage allowance per month, shall not be aggregated across multiple resold services. Cross-class selling is prohibited.

4. Quality of Resold Services

The services and service provisioning that BellSouth provides NEXTLINK under this Attachment shall be at least equal in quality to that provided to BellSouth, any BellSouth subsidiary, affiliate and end users. BellSouth's provision of services for resale shall enable NEXTLINK to provide its end users with the same experience with respect to all local services that

BellSouth provides its end users. In this regard, BellSouth's pre-ordering, ordering, maintenance and trouble reporting, and daily usage data functionalities shall enable NEXTLINK to provide customer service to NEXTLINK end users at least at parity to that which BellSouth provides to its own end users.

5. BellSouth Interaction with NEXTLINK Customers

5.1 Interaction with NEXTLINK Customers. When interacting with NEXTLINK resale customers on behalf of NEXTLINK, BellSouth employees shall not market BellSouth services and shall ensure that service provided NEXTLINK end users is at least equal in quality to that which BellSouth provides its own end users.

5.2 BellSouth's Marketing of Services. BellSouth may serve directly any end user within the service area of NEXTLINK. In continuing to directly market its own telecommunications products and services, BellSouth may establish independent relationships with end users of NEXTLINK; provided that, in doing so, BellSouth does not use any NEXTLINK Customer Proprietary Information or Confidential Information, as those terms are further defined under the Agreement.

6. Transfer of Service

Transfer of BellSouth Customers. BellSouth shall implement NEXTLINK requests to disconnect the service of a BellSouth end user, or the service provided to an end user of another service provider, and transfer that end user's service to NEXTLINK. BellSouth shall also accept requests from another service provider for conversion of service from NEXTLINK to that service provider, and requests from an end user for conversion of service from BellSouth. BellSouth shall use its best efforts to notify NEXTLINK, within five (5) days of the request, that it has implemented, or will implement, such requests. BellSouth shall not require end user confirmation prior to transferring an end user's service. Upon BellSouth's request, however, NEXTLINK shall provide BellSouth proof of end user authorization for the transfer.

BellSouth shall accept an end-user service transfer request only for BellSouth services. End-user requests for other telecommunications carrier service transfers shall be handled as a misdirected call. BellSouth shall advise the end-user to contact the appropriate local service provider. Should the end-user request contact information regarding a telecommunications carrier providing local service and said carrier is

licensed within the BellSouth region, BellSouth shall provide the contact telephone number, as provided in the service provider's application to BellSouth or as otherwise agreed to by the Parties.

- 6.2 "Switch-As-Is Transfer." If NEXTLINK requests a "switch-as-is" transfer of service prior to 3:00 p.m., Monday through Friday, BellSouth shall complete the transfer before 5:00 p.m. on the day of the request. If NEXTLINK requests a "switch-as-is" transfer of service after 3:00 p.m. or on the weekend, BellSouth shall complete the transfer before 5:00 p.m. on the business day following the request. BellSouth and NEXTLINK shall cooperate to establish the intervals that will govern other types of transfers of service. If NEXTLINK demonstrates that BellSouth, through the service order process, caused a NEXTLINK end user to experience any disconnect time during a "switch-as-is" transfer, BellSouth shall waive the non-recurring charges associated with the transfer.
- 6.3 Primary Interexchange and Toll Carrier Selection. BellSouth shall implement requests from NEXTLINK to change a NEXTLINK end user's primary interexchange carrier or intraLATA toll carrier. Such changes shall be implemented in the same timeframes as BellSouth implements such changes for itself, BellSouth affiliates, end users, and other telecommunications carriers.
- 6.4 Unauthorized Transfer of Customer. If an unauthorized change in local service provider occurs, BellSouth shall reestablish service with the appropriate local service provider, as requested by the end user, and shall assess the Party responsible for initiating the change, the Unauthorized Change Charge described in FCC Tariff No. 1, Section 13. The nonrecurring charges associated with reestablishing the customer's service with the appropriate local service provider shall also be assessed to the Party responsible for the unauthorized change.

7. Notice of Changes Affecting Resold Services

BellSouth shall provide NEXTLINK with forty-five (45) days notice of changes in price and other terms of resold service(s). To the extent that revisions occur between the time BellSouth notifies NEXTLINK of changes under this Section and the time the changes are scheduled to be implemented, BellSouth shall immediately notify NEXTLINK of such revisions, consistent with BellSouth's internal notification process. NEXTLINK shall not hold BellSouth responsible for any cost incurred as a result of such revisions, unless such costs are incurred as a result of BellSouth's intentional or negligent misconduct. NEXTLINK may not utilize any notice given under this subsection to market resold offerings of the service subject to change in advance of BellSouth.

8. BellSouth Contact with NEXTLINK

- 8.1 Customer of Record. NEXTLINK shall be the customer of record for all retail services purchased from BellSouth. Except as specified in this Agreement, BellSouth shall take orders from, bill and expect payment from NEXTLINK for all services.
- 8.2 Single Point of Contact. NEXTLINK shall be BellSouth's single point of contact for all retail services purchased, including all ordering activities and repair calls. For all repair requests, NEXTLINK shall adhere to BellSouth's prescreening guidelines prior to referring troubles to BellSouth. BellSouth may bill NEXTLINK for troubles that are found not to be in the BellSouth network, subject to NEXTLINK's right to dispute such billing. BellSouth may contact NEXTLINK's customers if it deems such contact necessary for maintenance purposes. BellSouth shall have no contact with NEXTLINK end users except as provided herein.
- 8.3 Contact Numbers. The Parties shall provide one another with toll-free contact numbers for the maintenance and installation of services.

9. Maintenance of BellSouth Facilities and Equipment

BellSouth facilities and equipment used to provide NEXTLINK-resold services shall be maintained by BellSouth. NEXTLINK or its end users shall not rearrange, move, disconnect or attempt to repair any BellSouth facilities or equipment, other than by connection or disconnection to any interface means used, without the written consent of BellSouth. NEXTLINK shall adopt and adhere to the standards contained in the applicable BellSouth Work Center Interface Agreement regarding maintenance and installation of service.

10. Billing and Collection Services

This Agreement does not provide for billing and collection services. NEXTLINK requests for billing and collection services shall be referred to the appropriate entity or operational group within BellSouth.

11. Customer Record Information

- 11.1 Provision of Customer Record Information. BellSouth shall provide customer record information to NEXTLINK provided that NEXTLINK has the required blanket letter of authorization. BellSouth may request that

NEXTLINK provide BellSouth with appropriate customer Letter(s) of Authorization. Until it establishes electronic interfaces to implement this transfer of information, BellSouth shall provide customer record information via fax, within two (2) business days, for requests consisting of up to twenty (20) pages, and via U.S. Mail, or at NEXTLINK's option and expense, via overnight delivery, for requests consisting of more than twenty (20) pages. No later than ninety (90) days prior to implementing electronic interfaces, BellSouth shall provide NEXTLINK with the engineering specifications and other information necessary for NEXTLINK to implement compatible electronic interfaces. Notwithstanding the above, upon NEXTLINK's request, BellSouth shall continue to provide Customer Record Information via U.S. Mail or fax until NEXTLINK has implemented electronic interfaces to effectuate the transfer of information under this Section.

12. Audit of Services

BellSouth reserves the right to periodically audit services purchased by NEXTLINK for the purposes of resale to confirm that such services are being utilized in conformity with this Agreement and BellSouth's tariffs. NEXTLINK will be required to make any and all records available to BellSouth or its auditors on a timely basis. BellSouth shall bear the cost of said audit that shall not occur more than once in a calendar year. If the audit determines that the services are being utilized in violation of this Agreement or BellSouth's tariffs, NEXTLINK shall be notified and billing for the service will be immediately changed to conform with this Agreement and BellSouth's tariffs. Service charges, back billing and interest may be applied.

13. Operator Systems - Branding (Operator Call Processing And Directory Assistance)

- 13.1** The BellSouth operator systems branding feature provides a definable announcement to CLEC end users using directory assistance/operator call processing prior to placing them in queue or connecting them to an available operator or automated operator system. This feature allows the CLEC to have its calls custom branded with the CLEC name on whose behalf BellSouth is providing directory assistance and/or operator call processing.

13.2 **BellSouth offers four service levels of branding to CLECs ordering directory assistance and/or operator call processing.**

- **Service Level 1 - BellSouth Branding**
- **Service Level 2 - Unbranded**
- **Service Level 3 - Custom Branding**
- **Service Level 4 - Self Branding (only applicable for resale and/or unbundled port CLECs who route to an alternate operator service provider)**

13.3 **Resellers And Unbundled Port CLECs**

- **BellSouth branding is the default service level.**
- **Unbranding, custom branding, and self branding require the CLEC to order selective routing for each originating BellSouth end office identified by the CLEC.**
- **Custom branding and self branding require the CLEC to order dedicated trunking from each BellSouth end office identified by the CLEC, to either the BellSouth tops or the CLEC operator service provider.**
- **Unbranding - unbranded directory assistance and /or operator call processing calls ride common trunk groups provisioned by BellSouth from those end offices identified by the CLEC to the BellSouth tops. These calls are routed to "no announcement".**

13.4 **Facilities Based CLECs**

- **Unbranding is the default service level.**
- **All service levels require the CLEC to order dedicated trunking from their end office(s) /point of interface to the BellSouth tops switches.**

13.5 **Customized branding includes charges for the recording of the branding announcement and the loading of the audio units in each tops switch for which the CLEC requires service. The recording and loading charges are non-recurring unless the CLEC elects to change the recorded name or requires access to additional tops switches. Customized branding is limited to the CLEC name.**

APPLICABLE DISCOUNTS

The telecommunications services available for purchase by Reseller for the purposes of resale to Reseller end users shall be available at the following discount off of the retail rate.

DISCOUNT*

STATE	RESIDENCE	BUSINESS
TENNESSEE**	16%	16%

* In the case of a cross boundary situation, the discount which applies is the discount applicable to the location of the end user's central office.

** In Tennessee, if ALEC provides its own operator services and directory services, the discount shall be 21.56%. ALEC 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%.

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

Applicable Notes:

1. **Grandfathered services** can be resold only to existing subscribers of the grandfathered service.
2. Where available for resale, **promotions** will be made available only to end users who would have qualified for the promotion had it been provided by BellSouth directly.
3. In Tennessee, long-term **promotions** (offered for more than ninety (90) days) may be obtained at one of the following rates:
 - (a) the stated tariff rate, less the wholesale discount;
 - (b) the promotional rate (the promotional rate offered by BellSouth will not be discounted further by the wholesale discount rate).
4. **Lifeline/Link Up services** may be offered only to those subscribers who meet the criteria that BellSouth currently applies to subscribers of these services. In Tennessee, Reseller shall purchase BellSouth's Message Rate Service at the stated tariff rate, less the wholesale discount. Reseller must further discount the wholesale Message Rate Service to LifeLine customers with a discount which is no less National Exchange Carriers Association interstate toll settlement pool just as BellSouth does today. The maximum rate that Reseller may charge for LifeLine Service shall be capped at the flat retail rate offered by BellSouth.
5. Some of BellSouth's local exchange and toll telecommunications services are not available in certain central offices and areas.
6. AdWatchSM Service is tariffed as BellSouth[®] AIN Virtual Number Call Detail Service
7. Exclusions for N11/911/E911 are also applicable to equipment associated with the service

Attachment 2

Unbundled Network Elements

TABLE OF CONTENTS

1. INTRODUCTION	2
2. UNBUNDLED LOOPS	3
3. INTEGRATED DIGITAL LOOP CARRIERS	10
4. NETWORK INTERFACE DEVICE	12
5. UNBUNDLED LOOP CONCENTRATION (ULC) SYSTEM	13
6. SUB-LOOP ELEMENTS	14
7. UNBUNDLED SUB-LOOP (USL)	14
8. UNBUNDLED SUB-LOOP CONCENTRATION SYSTEM (USLC)	16
9. UNBUNDLED NETWORK TERMINATING WIRE (UNTW)	16
10. LOCAL SWITCHING	18
11. TRANSPORT	23
12. OPERATOR SYSTEMS	36
13. SIGNALING	40
14. SIGNALING TRANSFER POINTS (STPS)	41
15. SERVICE CONTROL POINTS/DATABASES	47
16. DARK FIBER	57
17. SS7 NETWORK INTERCONNECTION	58
18. BASIC 911 AND E911	63

ACCESS TO UNBUNDLED NETWORK ELEMENTS

1. Introduction

- 1.1 BellSouth shall, upon the request of NEXTLINK, and to the extent technically feasible, provide NEXTLINK access to its unbundled Network Elements in a manner that allows NEXTLINK to provide any telecommunications service that can be offered by means of that Network Element. BellSouth's provision of Network Elements which the FCC and/or applicable state commission have ordered BellSouth to unbundle, or Network Elements BellSouth unbundles for other telecommunications carriers, shall be deemed technically feasible.
- 1.2 Unbundled Network Elements provided pursuant to this Agreement may be connected to other Services and Elements provided by BellSouth, or to any Services and Elements provided by NEXTLINK or by any other vendor or telecommunications carrier.
- 1.3 To ensure parity in its provision of Network Elements, BellSouth shall comply with the quality standards set forth in the technical documents in this Attachment. In addition, BellSouth shall provide access to unbundled Network Elements and the services and functionalities underlying such Elements, at least at parity to the access it provides itself, affiliates and users and other telecommunications carriers. If NEXTLINK requests a quality of performance that exceeds the quality of performance required by industry standards or the actual quality of performance that BellSouth provides to itself, its affiliates, end users, or other telecommunications carriers, then NEXTLINK shall request such higher quality performance through the Bona Fide Request process, as set forth in Attachment 10 of this Agreement.
- 1.4 **Combination of Network Elements**
- 1.4.1 NEXTLINK may purchase Unbundled Network Elements for the purpose of combining such Network Elements in any manner that it chooses in order to provide telecommunications service.
- 1.4.2 Except at NEXTLINK's request, BellSouth shall not separate Network Elements requested by NEXTLINK that BellSouth currently combines. BellSouth will provide such Network Elements to NEXTLINK at the sum of the rates for each element as ordered by the FCC.

1.4.3 Within thirty (30) days of the effective date of the FCC's Order in 96-98 Remand Proceeding or within thirty (30) days of the effective date of any subsequent FCC order required as a result of the 96-98 Remand Proceeding or the Supreme Court's remand of AT&T v. Iowa Utilities Board to the 8th Circuit Court, the Parties agree to insert, delete, or replace language into the Agreement in order to incorporate the FCC's decision. Neither Party waives its right to participate in, seek reconsideration of or appeal of any decision rendered as a result of the 96-98 Remand Proceeding or any other proceeding pertaining to the Supreme Court's remand of AT&T v. Iowa Utilities Board. If the Parties cannot agree on language incorporating such rules and/or language within the stated time frame, either Party may petition the TRA for resolution of this issue. If the TRA fails to act to resolve the dispute, either Party may utilize 47 C.F.R. § 51.801. Further, if, as a result of any reconsideration or appeal of any decision, said decisions or rules are modified, vacated, or changed, the Parties shall modify the Agreement to comply with such final decisions within ninety (90) days of the effective date of such final and nonappealable decision or order.

- 1.4.4 With the exception of the subloop elements which shall be delivered as set forth in this Attachment, at NEXTLINK's request, BellSouth shall deliver individual or combined unbundled network elements provided combined pursuant to § 1.4 to a collocation space designated by NEXTLINK.

1.4.5 BellSouth will provide the following combination of Network Elements for purchase by NEXTLINK. The rate for the following is the sum of the individual prices as set forth in Attachment 11:

- SL1 or SL2 Loop and Cross Connect
- Port and Cross Connect
- Port and Cross Connect and Common Transport
- Loop Distribution and NID
- Port and Vertical Features
- Loop with Loop Concentration
- Port and Common Transport
- Loop and NID

2. Unbundled Loops

2.1 BellSouth agrees to offer access to unbundled loops pursuant to the following terms and conditions and at the rates set forth in Attachment 12.

2.2 Definition

2.2.1 The loop is the physical medium or functional path on which a subscriber's traffic is carried from the MDF, DSX, LGX or DCS in a central office, or other mutually agreeable and technically feasible location designated by NEXTLINK, similar environment up to the termination at the NID at the customer's premise. Each unbundled loop will be provisioned with a NID.

2.2.2 BellSouth shall provide unbundled access to the following loop types: 2-Wire Analog Voice Grade Loop; Loop Channelization and CO-Interface; 4-Wire Analog Voice Grade Loop; 2-Wire ISDN Digital Grade Loop; 2-Wire ADSL Compatible Loop; 2-Wire HDSL Compatible Loop; 4-Wire HDSL Compatible Loop; 4-Wire DS1 Digital Loop; 4-Wire 56 or 64 KBPS Digital Grade Loop. BellSouth shall also provide access to any loop types the applicable state commission has ordered be unbundled.

2.2.3 The Parties acknowledge that the Tennessee Regulatory Authority (TRA) will establish permanent rates in Docket 97-01262, In re: Contested Case Proceeding to Establish Final Cost Based Rates for Interconnection and Unbundled network Elements. When said rates are established as final and nonappealable, the parties will amend this Agreement to incorporate said rates. Until the effective of said amendment, the Parties shall continue to utilize the proxy loop rates established by the TRA in the AT&T/MCI Arbitration, subject to true-up.

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

2.2.5 As a chargeable option on all unbundled loops except SL1, BellSouth will offer Order Coordination-Time Specific (OC-TS). This will allow NEXTLINK the ability to specify the time that the coordinated conversion takes place. The order coordination-time specific rates are contained in Attachment 12 and are applied on a per order basis. BellSouth shall refund such order coordination-time specific rate if the conversion does not occur at the time NEXTLINK specifies in its LSR pursuant to intervals set forth in Attachment 11. NEXTLINK will order unbundled loops and pay appropriate charges for such loops as set forth in Attachment 12.

2.3 Ordering Process

2.3.1 The unbundled loop ordering process set forth below shall apply until the Parties implement mutually compatible electronic interfaces for ordering and provisioning of unbundled loops. Unless otherwise provided in this Section, the ordering process shall proceed in accordance with

Attachment 6 and the service intervals shall be as set forth in Attachment 11. On the effective date of this Agreement, in coordination with the implementation of electronic interfaces, the Parties shall commence negotiation of the terms and conditions to govern ordering and provisioning of unbundled loops through electronic interfaces.

- 2.3.2 To request BellSouth provisioning of unbundled loops, NEXTLINK shall submit a Local Service Request (LSR), via fax, to BellSouth's local carrier service center. The LSR shall specify the type and location of unbundled loop(s) requested, a date and time for the requested conversion, and the end user(s) for whom the loop(s) are ordered.
- 2.3.2.1 In the LSR, NEXTLINK may request that BellSouth provide the Design Layout Record (DLR), including the circuit design (e.g., load coils and bridge taps), cross connect terminal points, and binding posts, for the loop(s) requested. NEXTLINK'S LSR may also specify that the conversion time shall be non-negotiable (i.e., must occur at the time NEXTLINK specifies in the LSR). BellSouth may impose an additional charge for such non-negotiable, time specific requests as set forth in 2.2.8.
- 2.3.3 BellSouth shall reply to NEXTLINK's LSR with a Firm Order Confirmation (FOC) within the time frame set forth in BellSouth's interval guide. The FOC shall set forth a customer/requested due date, which is consistent with the time frames identified in BellSouth's interval guide, and shall acknowledge NEXTLINK's requested conversion time.
- 2.3.3.1 NEXTLINK shall utilize the Interval Guide contained in Attachment 11 for the issuance of the DLR. The date of NEXTLINK's receipt of the DLR shall be determined by NEXTLINK's requested method of delivery. If NEXTLINK chooses mechanized delivery, NEXTLINK shall receive the DLR on the DLR date indicated in the FOC. If NEXTLINK chooses delivery by private mail or U.S. mail service, NEXTLINK shall receive the DLR some time interval after the DLR date.
- 2.3.4 BellSouth shall exercise its best efforts in attempting to meet the conversion time NEXTLINK requests through the LSR. However, unless NEXTLINK's LSR specifies a non-negotiable, time-specific conversion, in which case the conversion must commence at the time indicated in the LSR, within forty-eight (48) to twenty-four (24) hours prior to the date and time requested for the loop conversion in NEXTLINK's LSR and acknowledged in BellSouth's FOC, BellSouth may contact NEXTLINK, via telephone, to finalize a scheduled conversion time (i.e., a specific time, on the date set forth in the FOC) which may be different from the conversion time NEXTLINK requested in the LSR. The scheduled conversion time

shall be the time at which the parties shall commence coordination of loop installation with the disconnect and reconnect of an end user's service and any number portability update. BellSouth shall not assess any additional charges for scheduled conversion times commencing between BellSouth normal business hours as set forth in Section 1.2 of Attachment 6.

- 2.3.5 Not later than twenty-four (24) hours prior to the scheduled conversion time, either BellSouth or NEXTLINK may call the other party to reschedule the scheduled conversion time or due dates (related to facility issues and end-user issues only). The parties shall, at that time, agree upon a new conversion time or date, as appropriate.
- 2.3.5.1 If less than twenty-four (24) hours in advance of the scheduled conversion time, either party requests that the conversion be rescheduled, the following shall apply:
 - If BellSouth requests the new conversion time, it shall waive and/or refund the non-recurring charges applicable to the scheduled conversion time and new conversion time, including time specific charges, if included.
 - If NEXTLINK requests the new conversion time, NEXTLINK shall be assessed the non-recurring charge applicable to the originally scheduled conversion, in addition to the non-recurring charge applicable to the new conversion time.
- 2.3.6 At the scheduled conversion time, BellSouth shall have a sixty (60) minute window within which it shall contact NEXTLINK to begin the loop conversion process. Provided, however, that if NEXTLINK requested a non-negotiable time-specific conversion, pursuant to Section 2.3.2.1, the Conversion shall commence at the time indicated in NEXTLINK's LSR and be completed consistently with the timeframes set forth in Section 2.3.7. If a party is not available within that window, the waiver and/or refund of charges provided in Section 2.3.5.1 shall apply.
- 2.3.7 After the loop conversion process commences, a coordinated loop cutover, which shall include coordinated conversion of number portability, shall be completed within the following time periods:
 - 2.3.7.1 For single loop conversions per location, the conversion shall be completed within fifteen (15) minutes;
 - 2.3.7.2 For up to ten (10) loop conversions per location, the conversion of all loops shall be completed within sixty (60) minutes, and each individual loop conversion shall be completed within fifteen (15) minutes;

- 2.3.7.3 For loop conversions not exceeding thirty (30) loops per location and not determined complex or exceptionally large, the conversion of all loops shall be completed within one hundred and twenty (120) minutes. All loops above a thirty loop quantity, or ten (10) loop quantity and determined as complex (a cut that requires more operation than a single cut point), will be negotiated by NEXTLINK and BellSouth prior to the due date.
- 2.3.7.4 If BellSouth fails to meet the conversion time periods contained in Section 2.3.7, it shall waive the non-recurring charges applicable to the scheduled conversion and the non-recurring charges applicable to any rescheduled conversion. Should the conversion period fail to be met due to NEXTLINK's request that it be rescheduled, then NEXTLINK will be assessed duplicate non-recurring charges. In no event shall either Party be assessed charges in both 2.3.5.1 and 2.3.7.4 for the same rescheduling request.
- 2.3.7.5 For loop conversions involving more than twenty (20) loops per location, BellSouth shall assign a project manager to NEXTLINK's LSR and the parties shall be jointly responsible for resolution of all issues associated with the cutover and shall exercise their best efforts to resolve any problems that may arise.
- 2.3.7.6 The Parties agree to meet within six (6) months from the effective date of this Agreement to review the time studies and determine if quantities and intervals in this section should be adjusted up or down.
- 2.3.7.7 The objective time frame from receipt of an accurate LSR to order installation is indicated in the BellSouth interval guide. Where facilities do not currently exist, the installation intervals will be determined by BellSouth. NEXTLINK will then be notified of the targeted due date. BellSouth shall provide NEXTLINK adequate justification and an explanation of the unusual circumstances that caused BellSouth to be unable to meet these commitments.
- 2.4 **Reporting Troubles**
- 2.4.1 NEXTLINK shall be responsible for the initial trouble report isolation and testing of unbundled loops provided by BellSouth. When NEXTLINK has isolated a trouble to the BellSouth provided loop, NEXTLINK will issue a trouble ticket to BellSouth. BellSouth shall perform the necessary isolation/testing functions, process and resolve the maintenance conditions. BellSouth will perform these activities in the same manner

and within the same timeframes as BellSouth performs such activities for its retail customers.

- 2.4.2 In the event the Authority recognizes the distinction between an SL1 loop and an SL2 loop, dispatches by BellSouth where no trouble is found will be handled as follows: (a) if NEXTLINK reports a trouble on an SL1 loop and no trouble actually exists, BellSouth may charge NEXTLINK, on a time and materials basis as set forth in BellSouth's tariffs, for dispatching and testing (both inside and outside the central office) to confirm the loop's working status; (b) if NEXTLINK reports a trouble on an SL2 loop and no trouble actually exists, BellSouth may charge NEXTLINK, on a time and materials basis as set forth in BellSouth's tariffs, for dispatching and testing (outside the central office) to confirm the loop's working status. In the event the Authority does not recognize the distinction between an SL1 Loop and an SL2 Loop or determines that the calculation of the time and materials shall be different than that set forth in this subsection, the parties will amend this agreement to incorporate said decision of the authority.
- 2.4.3 In the event that, after a trouble has been reported to BellSouth, NEXTLINK is required because of the actions of BellSouth to dispatch to address a trouble claimed by BellSouth to be on NEXTLINK's network when the trouble actually exists on BellSouth's network, NEXTLINK may charge BellSouth, on a time and materials basis, for dispatching, provided that such charges do not exceed BellSouth's tariffed charges for the same services.
- 2.4.4 The parties recognize that multiple dispatches may be required in order to determine on whose network the trouble actually exists. The Parties do not intend to charge each other for dispatches where no trouble is found initially but where the trouble is later found as a result of a subsequent dispatch. The Parties agree to act in good faith in assessing charges associated with dispatches where no trouble is claimed to be found and to cooperate in providing records or other information to support any such charges that may be assessed. In the event there is a dispute about charges assessed under this section, either Party may seek to resolve the dispute by filing a petition with the Authority pursuant to the dispute resolution procedures in this Agreement.
- 2.4.5 The Parties shall, within a ninety (90) day period from the effective date of this Agreement, establish appropriate billing procedures to allow billing and payment of such charges, and each agrees to waive such charges, if any, during said time period.
- 2.5 Technical Requirements

- 2.5.1 BellSouth shall offer loops capable of supporting, at minimum, the following telecommunications services: POTS, Centrex, basic rate ISDN, analog PBX, voice grade private line, and digital data (up to 64 KBPS), digital PBX, primary rate ISDN, Nx 64 KBPS, and DS1/DS3 and SONET private lines. BellSouth shall also offer loops capable of supporting any services BellSouth introduces in the future.
- 2.5.2 The loop shall support the transmission, signaling, performance and interface requirements of the services described in 2.3.1 above. The requirements of different services may be different, and a number of types or grades of loops may be required to support different services. In any case, services provided over the loop by NEXTLINK shall be consistent with the greater of industry standards or the services BellSouth provides itself, affiliates, end users and other telecommunications carriers over equivalent facilities.
- 2.5.3 In some instances, NEXTLINK shall require access to copper twisted pair loop combination unfettered by any intervening equipment (e.g., filters, load coils, range extenders, etc.), so that NEXTLINK can use the loop for a variety of services by attaching appropriate terminal equipment at the ends. NEXTLINK shall determine the type of service that will be provided over the loop. NEXTLINK may be required to pay additional reasonable charges for the removal of certain types of equipment; provided that BellSouth shall make reasonable efforts to provision the loop as requested, including any removal of equipment, at no additional charge to NEXTLINK.
- 2.5.4 The loop shall be provided to NEXTLINK in accordance with the following Technical References:
- 2.5.4.1 Bellcore TR-NWT-000057, Functional Criteria for Digital Loop Carrier Systems, Issue 2, January 1993.
- 2.5.4.2 Bellcore TR-NWT-000393, Generic Requirements for ISDN Basic Access Digital Subscriber Lines.
- 2.5.4.3 ANSI T1.106 - 1988, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (Single Mode).
- 2.5.4.4 ANSI T1.102 - 1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces.
- 2.5.4.5 ANSI T1.403 - 1989, American National Standard for Telecommunications - Carrier to Customer Installation, DS1 Metallic Interface Specification.

- 2.5.4.6 Bellcore TR-TSY-000008, Digital Interface between the SLC 96 Digital Loop Carrier System and a Local Digital Switch, Issue 2, August 1987.
- 2.5.4.7 Bellcore TR-NWT-000303, Integrated Digital Loop Carrier System Generic Requirements, Objectives and Interface, Issue 2, December 1992; Rev., December 1993; Supplement 1, December 1993.
- 2.5.4.8 Bellcore TR-TSY-000673, Operations Systems Interface for an IDLC System, (LSSGR) FSD 20-02-2100, Issue 1, September 1989.

3. Integrated Digital Loop Carriers

- 3.1 If NEXTLINK requests one or more loops served by an Integrated Digital Loop Carrier system ("IDLC"), BellSouth shall unbundle the IDLC-delivered loop, as soon as practicable, using one of the following alternative arrangements: (1) utilize existing Next Generation Digital Loop Carrier ("NGDLC") facilities; (2) utilize existing Universal Digital Loop Carrier ("UDLC"); (3) utilize existing copper facilities that serve the distribution area or allocate new copper feeder pairs to the distribution area if spare capacity is available in the feeder route or carrier serving area; (4) utilize spare capacity of existing Integrated Network Access system or other existing IDLC that is terminated on a digital cross-connect system; (5) utilize side-door/hairpin capability of switch peripheral if the serving IDLC is terminated on a peripheral with those capabilities, or if spare capacity is available on a switch peripheral that is capable of side-door/hairpin, move the serving IDLC to the side-door capable peripheral; (6) activate new IDLC or NGDLC capacity to the distribution area; or (7) convert some existing IDLC capacity to UDLC. These alternative arrangements will be used where available to permit NEXTLINK to order a contiguous unbundled local loop and to provide NEXTLINK with the capability to serve end users at the same level BellSouth provides its retail customers, to the extent technically feasible.
- 3.2 BellSouth will make its best efforts to provide NEXTLINK with an unbundled IDLC-delivered loop in the order set forth above, when such alternative arrangements are available. The Parties recognize that BellSouth may reasonably deviate from the order set forth in Section 3.01 in order to unbundle an IDLC-delivered loop, such as to meet a due date, and may change the method by which it is providing an unbundled IDLC-delivered loop to NEXTLINK after initial installation. Any such change in the method of providing an unbundled IDLC-delivered loop after initial installation will be coordinated between BellSouth and NEXTLINK. The Parties also recognize that the alternative arrangements identified in Section 3.1 are based on existing technology and current regulatory

requirements; in the event changes in technology or in BellSouth's network affect BellSouth's ability to continue utilizing such arrangements or BellSouth subsequently agrees or is required to make available other technically feasible alternatives or options for unbundling an IDLC-delivered loop, the Parties agree to amend Section 3.1 accordingly.

3.3

In the event BellSouth must construct facilities in order to provide NEXTLINK with an unbundled IDLC-delivered loop as set forth in options 6 and 7 in Section 3.1 above, BellSouth will notify NEXTLINK of BellSouth's intent to assess NEXTLINK special construction charges associated with the cost of provisioning the loop facilities. At such time BellSouth will also notify NEXTLINK of the amount of special construction charges and the basis for them. In the event BellSouth does so, NEXTLINK has the option to: (1) agree to pay such special construction charges; or (2) challenge the payment of such special construction charges by filing a petition with the Tennessee Regulatory Authority pursuant to the dispute resolution procedures in the Agreement. In the event the Authority lacks jurisdiction over such a petition or otherwise declines to consider the merits of the petition, either Party may initiate an arbitration proceeding to decide whether NEXTLINK is legally obligated to pay such special construction charges and, if so, the amount NEXTLINK should be required to pay. Any arbitration requested under this Section will be conducted in accordance with the CPR Institute for Dispute Resolution ("CPR") Rules for Non-Administered Arbitration and Business Disputes ("CPR rules"), although the Parties agree that the time frames for arbitration of any such dispute will be expedited and that a hearing in the matter will be conducted within sixty (60) days of any demand for arbitration and the arbitrator must rule on the dispute by issuing a written opinion within thirty (30) days after the close of hearings. The times specified herein may be extended upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Judgement upon the order rendered by the arbitrator may be entered in any court having jurisdiction. Each Party shall bear its own cost of arbitration, and the Parties shall equally split the fees of the arbitration and the arbitrator. However, the prevailing party in the arbitration is entitled to recover its costs, including its share of the arbitration fees, once a final arbitration decision has been rendered.

3.4

Notwithstanding any dispute concerning the payment of special construction charges, the Parties agree that BellSouth will construct facilities to provide NEXTLINK with an unbundled IDLC-delivered loop if there are no other alternative arrangements available and if NEXTLINK requests that BellSouth construct such facilities. However, because of the time involved in constructing facilities necessary to provide loop facilities to NEXTLINK, the Parties agree that any intervals contained in this

Agreement applicable to the provisioning of unbundled loops will not apply when alternative facilities do not exist and BellSouth must construct such facilities in order to provide NEXTLINK with an unbundled IDLC-delivered loop.

- 3.5 Twice a year, NEXTLINK may request, and BellSouth will provide NEXTLINK at no charge, the following information concerning the location of IDLC on a central office by central office basis in BellSouth's serving area in Tennessee: (1) the location of loops available over IDLC or NGDLC, when available; and (2) the location of IDLC-delivered loops for which no alternative facility currently exists. To the extent NEXTLINK requests this information on a more frequent basis, NEXTLINK agrees to reimburse BellSouth the reasonable costs of providing such information.

4. Network Interface Device

4.1 Definition

- 4.1.1 The Network Interface Device (NID) is a single-line termination device or that portion of a multiple-line termination device required to terminate a single line or circuit. The fundamental function of the NID is to establish the official network demarcation point between a carrier and its end-user customer. The NID features two independent chambers or divisions which separate the service provider's network from the customer's inside wiring. Each chamber or division contains the appropriate connection points or posts to which the service provider and the end user customer each make their connections. The NID provides a protective ground connection, and is capable of terminating cables such as twisted pair cable.

4.2 Technical Requirements

- 4.2.1 The Network Interface Device shall provide a clean, accessible point of connection for the inside wiring and for the Distribution Media and shall maintain a connection to ground that meets the requirements set forth below.
- 4.2.2 The NID shall be capable of transferring electrical analog or digital signals between the customer's inside wiring and the Distribution Media.
- 4.2.3 All NID posts or connecting points shall be in place, secure, usable and free of any rust or corrosion. The protective ground connection shall exist and be properly installed. The ground wire shall also be free of rust or corrosion and have continuity relative to ground.

- 4.2.4 The NID shall be capable of withstanding all normal local environmental variations.
- 4.2.5 Where feasible, the NID shall be physically accessible to NEXTLINK designated personnel. In cases where entrance to the customer premises is required to give access to the NID, NEXTLINK shall obtain entrance permission directly from the customer.
- 4.2.6 BellSouth shall offer the NID as a stand-alone component. Additionally, NEXTLINK may connect its loop to any spare capacity on the BellSouth NID. Where necessary to comply with an effective Commission order, BellSouth shall allow NEXTLINK to disconnect the BellSouth loop from the BellSouth NID in order to connect NEXTLINK's loop to the BellSouth NID. In these cases, NEXTLINK accepts all liability associated with this process and it is NEXTLINK's responsibility to make sure the disconnected BellSouth loop is properly grounded.

4.3 Interface Requirements

- 4.3.1 The NID shall be the interface to customers' premises wiring for alternative loop technologies.
- 4.3.2 The NID shall be equal to or better than all of the requirements for NIDs set forth in the following technical references:
 - 4.3.2.1 Bellcore Technical Advisory TA-TSY-000120 "Customer Premises or Network Ground Wire;"
 - 4.3.2.2 Bellcore Generic Requirement GR-49-CORE "Generic Requirements for Outdoor Telephone Network Interface Devices;"
 - 4.3.2.3 Bellcore Technical Requirement TR-NWT-00239 "Indoor Telephone Network Interfaces;" and
 - 4.3.2.4 Bellcore Technical Requirement TR-NWT-000937 "Generic Requirements for Outdoor and Indoor Building Entrance."

5. Unbundled Loop Concentration (ULC) System

- 5.1 BellSouth shall provide NEXTLINK unbundled loop concentration. Loop concentration in the central office concentrates the signals transmitted over local loops. Unbundled loop concentration allows up to 96 BellSouth loops to be concentrated onto multiple DS1s. The DS1s carrying the loops shall be terminated into NEXTLINK's collocation space. Rates for loop concentration are as set forth in Attachment 12.

- 5.2 In lieu of purchasing ULC from BellSouth, NEXTLINK may provide its own loop concentration systems within its physical or virtual collocation space, or obtain loop concentration systems from a mutually approved vendor and consistent with VEIS tariff or Physical Collocation arrangement.

6. **Sub-loop Elements**

- 6.1 Where facilities permit, and in compliance with an effective Commission order, BellSouth shall offer access to its Unbundled Sub-Loop (USL) and Unbundled Sub-Loop Concentration (USLC) elements.

7. **Unbundled Sub-loop (USL)**

7.1 **Definition**

- 7.1.1 BellSouth will provide to NEXTLINK two different types of USLs. Unbundled Sub-Loop – Distribution (USL-D) and Unbundled Sub-Loop – Riser (USL-R). The USL-D is the loop distribution facility that provides connectivity between the NID component of the unbundled sub-loop and the terminal block on the customer-side of a Feeder Distribution Interface (FDI) located at BellSouth's cross-box. This termination and cross-connect field may be in the form of an outside plant distribution closure, remote terminal or fiber node, or an underground vault. USL-R is the riser cable portion of BellSouth's loop distribution facility that extends from BellSouth's point-of-entry into a building (e.g., equipment closet, terminal room, etc.) to the NID on a particular floor or office space in a multiunit premises. Unbundled Sub-Loops will be provisioned as 2-wire or 4-wire circuits and will include a NID.
- 7.1.2 To obtain access to the USL-D established as BellSouth's pursuant to section 9.4 herein, NEXTLINK will place a cross-box near the BellSouth cross-box and extend a cable to BellSouth's cross-box. The BellSouth technician will then terminate the NEXTLINK cable into BellSouth's cross-box and will provide the cross-connects from the USL-Ds to the appropriate NEXTLINK cable pairs.
- 7.1.3 To obtain access to the USL-R, established as BellSouth's pursuant to section 9.4 herein, the BellSouth technician will install a cross-connect panel and place cross-connects from that panel to the USL-R requested by NEXTLINK. The BellSouth technician will label the panel so that NEXTLINK can identify which terminal they should connect their feeder facilities to on the BellSouth panel. NEXTLINK will place a cross-connect panel (or similar facilities) in the equipment room of the customer premises (where BellSouth's outside loop distribution facility connects to BellSouth's riser cable facilities) for the purpose of providing an interface point for NEXTLINK's feeder facilities. NEXTLINK will then connect to the

BellSouth provided cross-connect panel that has been labeled by BellSouth for NEXTLINK's use in accessing the USL-Rs.

- 7.1.4 The Unbundled Sub-Loop may be copper twisted pair, coax cable, or single or multi-mode fiber optic cable. A combination that includes two or more of these media is also possible. If NEXTLINK requires a copper twisted pair Unbundled Sub-Loop in instances where the Unbundled Sub-Loop for services that BellSouth offers is other than a copper facility, BellSouth will provide that media if those facilities exist.
- 7.2 Requirements for All Unbundled Sub-Loop
 - 7.2.1 Unbundled Sub-Loops shall be capable of carrying all signaling messages or tones needed to provide telecommunications services.
 - 7.2.2 Unbundled Sub-Loop shall support functions associated with provisioning, maintenance and testing of the Unbundled Sub-Loop itself, as well as provide necessary access to provisioning, maintenance and testing functions for Network Elements to which it is associated.
 - 7.2.3 Unbundled Sub-Loop shall be equal to or better than all of the applicable requirements set forth in the following technical references:
 - 7.2.3.1 Bellcore TR-TSY-000057, "Functional Criteria for Digital Loop Carrier Systems;" and
 - 7.2.3.2 Bellcore TR-NWT-000393, "Generic Requirements for ISDN Basic Access Digital Subscriber Lines."
- 7.3 Interface Requirements
 - 7.3.1 Unbundled Sub-Loop shall be equal to or better than each of the applicable interface requirements set forth in the following technical references:
 - 7.3.1.1 Bellcore TR-NWT-000049, "Generic Requirements for Outdoor Telephone Network Interface Devices," issued December 1, 1994;
 - 7.3.1.2 Bellcore TR-NWT-000057, "Functional Criteria for Digital Loop Carrier Systems," issued January 2, 1993;
 - 7.3.1.3 Bellcore TR-NWT-000393, "Generic Requirements for ISDN Basic Access Digital Subscriber Lines;"
 - 7.3.1.4 Bellcore TR-NWT-000253, SONET Transport Systems: Common Criteria (A module of TSGR, FR-NWT-000440), Issue 2, December 1991).

8. Unbundled Sub-Loop Concentration System (USLC)

8.1 Where facilities permit, and in compliance with an effective Commission order, BellSouth shall provide to NEXTLINK unbundled sub-loop concentration (USLC). USLC systems provide NEXTLINK with the ability to concentrate up to 96 of its sub-loops onto multiple DS1s back to the BellSouth Central Office. The DS1s will then be terminated into NEXTLINK's collocation space.

8.2 In these scenarios, NEXTLINK 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 to a cross-connect panel within the BellSouth RT and would allow NEXTLINK's sub-loops to then be placed on the ULSC and transport to their collocation space at a DS1 level.

9. Unbundled Network Terminating Wire (UNTW) *

9.1.1 BellSouth shall offer its Network Terminating Wire (UNTW) to NEXTLINK, pursuant to the following terms and conditions and at the rates set forth in Attachment 12.

9.2 Definition

9.2.1 UNTW is twisted copper wire that extends from BellSouth's point-of-entry into a multi-tenant building (MTB) or multi-dwelling unit (MDU) to the NID at the end user's location, where the point of demarcation for that customer has been properly established at the NID, as stated in section 9.4 herein.

9.3 Technical Requirements

9.3.1 To access BellSouth's UNTW, NEXTLINK would be required to place a cross-box, terminal, or other similar device, and deliver a cable to the BellSouth terminal located at the building's point-of-entry or garden terminal. BellSouth would then connect NEXTLINK's cable to a cross-connect panel within the BellSouth terminal.

9.3.2 This arrangement would provide NEXTLINK with connectivity from its feeder and/or distribution facilities (terminated in NEXTLINK's terminal) to the UNTW and the NID at the end user's premises.

9.4 UNTW referenced in this section and Riser Cable referenced in Section 7 are facilities located on BellSouth's side of the demarcation point in multiunit premises, which shall be established consistent with the rules of the FCC promulgated in Docket 88-57.

- 9.5 Upon NEXTLINK's written request for identification of the demarcation point or points within a specific, addressed multiunit location, BellSouth must, within 48 hours, provide NEXTLINK with any existing written evidence and documentation stating how the demarcation point was determined and certifying that the demarcation point was established in accordance with the rules of the FCC promulgated in Docket 88-57.
- Written documentation includes reducing to writing and certifying any oral representations made to BellSouth by building owners concerning demarcation points. If written documentation does not exist, BellSouth should provide a contact name and telephone number of the appropriate BellSouth outside plant staff and building or property owner.
- 9.5.1 Should NEXTLINK, after receiving BellSouth's response and documentation, believe that the demarcation point for a particular customer location was not established in accordance with applicable FCC rules, NEXTLINK may petition the Tennessee Regulatory Authority or appropriate regulatory or legal agency for resolution of the complaint.
- 9.5.2 Effective December 1, 1998, and going forward, BellSouth shall, for all wiring installed or relocated within premises subject to FCC Docket 88-57, maintain documentation describing how demarcation points have been established within the specific premises. This documentation should certify that said demarcation points were established in accordance with applicable FCC rules, and the documentation shall be signed by an authorized representative of the property owner. Upon request, this documentation shall be provided to NEXTLINK in accordance with section 9.5 above.
- 9.5.3 Upon establishment of BellSouth's ownership of riser cable and/or network terminating wire within a specific multiunit premises, NEXTLINK may submit its written request for access to these items on an unbundled basis. The Parties agree to discuss the appropriate provisioning processes for providing access to unbundled riser cable and/or network terminating wire and appropriate recurring and nonrecurring charges thereof. Further, the Parties agree to promptly amend this Agreement to implement any mutual agreement of the Parties with regard to provisioning and/or pricing. If within ninety (90) days after submission of a request for access from NEXTLINK, BellSouth and NEXTLINK are unable to reach agreement on provisioning and pricing for access to unbundled riser cable and network terminating wire, either Party may petition the Authority to establish reasonable provisioning processes and to set interim, or, depending on the status of pricing proceedings in Tennessee,

permanent rates for these items on an unbundled basis. In instances where BellSouth owns the riser cable and network terminating wire within a multi-unit building, and NEXTLINK has purchased a loop from BellSouth to serve an end-user customer in that building, a separate rate need not be established for riser cable and network terminating wire because they are part of the facilities for which loop rates are established.

- 9.5.4 In accordance with Section 8 of the General Terms and Conditions of this Agreement, all confidential and proprietary information, including but not limited to requests from NEXTLINK for information and/or documentation regarding the location of demarcation points for a specific, addressed location, shall be protected from disclosure or dissemination and specifically shall not be disclosed by BellSouth to its retail arm, including but not limited to sales and marketing personnel.

10. Local Switching

BellSouth shall offer access to local switching pursuant to the following terms and conditions, and at the rates set forth in Attachment 12.

10.1 Definition

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

carrier; call features (e.g., call forwarding) and CENTREX capabilities. Where required to do so in order to comply with an effective Commission order, Local Switching, including the ability to route to NEXTLINK's transport facilities, dedicated facilities and systems, shall be unbundled from all other unbundled Network Elements, i.e., Operator Systems, Shared Transport, and Dedicated Transport. BellSouth and NEXTLINK shall continue to work with the appropriate industry groups to develop a long-term solution for selective routing.

- 10.1.2 A featureless port is one that has a line port, switching functionally, and an interoffice port. A featured port can be all features available or a limited number of features and consists of all that is in a featureless port plus all or a number of "vertical features" that BellSouth offers to its end users and can be provided on one telephone line.
- 10.1.3 Where required to do so in order to comply with an effective Commission order, BellSouth shall provide to NEXTLINK purchasing unbundled 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. NEXTLINK customers may use the same dialing arrangements as BellSouth customers, but obtain a NEXTLINK-branded service.
- 10.2 Technical Requirements
- 10.2.1 The requirements set forth in this Section apply to Local Switching, but not to the Data Switching function of Local Switching.
- 10.2.1.1 Local Switching shall be equal to or better than the requirements for Local Switching set forth in Bellcore's Local Switching Systems General Requirements (FR-NWT-000064).
- 10.2.1.2 When applicable, BellSouth shall route calls to the appropriate trunk or lines for call origination or termination.
- 10.2.1.3 Subject to Sections 10.1.1 and 10.1.3, 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 NEXTLINK will be made pursuant to the Bona Fide Request Process of Attachment 9.
- 10.2.1.4 BellSouth shall provide unbranded recorded announcements and call progress tones to alert callers of call progress and disposition.

- 10.2.1.5 BellSouth shall activate service for an NEXTLINK customer or network interconnection on any of the Local Switching interfaces. This includes provisioning changes to change a customer from BellSouth's services to NEXTLINK's services without loss of switch feature functionality as defined in this Agreement.
- 10.2.1.6 BellSouth shall perform routine testing (e.g., Mechanized Loop Tests (MLT) and test calls such as 105, 107 and 108 type calls) and fault isolation on a mutually agreed upon schedule.
- 10.2.1.7 BellSouth shall repair and restore any equipment or any other maintainable component that may adversely impact Local Switching.
- 10.2.1.8 BellSouth shall control congestion points such as those caused by radio station call-ins, and network routing abnormalities. All traffic shall be restricted in a non-discriminatory manner.
- 10.2.1.9 BellSouth shall perform manual call trace and permit customer-originated call trace.
- 10.2.1.10 Special Services provided by BellSouth will include the following:
 - 10.2.1.10.1 Telephone Service Prioritization;
 - 10.2.1.10.2 Related services for the handicapped;
 - 10.2.1.10.3 Soft dial tone where required by law; and
 - 10.2.1.10.4 Any other service required by law.
- 10.2.1.11 BellSouth shall provide Switching Service Point (SSP) capabilities and signaling software to interconnect the signaling links destined to the Signaling Transfer Point Switch (STPs). These capabilities shall adhere to Bellcore specifications: TCAP (GR-1432-CORE), ISUP (GR-905-CORE), Call Management (GR-1429-CORE), Switched Fractional DS1 (GR-1357-CORE), Toll Free Service (GR-1428-CORE), Calling Name (GR-1597-CORE), Line Information Database (GR-954-CORE), and Advanced Intelligent Network (GR-2863-CORE).
- 10.2.1.12 BellSouth shall provide interfaces to adjuncts through Bellcore standard interfaces. These adjuncts can include, but are not limited to, the Service Circuit Node and Automatic Call Distributors.
- 10.2.1.13 BellSouth shall provide performance data regarding a customer line, traffic characteristics or other measurable elements to NEXTLINK, upon a reasonable request from NEXTLINK. ALEC will pay BellSouth for all

costs incurred to provide such performance data through the Business Opportunity Request process.

- 10.2.1.14 BellSouth shall offer Local Switching that provides feature offerings at parity to those provided by BellSouth to itself or any other party. Such feature offerings shall include, but are not limited to:
 - 10.2.1.14.1 Basic and primary rate ISDN;
 - 10.2.1.14.2 Residential features;
 - 10.2.1.14.3 Customer Local Area Signaling Services (CLASS/LASS);
 - 10.2.1.14.4 CENTREX (including equivalent administrative capabilities, such as customer accessible reconfiguration and detailed message recording); and
 - 10.2.1.14.5 Advanced intelligent network (AIN) triggers supporting NEXTLINK and BellSouth service applications. BellSouth shall offer to NEXTLINK all AIN triggers in connection with its SMS/SCE offering which are supported by BellSouth for offering AIN based services. Where NEXTLINK provides its own switching, it shall also have access to BellSouth's officewide triggers in BellSouth's switch. Triggers that are currently available include:
 - 10.2.1.14.5.1 Off-Hook Immediate
 - 10.2.1.14.5.2 Off-Hook Delay
 - 10.2.1.14.5.3 Termination Attempt
 - 10.2.1.14.5.4 6/10 Public Office Dialing Plan
 - 10.2.1.14.5.5 Feature Code Dialing
 - 10.2.1.14.5.6 Customer Dialing Plan
 - 10.2.1.14.6 When the following triggers are supported by BellSouth, BellSouth will make these triggers available to NEXTLINK:
 - 10.2.1.14.6.1 Private EAMF Trunk;
 - 10.2.1.14.6.2 Shared Interoffice Trunk (EAMF, SS7);
 - 10.2.1.14.6.3 N11; and
 - 10.2.1.14.6.4 Automatic Route Selection.

- 10.2.1.15 Where capacity exists, BellSouth shall assign each NEXTLINK customer line the class of service designated by NEXTLINK (e.g., using line class codes or other switch specific provisioning methods), and shall route directory assistance calls from NEXTLINK customers to NEXTLINK directory assistance operators at NEXTLINK's option.
- 10.2.1.16 Where capacity exists, BellSouth shall assign each NEXTLINK customer line the class of services designated by NEXTLINK (e.g., using line class codes or other switch specific provisioning methods) and shall route operator calls from NEXTLINK customers to NEXTLINK operators at NEXTLINK's option. For example, BellSouth may translate 0- and 0+ intraLATA traffic, and route the call through appropriate trunks to an NEXTLINK Operator Services Position System (OSPS). Calls from Local Switching must pass the ANI-II digits unchanged.
- 10.2.1.17 Local Switching shall be offered in accordance with the requirements of the following technical references:
 - 10.2.1.17.1 BellCore GR-1298-CORE, AIN Switching System Generic Requirements, as implemented in BellSouth's switching equipment;
 - 10.2.1.17.2 BellCore GR-1299-CORE, AIN Switch-Service Control Point (SCP)/Adjunct Interface Generic Requirements;
 - 10.2.1.17.3 BellCore TR-NWT-001284, AIN 0.1 Switching System Generic Requirements;
 - 10.2.1.17.4 BellCore SR-NWT-002247, AIN Release 1 Update.
- 10.2.2 Interface Requirements
 - 10.2.2.1 BellSouth shall provide the following interfaces to loops:
 - 10.2.2.2 Standard Tip/Ring interface including loopstart or groundstart, on-hook signaling (e.g., for calling number, calling name and message waiting lamp);
 - 10.2.2.3 Coin phone signaling;
 - 10.2.2.4 Basic Rate Interface ISDN adhering to appropriate Bellcore Technical Requirements;
 - 10.2.2.5 Two-wire analog interface to PBX;
 - 10.2.2.5.1 Four-wire analog interface to PBX;

- 10.2.2.6 Four-wire DS1 interface to PBX or customer provided equipment (e.g., computers and voice response systems);
- 10.2.2.7 Primary Rate ISDN to PBX adhering to ANSI standards Q.931, Q.932 and appropriate Bellcore Technical Requirements;
- 10.2.2.8 Switched Fractional DS1 with capabilities to configure Nx64 channels (where N = 1 to 24); and
- 10.2.2.9 Loops adhering to Bellcore TR-NWT-08 and TR-NWT-303 specifications to interconnect Digital Loop Carriers.
- 10.2.2.10 BellSouth shall provide access to the following but not limited to:
- 10.2.2.11 SS7 Signaling Network or Multi-Frequency trunking if requested by NEXTLINK;
- 10.2.2.12 Interface to NEXTLINK operator services systems or Operator Services through appropriate trunk interconnections for the system; and
- 10.2.2.13 Interface to NEXTLINK directory assistance services through the NEXTLINK switched network, or to Directory Assistance Services through the appropriate trunk interconnections for the system; and 950 access or other NEXTLINK required access to interexchange carriers as requested through appropriate trunk interfaces.

11. Transport

BellSouth shall offer access to unbundled transport including. Shared and Dedicated Transport to all BellSouth Central offices, and Tandem Switching, pursuant to the following terms and conditions and at the rates set forth in Attachment 12. Shared and Dedicated Transport shall be provided with the applicable Digital Cross-Connect Systems, at the terms and conditions set forth in Section 11.5, and at the rates set forth in Attachment 12.

11.1 Definition of Shared Transport

Shared Transport is an interoffice transmission path between BellSouth Network Elements which is shared by more than one telecommunications service provider. Where BellSouth Network Elements are connected by intra-office wiring, such wiring is provided as a part of the Network Elements and is not Shared Transport. Shared Transport consists of BellSouth inter-office transport facilities unbundled from local switching.

11.2 Technical Requirements of Shared Transport

- 11.2.1 Shared Transport provided on DS1 or VT1.5 circuits, shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Central Office to Central Office ("CO to CO") connections in the appropriate industry standards.
- 11.2.2 Shared Transport provided on DS3 circuits, STS-1 circuits, and higher transmission bit rate circuits, Shared Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for CO to CO connections in the appropriate industry standards.
- 11.2.3 BellSouth shall be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide Shared Transport.
- 11.2.4 At a minimum, Shared Transport shall meet all of the requirements set forth in the following technical references (as applicable for the transport technology being used):
 - 11.2.4.1 ANSI T1.101-1994, American National Standard for Telecommunications - Synchronization Interface Standard Performance and Availability;
 - 11.2.4.2 ANSI T1.102-1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces;
 - 11.2.4.3 ANSI T1.102.01-199x, American National Standard for Telecommunications - Digital Hierarchy - VT1.5;
 - 11.2.4.4 ANSI T1.105-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Basic Description including Multiplex Structure, Rates and Formats;
 - 11.2.4.5 ANSI T1.105.01-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Automatic Protection Switching;
 - 11.2.4.6 ANSI T1.105.02-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Payload Mappings;
 - 11.2.4.7 ANSI T1.105.03-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Jitter at Network Interfaces;
 - 11.2.4.8 ANSI T1.105.03a-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET): Jitter at Network Interfaces - DS1 Supplement;

- 11.2.4.22 Bellcore FR-440 and TR-NWT-000499, Transport Systems Generic Requirements (TSGR): Common Requirements;
- 11.2.4.23 Bellcore GR-820-CORE, Generic Transmission Surveillance: DS1 & DS3 Performance;
- 11.2.4.24 Bellcore GR-253-CORE, Synchronous Optical Network Systems (SONET); Common Generic Criteria;
- 11.2.4.25 Bellcore TR-NWT 000507, Transmission, Section 7, Issue 5 (Bellcore, December 1993). (A module of LSSGR, FR-NWT-000064.);
- 11.2.4.26 Bellcore TR-NWT-000776, Network Interface Description for ISDN Customer Access;
- 11.2.4.27 Bellcore TR-INS-000342, High-Capacity Digital Special Access Service-Transmission Parameter Limits and Interface Combinations, Issue 1 February 1991;
- 11.2.4.28 Bellcore ST-TEC 000052, Telecommunications Transmission Engineering Textbook, Volume 2: Facilities, Third Edition, Issue I May 1989;
- 11.2.4.29 Bellcore ST-TEC-000051, Telecommunications Transmission Engineering Textbook Volume 1: Principles, Third Edition. Issue 1 August 1987.
- 11.3 Dedicated Transport
- 11.3.1 Definition
- 11.3.1.1 Dedicated Transport is an interoffice transmission path between BellSouth central offices unbundled from local switching, that is dedicated to a particular telecommunications service provider.
- 11.3.1.2 BellSouth shall offer Dedicated Transport in each of the following ways:
 - 11.3.1.2.1 As capacity on a shared facility.
 - 11.3.1.2.2 As a circuit (e.g., DS0, DS1) dedicated to NEXTLINK.
- 11.3.1.3 When Dedicated Transport is provided as a system it shall include:
 - 11.3.1.3.1 Transmission equipment such as multiplexers, line terminating equipment, amplifiers, and regenerators;
 - 11.3.1.4 Inter-office transmission facilities such as optical fiber, copper twisted pair, and coaxial cable;

11.3.2 Technical Requirements

- 11.3.2.1 When BellSouth provides Dedicated Transport as a circuit or a system, the entire designated transmission circuit or system (e.g., DS0, DS1, DS3) shall be dedicated to NEXTLINK designated traffic.**
- 11.3.2.2 BellSouth shall offer Dedicated Transport in all technologies that become available including, but not limited to, DS1 and DS3 transport systems, SONET (or SDH) Bi-directional Line Switched Rings, SONET (or SDH) Unidirectional Path Switched Rings, and SONET (or SDH) point-to-point transport systems (including linear add-drop systems), at all available transmission bit rates. While SONET Ring facilities are not available in every application, they are typically available in the major metropolitan areas.**
- 11.3.2.3 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.**
- 11.3.2.4 BellSouth shall offer the following interface transmission rates for Dedicated Transport:**
- 11.3.2.4.1 DS0 Equivalent;**
- 11.3.2.4.2 DS1 (Extended SuperFrame - ESF, D4, and unframed applications shall be provided);**
- 11.3.2.4.3 SONET standard interface rates in accordance with ANSI T1.105 and ANSI T1.105.07 and physical interfaces per ANSI T1.106.06 (including referenced interfaces). In particular, VT1.5 based STS-1s will be the interface at an NEXTLINK service node.**
- 11.3.2.4.4 SDH Standard interface rates in accordance with International Telecommunications Union (ITU) Recommendation G.707 and Plesiochronous Digital Hierarchy (PDH) rates per ITU Recommendation G.704.**
- 11.3.2.5 When Dedicated Transport is provided as a system, BellSouth shall design the system according to NEXTLINK's architectural requirements. This includes, but is not limited to:**
- 1. Facility routing and termination points,**
 - 2. Interface selection among those available on the system,**

3. System provisionable parameters. This does not include specification of the vendor to be used by BellSouth, except where mutually agreed.

- 11.3.3 At a minimum, Dedicated Transport shall meet each of the requirements set forth in the following technical references:
- 11.3.3.1 ANSI T1.231-1993 -American National Standard for Telecommunications - Digital Hierarchy - Layer 1 In-Service Digital Transmission performance monitoring.
- 11.3.3.1.1 ANSI T1.102-1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces;
- 11.3.3.1.2 ANSI T1.106-1988, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (Single Mode);
- 11.3.3.1.3 ANSI T1.107-1988, American National Standard for Telecommunications - Digital Hierarchy - Formats Specifications;
- 11.3.3.1.4 ANSI T1.107a-1990 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications (DS3 Format Applications);
- 11.3.3.1.5 ANSI T1.107b-1991 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications;
- 11.3.3.1.6 Bellcore FR-440 and TR-NWT-000499, Transport Systems Generic Requirements (TSGR): Common Requirements;
- 11.3.3.1.7 Bellcore GR-820-CORE, Generic Transmission Surveillance: DS1 & DS3 Performance;
- 11.3.3.1.8 Bellcore TR-NWT 000507, Transmission, Section 7, Issue 5 (Bellcore, December 1993). (A module of LSSGR, FR-NWT-000064.);
- 11.3.3.1.9 Bellcore TR-INS-000342, High-Capacity Digital Special Access Service-Transmission Parameter Limits and Interface Combinations, Issue 1 February 1991;
- 11.3.3.1.10 Bellcore ST-TEC 000052, Telecommunications Transmission Engineering Textbook, Volume 2: Facilities, Third Edition, Issue I May 1989;
- 11.3.3.1.11 Bellcore ST-TEC-000051, Telecommunications Transmission Engineering Textbook Volume 1: Principles, Third Edition. Issue 1 August 1987;

11.4 Tandem Switching

11.4.1 Definition

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

11.4.2 Technical Requirements

- 11.4.2.1 Tandem Switching shall have the same capabilities or equivalent capabilities as those described in Bell Communications Research TR-TSY-000540 Issue 2R2, Tandem Supplement, 6/1/90. The requirements for Tandem Switching include, but are not limited to the following:
- 11.4.2.1.1 Tandem Switching shall provide signaling to establish a tandem connection;
- 11.4.2.1.2 Tandem Switching will provide screening as jointly agreed to by NEXTLINK and BellSouth;
- 11.4.2.1.3 Tandem Switching shall provide Advanced Intelligent Network triggers supporting AIN features where technically feasible;
- 11.4.2.1.4 Tandem Switching shall provide access to Toll Free number portability database as designated by NEXTLINK;
- 11.4.2.1.5 Tandem Switching shall provide all trunk interconnections discussed under the "Network Interconnection" section (e.g., SS7, MF, DTMF, DialPulse, PRI-ISDN, DID, and CAMA-ANI (if appropriate for 911));
- 11.4.2.1.6 Tandem Switching shall provide connectivity to PSAPs where E911 solutions are deployed and the BellSouth 911 tandem is used for 911; and
- 11.4.2.1.7 Where appropriate, Tandem Switching shall provide connectivity to transit traffic to and from other carriers.
- 11.4.2.2 Tandem Switching shall accept connections (including the necessary signaling and trunking interconnections) between end offices, other tandems, IECs, ICOs, CAPs and ALEC switches.
- 11.4.2.3 Tandem Switching shall provide local tandeming functionality between two end offices including two offices belonging to different ALEC's (e.g., between an ALEC end office and the end office of another ALEC).
- 11.4.2.4 Tandem Switching shall preserve CLASS/LASS features and Caller ID as traffic is processed.

- 11.4.2.5 Tandem Switching shall record billable events and send them to the area billing centers designated by NEXTLINK. Tandem Switching will provide recording of all billable events as jointly agreed to by NEXTLINK and BellSouth.
- 11.4.2.6 Upon a reasonable request from NEXTLINK, 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 NEXTLINK.
- 11.4.2.7 BellSouth shall maintain NEXTLINK's trunks and interconnections associated with Tandem Switching at least at parity to its own trunks and interconnections.
- 11.4.2.8 BellSouth shall control congestion points and network abnormalities. All traffic will be restricted in a nondiscriminatory manner.
- 11.4.2.9 Tandem Switching shall route calls to BellSouth or NEXTLINK endpoints or platforms (e.g., operator services and PSAPs) on a per call basis as designated by NEXTLINK, where such routing is not available from the originating end office switch, to the extent such Tandem Switch has such capability. Detailed primary and overflow routing plans for all interfaces available within BellSouth switching network shall be mutually agreed to by NEXTLINK and BellSouth. Such plans shall meet NEXTLINK requirements for routing calls through the local network.
- 11.4.2.10 Tandem Switching shall process originating toll-free traffic received from NEXTLINK local switch.
- 11.4.2.11 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.
- 11.4.3 Interface Requirements
- 11.4.3.1 Tandem Switching shall provide interconnection to the E911 PSAP where the underlying Tandem is acting as the E911 Tandem.
- 11.4.3.2 Tandem Switching shall interconnect, with direct trunks, to all carriers with which BellSouth interconnects.
- 11.4.3.3 BellSouth shall provide all signaling necessary to provide Tandem Switching with no loss of feature functionality.

- 11.4.3.4 Tandem Switching shall interconnect with NEXTLINK's switch, using two-way trunks, for traffic that is transiting via BellSouth network to interLATA or intraLATA carriers. At NEXTLINK's request, Tandem Switching shall record and keep records of traffic for billing.
- 11.4.3.5 Tandem Switching shall provide an alternate final routing pattern for NEXTLINK traffic overflowing from direct end office high usage trunk groups.
- 11.4.4 Tandem Switching shall meet or exceed (i.e., be more favorable to NEXTLINK) each of the requirements for Tandem Switching set forth in the following technical references:
 - 11.4.4.1 Bell Communications Research TR-TSY-000540 Issue 2R2, Tandem Supplement, 6/1/90;
 - 11.4.4.2 GR-905-CORE covering CCSNIS;
 - 11.4.4.3 GR-1429-CORE for call management features; and GR-2863-CORE and BellCore GR-2902-CORE covering CCS AIN interconnection
- 11.5 Digital Cross-Connect System (DCS)
 - 11.5.1 Definition
 - 11.5.1.1 DCS provides automated cross connection of Digital Signal level 0 (DS0) or higher transmission bit rate digital channels within physical interface facilities. Types of DCSs include but are not limited to DCS 1/0s, DCS 3/1s, and DCS 3/3s, where the nomenclature 1/0 denotes interfaces typically at the DS1 rate or greater with cross-connection typically at the DS0 rate. This same nomenclature, at the appropriate rate substitution, extends to the other types of DCSs specifically cited as 3/1 and 3/3. Types of DCSs that cross-connect Synchronous Transport Signal level 1 (STS-1s) or other Synchronous Optical Network (SONET) signals (e.g., STS-3) are also DCSs, although not denoted by this same type of nomenclature. DCS may provide the functionality of more than one of the aforementioned DCS types (e.g., DCS 3/3/1 which combines functionality of DCS 3/3 and DCS 3/1). For such DCSs, the requirements will be, at least, the aggregation of requirements on the "component" DCSs.
 - 11.5.1.2 In locations where automated cross connection capability does not exist, DCS will be defined as the combination of the functionality provided by a Digital Signal Cross-Connect (DSX) or Light Guide Cross-Connect (LGX) patch panels and D4 channel banks or other DS0 and above multiplexing equipment used to provide the function of a manual cross connection.

- 11.5.1.3 If NEXTLINK determines that it wishes to utilize DCS for channeling functionality in order to combine with transport, BellSouth will provide NEXTLINK with access to its DCS facilities via direct access. Upon NEXTLINK's request for a specific geographic area, BellSouth shall, consistent with its established inquiry processes, provide the network design layouts and engineering records NEXTLINK needs to ascertain where the types of DCS referred to in this Section are available.
- 11.5.1.4 Interconnection between a DSX or LGX to a switch, another cross-connect, or other service platform device, shall be provided as part of DCS as set forth in Section 1.4 of this Attachment.
- 11.5.1.5 If NEXTLINK determines that it wishes to utilize DCS for routing and managing capabilities, then NEXTLINK may purchase FlexServ out of BellSouth's access tariff.
- 11.5.1.6 Within thirty (30) days of the effective date of the FCC's Order in 96-98 Remand Proceeding or within thirty (30) days of the effective date of any subsequent FCC order required as a result of the 96-98 Remand Proceeding or the Supreme Court's remand of AT&T v. Iowa Utilities Board to the 8th Circuit Court, the Parties agree to insert, delete, or replace language into the Agreement in order to incorporate the FCC's decision. Neither Party waives its right to participate in, seek reconsideration of or appeal of any decision rendered as a result of the 96-98 Remand Proceeding or any other proceeding pertaining to the Supreme Court's remand of AT&T v. Iowa Utilities Board. If the Parties cannot agree on language incorporating such rules and/or language within the stated time frame, either Party may petition the TRA for resolution of this issue. If the TRA fails to act to resolve the dispute, either Party may utilize 47 C.F.R. § 51.801. Further, if, as a result of any reconsideration or appeal of any decision, said decisions or rules are modified, vacated, or changed, the Parties shall modify the Agreement to comply with such final decisions within ninety (90) days of the effective date of such final and nonappealable decision or order.
- 11.6 DCS Technical Requirements
- 11.6.1 DCS shall provide completed end-to-end cross connection of the channels designated by NEXTLINK.
- 11.6.2 Where technically available in BellSouth's DCS system and supported by BellSouth's network management software, DCS shall provide multiplexing, format conversion, signaling conversion, or other functions.

- 11.6.3 The end-to-end cross connection assignment shall be input to the underlying device used to provide DCS from an operator at a terminal or via an intermediate system. The cross connection assignment shall remain in effect whether or not the circuit is in use.
- 11.6.4 BellSouth shall continue to administer and maintain DCS, including updates to the control software to current available releases.
- 11.6.5 BellSouth shall provide various types of Digital Cross-Connect Systems including:
 - 11.6.5.1 DS0 cross-connects (typically termed DCS 1/0);
 - 11.6.5.2 DS1/VT1.5 (Virtual Tributaries at the 1.5Mbps rate) cross-connects (typically termed DCS 3/1);
 - 11.6.5.3 DS3 cross-connects (typically termed DCS 3/3);
 - 11.6.5.4 STS-1 cross-connects; and
 - 11.6.5.5 Other technically feasible cross-connects designated by NEXTLINK.
- 11.6.6 DCS shall continuously monitor protected circuit packs and redundant common equipment.
- 11.6.7 Where technically available in BellSouth's DCS System, DCS shall automatically switch to a protection circuit pack on detection of a failure or degradation of normal operation.
- 11.6.8 The underlying equipment used to provide DCS shall be equipped with a redundant power supply or a battery back-up.
- 11.6.9 BellSouth shall make available to NEXTLINK spare facilities and equipment necessary for provisioning repairs, as it does for itself and for its own customers.
- 11.6.10 Where technically available in BellSouth's DCS System and supported by BellSouth's network management software, DCS shall perform optical to electrical conversion where the underlying equipment used to provide DCS contains optical interfaces or terminations (e.g., Optical Carrier level 3, i.e., OC-3, interfaces on a DCS 3/1).
- 11.6.11 Where technically available in BellSouth's DCS System and supported by BellSouth's network management software, DCS shall have SONET ring terminal functionality where the underlying equipment used to provide DCS acts as a terminal on a SONET ring. Provided however, that such DCS shall be provided as set forth in Section 1.4 of this Attachment.

- 11.6.12 Where technically available in BellSouth's DCS System and supported by BellSouth's network management software, DCS shall provide multipoint bridging of multiple channels to other DCSs. NEXTLINK may designate multipoint bridging to be one-way broadcast from a single master to multiple tributaries, or two-way broadcast between a single master and multiple tributaries. Provided however, that such DCS shall be provided as set forth in Section 1.4 of this Attachment.
- 11.6.13 Where technically available in BellSouth's DCS System and supported by BellSouth's network management software, DCS shall multiplex lower speed channels onto a higher speed interface and demultiplex higher speed channels onto lower speed interfaces as designated by NEXTLINK.
- 11.6.14 Where technically available in BellSouth's DCS System and supported by BellSouth's network management software, DCS shall perform signaling conversion and data conditioning as designated by NEXTLINK.
- 11.7 DCS Interface Requirements
- 11.7.1 Where technically available in BellSouth's DCS System and supported by BellSouth's network management software, BellSouth shall provide physical interfaces on DS0, DS1, and VT1.5 channel cross-connect devices at the DS1 rate or higher. In all such cases, these interfaces shall be in compliance with applicable Bellcore, ANSI, and ITU standards.
- 11.7.2 Where technically available in BellSouth's DCS System and supported by BellSouth's network management software, BellSouth shall provide physical interfaces on DS3 channel cross-connect devices at the DS3 rate or higher. In all such cases, these interfaces shall be in compliance with applicable Bellcore, ANSI and ITU standards.
- 11.7.3 Where technically available in BellSouth's DCS System and supported by BellSouth's network management software, BellSouth shall provide physical interfaces on STS-1 cross-connect devices at the OC-3 rate or higher. In all such cases, these interfaces shall be in compliance with applicable Bellcore, ANSI and ITU standards.
- 11.7.4 Where technically available in BellSouth's DCS System and supported by BellSouth's network management software, Interfaces on all other cross-connect devices shall be in compliance with applicable Bellcore, ANSI and ITU standards.
- 11.8 DCS shall, at a minimum, meet all the requirements set forth in the following technical references:

- 11.8.1 ANSI T1.102-1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces;
- 11.8.2 ANSI T1.102.01-199x, American National Standard for Telecommunications - Digital Hierarchy - VT1.5;
- 11.8.3 ANSI T1.105-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Basic Description including Multiplex Structure, Rates and Formats;
- 11.8.4 ANSI T1.105.03-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Jitter at Network Interfaces;
- 11.8.5 ANSI T1.105.03a-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET): Jitter at Network Interfaces - DS1 Supplement;
- 11.8.6 ANSI T1.105.06-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Physical Layer Specifications;
- 11.8.7 ANSI T1.106-1988, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (Single Mode);
- 11.8.8 ANSI T1.107-1988, American National Standard for Telecommunications - Digital Hierarchy - Formats Specifications;
- 11.8.9 ANSI T1.107a-1990 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications (DS3 Format Applications);
- 11.8.10 ANSI T1.107b-1991 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications;
- 11.8.11 ANSI T1.117-1991, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (SONET) (Single Mode - Short Reach);
- 11.8.12 ANSI T1.403-1989, Carrier to Customer Installation, DS1 Metallic Interface Specification;
- 11.8.13 ANSI T1.404-1994, Network-to-Customer Installation - DS3 Metallic Interface Specification;

- 11.8.14 ITU Recommendation G.707, Network node interface for the synchronous digital hierarchy (SDH);
- 11.8.15 ITU Recommendation G.704, Synchronous frame structures used at 1544, 6312, 2048, 8488 and 44736 kbit/s hierarchical levels;
- 11.8.16 FR-440 and TR-NWT-000499, Transport Systems Generic Requirements (TSGR): Common Requirements;
- 11.8.17 GR-820-CORE, Generic Transmission Surveillance: DS1 & DS3 Performance;
- 11.8.18 GR-253-CORE, Synchronous Optical Network Systems (SONET); Common Generic Criteria; and
- 11.8.19 TR-NWT-000776, Network Interface Description for ISDN Customer Access.

12. Operator Systems

BellSouth shall to offer access to operator systems pursuant to the following terms and conditions and at the rates set forth in Attachment 12.

12.1 Definition

Operator Systems is the Network Element that provides operator and automated call handling and billing, special services, customer 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.

12.2 Operator Service

12.2.1 Definition

Operator Service provides: (1) operator handling for call completion (for example, collect, third number billing, and manual credit card calls), (2) operator or automated assistance for billing after the customer 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.

12.2.2 Requirements

- 12.2.2.1 When NEXTLINK requests BellSouth to provide Operator Services, the following requirements apply:
 - 12.2.2.1.1 BellSouth shall complete 0+ and 0- dialed local calls.
 - 12.2.2.1.2 BellSouth shall complete 0+ intraLATA toll calls.
 - 12.2.2.1.3 BellSouth shall complete calls that are billed to NEXTLINK customer's calling card that can be validated by BellSouth.
 - 12.2.2.1.4 BellSouth shall complete person-to-person calls.
 - 12.2.2.1.5 BellSouth shall complete collect calls.
 - 12.2.2.1.6 BellSouth shall provide the capability for callers to bill to a third party and complete such calls.
 - 12.2.2.1.7 BellSouth shall complete station-to-station calls.
 - 12.2.2.1.8 BellSouth shall process emergency calls.
 - 12.2.2.1.9 BellSouth shall process Busy Line Verify and Emergency Line Interrupt requests.
 - 12.2.2.1.10 BellSouth shall process emergency call trace, as they do for their Customers prior to the Effective Date. Call must originate from a 911 provider.
 - 12.2.2.1.11 BellSouth shall process operator-assisted directory assistance calls.
- 12.2.2.2 BellSouth shall adhere to equal access requirements, providing NEXTLINK local customers the same IXC access as provided to BellSouth customers.
- 12.2.2.3 BellSouth shall exercise at least the same level of fraud control in providing Operator Service to NEXTLINK that BellSouth exercises in providing Operator Service to itself.
- 12.2.2.4 BellSouth shall perform Billed Number Screening when handling Collect, Person-to-Person, and Billed-to-Third-Party calls.
- 12.2.2.5 BellSouth shall direct customer account and other similar inquiries to the customer service center designated by NEXTLINK.
- 12.2.2.6 BellSouth shall provide a feed of customer call records in "EMR" format to NEXTLINK in accordance with ODUF standards specified in Attachment 7.

12.2.3 Interface Requirements

With respect to Operator Services for calls that originate on local switching capability provided by or on behalf of NEXTLINK, 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.

12.3 Directory Assistance Service

12.3.1 Definition

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

12.3.2 Requirements

12.3.2.1 Directory Assistance Service shall provide up to two listing requests per call. If available and if requested by NEXTLINK's customer, BellSouth shall provide caller-optional directory assistance call completion service at rates contained in Attachment 12 to one of the provided listings, equal to that which BellSouth provides its customers. If not available, NEXTLINK may request such requirement pursuant to the Bona Fide Request Process of Attachment 10.

12.3.2.2 Directory Assistance Service Updates

12.3.2.2.1 BellSouth shall update customer listings changes daily. These changes include:

12.3.2.2.1.1 New customer connections: BellSouth will provide service to NEXTLINK that is equal to the service it provides to itself and its customers;

12.3.2.2.1.2 Customer disconnections: BellSouth will provide service to NEXTLINK that is equal to the service it provides to itself and its customers; and

12.3.2.2.1.3 Customer address changes: BellSouth will provide service to NEXTLINK that is equal to the service it provides to itself and its customers;

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

12.4 Operator Systems - Branding (Operator Call Processing And Directory Assistance)

12.4.1 The BellSouth operator systems branding feature provides a definable announcement to NEXTLINK end users using directory assistance/operator call processing prior to placing them in queue or connecting them to an available operator or automated operator system. This feature allows NEXTLINK to have its calls custom branded with NEXTLINK's name.

12.4.2 BellSouth offers four service levels of branding when NEXTLINK orders directory assistance and/or operator call processing.

- Service Level 1 - BellSouth Branding
- Service Level 2 - Unbranded
- Service Level 3 - Custom Branding
- Service Level 4 - Self Branding (only applicable for resale and/or unbundled port CLECs who route to an alternate operator service provider)

12.4.3 Resellers And Unbundled Port CLECs

- BellSouth branding is the default service level.
- Unbranding, custom branding, and self branding require NEXTLINK to order selective routing for each originating BellSouth end office identified by NEXTLINK.
- Custom branding and self branding require NEXTLINK to order dedicated trunking from each BellSouth end office identified by NEXTLINK, to either the BellSouth tops or the NEXTLINK operator service provider.
- Unbranding - unbranded directory assistance and /or operator call processing calls ride common trunk groups provisioned by BellSouth from those end offices identified by NEXTLINK to the BellSouth tops. These calls are routed to "no announcement".

12.4.4 Facilities Based CLECs

- Unbranding - Unbranding is the default service level.
- All service levels require NEXTLINK to order dedicated trunking from its end office(s) /point of interface to the BellSouth tops switches.

- 12.4.5 Customized branding includes charges for the recording of the branding announcement and the loading of the audio units in each tops switch for which NEXTLINK requires service. The recording and loading charges are non-recurring unless NEXTLINK elects to change the recorded name or requires access to additional tops switches. Customized branding is limited to the NEXTLINK name.

13. Signaling

BellSouth shall offer access to unbundled signalling and to BellSouth's signalling databases, subject to compatibility testing, at the rates set forth in Attachment 12. BellSouth may provide mediated access to BellSouth signalling systems and databases. Available signalling elements include signalling links, signal transfer points and service control points. Signalling functionality shall be available over all generally accepted industry standard links, including A-link, B-link, and D-link connectivity.

13.1 Definition of Signalling Link Transport

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

13.2 Technical Requirements

- 13.2.1 Signaling Link Transport shall consist of full duplex mode 56 kbps transmission paths.
- 13.2.2 Of the various options available, Signaling Link Transport shall perform in the following ways:
- 13.2.2.1 As an "A-link" which is a connection between a switch or SCP and a home Signaling Transfer Point Switch (STPs) pair; and
- 13.2.2.2 As a "B-link" which is a connection between two STPs pairs in different company networks (e.g., between two STPs pairs for two Competitive Local Exchange Carriers).
- 13.2.2.3 As a "D-link" which is a connection between two STPs pairs in different company networks.
- 13.2.3 Signaling Link Transport shall consist of two or more signaling link layers as follows:
- 13.2.3.1 An A-link layer shall consist of two links.
- 13.2.3.2 A B-link layer or D-link layer shall consist of four links.

- 13.2.4 A signaling link layer shall satisfy a performance objective such that:
 - 13.2.4.1 There shall be no more than two minutes down time per year for an A-link layer; and
 - 13.2.4.2 There shall be negligible (less than 2 seconds) down time per year for a B-link layer.
- 13.2.5 A signaling link layer shall satisfy interoffice and intraoffice diversity of facilities and equipment, such that:
 - 13.2.5.1 No single failure of facilities or equipment causes the failure of both links in an A-link layer (i.e., the links should be provided on a minimum of two separate physical paths end-to-end); and
 - 13.2.5.2 No two concurrent failures of facilities or equipment shall cause the failure of all four links in a B-link or D-link layer (i.e., the links should be provided on a minimum of three separate physical paths end-to-end).
- 13.3 Interface Requirements
 - 13.3.1 There shall be a DS1 (1.544 Mbps) interface at the NEXTLINK-designated SPOIs. Each 56 kbps transmission path shall appear as a DS0 channel within the DS1 interface.
- 14. Signaling Transfer Points (STPs)
 - 14.1 Definition - Signalling Transfer Points is a signalling network function that includes all of the capabilities provided by the signalling transfer point switches (STPs) and their associated signalling links which enable the exchange of SS7 messages among and between switching elements, database elements and signalling transfer point switches.
 - 14.2 Technical Requirements
 - 14.2.1 STPs shall provide access to Network Elements connected to BellSouth SS7 network. These include:
 - 14.2.1.1 BellSouth Local Switching or Tandem Switching;
 - 14.2.1.2 BellSouth Service Control Points/DataBases;
 - 14.2.1.3 Third-party local or tandem switching; and
 - 14.2.1.4 Third-party-provided STPs.

- 14.2.2 The connectivity provided by STPs shall fully support the functions of all other Network Elements connected to BellSouth SS7 network. This explicitly includes the use of BellSouth SS7 network to convey messages which neither originate nor terminate at a signaling end point directly connected to BellSouth SS7 network (*i.e.*, transient messages). When BellSouth SS7 network is used to convey transient messages, there shall be no alteration of the Integrated Services Digital Network User Part (ISDNUP) or Transaction Capabilities Application Part (TCAP) user data that constitutes the content of the message.
- 14.2.3 If a BellSouth tandem switch routes calling traffic, based on dialed or translated digits, on SS7 trunks between an NEXTLINK 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 NEXTLINK 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.
- 14.2.4 STPs shall provide all functions of the MTP as defined in Bellcore ANSI Interconnection Requirements. This includes:
- 14.2.4.1 Signaling Data Link functions, as defined in Bellcore ANSI Interconnection Requirements,
- 14.2.4.2 Signaling Link functions, as defined in Bellcore ANSI Interconnection Requirements, and
- 14.2.4.3 Signaling Network Management functions, as defined in Bellcore ANSI Interconnection Requirements.
- 14.2.5 STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as defined in 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 NEXTLINK 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 NEXTLINK database, then NEXTLINK agrees to provide BellSouth with the Destination Point Code for the NEXTLINK database.

- 14.2.6 STPs shall provide on a non-discriminatory basis all functions of the OMAP commonly provided by STPs, as specified in the reference in Section 10.4.5 of this Attachment. All OMAP functions will be on a "where available" basis and can include:
 - 14.2.6.1 MTP Routing Verification Test (MRVT) and
 - 14.2.6.2 SCCP Routing Verification Test (SRVT).
- 14.2.7 In cases where the destination signaling point is a BellSouth local or tandem switching system or database, or is an NEXTLINK 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 NEXTLINK and BellSouth.
- 14.2.8 STPs shall be on parity with BellSouth.
- 14.2.9 SS7 Advanced Intelligent Network (AIN) Access
 - 14.2.9.1 SS7 AIN Access is the provisioning of AIN triggers in an equipped BellSouth switch and interconnection of the BellSouth SS7 network with the NEXTLINK SS7 network to exchange TCAP queries and responses with a NEXTLINK SCP. Where NEXTLINK provides its own switching, it shall also have access to BellSouth's officewide triggers in BellSouth's switch.
 - 14.2.9.2 SS7 AIN Access shall provide the NEXTLINK SCPs access to BellSouth local switch via interconnection of BellSouth SS7 and NEXTLINK SS7 Networks. BellSouth shall offer SS7 access through its STPs. If BellSouth requires a mediation device on any part of its network, BellSouth must route its messages in the same manner. The interconnection arrangement shall result in the BellSouth local switch recognizing the NEXTLINK SCP at least at parity with BellSouth's SCPs in terms of interfaces, performance and capabilities.
 - 14.2.9.3 Physical interconnection between the BellSouth SS7 networks shall be through facilities and protocols as specified in the SS7 Network Interconnection section of this Agreement.

- 14.2.9.4 Reliability of interconnection shall be consistent with requirements for diversity and survivability as specified in the SS7 Network Interconnection section of this Agreement.
- 14.2.9.5 When provided through the same mediation application, delay associated with BellSouth local switch queries to the NEXTLINK STP shall be equal to or shorter than the delay associated with queries to BellSouth STP.
- 14.2.9.6 BellSouth's STPs shall maintain global title translations necessary to direct AIN queries for select global title address and translation type values to the NEXTLINK SS7 network.
- 14.2.9.7 BellSouth STPs shall route mutually agreeable AIN responses from the NEXTLINK SCP via SS7 network interconnect to the local switch designated in the Signaling Connection Control Part (SCCP) called party address.
- 14.2.9.8 Network management controls resulting from an overload in elements not supporting NEXTLINK customers shall not affect queries to NEXTLINK SCPs.
- 14.2.9.9 Requirements for billing and recording information to track AIN query-response usage shall be consistent with Connectivity Billing and Recording requirements as specified in Attachment 6 (e.g., recorded message format and content, timeliness of feed, data format and transmission medium).
- 14.2.9.10 BellSouth shall provide to NEXTLINK all necessary testing resources and staff to perform SS7 certification testing prior to interconnection.
- 14.2.9.11 When NEXTLINK selects SS7 AIN Access, BellSouth shall provide access to provisioning processes to support interconnection of NEXTLINK's STPs.
- 14.2.9.12 When NEXTLINK selects SS7 AIN Access, BellSouth shall provide interconnection of its SS7 network with BellSouth SS7 network for exchange of AIN TCAP messages as described in Section 14.2.9.13.2 below.
- 14.2.9.13 STPs shall offer SS7 AIN Access in accordance with the requirements of the following technical references, as implemented in BellSouth's STPs:
 - 14.2.9.13.1 GR-2863-CORE, CCS Network Interface Specification Supporting Advanced Intelligent Network (AIN); and

- 14.2.9.13.2 GR-2902-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll-Free Service Using Advanced Intelligent Network (AIN).
- 14.3 Interface Requirements
 - 14.3.1 BellSouth shall provide the following STPs options to connect NEXTLINK or NEXTLINK-designated local switching systems or STPs to BellSouth SS7 network:
 - 14.3.1.1 An A-link interface from NEXTLINK local switching systems; and
 - 14.3.1.2 B-link and D-link interfaces from NEXTLINK local STPs.
 - 14.3.2 Each type of interface shall be provided by one or more sets (layers) of signaling links.
 - 14.3.3 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 STPs is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface. BellSouth shall offer higher rate DS1 signaling for interconnecting NEXTLINK local switching systems or STPs with BellSouth STPs as soon as these become approved ANSI standards and available capabilities of BellSouth STPs. BellSouth and NEXTLINK will work jointly to establish mutually acceptable SPOIs.
 - 14.3.4 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 STPs. BellSouth and NEXTLINK will work jointly to establish mutually acceptable SPOIs.
 - 14.3.5 BellSouth shall provide MTP and Signaling Connection Control Part (SCCP) protocol interfaces that shall conform to all sections relevant to the MTP or SCCP in the following specifications:
 - 14.3.5.1 Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP);
 - 14.3.5.2 Bellcore GR-1432-CORE, CCS Network Interface Specification (CCSNIS), SCCP, and Transaction Capabilities Application Part (TCAP).
 - 14.3.6 Message Screening

- 14.3.6.1 BellSouth shall set message screening parameters so as to accept valid messages from NEXTLINK local or tandem switching systems destined to any signaling point within BellSouth's SS7 network where NEXTLINK has indicated the point codes to which NEXTLINK will be signaling.
- 14.3.6.2 BellSouth shall set message screening parameters so as to pass valid messages from NEXTLINK local or tandem switching systems destined to any signaling point or network accessed through BellSouth's SS7 network where the NEXTLINK switching system has a legitimate signaling relation.
- 14.3.6.3 BellSouth shall set message screening parameters so as to accept and pass/send valid messages destined to and from NEXTLINK from any signaling point or network interconnected through BellSouth's SS7 network where the NEXTLINK SCP has a legitimate signaling relation.
- 14.4 STPs shall be equal to or better than all of the requirements for STPs set forth in the following technical references:
 - 14.4.1 ANSI T1.111-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP);
 - 14.4.2 ANSI T1.111A-1994 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP) Supplement;
 - 14.4.3 ANSI T1.112-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Signaling Connection Control Part (SCCP);
 - 14.4.4 ANSI T1.115-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Monitoring and Measurements for Networks;
 - 14.4.5 ANSI T1.116-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Operations, Maintenance and Administration Part (OMAP);
 - 14.4.6 ANSI T1.118-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Intermediate Signaling Network Identification (ISNI);
 - 14.4.7 Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP); and

- 14.4.8 Bellcore GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).

15. Service Control Points/DataBases

15.1 Definition

- 15.1.1 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.

- 15.1.2 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.

15.2 Technical Requirements for SCPs/Databases

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 NEXTLINK in accordance with the following requirements.

- 15.2.1 BellSouth shall provide physical access to SCPs through the SS7 network and protocols with TCAP as the application layer protocol.
- 15.2.2 BellSouth shall provide physical interconnection to databases via industry standard interfaces and protocols (e.g., SS7, ISDN and X.25).
- 15.2.3 The reliability of interconnection options shall be consistent with requirements for diversity and survivability.
- 15.2.4 Database Availability

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.

- 15.2.5 The operational interface provided by BellSouth shall complete Database transactions (i.e., add, modify, delete) for NEXTLINK customer records stored in BellSouth databases within 3 days, or sooner where BellSouth provisions its own customer records within a shorter interval.

15.3 Local Number Portability Database

15.3.1 Definition

The Permanent Number Portability (PNP) database supplies routing numbers for calls involving numbers that have been ported from one local service provider to another. PNP is currently being worked in industry forums. The results of these forums will dictate the industry direction of PNP. BellSouth shall 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. The transition from interim number portability to PNP shall be implemented as set forth in Attachment 5 to the Agreement.

15.4 Line Information Database (LIDB)

BellSouth shall store in its LIDB only records relating to service in the BellSouth region.

15.4.1 Definition

The Line Information Database (LIDB) is a transaction-oriented database accessible through Common Channel Signaling (CCS) networks. It contains records associated with customer Line Numbers and Special Billing Numbers. 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 CCS network and other CCS networks. LIDB also interfaces to administrative systems.

15.4.2 Technical Requirements

BellSouth shall offer to NEXTLINK any additional capabilities that are developed for LIDB during the life of this Agreement.

- 15.4.2.1 Prior to the availability of a long-term solution for Local Number Portability, BellSouth shall enable NEXTLINK to store in BellSouth's LIDB any customer Line Number or Special Billing Number record, whether ported or not, for which the non-NEXTLINK dedicated NPA-NXX or RAO-0/1XX Group is supported by that LIDB, except for numbers ported from a third party local services provider.
- 15.4.2.2 Prior to the availability of a long-term solution for Local Number Portability, BellSouth shall enable NEXTLINK to store in BellSouth's LIDB any customer Line Number or Special Billing Number record, whether ported or not, and NEXTLINK dedicated NPA-NXX or RAO-0/1XX Group Records, except for numbers ported from a third party local services provider.
- 15.4.2.3 Subsequent to the availability of a long-term solution for Local Number Portability, BellSouth shall enable NEXTLINK to store in BellSouth's LIDB any customer Line Number or Special Billing Number record, whether ported or not, regardless of the number's dedicated NPA-NXX or RAO [NXX]-0/1XX, except for numbers ported from a third party local services provider.
- 15.4.2.4 BellSouth shall perform the following LIDB functions (i.e., processing of the following query types as defined in the technical reference in Section 13.8.5 of this Attachment) for NEXTLINK's customer records in LIDB:
 - 15.4.2.4.1 Billed Number Screening (provides information such as whether the Billed Number may accept Collect or Third Number Billing calls); and
 - 15.4.2.4.2 Calling Card Validation: If NEXTLINK chooses to offer Tel Line Number TLN and/or Special Billing Number (SBN credit cards, calling card validation will be supported for NEXTLINK customer data in the LIDB.
- 15.4.2.5 BellSouth shall process NEXTLINK's Customer records in LIDB at least at parity with BellSouth customer records, with respect to other LIDB functions. BellSouth shall indicate to NEXTLINK what additional functions (if any) are performed by LIDB in the BellSouth network.
- 15.4.2.6 Within two (2) weeks after a request by NEXTLINK, BellSouth shall provide NEXTLINK with a list of the customer data items which NEXTLINK 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.

- 15.4.2.7 BellSouth shall provide LIDB systems for which operating deficiencies that would result in calls being blocked, shall not exceed 30 minutes per year.
- 15.4.2.8 BellSouth shall provide LIDB systems for which operating deficiencies that would not result in calls being blocked shall not exceed 12 hours per year.
- 15.4.2.9 BellSouth shall provide LIDB systems for which the LIDB function shall be in overload no more than 12 hours per year.
- 15.4.2.10 BellSouth shall provide NEXTLINK with the capability to provision (e.g., to add, update, and delete) NPA-NXX and RAO-0/1XX Group Records, and Line Number and Special Billing Number Records, associated with NEXTLINK customers, directly into the BellSouth's LIDB provisioning process. The capability to provision (e.g., to add, update, and delete) NPA-NXX and RAO-01/1XX Group records, and Line Number and Special Billing Number Records, associated with NEXTLINK customers will be provided by BellSouth's DBAC. Direct access into BellSouth's LIDB process is not currently available. Once Direct access becomes available with the appropriate security measures, BellSouth will offer such access to NEXTLINK. In the interim, BellSouth will provide access by electronic mail, facsimile or password-protected phone call (applicable to Group level NPA-NXX and RAO-01/1XX, updated within the same day if notification to BellSouth is received by 1:00 PM central time).
- 15.4.2.11 BellSouth shall maintain customer data (for line numbers, card numbers, and for any other types of data maintained in LIDB) so that such customers shall not experience any interruption of service due to the lack of such maintenance of customer data. In the event that end user customers change their local services provider, BellSouth will use its best efforts to minimize service interruption in those situations where BellSouth has control over additions and deletions to the database as the LIDB provider.
- 15.4.2.12 All additions, updates and deletions of NEXTLINK data to the LIDB shall be solely at the direction of NEXTLINK. Such direction from NEXTLINK will not be required where the addition, update or deletion is necessary to perform standard fraud control measures (e.g., calling card auto-deactivation).
- 15.4.2.13 BellSouth shall provide priority updates to LIDB for NEXTLINK data upon NEXTLINK's request (e.g., to support fraud detection), via password-protected telephone call, facsimile, or electronic mail within one hour of notice from the established BellSouth contact.

- 15.4.2.14 BellSouth shall provide NEXTLINK with the capability to directly obtain, through an electronic interface, reports of all NEXTLINK data in LIDB. Such capability will be through the data migration format (FCIF Interface) that can be used to electronically obtain reports of NEXTLINK data in LIDB. BellSouth shall provide NEXTLINK with reports of all NEXTLINK data in LIDB via facsimile, U.S. mail or password-protected telephone calls. Direct access for an electronic interface for LIDB reports is currently not available. Once direct access becomes available, BellSouth will offer such access to NEXTLINK.
- 15.4.2.15 BellSouth shall provide access to its LIDB systems to NEXTLINK at least at parity to the access it provides itself, its affiliates and/or other telecommunications carriers and such that no more than 0.01% of NEXTLINK customer records will be missing from LIDB, as measured by NEXTLINK audits. BellSouth will audit NEXTLINK records in LIDB against DBAS to identify record mismatches and provide this data to a designated NEXTLINK contact person to resolve the status of the records and BellSouth will update system appropriately. BellSouth will refer record of mis-matches to NEXTLINK within one business day of audit. Once reconciled records are received back from NEXTLINK, BellSouth will update LIDB the same business day if less than 500 records are received before 1:00 PM Central Time. If more than 500 records are received, BellSouth will contact NEXTLINK to negotiate a time frame for the updates, not to exceed three business days.
- 15.4.2.16 BellSouth shall perform backup and recovery of all of NEXTLINK's data in LIDB including sending to LIDB all changes made since the date of the most recent backup copy, in at least the same time frame BellSouth performs backup and recovery of BellSouth data in LIDB for itself. Currently, BellSouth performs backups of the LIDB for itself on a weekly basis and when a new software release is scheduled, a backup is performed prior to loading the new release.
- 15.4.2.17 BellSouth shall provide to NEXTLINK access to LIDB measurements and reports at least at parity with the capability that BellSouth has for its own customer records and that BellSouth provides to any other party. Electronic access shall be offered to NEXTLINK when it becomes available. Currently, BellSouth provides the following information from the Billing Measurements System summarized by Data Owner/Query Originator:

Calling Card Queries

Billed Number Screening Queries

Calling Card Successful

Calling Card Denied

Calling Card CCAN Service Denied

Calling Card Pin Match Field

Calling Card Record Not Found

Billed Number Screening Successful

Billed Number Screening Not Found

Group Not Found

BNS/C Processing Indicator Not Enabled

Group Status/Nonparticipating

As additional LIDB measurements and reports become available, such measurements and reports also will be provided to NEXTLINK.

- 15.4.2.18 BellSouth shall provide NEXTLINK with LIDB reports, once available, of data which are missing or contain errors, as well as any misroute errors, with a reasonable time period, as negotiated between NEXTLINK and BellSouth.
- 15.4.2.19 BellSouth shall prevent any access to or use of NEXTLINK 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 NEXTLINK in writing.
- 15.4.2.20 BellSouth shall provide NEXTLINK 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 NEXTLINK at least at parity with BellSouth Customer Data. BellSouth shall obtain from NEXTLINK the screening information associated with LIDB Data Screening of NEXTLINK 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 NEXTLINK under the Bona Fide Request process of Attachment 9.
- 15.4.2.21 BellSouth shall accept queries to LIDB associated with NEXTLINK customer records, and shall return responses in accordance with industry standards.

- 15.4.2.22 BellSouth shall provide mean processing time at the LIDB within 0.50 seconds under normal conditions as defined in industry standards.
- 15.4.2.23 BellSouth shall provide processing time at the LIDB within 1 second for 99% of all messages under normal conditions as defined in industry standards.
- 15.4.2.24 BellSouth shall provide 99.9% of all LIDB queries in a round trip within 2 seconds, as defined in industry standards.

15.4.3 Interface Requirements

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

- 15.4.3.1 The interface to LIDB shall be in accordance with the technical references contained within.
- 15.4.3.2 The CCS interface to LIDB shall be the standard interface described herein.
- 15.4.3.3 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.

15.5 Toll Free Number Database

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

15.5.1 Technical Requirements

- 15.5.1.1 BellSouth shall make BellSouth Toll Free Number Database available for NEXTLINK to query with a toll-free number and originating information.
- 15.5.1.2 The Toll Free Number Database shall return carrier identification and, where applicable, the queried toll free number, translated numbers and instructions as it would in response to a query from a BellSouth switch.
- 15.5.1.3 The SCP shall also provide, at NEXTLINK's option, such additional feature as described in SR-TSV-002275 (BOC Notes on BellSouth Networks, SR-TSV-002275, Issue 2, (Bellcore, April 1994)) as are available to BellSouth. These may include but are not limited to:

- 15.5.1.3.1 Network Management;
- 15.5.1.3.2 Customer Sample Collection; and
- 15.5.1.3.3 Service Maintenance.

15.6 Automatic Location Identification/Data Management System (ALI/DMS)

The ALI/DMS Database contains customer information (including name, address, telephone information, and sometimes special information from the local service provider or customer) 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:

15.6.1 Technical Requirements

- 15.6.1.1 BellSouth shall offer NEXTLINK a data link to the ALI/DMS database or permit NEXTLINK to provide its own data link to the ALI/DMS database. BellSouth shall provide error reports from the ALI/DMS database to NEXTLINK immediately after NEXTLINK inputs information into the ALI/DMS database. Alternately, NEXTLINK may utilize BellSouth to enter customer information into the database on a demand basis and validate customer information on a demand basis.
- 15.6.1.2 The ALI/DMS database shall contain the following customer information:
 - 15.6.1.2.1 Name;
 - 15.6.1.2.2 Address;
 - 15.6.1.2.3 Telephone number; and
 - 15.6.1.2.4 Other information as appropriate (e.g., whether a customer is blind or deaf or has another disability).
- 15.6.1.3 When the BellSouth is responsible for administering the ALI/DMS database in its entirety, ported number NXXs entries for the ported numbers should be maintained unless NEXTLINK requests otherwise and shall be updated if NEXTLINK requests, provided NEXTLINK supplies BellSouth with the updates.
- 15.6.1.4 When Remote Call Forwarding (RCF) is used to provide number portability to the local customer 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.

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

15.6.2 Interface Requirements

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

15.7 Directory Assistance Database

At this time NEXTLINK has not determined if it will order the DADAS Service or the DADS Service. If NEXTLINK decides to use BellSouth's DADAS Service offering, BellSouth shall make its directory assistance database available to NEXTLINK in order to allow NEXTLINK to provide its customers with the same directory assistance telecommunications services BellSouth provides to BellSouth customers. If, on the other hand, NEXTLINK decides to use BellSouth's DADS Service, BellSouth shall provide NEXTLINK with daily updates of customer address and number changes, initially via magnetic tape, and subsequently via a Network Data Mover to be developed mutually by NEXTLINK and BellSouth. BellSouth's use of Directory Assistance information provided by NEXTLINK shall be limited to BellSouth's provision of Directory Assistance Services through BellSouth's DADS or DADAS and Directory Publishing databases.

15.8 Calling Name Database

The Parties shall make available their calling name database at the rates, terms and conditions contained in their respective calling name database Agreements.

15.9 SCPs/Databases

SCPs/Databases shall be equal to or better than all of the requirements for SCPs/Databases set forth in the following technical references:

- 15.9.1 GR-246-CORE, Bell Communications Research Specification of Signaling System Number 7, ISSUE 1 (Bellcore, December 199);

- 15.9.2 GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP). (Bellcore, March 1994);
- 15.9.3 GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service 6, Issue 1, Rev. 1 (Bellcore, October 1995);
- 15.9.4 GR-1149-CORE, OSSGR Section 10: System Interfaces, Issue 1 (Bellcore, October 1995) (Replaces TR-NWT-001149);
- 15.9.5 BellCore GR-1158-CORE, OSSGR Section 22.3: Line Information Database 6, Issue (Bellcore, October 1995);
- 15.9.6 BellCore GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service (Bellcore, May 1995); and
- 15.9.7 BOC Notes on BellSouth Networks, SR-TSV-002275, ISSUE 2, (Bellcore, April 1994).
- 15.10 Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access
 - 15.10.1 BellSouth's Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access shall provide NEXTLINK the capability that will allow NEXTLINK 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.
 - 15.10.2 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 NEXTLINK. Scheduling procedures shall provide NEXTLINK equivalent priority to these resources
 - 15.10.3 BellSouth SCP shall partition and protect NEXTLINK service logic and data from unauthorized access, execution or other types of compromise.
 - 15.10.4 When NEXTLINK selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable NEXTLINK 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.

- 15.10.5 When NEXTLINK selects SCE/SMS AIN Access, BellSouth shall provide for a secure, controlled access environment in association with its internal use of AIN components. NEXTLINK access will be provided via remote data connection (e.g., dial-in, ISDN).
- 15.10.6 When NEXTLINK selects SCE/SMS AIN Access, BellSouth shall allow NEXTLINK to download data forms and/or tables to BellSouth SCP via BellSouth SMS without intervention from BellSouth (e.g., service customization and customer subscription).

16. Dark Fiber

BellSouth shall offer access to Dark Fiber where the state commissions have required such access, pursuant to the following terms and conditions and at the rates set forth in Attachment 12. When NEXTLINK purchases Dark Fiber for provisioning local service, that Dark Fiber may also be used in NEXTLINK's provision of other telecommunications services.

- 16.1.1 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 to such strands to operationalize its transmission capabilities shall be available. No regeneration or optical amplification shall be included with this Network Element.

16.2 Requirements

- 16.2.1 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.
- 16.2.2 NEXTLINK may test the quality of the Dark Fiber to confirm its usability and performance specifications.
- 16.2.3 Upon receipt of a request from NEXTLINK ("Request"), BellSouth shall use its best efforts to provide NEXTLINK 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. Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber ("Confirmation"). From the time of the Request to 90 days after Confirmation, BellSouth shall hold such requested Dark Fiber for NEXTLINK's use and shall not use such Dark Fiber, nor allow any other party to use such Dark Fiber.

- 16.2.4 BellSouth shall use its best efforts to make Dark Fiber available to NEXTLINK within thirty (30) business days after it receives a written request from NEXTLINK to use the Dark Fiber previously deemed available by BellSouth. Within this time period, BellSouth shall also identify appropriate connection points (e.g., Light Guide Interconnection (LGX) or splice points) to enable NEXTLINK to connect or splice NEXTLINK provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber.

17. SS7 Network Interconnection

17.1.1 Definition

SS7 Network Interconnection is the interconnection of NEXTLINK local Signaling Transfer Point Switches (STPs) and NEXTLINK 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), NEXTLINK local or tandem switching systems and other third-party switching systems directly connected to the BellSouth SS7 network.

17.1.2 Technical Requirements

- 17.1.2.1 SS7 Network Interconnection shall provide connectivity to all components of the BellSouth SS7 network. These include:
- 17.1.2.1.1 BellSouth local or tandem switching systems;
 - 17.1.2.1.2 BellSouth DBs; and
 - 17.1.2.1.3 Other third-party local or tandem switching systems.
- 17.1.2.2 The connectivity provided by SS7 Network Interconnection shall fully support the functions of BellSouth switching systems and DBs and NEXTLINK or other third-party switching systems with A-link access to the BellSouth SS7 network.

If traffic is routed based on dialed or translated digits between an NEXTLINK 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 NEXTLINK local STPs and BellSouth or other third-party local switch.

- 17.1.2.3 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).
- 17.1.2.4 SS7 Network Interconnection shall provide all functions of the MTP as specified in ANSI T1.111. This includes:
 - 17.1.2.4.1 Signaling Data Link functions, as specified in ANSI T1.111.2;
 - 17.1.2.4.2 Signaling Link functions, as specified in ANSI T1.111.3; and
 - 17.1.2.4.3 Signaling Network Management functions, as specified in ANSI T1.111.4.
- 17.1.2.5 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 NEXTLINK local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a gateway pair of NEXTLINK local STPs, and shall not include SCCP Subsystem Management of the destination.
- 17.1.2.6 SS7 Network Interconnection shall provide all functions of the Integrated Services Digital Network User Part (ISDNUP), as specified in ANSI T1.113.
- 17.1.2.7 SS7 Network Interconnection shall provide all functions of the TCAP, as specified in ANSI T1.114.
- 17.1.2.8 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.
- 17.1.2.9 SS7 Network Interconnection shall be equal to or better than the following performance requirements:

- 17.1.2.9.1 MTP Performance, as specified in ANSI T1.111.6;
- 17.1.2.9.2 SCCP Performance, as specified in ANSI T1.112.5; and
- 17.1.2.9.3 ISDNUP Performance, as specified in ANSI T1.113.5.
- 17.1.3 Interface Requirements
 - 17.1.3.1 BellSouth shall offer the following SS7 Network Interconnection options to connect NEXTLINK or NEXTLINK-designated local or tandem switching systems or STPs to the BellSouth SS7 network:
 - 17.1.3.1.1 A-link interface from NEXTLINK local or tandem switching systems;
 - 17.1.3.1.2 B-link interface from NEXTLINK STPs; and
 - 17.1.3.1.3 D-link interface from NEXTLINK STPs.
 - 17.1.3.2 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 STPs is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface. BellSouth shall offer higher rate DS1 signaling links for interconnecting NEXTLINK local switching systems or STPs with BellSouth STPs as soon as these become approved ANSI standards and available capabilities of BellSouth STPs. BellSouth and NEXTLINK will work jointly to establish mutually acceptable SPOI.
 - 17.1.3.3 BellSouth CO shall provide intraoffice diversity between the SPOIs and the 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 STPs. BellSouth and NEXTLINK will work jointly to establish mutually acceptable SPOI.
 - 17.1.3.4 The protocol interface requirements for SS7 Network Interconnection include the MTP, ISDNUP, SCCP, and TCAP. These protocol interfaces shall conform to the following specifications:
 - 17.1.3.4.1 Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP);
 - 17.1.3.4.2 Bellcore GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service;

- 17.1.3.4.3 Bellcore GR-1429-CORE, CCS Network Interface Specification (CCSNIS) Supporting Call Management Services; and
- 17.1.3.4.4 Bellcore GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).
- 17.1.3.5 BellSouth shall set message screening parameters to block accept messages from NEXTLINK local or tandem switching systems destined to any signaling point in the BellSouth SS7 network with which the NEXTLINK switching system has a legitimate signaling relation.
- 17.1.4 SS7 Network Interconnection shall be equal to or better than all of the requirements for SS7 Network Interconnection set forth in the following technical references:
 - 17.1.4.1 ANSI T1.110-1992 American National Standard Telecommunications - Signaling System Number 7 (SS7) - General Information;
 - 17.1.4.2 ANSI T1.111-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP);
 - 17.1.4.3 ANSI T1.111A-1994 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP) Supplement;
 - 17.1.4.4 ANSI T1.112-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Signaling Connection Control Part (SCCP);
 - 17.1.4.5 ANSI T1.113-1995 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Integrated Services Digital Network (ISDN) User Part;
 - 17.1.4.6 ANSI T1.114-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Transaction Capabilities Application Part (TCAP);
 - 17.1.4.7 ANSI T1.115-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Monitoring and Measurements for Networks;
 - 17.1.4.8 ANSI T1.116-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Operations, Maintenance and Administration Part (OMAP);

- 17.1.4.9 ANSI T1.118-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Intermediate Signaling Network Identification (ISNI);
- 17.1.4.10 Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP);
- 17.1.4.11 Bellcore GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service;
- 17.1.4.12 Bellcore GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service;
- 17.1.4.13 Bellcore GR-1429-CORE, CCS Network Interface Specification (CCSNIS) Supporting Call Management Services; and,
- 17.1.4.14 Bellcore GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).
- 17.2 Backup SS7 Network Interconnection
 - 17.2.1 In addition to the SS7 connectivity described above, BellSouth shall, as set forth below, work co-operatively with NEXTLINK to test and implement the primary and alternate SS7 message routing between BellSouth and NEXTLINK's SS7 provider describer in Exhibit A hereto. The direct costs of such testing shall be shared equally by BellSouth and NEXTLINK and the costs of implementation shall be borne by NEXTLINK. No later than February 1, 1999, each Party shall organize an SS7 test team to coordinate the testing and implementation of the primary and alternate SS7 proposal. No later than February 1, 1999, NEXTLINK shall further develop and document the SS7 functional requirements for primary and alternate routing. Once NEXTLINK has further developed such requirements, but no later than February 1, 1999, the Parties' respective test teams (collectively, the "Test Team") shall hold a conference call to discuss the SS7 functional requirements developed and documented by NEXTLINK. No later than February 15, 1999, the Test Team shall review and finalize the functional requirements. No later than May 14, 1999, the Test Team shall develop, document, and finalize primary and alternate translation requirements, OSS requirements and testing requirements for the SS7 redundancy proposal. No later than June 1, 1999, the Test Team shall identify and reserve a test lab and verification office switch site. No later than June 15, 1999, the Test Team shall have developed an SS7 Primary and Alternate Test Plan. No later than July 30, 1999, the Test

Team shall have completed performance of the Test Plan and have documented the test results.

17.2.1 The Parties shall thereafter begin implementation of the primary and alternate routing proposal which is expected to be completed no later than September 30, 2000, unless either party reasonably determines that: (1) the testing was unsuccessful; (2) it is not technically feasible to implement the proposal in a commercial environment; or (3) the proposal cannot be implemented for reasons beyond the control of the Parties. The other Party may then challenge the reasonableness of that determination pursuant to the dispute resolution provisions of the Agreement.

17.2.2 It is understood and agreed that the dates contained herein may be modified by mutual agreement of the Parties. If the proposed backup SS7 system described in Exhibit A hereto cannot be implemented for whatever reason, the Parties agree to pursue an alternative solution.

18. Basic 911 and E911

If NEXTLINK orders unbundled Network Elements, then NEXTLINK 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 and at the rates set forth in Attachment 12.

18.1 Definition

Basic 911 and E911 is an additional requirement that provides a caller access to the applicable emergency service bureau by dialing a 3-digit universal telephone number (911).

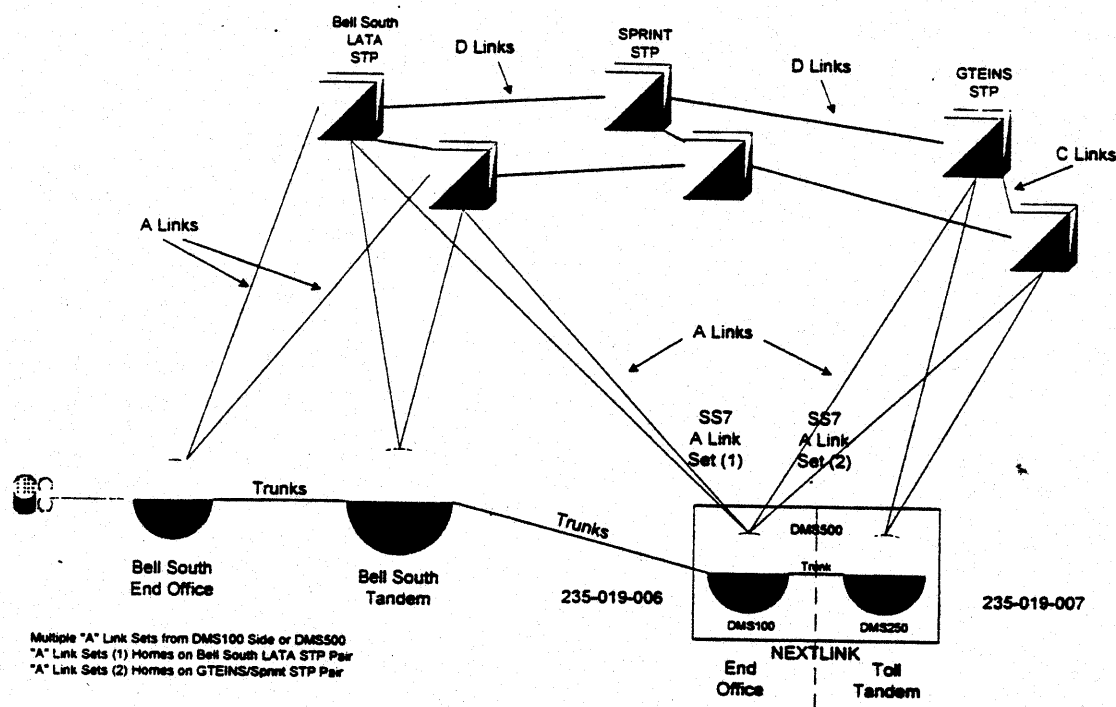
18.2 Requirements

18.2.1 **Basic 911 Service Provisioning.** For Basic 911 service, BellSouth shall provide to NEXTLINK a list consisting of each municipality that subscribes to Basic 911 service. The list shall set forth, 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. NEXTLINK shall 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. NEXTLINK shall route that call to BellSouth at the appropriate tandem or end office. When a municipality converts to E911 service,

NEXTLINK shall discontinue the Basic 911 procedures and being using E911 procedures.

- 18.2.2 E911 Service Provisioning. For E911 service, NEXTLINK shall install a minimum of two dedicated trunks originating from the NEXTLINK 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. NEXTLINK shall provide BellSouth daily updates to the E911 database. NEXTLINK shall 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, NEXTLINK shall 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.
- 18.2.3 Rates. Charges for 911/E911 service are borne by the municipality purchasing the service. BellSouth shall not charge NEXTLINK beyond applicable charges for BellSouth trunking arrangements.
- 18.2.4 Basic 911 and E911 functions provided to NEXTLINK shall be at least at parity with the support and services that BellSouth provides to its customers for such similar functionality.
- 18.2.5 Detailed Practices and Procedures. The detailed practices and procedures contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers as amended from time to time during the term of this Agreement shall determine the appropriate practices and procedures for BellSouth and NEXTLINK to follow in providing 911/E911 services.

SS7 Network Reconfiguration



NEXTLINK SS7 Network Optimization

The above chart shows the current NEXTLINK SS7 network configuration identified as SS7 A Link Set 2 and also shows the requested additional SS7 network connectivity to BellSouth LATA STP identified as SS7 A Link Set 1. Currently NEXTLINK and BellSouth are performing SS7 trunk signaling using the SS7 A Link Set 2. This SS7 signaling arrangement uses additional SS7 network elements that provide a wide array of flexibility for NEXTLINK's telecommunication needs. The addition of the SS7 A Link Set 1 will add another level of efficiency, redundancy and inter-network reliability that both NEXTLINK and BellSouth could guarantee to our end user customers. The additional SS7 A Link Set 1 would optimize local and transit trunk group signaling between NEXTLINK and BellSouth by using a direct SS7 signaling path where direct trunking is in place. The direct SS7 signaling path using SS7 A Link Set 1 will act as the primary signaling path, and would be the first choice for SS7 supported call setup between NEXTLINK and BellSouth. In the event of loss of SS7 A Link Set 1 continuity or signaling link congestion, SS7 A Link Set 2 would be used as the alternate and would automatically be selected by the BellSouth LATA STP and the NEXTLINK SSP

when congestion or link outage is sensed by the network elements. The BellSouth LATA STP and the NEXTLINK SSP have the internal automatic ability to perform primary and alternate routing of SS7 trunk signaling messages through switch database translations. With coordinated planning NEXTLINK and BellSouth can easily add this capability to network interconnection.

Attachment 3

Local Interconnection

Local Interconnection

BellSouth shall provide NEXTLINK interconnection with BellSouth's network for the transmission and routing of telephone exchange service and exchange access on the following terms:

1. Local Traffic Exchange

1.1 **Local Traffic:** Local traffic shall be as defined in Part B of the General Terms and Conditions of this Agreement. All other traffic that originates and terminates between end users within a LATA boundary shall be defined as toll traffic. In no event shall the local traffic area for purposes of local call termination billing between the parties be decreased.

1.2 **Interconnection Points.** Local interconnection shall be available at any technically feasible point within BellSouth's network, including, at minimum, the following points:

1.2.1 Line-side of local switch;

1.2.2 Trunk-side of local switch;

1.2.3 Trunk interconnection points for tandem switch;

1.2.4 Central office cross-connect points;

1.2.5 Out-of-band signal transfer points;

1.2.6 Applicable unbundled Network Element points, and any other technically feasible point, including SLCs and vaults.

1.2.7 Pursuant to Section 6 of the Agreement, requests for interconnection at other points may be made through the Bona Fide Request process set forth in Attachment 10.

1.3 **Percent Local Use.** When traffic other than local traffic is routed on the same facilities as local traffic, each party shall report to the other a Percentage Local Usage ("PLU"). The application of the PLU will determine the amount of local minutes to be billed to the other party. For purposes of developing the PLU, each party shall consider every local call and every long distance call. Effective on the first of January, April, July and October of each year, BellSouth and NEXTLINK shall provide a positive report updating the PLU. Detailed requirements associated with PLU reporting shall be as set forth in BellSouth's Standard Percent Local Use Reporting Platform for Interconnection Purchasers, as it is amended from time to time during this Agreement.

- 1.3.1 Audits. On thirty (30) days written notice, each party shall provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. BellSouth and NEXTLINK shall retain records of call detail for a minimum of nine months from which a PLU can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditor paid for by the party requesting the audit. The PLU 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 by twenty percentage points (20%) or more, that party shall reimburse the auditing party for the cost of the audit.
- 1.4 Percentage Interstate Usage. For combined interstate and intrastate NEXTLINK traffic terminated by BellSouth over the same facilities, NEXTLINK shall provide a projected Percentage Interstate Usage ("PIU") to BellSouth. All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in BellSouth's Intrastate Access Services Tariff shall apply to NEXTLINK. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU factor shall be used for application and billing of local interconnection and intrastate toll access charges.
- 1.5 Unidentified Local Traffic. Whenever BellSouth delivers traffic to NEXTLINK for termination on the NEXTLINK's network, if BellSouth cannot determine whether the traffic is local or toll, BellSouth shall apply the percentages associated with identifiable local and toll traffic to the unidentified local traffic. BellSouth shall make appropriate billing adjustments if NEXTLINK can provide sufficient information for BellSouth to determine whether unidentified traffic is local or toll. If BellSouth deploys an NXX code across its local calling areas in such a manner that NEXTLINK cannot determine whether the traffic it delivers to BellSouth is local or toll, this subsection shall apply to BellSouth and to NEXTLINK.
- 1.6 Transit Traffic at the Local Tandem. BellSouth shall provide tandem switching and transport at local tandems where NEXTLINK has established a point of interconnection for the purposes of the termination of local traffic between NEXTLINK and other telecommunications carriers having a point of interconnection with BellSouth at the same local tandem or other local tandems within the same Local Calling Area. Where an agreement is required by a third party telecommunications service provider, NEXTLINK shall be responsible for coordinating with such third

party telecommunications service provider to establish the terms by which traffic shall be exchanged.

- 1.6.1 Upon the execution of this Agreement, BellSouth and NEXTLINK shall immediately commence using their best efforts to expedite implementation of this arrangement.
- 1.6.2 NEXTLINK must install two way trunking for this service and shall direct traffic to be terminated to BellSouth's network or to other carriers over said two way trunks. BellSouth shall route all transit traffic from other carriers to NEXTLINK over said two way trunks. BellSouth shall not charge any other carrier or customer for said two way trunks.
- 1.6.3 The local tandem must be equipped with the recording and billing capacity to measure third party traffic. At NEXTLINK's request, BellSouth shall identify all such local tandems. BellSouth shall notify NEXTLINK promptly when a local tandem becomes equipped with this capacity so that NEXTLINK can request any necessary facilities changes (e.g., local tandem trunk translations, trunk augmentations).
- 1.6.4 BellSouth may develop a rate to recover its costs of notifying NEXTLINK of NXXs that are homed off the local tandem. Any such rate shall be assessed when a new NXX code for a transiting carrier is activated in the local tandem. The rate contemplated, if any, shall be developed pursuant to the appropriate cost recovery methodology adopted by the state regulatory body. If the Parties cannot agree on the appropriate rate to be charged, either Party may utilize the dispute resolution process set forth in the General Terms and Conditions of this Agreement.
- 1.6.5 The tandem interconnection charges as set forth in Attachment 12 shall apply.
- 1.6.6 NEXTLINK may request that BellSouth provide such intermediary tandem switching services at local tandems where the local tandem is not, as of the date of this Agreement, technically capable of providing such services. In such cases, NEXTLINK shall pay BellSouth its pro rata share of the reasonable costs, if any, associated with accelerating the deployment of necessary software.
- 1.7 Mutual Provision of Access Service. When BellSouth and NEXTLINK provide an access service connection between an interexchange carrier ("IXC") and each other, each party shall provide its own access services to the IXC on a multi-bill, multi-tariff meet-point basis. Each party shall bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge shall be billed by the party providing the end office function. BellSouth shall use the Multiple

Exchange Carrier Access Billing system to establish meet point billing for all applicable traffic, including traffic terminating to ported numbers. 30-day billing periods shall be employed for these arrangements. The recording party shall provide to the initial billing company, at no charge, the switched access detailed usage data within a reasonable time after the usage is recorded. The initial billing company shall provide the switched access summary usage data to all subsequent billing companies within 10 days of rendering the initial bill to the IXC.

- 1.8 Rates. Rates for interconnection of local traffic on the BellSouth network, as described in this Section, are set out in Attachment 12. Compensation for interconnection shall be reciprocal, as set out in Section 8 below, and shall reflect the fixed and non-recurring costs incurred.

2. **Exchange of IntraLATA Toll Traffic**

Exchange of intraLATA toll traffic between BellSouth and NEXTLINK networks shall occur as follows:

- 2.1 IntraLATA Toll Traffic. IntraLATA toll traffic is traffic that is not Local Traffic, as defined in Section 1.1 above.

- 2.2 Delivery of intraLATA toll traffic. For terminating its toll traffic on the other company's network, each party shall pay BellSouth's current intrastate terminating switched access rate, inclusive of the Interconnection Charge and the Carrier Common Line rate elements of the switched access rate. See BellSouth's Intrastate Access Services Tariff. Provided, however, that NEXTLINK may apply its own access tariffs upon applicable commission approval.

- 2.3 Rates. For originating and terminating toll traffic, each party shall pay the other BellSouth's intrastate or interstate whichever is appropriate, switched network access service rate elements (or NEXTLINK's access service rate elements where approved by a commission per above) on a per minute of use basis. Applicable rate elements are set out in BellSouth's Access Services Tariffs. The appropriate charges shall be determined by the routing of the call. If NEXTLINK is the BellSouth end user's presubscribed interexchange carrier, or if the BellSouth end user uses NEXTLINK as an interexchange carrier on a 10XXX basis, BellSouth shall charge NEXTLINK the appropriate tariff charges for originating network access services. If BellSouth is serving as NEXTLINK end user's presubscribed interexchange carrier or if NEXTLINK's end user uses BellSouth as an interexchange carrier on a 10XXX basis, NEXTLINK shall charge BellSouth the appropriate BellSouth tariff charges for originating

network access services or NEXTLINK's access service rate elements where approved by a commission per above.

- 2.4 Additional Interconnection. To the extent NEXTLINK provides intraLATA toll service to its customers, it may be necessary for it to interconnect at additional interconnection points, i.e. end offices, local tandems, or access tandems. Such interconnection shall not be on a reciprocal basis.
- 2.5 Compensation for 800 Traffic. Each party shall compensate the other pursuant to the appropriate originating switched access charges, including the database query charge, for the origination of 800 traffic terminated to the other party.
- 2.6 800 Access Screening. Should NEXTLINK require 800 Access Ten Digit Screening Service from BellSouth, it shall have signaling transfer points connecting directly to BellSouth's local or regional signaling transfer point for service control point database query information. NEXTLINK shall utilize SS7 signaling links, ports and usage as set forth in Attachment 2. NEXTLINK will not utilize switched access FGD service. 800 Access Ten Digit Screening Service is an originating service that is provided via 800 Switched Access Service trunk groups from BellSouth's SS7 equipped end office or access tandem providing an IXC identification function and delivery of a call to the IXC based on the dialed ten digit number. The terms and conditions for this service are set out in BellSouth's Intrastate Access Services Tariff as amended.

3. Methods of Interconnection

- 3.1 Upon NEXTLINK's request, BellSouth shall provide interconnection between BellSouth Network Elements provided to NEXTLINK and NEXTLINK's network at transmission rates designated by NEXTLINK, including, but not limited to DS1, DS3 and STS-1.
- 3.2 Traffic shall be combined and routed as follows:
 - 3.2.1 BellSouth shall provide direct trunks for local and intraLATA traffic (except 911, directory assistance, operator services and other services that may require special routing) and, at NEXTLINK's request, BellSouth shall allow NEXTLINK to route such traffic either directly to a BellSouth's tandem or directly to a BellSouth end office.
 - 3.2.2 At NEXTLINK's request, BellSouth shall receive NEXTLINK traffic destined to BellSouth Operator Systems Network Element, on trunks from a NEXTLINK end office or a NEXTLINK tandem.

- 3.2.3 At NEXTLINK's request, BellSouth shall receive NEXTLINK CAMA-ANI (Centralized Automatic Message Accounting – Automatic Number Identification) traffic destined to BellSouth B911 PSAPs, or E911 tandems, on trunks from a NEXTLINK end office.
- 3.2.4 BellSouth shall combine and route traffic to and from other local carriers and interLATA carriers to NEXTLINK through the BellSouth network, and at NEXTLINK's request, BellSouth shall record and keep records of such traffic for NEXTLINK billing purposes.
- 3.3 The parties agree to implement the most efficient trunking arrangement to exchange all traffic. For purposes of this Section, "most efficient" means the fewest number of trunks required to carry a forecasted load at P.01 grade of service.
- 3.3.1 BellSouth and NEXTLINK shall use their best efforts to implement the most efficient interconnection architecture on a going forward basis. The parties agree to meet every six months for the duration of this Agreement, commencing with the Effective Date, to analyze the trunk recording capabilities and define the administration M&Ps by which efficient interconnection shall be properly implemented. When these M&Ps are agreed to by the parties, BellSouth and NEXTLINK shall utilize two-way trunks for origination and termination of local and intraLATA traffic.
- 3.4 All trunking provided by BellSouth shall adhere to the applicable performance requirements set forth in this Agreement.
- 3.5 At NEXTLINK's request, BellSouth shall provide for overflow routing from a given high usage trunk group or groups onto another final tandem trunk group.
- 3.6 BellSouth and NEXTLINK shall agree on the establishment of two-way trunk groups for the exchange of traffic for other IXCs. These trunk groups can be provided in a "meet point" arrangement.
- 3.7 Interconnection shall be made available upon NEXTLINK's request at any technically feasible point of interface. All trunk interconnections shall be provided, including SS7, MF, DTMF, Dial Pulse, PRI-ISDN (where available), DID (Direct Inward Dialing), CAMA-ANI, and trunking necessary to provide interim number portability.
- 3.8 Trunk Interface Requirements.
- 3.8.1 B911/E911Trunks. If a municipality has converted to E911 service, NEXTLINK shall forward 911 calls to the appropriate E911 primary tandem, along with ANI, based upon the current E911 end office to

tandem homing arrangement as provided by BellSouth. If the primary tandem trunks are not available, NEXTLINK shall alternatively route the call to a designated 7-digit local number residing in the appropriate PSAP. This call shall be transported over BellSouth's interoffice network and will not carry the ANI of the calling party, which is at parity to BellSouth's handling of 911 calls from its customers.

3.8.2 Local Switch and Access Tandem Trunks.

3.8.2.1 BellSouth shall provide trunk groups provisioned exclusively to carry interLATA traffic, as designated by NEXTLINK.

3.8.2.2 BellSouth shall provide SS7 trunks which provide SS7 interconnection. At NEXTLINK's request, MF trunks may be substituted for SS7 trunks where applicable.

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

3.8.3 BellSouth Operator Services Trunk.

3.8.3.1 For traffic from BellSouth's network to NEXTLINK for Operator Services, BellSouth shall provide one trunk group per NPA served by the local BellSouth switch.

3.8.3.2 BellSouth shall provide such trunks as one-way trunks from BellSouth network to the NEXTLINK network.

3.9 Trunking Options. Each of the following trunking arrangements shall be available at NEXTLINK's option, unless BellSouth demonstrates, consistent with objectively verifiable engineering standards, that such arrangement is not technically feasible.

3.9.1 Two-Way Trunks. This trunk group shall combine BellSouth's terminating traffic to NEXTLINK and NEXTLINK's terminating traffic to BellSouth onto one trunk group. This arrangement is a substitute for NEXTLINK's one-way trunk group to BellSouth and BellSouth's one-way trunk group to NEXTLINK for terminating traffic. NEXTLINK may order this trunk group to any switch in the BellSouth network, including end office switches.

3.9.2 Super Group. This trunk group shall combine the trunk group(s) terminating BellSouth's traffic to NEXTLINK and NEXTLINK's terminating traffic to BellSouth, together with the two-way trunk group that allows BellSouth to provide an intermediary switching functionality, whereby

ALECs can route calls from the network of other ALECs, IXC's, ITC's, Wireless Carriers, etc., on a single two-way trunk group. NEXTLINK may order this trunk group to any switch in the BellSouth network which has recording capability.

3.9.3 Multiple Tandem Access. This arrangement shall provide for ordering interconnection to a single access tandem or, at a minimum, less than all access tandems, within the LATA for NEXTLINK's terminating traffic, BellSouth's terminating traffic, and transit traffic to and from other ALECs, IXC's, ITC's, Wireless Carriers, etc. This arrangement can be ordered in any of the aforementioned configurations (i.e., one-way trunks, two-way trunks, and/or super group).

3.9.4 This interconnection to the local tandem will be provisioned as two one way trunk groups or as a two way trunk group, at NEXTLINK's option. This interconnection is for NEXTLINK's terminating local traffic to BellSouth end offices within the local calling area served by this local tandem, and likewise BellSouth will terminate local traffic from these end offices to NEXTLINK.

4. Charges for Two-Way Trunk Groups

Nonrecurring and recurring charges for two-way trunk groups shall be pro rated based upon the percentage of traffic carried over a particular trunk group. If that percentage cannot be determined, the costs of providing such trunking shall be shared equally by the Parties, subject to subsequent true-up based on the amount of traffic actually carried over such trunk groups.

5. Network Design and Management for Interconnection

5.1 Network Management and Changes. BellSouth shall work cooperatively with NEXTLINK 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. BellSouth shall 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.

5.2 Interconnection Technical Standards. The interconnection of all networks shall be based upon accepted industry/national guidelines for

transmission standards and traffic blocking criteria. The Parties shall meet to establish how such standards shall apply. 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, SS7 connectivity is required at each interconnection point. BellSouth shall provide out-of-band signaling and in-band signaling using Common Channel Signaling Access Capability where technically feasible, in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. The facilities of each party shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling number ID when technically feasible.

- 5.3 Quality of Interconnection. Interconnection for the transmission and routing of telephone exchange service and exchange access that BellSouth provides to NEXTLINK shall be at least equal in quality to that which BellSouth provides to itself, any subsidiary or affiliate, or to any other party to which BellSouth provides local interconnection. BellSouth shall engineer all local calls, whether switched at BellSouth end offices or tandems, at transmission levels designed to enable NEXTLINK to provide service at parity to that which BellSouth provides BellSouth end users. The Parties shall cooperate in developing reporting standards to ensure parity interconnection.
- 5.4 Network Management Controls. The Parties shall meet quarterly to develop and implement sound network management principles and controls, such as call gapping, to alleviate or prevent network congestion, and ensure that NEXTLINK traffic traversing the BellSouth network does not experience greater blocking than BellSouth traffic traversing the network.
- 5.5 Common Channel Signaling. BellSouth shall provide LEC-to-LEC Common Channel Signaling ("CCS") to NEXTLINK, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions, except for call return. BellSouth shall provide all CCS signaling parameters, including automatic number identification ("ANI"), originating line information ("OLI"), calling company category, charge number, etc. All privacy indicators shall be honored, and BellSouth shall cooperate with NEXTLINK on the exchange of Transactional Capabilities Application Part ("TCAP") messages to facilitate full interoperability of CCS-based features between the respective networks.
- 5.6 Forecasting Requirements.

- 5.6.1 The Parties shall exchange technical descriptions and forecasts of their interconnection and traffic requirements in sufficient detail necessary to establish the interconnections required to assure traffic completion to and from all customers in their respective designated service areas.
- 5.6.2 Both parties shall meet every three months, or at otherwise mutually agreeable intervals, for the purpose of exchanging non-binding forecasts of their traffic and volume requirements for the interconnection and Network Elements provided under this Agreement, in the form and in such detail as agreed by the Parties. Section 5.6.3 contains guidelines regarding trunk forecasts, the forecast meetings and meeting intervals that the Parties can use to form the basis of their agreement. The Parties agree that each forecast provided under this Section 5.6.2 shall be deemed "Confidential Information" under the General Terms and Conditions – Part A of this Agreement.
- 5.6.3 The trunk forecast should include trunk requirements for all of the interconnecting trunk groups for the current year plus the next two future years. The forecast meeting between the two companies could be a face-to-face meeting, video conference or audio conference. It could be held regionally or based on some other geographic area. Ideally, these forecast meetings should be held at least semi-annually, or more often if the forecast is no longer usable. Updates to a forecast, or portions thereof, should be made whenever the Party providing the forecast deems that the latest trunk requirements exceed the original quantities by 24 trunks or 10%, whichever is greater. Either Party should notify the other Party if they have measurements indicating that a trunk group is exceeding its designed call carrying capacity and is impacting other trunk groups in the network. Also, either Party should notify the other Party if they know of situations where the traffic load is expected to increase significantly, thus affecting the interconnecting trunk requirements as well as the trunk requirements within the other Party's network. The Parties agree that the forecast information provided under this Section shall be deemed "Confidential Information" under Section 10 of the General Terms and Conditions of this Agreement.
- 5.6.4 In addition to, and not in lieu of, the non-binding forecasts required by Section 5.6.2, a Party that is required pursuant to this Agreement to provide a forecast (the "Forecast Provider"), or a Party that is entitled pursuant to this Agreement to receive a forecast (the "Forecast Recipient") with respect to traffic and volume requirements for the services and network elements provided under this Agreement, may request that the other Party enter into negotiations to establish a forecast (a "Binding Forecast") that commits such Forecast Provider to purchase, and such Forecast Recipient to provide, a specified volume to be utilized as set

forth in such Binding Forecast. The Forecast Provider and Forecast Recipient shall negotiate the terms of such Binding Forecast in good faith and shall include in such Binding Forecast provisions regarding price, quantity, liability for failure to perform under a Binding Forecast and any other terms desired by such Forecast Provider and Forecast Recipient. The Parties agree that each forecast provided under this Section shall be deemed "Confidential Information" under the General Terms and Conditions – Part A of this Agreement. Notwithstanding the foregoing, under no circumstance should either Party be required to enter into a Binding Forecast as described in this Section.

5.6.5 For a non-binding trunk forecast, agreement between the two Parties on the trunk quantities and the timeframe of those trunks does not imply any liability for failure to perform if the trunks are not available for use at the required time.

5.7 Call Information. BellSouth shall provide NEXTLINK with 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 where BellSouth provides recording capabilities. The exchange of information is required to enable each party to bill properly.

6. Parity in Ordering and Provisioning

BellSouth shall provide interconnection ordering and provisioning services to NEXTLINK at parity to the ordering and provisioning services BellSouth provides to itself, its affiliates, other telecommunications carriers, and BellSouth end users. Detailed procedures for ordering and provisioning BellSouth interconnection services are set forth in the BellSouth Ordering Guide for CLECs.

7. Local Dialing Parity

BellSouth shall provide local dialing parity, meaning that NEXTLINK customers will not have to dial any greater number of digits than BellSouth customers to complete the same call. In addition, BellSouth shall ensure that NEXTLINK local service customers shall experience at least the same quality as BellSouth local service customers regarding post-dial delay, call completion rate and transmission quality.

8. Reciprocal Compensation

- 8.1 The Parties shall provide for the mutual and reciprocal recovery of the costs of transporting and terminating local calls on BellSouth's and NEXTLINK's network. The Parties shall bill each other for transport and termination at the rates set forth in Attachment 12 or, for service elements not encompassed by Attachment 12, at the rates set forth in applicable Switched Access tariffs or as otherwise agreed by the Parties.
- 8.2 The delivery of traffic which transits the BellSouth network and is transported to another carrier's network shall be excluded from any BellSouth billing guarantees. Such traffic shall be delivered at the rates stipulated in this Agreement or by tariff to a terminating carrier. BellSouth shall not be liable for any compensation to the terminating carrier. An agreement or valid order with the terminating carrier shall be established prior to the delivery of any transit traffic to BellSouth destined for the particular carrier's network. Further, NEXTLINK shall compensate BellSouth for any charges or costs for the delivery of transit traffic to a connecting carrier on behalf of CLEC for which a valid contract or order has not been established.

Attachment 4

Physical Collocation

PHYSICAL COLLOCATION

1. SCOPE OF AGREEMENT

1.1 Right to occupy. BellSouth hereby grants to NEXTLINK a right to occupy that certain enclosed area designated by BellSouth within a BellSouth Central Office, of a size and dimension which is specified by NEXTLINK and agreed to by BellSouth (hereinafter "Collocation Space"). BellSouth will design and construct at NEXTLINK's expense and agreed to specifications, a wall or other delineation to establish a clear division between the Collocation Space and other areas of the Central Office dedicated to BellSouth's use.

1.2 Use of space. NEXTLINK shall use the Collocation Space for the purposes of installing, maintaining and operating NEXTLINK's equipment (to include testing and monitoring equipment) which is used to interconnect with telecommunications services and facilities provided by BellSouth. Pursuant to Article III, following, NEXTLINK may place NEXTLINK-owned fiber entrance facilities to the Collocation Space, in which case the arrangement is designated "Expanded Interconnection." Placement of equipment in the Collocation Space without the use of NEXTLINK-owned entrance facilities is designated "Service Interconnection." In addition to, and not in lieu of, interconnection to BellSouth services and facilities, NEXTLINK may connect to other interconnectors, carriers or customers (including to its own virtual or physical collocated arrangements) within the designated BellSouth Central Office through facilities designated by NEXTLINK. The Collocation Space may be used for no other purposes except as specifically described herein or authorized in writing by BellSouth.

1.3 No right to sublease. Within 120 days of the execution of this Agreement, BellSouth and NEXTLINK shall amend this Attachment to incorporate the rules and regulations of the Federal Communications Commission adopted in CC Docket No. 98-147, In the matter of Deployment of Wireline Services Offering Advanced Telecommunications Capability, and effective June 1, 1999. To the extent the Parties cannot reach agreement on an amendment, either Party may, upon expiration of the 120 day period, petition the Authority for resolution of the outstanding issues.

1.4 Rates and charges. NEXTLINK agrees to pay the rates and charges identified at Exhibit A attached hereto.

1.5 Location of Arrangement. A Collocation Space will be provided to NEXTLINK at each Central Office identified at Exhibit B attached hereto, which Exhibit shall be updated from time to time as additional Central Offices are made subject to the terms of this Agreement. If NEXTLINK desires to expand its collocation space when space at BellSouth's premises is exhausted, NEXTLINK may request collocation at nearby premises or locations and connect both sites via NEXTLINK-owned or NEXTLINK-leased facilities as set forth in Section 3.2 below. Notwithstanding the foregoing, establishment of an equipment arrangement in any non-contiguous space shall not be considered an expansion of the collocation space.

2. OCCUPANCY

2.1 Commencement Date. The "Commencement Date" shall be the first day after NEXTLINK's equipment becomes operational as described in Article 2.2, following.

2.2 Occupancy. BellSouth will notify NEXTLINK that the Collocation Space is ready for occupancy. NEXTLINK must place operational telecommunications equipment in the Collocation Space and connect with BellSouth's network within one hundred eighty (180) days after receipt of such notice. If NEXTLINK fails to place operational telecommunications equipment in the Collocation Space within 180 days and such failure continues for a period of thirty (30) days after receipt of written notice from BellSouth, then and in that event NEXTLINK's right to occupy the Collocation Space terminates and BellSouth shall have no further obligations to NEXTLINK with respect to said Collocation Space. NEXTLINK may request an extension beyond one hundred (180) days upon a demonstration that it has made a good faith effort to complete installation by the prescribed date or circumstances beyond its reasonable control prevented NEXTLINK from completing installation by the prescribed date. BellSouth shall not unreasonably withhold its consent to such extension and shall consent to any extension required because of BellSouth's actions or inactions. Termination of NEXTLINK's rights to the Collocation Space pursuant to this paragraph shall not operate to release NEXTLINK from its obligation to reimburse BellSouth for all costs reasonably incurred by BellSouth in preparing the Collocation Space, but rather such obligation shall survive this Agreement. For purposes of this paragraph, NEXTLINK's telecommunications equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provision.

2.3 Termination. NEXTLINK may terminate occupancy in a particular Collocation Space upon thirty (30) days' prior written notice to BellSouth. Upon termination of such occupancy, NEXTLINK at its expense shall remove its equipment and other property from the Collocation Space. NEXTLINK shall have thirty (30) days from the termination date to complete such removal; provided, however, that NEXTLINK shall continue payment of monthly fees to BellSouth until such date as NEXTLINK has fully vacated the Collocation Space. Should NEXTLINK fail to vacate the Collocation Space within thirty (30) days from the termination date, BellSouth shall have the right to remove the equipment and other property of NEXTLINK at NEXTLINK's expense and with no liability for damage or injury to NEXTLINK's property unless caused by the negligence or intentional misconduct of BellSouth.

3. USE OF COLLOCATION SPACE

3.1 Equipment Type. BellSouth shall not restrict the types of equipment or vendors of equipment to be installed provided such equipment is used to provided telecommunications services. Such equipment must meet industry standards. NEXTLINK shall not use the Collocation Space for marketing purposes. NEXTLINK shall place no signs or marking of any kind (except for a plaque or other identification affixed to NEXTLINK's equipment and reasonably necessary to identify NEXTLINK's equipment, and which shall include a list of emergency contacts with telephone numbers), in the area surrounding the Collocation Space or on the grounds of the Central Office housing the Collocation Space.

3.2 Entrance Facilities. Consistent with applicable FCC rules and regulations NEXTLINK may elect to place NEXTLINK-owned or NEXTLINK-leased entrance facilities provided by BellSouth or any third Party into the Collocation Space. BellSouth will designate the point of interconnection in proximity to the central office building housing the Collocation Space, such as an entrance manhole or a cable vault. NEXTLINK will provide and place cable at the point of interconnection of sufficient length to be pulled through conduit and into the splice location. NEXTLINK will provide a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced, which will extend from the splice location to NEXTLINK's equipment in the Collocation Space. NEXTLINK must contact BellSouth for instructions prior to placing the entrance facility cable in the manhole. NEXTLINK is responsible for maintenance of the entrance facilities.

3.2.1 Dual entrance will be permitted where capacity exists. Upon receipt of a request for collocation under this Agreement, BellSouth shall provide NEXTLINK 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 NEXTLINK's arrangement. The location of the serving manhole(s) will be determined at the sole discretion of BellSouth. Where dual entrance is denied due to lack of capacity, BellSouth will so state in the Application response and provide reasonable documentation and an explanation as to whether the space is reserved for BellSouth or another CLEC.

3.2.2 The interconnection point for entrance facilities extending from a rooftop antenna will be designated by BellSouth on the Application/Inquiry response.

3.2.3 NEXTLINK may utilize spare capacity on an existing NEXTLINK entrance facility for the purpose of providing an entrance facility to another interconnector collocation arrangement within the same BellSouth Central Office.

3.3 Splicing in the Entrance Manhole. Although not generally permitted, should NEXTLINK request a splice to occur in the entrance manhole(s), BellSouth, at its sole discretion, may grant such a request; Provided that BellSouth will not unreasonably withhold approval of requests to make such a splice. When the request for a splice is granted to NEXTLINK by BellSouth, NEXTLINK shall ensure its employees or agents entering and/or performing work in the entrance manhole(s) are trained and comply with BellSouth procedures and OSHA requirements regarding access to manholes and that BellSouth personnel are notified and present for all entrances and work performed in the entrance manhole(s). Manholes covers shall be properly closed and secured at the conclusion of entry and/or work. Advance notification to BellSouth shall occur at a minimum of 48 hours prior to desired entry for normal work activities and at a minimum of 2 hours prior to desired entry in an out of service condition.

3.4 Demarcation Point. A point-of-termination bay(s) will designate the point(s) of interconnection between NEXTLINK's equipment and/or network and BellSouth's network. Each party will be responsible for maintenance and operation of all

equipment/facilities on its side of the demarcation point. NEXTLINK may, at its option, provide its own point-of-termination bay(s) in accordance with BellSouth's guidelines and specifications, which BellSouth will provide upon request. NEXTLINK or its agent may perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to subsection 3.5, following, and may self-provision cross-connects that may be required within the collocation space to activate service requests. With the exception of cross-connects provisioned as set forth in this subsection, a certified vendor is required to perform all other equipment installation or provisioning activities within the collocation space, pursuant to Section 4.3.

3.5 NEXTLINK's Equipment and Facilities. NEXTLINK is solely responsible for the design, engineering, testing, performance, monitoring, maintenance, and repair of the equipment and facilities used by NEXTLINK in the Collocation Space. Without limitation of the foregoing provisions, NEXTLINK will be responsible for servicing, supplying, repairing, installing and maintaining the following: (1) cable(s); (2) equipment; (3) point-of-termination cross-connects; (4) point of termination maintenance, including replacement fuses and circuit breaker restoration, if not performed by BellSouth; and (5) connection cable(s) and associated equipment which may be required within the Collocation Space to the points of interconnection.

3.6 Easement Space. From time to time BellSouth may require access to the Collocation Space. BellSouth retains the right to access such space for the purpose of making equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cables). BellSouth will give reasonable notice to NEXTLINK when access to the Collocation Space is required. NEXTLINK may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that NEXTLINK will not bear any of the expense associated with this work.

3.7 Access and Administration. NEXTLINK shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. A security escort will be required at Central Offices where separate, secured ingress and egress are not available and access would require NEXTLINK to traverse restricted areas. All employees, agents and contractors of NEXTLINK having access to the Collocation Space shall comply with BellSouth's policies and practices pertaining to fire, safety and security, and each such employee, agent or contractor shall display an identification badge issued by NEXTLINK or certified vendor which contains a current photo, the individual's name and company name/logo. NEXTLINK agrees to comply with all laws, ordinances and regulations affecting the use of the Collocation Space. For central offices in which an escort is required, BellSouth will establish procedures to provide expedited access in the event of an emergency. Such procedures shall, at a minimum, assign NEXTLINK's request for access a priority level at parity with that which BellSouth assigns itself or any other telecommunications service provider for similar central office emergencies. Upon expiration of this Agreement, NEXTLINK shall surrender the Collocation Space to BellSouth in the same condition as when first occupied by NEXTLINK except for ordinary wear and tear.

3.8 Interference or Impairment. Notwithstanding any other provisions of this Agreement, equipment and facilities placed in the Collocation Space shall not interfere with or impair service provided by BellSouth or by any other Interconnector located in the Central Office; shall not endanger or damage the facilities of BellSouth or of any other

Interconnector, the Collocation Space, or the Central Office; shall not compromise the privacy of any communications carried in, from, or through the Central Office; and shall not create an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of NEXTLINK violate the provisions of this paragraph, BellSouth shall give written notice to NEXTLINK, which notice shall direct NEXTLINK to cure the violation within forty-eight (48) hours of NEXTLINK actual receipt of written notice or, at a minimum, to commence curative measures within 48 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the parties agree to consult immediately and, if necessary, to inspect the arrangement. If NEXTLINK fails to take curative action within 48 hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or interference/impairment of the services provided by BellSouth, 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 NEXTLINK's equipment. BellSouth will endeavor, but is not required, to provide notice to NEXTLINK prior to taking such action and shall have no liability to NEXTLINK for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.

3.9 Personalty and its Removal. Subject to requirements of this Agreement, NEXTLINK may place or install in or on the Collocation Space such facilities and equipment, including storage for and spare equipment, as it deems desirable for the conduct of business; Provided that such equipment is telecommunications equipment, does not violate floor loading requirements, imposes or could impose or contains or could contain environmental conditions or hazards. Personal property, facilities and equipment placed by NEXTLINK in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as personalty and may be removed by NEXTLINK at any time. Any damage caused to the Collocation Space by NEXTLINK's employees, agents or representatives during the removal of such property shall be promptly repaired by NEXTLINK at its expense.

3.10 Alterations. In no case shall NEXTLINK or any person acting on behalf of NEXTLINK make any rearrangement, modification, improvement, addition, repair, or other alteration to the Collocation Space or the BellSouth Central Office without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any such specialized alterations shall be paid by NEXTLINK.

4. ORDERING AND PREPARATION OF COLLOCATION SPACE

4.1 Application for Space. NEXTLINK shall submit to BellSouth a complete and accurate Application and Inquiry document, together with payment of the Application Fee as stated in Exhibit A. The Application shall contain a detailed description and schematic drawing of the equipment to be placed in NEXTLINK's Collocation Space(s) and an estimate of the amount of square footage required. NEXTLINK may list a Non-Certified Vendor on the application, but the vendor must be certified before BellSouth can establish a Bona Fide Firm Order date for such application.

4.1.1 Application Response--No Space. BellSouth will respond to NEXTLINK's Application in writing following the completion of review, planning and design activities. Such response will include estimates on space availability, space preparation costs and space availability dates. In the event BellSouth cannot provide the requested Collocation Space, BellSouth shall provide, within fifteen (15) business days of receipt of an application for up to five (5) sites, a preliminary response regarding the unavailability of space. The final response regarding the unavailability of space shall be provided within thirty (30) business days of the submission of up to five (5) site applications and shall be accompanied with a refund of the application fee. When NEXTLINK submits more than three (3) applications in the same state within 15 business days and BellSouth is processing multiple applications from other interconnectors, BellSouth and NEXTLINK will negotiate in good faith a prioritization of the requests and a reasonable response timeframe. The preliminary response intervals on six (6) to ten (10) applications for space within the same state submitted within a fifteen (15) business day interval shall be within twenty-five (25) business days. The preliminary response intervals for multiple applications exceeding ten (10) shall be negotiated between the parties in a timely fashion and priorities as to the processing of the multiple applications established. Negotiations shall consider the total volume from all requests from telecommunications companies for collocation.

4.1.2 Application Response-Space Available. When space is available, BellSouth will respond to up to five (5) applications for space within the same state submitted within a fifteen (15) business day interval within thirty (30) business days of receipt of the complete application. When NEXTLINK submits more than three (3) applications in the same state within 15 business days and BellSouth is processing multiple applications from other interconnectors, BellSouth and NEXTLINK will negotiate in good faith a prioritization of the requests and a reasonable response timeframe. Responses to six (6) to ten (10) applications for space within the same state submitted within a fifteen (15) business day interval shall be made within forty-five (45) business days. The response intervals for multiple applications exceeding ten (10) shall be negotiated between the parties in a timely fashion and priorities as to the processing of the multiple applications established. Negotiations shall consider the total volume from all requests from telecommunications companies for collocation. The response will detail whether the amount of space requested is available or if the amount of space requested is not available, the amount of space that is available. The response will also include the configuration of the space. When BellSouth's response includes an amount of space less than that requested by NEXTLINK or differently configured, NEXTLINK may amend its application to reflect the actual space available. Such amendment will not effect the time intervals regarding the collocation application process.

4.2 Bona Fide Firm Order. NEXTLINK shall indicate its intent to proceed with equipment installation in a BellSouth Central Office by submitting a Bona Fide Firm Order to BellSouth. A Bona Fide Firm Order requires NEXTLINK to complete the Application/Inquiry process described in Subsection 4.1, preceding, submit an updated Application document that is complete and accurate based on the outcome of the Application/Inquiry process, and pay all applicable fees referenced in Article V, following. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) days after BellSouth's response to NEXTLINK's Application/Inquiry.

4.2.1 BellSouth will establish a firm order date, per request, based upon the date BellSouth is in receipt of a complete and accurate firm order. BellSouth will acknowledge the receipt of NEXTLINK's Bona Fide Firm Order within 15 days of receipt indicating that the Bona Fide Firm Order has been received and that the order is accurate and complete or if the order is not accurate and complete, details as to the necessary information needed to cause the order to be accurate and complete. A BellSouth response to a complete and accurate firm order will include a firm order confirmation and the firm order date.

4.2.2 BellSouth will permit one site visit after receipt of the Bona Fide Firm Order. Security escort charges will be assessed for the site visit. An additional site visit may be authorized where circumstances so require and by the agreement of BellSouth. Such agreement may not be unreasonably withheld, provided however that the visit shall be scheduled to accommodate the availability of BellSouth's Premises personnel.

4.2.3 Space preparation for the Collocation Space will not begin until BellSouth receives the Bona Fide Firm Order and all applicable fees.

4.3 Construction and Provisioning Interval. Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will complete collocation space when construction is under ordinary conditions within 120 days of receipt of complete and accurate bona fide firm order. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, hvac, cabling and the power plant(s). BellSouth will use best efforts to complete collocation arrangements under ordinary conditions in less than 120 days where the infrastructure rearrangement or accommodations allow. 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 days of the receipt of a complete and accurate bona fide firm order. Extraordinary conditions are defined to include but are not limited to multiple orders in excess of five (5) from NEXTLINK per state; major BellSouth equipment rearrangement; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ada compliance; mainframe addition; environmental hazard or hazardous materials abatement.

4.3.1 Joint Planning Meeting. A joint planning meeting between BellSouth and NEXTLINK will commence within a maximum of 20 days from BellSouth's receipt of a complete and accurate firm order and the payment of agreed upon fees. At such meeting, the parties will agree to the preliminary design of the collocation space and the equipment configuration requirements as designated by NEXTLINK on its Bona Fide Firm Order, and to establishing processes for determination of the commencement date. In the event NEXTLINK materially modifies its request as a result of the coordination meeting outcome, such modifications must be submitted to BellSouth in writing and a firm order date reestablished. The Collocation Space Completion time period (e.g. 120 or 180 days) will be provided to NEXTLINK during the joint planning meeting or as soon as possible thereafter. BellSouth will complete all design work following the joint planning meeting. If BellSouth needs to reevaluate NEXTLINK's application as a result of changes requested by NEXTLINK to NEXTLINK's original application, then BellSouth will charge NEXTLINK a fee based upon the additional

engineering hours required to do the reassessment. Major changes such as requesting additional space or adding additional equipment may require NEXTLINK to resubmit the application with an application fee.

4.3.2 Permits. BellSouth or its agents will diligently pursue filing for the required permits within 5 business days of the completion of finalized construction designs and specifications.

4.4 Use of Certified Vendor. NEXTLINK shall select an equipment installation vendor, which has been approved as a BellSouth Certified Vendor to perform all engineering and installation work required in the Collocation Space. BellSouth shall provide NEXTLINK with a list of Certified Vendors upon request. The Certified Vendor shall be responsible for installing NEXTLINK's 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 NEXTLINK upon successful completion of installation. The Certified Vendor shall bill NEXTLINK directly for all work performed for NEXTLINK pursuant to this Agreement and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Vendor. BellSouth shall consider certifying NEXTLINK or any vendor proposed by NEXTLINK, including vendors lacking BellSouth certification at the time of the proposal. Upon NEXTLINK's request and with the candidate vendor's approval, BellSouth will provide a progress report on the status of the vendor's in the certification process.

4.5 Alarm and monitoring. BellSouth shall place environmental alarms in the Central Office for the protection of BellSouth equipment and facilities. NEXTLINK shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service the Collocation Space. Upon request, BellSouth will provide NEXTLINK with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by NEXTLINK. Both parties shall use best efforts to notify the other of any verified environmental hazard known to that party. The parties agree to utilize and adhere to the United States Telephone Association Environmental Hazard Guidelines.

4.6 Basic Telephone Service. Upon request of NEXTLINK, 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.

4.7 Space Preparation. BellSouth shall pro rate the costs of any renovation or upgrade to Central Office space or support mechanisms which is required to accommodate physical collocation. NEXTLINK's pro rated share will be calculated by multiplying such cost by a percentage equal to the amount of square footage occupied by NEXTLINK divided by the total Central Office square footage receiving renovation or upgrade. For this section, support mechanisms provided by BellSouth may include, but not be limited to heating/ventilation/air conditioning (HVAC) equipment, HVAC duct work, cable support structure, fire wall(s), mechanical upgrade, asbestos abatement, ground plane addition, or separate ingress/egress construction. Such renovation or upgrade will be evaluated and the charges assessed on a per Central Office basis. BellSouth will reimburse NEXTLINK in an amount equal to NEXTLINK's reasonable, demonstrative and mitigated expenditures incurred as a direct result of delays to the completion and turnover dates caused by BellSouth.

4.8 Space Enclosure. Upon request of NEXTLINK, BellSouth shall construct an equipment arrangement enclosure of a size and dimension jointly agreed upon by the Parties. NEXTLINK may request enclosed floor space in increments of fifty (50) square feet, with a minimum of one hundred (100) square feet. NEXTLINK may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. Such contractor shall directly bill NEXTLINK for activities associated with the space enclosure construction.

4.9 Virtual Collocation Transition. To the extent space becomes available, NEXTLINK may transition its virtual collocation arrangements to physical collocation arrangements and pay the appropriate nonrecurring fees for physical collocation and for the rearrangement or reconfiguration of services terminated in the virtual collocation arrangement. Notwithstanding the foregoing, where NEXTLINK has requested a physical collocation arrangement at a particular site and BellSouth determined that no space was available and NEXTLINK proceeded with a virtual collocation arrangement, if within 6 months of NEXTLINK's application for a physical collocation arrangement at that location, physical space does become available to NEXTLINK, BellSouth will reimburse NEXTLINK for the nonrecurring charges associated with establishing the NEXTLINK virtual arrangement.

4.10 Cancellation. If NEXTLINK cancels its order for the Collocation Space(s), NEXTLINK will reimburse BellSouth for any expenses incurred up to the date that written notice of the cancellation is received. In no event will the level of reimbursement under this paragraph exceed the maximum amount NEXTLINK would have otherwise paid for work undertaken by BellSouth if no cancellation of the order had occurred.

5. RATES AND CHARGES

5.1 Non-recurring Fees. In addition to the Application Fee referenced in Section 4, preceding, NEXTLINK shall remit payment of a Cable Installation Fee, Space Construction Fee, as applicable, and one-half (1/2) of the estimated Space Preparation Fee coincident with submission of a Bona Fide Firm Order. The outstanding balance of the actual Space Preparation Fee shall be due thirty (30) days following NEXTLINK's receipt of a bill or invoice from BellSouth. Once the installation of the initial equipment arrangement is complete, a subsequent application fee may apply (as described in subsection 5.5 when NEXTLINK requests a modification to the arrangement).

5.2 Documentation. BellSouth shall provide documentation to establish the actual Space Preparation Fee. The Space Preparation Fee will be pro rated as prescribed in Section 4, proceeding.

5.3 Cable Installation. Cable Installation Fee(s) are assessed per entrance fiber placed. No Cable Installation Fee is required for Service Interconnection.

5.4 Space Enclosure Fees. The Space Enclosure Construction Fee will be assessed for the materials and installation cost of the equipment enclosure. BellSouth's engineering and other labor time associated with establishing the Physical Collocation Arrangement will be assessed as Additional Engineering charges, under provisions in BellSouth's FCC Number 1 Tariff, Sections 13.1 and 13.2. An estimate of the Additional

Engineering charges will be provided by BellSouth to NEXTLINK in the Application Response.

5.5 Subsequent Application Fee. BellSouth requires the submission of additional documentation when NEXTLINK desires to modify the use of the collocation space. NEXTLINK shall complete an additional application form including all information regarding the modification to the collocation arrangement. BellSouth shall determine what modifications to the premises are required to accommodate the change requested by NEXTLINK in the application. Such modifications to the premises may include but are not limited to, floor loading changes, changes necessary to meet HVAC requirements and changes to power plant requirements. The fee paid by NEXTLINK for its request to modify the use of the collocation space shall be dependent upon the modification requested. Where the subsequent application does not require provisioning or construction work by BellSouth, no subsequent application fee will be assessed. The fee for an application where the modification requested has limited effect, e.g. does not require capital expenditure by BellSouth, and shall not exceed \$1600.00. All other subsequent application fees shall be assessed at \$3850.00.

5.6 Floor Space. The floor space charge includes reasonable charges for lighting, heat, air conditioning, ventilation and other allocated expenses associated with maintenance of the Central Office but does not include amperage necessary to power NEXTLINK's equipment. When the Collocation Space is enclosed by walls or other divider, NEXTLINK shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, NEXTLINK shall pay floor space charges based upon the number of square feet contained in a shadow print of NEXTLINK's equipment racks and POT bay, plus a factor of 2.50 multiplied by the shadow print, which represents NEXTLINK's share of wiring and provisioning aisle space for provisioning and maintenance activities. Floor space charges are due beginning with the date on which BellSouth releases the Collocation Space for occupancy or on the date NEXTLINK first occupies the Collocation Space, whichever is sooner.

5.7 Power Charges. Charges for -48V DC power will be assessed per ampere per month based upon the following two components: (1) power usage; and (2) power plant investment.

5.7.1 Power Usage. For each district in which NEXTLINK is collocated in a BellSouth central office, NEXTLINK shall provide BellSouth with a clamp-on ammeter and probe that will allow BellSouth to measure power actually used by NEXTLINK's collocated equipment as well as any ancillary equipment necessary for BellSouth to maintain a record of such measurements (e.g., PC interface, printer, etc.). The ammeter and probe shall comply with applicable industry guidelines and shall have the capability to: (1) measure DC current up to 225 amperes with a current accuracy of $\pm 2.5\%$; (2) record minimum and maximum, average, and maximum peak current; (3) record the start and finish time and date of the measurement; (4) download or print readings; and (5) physically fit and accurately measure a wide range of power cable (e.g., #16 AWG to #4/0 AWG). With this ammeter and probe, BellSouth shall arrange to take measurements of NEXTLINK's actual power usage once each quarter at each of NEXTLINK's collocation arrangements. NEXTLINK agrees to promptly notify BellSouth in writing when it removes existing equipment or installs new equipment in the collocation space, after which BellSouth shall arrange to take a new measurement of NEXTLINK's

actual power usage. Based upon such measurement, BellSouth shall bill NEXTLINK for collocation power for the next quarter based upon NEXTLINK's actual usage and the applicable rate for power as set forth in this Agreement. The Parties may mutually agree to bill actual power usage on a less frequent basis than that set forth above. In the event NEXTLINK fails to provide BellSouth with any of the equipment specified hereunder or fails to give the requisite notice specified hereunder, BellSouth will assess, and NEXTLINK agrees to pay, charges for DC power on a per ampere per month basis based upon the rated ampere capacity of the equipment in NEXTLINK's collocated space.

5.7.2 Power Plant Investment.

5.7.2.1 Based upon the rated ampere capacity of the equipment in NEXTLINK's collocated space, BellSouth shall bill NEXTLINK per ampere per month the rate set forth in this Agreement for power plant investment. The rate includes investment associated with the Battery Distribution Fuse Bay (BDFB), redundant feeder fuse positions (A&B), and cable rack to NEXTLINK's equipment or space enclosure for vendor installed capacity at the BellSouth power distribution location. Fuses and power feed cables (A&B) must be engineered (sized), furnished and installed by NEXTLINK's certified vendor. The NEXTLINK certified vendor must also provide a copy of the engineering power specification prior to the Commencement Date.

5.7.2.2 In the event that NEXTLINK has installed or subsequently installs its own BDFB and any related equipment in its collocated space consistent with BellSouth policy, NEXTLINK may request that BellSouth conduct a cost study to determine the forward-looking cost of power plant investment when the collocater furnishes such equipment. Upon receiving such a request, BellSouth will promptly conduct the study consistent with applicable costing principles adopted by the Authority in Docket 97-01262 and will calculate a revised per ampere per month rate for power plant investment. BellSouth shall provide a copy of the cost study and supporting documentation to NEXTLINK and shall meet in good faith with NEXTLINK to address any questions about the cost study. At NEXTLINK's request, the Agreement will be amended to incorporate this revised per ampere per month rate for power plant investment, after which BellSouth will charge this revised rate for those collocation arrangements in which NEXTLINK has installed its own BDFB and any related equipment consistent with BellSouth policy.

5.7.3 Power Construction. In the event BellSouth shall be required to construct additional DC power plant or upgrade the existing DC power plant in a central office as a result of NEXTLINK's request to collocate in that central office ("Power Plant Construction"). NEXTLINK shall pay its pro-rata share of costs associated with the Power Plant Construction. The determination of whether Power Plant Construction is necessary shall be within BellSouth's sole, but reasonable, discretion. BellSouth shall comply with all BellSouth and ANSI Standards regarding power cabling, including Bellcore Network Equipment Building System (NEBS) Standard TR-EOP-000063. BellSouth will notify NEXTLINK of the need for the Power Plant Construction and will estimate the costs associated with the Power Plant Construction if BellSouth were to perform the Power Plant Construction. The costs of power plant construction shall be pro-rated and shared among all that benefit from that construction. NEXTLINK shall pay BellSouth one-half of its pro-rata share of the estimated Power Plant Construction costs prior to commencement of the work. NEXTLINK shall pay BellSouth the balance due

(actual cost less one-half of the estimated cost) within thirty (30) days of completion of the Power Plant Construction. NEXTLINK has the option to perform the Power Plant Construction itself; provided, however, that such work shall be performed by a BellSouth certified contractor and such contractor shall comply with BellSouth's guidelines and specifications. Where the Power Plant Construction results in construction of a new power plant room, upon termination of this Agreement NEXTLINK shall have the right to remove its equipment from the power plant room, but shall otherwise leave the room intact. Where the Power Plant Construction results in an upgrade to BellSouth's existing power plant, upon termination of this Agreement, such upgrades shall become the property of BellSouth.

5.9 Security Escort. A security escort will be required whenever NEXTLINK or its approved agent desires access to the entrance manhole or must traverse a restricted area within BellSouth's central office. Rates for a BellSouth security escort are assessed in one-half (1/2) hour increments according to the schedule appended hereto as Exhibit B.

5.10 Other. Payment of all other charges under this Agreement shall be due thirty (30) days after receipt of the bill (payment due date). NEXTLINK will pay a late payment charge of one and one-half percent (1-1/2%) assessed monthly on any balance which remains unpaid after the payment due date.

5.11 Disputes. Payment of all fees, including disputed amounts and rights to audit, shall be governed by the Terms and Conditions of this Agreement.

6. INSURANCE

6.1 NEXTLINK shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Article VI and underwritten by insurance companies licensed to do business in the states contained in Exhibit C attached hereto and having a BEST Insurance Rating of B ++ X (B ++ ten).

6.2 NEXTLINK shall maintain the following specific coverage:

6.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00). BellSouth shall be named as an ADDITIONAL INSURED on ALL applicable policies as specified herein.

6.2.2 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.

6.2.3 NEXTLINK 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.

6.3 The limits set forth in subsection 6.2 above may be increased by BellSouth from time to time during the term of this Agreement upon thirty (30) days notice to NEXTLINK to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.

6.4 All policies purchased by NEXTLINK shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Central Office and shall remain in effect for the term of this Agreement or until all NEXTLINK's property has been removed from BellSouth's Central Office, whichever period is longer. If NEXTLINK fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from NEXTLINK.

6.5 NEXTLINK shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) days prior to the commencement of any work in the Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. NEXTLINK shall arrange for BellSouth to receive thirty (30) days advance notice of cancellation from NEXTLINK's insurance company. NEXTLINK shall forward a certificate of insurance and notice of cancellation to BellSouth at the following address:

BellSouth Telecommunications, Inc.
Attn.: Risk Management Coordinator
3535 Colonnade Parkway, S9A1
Birmingham, Alabama 35243

6.6 NEXTLINK 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.

6.7 Failure to comply with the provisions of this Section will be deemed a material breach of this Agreement.

7. MECHANICS LIENS

7.1 If any mechanics lien or other liens shall be filed against property of either party (BellSouth or NEXTLINK), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other party or by reason of any changes, or additions to said property made at the request or under the direction of the other party, the other party directing or requesting those changes shall, within thirty (30) days after receipt of written notice from the party against whose property said lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. The party causing said lien to be placed against the property of the other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.

8. INSPECTIONS

8.1 BellSouth shall conduct an inspection of NEXTLINK's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between NEXTLINK's equipment and equipment of BellSouth. BellSouth may conduct an inspection if NEXTLINK adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide NEXTLINK 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.

9. SECURITY

9.1 Only BellSouth employees, BellSouth certified vendors and authorized employees or agents of NEXTLINK will be permitted in the BellSouth Central Office. NEXTLINK shall provide its employees and agents with picture identification, which must be worn, and visible at all times while in the Collocation Space or other areas in or around the Central Office. BellSouth may refuse entry to any person who fails to display the identification required by this section.

10. DESTRUCTION OF COLLOCATION SPACE.

10.1 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 NEXTLINK's permitted use hereunder, then either party may elect within ten (10) days after such damage, to terminate this Agreement, 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 NEXTLINK's permitted use, or is damaged and the option to terminate is not exercised by either party, BellSouth covenants and agrees to proceed promptly without expense to NEXTLINK, 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. NEXTLINK may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that a certified vendor is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Vendor. If NEXTLINK'S acceleration of the project increases the cost of the project, then those additional charges will be incurred by NEXTLINK. Where allowed and where practical, NEXTLINK may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, NEXTLINK shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for NEXTLINK's permitted use, until such Collocation Space is fully repaired and restored and NEXTLINK's equipment installed therein (but in no event later than thirty (30) days after the Collocation Space is fully repaired and restored).

11. EMINENT DOMAIN

11.1 If the whole of a Collocation Space shall be taken by any public authority under the power of eminent domain, then this Agreement shall terminate as of the day possession shall be taken by such public authority and rent and other charges for the Collocation Space 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 shall be taken under eminent domain, BellSouth and NEXTLINK shall each have the right to terminate this Agreement and declare the same null and void, by written notice of such intention to the other party within ten (10) days after such taking.

12 NONEXCLUSIVITY

12.1 NEXTLINK understands that this Agreement 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.

13. NOTICES

13.1 Except as otherwise provided herein, any notices or demands that are required by law or under the terms of this Agreement shall be given or made by NEXTLINK or BellSouth in writing and shall be given by hand delivery, or by certified or registered mail, and addressed to the parties as follows:

To BellSouth:

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

with a copy to:

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

To NEXTLINK:

NEXTLINK Tennessee, Inc.
105 Molloy Street
Suite 300
Nashville, TN 37201

with a copy to:

Regulatory Department
NEXTLINK Communications, Inc.
1730 Rhode Island Ave., NW
Suite 1000
Washington, DC 20036

13.2 Such notices shall be deemed to have been given in the case of certified or registered mail when deposited in the United States mail with postage prepaid.

EXHIBIT A

PHYSICAL COLLOCATION

(all prices are interim at this time)

RATE ELEMENT	APPLICATION/DESCRIPTION	TYPE OF CHARGE	PRICE
Application fee	Applies per arrangement per location	Non recurring	\$3,848.30
Space preparation fee	Applies for survey and design of space, covers shared building modification costs	Non recurring	ICB ¹ Will not be less than \$1,788.00
Space construction fee	Covers materials and construction of optional cage in 100 square foot increments.	Non recurring	\$29,744.00 ²
Cable installation fee	Applies per entrance cable	Non recurring	\$4,650.00
Floor space	Per square foot, for Zone A and Zone B offices respectively	Monthly recurring	\$9.31/\$8.38 ³
Power	Per ampere based on manufacturer's specifications	Monthly recurring	\$5.14 per ampere
Cable support structure	Applies per entrance cable	Monthly recurring	\$13.35 per cable
POT bay	Optional Point of Termination bay; rate is per DS1/DS3 cross-connect respectively	Monthly recurring	\$1.20/\$5.00 ⁴
Cross connects	Per DS1/DS3 respectively	Monthly recurring	\$9.28/\$72.48
Security escort	First and additional half hour increments, per traffic rate in Basic time (B), Overtime (O), and Premium time (P)	As required This is a traffic charge	\$41.00/\$25.00 B \$48.00/\$30.00 O \$55.00/\$35.00 P

VIRTUAL COLLOCATION

(all prices are interim at this time)

Rates tariffed by BellSouth in its FCC Tariff No. 1, Section 20.

¹ Will be determined at the time of the application based on building space modification requirements for shared space at the requested Central Office.

² Applies only to collocators who wish to purchase a steel-gauge cage enclosure.

³ List for Zone A offices is available upon request, amended monthly.

⁴ Applies when collocator does not supply their own POT bay.

Attachment 5

Access to Numbers and Number Portability

ACCESS TO NUMBERS and NUMBER PORTABILITY

1. Non-Discriminatory Access to Telephone Numbers

BellSouth currently serves as a North American Numbering Plan administrator for its territory. During the term of this Agreement, and while BellSouth continues to serve as the numbering plan administrator, BellSouth shall ensure that NEXTLINK has nondiscriminatory access to telephone numbers for assignment to NEXTLINK customers at parity to the access that BellSouth has to telephone numbers for assignment to BellSouth customers. BellSouth shall provide numbering resources to NEXTLINK, pursuant to the Bellcore Guidelines regarding number assignment. NEXTLINK shall complete the NXX code application in accordance with Industry Carriers Compatibility Forum, Central Office Code Assignment Guidelines, ICCF 93-0729-010. If BellSouth transfers a block of NXX numbers to NEXTLINK, NEXTLINK shall be responsible for the update to the RDBS/BRIDS Bellcore database. At NEXTLINK's request, and consistent with evolving national standards, BellSouth shall perform such update of the database, at an hourly rate.

2. Permanent Number Portability

The FCC, State Commissions and industry forums are working towards a permanent approach to providing service provider number portability. BellSouth shall implement a permanent approach as developed and approved by the State Commission, the FCC and industry forums. BellSouth shall cooperate with NEXTLINK in transitioning to Permanent Number Portability (PNP), as set forth in Section 8 below.

3. Service Provider Number Portability

- 3.1 **Definition.** Until an industry-wide permanent solution can be achieved, 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 an ALEC, among ALECs, or from an ALEC to BellSouth, retains the 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 the NEXTLINK switch or POP to which the number is being ported is located within the same local calling area.

- 3.2 Methods of Providing Number Portability. SPNP shall be available through Remote Call Forwarding (RCF), Direct Inward Dialing trunks (DID), Local Exchange Routing Guide (LERG) reassignment, or Route Indexing (RI).
- 3.3 SPNP for a particular telephone number is available only from the central office originally providing local exchange service to the end user.
- 3.4 Remote Call Forwarding. RCF is a telecommunications service whereby a call dialed to an RCF equipped telephone number is automatically forwarded to an assigned seven- or ten-digit telephone number within the local calling area. The forwarded-to number shall be specified by NEXTLINK or BellSouth, as appropriate. The forwarding company will provide identification of the originating telephone number to the receiving Party. Identification of the originating telephone number to the RCF end user cannot be guaranteed, however. RCF provides a single call path for the forwarding of no more than one simultaneous call to the receiving Party's specified forwarded-to number. Additional call paths for the forwarding of multiple simultaneous calls are available on a per path basis at separate rates, in addition to the rates for RCF.
- 3.5 Direct Inward Dialing. DID provides trunk side access to end office switches for direct inward dialing to the other company's premises equipment from the telecommunications network to lines associated with the other company's switching equipment and must be provided on all trunks in a group arranged for inward service. A DID trunk termination charge 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. 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 DID may not be mixed with any other type of trunk group, with no outgoing calls placed over said facilities. DID will be provided only where such facilities are available and where the switching equipment of the ordering company is properly equipped. Where 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 DID number group; however, there are no restrictions on calls completed to other numbers of a DID number group. Interface group arrangements provided for terminating the switched transport at the Party's terminal location are as set forth in of BellSouth's Intrastate Access Services Tariff, § E6.1.3.A as amended from time to time. The Channelization rates for DID shall be as set forth in Section E6 of BellSouth's Intrastate Access Tariffs.

- 3.5 Route Indexing. When available, Route Indexing (RI) may take two forms: Route Index-Portability Hub (RI-PH) unless there is capacity problem at the tandem, in which case RCF or when available, DNRI will be provided as an alternative option.
- 3.5.1 RI-PH will route a dialed call to the BellSouth switch associated with the NXX of the dialed number. The BellSouth switch shall then insert a prefix onto the dialed number which identifies how the call is to be routed to NEXTLINK. The prefixed dialed number is then transmitted to the BellSouth tandem switch to which NEXTLINK is connected. The prefix is removed by the operation of the tandem switch and the dialed number is routed to the switch so that the routing of the call can be completed by NEXTLINK. Should BellSouth determine a more efficient manner of performing this function, it may proceed in that manner.
- 3.5.2 DN-RI is a form of RI-PH that requires direct trunking between the BellSouth switch to which the ported number was originally assigned and the NEXTLINK switch to which the number has been ported. The BellSouth switch shall send the originally dialed number to the NEXTLINK switch without a prefix.
- 3.5.3 BellSouth shall provide RI-PH or DN-RI on an individual telephone number basis, as NEXTLINK designates. Where technically feasible, NEXTLINK may designate both methods so that calls to ported numbers are first directed to the NEXTLINK switch over direct trunks but may overflow to tandem trunks if all trunks in the direct group are occupied.
- 3.5.4 For both RI-PH and DN-RI, the trunks used may, at NEXTLINK's option, and where technically feasible, be the same as those used for exchange of other local traffic and intraLATA toll traffic with BellSouth. At NEXTLINK's option, the trunks shall employ SS7 or in-band signaling.
- 3.6 LERG Reassignment. Local Exchange Routing Guide (LERG) reassignment of an entire NXX can be arranged through agreements among BellSouth, NEXTLINK and the LERG administrators. Updates to translations in the BellSouth switching office from which the telephone number is ported shall be made by BellSouth, prior to the date on which

LERG changes become effective, in order to redirect calls to the NEXTLINK switch via route indexing.

3.7

Other Interim Portability Provisions. BellSouth shall exchange with NEXTLINK SS7 TCAP messages as required for the implementation of Custom Local Area Signaling Services (CLASS) or other features available in the BellSouth network.

Pursuant to the General Terms and Conditions of the Agreement, BellSouth shall provide and maintain for NEXTLINK one (1) white page and one (1) yellow page (if applicable) listing for each NEXTLINK subscriber that has ported its number from BellSouth, consistent with that specified in this Agreement. The listing and handling of listed and nonlisted telephone numbers shall be at least at parity with that provided by BellSouth to its own subscribers.

4.

SPNP Implementation

Interim SPNP is available under the following terms:

4.1

SPNP is available only where NEXTLINK or BellSouth is currently providing, or will begin providing concurrent with provision of SPNP, basic local exchange service to the affected end user. Without limiting NEXTLINK's provision of service, SPNP for a particular telephone number shall be 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 ALEC-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

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 NEXTLINK shall be responsible for the payment of charges under the same terms and conditions for which the end user would have been liable for those charges. Either company may request that the other block collect and third company non-sent paid calls to the SPNP-assigned telephone number. If a company does not request blocking, the other company will provide itemized local usage data for the billing of non-sent paid calls on the monthly bill of usage charges provided at the individual end user account level. The detail will include itemization of all billable usage. As an alternative to the itemized monthly bill, each

company shall have the option of receiving this usage data on a daily basis via a data file transfer arrangement. This arrangement will utilize the existing industry uniform standard, known as EMR standards, for exchange of billing data. Files of usage data will be created daily for the optional service. Usage originated and recorded in the sending BellSouth RAO will be provided in unrated format. ALEC usage originated elsewhere and delivered via CMDS to the sending BellSouth RAO shall be provided in rated format.

4.3

Each company shall be responsible for obtaining authorization from the end user for the handling of the disconnection of the end user's service, the provision of new local service and the provision of SPNP services. Each company 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 company 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 company or any of its end users. In the event that either company determines in its reasonable judgment that the other company will likely impair or is impairing, or interfering with any equipment, facility or service or any of its end users, that company may either refuse to provide SPNP service or may terminate SPNP service to the other Party after providing appropriate notice.

4.4

Each company 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 company chooses to disconnect or terminate any SPNP service, that company shall be responsible for designating the preferred standard type of announcement to be provided.

4.5

Each company shall be the other company's single point of contact for all repair calls on behalf of each company's end user. Each company reserves the right to contact the other company's customers if deemed necessary for maintenance purposes.

4.6

Neither company 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 company

for such calls. Neither company 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 company obsolete or renders necessary modification of the other company's equipment.

4.7 For terminating IXC traffic ported to either company which requires use of either company's tandem switching, the tandem provider will bill the IXC tandem switching, the interconnection charge, and a portion of the transport, and the other company 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 company to bill the IXC directly for terminating access to ported numbers, then the tandem provider will bill the IXC full terminating switched access charges, keep the equivalent of interconnection charge, tandem switching and a portion of transport, and remit the equivalent of local switching, a portion of transport and CCL revenues to the other company. If an intraLATA toll call is delivered, the delivering company will pay terminating access rates to the other company. This subsection does not apply in cases where SPNP-DID is utilized for number portability.

4.8 If, through a final and nonappealable order, the Federal Communications Commission (FCC) issues regulations pursuant to which require number portability other than that provided pursuant to this section, BellSouth shall comply with that order.

5. General Requirements for SPNP and PNP

5.1 **Cut-over Process.** The Parties shall cooperate in the process of porting numbers from one carrier to another so as to limit service outage for the ported subscriber. This shall include, but not be limited to, each Party updating its respective Network Element translations within five (5) minutes following notification by the industry SMS, or ported-to local service provider, and deploying such temporary translations as may be required to minimize service outage (e.g., unconditional triggers). In addition, NEXTLINK shall have the right to determine who initiates the order for SPNP in specific cut-over situations. The time frames in this paragraph shall be pursuant to Generic Requirements for SCP Application and GTT Function for Number Portability, Issue 0.99, January 6, 1997, and subsequent versions which may be adopted from time to time. The Parties shall cooperate to review and, if necessary, as industry standards are developed on a generic basis, adjust the above time frame based on their actual experiences and consistent with generic industry standards that are developed over time.

- 5.2 Testing. BellSouth and NEXTLINK shall cooperate in conducting NEXTLINK's testing to ensure interconnectivity between systems. BellSouth shall inform NEXTLINK of any system updates that may affect the NEXTLINK network and BellSouth shall, at NEXTLINK's request, perform tests to validate the operation of the network. Additional testing requirements may apply as specified by this Agreement.
- 5.3 Engineering and Maintenance.
- 5.3.1 BellSouth and NEXTLINK shall cooperate to ensure that performance of trunking and signaling capacity is engineered and managed at levels which are at parity to the level of service provided by BellSouth to its end users and to ensure effective maintenance testing through activities such as routine testing practices, network trouble isolation processes and review of operational elements for translations, routing and network fault isolation.
- 5.3.2 Additional specific engineering and maintenance requirements shall apply as specified in this Agreement or subsequent agreement of the Parties.
- 5.4 Recording and Billing. The Parties shall provide each other with accurate billing and subscriber account record exchange data necessary for billing their subscribers whose numbers have been ported.
- 5.5 Operator Services and Directory Assistance. With respect to operator services and directory assistance associated with number portability for NEXTLINK subscribers, BellSouth shall provide the following:
- 5.5.1 While SPNP is deployed and prior to conversion to PNP:
- 5.5.1.1 When BLV/BLI to ported numbers becomes available, or is required to be provided by a commission, BellSouth shall make such technology available to NEXTLINK.
- 5.5.1.2 BellSouth shall allow NEXTLINK to provide Billed Number Screening (BNS), in its LIDB, for ported numbers, as specified by NEXTLINK.
- 5.5.1.3 Where BellSouth has control of Directory Listings for NXX codes containing ported numbers, BellSouth shall maintain entries for ported numbers as specified by NEXTLINK in accordance with the Listings Section of this Agreement.
- 5.5.2 When PNP is in place:
- 5.5.2.1 If Integrated Services Digital Network User Part (ISUP) signaling is used, BellSouth shall provide the Jurisdiction Information Parameter in the SS7

Initial Address Message. (See Generic Switching and Signaling Requirements for Number Portability, Issue 1.0, February 12, 1996 (Editor – Lucent Technologies, Inc.)).

- 5.5.2.2 The Parties shall provide, when received from the NPAC, a 10-Digit Global Title Translation (GTT) Node for routing queries for TCAP-based operator services (e.g., LIDB). The acquiring company shall provide the GTT to the NPAC. The NPAC will distribute this information to the donor company and all other parties.
- 5.5.2.3 BellSouth OSS shall meet all requirements specified in "Generic Operator Services Switching Requirements for Number Portability," Issue 1.1, June 20, 1996, as updated from time to time.
- 5.5.2.4 The Parties shall cooperate to implement generic industry standards as they are developed.

6. Parity

BellSouth's provision of SPNP and PNP to NEXTLINK shall enable NEXTLINK to provide number portability to NEXTLINK end users at parity to the number portability BellSouth provides BellSouth end users.

7. Rates

Rates for service provider number portability are set out in Attachment 12.

8. Transition to Permanent Number Portability

Once Permanent Number Portability is implemented pursuant to FCC or Commission regulation, either Party may withdraw its interim offerings, subject to mutually agreed upon advance notice to the other Party to enable coordination of seamless and transparent conversion of interim to permanent number portability. The Parties shall mutually agree upon a time period for the transition from SPNP to PNP, and if, after ninety (90) days of the applicable FCC or Commission regulation, the Parties cannot reach agreement about such time period, BellSouth and NEXTLINK shall, after one-hundred eighty (180) additional days, convert all NEXTLINK end users from SPNP to PNP; provided, however, that during such 180 days, the Parties shall make reasonable efforts to implement processes to ensure that the transition occurs smoothly and seamlessly. Neither Party shall charge the other Party for conversion from SPNP to PNP. The

Parties shall comply with any SPNP/LNP transition processes established by appropriate industry number portability work groups.

Attachment 6

Ordering and Provisioning

ORDERING AND PROVISIONING

1. Quality of Ordering and Provisioning

- 1.1 BellSouth shall provide ordering and provisioning services to NEXTLINK that are equal to the ordering and provisioning services BellSouth provides to itself, BellSouth affiliates, or any other telecommunications carrier. Detailed procedures for ordering and provisioning BellSouth services are set forth in the BellSouth Ordering Guide for CLECs, and any request by NEXTLINK shall be handled consistent with these procedures.
- 1.2 The rates and charges specified in this Agreement contemplate that all work in connection with provisioning service will be performed by BellSouth during regular working hours. Whenever NEXTLINK requests that work necessarily required in the provisioning of service be performed outside BellSouth's regular working hours or that work once begun be interrupted, so that BellSouth incurs costs that would not otherwise have been incurred, NEXTLINK may be required to pay, in addition to the other rates and charges specified in this Agreement, the amount of additional costs incurred by BellSouth as a result of NEXTLINK's special requirements. These additional costs will be calculated consistent with the manner in which BellSouth calculates similar costs for its retail customers. BellSouth agrees to provide documentation supporting any such charges to NEXTLINK upon NEXTLINK's request.
- 1.3 For purposes of this Agreement, BellSouth's regular working hours are defined as follows:
- Monday - Friday - 8:00 a.m. - 6:00 p.m. (Excluding Holidays)
(Resale/UNE non-coordinated,
coordinated orders and order
coordinated-time specific)
- Saturday - 8:00 a.m. - 6:00 p.m. (Excluding Holidays)
(Resale/UNE non-coordinated
orders)
- 1.4 It is understood and agreed that BellSouth technicians involved in provisioning service to NEXTLINK 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 NEXTLINK 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 NEXTLINK, BellSouth will not assess NEXTLINK additional charges beyond the rates and charges specified in this Agreement.

2. Access to Operational Support Systems

2.1 BellSouth shall provide NEXTLINK access to the operations support systems described in this section through, including either electronic or manual interfaces, at NEXTLINK's option. Manual access shall be through the Local Carrier Service Center.

2.2 Pre-Ordering. BellSouth shall provide 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, customer record information. Access is provided through the Local Exchange Navigation System (LENS). Customer record information includes any and all customer-specific information including, but not limited to, customer specific information in CRIS and RSAG. NEXTLINK shall not view, copy or otherwise obtain access to the customer record information of any customer without that customer's permission. NEXTLINK shall comply with applicable laws, rules or regulations of the State in which the service is provided when obtaining access to customer record information.

2.3 Service Ordering and Provisioning. BellSouth shall provide electronic options for the exchange of ordering and provisioning information, including an Electronic Data Interchange (EDI) arrangement for resale requests and some unbundled Network Elements, including, but not limited to loops, ports, and interim number portability. As an alternative to the EDI arrangement, BellSouth shall provide through LENS an ordering and provisioning capability that is integrated with the LENS pre-ordering capability.

2.4 Service Trouble Reporting and Repair. Service trouble reporting and repair shall allow NEXTLINK to report and monitor service troubles and obtain repair services. BellSouth's service trouble reporting shall provide NEXTLINK the ability to report and monitor service troubles at parity to BellSouth's ability to report and monitor service troubles. BellSouth shall also provide NEXTLINK an estimated time to repair and an appointment time or a commitment time, as appropriate, on trouble reports. BellSouth shall provide two options for electronic trouble reporting. For exchange

services, BellSouth shall offer NEXTLINK access to the Trouble Analysis Facilitation Interface (TAFI). For individually designed services, BellSouth shall provide electronic trouble reporting through an electronic communications gateway. If NEXTLINK requests BellSouth to repair a trouble after normal working hours, NEXTLINK shall be billed the appropriate overtime charges associated with the work BellSouth performs after hours, pursuant to BellSouth's tariffs.

- 2.5 **Migration of NEXTLINK to New BellSouth Software Releases.** BellSouth shall issue new software releases for its electronic interfaces as needed to meet regulatory and industry requirements. NEXTLINK and BellSouth shall work cooperatively to migrate to any new electronic interface system releases. BellSouth shall continue to support NEXTLINK on old releases for 60 days after the date of the release. If NEXTLINK is unable or does not want to migrate within that time frame, NEXTLINK shall have the option of paying a mutually agreed upon fee to maintain the old platform. BellSouth shall comply with FCC and State commission notice requirements in providing NEXTLINK advance notice of the intended migration date to allow NEXTLINK to make the necessary changes to its systems and operations and enable NEXTLINK to migrate with BellSouth.

- 2.6 **Rates.** All costs incurred by BellSouth to develop and implement operational interfaces shall be recovered, on a competitively neutral basis and consistent with applicable state commission and FCC guidelines, from the carriers who utilize the services, including BellSouth and BellSouth affiliates.

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 NEXTLINK shall be held for a maximum of thirty (30) days from the date the order is placed on hold. After such time, if NEXTLINK wishes to reinstate an order, NEXTLINK may be required to submit a new service order.
- 3.2 **Single Point of Contact.** NEXTLINK shall be the single point of contact with BellSouth for ordering activity for unbundled Network Elements used by NEXTLINK to provide services to its end users, except that BellSouth may accept an order directly from another telecommunications carrier or BellSouth, acting with authorization of the affected end user. NEXTLINK 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 applicable to Presubscribed Interexchange Carrier (PIC) changes. Pursuant to such an order, BellSouth may disconnect any unbundled Network Elements associated with the service to be disconnected and being used by NEXTLINK to provide service to that end user and reuse such unbundled Network Elements or facilities to enable another telecommunications carrier to provide service to the end user. Where possible, BellSouth shall provide advance notice to NEXTLINK of such changes.

- 3.3 Use of Facilities. When a customer of any service provider elects to discontinue service from that service provider and transfer service to another provider, including BellSouth or NEXTLINK, BellSouth shall have the right to reuse the facilities provided to the initial service provider by BellSouth for service to that customer; provided that BellSouth has received a new order from the customer or the customer's new service provider, for a retail service, resale service, or for an unbundled Network Element, and the customer or the customer's new service provider has indicated that the order constitutes a transfer of service from NEXTLINK to another provider (i.e., the order is not simply for a new line or an additional line).
- 3.3.2 The order for retail service, resale service or unbundled Network Element may be for either exchange service or private line.
- 3.3.3 Upon receipt of a transfer of service order from a customer or the customer's new service provider, BellSouth shall do the following:
- 3.3.3.1 Provide notice to NEXTLINK of the transfer of service order. BellSouth shall use its best efforts to provide such notification to NEXTLINK in advance of processing the disconnect.
- 3.3.3.2 Process disconnect and reconnect orders to transfer the service, which shall be due dated using current interval guidelines.
- 3.3.3.3 Reuse the serving facility for the resale service or unbundled Network Element for the same customer at the same location. In no event shall BellSouth use facilities for which it is charging NEXTLINK.
- 3.4 Contact Numbers. The Parties agree to provide one another with toll-free contact numbers for the purpose of ordering, provisioning and maintenance of services.

3.5

Subscription Functions. In cases where BellSouth performs subscription functions for an interexchange carrier (i.e., PIC and LPIC changes via Customer Account Record Exchange (CARE)), BellSouth shall provide the affected interexchange 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.

Attachment 7

Connectivity Billing and Recording

CONNECTIVITY BILLING AND RECORDING**TABLE OF CONTENTS**

1. GENERAL	2
2. BILLABLE INFORMATION AND CHARGES	2
3. MEET POINT BILLING	3
4. MUTUAL COMPENSATION	6
5. LOCAL NUMBER PORTABILITY	7
6. ISSUANCE OF BILLS - GENERAL	7
7. ELECTRONIC TRANSMISSIONS	8
8. PAPER TRANSMISSIONS	9
9. TESTING REQUIREMENTS	9
10. PAYMENT OF CHARGES	10
11. BILLING DISPUTES	10
12. LATE PAYMENT CHARGES	11
13. ADJUSTMENTS	11
14. RECORDING OF CALL INFORMATION	12

CONNECTIVITY BILLING AND RECORDING

1. General

This Section describes the requirements for BellSouth to bill and record all charges NEXTLINK incurs for purchasing Local Services for resale and for Network Elements and Combinations, and to provide for Meet Point Billing and Mutual Compensation.

2. Billable Information and Charges

BellSouth shall bill and record in accordance with this Agreement those charges NEXTLINK incurs as a result of NEXTLINK purchasing from BellSouth Network Elements, and Local Services, as set forth in this Agreement. NEXTLINK shall use its Eastland system to bill BellSouth for transport and its M&A system to bill for switched access. NEXTLINK shall bill BellSouth for transport and switched access at the rates set forth in applicable NEXTLINK tariffs. BellSouth shall bill charges for interconnection and unbundled Network Elements, through the CABS or through the CRIS billing systems. BellSouth shall format each bill in CABS or in CRIS in accordance with CABS standards and CRIS specifications. The Parties have also agreed to specific elements of CRIS billing for Local Service Resale. Those elements are named in Exhibit A attached hereto and incorporated herein by this reference. Each bill shall set forth the quantity and description of each such Network Element, or Local Service provided and billed to NEXTLINK. All charges billed to NEXTLINK shall indicate the state from which such charges were incurred except in cross state boundary situations. BellSouth shall provide a listing of the current cross state boundary exchanges to NEXTLINK.

2.1 BellSouth shall provide NEXTLINK with bills in the CRIS/CLUB format, via paper or other mutually agreed upon medium, for those services purchased by NEXTLINK for resale and for the billing of non-design unbundled ports and loops, in accordance with the specifications and requirements set forth in Exhibit A to this Attachment.

2.2 BellSouth shall provide NEXTLINK a monthly bill that includes all charges incurred by and credits and/or adjustments due to NEXTLINK for those Network Elements, or Local Services ordered, established, utilized, discontinued or performed pursuant to this Agreement. Each bill provided by BellSouth to NEXTLINK shall include: (1) all non-usage sensitive charges incurred for the period beginning with the day after the current bill date and extending to, and including, the next bill date; (2) any known unbilled non-

usage sensitive charges for prior periods; (3) unbilled usage sensitive charges for the period beginning with the last bill date and extending through the current bill date; (4) any known unbilled usage sensitive charges for prior periods; and (5) any known unbilled adjustments.

- 2.3 The bill date, as defined herein, must be present on each bill transmitted by BellSouth to NEXTLINK, must be a valid calendar date, and not more than twelve (12) months old. Bills shall not be rendered for any charges which are incurred under this agreement on or before twelve (12) months preceding the bill date, except as otherwise permitted by law. In addition, on each bill where "jurisdiction" is identified, local and local toll charges shall be identified as "local" and not as interstate, interstate/interLata, intrastate, or intrastate/ intraLata. BellSouth shall provide from and through dates for charges rendered on all bills. In addition, BellSouth shall separately identify business charges from residence charges, as appropriate.
- 2.4 BellSouth shall bill NEXTLINK for each Network Element or Local Service, supplied by BellSouth to NEXTLINK pursuant to this Agreement at the rates set forth in this Agreement. BellSouth shall bill NEXTLINK based on the actual charges incurred; provided, however, where BellSouth is unable to identify the actual charge information for those usage-based charges because the jurisdiction (i.e., interstate, interstate/interLATA, intrastate, intrastate/intraLATA, local) of the traffic is unidentifiable, the Parties shall bill based on the PIU/PLU set forth in Attachment 3. Measurement of usage-based charges shall be in actual conversation seconds. The total conversation seconds per chargeable traffic types shall be totaled for the entire monthly bill cycle and then rounded to the next whole minute.
- 2.5 Each Party shall provide the other Party, at no additional charge, a contact person for the handling of any billing questions or problems that may arise during the implementation and performance of the terms and conditions of this Attachment. Billing questions subsequent to implementation shall be directed to the billing specialist in the Local Carrier Service Center (LCSC) for CRIS billing and through the Interexchange Carrier Service Center (ICSC) for CABS-related issues.

3. Meet Point Billing

- 3.1 Where appropriate for unbundled Network Elements, NEXTLINK and BellSouth shall establish meet-point billing ("MPB") arrangements in accordance with the Meet-Point Billing guidelines adopted by and contained in the OBF's MECAB and MECOD documents, except as modified herein. Both Parties shall use their best reasonable efforts, individually and collectively, to maintain provisions in their respective federal and state

access tariffs, and/or provisions within the National Exchange Carrier Association ("NECA") Tariff No. 4, or any successor tariff to reflect the MPB arrangements identified in this Agreement, in MECAB and in MECOD.

- 3.2 NEXTLINK and BellSouth shall implement the "Multiple Bill/Multiple Tariff" option in order to bill any interexchange carrier ("IXC") for that portion of the Network Elements provided by NEXTLINK or BellSouth. For all traffic carried over the MPB arrangement, NEXTLINK and BellSouth shall bill each other all applicable elements at the rates specified in this Agreement.
- 3.3 BellSouth shall provide to NEXTLINK the billing name, billing address, and carrier identification code ("CIC") of the IXCs that may utilize any portion of NEXTLINK's network in an NEXTLINK/BellSouth MPB arrangement in order to comply with the MPB Notification process as outlined in the MECAB document. Such information shall be provided to NEXTLINK in the format and via the medium that the Parties agree. If BellSouth does not have a CIC for any IXC that will utilize a portion of NEXTLINK's network in an NEXTLINK/BellSouth MPB arrangement, and for whom BellSouth must supply to NEXTLINK MPB billing information, BellSouth shall assist such carrier in obtaining a CIC expeditiously. Until such carrier has obtained a CIC, BellSouth will submit BellSouth's CIC on those MPB records provided to NEXTLINK for MPB. BellSouth understands and agrees that it will be solely responsible for obtaining any reimbursements from those carriers who have utilized the jointly provided networks of BellSouth and NEXTLINK.
- 3.4 BellSouth and NEXTLINK agree that in an MPB arrangement where one Party provides local transport and the other Party provides the end office switching, the Party who provides the end office switching is entitled to bill any residual interconnection charges ("RIC") and common carrier line ("CCL") charges associated with the traffic. The Parties further agree that in those MPB situations where one Party sub-tends the other Party's access tandem, the Party providing the access tandem is only entitled to bill the access tandem fee and any associated local transport charges. The Parties also agree that the Party who provides the end office switching is entitled to bill end office switching fees, local transport charges, RIC and CCL charges, as appropriate, and such other applicable charges.
- 3.5 BellSouth and NEXTLINK shall record and transmit MPB information in accordance with the standards and in the format set forth in this Attachment. BellSouth and NEXTLINK shall coordinate and exchange the billing account reference ("BAR") and billing account cross reference ("BACR") numbers for the MPB arrangements described in this Agreement. Each Party shall notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number.

- 3.6 Unless stated otherwise below, if MPB data is not processed and delivered by either BellSouth or NEXTLINK and sent to the other Party within ten (10) days of their recording, and in turn such Party is unable to bill the IXC for the appropriate charges, the Party who failed to deliver the data shall be held liable for the amount of the unbillable charges. When the subsequent billing company ("SBC") is the recording company, they shall provide the initial billing company ("IBC") the detail billing records on a weekly basis (within five (5) days). If the IBC is the recording company, detail billing record exchange is not necessary. The IBC shall provide the SBC the summary billing records within ten (10) days from the IBC bill date. The Party who failed to deliver the data will be held liable for the amount of the unbillable charges.
- 3.7 If MPB data is not submitted within ten (10) days of their recording or is not in the proper format as set forth in this Agreement, and if as a result the other Party is delayed in billing the IXC for the appropriate charges it incurs, the delaying Party shall pay the other Party a late MPB data delivery charge which will be the total amount of the delayed charges times the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the date the MPB charges should have been received to and including the date the MPB charge information is actually received.
- 3.8 Errors in MPB data exchanged by the Parties may be discovered by NEXTLINK, BellSouth or the billable IXC. NEXTLINK and BellSouth shall provide each other with notification of any discovered errors within two (2) business days of the discovery. The other Party shall correct the error within fifteen (15) business days of notification and resubmit the data. In the event the errors cannot be corrected within the time period specified above, the erroneous data shall be considered lost. If MPB data is lost due to incorrectable errors or otherwise, the Parties shall follow the procedures set forth in the Customer Billing Data Attachment of this Agreement and compensate the other for the lost MPB billing data.
- 3.9 In the event NEXTLINK purchases from BellSouth Network Elements in a LATA other than the LATA to or from which the MPB services are homed and in which BellSouth operates an access tandem, BellSouth shall, except in instances of capacity limitations, permit and enable NEXTLINK to sub-tend the BellSouth access tandem switch(es) nearest to the NEXTLINK rating point(s) associated with the NPA-NXX(s) to/from which the MPB services are homed. In instances of capacity limitation at a given access tandem switch, NEXTLINK shall be allowed to sub-tend the next-nearest BellSouth access tandem switch in which sufficient capacity is available. The MPB percentages for each new rating point/access tandem pair shall be calculated in accordance with MECAB and MECOD.

- 3.10 Neither NEXTLINK nor BellSouth shall charge the other for the services rendered, or for information provided pursuant to Section 3 of this Attachment except those MPB charges specifically set forth herein. Both Parties will provide the other a single point of contact to handle any MPB questions.

4. Mutual Compensation

- 4.1 The Parties shall bill each other reciprocal compensation in accordance with the standards set forth in this Agreement for Local Traffic terminated to the other Party's customer. Such Local Traffic shall be recorded and transmitted to NEXTLINK and BellSouth in accordance with this Attachment. When a NEXTLINK customer originates traffic and NEXTLINK sends it to BellSouth for termination, NEXTLINK shall determine whether the traffic is local or intraLATA toll. When a BellSouth customer originates traffic and BellSouth sends it to NEXTLINK for termination, BellSouth shall determine whether the traffic is local or intraLATA toll. Each Party shall provide the other with information that will allow it to distinguish local from intraLATA toll traffic. At a minimum, each Party shall utilize NXX's in such a way that the other Party shall be able to distinguish local from intraLATA toll traffic. When NEXTLINK interconnects with BellSouth's network for the purpose of completing local and intraLATA toll traffic, NEXTLINK shall, at its option, interconnect at either the tandem or end office switch to complete such calls paying local interconnection rates for its customers' local calls and switched access rates for its customers' intraLATA toll calls. Such interconnection shall be ordered as needed by NEXTLINK to complete such local and intraLATA toll calls. Further, the Local Traffic exchanged pursuant to this Attachment shall be measured in billing minutes of use and shall be in actual conversation seconds. The total conversation seconds per chargeable traffic type will be totaled for the entire monthly billing cycle and then rounded to the next whole conversation minute.
- 4.2 Where facilities are leased from BellSouth or NEXTLINK for the purposes of interconnecting the two networks, the leasing party shall pay the facilities charges as set forth in Attachment 12 of this Agreement. If either Party desires to lease a facility where there is no rate set forth in Attachment 12, the Parties shall negotiate a mutually acceptable rate and amend Attachment 12 to reflect the new facility being offered and the appropriate charge. If the Parties cannot agree to a rate, either Party may seek dispute resolution as set forth in the General Terms and Conditions of this Agreement.

5. Local Number Portability

- 5.1 When an IXC terminates an interLATA or intraLATA toll call to a NEXTLINK local exchange customer whose telephone number has been ported from BellSouth, the Parties agree that NEXTLINK shall receive those IXC access charges associated with end office switching, local transport, RIC and CCL, as appropriate. BellSouth shall receive access tandem fees, dedicated and common transport charges, only to the extent those functions are provided by BellSouth, and any INP fees (i.e., such as RCF charges) set forth in this Agreement. When a call for which access charges are not applicable is terminated to a NEXTLINK local exchange customer whose telephone number has been ported from BellSouth, and is terminated on NEXTLINK's own switch, the Parties agree that the mutual compensation arrangements described in this Agreement shall apply.

6. Issuance of Bills - General

- 6.1 BellSouth and NEXTLINK shall issue all bills in accordance with the terms and conditions set forth in this Section. BellSouth and NEXTLINK shall establish monthly billing dates ("Bill Date") for each Billing Account Number ("BAN"), as further defined in the CABS document or CRIS elements set forth in Exhibit A as appropriate. On bills BellSouth renders to NEXTLINK, BANs shall be 13 character alpha/numeric. The Bill Date shall be the same day, month to month for all BANs. NEXTLINK shall request and BellSouth shall provide at least one (1) BAN per state. Notwithstanding the foregoing, NEXTLINK and BellSouth may mutually agree that, for reasonable business practices, NEXTLINK may request more than one BAN per state, which request shall not be unreasonably withheld. The bill date will be the same day, month to month for all BANs. Each BAN shall remain constant from month to month, unless changed as agreed to by the Parties. Each Party shall provide the other Party at least thirty (30) calendar days written notice prior to changing, adding or deleting a BAN. The Parties shall provide one billing invoice associated with each BAN. Each invoice must contain an invoice number (which will vary from month to month). The bill date is the only varying invoice number available on the Resale bill. On each bill associated with a BAN, the appropriate invoice number and the charges contained on such invoice must be reflected. All bills must be received by the other Party no later than ten (10) calendar days from Bill Date and at least twenty (20) calendar days prior to the payment due date (as described in this Attachment), whichever is earlier. Any bill received on a Saturday, Sunday or a day designated as a holiday by the Chase Manhattan Bank of New York (or such other bank as NEXTLINK shall specify), will be deemed received the next business day. If either Party fails to receive billing data

and information within the time period specified above, the payment due date will be extended by the number of days the bill is late.

- 6.2 BellSouth and NEXTLINK shall issue all CABS bills containing such billing data and information in accordance with CABS Version 26.0, Issue 4, or such later versions of CABS as are published by BellCore, or its successor, except that if the Parties enter into a meet-point billing arrangement, such billing data and information shall also conform to the standards set forth in the MECAB document, or such later versions as are adopted by BellCore, or its successor. To the extent that there are no CABS or MECAB standards governing the formatting of certain data, such data shall be issued in the format specified by NEXTLINK.
- 6.3 When the Parties commence transmitting billing information electronically, to avoid transmission failures or the receipt of billing information that cannot be processed and to assist the Parties in resolving any conflicts that may arise between the official bills and other bills received via a different media which purportedly contain the same charges as are on the official bill, the Parties shall provide each other with their respective process specifications and notice as to the designation of the official bill. Each Party shall comply with the mutually acceptable billing processing specifications of the other. NEXTLINK and BellSouth shall provide each other reasonable notice if a billing transmission is received that does not meet such Party's specifications or that such Party cannot process. Such transmission shall be corrected and resubmitted to the other Party, at the resubmitting Party's sole expense, in a form that can be processed. The payment due date for such resubmitted transmissions shall be twenty (20) days from the date that the transmission is received in a form that can be processed and that meets the specifications set forth in this Attachment.
- 6.4 If either Party requests an additional copy(ies) of a bill, such Party shall pay the other Party a reasonable fee per additional bill copy, unless such copy was requested due to errors, omissions, corrections or the failure of the transmission to comply with the specifications set forth in this Agreement.

7. Electronic Transmission

- 7.1 BellSouth and NEXTLINK shall cooperate to design and implement mutually compatible electronic transmission processes. Such processes shall be consistent with guidelines developed by industry standard setting groups.

8. Paper Transmissions

- 8.1 Billing information and data contained on paper for payment shall be sent to the Parties at the following locations.

To NEXTLINK:

Paper Transmissions via U.S. Mail:	105 Molloy Street, Suite 300 Nashville, TN 37201 ATTN: Greg Breetz
Paper Transmissions via Overnight Delivery:	105 Molloy Street, Suite 300 Nashville, TN 37201 ATTN: Greg Breetz

To BellSouth:

Paper Transmissions: via U.S. Mail or Overnight Delivery	Interconnection Purchasing Center 600 North 19 th Street, 13-A Birmingham, AL 35203 Attn: Operations Director
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9. Testing Requirements

- 9.1 Within thirty (30) days of the agreement between BellSouth and NEXTLINK to begin transmitting and receiving billing data in an electronic format, BellSouth shall send to NEXTLINK bill data in the appropriate mechanized format (i.e., CABS or CRIS) for testing to ensure that bills can be processed and that bills comply with the requirements of this Attachment 7. After receipt of the test data from BellSouth, NEXTLINK shall notify BellSouth if the billing transmission meets NEXTLINK's testing specifications. If the transmission fails to meet NEXTLINK's testing specifications, BellSouth shall make the necessary corrections. At least three (3) sets of testing data must meet NEXTLINK's testing specifications prior to BellSouth sending NEXTLINK a mechanized production bill for the first time via electronic transmission or tape. Thereafter, BellSouth shall begin sending NEXTLINK mechanized production bills on the next Bill Date, or within ten (10) days, whichever is later.

- 9.2 At least thirty (30) days prior to changing mechanized formats (e.g., CABS), BellSouth shall send to NEXTLINK bill data in the appropriate mechanized format for testing to ensure that the bills can be processed and that the bills comply with the requirements of this Attachment. BellSouth shall not send NEXTLINK bill data in the new mechanized format until such bill data has met the testing specifications as set forth in this subsection.
- 9.3 BellSouth shall provide to NEXTLINK's Company Manager, located at 105 Molloy Street, Suite 300, Nashville, TN 37201, BellSouth's originating or state level company code so that it may be added to NEXTLINK's internal tables at least thirty (30) calendar days prior to testing or prior to a change in BellSouth's originating or state level company code.

10. Payment of Charges

- 10.1 Subject to the terms of this Agreement, NEXTLINK and BellSouth shall pay each other within thirty (30) calendar days from the Bill Date, or twenty (20) calendar days from the receipt of the bill, whichever is later. If the payment due date is a Sunday or is a Monday that has been designated a bank holiday by the Chase Manhattan Bank of New York (or such other bank as NEXTLINK specifies), payment shall be made the next business day. If the payment due date is a Saturday or is on a Tuesday, Wednesday, Thursday or Friday that has been designated a bank holiday by NEXTLINK's bank, payment shall be made on the preceding business day.
- 10.2 NEXTLINK shall provide BellSouth with one address to which such payments shall be rendered and BellSouth will provide to NEXTLINK with only one address to which such payments shall be rendered. In the event NEXTLINK receives multiple bills from BellSouth which are payable on the same date, NEXTLINK may remit one payment for the sum of all bills payable to BellSouth's bank account specified in this subsection. Each Party shall provide the other Party with a contact person for the handling of billing payment questions or problems.

11. Billing Disputes

- 11.1 Each Party shall notify the other Party upon the discovery of a billing dispute. In the event of a billing dispute, the Parties shall 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.

- 11.1.1 If the dispute is not resolved within sixty (60) days of the Bill Date, the dispute shall 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 shall be escalated to the third level of management for each of the respective Parties for resolution.
- 11.1.2 If the dispute is not resolved within one hundred and twenty (120) days of the Bill Date, the dispute shall be escalated to the fourth level of management for each of the respective Parties for resolution.
- 11.1.3 If the dispute is not resolved within one hundred and fifty (150) days of the Bill Date, the dispute shall be resolved in accordance with the procedures set forth in the General Terms and Conditions of this Agreement.
- 11.2 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. In no event, however, shall any late payment charges be assessed on any previously assessed late payment charges.

12. Late Payment Charges

If any portion of the payment is received by a Party after the payment due date, or if any portion of the payment is received by a Party in funds that are not immediately available to that Party, then a late payment penalty shall be due that Party. The late payment penalty shall be the portion of the payment not received by the payment due date times a late factor. The late factor shall be as set forth in Section A2 of BellSouth's General Subscriber Service Tariff, Section B2 of BellSouth's Private Line Service Tariff, or Section E2 of BellSouth's Intrastate Access Tariff.

13. Adjustments

Subject to the terms of this Attachment, BellSouth shall reimburse NEXTLINK for incorrect billing charges; overcharges; Local Services, Network Elements, or any Combination thereof, ordered or requested but not delivered; interrupted Local Services associated with any Element, or combination thereof, ordered or requested; Local Services, Network Elements, or Combination thereof, of poor quality; and installation problems if caused by BellSouth. Such reimbursements shall be set forth in the appropriate section of the CABS or CRIS bill.

14. Recording of Call Information

- 14.1 Where Telecommunications Services are being resold or unbundled Network Elements are being utilized, the Parties shall record call information in accordance with the ODUF Agreement contained in Attachment 8. To the extent technically feasible, each Party shall record and process the usage sensitive call detail information associated with the other Party's local exchange customer. The call records for the charged number shall be provided at a Party's request and shall be formatted pursuant to BellCore standards and the terms and conditions of the ODUF Agreement contained in Attachment 8. BellSouth and NEXTLINK shall retain, at each Party's sole expense, copies of all AMA transmitted to the other Party for at least seven (7) calendar days after transmission to the other Party.
- 14.2 The Parties shall provide each other a single person to contact regarding any data exchange problems.

Exhibit A

**REQUIREMENTS FOR NON-CABS BILLING
OF
NEXTLINK LOCAL SERVICE RESALE**

NEXTLINK and BellSouth shall comply with the following requirements for non-CABS billing for Local Service Resale:

- BellSouth shall provide a 13 character alpha-numeric Billing Account Number (BAN)
- BellSouth shall provide one (1) bill cycle for all BANs / RAOs.
- BellSouth shall render the bill within ten (10) days of the bill date
- NEXTLINK shall render payment 30 days from the bill date or 20 days from the date the bill is received, whichever is greater
- NEXTLINK shall render payment via wire transfer to the existing billing address when applicable
- BellSouth shall render billing for PIC charges separately
- BellSouth shall bill monthly service charges in advance of the bill date
- BellSouth shall bill usage charges in arrears of the bill date
- BellSouth shall identify all charges by incurred state except in cross boundary situations
- All local billing is considered jurisdiction '5'
- BellSouth shall uniquely identify the local billing BANs as Type Of Account 'Q'
- BellSouth shall separately identify business and residence charges BellSouth shall provide From and Through dates for all local billing

Exhibit B

BELLSOUTH LOCAL CARRIER SERVICE CENTER (LCSC) ESCALATION LIST

LOCAL CARRIER SERVICE CENTER

Telephone Numbers	Office800-872-3116 Local Service Requests, LSR Questions, Billing Inquiries and General Assistance Fax Number800-872-7059 All Forms
Managers	Director Virginia Fudge.....770-986-2092
Mailing Address	Local Carrier Service Center (LCSC) BellSouth Room D-20 5147 Peachtree Industrial Boulevard Chamblee, GA 30341
Hours of Operation	Twenty-Four Hours per Day / Seven Days per Week
Holidays Observed	New Years Day Memorial Day Independence Day Labor Day Thanksgiving Day Christmas Day

Escalation Process

The Parties shall develop a long-term escalation process. In the interim, NEXTLINK shall escalate any billing discrepancies to the BellSouth LCSC Manager. If resolution is not attained within 30 days, NEXTLINK shall escalate the discrepancy to the BellSouth Director. If the billing discrepancy is not resolved within 30 days, NEXTLINK shall obtain the name and number of the next level manager from the BellSouth Director and continue escalating until a resolution is reached.

Attachment 8

Optional Daily Usage File Agreement

Optional Daily Usage File Agreement

SECTION 1. SCOPE OF AGREEMENT

- 1.01 This agreement shall apply to the service of the Optional Daily Usage File (ODUF) as provided by BellSouth to NEXTLINK. The specifications, terms and conditions for the provisions of this service are outlined in the Exhibit A to this Agreement.

SECTION 2. DEFINITIONS

2.01

- A. Compensation is the amount of money due from NEXTLINK to BellSouth for services provided under this Agreement.
- B. Optional Daily Usage File (ODUF) is the compilation of messages or copies of messages in standard Exchange Message Interface (EMI) format exchanged from BellSouth to NEXTLINK.
- C. Exchange Message Interface is the nationally administered standard format for the exchange of data within the telecommunications industry.
- D. Message Distribution is routing determination and subsequent delivery of message data from one company to another.

SECTION 3. RESPONSIBILITIES OF THE PARTIES

- 3.01 ODUF service provided to NEXTLINK 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 BellSouth may request from time to time. BellSouth and NEXTLINK shall mutually agree upon an implementation date for any such revisions; provided that such advance notice of implementation shall not exceed ninety (90) days.
- 3.02 NEXTLINK shall furnish all relevant information required by BellSouth for the provision of the Optional Daily Usage File.

SECTION 4. COMPENSATION ARRANGEMENTS

- 4.01 Applicable compensation amounts will be billed by BellSouth to NEXTLINK on a monthly basis in arrears. Amounts due from NEXTLINK to BellSouth (excluding adjustments) are payable within 30 days of the date of the billing statement.

SECTION 5. ASSOCIATED EXHIBIT

- 5.01 Listed below is the exhibit associated with this Agreement, incorporated herein by this reference.

Exhibit A Optional Daily Usage File (ODUF)

- 5.02 From time to time by written agreement of the parties, new exhibits may be substituted for the attached Exhibit A, superseding and canceling the Exhibit(s) then in effect.

SECTION 6. TERM OF AGREEMENT

- 6.01 This Agreement and its attachment(s) are effective _____ and will continue in force until terminated, with or without cause, by thirty (30) days prior notice in writing from either party to the other. This Agreement may be amended from time to time upon written agreement of the parties.

SECTION 7. NOTICES

- 7.01 Any notices required by or concerning this Agreement shall be sent via facsimile and overnight courier to the Parties at the addresses shown below:

CLEC Account Manager
BellSouth Telecommunications, Inc.
South E4E1
3535 Colonnade Parkway
Birmingham, Alabama 35243

- 7.02 Each Party shall inform the other of any changes in the above addresses.

Executed this _____ day of _____, 1998.

WITNESS:

NEXTLINK

(Title)

WITNESS:

BELLSOUTH TELECOMMUNICATIONS, INC

(Title)

Exhibit A Optional Daily Usage File

1. Scope of the Exhibit

- 1.1 Upon written request from NEXTLINK, BellSouth will provide the Optional Daily Usage File service to NEXTLINK pursuant to the rates, terms and conditions set forth in this exhibit.

2. General Information

- 2.1 NEXTLINK shall furnish all relevant information required by BellSouth for the provision of the Optional Daily Usage File.
- 2.2 The Optional Daily Usage File will contain billable messages, that were carried over the BellSouth Network and processed in the CRIS Billing System, but billing to a NEXTLINK customer. The Optional Daily Usage Feed also includes operator handled calls originating from NEXTLINK subscriber lines and purchasing Operator Services from BellSouth. Charges for delivery of the Optional Daily Usage File will appear on NEXTLINK's monthly bills. Charges for the ODUF will be as follows:

	ODUF Recording - Per Message (unbundled Op. Serv. msgs only)	ODUF Message Processing - Per Message	ODUF Magnetic Tape Distribution, Per Tape	ODUF CONNECT Direct Distribution Per Message
Alabama	\$0.008	\$0.004	\$54.95	\$0.001
Florida	\$0.008	\$0.004	\$54.95	\$0.001
Georgia	\$0.008	\$0.004	\$54.95	\$0.001
Kentucky*	\$0.0008611	\$0.0032357	\$55.68	\$0.0000365
Louisiana*	\$0.00019	\$0.00240	\$47.30	\$0.00003
Mississippi	\$0.008	\$0.004	\$54.95	\$0.001
N. Carolina	\$0.008	\$0.004	\$54.95	\$0.001
S. Carolina	\$0.008	\$0.004	\$54.95	\$0.001
Tennessee	\$0.008	\$0.004	\$54.95	\$0.001

* Rates ordered by the respective state Commissions.

- 2.3 All messages provided with the Optional Daily Usage File will be in the standard Bellcore EMI record format.
- 2.4 Messages that error in the billing system of NEXTLINK will be the responsibility of NEXTLINK. If, however, NEXTLINK should encounter significant volumes of errored messages that prevent processing by NEXTLINK within its systems, BellSouth will work with NEXTLINK to determine the source of the errors and the appropriate resolution.

3. Usage To Be Transmitted

- 3.1 The following messages recorded by BellSouth will be transmitted to NEXTLINK:
- 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
- 3.2 Rated Incollects (originated in BellSouth and from other companies) can also be on ODUF. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.
- 3.3 BellSouth will perform duplicate record checks on records processed to the Optional Daily Usage File. Any duplicate messages detected will be dropped and not sent to NEXTLINK.
- 3.4 In the event that NEXTLINK detects a duplicate on the Optional Daily Usage File they receive from BellSouth, NEXTLINK will drop the duplicate message (CLEC will not return the duplicate to BellSouth).
- 3.5 If either Party determines that duplicate records have been transmitted and billed to NEXTLINK, the Party who made that determination shall contact the other Party and mutually agree as to the actual number of duplicate records transmitted. BellSouth shall adjust NEXTLINK's settlements by crediting NEXTLINK an amount equal to the number of duplicate messages multiplied by the message rate.

- 3.6 If either Party determines that duplicate records have been transmitted and billed to BellSouth, the Party who made that determination shall contact the other Party and mutually agree as to the actual number of duplicate records transmitted. NEXTLINK shall adjust BellSouth's settlements by crediting BellSouth an amount equal to the number of duplicate messages multiplied by the message rate.

4. File Characteristics and Transmission Method

- 4.1 The Optional Daily Usage Feed will be distributed to NEXTLINK via an agreed upon medium with CONNECT:Direct being the preferred transport method. The ODUF will be a variable block format (2476) with an LRECL of 2472. The data on the ODUF 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 one dataset per workday.
- 4.2 Data circuits (private line or dial-up) may be required between BellSouth and NEXTLINK for the purpose of data transmission. Where a dedicated line is required, NEXTLINK will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. NEXTLINK 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 NEXTLINK. Additionally, all message toll charges associated with the use of the dial circuit by NEXTLINK will be the responsibility of NEXTLINK. 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 NEXTLINK end for the purpose of data transmission will be the responsibility of NEXTLINK.

5. Packing Specifications

- 5.1 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.
- 5.2 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 NEXTLINK which BellSouth RAO is sending the message. BellSouth and NEXTLINK will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by NEXTLINK and resend the data as appropriate.

The data will be packed using Bellcore EMI records.

6. Pack Rejection

- 6.1 NEXTLINK 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). NEXTLINK will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and/or retransmitted to NEXTLINK by BellSouth.

7. Control Data

NEXTLINK will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate NEXTLINK received the pack and the acceptance or rejection of the pack. Pack status Code(s) will be populated using standard Bellcore EMI codes for packs that were rejected by NEXTLINK for reasons stated in the above section.

8. Testing

- 8.1 Upon request from NEXTLINK, BellSouth shall send test file(s) to NEXTLINK 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 NEXTLINK set up a production (LIVE) file. The live test may consist of the NEXTLINK's employees making test calls for the types of services that NEXTLINK wants to see on the ODUF. These test calls are logged by NEXTLINK, and the logs are provided to BellSouth. The logs will be used to verify the files.

Attachment 9

Rights-of-Way, Conduits and Pole Attachments

LICENSE AGREEMENT

for

RIGHTS OF WAY (ROW), CONDUITS, AND POLE ATTACHMENTS

Dated: _____, _____

Between

BELLSOUTH TELECOMMUNICATIONS, INC.
(Licensor)

And

NEXTLINK Tennessee, Inc.
(Licensee)

Licensee desires to conduct business in the following area(s):

☐ AL ☐ KY ☐ LA ☐ MS ☒ TN ☐ FL ☐ GA ☐ NC ☐ SC

or

☐ BellSouth Region

BELLSOUTH License Agreement Number -

This agreement supercedes any and all existing agreements (City Signal, etc.) utilized by Nextlink in Tennessee to access BellSouth's structures.

C O N T E N T S

SECTION		PAGE
1	Definitions	1
2	Scope of Agreement	5
3	Requirements and Specifications	9
4	Additional Legal Requirements	16
5	Facilities and Licenses	17
6	Make-Ready Work	18
7	Application Forms and Fees	19
8	Processing of Applications	22
9	Issuance of Licenses	24
10	Construction of Licensee's Facilities	25
11	Use and Routine Maintenance of Licensee's Facilities	27
12	Modification and Replacement of Licensee's Facilities	29
13	Rearrangement of Facilities at request of Another	29
14	Emergency Repairs and Pole Replacements	31
15	Inspection by BellSouth of Licensee's Facilities	31
16	Notice of Noncompliance	32
17	Unauthorized Occupancy or Utilization of BellSouth's Facilities	33
18	Removal of Licensee's Facilities	34
19	Fees, Charges, and Billing	34
20	Advance Payment and Imputation	35
21	Assurance of Payment	35
22	Insurance	36
23	Authorization Not Exclusive	36
24	Assignment of Rights	37
25	Failure to Enforce	37
26	Term of Agreement	37
27	Supersedure of Agreement(s)	38

APPENDICES

- I Schedule of Fees, Charges, and Attachment Transfer Rate Schedule
- II Records Maintenance Centers

EXHIBITS

- I Administrative Forms and Notices

RIGHTS OF WAY (ROW), CONDUITS AND POLE ATTACHMENTS

This Agreement sets forth the terms and conditions under which BellSouth shall afford to Licensee access to BellSouth's poles, ducts, conduits and rights-of-way, pursuant to the Act.

1. DEFINITIONS

Definitions in General. Except as the context otherwise requires, the terms defined in this Section shall, as used herein, have the meanings set forth in 1.1 through 1.29.

- 1.1 Anchor. The term "anchor" refers to a device, structure, or assembly which stabilizes a pole and holds it in place. An anchor assembly may consist of a rod and fixed object or plate, typically embedded in the ground, which is attached to a guy strand or guy wire, which, in turn, is attached to the pole. The term "anchor" does not include the guy strand which connects the anchor to the pole and includes only those anchors which are owned by BellSouth, as distinguished from anchors which are owned and controlled by other persons or entities.
- 1.2 Anchor/guy strand. The term "anchor/guy strand" refers to supporting wires, typically stranded together, or other devices attached to a pole and connecting that pole to an anchor or to another pole for the purpose of increasing pole stability. The term "anchor/guy strand" includes, but is not limited to, strands sometimes referred to as "anchor strands," "down guys," "guy strands," and "pole-to-pole guys."
- 1.3 Communications Act of 1934. The terms "Communications Act of 1934" and "Communications Act" refer to the Communications Act of June 19, 1934, 48 Stat. 1064, as amended, including the provisions codified as 47 U.S.C. Sections 151 et seq. The Communications Act includes the Pole Attachment Act of 1978, as defined in 1.23 following.
- 1.4 Assigned. The term "assigned", when used with respect to conduit or duct space or pole attachment space, refers to any space in such conduit or duct or on such pole that is occupied by a telecommunications service provider or a municipal or other governmental authority. To ensure the judicious use of poles and conduits, space "assigned" to a telecommunications service provider must be physically occupied by the service provider, be it BellSouth or a new entrant, within twelve (12) months of the space being "assigned".
- 1.5 Available. The term "available", when used with respect to conduit or duct space or pole attachment space, refers to any usable space in such conduit or duct or on such pole not assigned to a specific provider at the applicable time.
- 1.6 Conduit occupancy. The terms "conduit occupancy" and "occupancy" refer to the presence of wire, cable, optical conductors, or other facilities within any portion of BellSouth's conduit system.

- 1.7 Conduit system. The term "conduit system" refers to any combination of ducts, conduits, manholes, and handholes joined to form an integrated whole. In this Agreement, the term refers to conduit systems owned or controlled by BellSouth.
- 1.8 Cost. The term "cost" as used herein refers to charges made by BellSouth to Licensee for specific work performed, and shall be (a) the actual charges made by subcontractors to BellSouth for work and/or, (b) if the work was performed by BellSouth employees, the rates set forth in the Price Schedule of the General Terms and Conditions of BellSouth.
- 1.9 Duct. The term "duct" refers to a single enclosed tube, pipe, or channel for enclosing and carrying cables, wires, and other facilities. As used in this Agreement, the term "duct" includes "inner ducts" created by subdividing a duct into smaller channels.
- 1.10 Facilities. The terms "facility" and "facilities" refer to any property or equipment utilized in the provision of telecommunication services.
- 1.11 The acronym "FCC" refers to the Federal Communications Commission.
- 1.12 Inner-Duct. The term "inner-duct" refers to a pathway created by subdividing a duct into smaller channels.
- 1.13 Joint User. The term "joint user" refers to a utility which has entered into an agreement with BellSouth providing reciprocal rights of attachment of facilities owned by each party to the poles, ducts, conduits and rights-of-way owned by the other party.
- 1.14 Licensee. The term "licensee" refers to a person or entity which has entered or may enter into an agreement or arrangement with BellSouth permitting such person or entity to place its facilities in BellSouth's conduit system or attach its facilities to BellSouth's poles or anchors.
- 1.15 Lashing. The term "lashing" refers to the attachment of a licensee's sheath or inner-duct to a supporting strand.
- 1.16 License. The term "license" refers to any license issued pursuant to this Agreement and may, if the context requires, refer to conduit occupancy or pole attachment licenses issued by BellSouth prior to the date of this Agreement.

- 1.17 Make-Ready work. The term "make-ready work" refers to all work performed or to be performed to prepare BellSouth's conduit systems, poles or anchors and related facilities for the requested occupancy or attachment of Licensee's facilities. "Make--Ready work" includes, but is not limited to, clearing obstructions (e.g., by "rodding" ducts to ensure clear passage), the rearrangement, transfer, replacement, and removal of existing facilities on a pole or in a conduit system where such work is required solely to accommodate Licensee's facilities and not to meet BellSouth's business needs or convenience. "Make--Ready work" may require "dig-ups" of existing facilities and may include the repair, enlargement or modification of BellSouth's facilities (including, but not limited to, conduits, ducts, handholes and manholes) or the performance of other work required to make a pole, anchor, conduit or duct usable for the initial placement of Licensee's facilities.
- 1.18 Manhole. The term "manhole" refers to an enclosure, usually below ground level and entered through a hole on the surface covered with a cast iron or concrete manhole cover, which personnel may enter and use for the purpose of installing, operating, and maintaining facilities in a conduit.
- 1.19 Occupancy. The term "occupancy" shall refer to the physical presence of telecommunication facilities in a duct, on a pole, or within a Right-of-way.
- 1.20 Person acting on Licensee's behalf. The terms "person acting on Licensee's behalf," "personnel performing work on Licensee's behalf," and similar terms include both natural persons and firms and ventures of every type, including, but not limited to, corporations, partnerships, limited liability companies, sole proprietorships, and joint ventures. The terms "person acting on Licensee's behalf," "personnel performing work on Licensee's behalf," and similar terms specifically include, but are not limited to, Licensee, its officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, and other persons or entities performing services at the request of or as directed by Licensee and their respective officers, directors, employees, agents, and representatives.
- 1.21 Person acting on BellSouth's behalf. The terms "person acting on BellSouth's behalf," "personnel performing work on BellSouth's behalf," and similar terms include both natural persons and firms and ventures of every type, including but not limited to corporations, partnerships, limited liability companies, sole proprietorships, and joint ventures. The terms "person acting on BellSouth's behalf," "personnel performing work on BellSouth's behalf," and similar terms specifically include, but are not limited to, BellSouth, its officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, and other persons or entities performing services at the request or on behalf of BellSouth and their respective officers, directors, employees, agents, and representatives.

- 1.22 Pole. The term "pole" refers to both utility poles and anchors but only to those utility poles and anchors owned or controlled by BellSouth, and does not include utility poles or anchors with respect to which BellSouth has no legal authority to permit attachments by other persons or entities.
- 1.23 Pole Attachment Act. The terms "Pole Attachment Act" and "Pole Attachment Act of 1978" refer to those provisions of the Communications Act of 1934, as amended, now codified as 47 U.S.C. § 224.
- 1.24 Prelicense survey. The term "prelicense survey" refers to all work and activities performed or to be performed to determine whether there is adequate capacity on a pole or in a conduit or conduit system (including manholes and handholes) to accommodate Licensee's facilities and to determine what make-ready work, if any, is required to prepare the pole, conduit or conduit system to accommodate Licensee's facilities.
- 1.25 Right of Way (ROW). The term "right of way" refers to the right to use the land or other property of another party to place poles, conduits, cables, other structures and equipment, or to provide passage to access such structures and equipment. A Right of Way may run under, on, or above public or private property (including air space above public or private property) and may include the right to use discrete space in buildings, building complexes, or other locations.
- 1.26 Sheath. The term "sheath" refers to a single outer covering containing communications wires, fibers, or other communications media.
- 1.27 Spare Capacity. The term "spare capacity" refers to any pole attachment space, conduit, duct or inner-duct not currently assigned or subject to a pending application for attachment/occupancy. Spare capacity does not include an inner-duct (not to exceed one inner-duct per party) reserved by BellSouth, Licensee, or a third party for maintenance, repair, or emergency restoration.
- 1.28 State. When capitalized, the term "State" (as used in terms such as "this State") refers to the State of Georgia.
- 1.29 Third Party. The terms "third party" and "third parties" refer to persons and entities other than Licensee and BellSouth. Use of the term "third party" does not signify that any such person or entity is a party to this Agreement or has any contractual rights hereunder.

2. **SCOPE OF AGREEMENT**

2.1 Undertaking of BellSouth. BellSouth shall provide Licensee with equal and nondiscriminatory access to pole space, conduits, ducts, and rights-of-way on terms and conditions equal to those provided by BellSouth to itself or to any other telecommunications service provider. Further, BellSouth shall not withhold or delay assignment of such facilities to Licensee because of the potential or forecasted needs of itself or other parties.

2.2 Attachments and Occupancies Authorized by this Agreement. BellSouth shall issue one or more licenses to Licensee authorizing Licensee to attach facilities to BellSouth's owned or controlled poles and to place facilities within BellSouth's owned or controlled conduits, ducts or rights-of-way under the terms and conditions set forth in this Section and the Telecommunications Act of 1996.

2.2.1 Unless otherwise provided herein, authority to attach facilities to BellSouth's owned or controlled poles, to place facilities within BellSouth's owned or controlled conduits, ducts or rights-of-way shall be granted only in individual licenses granted under this Agreement and the placement or use of such facilities shall be determined in accordance with such licenses and procedures established in this Agreement.

2.2.2 Licensee agrees that its attachment of facilities to BellSouth's owned or controlled poles, occupancy of BellSouth's owned or controlled conduits, ducts or rights-of-way shall take place pursuant to the licensing procedures set forth herein, and BellSouth agrees that it shall not unreasonably withhold or delay issuance of such licenses.

2.3 Licenses. Subject to the terms and conditions set forth in this Agreement, BellSouth shall issue to Licensee one or more licenses authorizing Licensee to place or attach facilities in or to specified poles, conduits, ducts or rights-of-way owned or controlled by BellSouth located within this state on a first come, first served basis. BellSouth may deny a license application if BellSouth determines that the pole, conduit or duct space specifically requested by Licensee is necessary to meet BellSouth's present needs, or is licensed by BellSouth to another licensee, or is otherwise unavailable based on engineering concerns. BellSouth shall provide written notice to Licensee within a reasonable time specifying in detail the reasons for denying Licensee's request. BellSouth shall have the right to designate the particular duct(s) to be occupied, the location and manner in which Licensee's facilities will enter and exit BellSouth's conduit system and the specific location and manner of installation for any associated equipment which is permitted by BellSouth to occupy the conduit system.

- 2.4 Access and Use of Rights-of-Way. BellSouth acknowledges that it is required by the Telecommunications Act of 1996 to afford Licensee access to and use of all associated rights-of-way to any sites where BellSouth's owned or controlled poles, manholes, conduits, ducts or other parts of BellSouth's owned or controlled conduit systems are located.
- 2.4.1 BellSouth shall provide Licensee with access to and use of such rights-of-way to the same extent and for the same purposes that BellSouth may access or use such rights-of-way, including but not limited to access for ingress, egress or other access and to construct, utilize, maintain, modify, and remove facilities for which pole attachment, conduit occupancy, or ROW use licenses have been issued, provided that any agreement with a third party under which BellSouth holds such rights expressly or impliedly grants BellSouth the right to provide such rights to others.
- 2.4.2 Where BellSouth notifies Licensee that BellSouth's agreement with a third party does not expressly or impliedly grant BellSouth the ability to provide such access and use rights to others, upon Licensee's request, BellSouth will use its best efforts to obtain the owner's consent and to otherwise secure such rights for Licensee. Licensee agrees to reimburse BellSouth for the reasonable and demonstrable costs incurred by BellSouth in obtaining such rights for Licensee.
- 2.4.3 In cases where a third party agreement does not grant BellSouth the right to provide access and use rights to others as contemplated in 2.4.1 and BellSouth, despite its best efforts, is unable to secure such access and use rights for Licensee in accordance with 2.4.2, or, in the case where Licensee elects not to invoke its rights under 2.4.1 or 2.4.2, Licensee shall be responsible for obtaining such permission to access and use such rights-of-way. BellSouth shall cooperate with Licensee in obtaining such permission and shall not prevent or delay any third party assignment of ROW's to Licensee.
- 2.4.4 Where BellSouth has any ownership or rights-of-way to buildings or building complexes, or within buildings or building complexes, BellSouth shall offer to Licensee through a license or other attachment:
- 2.4.4.1 The right to use any available space owned or controlled by BellSouth in the building or building complex to install Licensee equipment and facilities; and
- 2.4.4.2 Ingress and egress to such space.
- 2.4.5 Except to the extent necessary to meet the requirements of the Telecommunications Act of 1996, neither this Agreement nor any license granted hereunder shall constitute a conveyance or assignment of any of either party's rights to use any public or private rights-of-way, and nothing contained in this Agreement or in any license granted hereunder shall be construed as conferring on one party any right to interfere with the other party's access to any such public or private rights-of-way.

- 2.5 No Effect on BellSouth's Right to Convey Property. Nothing contained in this Agreement or in any license issued hereunder shall in any way affect the right of BellSouth to convey to any other person or entity any interest in real or personal property, including any poles, conduit or ducts to or in which Licensee has attached or placed facilities pursuant to licenses issued under this Agreement provided however that BellSouth shall give Licensee reasonable advance written notice of such intent to convey.
- 2.6 No Effect on BellSouth's Rights to Manage its Own Facilities. This Agreement shall not be construed as limiting or interfering with BellSouth's rights set forth below, except to the extent expressly provided by the provisions of this Agreement or licenses issued hereunder or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations:
- 2.6.1 To locate, relocate, move, replace, modify, maintain, and operate BellSouth's own facilities within BellSouth's conduits, ducts or rights-of way or any of BellSouth's facilities attached to BellSouth's poles at any time and in any reasonable manner which BellSouth deems appropriate to serve its customers, avail itself of new business opportunities, or otherwise meet its business needs; or
- 2.6.2 To enter into new agreements or arrangements with other persons or entities permitting them to attach or place their facilities to or in BellSouth's poles, conduits or ducts; provided, however, that such relocations, moves, replacements, modifications, maintenance and operations or new agreements or arrangements shall not substantially interfere with Licensee's pole attachment, conduit occupancy or ROW use, rights provided by licenses Issued pursuant to this Agreement.
- 2.7 No Effect on Licensee's Rights to Manage its Own Facilities. This Agreement shall not be construed as limiting or interfering with Licensee's rights set forth below, except to the extent expressly provided by the provisions of this Agreement or licenses issued hereunder or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations:
- 2.7.1 To locate, relocate, move, replace, modify, maintain, and operate its own facilities within BellSouth's conduits, ducts or rights-of-way or its facilities attached to BellSouth's poles at any time and in any reasonable manner which Licensee deems appropriate to serve its customers, avail itself of new business opportunities, or otherwise meet its business needs; or
- 2.7.2 To enter into new agreements or arrangements with other persons or entities permitting Licensee to attach or place its facilities to or in such other persons' or entities' poles, conduits or ducts, or rights-of-way; provided, however, that such relocations, moves, replacements, modifications, maintenance and operations or new agreements or arrangements shall not conflict with Licensee's obligations under licenses issued pursuant to this Agreement.

- 2.8 No Right to Interfere with Facilities of Others. The provisions of this Agreement or any license issued hereunder shall not be construed as authorizing either party to this Agreement to rearrange or interfere in any way with any of the other party's facilities, with the facilities of other persons or entities, or with the use of or access to such facilities by such other party or such other persons or entities, except to the extent expressly provided by the provisions of this Agreement or any license issued hereunder or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations.
- 2.8.1 Licensee acknowledges that the facilities of persons or entities other than BellSouth and Licensee may be attached to or occupy BellSouth's poles, conduits, ducts and rights-of-way.
- 2.8.2 BellSouth shall not attach, or give permission to any third parties to attach facilities to, existing Licensee facilities without Licensee's prior written consent. If BellSouth becomes aware of any such unauthorized attachment to Licensee facilities, BellSouth shall use its best efforts to rectify the situation as soon as practicable.
- 2.8.3 With respect to facilities occupied by Licensee or the subject of an application for attachment by Licensee, BellSouth will give to Licensee 60 days' written notice for conduit extensions or reinforcements, 60 days' written notice for pole line extensions, 60 days' written notice for pole replacements, and 60 days' written notice of BellSouth's intention to construct, reconstruct, expand or place such facilities or of BellSouth's intention not to maintain or use any existing facility and, in the case of an existing facility which BellSouth elects not to maintain or use, BellSouth will grant to Licensee a right to maintain and use such facility. If an emergency or provisions of an applicable joint use agreement require BellSouth to construct, reconstruct, expand or replace poles, conduits or ducts occupied by Licensee or the subject of an application for attachment by Licensee, BellSouth will notify Licensee as soon as reasonably practicable of such proposed construction, reconstruction, expansion or replacement to enable Licensee, if it so desires, to request that a pole, conduit or duct of greater height or capacity be utilized to accommodate an anticipated facility need of Licensee.
- 2.8.4 At Licensee's expense, BellSouth shall remove any retired cable from conduit systems to allow for the efficient use of conduit space within a reasonable period of time.
- 2.9 Assignment of Space. Assignment of space on poles, in conduits or ducts and within ROW's will be made pursuant to licenses granted by BellSouth on an equal basis to BellSouth, Licensee and other telecommunication service providers.

3. REQUIREMENTS AND SPECIFICATIONS

- 3.1 Published Standards Incorporated in this Section by Reference. Licensee agrees that its facilities shall be placed, constructed, maintained, repaired, and removed in accordance with current (as of the date when such work is performed) editions of the following publications, each of which is incorporated by reference as part of this Section :
- 3.1.1 The Blue Book Manual of Construction Procedures, Special Report SR-TAP-001421, published by Bell Communications Research, Inc. ("BellCore"), and sometimes referred to as the "Blue Book";
- 3.1.2 The National Electrical Code (NEC); and
- 3.1.3 The National Electrical Safety Code (NESC).
- 3.2 Changes in Published Standards. Licensee agrees to rearrange its facilities in accordance with changes in the standards published in the publications specified in Article 3.1 of this Agreement if required by law to do so, or upon the mutual agreement of the parties.
- 3.3 Additional Electrical Design Specifications. Licensee agrees that, in addition to specifications and requirements referred to in Article 3.1 above, Licensee's facilities placed in BellSouth's conduit system shall meet all of the following electrical design specifications:
- 3.3.1 No facility shall be placed in BellSouth's conduit system in violation of FCC regulations.
- 3.3.2 Licensee's facilities placed in BellSouth's conduit system shall not be designed to use the earth as the sole conductor for any part of Licensee's circuits.
- 3.3.3 Licensee's facilities carrying more than 50 volts AC (rms) to ground or 135 volts DC to ground shall be enclosed in an effectively grounded sheath or shield.
- 3.3.4 No coaxial cable of Licensee shall occupy a conduit system containing BellSouth's cable unless such cable of Licensee meets the voltage limitations of Article 820 of the National Electrical Code.
- 3.3.5 Licensee's coaxial cable may carry continuous DC voltages up to 1800 volts to ground where the conductor current will not exceed one-half amperes and where such cable has two separate grounded metal sheaths or shields and a suitable insulating jacket over the outer sheath or shield. The power supply shall be so designed and maintained that the total current carried over the outer sheath shall not exceed 200 micro amperes under normal conditions. Conditions which would increase the current over this level shall be cleared promptly.
- 3.3.6 Neither party shall circumvent the other party's corrosion mitigation measures. Each party's new facilities shall be compatible with the other party's facilities so as not to damage any facilities of the other party by corrosion or other chemical reaction.

- 3.4 Additional Physical Design Specifications. Licensee's facilities placed in BellSouth's conduit system must meet all of the following physical design specifications:
- 3.4.1 Cables bound or wrapped with cloth or having any kind of fibrous coverings or impregnated with an adhesive material shall not be placed in BellSouth's conduit or ducts.
- 3.4.2 The integrity of BellSouth's conduit system and overall safety of BellSouth's personnel and other personnel working in BellSouth's conduit system requires that "dielectric cable" be required when Licensee's cable facility utilizes an alternative duct or route that is shared in the same trench by any current carrying facility of a power utility.
- 3.4.3 New construction splices in Licensee's fiber optic and twisted pair cables shall be located in manholes, pull boxes or handholes.
- 3.5 Additional Specifications Applicable to Connections. The following specifications apply to connections of Licensee's conduit to BellSouth's conduit system:
- 3.5.1 Licensee will be permitted to connect its conduit or duct only at the point of a BellSouth manhole. No attachment will be made by entering or breaking into conduit between manholes. All necessary work to install Licensee facilities will be performed by Licensee or its contractor at Licensee's expense. In no event shall Licensee or its contractor "core bore" or make any other modification to BellSouth manhole(s) without the prior written approval of BellSouth, which approval will not be unreasonably delayed or withheld.
- 3.5.2 BellSouth may monitor, at Licensee's expense, the entrance and exit of Licensee's facilities into BellSouth's manholes and the placement of Licensee's facilities in BellSouth's manholes.
- 3.5.3 If Licensee constructs or utilizes a duct connected to BellSouth's manhole, the duct and all connections between that duct and BellSouth's manhole shall be sealed, to the extent practicable, to prevent the entry of gases or liquids into BellSouth's conduit system. If Licensee's duct enters a building, it shall also be sealed where it enters the building and at all other locations necessary to prevent the entry of gases and liquids from the building into BellSouth's conduit system.

- 3.6 Requirements Relating to Personnel, Equipment, Material, and Construction Procedures Generally. Duct clearing, rodding or modifications required to grant Licensee access to BellSouth's conduit systems may be performed by BellSouth at Licensee's expense at charges which represent BellSouth's actual costs. Alternatively (at Licensee's option) such work may be performed by a contractor who demonstrates compliance with BellSouth certification requirements, which certification requirements shall be consistent with F.C.C. rules. The parties acknowledge that Licensee, its contractors, and other persons acting on Licensee's behalf will perform work for Licensee (e.g., splicing Licensee's facilities) within BellSouth's conduit system. Licensee represents and warrants that neither Licensee nor any person acting on Licensee's behalf shall permit any person to climb or work on or in any of BellSouth's poles or to enter BellSouth's manholes or work within BellSouth's conduit system unless such person has the training, skill, and experience required to recognize potentially dangerous conditions relating to pole or the conduit systems and to perform the work safely.
- 3.6.1 Licensee's facilities within BellSouth's conduit system shall be constructed, placed, rearranged, modified, and removed upon receipt of license specified in 5.1. However, no such license will be required for the inspection, maintenance, repair or non-physical modifications of Licensee's facilities.
- 3.6.2 "Rodding" or clearing of ducts in BellSouth's conduit system shall be done only when specific authorization for such work has been obtained in advance from BellSouth, which authorization shall not be unreasonably delayed or withheld by BellSouth. The parties agree that such rodding or clearing shall be performed according to existing industry standards and practices. Licensee may contract with BellSouth for performance of such work or (at Licensee's option) with a contractor who demonstrates compliance with BellSouth certification requirements.
- 3.6.3 Personnel performing work on BellSouth's or Licensee's behalf in BellSouth's conduit system shall not climb on, step on, or otherwise disturb the other party's or any third party's cables, air pipes, equipment, or other facilities located in any manhole or other part of BellSouth's conduit system.
- 3.6.4 Personnel performing work on BellSouth's or Licensee's behalf within BellSouth's conduit system (including any manhole) shall, upon completing their work, make reasonable efforts to remove all tools, unused materials, wire clippings, cable sheathing and other materials brought by them to the work site.
- 3.6.5 All of Licensee's facilities shall be firmly secured and supported in accordance with BellCore and industry standards.
- 3.6.6 Licensee's facilities shall be plainly identified with Licensee's name in each manhole with a firmly affixed permanent tag that meets standards set by BellSouth for its own facilities.

- 3.6.7 Manhole pumping and purging required in order to allow Licensee's work operations to proceed shall be performed by a vendor approved by BellSouth in compliance with BellSouth Practice Sec. 620-145-011BT, "Manhole Contaminants, Water, Sediment or Debris Removal and Reporting Procedures," and any amendments, revisions or supplements thereto and in compliance with all regulations and standards established by the United States Environmental Protection Agency and by any applicable state or local environmental regulators.
- 3.6.8 Planks or other types of platforms shall not be installed using cables, pipes or other equipment as a means of support. Platforms shall be supported only by cable racks.
- 3.6.9 Any leak detection liquid or device used by Licensee or personnel performing work on Licensee's facilities within BellSouth's conduit system shall be of a type approved by BellSouth or BellCore.
- 3.6.10 When Licensee or personnel performing work on Licensee's behalf are working within or in the vicinity of any part of BellSouth's poles or conduit system which is located within, under, over, or adjacent to streets, highways, alleys or other traveled rights-of-way, Licensee and all personnel performing work on Licensee's behalf shall follow procedures which Licensee deems appropriate for the protection of persons and property. Licensee shall be responsible, at all times, for determining and implementing the specific steps required to protect persons and property at the site. Licensee will provide all traffic control and warning devices required to protect pedestrian and vehicular traffic, workers and property from danger. Licensee has sole responsibility for the safety of all personnel performing work on Licensee's behalf, for the safety of bystanders, and for insuring that all operations conform to current OSHA regulations and all other governmental rules, ordinances or statutes. BellSouth reserves the right to suspend Licensee's activities on, in or in the vicinity of BellSouth's poles or conduit system if, in BellSouth's reasonable judgment, any hazardous condition arises due to the activity (including both acts and omissions) of Licensee or any personnel performing work on Licensee's behalf, which suspension shall cease when the condition has been rectified.
- 3.6.11 Except for protective screens, no temporary cover shall be placed by Licensee or personnel performing work on Licensee's behalf over an open manhole unless it is at least four feet above the surface level of the manhole opening.
- 3.6.12 Smoking or the use of any open flame is prohibited in BellSouth's manholes, in any other portion of BellSouth's conduit system, or within 10 feet of any open manhole entrance; provided that this provision will not prohibit the use of spark producing tools such as electric drills, fusion splicers, etc.
- 3.6.13 Artificial lighting, when required, will be provided by Licensee. Only explosion-proof lighting fixtures shall be used.

- 3.6.14 Neither Licensee nor personnel performing work on Licensee's behalf shall allow any combustible gas, vapor, liquid, or material to accumulate in BellSouth's conduit system (including any manhole) during work operations performed within or in the vicinity of BellSouth's conduit system.
- 3.6.15 Licensee will abide by any laws, regulations or ordinances regarding the use of spark producing tools, equipment or devices in BellSouth's manholes, in any other portions of BellSouth's conduit system, or within 10 feet of any open manhole opening. This includes, but is not limited to, such tools as electric drills and hammers, meggers, breakdown sets, induction sets, and the like.
- 3.7 Opening of Manholes. The following requirements apply to the opening of BellSouth's manholes and the authority of BellSouth personnel present when work on Licensee's behalf is being performed within or in the vicinity of BellSouth's conduit system.
- 3.7.1 BellSouth's manholes shall be opened only as permitted by BellSouth's authorized employees or agents, which permission shall not be unreasonably denied or delayed.
- 3.7.2 Licensee shall notify BellSouth forty-eight (48) hours in advance of any routine work operation requiring entry into any of BellSouth's manholes.
- 3.7.3 Licensee shall be responsible for obtaining any necessary authorization from appropriate authorities to open manholes for conduit work operations therein.
- 3.7.4 BellSouth's authorized employee or agent shall not direct or control the conduct of Licensee's work at the work site. The presence of BellSouth's authorized employee or agent at the work site shall not relieve Licensee or personnel performing work on Licensee's behalf of their responsibility to conduct all work operations within BellSouth's conduit system in a safe and workmanlike manner.
- 3.7.5 Although BellSouth's authorized employee or agent shall not direct or control the conduct of Licensee's work at the work site, BellSouth's employee or agent shall have the authority to suspend Licensee's work operations within BellSouth's conduit system if, in the reasonable discretion of such BellSouth employee or agent, it appears that any hazardous conditions arise or any unsafe practices are being followed by Licensee or personnel performing work on Licensee's behalf.
- 3.8 OSHA Compliance: Notice to BellSouth of Unsafe Conditions. Licensee agrees that:
- 3.8.1 Its facilities shall be constructed, placed, maintained, repaired, and removed in accordance with the Occupational Safety and Health Act (OSHA) and all rules and regulations promulgated thereunder;

- 3.8.2 All persons acting on Licensee's behalf, including but not limited to Licensee's employees, agents, contractors, and subcontractors shall, when working on or within BellSouth's poles or conduit system, comply with OSHA and all rules and regulations thereunder;
- 3.8.3 Licensee shall establish appropriate procedures and controls to assure compliance with all requirements of this section; and
- 3.8.4 Licensee (and any person acting on Licensee's behalf) may report unsafe conditions on, in or in the vicinity of BellSouth's poles or conduit system to BellSouth.

- 3.9 Compliance with Environmental Laws and Regulations. Licensee acknowledges that, from time to time, environmental contaminants may enter BellSouth's conduit system and accumulate in manholes or other conduit facilities and that certain conduits (transite) are constructed with asbestos-containing materials. If BellSouth has knowledge of the presence of such contaminants in a conduit for which Licensee has applied for or holds a license, BellSouth will promptly notify Licensee of such fact.

Notwithstanding any of BellSouth's notification requirements in this Attachment, Licensee acknowledges that some of BellSouth's conduit is fabricated from asbestos-containing materials. Such conduit is generally marked with a designation of "C Fiber Cement Conduit," "Transite," or "Johns-Manville." Until proven otherwise, Licensee will presume that all conduit not fabricated of plastic, tile, or wood is asbestos-containing and will handle it pursuant to all applicable regulations relating to worker safety and protection of the environment. BellSouth makes no representations to Licensee or personnel performing work on Licensee's behalf that BellSouth's conduit system or any specific portions thereof will be free from environmental contaminants at any particular time. The acknowledgments and representations set forth in the two preceding sentences are not intended to relieve BellSouth of any liability which it would otherwise have under applicable law for the presence of environmental contaminants in its conduit facilities. Licensee agrees to comply with the following provisions relating to compliance with environmental laws and regulations:

- 3.9.1 Licensee's facilities shall be constructed, placed, maintained, repaired, and removed in accordance with all applicable federal, state, and local environmental statutes, ordinances, rules, regulations, and other laws, including but not limited to the Resource Conservation and Recovery Act (42 U.S.C. §§ 9601 et. seq.), the Toxic Substance Control Act (15 U.S.C. §§ 2601-2629), the Clean Water Act (33 U.S.C. §§ 1251 et. seq.), and the Safe Drinking Water Act (42 U.S.C. §§ 300f-300j).

- 3.9.2 All persons acting on Licensee's behalf, including but not limited to Licensee's employees, agents, contractors, and subcontractors, shall, when working on, within or in the vicinity of BellSouth's poles or conduit system, comply with all applicable federal, state, and local environmental laws, including but not limited to all environmental statutes, ordinances, rules, and regulations.
- 3.9.3 Licensee shall establish appropriate procedures and controls to assure compliance with all requirements of this section. BellSouth will be afforded a reasonable opportunity to review such procedures and controls and provide comments that will be reasonably considered in advance of their implementation. Review and comment by BellSouth pursuant to this section will be provided in a timely manner.
- 3.9.4 Licensee and all personnel performing work on Licensee's behalf shall comply with such standards and practices as BellSouth and Licensee may from time to time mutually agree to adopt to comply with environmental laws and regulations including, without limitation, BellSouth Practice Sec. 620-145-011BT, "Manhole Contaminants, Water, Sediment or Debris Removal and Reporting Procedures". Pursuant to this practice, neither Licensee nor BellSouth nor personnel performing work on either party's behalf shall discharge water or any other substance from any BellSouth manhole or other conduit facility onto public or private property, including any storm water drainage system, without first testing such water or substance for contaminants in accordance with mutually agreed standards and practices and determining that such discharge would not violate any environmental law, create any environmental risk or hazard, or damage the property of any person. No such waste material shall be deposited on BellSouth premises for storage or disposal.
- 3.10 Compliance with Other Governmental Requirements. Licensee agrees that its facilities attached to BellSouth's facilities shall be constructed, placed, maintained, and removed in accordance with the ordinances, rules, and regulations of any governing body having jurisdiction of the subject matter. Licensee shall comply with all statutes, ordinances, rules, regulations and other laws requiring the marking and lighting of aerial wires, cables and other structures to ensure that such wires, cables and structures are not a hazard to aeronautical navigation. Licensee shall establish appropriate procedures and controls to assure such compliance by all persons acting on Licensee's behalf, including but not limited to, Licensee's employees, agents, contractors, and subcontractors.

- 3.11 Differences in Standards or Specifications. To the extent that there may be differences in any applicable standards or specifications referred to in this Article 3, the most stringent standard or specification shall apply.
- 3.12 Licensee Solely Responsible for the Condition of Its Facilities. Licensee shall be responsible at all times for the condition of its facilities and its compliance with the requirements, specifications, rules, regulations, ordinances, and laws specified above. In this regard, BellSouth shall have no duty to Licensee to inspect or monitor the condition of Licensee's facilities (including but not limited to splices and other facilities connections) located within BellSouth's conduit and ducts or any attachment of Licensee's facilities to BellSouth's poles, anchors, anchor/guy strands or other pole facilities. BellSouth may, however, conduct such inspections and audits of its poles and conduit system as BellSouth determines reasonable or necessary. Such inspection and audits shall be conducted at BellSouth's expense with the exception of (1) follow-up inspection to confirm remedial action after an observed Licensee violation of the requirements of this Agreement; and (2) inspection of Licensee facilities in compliance with a specific mandate of appropriate governmental authority for which inspections the cost shall be borne by Licensee. Either party may audit the other party's compliance with the terms of this Section. Observed safety hazards or imminent facility failure conditions of another party shall be reported to the affected party where such party can be readily identified.
- 3.13 Efficient use of Conduit. BellSouth will install inner-ducts to increase duct space in existing conduit as facilities permit. The full complement of inner-ducts will be installed which can be accommodated under sound engineering principles. The number of inner-ducts which can reasonably be installed will be determined by BellSouth.
4. **ADDITIONAL LEGAL REQUIREMENTS**
- 4.1 Third Party Property Owners. Licenses granted under this Section authorize Licensee to place facilities in, or attach facilities to, poles, conduits and ducts owned or controlled by BellSouth but do not affect the rights of landowners to control terms and conditions of access to their property.

- 4.1.1 Licensee agrees that neither Licensee nor any persons acting on Licensee's behalf, including but not limited to Licensee's employees, agents, contractors, and subcontractors, shall engage in any conduct which damages public or private property in the vicinity of BellSouth's poles or conduit system, interferes in any way with the use or enjoyment of public or private property except as expressly permitted by the owner of such property, or creates a hazard or nuisance on such property (including, but not limited to, a hazard or nuisance resulting from any abandonment or failure to remove Licensee's facilities or any construction debris from the property, failure to erect warning signs or barricades as may be necessary to give notice to others of unsafe conditions on the premises while work performed on Licensee's behalf is in progress, or failure to restore the property to a safe condition after such work has been completed).
- 4.2 Required Permits, Certificates and Licenses. Licensee shall be responsible for obtaining any building permits or certificates from governmental authorities necessary to construct, operate, maintain and remove its facilities on public or private property.
- 4.2.1 Licensee shall not attach or place its facilities to or in BellSouth's poles, conduit or duct located on any property for which it or BellSouth has not first obtained all required authorizations.
- 4.2.2 BellSouth shall have the right to request evidence that all appropriate authorizations have been obtained. However, such request shall not delay BellSouth's prelicense survey work.
- 4.3 Lawful Purposes. All facilities placed by Licensee in BellSouth's conduit and ducts or on BellSouth's poles, anchors or anchor/guy strands must serve a lawful purpose and the uses made of Licensee's facilities must comply with all applicable federal, state, and local laws and with all federal, state, and local regulatory rules, regulations, and requirements. In this regard, Licensee shall not utilize any facilities occupying or attached to BellSouth's conduits, ducts or poles for the purpose of providing any services which it is not authorized by law to provide or for the purpose of enabling any other person or entity to provide any such services.

5. FACILITIES AND LICENSES

- 5.1 Licenses Required. Before placing any facilities in BellSouth's conduits or ducts or attaching any facilities to BellSouth's poles, anchors or anchor/guy strands, Licensee must first apply for and receive a written license from BellSouth. BellSouth shall not unreasonably deny or delay issuance of any license.

- 5.2 Provision of Records and Information to Licensee. In order to obtain information regarding facilities, Licensee shall make a written request to BellSouth, identifying with reasonable specificity the geographic area for which facilities are required, the types and quantities of the required facilities and the required in-service date. In response to such request, BellSouth shall provide Licensee with information regarding the types, quantity and location (which may be provided by provision of route maps) and availability of BellSouth poles, conduit and right-of-way located within the geographic area specified by Licensee. Provision of information under the terms of this section shall include the right of Licensee employees or agents to inspect and copy engineering records or drawings which pertain to those facilities within the geographic area identified in Licensee's request. Such inspection and copying shall be done at a time and place mutually agreed upon by the parties. See Appendix II for records location centers.
- 5.3 No Warranty of Record Information. Licensee acknowledges that records and information provided by BellSouth pursuant to paragraph 5.2 may not reflect field conditions and that physical inspection is necessary to verify presence and condition of outside plant facilities and right of way. In providing such records and information, BellSouth assumes no liability to Licensee or any third party for errors/omissions contained therein.
- 5.4 Determination of Availability. BellSouth shall provide pole, conduit and right-of-way availability information in response to a request from Licensee which identifies with reasonable specificity the facilities for which such information is desired. Licensee may elect to be present at any field based survey of facilities identified pursuant to this paragraph and BellSouth shall provide Licensee at least forty-eight (48) hours notice prior to initiating such field survey. Licensee employees or agents shall be permitted to enter BellSouth manholes and inspect such structures to confirm usability and/or evaluate condition of the structure(s) with at least forty-eight (48) hours notice to BellSouth, with a BellSouth representative present and at Licensee's expense.
6. **MAKE-READY WORK**
- 6.1 Work Performed by BellSouth. If performed by BellSouth, make-ready work to accommodate Licensee's facilities shall be included in the normal work load schedule of BellSouth with construction responsibilities in the geographic areas where the relevant poles or conduit systems are located and shall not be entitled to priority, advancement, or preference over other work to be performed by BellSouth in the ordinary course of BellSouth's business.
- 6.1.1 If Licensee desires make-ready work to be performed on an expedited basis and BellSouth agrees to perform the work on such a basis, BellSouth shall recalculate the estimated make-ready charges. If Licensee accepts BellSouth's offer, Licensee shall pay such additional charges.

- 6.2 All charges for make-ready work performed by BellSouth are payable in advance, with the amount of any such advance payment to be due within sixty (60) days after receipt of an invoice from BellSouth.
- 6.3 Work Performed by Certified Contractor. In lieu of obtaining performance of make-ready work by BellSouth, Licensee at its option may arrange for the performance of such work by a contractor certified by BellSouth to work on or in its facilities. Certification shall be granted based upon reasonable and customary criteria employed by BellSouth in the selection of its own contract labor. Notwithstanding any other provisions of this Section, Licensee may not employ a contractor to accomplish make-ready work if BellSouth is likewise precluded from contractor selection under the terms of an applicable joint use agreement or collective bargaining agreement. In accordance with section 3.6.7, all manhole pumping and purging shall be performed by a vendor approved by BellSouth.
- 6.4 Completion of Make-Ready Work. BellSouth will issue a license to Licensee at the time all make-ready work necessary to Licensee's attachment or occupancy has been completed.

7. APPLICATION FORM AND FEES

- 7.1 Application Process. To apply for a license under this Section, Licensee shall submit to BellSouth two signed copies of an Application and Conduit Occupancy License form or an Application and Pole Attachment License form, whichever the case may be (collectively referred to as the "License Application"). BellSouth will process License Applications in the order in which they are received. However, when Licensee has submitted multiple License Applications to BellSouth, Licensee may designate its desired priority of completion of pre-license surveys and Make-Ready work with respect to all such applications. Upon written notice to BellSouth and with a commercially reasonable expectation, Licensee may change the priority of the applications submitted prior to the pre-license survey response. BellSouth will make reasonable accommodations to the change in priority.
- 7.1.1 Each License Application shall specify the proposed route of Licensee's facilities and identify the conduits and ducts or poles and pole facilities along the proposed route in which Licensee desires to place or attach its facilities, and describe the physical size, weight and jacket material of the cable which Licensee desires to place in each conduit or duct or the number and type of cable, apparatus enclosures and other facilities which Licensee desires to attach to each pole.
- 7.1.2 Each License Application shall be accompanied by a proposed (or estimated) construction schedule containing the information specified below in 10.1 of this Agreement, and an indication of whether Licensee will, at its option, perform its own make-ready work or have an outside contractor do so, consistent with BellSouth's procedures as to third parties performing such work.

- 7.1.3 Within 15 calendar days of receipt of a License Application, BellSouth will acknowledge such receipt and: (1) if License Application is complete and accurate, provide NEXTLINK with an estimate of the cost of conducting the pre-license survey and whether it can accommodate NEXTLINK's Application; provided however, that accompanying NEXTLINK's License Application does not mean BellSouth will grant the License Application within the fifteen (15) day period after receipt of the License Application, (2) If the License Application is incomplete or inaccurate, will identify for NEXTLINK the deficiencies in the License Application.
- 7.1.4 Within 30 calendar days of receipt of BellSouth's acknowledgement and the pre-license survey cost estimate, NEXTLINK shall indicate its intent to proceed with the License Application by submitting to BellSouth the associated fees for the pre-license survey. Upon receipt of the appropriate fees, BellSouth shall promptly proceed with the Pre-license Survey and the Make-Ready Estimate and return the results of the survey and the Make-Ready Estimate (including the costs involved and the duration of the project) to NEXTLINK within 30 calendar days.
- 7.1.5 If BellSouth determines after completing the Pre-License Survey that no make-ready work is required, BellSouth will approve the License Applications. If such License Application has been previously received, BellSouth will issue license for the pole attachments and conduit occupancy within 20 business days of completion of the Pre-License Survey.
- 7.1.6 Within 30 calendar days of receipt of BellSouth's response pursuant to section 7.1.4, NEXTLINK shall indicate its intent to proceed with the License by confirming in writing that the make-ready work will be done by an outside contractor or by NEXTLINK, consistent with BellSouth's procedures as to third parties performing such work, or by submitting to BellSouth a request that BellSouth perform the make-ready work. If NEXTLINK requests that BellSouth perform the make-ready work, BellSouth will provide its proposed construction schedule to NEXTLINK within 10 business days of receipt of NEXTLINK's request that BellSouth perform the work. NEXTLINK may, at its option, negotiate a construction schedule on an expedited basis. NEXTLINK shall pay the estimated make-ready charges before BellSouth will commence any make-ready work.
- 7.1.7 When the make-ready work is completed, BellSouth will approve the License Application. If such License Application has been received previously, BellSouth will issue licenses for the pole attachment and conduit occupancy within 20 business days of completion of make-ready work.
- 7.1.8 The timetables, procedures and intervals set forth herein will be revised based upon the TRA's decision in BellSouth's §271 proceeding.
- 7.2 Multiple Cables, Multiple Services, Lashing or Placing Additional Cables, and Replacement of Facilities. Licensee may include multiple cables in a single

license application and multiple services (e.g., CATV and non-CATV services) may be provided by Licensee in the same cable sheath. Licensee's lashing additional cable to existing facilities and placing additional cables in conduits or ducts already occupied by Licensee's facilities shall be permitted, and no additional fees will be applied; provided, however, that if Licensee desires to lash additional cable to existing facilities of a third party Licensee shall provide BellSouth with reasonable notice, and shall obtain written permission from the owner of the existing facilities. If BellSouth determines that the requested lashing would violate safety or engineering requirements, BellSouth shall provide written notice to Licensee within a reasonable time specifying in detail BellSouth's findings. If Licensee desires to place additional cables in conduits or ducts which are already occupied, or to replace existing facilities with new facilities substantially different from those described in licenses in effect, Licensee must apply for and acquire a new license specifically describing the physical size, weight and jacket material of the cable to be placed in BellSouth's conduits and ducts or the physical size, weight, and jacket type of cables and the size and weight of apparatus enclosures and other facilities to be attached to BellSouth poles.