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 MCIm's pole attachment, conduit occupancy or right-of-way use or rights provided by licenses issued pursuant to this Attachment.

2.7   No Effect on MCIm's Rights to Manage its Own Facilities. This Attachment shall not be construed as limiting or interfering with MCIm's rights set forth below, except to the extent expressly provided by the provisions of this Attachment or licenses issued hereunder or under the Act or other applicable laws, rules or regulations:

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 MCIm 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 MCIm to attach or place its facilities to or in such other persons' or entities' poles, conduits or ducts, or rights-of-way; provided, however, that such relocations, moves, replacements, modifications, maintenance and operations or new agreements or arrangements shall not conflict with MCIm's obligations under this Attachment.

2.8   No Right to Interfere with Facilities of Others. The provisions of this Attachment or any license issued hereunder shall not be construed as authorizing either Party to this Attachment to rearrange or interfere in any way with any of the other Party's facilities, with the facilities of other persons or entities, or with the use of or access to such facilities by such other Party or such other persons or entities, except to the extent expressly provided by the provisions of this Attachment or any license issued hereunder or under the Act or other applicable laws, rules or regulations.

2.8.1   MCIm acknowledges that the facilities of persons or entities other than BellSouth and MCIm may be attached to or occupy BellSouth's poles, conduits, ducts and rights-of-way.

2.8.2   BellSouth shall not attach, or give permission to any third parties to attach facilities to, existing MCIm facilities without MCIm's prior written consent. If BellSouth becomes aware of any such unauthorized attachment to MCIm facilities, BellSouth shall use its best efforts to rectify the situation immediately.

2.8.3   With respect to facilities occupied by MCIm or the subject of an application for attachment by MCIm, BellSouth will give to MCIm at least sixty (60) days' written notice for conduit extensions or reinforcements, at least sixty (60) days' written notice for pole line extensions, at least sixty (60) days' written notice for pole replacements, and at least sixty (60) days' written notice of BellSouth's intention to construct,

reconstruct, expand or place such facilities or of BellSouth's intention not to maintain or use any existing facility. Where BellSouth elects to abandon or remove BellSouth facilities, the facilities will be offered to existing occupants on a first-in, first-right to maintain basis. The party first electing to exercise this option will be required to execute the appropriate agreement with BellSouth to transfer (purchase agreement) ownership from BellSouth to new party, subject to then-existing licenses pertaining to such facilities. If no party elects to maintain such facilities, all parties will be required to move their existing facilities within ninety (90) days. If an emergency or provision of an applicable joint use agreement requires BellSouth to construct, reconstruct, expand or replace poles, conduits or ducts occupied by MCIm or the subject of an application for attachment by MCIm, BellSouth will notify MCIm as soon as reasonably practicable of such proposed construction, reconstruction, expansion or replacement to enable MCIm, if it so desires, to request that a pole, conduit or duct of greater height or capacity be utilized to accommodate an anticipated facility need of MCIm.

2.8.3.1   Whenever BellSouth intends to modify or alter any poles, ducts, conduits or rights-of-way which contain MCIm's facilities, BellSouth shall provide at least sixty (60) days' advance written notification to MCIm of such action so that MCIm may have a reasonable opportunity to add to or modify MCIm's facilities. If MCIm adds to or modifies MCIm's facilities according to this Section, MCIm shall bear a proportionate share of the costs incurred by BellSouth in making such facilities accessible.

2.8.4   Retired Cable. At MCI's expense, BellSouth shall remove any retired cable from conduit systems or pole systems to allow for the efficient use of conduit space or pole space within a reasonable period of time. BellSouth retains salvage rights on any cable removed. In order to safeguard its structures and facilities, BellSouth reserves the right to remove retired cables and is under no obligation to allow MCIm the right to remove such cables. Based on sound engineering judgement, there may be situations where it would neither be feasible nor practical to remove retired cables.

3.   REQUIREMENTS AND SPECIFICATIONS

3.1   Published Standards Incorporated in this Attachment by Reference. MCIm agrees that its facilities shall be placed, constructed, maintained, repaired, and removed in accordance with current (as of the date when such work is performed) editions of the following publications, each of which is incorporated by reference as part of this Attachment:

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. MCIm agrees to rearrange its facilities in accordance with changes in the standards published in the publications specified in Section 3 of

this Attachment if required by law to do so or upon the mutual agreement of the Parties.

3.3   Additional Electrical Design Specifications.   MCIm agrees that, in addition to specifications and requirements referred to in Section 3 above, MCIm'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 rules and regulations.

3.3.2   MCIm's facilities placed in BellSouth's conduit system shall not be designed to use the earth as the sole conductor for any part of MCIm's circuits.

3.3.3   MCIm's facilities carrying more than 50 volts AC (rms) to ground or 135 volts DC to ground shall be enclosed in an effectively grounded sheath or shield.

3.3.4   No coaxial cable of MCIm shall occupy a conduit system containing BellSouth's cable unless such cable of MCIm meets the voltage limitations of Article 820 of the National Electrical Code.

3.3.5   MCIm's coaxial cable may carry continuous DC voltages up to 1800 volts to ground where the conductor current will not exceed one-half amperes and where such cable has two (2) separate grounded metal sheaths or shields and a suitable insulating jacket over the outer sheath or shield. The power supply shall be so designed and maintained that the total current carried over the outer sheath shall not exceed 200 micro amperes under normal conditions. Conditions which would increase the current over this level shall be cleared promptly.

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.   MCIm'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 MCIm's cable facility utilizes an alternative duct or route that is shared in the same trench by any current carrying facility of a power utility.

3.4.3   New construction splices in MCIm'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 MCIm's conduit to BellSouth's conduit system:

3.5.1   MCIm will be permitted to connect its conduit or duct only at the point of a BellSouth manhole. No attachment will be made by entering or breaking into conduit between

manholes. All necessary work to install MCIm facilities will be performed by MCIm or its contractor at MCIm's expense. In no event shall MCIm or its contractor "core bore" or make any other modification to BellSouth manhole(s) without the prior written approval of BellSouth, which approval will not be unreasonably delayed or withheld.

3.5.2   BellSouth may monitor, at MCIm's expense, the entrance and exit of MCIm's facilities into BellSouth's manholes and the placement of MCIm's facilities in BellSouth's manholes.

3.5.3   If MCIm constructs or utilizes a duct connected to BellSouth's manhole, the duct and all connections between that duct and BellSouth's manhole shall be sealed, to the extent practicable, to prevent the entry of gases or liquids into BellSouth's conduit system. If MCIm's duct enters a building, it shall also be sealed where it enters the building and at all other locations necessary to prevent the entry of gases and liquids from the building into BellSouth's conduit system.

3.6   <u>Requirements Relating to Personnel, Equipment, Material, and Construction Procedures Generally</u>. Duct clearing, rodding or modifications required to grant MCIm access to BellSouth's conduit systems may be performed by BellSouth at MCIm's expense at charges which represent BellSouth's actual costs. Alternatively, at MCIm's option, such work may be performed by MCIm or a contractor provided that the entity performing the work demonstrates compliance with BellSouth certification requirements, which certification requirements shall be consistent with FCC rules and regulations. The Parties acknowledge that MCIm, its contractors, and other persons acting on MCIm's behalf will perform work for MCIm (e.g., splicing MCIm's facilities) within BellSouth's conduit system. MCIm represents and warrants that neither MCIm nor any person acting on MCIm's behalf shall permit any person to climb or work on or in any of BellSouth's poles or to enter BellSouth's manholes or work within BellSouth's conduit system unless such person has the training, skill, and experience required to recognize potentially dangerous conditions relating to pole or the conduit systems and to perform the work safely.

3.6.1   MCIm's facilities within BellSouth's conduit system shall be constructed, placed, rearranged, modified, and removed upon receipt of a license specified in Section 5 herein. However, no such license will be required for the inspection, maintenance, repair or non-physical modifications of MCIm's facilities.

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. The Parties agree that such rodding or clearing shall be performed according to existing industry standards and practices. MCIm may perform such work itself or may contract with BellSouth for performance of such work or, at MCIm's option, with a contractor provided that the entity performing the work demonstrates compliance with BellSouth certification requirements which certification requirements shall be consistent with FCC rules and regulations.

3.6.3   Personnel performing work on BellSouth's or MCIm's behalf in BellSouth's conduit

system shall not climb on, step on, or otherwise disturb the other Party's or any third party's cables, air pipes, equipment, or other facilities located in any manhole or other part of BellSouth's conduit system.

3.6.4   Personnel performing work on BellSouth's or MCIm's behalf within BellSouth's conduit system, including any manhole, shall, upon completing their work, make reasonable efforts to remove all tools, unused materials, wire clippings, cable sheathing and other materials brought by them to the work site.

3.6.5   All of MCIm's facilities shall be firmly secured and supported in accordance with Bellcore and industry standards.

3.6.6   Identification of Facilities in Conduit/Manholes. MCIm's facilities shall be plainly identified with MCIm's name in each manhole with a firmly affixed permanent tag that meets standards set by BellSouth for its own facilities.

3.6.6.1 Identification of Pole Attachments. MCIm's facilities attached to BellSouth poles shall be plainly identified with MCIm's name firmly affixed at each pole by a permanent tag that meets industry standards.

3.6.7   Manhole pumping and purging required in order to allow MCIm's work operations to proceed shall be performed by MCIm or its contractor in compliance with the requirements of Exhibit B to this Attachment, and with all regulations and standards established by the United States Environmental Protection Agency and by any applicable state or local environmental regulators. Exhibit B will be changed as required by changes in Applicable Law, or by mutual agreement of the Parties. Either Party desiring to make other changes to Exhibit B may invoke the dispute resolution procedures of Part A of this Agreement if the Parties are not able to agree on such changes. BellSouth may not use its own practices as a method of applying rules to MCIm which are more onerous than those which it applies to itself. BellSouth remains bound by its obligations as an incumbent LEC under applicable federal and State law.

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 MCIm or personnel performing work on MCIm's facilities within BellSouth's conduit system shall be of a type approved by BellSouth or Bellcore.

3.6.10   When MCIm or personnel performing work on MCIm's behalf are working within or in the vicinity of any part of BellSouth's poles or conduit system which is located within, under, over, or adjacent to streets, highways, alleys or other traveled rights-of-way, MCIm and all personnel performing work on MCIm's behalf shall follow procedures which MCIm deems appropriate for the protection of persons and property. MCIm shall be responsible, at all times, for determining and implementing the specific steps required to protect persons and property at the site. MCIm will provide all traffic control and warning devices required to protect pedestrian and vehicular traffic, workers and property from danger. MCIm has sole responsibility for the safety of all personnel performing work on MCIm's behalf, for the safety of bystanders, and for insuring that all operations conform to current OSHA regulations and all other governmental rules, ordinances or statutes. BellSouth reserves the right

to suspend MCIm's activities on, in or in the immediate vicinity of BellSouth's poles or conduit system if, in BellSouth's reasonable judgment, any hazardous condition arises due to the activity (including both acts and omissions) of MCIm or any personnel performing work on MCIm's behalf, which suspension shall cease when the condition has been rectified.

3.6.11   Except for protective screens, no temporary cover shall be placed by MCIm or personnel performing work on MCIm's behalf over an open manhole unless it is at least four feet (4') above the surface level of the manhole opening.

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 ten feet (10') of any open manhole entrance; provided that this provision will not prohibit the use of spark producing tools such as electric drills, fusion splicers, etc.

3.6.13   Artificial lighting, when required, will be provided by MCIm. Only explosion-proof lighting fixtures shall be used.

3.6.14   Neither MCIm nor personnel performing work on MCIm's behalf shall allow any combustible gas, vapor, liquid, or material to accumulate in BellSouth's conduit system, including any manhole, during work operations performed within or in the vicinity of BellSouth's conduit system.

3.6.15   MCIm will abide by any laws, regulations or ordinances regarding the use of spark producing tools, equipment or devices in BellSouth's manholes, in any other portions of BellSouth's conduit system, or within ten feet (10') of any open manhole opening. This includes, but is not limited to, such tools as electric drills and hammers, meggers, breakdown sets, and induction sets.

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 MCIm'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   MCIm 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   MCIm 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 MCIm's work at the work site. The presence of BellSouth's authorized employee or agent at the work site shall not relieve MCIm or personnel performing work on MCIm's behalf of their responsibility to conduct all work operations within BellSouth's conduit system in a safe and workmanlike manner.

3.7.5   Although BellSouth's authorized employee or agent shall not direct or control the conduct of MCIm's work at the work site, BellSouth's employee or agent shall have the authority to suspend MCIm's work operations within BellSouth's conduit system if, in the reasonable discretion of such BellSouth employee or agent, it appears that any

hazardous conditions arise or any unsafe practices are being followed by MCIm or personnel performing work on MCIm's behalf.

3.8   OSHA Compliance: Notice to BellSouth of Unsafe Conditions. MCIm 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 MCIm's behalf, including, but not limited to, MCIm's employees, agents, contractors, and subcontractors shall, when working on or within BellSouth's poles or conduit system, comply with OSHA and all rules and regulations thereunder;

3.8.3   MCIm shall establish appropriate procedures and controls to assure compliance with all requirements of this Attachment; and

3.8.4   MCIm, and any person acting on MCIm's behalf, may report unsafe conditions on, in or in the vicinity of BellSouth's poles or conduit system to BellSouth.

3.9   Compliance with Environmental Laws and Regulations. MCIm acknowledges that, from time to time, environmental contaminants may enter BellSouth's conduit system and accumulate in manholes or other conduit facilities and that certain conduits (Transite) are constructed with asbestos-containing materials. If BellSouth has knowledge of the presence of such contaminants in a conduit for which MCIm has applied for or holds a license, BellSouth will promptly notify MCIm of such fact. In addition, upon request by MCIm, BellSouth shall provide MCIm with information pertaining to any environmental inspections it has performed on rights-of-way, conduits, and pole attachments for which MCIm has applied for or holds a license. Notwithstanding any of BellSouth's notification requirements in this Attachment, MCIm acknowledges that some of BellSouth's conduit may be fabricated from asbestos-containing materials. Such conduit is generally marked with a designation of "C Fiber Cement Conduit," "Transite," or "Johns-Manville." Unless sampling or manufacturer's certification proves otherwise, MCIm will presume that all conduit not fabricated of plastic, tile, or wood is asbestos-containing and will handle it pursuant to all applicable regulations relating to worker safety and protection of the environment. BellSouth makes no representations to MCIm or personnel performing work on MCIm's behalf that BellSouth's conduit system or any specific portions thereof will be free from environmental contaminants at any particular time. The acknowledgments and representations set forth in the two preceding sentences are not intended to relieve BellSouth of any liability which it would otherwise have under applicable law for the presence of environmental contaminants in its conduit facilities. MCIm agrees to comply with the following provisions relating to compliance with environmental laws and regulations:

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

3.9.2   All persons acting on MCIm's behalf, including, but not limited to, MCIm's employees, agents, contractors, and subcontractors, shall, when working on, within or in the vicinity of BellSouth's poles or conduit system, comply with all applicable federal, State, and local environmental laws, including, but not limited to, all environmental statutes, ordinances, rules, and regulations.

3.9.3   MCIm shall establish appropriate procedures and controls to assure compliance with all requirements of this Section 3.9.

3.9.4   MCIm and all personnel performing work on MCIm's behalf shall comply with such standards and practices as BellSouth and MCIm may from time to time mutually agree to adopt to comply with environmental laws and regulations. Pursuant to Exhibit B, neither MCIm nor BellSouth nor personnel performing work on either Party's behalf shall discharge water or any other substance from any BellSouth manhole or other conduit facility onto public or private property, including any storm water drainage system, without first testing such water or substance for contaminants in accordance with mutually agreed standards and practices and determining that such discharge would not violate any environmental law, create any environmental risk or hazard, or damage the property of any person. Proper handling and disposal of any waste material from a BellSouth manhole by MCIm or its contractor shall be the responsibility of MCIm. No such waste material shall be deposited on BellSouth premises for storage or disposal. BellSouth may not use its practices as a method of applying rules to MCIm which are more onerous than those which it applies to itself. BellSouth remains bound by its obligations as an incumbent LEC under applicable federal and state law.

3.10   Compliance with Other Governmental Requirements. MCIm agrees that its facilities attached to BellSouth's facilities shall be constructed, placed, maintained, and removed in accordance with the ordinances, rules, and regulations of any governing body having jurisdiction over the subject matter. MCIm shall comply with all applicable statutes, ordinances, rules, regulations and other laws requiring the marking and lighting of aerial wires, cables and other structures to ensure that such wires, cables and structures are not a hazard to aeronautical navigation. MCIm shall establish appropriate procedures and controls to assure such compliance.

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 Section 3, the most stringent standard or specification shall apply.

3.12   MCIm Solely Responsible for the Condition of Its Facilities. MCIm shall be responsible at all times for the condition of its facilities and its compliance with the requirements, specifications, rules, regulations, ordinances, and laws specified in this Section 3. In this regard, BellSouth shall have no duty to MCIm to inspect or monitor the condition of MCIm's facilities (including, but not limited to, splices and other facilities connections) located within BellSouth's conduit and ducts or any attachment of MCIm's facilities to BellSouth's poles, anchors, anchor/guy strands or other pole facilities. BellSouth may, however, conduct such inspections and audits of its poles and conduit system as BellSouth determines reasonable or necessary. Such inspection and audits shall be conducted at BellSouth's expense with the exception of (a) follow-

up inspection to confirm remedial action after an observed MCIm violation of the requirements of this Attachment; and (b) inspection of MCIm facilities in compliance with a specific mandate of appropriate governmental authority for which inspections the cost shall be borne by MCIm. Either Party may audit the other Party's compliance with the terms of this Section 3.12. Observed safety hazards or imminent facility failure conditions of any party shall be reported to the affected party where such party can be readily identified.

3.13   Efficient Use of Conduit. BellSouth shall install inner-ducts to increase duct space in existing conduit as facilities permit. The full complement of inner-ducts shall be installed that can be accommodated under sound engineering principles. The number of inner-ducts that can reasonably be installed will be determined by BellSouth, pursuant to sound engineering principles. At MCIm's request, BellSouth shall allow MCIm to install the inner-duct.

3.14   Each Party shall exercise precaution to avoid damaging the facilities of the other Party and of others attached to Pole(s), Anchor(s), or occupying a Conduit System and shall make an immediate report to the Owner of the occurrence of any such damage caused by the Party's employees, agents or contractors.

4.   ADDITIONAL LEGAL REQUIREMENTS

4.1   Licenses granted under this Attachment authorize MCIm to place facilities in, or attach facilities to, poles, conduits and ducts owned or controlled by BellSouth but do not affect the rights of landowners to control terms and conditions of access to their property.

4.1.1   MCIm agrees that neither MCIm nor any persons acting on MCIm's behalf, including, but not limited to, MCIm's employees, agents, contractors, and subcontractors, shall engage in any conduct which damages public or private property in the vicinity of BellSouth's poles or conduit system, interferes in any way with the use or enjoyment of public or private property except as expressly permitted by the owner of such property, or creates a hazard or nuisance on such property, including, but not limited to, a hazard or nuisance resulting from any abandonment or failure to remove MCIm's facilities or any construction debris from the property, failure to erect warning signs or barricades as may be necessary to give notice to others of unsafe conditions on the premises while work performed on MCIm's behalf is in progress, or failure to restore the property to a safe condition after such work has been completed.

4.2   Required Permits, Certificates and Licenses. MCIm shall be responsible for obtaining any additional building permits or certificates from governmental authorities necessary to construct, operate, maintain and remove its facilities on public or private property.

4.2.1   MCIm shall not attach or place its facilities to or in BellSouth's poles, conduit or duct located on any property for which it or BellSouth has not first obtained all required authorizations.

4.2.2   BellSouth shall have the right to request evidence that all appropriate authorizations have been obtained; provided, however, that such request shall not delay BellSouth's

prelicense survey work.

4.3   <u>Lawful Purposes</u>. All facilities placed by MCIm in BellSouth's conduit and ducts or on BellSouth's poles, anchors or anchor/guy strands must serve a lawful purpose and the uses made of MCIm's facilities must comply with all applicable federal, State, and local laws and with all federal, State, and local regulatory rules, regulations, and requirements.

5.   FACILITIES AND LICENSES

5.1   <u>Licenses Required</u>. Before placing any facilities in BellSouth's conduits or ducts or attaching any facilities to BellSouth's poles, anchors or anchor/guy strands, MCIm must first apply for and receive a written license from BellSouth. BellSouth shall not unreasonably deny or delay issuance of any license and, in any event, BellSouth shall issue such license within twenty (20) business days (a) after the determination has been made that make-ready work is not required, but no later than 45 days after BellSouth receives the application, which period shall exclude any time BellSouth is awaiting a response from MCIm or (b) completion of make-ready work, if make-ready work is needed.

5.2   <u>Provision of Records and Information to MCIm</u>. In order to obtain information regarding facilities, MCIm shall make a written request to BellSouth, identifying with reasonable specificity the geographic area for which facilities are required, the types and quantities of the required facilities and the required in-service date. In response to such request, BellSouth shall provide MCIm with information regarding the types, quantity and location (which may be provided by provision of route maps) and availability of BellSouth poles, conduit and right-of-way located within the geographic area specified by MCIm. Provision of information under the terms of this Section 5.2 shall include the right of MCIm employees or agents to inspect and copy engineering records or drawings which pertain to those facilities within the geographic area identified in MCIm's request. Such inspection and copying shall be done at a time mutually agreed upon by the Parties in the place listed in Exhibit 1 of this Attachment. The costs of producing and mailing copies of records, which are to be paid by MCIm, are on an individual case basis. The components which make up the total costs are actual:

1)   Vendor costs based on the time spent researching reviewing and copying records (FL, GA, NC, SC only)

2)   BellSouth employee costs based on the time spent reviewing vendor provided records (FL, GA, NC, SC only)

3)   BellSouth employee costs based on the time spent researching, reviewing and copying records (AL, KY, LA, MS, TN only)

4)   Copying costs

5)   Shipping costs.

5.3   MCIm acknowledges that records and information provided by BellSouth pursuant to this Section may not reflect field conditions and that physical inspection is necessary to verify presence and condition of outside plant facilities and right of way. In providing

such records and information, BellSouth will not be liable to MCIm or any third party for errors/omissions contained therein, unless such errors/omissions are caused by the gross negligence or willful misconduct of BellSouth or its agents or employees.

5.4   For any information that is readily available, BellSouth shall use its best efforts to produce said information within five (5) business days {BellSouth language}-for requests to be viewed or picked up at record maintenance centers or twenty (20) business days (if mailed) of the written requests. MCIm may elect to be present at any field based survey of facilities identified pursuant to this paragraph and BellSouth shall provide MCIm at least forty-eight (48) hours' notice prior to initiating such field survey. MCIm employees or agents shall be permitted to enter BellSouth manholes and inspect such structures to confirm usability and/or evaluate condition of the structure(s) with at least forty-eight (48) hours' notice to BellSouth, with a BellSouth representative present and at MCIm's expense.

5.5   Issuance of Licenses When No Make-Ready Work is Required. If BellSouth determines that no make-ready work is required, BellSouth shall approve applications for pole attachment and conduit occupancy licenses and issue such licenses within twenty (20) business days after the determination has been made that no make-ready work is required but in no event later than 45 days after BellSouth receives the application, which period shall exclude any time BellSouth is awaiting a response from MCIm.

5.6   Assignment of Conduit, Duct and Pole Space. Within twenty (20) business days after (a) the determination that make-ready work is not required but no later than 45 days after BellSouth receives the application, which period shall exclude any time BellSouth is awaiting a response from MCIm or (b) after completion of make-ready work, if Make-Ready work is needed, BellSouth shall approve the assignment of space for pole attachment and conduit occupancy. If no make-ready work is required, such assignment shall include a granting of the license. If make-ready work is to be performed by BellSouth, such assignment shall remain in effect until make-ready costs are presented to MCIm and approval by MCIm pursuant to the time frames herein stated.

5.6.1   If MCIm approves BellSouth's make ready costs, MCIm shall have twelve (12) months from the date of assignment or sixty (60) days after completion of make-ready work by BellSouth, whichever time is later, to install its facilities. If MCIm rejects BellSouth's costs for make-ready work, but then elects to perform the make-ready work itself or through a contractor or if MCIm elects from the time of application to perform the make-ready work itself or through a contractor, MCIm shall install its facilities within twelve (12) months from the date of assignment. In the event MCIm does not install its facilities within the time frames set out in this Section 5.5.2, the assignment shall be void and such space shall become available.

6.   MAKE-READY WORK

6.1   If performed by BellSouth, make-ready work to accommodate MCIm's facilities shall be included in the normal work load schedule of BellSouth with construction

responsibilities in the geographic areas where the relevant poles or conduit systems are located and shall not be entitled to priority, advancement, or preference over other work to be performed by BellSouth in the ordinary course of BellSouth's business.

6.1.1   If MCIm desires make-ready work to be performed on an expedited basis and BellSouth agrees to perform the work on such a basis, BellSouth shall recalculate the estimated make-ready charges.

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. BellSouth shall send all invoices to MCIm via overnight courier.   BellSouth will schedule make-ready work for completion in a nondiscriminatory manner on a first-come first-served basis at parity with BellSouth. BellSouth will begin the process of scheduling make-ready work within twenty (20) days of receipt of payment from

6.3   Work Performed by Certified Contractor. In lieu of obtaining performance of make-ready work by BellSouth, MCIm at its option may perform the make-ready work itself or arrange for the performance of such work by a contractor. The party performing the work must be certified by BellSouth to work on or in its facilities. Certification shall be granted based upon reasonable and customary criteria employed by BellSouth in the selection of its own contract labor in accordance with FCC rules and regulations. Notwithstanding any other provisions of this Attachment, MCIm may not employ a contractor to accomplish make-ready work if BellSouth is likewise precluded from contractor selection under the terms of an applicable joint use agreement or collective bargaining agreement.

6.4   Completion of make-ready work. BellSouth will issue a license to MCIm at the time all make-ready work necessary to MCIm's attachment or occupancy has been completed.

7.   APPLICATION FORM AND FEES

7.1   Application Form and Fees. To apply for a license under this Attachment, MCIm shall submit the appropriate BellSouth administrative form(s), per Exhibit 2, (two (2) sets of each and either a route map specifically indicating MCIm desired route or engineered drawings are to be included). MCIm has the option of requesting copies of BellSouth records only, requesting a records and/or field survey to determine availability, or requesting a make-ready estimate. Before the Application and Conduit Occupancy License or Application and Pole Attachment License form is approved for the attachment, make ready work must be complete or a records or field survey has determined that make ready work is not required. MCIm shall submit with MCIm's license application a proposed or estimated construction schedule as set forth below in Section 7.1.2.   BellSouth will process license applications in the order in which they are received; provided, however, that when MCIm has multiple applications on file with BellSouth, MCIm may designate its desired priority of completion of prelicense surveys and make-ready work with respect to all such applications.

7.1.1   Each application for a license under this Attachment shall specify the proposed route of MCIm's facilities and identify the conduits and ducts or poles and pole facilities along the proposed route in which MCIm desires to place or attach its facilities, and describe the physical size, weight and jacket material of the cable which MCIm desires to place in each conduit or duct or the number and type of cables, apparatus enclosures and other facilities which MCIm desires to attach to each pole.

7.1.2   Each application for a license under this Attachment shall be accompanied by a proposed (or estimated) construction schedule containing the information specified below in Section 7 herein, and an indication of whether MCIm will, at it's option, perform it's own make-ready work.

7.2   Multiple Cables, Multiple Services, Lashing or Placing Additional Cables, and Replacement of Facilities. MCIm may include multiple cables in a single license application and multiple services (e.g., CATV and non-CATV services) may be provided by MCIm in the same cable sheath. MCIm's lashing additional cable to existing facilities of MCIm and placing additional cables in conduits or ducts already occupied by MCIm's facilities shall be permitted, and no additional fees will be applied unless otherwise specifically allowed by law; provided, however, that if MCIm desires to lash additional cable to existing facilities or place additional cables in conduits or ducts which are already occupied, or to replace existing facilities with new facilities substantially different from those described in licenses in effect, MCIm must apply for and acquire a new license specifically describing the physical size, weight and jacket material of the cable to be placed in BellSouth's conduits and ducts or the physical size, weight, and jacket type of cables and the size and weight of apparatus enclosures and other facilities to be attached to BellSouth's poles.

7.3   Single Point of Contact. Each Party hereby designates the employees named below as its single point of contact for any and all purposes of this Attachment, including, but not limited to, processing licenses and applications and providing records and information. Each Party may at any time designate a new point of contact by giving written notice of such change.

	Notices	Billing Address
To Licensee as follows:		
Contact		
Title	Associate Council	Contracts Administration
Company	MCIm	MCIm
Address		
Address	2400 North Glenville Drive	2270 Lakeside Blvd.
City, State, and Zip Code	Richardson Texas 75082	Richardson, Texas 75082
Telephone	972-729-6751	927-656-1397
Facsimile	972-729-6927	927-656-5888
	ATTN: LPP Network & Facilities	
with a copy to:	Senior Manager Route Contracts Management (Fax No. 927-656-5888)	
	2270 Lakeside Blvd., Richardson, Texas 75082	
and to Licensor as follows:		
Contact	Arthur B. Williams	
Title	Manager	
Company	BellSouth Telecommunications, Inc.	
Address	North W3D2	
Address	3535 Colonnade Parkway	
City, State, and Zip Code	Birmingham, AL 35243	
Telephone	(205) 977-5068	
Facsimile	(205) 977-7997	

8.   Processing Of Applications (Including Prelicense Surveys And Field Inspections)

8.1   <u>MCIm's Priorities</u>. When MCIm has multiple applications on file with BellSouth, MCIm shall designate its desired priority of completion of prelicense surveys and make-ready work with respect to all such applications.

8.2   <u>Pre-license Survey</u>. After MCIm has submitted its written application for a license, a pre-license survey (including a field inspection) will be performed by either Party, in the company of a representative of the other Party, as mutually agreed, to determine whether BellSouth's poles, anchors and anchor/guy strands, or conduit system, in their present condition, can accommodate MCIm's facilities, without substantially interfering with the ability of BellSouth or any other authorized person or entity to use or access the pole, anchor or anchor/guy strand or any portion of BellSouth's conduit system or facilities attached to BellSouth's pole or placed within or connected to BellSouth's conduit system. If MCIm gives its prior written consent in writing, the determination of duct availability may include the "rodding" of ducts at MCIm's expense.

If pre-license survey is to be conducted by BellSouth, BellSouth will provide MCIm with a cost, based on its review of MCIm's application request, to perform the pre-license survey. All charges for pre-license work performed by BellSouth are payable in advance, with the amount of any such advance payment to be due within sixty (60) days after receipt of an invoice from BellSouth. Upon receipt of Licensee's payment of pre-license survey costs, BellSouth will schedule the survey for completion in a nondiscriminatory manner on a first-come first-served basis at parity with BellSouth.

8.2.1   The purpose of the prelicense survey is to determine whether space is available for MCIm's proposed attachments or whether MCIm's proposed attachments to BellSouth's poles or occupancy of BellSouth's conduit and ducts will substantially interfere with use of BellSouth's facilities by BellSouth and others with facilities occupying, connected or attached to BellSouth's pole or conduit system, and to provide information to MCIm for its determination of whether the pole, anchor, anchor/guy strand, conduit, duct, or right-of-way is suitable for its use.

8.2.2   Based on information provided by BellSouth, MCIm shall determine whether BellSouth's pole, anchor, anchor/guy strand, conduit and duct facilities are suitable to meet MCIm's needs.

8.2.3   BellSouth may not unreasonably refuse to continue to process an application based on BellSouth's determination that MCIm's proposed use of BellSouth's facilities will not be in compliance with applicable requirements, specifications, rules, regulations, ordinances, and laws. MCIm shall be responsible for making its own, independent determination that its use of such facilities will be in compliance with such requirements, specifications, rules, regulations, ordinances and laws. MCIm acknowledges that BellSouth is not explicitly or implicitly warranting to MCIm that MCIm's proposed use of BellSouth's facilities will be in compliance with applicable requirements, specifications, rules, regulations, ordinances, and laws.

8.3   Administrative Processing. The administrative processing portion of the prelicense survey (which includes, without limitation, processing the application, preparing make-ready work orders, notifying joint users and other persons and entities of work requirements and schedules, coordinating the relocation/rearrangement of BellSouth and/or other licensed facilities) will be performed by BellSouth at MCIm's expense. Anything to the contrary herein notwithstanding, BellSouth shall bear no responsibility for the relocation, rearrangement or removal of facilities used for the transmission or distribution of electric power.

9.   ISSUANCE OF LICENSES

9.1   Obligation to Issue Licenses. BellSouth shall issue a license to MCIm pursuant to this Section 9. BellSouth and MCIm acknowledge that each application for a license shall be evaluated on an individual basis. Nothing contained in this Attachment shall be construed as abridging any independent pole attachment rights or conduit or duct access rights which MCIm may have under the provisions of any applicable federal or State laws or regulations governing access to BellSouth's poles, conduits and ducts. Each license issued hereunder shall be for an indefinite term, subject to MCIm's compliance with the provisions applicable to such license and further subject to MCIm's right to terminate such license at any time for any reason upon at least thirty (30) days' prior written notice.

9.1.1   Issuance of Licenses When No Make-Ready Work is Required. Moved to 5.5.1.

9.2   Multiple Applications.   MCIm acknowledges that multiple parties, including BellSouth, may seek to place their facilities in BellSouth's conduit and ducts at or about the same time, that the make-ready work required to prepare BellSouth's facilities to accommodate multiple applicants may differ from the make-ready work required to accommodate a single applicant, that issues relating to the proper apportionment of costs arise in multi-applicant situations that do not arise in single-applicant situations, and that cooperation and negotiations between all applicants and BellSouth may be necessary to resolve disputes involving multiple applications for permission to place facilities in/on the same pole, conduit, duct, or right-of-way.

9.2.1   All applications will be processed on a first-come, first served basis.

9.3   Agreement to Pay for All Make-Ready Work Completed. MCIm's submission of written authorization for make-ready work shall also constitute MCIm' s agreement to pay additional cost-based charges, if any, for completed make-ready work.

9.4   Payments to Others for Expenses Incurred in Transferring or Arranging Their Facilities. MCIm shall make arrangements with the owners of other facilities located in or connected to BellSouth's conduit system or attached to BellSouth's poles, anchors or anchor/guy strands regarding reimbursement for any expenses incurred by them in transferring or rearranging their facilities to accommodate the placement or attachment of MCIm's facilities in or to BellSouth's structures.

9.5   All charges for make-ready work performed by BellSouth are payable in

advance, with the amount of any such advance payment to be due within sixty (60) days after receipt of an invoice from BellSouth. BellSouth shall send all invoices to MCIm via overnight courier. BellSouth will schedule make-ready work for completion in a nondiscriminatory manner on a first come first served basis at parity with BellSouth. BellSouth will begin the process of scheduling make-ready work within twenty (20) days of receipt of payment from MCIm.

9.6   License.   When MCIm's application for a pole attachment or conduit occupancy license is approved, and all required make-ready work completed, BellSouth will execute and return a signed authorization to MCIm, as appropriate, authorizing MCIm to attach or place the specified facilities on BellSouth's poles or in BellSouth's conduit or ducts.

9.6.1   Each license issued under this Attachment shall authorize MCIm to attach to BellSouth's poles or place or maintain in BellSouth's conduit or ducts only those facilities specifically described in the license, and no others.

9.6.2   Except as expressly stated to the contrary in individual licenses issued hereunder, each license issued pursuant to this Attachment shall incorporate all terms and conditions of this Attachment whether or not such terms or conditions are expressly incorporated by reference on the face of the license itself. In the event of a conflict between the provisions of such license and this Attachment, the provisions of this Attachment shall control.

10.   CONSTRUCTION OF MCIm's FACILITIES

10.1   Construction Schedule.   MCIm shall submit with MCIm's license application a proposed or estimated construction schedule. Promptly after the issuance of a license permitting MCIm to attach facilities to BellSouth's poles or place facilities in BellSouth's conduit or ducts, MCIm shall provide BellSouth with an updated construction schedule and shall thereafter keep BellSouth informed of significant anticipated changes in the construction schedule. Construction schedules required by this Attachment shall include, at a minimum, the following information:

10.1.1   The name, title, business address, and business telephone number of the manager responsible for construction of the facilities;

10.1.2   The names of each contractor and subcontractor which will be involved in the construction activities;

10.1.3   The estimated dates when construction will begin and end; and

10.1.4   The approximate dates when MCIm or persons acting on MCIm's behalf will be performing construction work in connection with the placement of MCIm's facilities in BellSouth's conduit or ducts.

10.2   Additional Pre-construction Procedures for Facilities Placed in Conduit System. The following procedures shall apply before MCIm places facilities in BellSouth's conduit system:

10.2.1   MCIm shall give written notice of the type of facilities which are to be placed; and;

10.2.2   BellSouth shall designate the particular duct or ducts or inner ducts (if available) to be occupied by MCIm's facilities, the location and the manner in which MCIm's facilities will enter and exit BellSouth's conduit system, and the specific location and manner of installation of any associated equipment which is permitted by BellSouth to occupy the conduit system. MCIm may not occupy a duct other than the specified duct without the express written consent of BellSouth. BellSouth shall provide to MCIm space in manholes for racking and storage of up to fifty (50) feet of cable, provided space is available.

10.3   BellSouth Not Responsible for Constructing or Placing Facilities. BellSouth shall have no obligation under this Attachment to construct any facilities for MCIm or to attach MCIm's facilities to, or place MCIm's facilities in, BellSouth's poles or conduit system, except as may be necessary to facilitate the interconnection of unbundled network elements or except to the extent expressly provided under this Attachment, any license issued hereunder, or by the Telecommunications Act of 1996 or any applicable law.

10.4   MCIm Responsible for Constructing, Attaching and Placing Facilities. Except where otherwise mutually agreed by MCIm and BellSouth, MCIm shall be responsible for constructing its own facilities and attaching those facilities to, or placing them in BellSouth's poles, conduit or ducts, at MCIm's sole cost and expense. MCIm shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the construction and placement of MCIm's facilities and for directing the activities of all persons acting on MCIm's behalf while they are physically present on BellSouth's pole, in any part of BellSouth's conduit system or in the vicinity of BellSouth's poles or conduit system.

10.5   Compliance with Applicable Standards, Health and Safety Requirements, and Other Legal Requirements. MCIm shall construct its facilities in accordance with the provisions of this Attachment and all licenses issued hereunder.

10.5.1   Intentionally left blank.

10.5.2   Intentionally left blank.

10.5.3   MCIm shall not permit any person acting on MCIm's behalf to perform any work on BellSouth's poles or within BellSouth's conduit system without first verifying, to the extent practicable, on each date when such work is to be performed, that the condition of the pole or conduit system is suitable for the work to be performed. If MCIm or any person working on MCIm's behalf determines that the condition of the pole or conduit system is not suitable for the work to be performed, MCIm shall notify BellSouth of the condition of the pole or conduit system in question and shall not proceed with construction activities until MCIm is satisfied that the work can be safely performed.

10.6   Construction Notices. If requested to do so, MCIm shall provide BellSouth with information to reasonably assure BellSouth that construction has been performed in accordance with all applicable standards and requirements.

10.7   Intentionally left blank.

10.8   Manhole and Conduit Break-Outs. MCIm shall be permitted to add conduit ports to BellSouth manholes when existing conduits do not provide the pathway connectivity needed by MCIm, provided the structural integrity of the manhole is maintained, and sound engineering judgment is employed.

10.9   Completion of Licensee Construction. For each Licensee Attachment to or occupancy within BellSouth facilities, Licensee will provide to BellSouth's single-point of contact within sixty (60) days of Licensee construction-complete date) a complete set of actual placement drawings for posting to BellSouth records.

11.   USE AND ROUTINE MAINTENANCE OF MCIm's FACILITIES

11.1   Use of MCIm's Facilities. Each license granted under this Attachment authorizes MCIm to have access to MCIm's facilities on or in BellSouth's poles, conduits and ducts as needed for the purpose of serving MCIm's customers, including, but not limited to, powering electronics, monitoring facilities, or transporting signaling.

11.2   Routine Maintenance of MCIm's Facilities. Each license granted under this Attachment authorizes MCIm to engage in routine maintenance of MCIm's facilities located on or in BellSouth's poles, conduits, ducts and rights-of-way pursuant to such license. MCIm shall give reasonable notice to the affected public authority or private landowner, as appropriate, before commencing the construction or installation of its attachments or making any material alterations thereto. MCIm shall give reasonable notice to BellSouth before performing any work, whether or not of a routine nature, in BellSouth's conduit system.

11.3   MCIm Responsible for Maintenance of MCIm's Facilities. MCIm shall maintain its facilities in accordance with the provisions of this Attachment, including, but not limited to, all requirements set forth above in this agreement herein, and all licenses issued hereunder. MCIm shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the maintenance of MCIm's facilities and for directing the activities of all persons acting on MCIm's behalf while they are physically present on BellSouth's poles, within BellSouth's conduit system or in the immediate vicinity of such poles or conduit system.

11.4   BellSouth Not Responsible for Maintaining MCIm's Facilities. BellSouth shall have no obligation to maintain any facilities which MCIm has attached or connected to, or placed in, BellSouth's poles, conduits, ducts or any portion of BellSouth's conduit system, except to the extent expressly provided by the provisions of this Attachment or any license issued hereunder, or by the Act or other applicable federal, State, or local laws, rules or regulations.

11.5   Information Concerning the Maintenance of MCIm's Facilities. Promptly after the issuance of a license permitting MCIm to attach facilities to, or place facilities in BellSouth's poles, conduits or ducts, MCIm shall provide BellSouth with the name, title, business address, and business telephone number of the manager responsible for

routine maintenance of MCIm's facilities, and shall thereafter notify BellSouth of changes to such information. The manager responsible for routine maintenance of MCIm's facilities shall, on BellSouth's request, identify any contractor, subcontractor, or other person performing maintenance activities on MCIm's behalf at a specified site and shall, on BellSouth's request, provide such additional documentation relating to the maintenance of MCIm's facilities as reasonably necessary to demonstrate that MCIm and all persons acting on MCIm's behalf are complying with the requirements of this Attachment and licenses issued hereunder.

11.6   Identification of Personnel Authorized to Have Access to MCIm's Facilities.   All personnel authorized to have access to MCIm's facilities shall, while working on BellSouth's poles, in its conduit system or ducts or in the vicinity of such poles, ducts or conduit systems, carry with them suitable identification and shall, upon the request of any BellSouth employee, produce such identification.

12.   MODIFICATION AND REPLACEMENT OF MCIm's FACILITIES

12.1   Notification of Planned Modification or Replacement of Facilities. MCIm shall, when practicable, notify BellSouth in writing at least sixty (60) days before adding to, relocating, replacing or otherwise modifying its facilities attached to a BellSouth pole, anchor or anchor/guy strand or located in any BellSouth conduit or duct. The notice shall contain sufficient information to enable BellSouth to determine whether the proposed addition, relocation, replacement, or modification is permitted under MCIm's present license or requires a new or amended license.

12.2   New or Amended License Required. A new or amended license will be required if the proposed addition, relocation, replacement, or modification:

12.2.1   Requires that MCIm use additional space on BellSouth's poles or in its conduits or ducts, including, but not limited to, any additional ducts, inner-ducts, or substantial space in any handhole or manhole, on either a temporary or permanent basis; or

12.2.2   Results in the size or location of MCIm's facilities on BellSouth's poles or in its conduit or ducts being appreciably different from those described and authorized in MCIm's then existing license (e.g., different duct or size increase causing a need to re-calculate storm loadings, guying, or pole class).

13.   REARRANGEMENT OF FACILITIES AT THE REQUEST OF ANOTHER

13.1   Make-Ready Work at the Request of MCIm. If, prior to the issuance of a license, MCIm determines that any pole, anchor, anchor/guy strand, conduit or duct is inadequate to accommodate MCIm's proposed pole attachment or conduit occupancy or that it will be necessary or desirable for BellSouth or any other person or entity to rearrange existing facilities or structures to accommodate MCIm, MCIm shall promptly advise BellSouth of the make-ready work it believes necessary to enable the accommodation of MCIm's facilities.

13.1.1   BellSouth shall determine, in the exercise of sound engineering judgment, whether or not such make-ready work is necessary or possible. In determining whether make-

ready work is necessary, BellSouth shall endeavor to minimize its costs. If it is determined that such make-ready work is required, within twenty (20) business days of such determination, BellSouth shall provide MCIm with the estimated costs for make-ready work and a make-ready due date.

13.1.2   MCIm shall be solely responsible for negotiating with persons or entities other than BellSouth for the rearrangement of such persons' or entities' facilities or structures and, except where such rearrangement is for the benefit of BellSouth and/or other licensees as well as MCIm, shall be solely responsible for paying all charges attributable to the rearrangement of such facilities; provided, however, that if facilities rearrangements require new licenses from BellSouth, BellSouth shall issue such licenses in conjunction with the issuance of the applied-for license to MCIm.

13.2   Rearrangement of MCIm's Facilities at BellSouth's or Another Entity's Request. MCIm acknowledges that, from time to time, it may be necessary or desirable for BellSouth to change out poles, relocate, reconstruct, or modify portions of its conduit system or rearrange facilities contained therein or connected thereto and that such changes may be necessitated by BellSouth's business needs or by an authorized application or license of another entity seeking access to BellSouth's poles, conduit systems, ducts and/or rights-of-way. MCIm agrees that MCIm will, upon BellSouth's request, and at BellSouth's expense, but at no cost to MCIm, participate with BellSouth and other licensees in the relocation, reconstruction, or modification of BellSouth's conduit system or facilities rearrangement. MCIm acknowledges that, from time to time, it may be necessary or desirable for BellSouth to change out poles, relocate, reconstruct, or modify portions of its conduit system or rearrange facilities contained therein or connected thereto as a result of an order by a municipality or other governmental authority. MCIm shall, upon BellSouth's request, participate with BellSouth and other licensees in the relocation, reconstruction, or modification of BellSouth's conduit system or facilities rearrangement and pay its proportionate share of any costs of such relocation, reconstruction, or modification that are not reimbursed by such municipality or governmental authority.

13.2.1   MCIm shall make all rearrangements of its facilities within such period of time as is jointly deemed reasonable by the Parties based on the amount of rearrangements necessary and a desire to minimize chances for service interruption or facility-based service denial to an MCIm customer.

13.2.2   If MCIm fails to make the required rearrangements within the time prescribed or within such extended periods of time as may be granted by BellSouth in writing, BellSouth may perform such rearrangements with written notice to MCIm, and MCIm shall reimburse BellSouth for actual costs and expenses incurred by BellSouth in connection with the rearrangement of MCIm's facilities; provided, however, that nothing contained in this Attachment or any license issued hereunder shall be construed as requiring MCIm to bear any expenses which, under the Act or other applicable federal or State laws, rules or regulations, are to be allocated to persons or entities other than MCIm; and provided further, however, that MCIm shall have no responsibility for rearrangement costs and expenses relating to rearrangements performed for the purpose of meeting BellSouth's business needs or the business needs

of any other licensee/joint user.

13.2.3   MCIm will not be required to bear any of the costs of rearranging or replacing its facilities, if such rearrangement or replacement is required as a result of an additional attachment or the modification of an existing attachment sought by any entity other than MCIm, including BellSouth.

14.   EMERGENCY REPAIRS AND POLE REPLACEMENTS

14.1   <u>MCIm Responsible for Emergency Repairs to its Own Facilities</u>. In general, MCIm shall be responsible for making emergency repairs to its own facilities and for formulating appropriate plans and practices which will enable it to make such emergency repairs. BellSouth shall be under no obligation to perform any repair or service restoration work of any kind with respect to MCIm's facilities.

14.2   In the event of an emergency, restoration procedures may be affected by the presence of MCIm facilities in or on BellSouth structures. While BellSouth maintains no responsibility for the repair of damaged MCIm facilities , it must nonetheless control access to structures if restoration of affected facilities is to be achieved in an orderly fashion.

14. 3   When an emergency situation arises which necessitates Carrier access to a manhole, MCIm should call BellSouth's Access Customer Advocate Center (ACAC) or the Unbundled Network Element (UNE) Center. BellSouth will then arrange for access with on-call maintenance field personnel during the emergency situation. (A list of contact telephone numbers is available to MCIm for this purpose; MCIm can obtain this information from MCIm's account manager).

14.4   If only MCIm owned facilities are affected, BellSouth shall use best efforts to respond within four (4) hours of MCIm's call requesting BellSouth personnel to be present at site of emergency. MCIm will perform emergency repair under the direction of BellSouth employee(s) or representative available, at MCIm 's sole cost and expense. Should BellSouth not respond in agreed upon time frame, MCIm will have the right to proceed with the emergency repair without BellSouth employee(s) present.

15.   INSPECTION BY BELLSOUTH OF MCIm's FACILITIES

15.1   <u>BellSouth's Right to Make Periodic or Spot Inspections</u>. BellSouth shall have the right to make periodic or spot inspections at any time of any part of MCIm's facilities attached to BellSouth's poles, anchors or anchor/guy strands or occupying any BellSouth conduit or duct for the limited purpose of determining whether MCIm's facilities are in compliance with the terms of this Attachment and licenses granted hereunder; provided that such inspections must be non-invasive (e.g., no splice cases may be opened).

15.1.1   BellSouth will give MCIm advance written notice of such inspections, and MCIm shall have the right to have a representative attend such inspections, except in those instances where safety considerations justify the need for such inspection without the delay of waiting until written notice has been forwarded to MCIm.

15.1.2   Such inspections shall be conducted at BellSouth's expense; provided, however, that MCIm shall bear the cost of inspections as delineated in Section 3.12.

15.2   <u>No Duty to MCIm</u>. Neither the act of inspection by BellSouth of MCIm's facilities nor any failure to inspect such facilities shall operate to impose on BellSouth any liability of any kind whatsoever or to relieve MCIm of any responsibility, obligations or liability under this Attachment or otherwise existing.

16.   NOTICE OF NONCOMPLIANCE

16.1   <u>Notice of Noncompliance</u>. If, at any time, BellSouth determines that MCIm's facilities or any part thereof have not been placed or maintained or are not being used in accordance with the requirements of this Attachment, BellSouth may send written notice to MCIm specifying the alleged noncompliance. MCIm agrees to acknowledge receipt of the notice as soon as practicable. If MCIm does not dispute BellSouth's assertion that such facilities are not in compliance, MCIm agrees to provide BellSouth with a schedule for bringing such facilities into compliance, to bring the facilities into compliance within a reasonable time, and to notify BellSouth in writing when the facilities have been brought into compliance.

16.2   <u>Disputes over Alleged Noncompliance</u>. If MCIm disputes BellSouth's assertion that MCIm's facilities are not in compliance, MCIm shall notify BellSouth in writing of the basis for MCIm's assertion that its facilities are in compliance.

16.3   <u>Failure to Bring Facilities into Compliance</u>. If MCIm has not brought the facilities into compliance within a reasonable time or provided BellSouth with proof sufficient to persuade BellSouth that BellSouth erred in asserting that the facilities were not in compliance, and if BellSouth determines in good faith that the alleged noncompliance causes or is likely to cause material damage to BellSouth's facilities or those of others users, BellSouth may, at its option and MCIm's expense, take such non-service affecting steps as may be required to bring MCIm's facilities into compliance, including but not limited to correcting any conditions which do not meet the specifications of this Attachment.

16.4   <u>Correction of Conditions by BellSouth</u>. If BellSouth elects to bring MCIm's facilities into compliance, the provisions of this Attachment shall apply.

16.4.1   BellSouth will, whenever practicable, notify MCIm in writing before performing such work. The written notice shall describe the nature of the work to be performed and BellSouth's schedule for performing the work.

16.4.2   If MCIm's facilities have become detached or partially detached from supporting racks or wall supports located within a BellSouth manhole, BellSouth may, at MCIm's expense, reattach them but shall not be obligated to do so. If BellSouth does not reattach MCIm's facilities, BellSouth shall endeavor to arrange with MCIm for the reattachment of any facilities affected.

16.4.3   BellSouth shall, as soon as practicable after performing the work, advise MCIm in writing of the work performed or action taken. Upon receiving such notice, MCIm shall inspect the facilities and take such steps as MCIm may deem necessary to insure

that the facilities meet MCIm's performance requirements.

16.5   <u>MCIm to Bear Expenses</u>. MCIm shall bear all expenses arising out of or in connection with any work performed to bring MCIm's facilities into compliance with the requirements of this Attachment; provided, however that nothing contained in this Attachment or any license issued hereunder shall be construed as requiring MCIm to bear any expenses which, under applicable federal or State laws, rules or regulations, must be borne by persons or entities other than MCIm.

17.   UNAUTHORIZED OCCUPANCY OR UTILIZATION OF BELLSOUTH'S FACILITIES

17.1   <u>Licensing or Removal of Unauthorized Attachments</u>. If any of MCIm's facilities shall be found attached to pole(s) or occupying conduit systems for which no license is outstanding, BellSouth, without prejudice to its other rights or remedies under this Agreement, including termination of licenses, may impose a charge and require MCIm to submit in writing, within thirty (30) days after receipt of written notification from BellSouth of the unauthorized attachment or conduit occupancy, a pole attachment or conduit occupancy license application. If such application is not received by BellSouth within the specified time period, MCIm may be required at BellSouth's option to remove its unauthorized attachment or occupancy within sixty (60) days of the final date for submitting the required application, or BellSouth may at the end of such sixty (60) day period, at BellSouth's option remove MCIm's facilities without liability, and the expense of such removal shall be borne by MCIm. Charges for any such unauthorized occupancy shall be equal to the applicable license fees and charges which would have been payable from and after the date such facilities were first placed on BellSouth's poles or in BellSouth's conduit system, if MCIm provides reasonable documentation of such placement. If MCIm is unable to provide such reasonable documentation the matter may be submitted to the Dispute Resolution Procedures set forth in Part A of this Agreement.

17.1.1   Nothing contained in the Agreement or any license issued hereunder shall be construed as requiring MCIm to bear any expenses which, under applicable federal or State laws or regulations, must be borne by persons or entities other than MCIm.

17.2   <u>Prompt Payment of Applicable Fees and Charges</u>. Fees and charges for unauthorized pole attachments and conduit system occupancies, as specified in this Agreement, shall be due and payable within thirty (30) days of receipt by MCIm of an itemized invoice therefor.

17.3   <u>No Implied Waiver or Ratification of Unauthorized Use</u>. No act or failure to act by BellSouth with regard to said unlicensed use shall be deemed as a ratification of the unlicensed use; and if any license should be subsequently issued, said license shall not operate retroactively or constitute a waiver by BellSouth of any of its rights or privileges under this Attachment or otherwise; provided, however, that MCIm shall be subject to all liabilities, obligations and responsibilities of this Attachment with respect to such unauthorized use from its inception.

18.   REMOVAL OF MCIm's FACILITIES

18.1   <u>Pole Attachments</u>. MCIm, at its expense, will remove its attachments from any of BellSouth's poles within thirty (30) days after termination of the license covering such attachments. If MCIm fails to remove its attachments within such thirty (30) day period, BellSouth shall have the right to remove such attachments at MCIm's expense and without any liability on the part of BellSouth for damage or injury to MCIm's attachments unless caused by the negligence or intentional misconduct of BellSouth.

18.2   <u>Conduit Occupancy</u>. MCIm, at its expense, will remove its communications facilities from any BellSouth conduit system within sixty (60) days after:

18.2.1   Termination of the license covering such conduit occupancy; or

18.2.2   The date MCIm replaces its existing facilities in one duct with substitute facilities in another duct.

18.2.3   If MCIm fails to remove its facilities within the specified period, BellSouth shall have the right to remove such facilities at MCIm's expense and without any liability on the part of BellSouth for damage or injury to such facilities unless caused by the negligence or intentional misconduct of BellSouth.

18.3   <u>Continuing Responsibility for Fees and Charges</u>. MCIm shall remain liable for and pay to BellSouth all applicable fees and charges, if any, pursuant to provisions of this Agreement until all of MCIm's facilities are physically removed from BellSouth's poles or conduit system.

19.   FEES, CHARGES, AND BILLING

19.1   <u>License Charges</u>. MCIM agrees to pay charges in Attachment 1. These rates will be recalculated during the term of this Agreement in accordance with the Telecommunications Act of 1996 and applicable FCC or State Commission rules and regulations. License charges commence on the first day of the calendar month following the date a license is issued. Such charges cease as of the final day of the calendar month preceding the month in which the attachment or occupancy is physically removed or the utilization is discontinued. A one-month minimum charge is applicable to all licenses. Such current-year charges are normally billed on or near July 1 of each year; annual billing is for the period January 1 through December 31 (six (6) months in arrears and six (6) months in advance) and to include true-up for actual billing for previous year's advance billing for period July 1 through December 31.

19.2   <u>Computation of Charges</u>. Attachment and occupancy rates shall be applied to the number of pole(s) and duct feet of conduit for which licenses have been issued before December 1 of each calendar year. Charges for attachment(s) and occupancy which commenced during the preceding twelve (12) month period will be prorated accordingly.

EXHIBIT 1

BellSouth Records Maintenance Centers

For **Alabama** plant and right of way records:

> Records Maintenance Center
> S04
> 1876 Data Drive
> Birmingham, AL 35244

For **Kentucky** plant and right of way records:

> Records Maintenance Center
> Room 2-SW
> 601 W. Chestnut Street
> Louisville, KY 40203

For **Louisiana** plant and right of way records:

> Records Maintenance Center
> 2nd Floor North
> 6767 Bundy Road
> New Orleans, LA 70140

For **Mississippi** plant and right of way records:

> Records Maintenance Center
> 5723 Hwy. 18 S
> Jackson, MS 39209

For **Tennessee** plant and right of way records:

> Records Maintenance Center
> Room 9 B 15
> 333 Commerce Street
> Nashville, TN 37201

For **Georgia, Florida, North Carolina, and South Carolina**:

Plant Records	Right of Way Records
Records Maintenance Center	Regional Landbase Admin. Center
5228 Central Avenue	Attn.: Right of Way Records
Charlotte, NC 28212	16 GG 1 BST
	301 W. Bay Street
	Jacksonville, FL 32201

EXHIBIT 2

BELLSOUTH ADMINISTRATIVE FORMS AND NOTICES

This Exhibit 2 lists the types of administrative forms to be utilized in connection with this Agreement.

Type	Form Description	Form Number
General		
	Inquiry Request	GN-1
	Records Review Request	GN-2
	Pre-License Survey Request	GN-3
	Make-Ready Estimate Request	GN-4
	Building Space License Agreement for Shared Owner-Provided Access	GN-5
	CLEC Request to Complete Investigation of Facilities	GN-6
Poles		
	Application and Pole Attachment License	PL-1
	Pole Survey Form	PL-2
	Itemized Estimate	PL-3
	Notification of Surrender or Modification of Pole Attachment License	PL-4
Conduit		
	Application and Conduit Occupancy License	CN-1
	Conduit System Diagram	CN-2
	Conduit System - Manhole Detail	CN-3
	Cable to Occupy Conduit	CN-4
	Equipment Housings to be Placed in Manholes	CN-5
	Conduit Make-Ready Work & Charges	CN-6
	Notification of Surrender or Modification of Conduit Occupancy License	CN-7
	Request for Entry into Manhole(s) and/or Vaults	CN-8
	Request to "Rod" and/or Clearing of Ducts	CN-9
	Request to Core Bore and/or Modify Manhole(s)	CN-10
	Spare and/or Emergency Reservation	CN-11
Right of Way		
	Application and Right of Way Occupancy License	RW-1
Notification		
	Construction Performed and/or Completed	NT-1
	Lashing to Third Party Facilities	NT-2
	Dispute of Make-Ready Charges	NT-3
	Change in Priority for Processing Applications	NT-4
	Change of SPOC	NT-5
	Maintenance Manager	NT-6
	Inspection and Compliance	NT-7
	Unsafe Conditions	NT-8
	Dispute of Compliance	NT-9
	Facilities Brought into Compliance	NT-10
	BellSouth Notifications	NT-11
	Licensee Notifications	NT-12
	Consent of Licensor	NT-13

TABLE OF CONTENTS

Attachment 7

NUMBER PORTABILITY

ATTACHMENT 7

NUMBER PORTABILITY

Section 1. BellSouth Provision of Number Portability

1.1   Each Party shall provide, upon the other Party's request, Local Number Portability (LNP) and Interim Number Portability (INP) in accordance with applicable law and the terms of this Agreement. The Parties shall provide LNP in accordance with Section 3 of this Attachment. Until such time as LNP is deployed for a specific service area, the Parties shall provide INP pursuant to Section 2 of this Attachment. Consistent with the requirements to move to LNP, INP will be available until such permanent solution is implemented in an end office. In connection with all methods of moving End Users' telephone numbers from one Party's switch to the other Party's switch, the Parties will use reasonable efforts to minimize impairment of functionality, quality, reliability and convenience to End Users.

1.2 Cost Recovery for INP. Each Party shall bear its own costs to develop INP features, but charges for using INP features may be imposed in accordance with the provisions of Attachment 1.

1.3 Cost Recovery for LNP. The Parties shall comply with any and all Applicable Law regarding the ability to charge for the requests for or provision of LNP. Pursuant to the FCC rules and regulations regarding LNP, each Party shall bear its own costs in connection with requests for and provision of LNP.

1.4 End User Line Charge. Recovery of charges associated with implementing Number Portability through a monthly charge assessed to end users has been authorized by the FCC. This end user line charge will be as filed in BellSouth FCC No. 1 and will be billed to MCIm only where MCIm is a subscriber to local switching or where MCIm is a reseller of BellSouth telecommunications services. This charge will not be discounted.

Section 2. Interim Number Portability (INP)

2.1 Until the industry-wide permanent solution is implemented in an end office, BellSouth shall provide INP. INP is an interim service arrangement whereby an end user who switches subscription of his local exchange

service from BellSouth to MCIm, or vice versa, is permitted to retain the use of his existing assigned telephone number, provided that the end user remains at the same location for his local exchange service or changes locations and service providers but stays within the same local calling area or Rate Center, whichever is larger.

> 2.1.1 INP is not available for unassigned numbers. INP for a particular telephone number is available only from the central office originally providing local exchange service to the end user. INP for a particular assigned telephone number will be disconnected when any end user or Commission action results in the end user no longer being located within the same local calling area or Rate Center, whichever is larger.

2.2 INP is available through either remote call forwarding ("INP-RCF"), or direct inward dialing trunks ("INP-DID"), and MCIm shall select, subject to availability, which of these methods shall be used for each application. MCIm shall specify on a per telephone number basis, and subject to availability, which method of INP is to be employed and BellSouth shall provide such method to the extent Technically Feasible. BellSouth shall make remote call forwarding available at every end office where LNP is not available.

2.3 INP-RCF is an interim method to provide subscribers with service-provider portability by redirecting calls within the telephone network. When INP-RCF is used to provide INP, calls to the ported number will first route to the Party's switch to which the ported number was previously assigned. That switch will then forward the call to a number associated with the other Party's designated switch to which the number is ported. The forwarded-to number shall be specified by MCIm or BellSouth, as appropriate. The forwarding company will provide identification of the originating telephone number, via SS7 signaling, to the receiving Party. INP-RCF provides a single call path for the forwarding of no more than one simultaneous call to the receiving Party's specified forwarded-to number. Either Party may order any additional paths to handle multiple simultaneous calls to the same ported telephone number for an additional charge as set forth in Attachment 1 to this Agreement.

2.4 SS7 signaling is required for INP Services. Calls originated from RCF ported numbers in BellSouth end offices and sent to the MCIm network must follow industry standards regarding number parameters in the SS7 Initial Address Message.

2.5 Each company shall be responsible for obtaining authorization from the end user for the handling of the disconnection of the end user's

service, the provision of new local service and the provision of INP services. Each company shall be responsible for coordinating the provision of service with the other to assure that its switch is capable of accepting INP ported traffic. Neither Party shall be responsible for its inability to port calls to the other Party when such inability is caused by inadequate or insufficient equipment or facilities of the other Party.

2.6 Other Provisions for INP:

2.6.1 BellSouth shall exchange with MCIm, SS7 TCAP messages as required for the implementation of Custom Local Area Signaling Services (CLASS) or other features available in the BellSouth network where technically feasible. Such CLASS and other features will be consistent with the technical references as specified by the FCC.

2.6.2 Upon notification from MCIm that it will be initiating INP, BellSouth shall disclose to MCIm any technical or capacity limitations that would prevent the use of the requested INP method in a particular switching office. The Parties shall cooperate in the process of porting numbers to minimize subscriber out-of-service time, including updating switch translations where necessary within time frames at parity with time frames for conversions experienced by each Party's end users or other CLECs, but in any event each Party shall use its best efforts not to exceed thirty (30) minutes after notification that physical cut-over has been completed (or initiated).

2.6.3 BellSouth shall send the appropriate CARE transaction to notify the appropriate IXC that access is now provided by a new CLEC for that number.

2.7 Ordering Intervals for INP. Ordering intervals for INP shall be consistent with those offered to all CLEC's. Intervals for installation of Services shall be at such intervals as established in a generic Commission order or in a Commission order applicable to all carriers generally relating to BellSouth performance measures. For stand alone INP requests, the following will apply. For simple services, those not considered as complex, consisting of 25 lines or less and for requests to port DID numbers of 100 or less where the trunk group is existing, the following targeted intervals will apply. BellSouth will provide a firm order confirmation (FOC) or reject the Local Service Request (LSR) within two (2) business days of receipt of the request and the service interval to provision INP will be five (5) business days from receipt of an error free LSR. For other requests not mentioned above, intervals for installation of

Services shall be at such intervals as established in a generic Commission order or in a Commission order applicable to all carriers generally relating to BellSouth performance measures. INP requests associated with provisioning other services will carry intervals as defined for the service with the longer interval or as mutually agreed to on a case by case basis. Intervals for installation of Services shall be at such intervals as established in a generic Commission order or in a Commission order applicable to all carriers generally relating to BellSouth performance measures.

2.7.1 BellSouth will review the entire LSR and will reject or clarify, in accordance with Attachment 8 of this Agreement, all fields that are in error for the current version under review. BellSouth will note these errors with the rejected or clarified LSR. Subsequent versions may be rejected based on new information provided by MCIm or due to downstream edits in BellSouth's ordering or preordering systems.

2.7.2 LSR's not acknowledged within targeted intervals as provided for above, may be escalated by MCIm to BellSouth and a commitment will be agreed to for the new FOC or reject interval. BellSouth will not provision a service prior to the date contained in the FOC unless indicated to do so by a properly submitted supplemental LSR. BellSouth will provision requested services at levels that are at parity with the same intervals BellSouth provides to it's own end users, itself, or to other CLEC's.

2.8 Disconnects. MCIm will promptly notify BellSouth when (i) a Customer ported via INP disconnects service from MCIm or (ii) upon the termination of any intercept treatment provided to a subscriber ported via INP, whichever is later. BellSouth shall accept an accurately submitted supplemental request to cancel or change the Appointment Date prior to the date and time contained in the FOC and will work cooperatively to ensure service outage experience by End Users is minimal.

Section 3. Local Number Portability (LNP)

3.1 Each Party shall use reasonable efforts to facilitate the expeditious deployment of LNP consistent with the processes and implementation schedules for LNP deployment prescribed by the FCC. In connection with the provision of LNP, the Parties agree to support and comply with all relevant requirements or guidelines that may be adopted by the state Commission or the FCC. Such requirements and guidelines include, but are not limited to, ordering and provisioning process flows, SMS

administration, NPAC administration, regression testing, and network architecture as described in the Second Report and Order (FCC 97-289). The Parties shall implement the generic requirements for LNP as ordered by the FCC and recommended by the NANC. The Parties shall work cooperatively to implement standards adopted by the North American Numbering Council (NANC) or telecommunications industry fora.

3.2 The requirements for LNP shall include the following:

    3.2.1 Subscribers must be able to change local service providers and retain the same telephone number(s) consistent with FCC Rules and Regulations.

3.3 <u>SMS Administration</u>. The Parties will work cooperatively with other local service providers to establish and maintain contracts for the LNP Service Management System (SMS).

3.4 <u>Ordering</u>. To port a telephone number using LNP, the Parties shall adhere to the procedures described in Attachment 8 of this Agreement.

3.5 Network Architecture

    3.5.1 Architecture shall be consistent with the FCC's 2nd Report and Order.

3.6 <u>Signaling</u>. In connection with LNP, each Party agrees to use SS7 signaling in accordance with applicable FCC Rules and Orders.

3.7 <u>N-1 Query</u>. BellSouth and MCIm will adhere to the NANC recommendations as adopted by the FCC in Order No. 97-298, released August 18, 1997.

3.8 <u>Porting of Reserved Numbers and Suspended Lines</u>. Customers of each Party may port numbers, via LNP, that are in a denied state or that are on suspend status. In addition, Customers of each Party may port reserved numbers that the Customer has paid to reserve. Portable reserved numbers are identified on the Customer's CSR. In anticipation of porting from one Party to the other Party, a Party's subscriber may reserve additional telephone numbers and include them with the numbers that are subsequently ported to the other Party. It is not necessary to restore a denied number before it is ported.

3.9 <u>Splitting of Number Groups</u>. If blocks of subscriber numbers (including, but not limited to, DID numbers and MultiServ groups) are split

in connection with an LNP request, the Parties shall permit such splitting. BellSouth and MCIm shall offer number portability to customers for any portion of an existing block of DID numbers without being required to port the entire block of numbers. BellSouth and MCI shall permit end users who port a portion of DID numbers to retain DID service on the remaining portion of numbers. If a Party requests porting a range of DID numbers smaller than a whole block, that Party shall pay the applicable charges for doing so as set forth in Attachment 1 of this Agreement.

3.10 Intercept Announcement - Cause Code 26. If a call to a ported number is routed to either Party's switch, even though the LRN signaled on the call is for the receiving Party's switch, then the receiving Party's switch will provide Cause Code 26 treatment either (i) by playing an appropriate intercept announcement; or (ii) by releasing the call back to the originating switch with the release cause shown as Code 26. The intercept announcement played in this situation will suggest that the call be re-tried at a later time; the caller must not be encouraged to immediately retry the call. This Section 3.10 shall not relieve the Parties of any of their LNP duties and obligations as set forth in this Section 3.

Section 4. Requirements for INP and LNP

4.1 Call Referral Announcements. If a ported number is disconnected and "snaps back" to the Old Service Provider, the New Service Provider may order call referral announcements and specify the particular announcement from the Old Service Provider, on a per telephone number basis, at the prices set forth on Attachment 1 of this Agreement.

4.2   BellSouth and MCIm shall cooperate to ensure network reliability is maintained when porting numbers so as to limit service outages for their end users.   BellSouth and MCIm will perform on a mutually agreeable basis any testing which may be required to isolate and repair service problems within their respective networks. Each Party will notify the other of changes to the network of changes to processes which may impact end user service at time frames which are consistent to BellSouth's and MCIm's internal notification processes.

4.3 Conversion from INP to LNP. Once a long-term database method of providing Local Number Portability (LNP) is implemented in an end office, with advance written notice, neither Party shall provide new number portability arrangements in that end office using INP. The official notice advising an end office is now LNP compatible will be as posted in the LERG forty five (45) days in advance of the ready to port date of that office. Advance notice of LNP implementation for all Bellsouth end offices

is also posted on the Interconnection web site. The LERG posting for LNP eligibility date will begin the transition from INP to LNP for all INP services. The transition from existing INP arrangements to LNP shall occur within one hundred twenty (120) days from the date LNP is implemented in the end office or as mutually agreed to by both Parties during the transition period. BellSouth will provision Local Service Requests for INP with due dates contained prior to the end office implementation date. Requests for INP with due dates after the LNP implementation date will be returned to the requesting Party for supplemental submission as LNP. Neither Party shall charge the other Party for conversion from INP to LNP. The Parties shall comply with any INP/LNP transition processes established by the FCC and State Commissions and appropriate industry number portability work groups.

4.4 Notwithstanding the foregoing, the Parties acknowledge that the FCC has determined once LNP has been deployed pursuant to the FCC's orders, rules and regulations, that all local exchange carriers (LECs) have the duty to provide LNP. Therefore, either Party, at any time, may seek appropriate legal or regulatory relief concerning the transition from INP to LNP or other related issues.

Section 5. Cutovers

5.1 BellSouth and MCIm shall cooperate in the process of porting numbers consistent with those guidelines as specified in the Local Number Portability Guidelines and as recommended by the Southeast Region Implementation Team. For a coordinated conversion i.e. stand alone INP, INP and LNP with an SL2 loop or with SL1 when ordered, and those services that require project coordination as defined in the BellSouth LNP procedures or as provided for in this Agreement. BellSouth shall verbally coordinate the disconnect with MCIm and perform any switch translations so as to limit end user service outage. BellSouth and MCIm will mutually agree upon a cutover time prior to the actual conversion. MCIm may designate the conversion time when the conversion involves a loop with INP or LNP by ordering time specific conversion at rates set forth in Attachment 1 of this Agreement. Both parties will use best efforts to ensure mutually agreed to conversion times, as identified in this paragraph, will commence within 30 minutes of the agreed time.

5.2 Cutover Intervals. Cutover intervals for INP, INP with loop and LNP with loop will be in accordance with intervals for installation of Services established in a generic Commission order or in a Commission order

applicable to all carriers generally relating to BellSouth performance measures.

5.3 Deadline for Canceling an Order. BellSouth shall accept a request to cancel an order consistent with those processes specified in the NANC recommended flows for LNP provisioning. BellSouth will not disconnect an end users service prior to receiving the activate message from NPAC. BellSouth will receive requests to cancel LNP until the activate message is received from NPAC. BellSouth shall accept an accurately submitted supplemental request to cancel or change the Appointment Date prior to the date and time contained in the FOC and will work cooperatively to insure service outage experience by End Users is minimal.

Section 6. LERG Reassignment

6.1 If the Parties mutually agree to use LERG Reassignment as the method to move an End User's telephone numbers from one Party's switch to the other Party's switch in a particular instance, the Parties shall enter into a separate written agreement that must address terms and conditions of the reassignment, including, but not limited to, ordering processes and specific implementation procedures for the reassignment of the appropriate NXX as shown in the LERG, to the New Service Providers switch, and any applicable rates.

Section 7. Responsibilities of Underlying Network Provider

7.1 Coordination with Underlying Network Provider. If the Old Service Provider does not provide the End User's services exclusively through a network owned, operated and controlled by the Old Service Provider (i.e., where the Old Service Provider is providing the End User's services on a resale basis), the New Service Provider shall coordinate all activities between the Old Service Provider and the Underlying Network Provider in the following manner, consistent with applicable OBF guidelines:

7.1.1 The New Service Provider will obtain from the End User the name of the Old Service Provider;

7.1.2 The New Service Provider will request the End User's service record from the Old Service Provider;

7.1.3 The Old Service Provider will provide the End User's service record to the New Service Provider;

7.1.4 After the New Service Provider has obtained End User authorization to migrate the End User, the new Service Provider will provide a loss alert to the Old Service Provider;

7.1.5 The New Service Provider will provide the Underlying Network Provider with a service order that reflects the Old Service Provider as the End User and that requests that the End User's telephone numbers be ported to the New Service Provider; and

7.1.6 The Underlying Network Provider will process the service order request.

7.2 <u>Service Responsibility</u>. After an End User's telephone number is ported by INP, all ancillary services (including, but not limited to, 911, E911, CARE, LIDB, BLV/BLI, Directory Assistance and Direct Listing) associated with ported number(s) shall be provided consistent with the requirements of Attachments 3, 8, and 9 of this Agreement.

ATTACHMENT 8

BUSINESS PROCESS REQUIREMENTS

TABLE OF CONTENTS

ATTACHMENT 8

BUSINESS PROCESS REQUIREMENTS

Section 1. Overall Business Requirements

1.1 Introduction. This Attachment 8 sets forth the minimum business process requirements, business rules, usage rules, data models, data exchange methods, and other specifications necessary to permit MCIm access to the functions of BellSouth's operational support systems (i.e., pre-ordering, ordering and provisioning, billing functions, and maintenance and repair) ("OSS Functions"). BellSouth shall maintain the current and one previous version of each electronic interface. Maintenance of a previous version of an electronic interface includes the maintenance of manual processes not included in that version of the interface. Unless otherwise set forth in this Agreement, MCIm shall not use manual processes that are available in a version of an electronic interface used by MCIm.

    1.1.1 The Parties acknowledge that the implementation and testing of Application-to-Application interfaces will be formally defined in a joint implementation agreement ("JIA"). The Parties may agree, in the JIA, consistent with any applicable change management processes, to alter existing OSS interfaces or manual processes or to be non-compliant with industry standards or guidelines.

1.2 Standards and Guidelines

    1.2.1 Order of Precedence. Conflicts between a provision of this Agreement and any testing or implementation agreement, including joint implementation agreements ("JIAs"), shall be resolved in favor of this Agreement.

    1.2.2 Standards and Guidelines. For purposes of this Agreement, the Change Control Process or CCP shall mean the collaborative forum established by BellSouth to allow BellSouth and the CLEC community to discuss, provide input regarding and vote on developments of and modifications to the manual and electronic OSS processes and interfaces. Subject to the Change Control Process, BellSouth shall base its development of OSS interfaces on applicable industry standards and guidelines, including, but not limited to:

1.2.2.1 ATIS/CLC/OBF for Pre-order, Ordering Inquiry, Ordering, Access Inquiry and Access Ordering, Provisioning and Billing.

1.2.2.2 ATIS/CLC/NIMC and ANSI for Maintenance and Repair.

1.2.2.3 ATIS/TCIF/EDI for Local Pre-order, Ordering and Provisioning, and Billing Data Models.

1.2.2.4 ATIS/T1M1.5 for Maintenance and Repair Data Models.

1.2.2.5 ATIS/TCIF/T1M1.5/ECOG for Electronic Ordering (EAO) Inquiry Access.

1.2.2.6 ATIS/TCIF for Secured Transport Specifications for Local Pre-Order (EDI/SSL3), Order (EDI/SSL3), Access Inquiry (CORBA).

1.2.2.7 ATIS/CLC/OBF/TOR for Access Ordering Secured Transport using CONNECT:Direct.

1.2.2.8 Telecordia Technologies, Inc. (Bellcore) for CABS BOS.

1.3 <u>Joint Implementation Agreements</u>. Within ninety (90) days of a request by MCIm, the Parties shall develop a Joint Implementation Agreement ("JIA"), based on ATIS generic implementation guidelines, as described in this Section of this Attachment, for the implementation and testing of each OSS Application-to-Application interface developed by BellSouth. The Parties shall develop a separate, single JIA for each Application-to-Application interface that incorporates integratable OSS functions, but the Parties may agree to combine local pre-ordering and local ordering into a single JIA. Each JIA must be sufficiently comprehensive to ensure that, upon completion of both Parties' obligations under the JIA, the Application-to-Application interface will be fully tested and functional. Any joint implementation agreement established under this subsection 1.3 will follow the format of the Telecommunications Industry Forum ("TCIF") Generic Implementation Guidelines ("GIG").

1.4 Interface Implementation Specifications and Information Exchanges.

1.4.1 <u>BellSouth Custom Business Process Rules</u>. BellSouth shall base the development of its business rules on OBF or other applicable industry guidelines. BellSouth will provide its business rules and guidelines to MCIm so as to provide the functions listed in this Attachment. BellSouth shall present MCIm with BellSouth's custom business rules down to a field level. In addition, BellSouth shall provide MCIm with BellSouth's

custom business rules for each data field. The information provided will contain BellSouth's valid values, attributes, usage conditions (required, optional, or conditional), as necessary to process successfully, in BellSouth's OSS, all of the use-case scenarios specified in a testing or implementation agreement between the Parties, including a JIA.

1.4.2 <u>BellSouth Custom Electronic Data Interchange ("EDI") Data Model Specifications</u>. BellSouth shall provide to MCIm BellSouth's custom EDI data modeling rules for each field in its business rules mappings and syntax to the appropriate EDI segment, data element, qualifier, and valid values for every use-case scenario specified in a testing or implementation agreement between the Parties, including a JIA.

1.4.3 <u>Use-Case Scenarios</u>. Both BellSouth and MCIm are permitted to provide use-case scenarios to test fully the range of all OSS Functions. In order to test the exception and error messaging responses, the use-case scenarios will test for successful transactions and for planned errors. BellSouth shall provide all of the input test data in the test database necessary for testing the use-case scenarios. BellSouth shall define the parameters associated with the data provided to MCIm.

1.4.4 <u>Error Messages</u>. BellSouth shall provide a complete list of, and definitions for, each of the error conditions and error messages or codes to be used for application or protocol events.

1.4.5 <u>Business Activities</u>. BellSouth, through the CCP, shall discuss and provide information regarding any known or planned business activities or priorities that may affect the time frames for developing and implementing electronic ordering and pre-ordering interfaces.

1.4.6 <u>Secure Near Real Time Data Exchange/Transport Implementation Specifications</u>. BellSouth shall implement, test, and operate the method of secured ordering and provisioning transactions transport in compliance with TCIF 98-006 Issue 2 "Electronic Communications Interactive Agent Specification". This is the ATIS-approved specification for sending EDI transactions over TCP/IP using SSL3 security. If BellSouth's interactive agent is not already operational, BellSouth shall make it operational within sixty (60) days after MCIm's written request.

> 1.4.6.1 For local order and pre-order, BellSouth shall implement and use the most current version of TCIF 98-006 "Electronic Communications Interactive Agent Specification for Local Pre-Order Function".

1.4.6.2 For access order inquiry BellSouth shall implement and use the most current version of TCIF 98-002 "Generic Electronic Communications Interface Implementation Guidelines for Electronic Access Ordering (EAO) Access Inquiry Functions".

1.4.7 <u>Testing</u>. BellSouth shall jointly test each OSS Application-to-Application interface with MCIm. This testing will include, but not be limited to, secured connectivity and data exchange, interoperability testing, regression testing, and acceptance testing. This testing will validate, with the use-case scenarios designated in subsection 1.4.3 of this Attachment, BellSouth's custom business rules and custom data model specifications. This testing will be conducted by means of MCIm transmitting transactions both in simulated pre-coding condition testing, and later in a "post-coding/pre-production" condition testing. BellSouth and MCIm will also identify under what circumstances any interoperability test results may be shared or made public by either Party.

1.5 BellSouth OSS interfaces shall provide MCIm with the same process and system capabilities for residential and business services. BellSouth shall not require MCIm to develop distinct processes or OSS interfaces by class of service.

1.6 Change Management and Control.

1.6.1 BellSouth and MCIm shall comply with the written change management and control procedures agreed to in the CCP. Changes to the change management and control procedures proposed by either Party, including guidelines for change management and control procedures developed by the industry, shall be considered by the CCP. These procedures will govern the steps necessary to change, alter or modify the OSS Functions or the Application-to-Application interface(s) designed, developed, tested, and deployed under this Attachment 8. The provisions of the change management and control procedures and processes are material to this Agreement.

1.7 General Procedures

1.7.1 <u>Master Account Establishment</u>. If MCIm requests that BellSouth establish a new account for Services, MCIm will provide to the appropriate BellSouth service center the necessary documentation to enable BellSouth to establish a master account for MCIm's resold services. Such documentation shall include the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number ("OCN") assigned by the National Exchange

Carriers Association ("NECA") and a tax exemption certificate, if applicable.

1.7.2 BellSouth will not require End User confirmation prior to establishing service for MCIm's End User customers.

1.7.3 If, based on an End User complaint, either Party (the "Complaining Party") determines that the other Party (the "Changing Party") has submitted an unauthorized change in local service, the Parties will reestablish service for the End User with the appropriate local service provider. The Complaining Party will notify the Changing Party of the customer complaint, and the Changing Party may provide proof that the change was authorized. If the Changing Party is unable to provide such proof, the Complaining Party may assess the Changing Party, as the LEC initiating the unauthorized change, any applicable unauthorized change charge approved by the Commission. No charges will be assessed if the Changing Party provides proof that the change was authorized

1.7.4 BellSouth, to safeguard its interests, may require a security deposit prior to or at any time after the provision of a Service to be held as a guarantee of the payment of rates and charges only where MCIm has a proven history of late payments to BellSouth or does not have established credit. Such deposit shall not exceed the actual or estimated rates and charges for the Services for a two (2) month period. The fact that a deposit has been made in no way relieves MCIm from complying with this Agreement as to the prompt payment of bills. At such time as the provision of Services to MCIm is terminated, the amount of the deposit will be credited to MCIm's account and any credit balance that may remain will be refunded. To the extent such a deposit is required under the terms of this Section, such deposit shall be refunded or credited to MCIm's account when MCIm has established credit, or in any event, after MCIm has established a one (1) year prompt payment record at any time prior to the termination of the provision of Service. In the case of a cash deposit, for the period the deposit is held by BellSouth, MCIm will receive interest at the same percentage rate as set forth in subsection 4.2.11 of this Attachment. The rate will be compounded daily for the number of days from the date the deposit is received by BellSouth to and including the date such deposit is credited to MCIm's account or the date the deposit is refunded. Should a deposit be credited to MCIm's account, as indicated above, no interest shall accrue on the deposit from the date such deposit is credited to MCIm's account.

1.7.5 Customer Contact.   BellSouth shall recognize MCIm as the Customer of record for all Services and Interconnection ordered by MCIm, and shall send all notices, invoices, and information that pertains to these ordered services directly to MCIm. MCIm will provide BellSouth with addresses to which BellSouth must send these notices, invoices, and information.

1.7.5.1 MCIm will be the single point of contact with BellSouth for all subsequent ordering activity resulting in additions or changes to resold services except that BellSouth will accept a request directly from the End User for conversion of the End User's service from MCIm to BellSouth or will accept a request from another CLEC for conversion of the End User's service from MCIm to the other LEC. BellSouth will notify MCIm, via a loss notification report, that such a request has been processed. BellSouth shall not use MCIm resold customer records for its own marketing purposes, nor make such records available to other CLECs. If BellSouth requires information contained in the MCIm resold customer records in order to make a conversion, BellSouth shall seek this information from MCIm, which MCIm shall provide in a timely manner.

1.7.5.2 Each Party shall ensure that that Party's personnel who may receive inquiries, relating to the other Party's services, from the other Party's subscribers, or otherwise have opportunity for contact, relating to the other Party's services, with the other Party's subscribers: (i) provide appropriate referrals and telephone numbers to subscribers who inquire about the other Party's services or products; (ii) do not in any way disparage or discriminate against the other Party, or its products or services; and (iii) do not provide information about their products or services during that same inquiry or subscriber contact, unless that information specifically is requested by the subscriber. Subject to the limitations of this Section, both Parties maintain the right to serve directly any End User within the service area of the other Party. Both Parties may directly market their own telecommunications products and services and in doing so may establish independent relationships with End Users of the other Party.

1.7.5.3 Neither Party shall use the other Party's request for Customer information, order submission, or any other aspect of the pre-order, ordering and provisioning, or maintenance and repair processes or any other processes to aid its marketing or sales efforts. BellSouth shall not in any manner share with or disclose to

BellSouth's retail operations or retail customer representatives any information resulting from, or the occurrence of any event in, the pre-order, ordering and provisioning, maintenance and repair, or billing functions.

1.7.5.4 In general, BellSouth will not become involved in disputes between MCIm and MCIm's End User customers. If a dispute does arise that cannot be settled without the involvement of BellSouth, MCIm shall contact the designated Service Center for resolution. BellSouth will make every effort to assist in the resolution of the dispute and will work with MCIm to resolve the matter in as timely a manner as possible.

1.7.5.5 Where BellSouth provides switching, BellSouth will process calls made to its Annoyance Call Center and will advise MCIm when it is determined that annoyance calls are originated from one of their End User's locations. It is the responsibility of MCIm to take the corrective action necessary with its End Users who make annoying calls. BellSouth shall provide Annoyance Call Center service to MCIm's customers at no charge to MCIm.

1.7.6 <u>Account Management.</u> BellSouth will identify to MCIm one or more BellSouth representatives that will serve as MCIm's account management team for purposes of administering this Agreement and ensuring that BellSouth's obligations under this Agreement are carried out efficiently and in coordination with MCIm. The account management team's primary function is to interact with the various BellSouth operating groups on MCIm's behalf. The account management team shall be accessible to MCIm personnel to provide timely and decisive responses to MCIm's inquiries, escalations, and requests.

1.7.6.1 <u>Expedite and Escalation Procedures.</u>
 BellSouth and MCIm shall maintain mutually acceptable escalation and expedite procedures for OSS Functions that may be invoked to facilitate rapid and timely resolution of issues. These procedures shall include, at a minimum, contact names and telephone numbers.

1.7.6.2 At MCIm's request, BellSouth's account management personnel shall meet with MCIm to discuss ways to improve the account management team and its functions.

1.7.6.3 BellSouth shall make available to MCIm via an online viewer (via the Internet) any and all non-proprietary materials or information to which the account management team directs MCIm.

1.7.7 Training Support

1.7.7.1 BellSouth will ensure its employees are trained on the provisions of this Agreement, Applicable Law, and any other matters mutually agreed to by the Parties.

1.7.7.2 BellSouth shall make available to MCIm employees training on BellSouth's systems and processes. This training shall be equal in quality to that which BellSouth provides to itself, its affiliates, or other CLECs. BellSouth makes available basic CLEC training on its web site and shall provide one free seat each year for MCIm to attend a training session on each of BellSouth's OSS systems (e.g., TAG, LENS and TAFI). Training regarding any systems changes or modifications shall also be available on BellSouth's web site. Other training customized for MCIm's need shall be provided at rates established by BellSouth. Information and materials provided to MCIm must include, at a minimum, operational and procedural information, and BellSouth-specific system access/interface instruction.

1.7.8 Number Administration

1.7.8.1 BellSouth shall provide testing and loading of MCIm's NXXs in BellSouth's switch network prior to the date of activation specified in the Local Exchange Routing Guide ("LERG"). Turn-up testing of MCIm's NXXs will be performed in all affected BellSouth end offices and tandem offices.

1.7.8.2 Where MCIm has obtained its own NXX, but has purchased BellSouth services for resale or has purchased switching from BellSouth, BellSouth agrees to administer the MCIm NXX in accordance with the LERG. Where MCIm provides its own switching and obtains its own NXX code, BellSouth agrees to install the routing in its switches according to the local calling area defined by the Commission.

1.7.8.3 BellSouth shall accept MCIm orders with assigned vanity numbers and blocks of numbers assigned for use with Complex Services.

1.7.8.4 NXX Migration. Migration of NXXs will be done according to the provisions of Attachment 7 of this Agreement.

1.7.8.5 For resold Services, telephone numbers may normally be retained by the End User. Neither the Parties nor any End Users have a property right to the telephone number, and no right to being served by any particular central office. BellSouth reserves the right to change such numbers, or the central office designation associated with such numbers, or both, at Parity and on a non-discriminatory basis, whenever BellSouth deems it necessary to do so in the conduct of its business.

1.7.8.6 During the term of this Agreement, MCIm shall contact the numbering resources administrator designated by the FCC for the assignment of central office codes and other numbering resources.

1.7.8.7 Where BellSouth is providing local switching, MCIm may utilize BellSouth's telephone numbers. Assignment, reservation and use of telephone numbers shall be governed by Applicable Law.

1.7.9 Customer Payment History. BellSouth will participate in NCTDE (National Consumer Telecommunications Data Exchange) and commit to providing NCTDE with two (2) years of historical information on UCAs for their local accounts and also report current UCA information in accordance with NCTDE required timelines for the purpose of providing MCIm with third party access to Customer Payment History. BellSouth will make the following Customer payment history information available in accordance with the NCTDE format to the extent the same is available for BellSouth's own use for each Person or entity that applies for (i) local service; or (ii) intraLATA toll Telecommunications Service(s). As of the effective date of this Agreement, BellSouth provides information to NCTDE regarding payment history of BellSouth residential End Users. During the term of this Agreement, BellSouth will continue to provide such information to NCTDE provided that: (1) NCTDE continues to accept information from BellSouth through the third party administrator BellSouth currently uses in the same format and under the same terms and conditions as such information is currently provided; (2) the third party administrator that BellSouth currently uses to provide such information to NCTDE continues to administer the data transmission function on BellSouth's behalf on the same terms and conditions as exist currently; (3) NCTDE does not impose any charges on BellSouth for BellSouth's provision of such information; (4) BellSouth is not required to join NCTDE as a participant or recipient of data from NCTDE in order to continue providing information as described herein; and (5) there is no change in law or enforcement of any existing law that, in BellSouth's legal judgment, imposes an unreasonable risk on BellSouth in connection with its

provision of the information to NCTDE. The Parties agree that in the event BellSouth ceases providing such information to NCTDE, the Parties will work cooperatively to develop a mutually acceptable alternative arrangement for BellSouth to provide the information to MCIm, either directly or through a third party. In determining whether such alternative arrangement will be acceptable to either Party, the Parties may consider, among other things, cost and administrative burden.

1.7.10 BellSouth shall not refuse service to MCIm for any potential MCIm subscriber on the basis of that subscriber's past payment history with BellSouth.

1.7.11 The provision of Services by either Party to the other shall not create a property interest of the served Party in the providing Party's facilities or equipment.

1.8 Performance Standards. BellSouth shall comply with the intervals set forth in this Attachment, and the provisions of Attachment 10 of this Agreement. .

1.9 Provision of Specific Services

1.9.1 Caller ID

1.9.1.1 When BellSouth is providing switching, BellSouth shall provide all relevant ordering process information necessary for MCIm to order both Caller ID and Caller ID with Name for MCIm Customers.

1.9.1.2 BellSouth shall use its best effort in working with MCIm to ensure that Caller ID and Caller ID with Name work for both local and 1+ calls for MCIm Customers.

1.9.2 TTY/TDD. BellSouth shall cooperate with MCIm to provide services necessary to serve TTY/TDD Customers.

1.9.3 Telephone Line Number Calling Cards. When an End User changes local service from BellSouth to MCIm, BellSouth will terminate its existing telephone line number-based calling cards and remove any BellSouth-assigned Telephone Line Calling Card Number (including area code) ("TLN") from the LIDB, and BellSouth shall use its best efforts to remove the TLN from the LIDB within twenty-four (24) hours from completion of the service order. MCIm may issue a new telephone calling card to such subscriber, utilizing the same TLN, and MCIm shall have the right to enter such TLN in LIDB for calling card validation purposes via the

service order process. BellSouth will direct-bill each subscriber on the subscriber's final bill.

1.10 Use of Facilities. When a customer of MCIm elects to discontinue service and transfer service to another local exchange carrier, including BellSouth, BellSouth shall have the right to reuse the facilities provided to MCIm by BellSouth for retail or resale service, or individual loops and/or ports for that customer. In addition, BellSouth may disconnect and reuse facilities when the facility is in a denied state and BellSouth has received an order to establish new service or transfer service from a customer of MCIm at the same address served by the denied facility.

1.10.1 Upon receipt of a service order, BellSouth will do the following:

1.10.1.1 Process disconnect and reconnect orders to provision the service which shall be due-dated using current interval guidelines.

1.10.1.2 Reuse the serving facility for retail, resale service, or individual loop(s) and/or port(s) at the same location.

1.10.1.3 Notify MCIm subsequent to the disconnect order being completed.

Section 2. Pre-Order Requirements

2.1 Provision of Pre-Order OSS

2.1.1 BellSouth shall provide MCIm use of BellSouth's pre-order OSS Function by providing MCIm the pre-order information and data set forth in this Agreement.

2.1.2 The Parties shall work together to increase electronic ordering and flow through for complex and manually ordered services. Until BellSouth makes available a tested electronic Local Service Request ("LSR") process, MCIm shall be entitled to order DS1 Combos (DS1 loop plus DS1 interoffice transport) using the electronic Access Service Request ("ASR") process.

2.1.3 Subject to applicable laws and regulations, BellSouth shall provide MCIm with access to customer profile information (i.e., customer service record and customer payment history required under subsection 1.7.9 of this Attachment) and all other pre-order information without requiring MCIm to produce a signed or written letter of agency ("LOA"). Instead,

BellSouth shall accept MCIm's blanket representation that a customer has authorized MCIm to obtain this information or data, including any Customer Proprietary Network Information ("CPNI") contained in the information or data.

2.1.3.1 The Parties shall work cooperatively through the CCP to reach a reasonable and timely solution to the issue of parsing CSRs to the same level as the LSR, or as otherwise determined by the CCP.

2.1.4 BellSouth shall provide MCIm with pre-order functionalities and information for all Services, regardless of the ordering method, at a level of quality that is at least equal to what BellSouth provides itself, its Customers, subsidiaries, or Affiliates, or any third party.

2.2 Business Requirements for Pre-Ordering Functions

2.2.1 Loop Makeup (LMU)

2.2.1.1 Description of Service

2.2.1.1.1 BellSouth shall make available to MCIm, Loop Makeup (LMU) information for BellSouth network facilities, for telephone numbers, circuit identifications, or service addresses specified by MCIm, except for facilities designated for use by other carriers, so that MCIm can make an independent judgment about the availability and capability of loop facilities to support MCIm provided services. This subsection addresses LMU as a preordering transaction, distinct from MCIm ordering any other service(s). Loop Makeup Service Inquiries (LMUSI) for preordering loop makeup are likewise unique from other preordering functions with associated service inquiries (SI) as described in this Agreement.

2.2.1.1.2 BellSouth will provide MCIm LMU information consisting of the composition of the loop material (copper/fiber); the existence, location and type of equipment on the loop, including but not limited to digital loop carrier or other remote concentration devices, feeder/distribution interfaces, bridged taps, load coils, pair-gain devices; the loop length; the wire gauge and electrical parameters.

2.2.1.1.3 BellSouth's LMU information is provided to MCIm as it exists either in BellSouth's databases or in its hard copy facility records. BellSouth does not guarantee

accuracy or reliability of the LMU information provided, but BellSouth shall provide the same information to MCIm that it provides to itself.

2.2.1.1.4 MCIm may choose to use equipment that it deems will enable it to provide a certain type and level of service over a particular BellSouth loop. The determination shall be made solely by MCIm and BellSouth shall not be liable in any way for the performance of the advanced data services provisioned over said loop. For facilities reserved using a LMUSI, when MCIm orders a loop, the specific loop type (ADSL, HDSL, or otherwise) ordered on the LSR must match the LMU of the loop reserved taking into consideration any requisite line conditioning. The LMU data is provided for informational purposes only and does not guarantee MCIm's ability to provide advanced data services over the ordered loop type. Further, if MCIm orders loops that are not intended to support advanced services (such as UVL-SL1, UVL-SL2, or ISDN compatible loops) and that are not inventoried as advanced services loops, the LMU information for such loops is subject to change at any time due to modifications and/or upgrades to BellSouth's network. MCIm is fully responsible for any of its service configurations that may differ from BellSouth's technical standard for the loop type ordered.

2.2.2 Submitting Loop Makeup Service Inquiries

2.2.2.1   MCIm may obtain LMU information by submitting a LMUSI mechanically or manually. Mechanized LMUSIs should be submitted through BellSouth's Operational Support Systems interfaces. After obtaining the loop from the mechanized LMUSI process, if MCIm needs further loop information in order to determine loop service capability, MCIm may initiate a separate Manual LMUSI for a separate nonrecurring charge as set forth in Attachment 1 of this Agreement.

2.2.2.2   Manual LMUSIs shall be submitted by electronic-mail to BellSouth's Complex Resale Support Group (CRSG)/Account Team utilizing the Preordering Loop Makeup Service Inquiry form. The service interval for the return of a Loop Makeup Manual Service Inquiry is three (3) business days. Manual LMUSIs are not subject to expedite requests. This service interval is distinct from the interval applied to the subsequent service order.

2.2.3 Loop Reservations

2.2.3.1 MCIm may reserve facilities for up to four (4) calendar days for each facility requested on a LMUSI from the time the LMU information is returned to MCIm. During and prior to MCIm placing an LSR, the reserved facilities are rendered unavailable to other customers, including BellSouth. If MCIm does not submit an LSR for a UNE service on a reserved facility within the four (4) day reservation timeframe, the reservation of that spare facility will become invalid and the facility will be released. For a Mechanized LMUSI, MCIm may reserve up to ten (10) loop facilities. For a Manual LMUSI, MCIm may reserve up to three (3) loop facilities.

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

2.2.4 Ordering of Other UNE Services

2.2.4.1 All LSRs issued for reserved facilities shall reference the facility reservation number as provided by BellSouth. MCIm will not be billed any additional LMU charges for the loop ordered on such LSR. If however, MCIm does not reserve facilities upon an initial LMUSI, MCIm's placement of an order for an advanced data service type facility shall be deemed placed for such a facility rate element that "includes manual service inquiry and reservation" per the rates set forth in Attachment 1 of this Agreement.

2.2.4.2 Where MCIm has reserved multiple loop facilities on a single reservation, MCIm may not specify which facility shall be provisioned when submitting the LSR. For those occasions, BellSouth will assign to MCIm, subject to availability, a facility that meets the BellSouth technical standards of the BellSouth type loop as ordered by MCIm.

2.3 MCIm shall immediately file a request with the Change Control Process for the determination of the proper avenue for the implementation of service inquiry as a pre-ordering function. Upon request of either Party, the Parties shall amend this Agreement to incorporate the process so developed.

2.4 Pre-Order Interface Performance and Management. BellSouth will provide a Specialized Point of Contact ("SPOC") for its OSSs, that will provide the following support to MCIm for the various BellSouth OSS interfaces. The SPOC will provide technical assistance to MCIm dealing with all associated production

systems, the interface itself, and it's operability. The SPOC will also provide escalation support twenty-four (24) hours seven (7) days a week.

2.5 Database Downloads

2.5.1 Regional Street Address Guide(RSAG). BellSouth shall provide MCIm with BellSouth's RSAG data through a mutually agreeable electronic means. A condition precedent to obtaining the RSAG data is that MCIm and its affiliated local exchange carriers shall execute a single mutually acceptable license agreement containing the rates, terms and conditions pursuant to which MCIm and its affiliated local exchange carriers may use the data.

2.5.2 Product and Service Information Management System ("PSIMS"). BellSouth shall provide MCIm, on a monthly basis, a flat file extraction of PSIMS, which includes PIC availability as well as a list of the features and functions available on an end office-by-end office basis, via CONNECT:Direct Service. There is no charge for obtaining the PSIMS file in this manner.

Section 3. Ordering and Provisioning Requirements

3.1 Provision of Ordering and Provisioning OSS.

3.1.1 BellSouth shall provide MCIm use of BellSouth's ordering and provisioning and access ordering OSS functions at Parity. BellSouth shall provide MCIm the information and data set forth in this Section.

3.1.2 If either BellSouth's or MCIm's existing electronic ordering and provisioning or access ordering interfaces are unavailable, BellSouth shall employ a facsimile machine to facilitate the submission or processing of any new or existing service requests. BellSouth shall provide access to these facsimile machines for order receipt when notified by MCIm of any Application-to-Application interface unavailability. No manual OSS charges shall apply to local service requests submitted when BellSouth's existing electronic interfaces utilized by MCIm are unavailable for reasons other than scheduled maintenance, provided the downtime does not occur outside the scheduled maintenance window; or other reasonable scheduled activities for which reasonable advance notification is provided by BellSouth, and provided the activities do not occur outside the scheduled window.

3.2 General Business Requirements and Functions

3.2.1 The LCSC shall work cooperatively with MCIm to resolve any discrepancies or differences in information contained in various databases.

3.2.2 Local Carrier Service Center (LCSC)/Single Point of Contact (SPOC).

3.2.2.1 BellSouth shall provide a local carrier service center ("LCSC") or equivalent that will serve as MCIm's single point of contact (SPOC) for all activities involved in the pre-ordering, ordering, and order status of BellSouth's Services. The LCSC shall process all pre-ordering, ordering, and order status functions, including but not limited to, answering questions, resolving problems, and handling expedites and escalations, for Services requested by MCIm that require manual intervention.

3.2.2.2 The LCSC shall provide to MCIm a toll-free nationwide telephone number answered by trained personnel. Hours of availability of the LCSC shall be at least at Parity with the hours of BellSouth's retail operations. At a minimum, LCSC hours of availability will be 8 a.m. to 8 p.m. Monday through Friday. Hours for inquiries concerning UNE-P shall be at least as great as hours for residential service inquiry.

3.2.2.3 The LCSC shall work cooperatively with MCIm to resolve any discrepancies or differences in information contained in various databases.

3.2.2.4 BellSouth will perform provisioning services during the following normal hours of operation, or at such additional hours as BellSouth normally performs provisioning services for itself or another carrier:

Monday - Friday - 8:00AM - 5:00PM location time (excluding holidays)
> (non-coordinated, coordinated orders and order coordinated - Time Specific)

Saturday- 8:00 AM - 5:00 PM location time (excluding holidays)
> (non-coordinated orders)

Times are either Eastern or Central time based on the location of the work being performed. All other MCIm requests for

provisioning and installation services are considered outside of the normal hours of operation and will be performed subject to the application of overtime billing charges.

3.2.2.5   Ordering and provisioning measurements will be as outlined in Attachment 10 of this Agreement.

3.2.3 IntraLATA Carrier Selection

3.2.3.1 BellSouth shall provide to MCIm the capability to order local service, intraLATA, and interLATA services by entering MCIm Customer's choice of carrier on a single order. BellSouth shall provide MCIm with the capability to order separate interLATA and intraLATA carriers on a line or trunk basis.

3.2.3.2 In all cases, BellSouth will route toll calls to the appropriate carrier as designated by MCIm. BellSouth shall not be the default toll carrier in any circumstances.

3.2.4   CARE Notification to Long Distance Carrier in Resale/UNE-P Arrangements

3.2.4.1 BellSouth CARE shall notify MCIm, using OBF-approved CARE transactions, whenever an MCIm Customer who is provided local service through Local Resale or UNE-P changes their PIC status.

3.2.4.2 BellSouth shall support and implement new Transaction Code Status Indicators (TCSIs) defined by OBF in support of Local Resale and UNE-P. BellSouth and MCIm will work cooperatively with OBF to define CARE transactions supporting local resale and UNE-P. In support of resale and UNE-P, BellSouth shall pass to MCIm all TCSIs as defined by OBF and implemented between BellSouth and an interexchange carrier.

3.2.4.3 MCIm may initiate a CARE block by submitting an LSR to deny PIC change activity on MCIm End User customers. BellSouth will then reject any PIC changes using a code of 3148 for resold lines and for service provided by UNE-P.

3.2.4.4 BellSouth CARE transactions supporting the LSR process for resale and UNE-P and account maintenance are as follows:

40XX = Local Resale Subscription order install by switch provider (SWP)

42XX = Local Resale subscription service disconnected by switch provider (SWP)

43XX = Local Resale customer information changes by switch provider (SWP)

3.2.5 Service Migrations and New Subscriber Additions

3.2.5.1 When switching is provided by BellSouth, and unless otherwise specified by MCIm, BellSouth will migrate a customer from BellSouth's services to MCIm's service without loss of feature availability and functionality and, to the extent the customer's voice mail service is available for resale to MCIm pursuant to Attachment 2 of this Agreement and MCIm chooses to purchase such voice mail service from BellSouth, without loss of voice mail (including the current mail box and its characteristics, if requested by MCIm) and associated ancillary services, including, but not limited to, Directory Listings, LIDB, Operator Services, and 911/E911. BellSouth shall not intentionally or unnecessarily interrupt feature capability.

3.2.5.2 BellSouth shall recognize MCIm as an agent for the Customer in coordinating the disconnection of services provided by BellSouth. BellSouth will disconnect the BellSouth-provided services based on the information MCIm places on the LSR. In the case of a coordinated conversion, BellSouth will work with MCIm to coordinate the disconnection and connection of the End User's service.

3.2.5.3 For coordinated loop conversions and stand alone INP, BellSouth shall verbally coordinate the disconnect with MCIm and perform switch translations so as to limit End User service outage. BellSouth and MCIm will mutually agree upon a cutover time 24 to 48 hours prior to the actual conversion. MCIm may designate the conversion time when the conversion involves a loop by requesting "order coordination -- time specific" conversion at rates set forth in Attachment 1 of this Agreement. Both parties will use best efforts to ensure mutually agreed to conversion times, as identified in this paragraph, will commence within 30 minutes of the agreed time. For subscriber conversions requiring Coordinated Cut-Over activities, on a per order basis, BellSouth and MCIm will agree on a

scheduled conversion time. BellSouth shall notify MCIm when conversion is complete. BellSouth shall comply with the performance measurements relating to End User service interruptions as set forth in Attachment 10. For coordinated conversions of other Services, BellSouth and MCIm shall work cooperatively to establish conversion procedures and rates

3.2.6 Intercept Treatment and Transfer of Service Announcements. At MCIm's request, BellSouth shall provide unbranded or MCIm-branded intercept treatment and transfer of service announcements to MCIm's Customers. BellSouth shall provide such treatment and transfer of service announcement at Parity and on a non-discriminatory basis.

3.2.7 Desired Due Date (DDD). BellSouth shall complete all service request activities for related orders on a single, common due date, provided the same common date is specified on each LSR for the related orders. This single, common date will be reflected on the Firm Order Confirmation ("FOC") of each related order.

3.2.7.1 MCIm will specify on each order the Desired Due Date (DDD). BellSouth shall not complete the order prior to the DDD, unless authorized by MCIm or later than the date on the FOC without providing a jeopardy notification.

3.2.7.2 Expedites. Requests for due dates that are earlier than the BellSouth offered date will be treated as an expedite request. In order to request an expedited due date, MCIm must request the expedite through the LCSC. The LCSC will coordinate the request internally with the appropriate groups within BellSouth in order to establish the date BellSouth will target as the offered date. The LCSC will advise MCIm of this date. BellSouth may bill expedite charges for expedited due dates and will advise MCIm of any charges at the time the offered date is provided. The rates for expedite charges are set forth in Attachment 1 of this Agreement, and no expedite charges shall apply for a request not completed by the offered date.

3.2.8 Customer Premises Inspections and Installations

3.2.8.1 Where access to the Customer's premises is required, BellSouth shall provide MCIm with the ability to schedule, at Parity, Customer premises installations.

3.2.8.2 BellSouth will provide installation of inside wiring, upon MCIm's request, on the rates, terms and conditions offered to BellSouth retail customers, as set forth in BellSouth's tariffs.

3.2.9 Firm Order Confirmation (FOC)

3.2.9.1 BellSouth shall provide to MCIm a Firm Order Confirmation ("FOC") for each MCIm LSR via the same interface used to submit the LSR. BellSouth shall send only one FOC per LSR. An electronic FOC shall contain information based on industry guidelines as developed by the CCP. A manual FOC shall contain, at a minimum, the MCIm purchase order number, BellSouth's order number, committed due date, and assigned TN (or circuit ID).

3.2.9.2 After MCIm's receipt of a BellSouth FOC, any change in the Due Date not initiated by an LSR will be considered a Jeopardy.

3.2.10 Order Rejections

3.2.10.1 BellSouth shall reject and return to MCIm any service request that BellSouth can not provision due to technical reasons or due to missing, inaccurate or illegible information. When an order is rejected, BellSouth shall, in its reject notification, specifically describe, using specified error codes, the reasons for which the order was rejected. Although BellSouth exercises its best efforts to identify all errors before rejecting the LSR to MCIm, this is not always possible. The type and severity of the error may prevent the LSR from being processed further once an error is discovered by BellSouth's system. BellSouth will identify errors in accordance with BellSouth's Local Service Request (LSR) error messages documentation, which contains all error codes applicable to any LSR and a description of the errors such codes identify. BellSouth will make available such documentation on BellSouth's interconnection web site. BellSouth will work cooperatively with MCIm as reasonably necessary to assist MCIm in identifying and understanding LSR errors and associated error codes.

3.2.11 Service Request Changes (Supplemental Service Requests)

3.2.11.1 If an installation or other MCIm-requested work requires a change from the original MCIm service request in any manner, BellSouth shall notify the appropriate MCIm ordering center

designated in advance of performing the installation or other work to obtain authorization. BellSouth shall then provide MCIm an estimate of additional labor hours or materials. After all installation or other work is completed, BellSouth shall immediately notify MCIm of the actual labor hours or materials used in accordance with regular service request completion schedules.

3.2.11.1.1 If additional work is completed on a service request, as approved by MCIm, BellSouth must report the cost of the additional work immediately to the MCIm ordering center that originated the request(s).

3.2.11.1.2 If a service request can only be partially completed, BellSouth shall notify MCIm prior to completing the request, and if MCIm approval is received, BellSouth shall follow the jeopardy procedures in subsection 3.2.13.

3.2.11.2 Where BellSouth provides installation and the MCIm Customer requests a service change at the time of installation, BellSouth shall immediately notify MCIm at the telephone number on the service order of that request. The BellSouth technician should notify MCIm in the presence of the MCIm Customer so that MCIm can negotiate authority to install the requested service directly with that Customer and the technician and revise appropriate ordering documents as necessary. At no time should the BellSouth representative perform any work not ordered by MCIm, even at the Customers' request, without approval from the MCIm ordering center.

3.2.12 Jeopardy Situations. BellSouth shall provide to MCIm notification of any known jeopardy situations prior to the Due Date. Such notification shall contain a new committed Due Date. If BellSouth is unable to provide a new committed Due Date, BellSouth shall provide MCIm a supplemental notification containing a new committed Due Date, and BellSouth shall provide a new committed Due Date at Parity and on a nondiscriminatory basis. BellSouth shall provide notice of missed appointments and any other delay or problem in completing work specified on MCIm's service request as detailed on the FOC.

3.2.13 Service Suspensions/Restorations. Where BellSouth provides switching and upon MCIm's request through a Suspend/Restore order, BellSouth shall suspend or restore service. BellSouth will deny or disconnect service to MCIm's End User on behalf of, and at the request of, MCIm. Upon restoration of the End User's service, restoral charges

will apply and will be the responsibility of MCIm. All requests for denial or disconnection shall be via an LSR.

3.2.14 <u>Loss Notifications</u>. BellSouth shall provide to MCIm information notifying MCIm of any services disconnected from MCIm. Such notification shall be provided electronically on a daily basis, using a system currently in place between the Parties, and any changes in the system must be mutually agreeable.

3.2.15 <u>Completion Notification</u>. Upon completion of a service request submitted electronically, BellSouth shall submit to MCIm, via the same electronic interface used to submit the order, an order completion notification that complies with the OBF/LSOG business rules and ATIS models, as modified by the CCP. Completion information for service requests submitted both manually and electronically is available via BellSouth's web-based system known as CLEC Service Order Tracking System ("CSOTS").

3.2.16 <u>Fulfillment Process</u>. MCIm will conduct all activities associated with the account fulfillment process for all MCIm Customers.

3.2.17 Specific Unbundling Requirements.

> 3.2.17.1 MCIm may order and BellSouth shall provision individual or multiple unbundled Network Elements (including any combinations to which the Parties have agreed in Attachment 3) on a single order consistent with applicable OBF guidelines.

> 3.2.17.2 The Parties shall work cooperatively to ensure that Network Elements and switch translations function properly to support MCIm's service offerings.

> 3.2.17.3 When MCIm orders Existing Combinations of Network Elements that are functional in BellSouth's network, such Existing Combinations shall remain connected and functional without any disconnection or disruption of functionality, unless otherwise specified by MCIm. Charges for such Existing Combinations shall be as provided for in Attachment 3 and Attachment 1 of this Agreement.

> 3.2.17.4 When MCIm orders Network Elements, BellSouth shall work cooperatively with MCIm to ensure compatibility between Network Elements where technically feasible.

3.2.17.5 When MCIm orders Network Elements or combinations specified in this Agreement, it will be BellSouth's responsibility to provide to MCIm the information necessary to support the ordering of Network Elements and combinations. This responsibility includes, but is not limited to, identification of forms required for Network Element or combination orders; fields requiring population for Network Element or combination orders, and the specific data element entries required to support these orders. BellSouth's failure to provide such information shall not preclude MCIm from ordering Services.

3.2.18 NPA Splits. BellSouth shall provide, at Parity and on a nondiscriminatory basis, advance information of the details and requirements for planning and implementation of NPA splits or other network changes impacting MCIm or its Customers.

3.2.19 BellSouth shall provide to MCIm information on charges associated with special construction.

3.2.20 BellSouth shall verify the status of connected facility assignments and notify MCIm of any conflicts.

3.2.21 USOC Codes. BellSouth shall provide MCIm with a complete, electronic copy of USOC codes, and an accompanying alphanumeric description of each code, used by BellSouth.

3.2.22 Blocking Services. Upon request from MCIm, where BellSouth provides switching, BellSouth shall provide blocking of 700, 900 and 976 services, or other services of similar type as may now exist or be developed in the future. In addition, BellSouth shall provide Billed Number Screening (BNS), including required LIDB updates, or equivalent service for blocking completion of bill-to-third-party and collect calls, on a line, trunk, or individual service basis.

3.4 Ordering and Provisioning Interface Performance and Management.

3.4.1 Ordering and Provisioning Intervals

3.4.1.1 For service requests from MCIm to BellSouth, the Parties will use an Access Service Request ("ASR"), a Local Service Request (LSR), or another request format as specified by BellSouth, which ever is applicable for the service being requested. BellSouth will process and complete service requests at such intervals for FOC returns as shall be established in a generic

Commission order or in a Commission order applicable to all carriers generally relating to BellSouth performance measurements. Intervals for installation of Services shall be at such intervals as established in a generic Commission order or in a Commission order applicable to all carriers generally relating to BellSouth performance measurements.

3.4.1.2 Orders that comprise a major project will be submitted at the same time, and their implementation will be jointly planned and coordinated by the Parties. Major projects are unusual or extraordinary projects that require the coordination and execution of multiple orders or related activities between BellSouth and MCIm work groups, including, but not limited to, the initial establishment of Local Interconnection Trunk Groups or Meet Point trunk groups or service in a service area, NXX code moves, re-homes, facility grooming, or network rearrangements.

3.5 Cooperative Testing

3.5.1 Network Testing

3.5.1.1 BellSouth shall perform all pre-service network testing, at Parity, prior to the completion of the order, including, but not limited to, testing on local service facilities and switch translations, and verification of features, functions, and services ordered by MCIm.

3.5.1.2 BellSouth and MCIm shall work cooperatively to resolve problems in either Party's network. Both Parties shall mutually agree on scheduled cooperative test times if required to isolate and clear troubles in either Party's network.

3.5.1.3 BellSouth shall perform electronic loop tests at MCIm's request and provide MCIm with results from electronic loop tests.

3.5.1.4 The Parties shall cooperate with each other to test trunks prior to turn up. Such testing shall be performed at Parity and on a nondiscriminatory basis.

3.6 LNP Orders. BellSouth and MCIm will adhere to the process flows and cutover guidelines as ordered by the FCC or as recommended by industry standard fora. BellSouth and MCIm will work cooperatively to implement changes to LNP process flows ordered by the FCC or as recommended by standard industry fora addressing LNP.

Section 4. Connectivity Billing and Recording

4.1 Provision of Connectivity Billing and Recording

4.1.1 This Section 4 describes the requirements for each Party to bill and record all charges incurred by the other Party when purchasing Services under this Agreement.

4.1.1.1 The Parties acknowledge that for billing and recording from MCIm to BellSouth, the volume of this billing and recording does not warrant nor do the Parties desire an Application-to-Application interface. Therefore, MCIm will provide BellSouth with billing and recording in paper format.

4.1.1.2 The Parties acknowledge that for billing and recording from BellSouth to MCIm the Parties have deployed an Application-to-Application interface (i.e., CONNECT:Direct). As described in more detail in this Section 4, BellSouth shall continue to provide MCIm with Connectivity Billing and recording and all related information and functionalities through the existing electronic interface, and BellSouth shall modify, enhance and upgrade that interface to conform with and satisfy the requirements of subsection 4.2 and Section 5.

4.1.2 BellSouth shall provide Connectivity Billing and recording at a level of quality that is at Parity to that which it provides to itself, its affiliates and to third parties.

4.1.3 BellSouth shall issue all Connectivity Bills in accordance with the terms and conditions set forth in this Section 4.

4.2 General Requirements and Functions

4.2.1 Compliance with ATIS standards. The Parties shall comply with various industry, OBF guidelines, and other standards referred to throughout this Agreement. To satisfy these requirements, both parties shall adhere to mutually agreed upon interpretations of all standards referred to in this Agreement. These OBF guidelines include, but are not limited to:

4.2.1.1 The Parties shall issue all Connectivity Bills containing such billing data and information in accordance with the most current version of CABS BOS, or if development time is required, within two versions of the current CABS BOS standard. To the

extent that there are no CABS BOS, or MECAB standards governing the formatting of certain data, such data shall be issued in the format mutually agreed to by BellSouth and MCIm.

4.2.1.2 BellSouth shall transmit Connectivity Billing information and data in the appropriate CABS BOS format electronically via CONNECT:Direct to the other party at the location specified by such party. MCIm data centers will be responsible for originating the calls for data transmission. BellSouth shall transmit in accordance with mutually agreed to technical specifications. MCIm will supply to BellSouth its RACF ID and password before the first transmission of data via CONNECT:Direct. Any changes to either party's CONNECT:Direct Node ID must be sent to the other party no later than thirty (30) calendar days before the changes take effect.

4.2.1.3 OBF Issue 1141 for Reciprocal Compensation (Final Closure)

4.2.1.4 OBF Issue 1201 for Interconnection Trunks (Final Closure)

4.2.1.5 OBF Issue 1202 for Unbundled Loops (Final Closure)

4.2.1.6 OBF Issue 1197 for INP (Final Closure)

4.2.1.7 OBF Issue 1215 for Resale (Final Closure)

4.2.1.8 OBF Issue 1284 for LNP (Final Closure)

4.2.1.9 OBF Issue 1287 for Unbundled Network Elements (all original seven (7) Network Elements (Final Closure)

4.2.1.10 OBF Issue 1548 for verification of UNE bills (not to Final Closure)

4.2.1.11 OBF Issue 1549 for uniquely identifying UNE usage on a bill (not to Final Closure)

4.2.1.12   OBF Issue 1667 for exchanging billing information for Unbundled Network Elements (not to Final Closure)

4.2.2 Bill Rendering. The Parties shall bill each other for each Service supplied pursuant to this Agreement at the rates forth in this Agreement. Billing may only begin upon acceptance of Service.

4.2.2.1 The Parties shall record and bill in accordance with this Agreement those charges incurred as a result of the purchase of Services, as set forth in this Agreement (hereinafter "Connectivity Charges").

4.2.2.2 The Parties will bill Connectivity Charges in a CABS BOS format. The Parties will conform each CABS BOS bill in accordance with CABS BOS guidelines.

4.2.3 Information Contained in a Connectivity Bill. Each service purchased by MCIm shall be assigned a separate and unique billing code in the form agreed to by the parties and such code shall be provided to MCIm on each Connectivity Bill in which charges for such services appear.

4.2.3.1 Each such billing code shall enable MCIm to identify the service as ordered by MCIm.

4.2.3.2 Each Connectivity Bill shall set forth the quantity and description of each such service provided and billed to MCIm. All Connectivity Charges billed to MCIm shall indicate the state from which such charges were incurred, in accordance with OBF guidelines.

4.2.3.3.   When MCIm collocates with BellSouth in BellSouth's facility as described in this Agreement, capital expenditures (e.g., costs associated with building the "cage"), shall not be included in the Connectivity Bill provided to MCIm pursuant to this Attachment 8. All such capital expenses shall be given a unique BAN and invoice number. All invoices for capital expenses shall be sent to the location specified by MCIm for payment. All other non-capital recurring collocation expenses shall be billed to MCIm in accordance with this Agreement. (The CABS Billing Output Specifications ("BOS") documents provide the guidelines on how to bill the Connectivity Charges associated with collocation.) The bill label for such collocation charges shall be entitled 'Expanded Interconnection Service." The bill label for non-capital recurring collocation expenses shall be entitled "Collocation."

4.2.3.4 The Parties shall provide to each other monthly Connectivity Bills that included all Connectivity Charges incurred by and credits and/or adjustments due to the Purchasing Party for those services ordered, established, utilized, or performed pursuant to this Agreement. The Parties shall render bills in a single bill cycle. Billing Account Numbers (BANs) shall be

consolidated by service type according to OBF guidelines and as mutually agreed to by the Parties. Bill format shall be in compliance with OBF guidelines. Detailed documentation shall be sent with the bill for any debit/credit adjustments. Each bill provided by either Party shall include:

4.2.3.4.1 all non-usage sensitive charges incurred for the period beginning with the day after the current bill date and extending to, and including, the next bill date;

4.2.3.4.2 any known unbilled non-usage sensitive charges for prior periods which are incurred under this Agreement.

4.2.3.4.3 unbilled usage sensitive charges for the period beginning with the last bill date and extending up to, but not including, the current bill date for interconnection and extending through the bill date for resold services.

4.2.3.4.4 any known unbilled usage sensitive charges for prior periods which were incurred under this Agreement.

4.2.3.4.5 any known unbilled adjustments, which were incurred under this Agreement, and substantiated with complete documentation detailing specific adjustments.

4.2.3.5 The Bill Date must be present on each bill transmitted by the Parties, and must be a valid calendar date and not more than ninety (90) days old. Bills should not be rendered for any charges which are incurred under this Agreement on or before one (1) year proceeding the bill date. However, both Parties recognize that situations exists that would necessitate billing beyond the one year limit as permitted by law. These exceptions include;

+ charges connected with jointly provided services were by meet point billing guidelines require either Party to rely on records provided by a third Party.

+ charges incorrectly billed due to error in or omission of customer provided data such as PLU or PIU factors or other ordering data.

Both Parties agree that these limits will be superceded by any Bill Accuracy Certification Agreement that might be negotiated between the Parties.

4.2.3.6 In compliance with OBF issue 1141, reciprocal compensation charges will be identified as the jurisdiction of 'Local' and not as interstate, or intrastate, on each bill where 'Jurisdiction' is identified. IntraLATA toll charges will be identified as Intrastate/IntraLATA or Interstate/IntraLATA (limited states) on each bill where jurisdiction is identified. BellSouth shall provide from and through dates for charges rendered on all Connectivity Bills.

4.2.3.7 BellSouth shall separately identify business charges from residence charges, as applicable for resale, in a Connectivity Bill. In addition, BellSouth shall assign a specific adjustment or reference number provided by MCIm to each adjustment and credit included on a Connectivity Bill.

4.2.4 On Connectivity Bills BellSouth renders to MCIm, BANs will be 13 alpha/numeric characters. The Bill Date will be the same day, month to month, per BAN. Each Party will provide the other Party at least thirty (30) calendar days written notice prior to changing, deleting, or transferring services between BANs. The Parties shall provide one Connectivity Billing invoice associated with each BAN. Each invoice must contain an invoice number (which will vary from month to month). On each bill associated with a BAN, the appropriate invoice number and the charges contained on that invoice must be reflected. BellSouth shall deliver to MCIm all Connectivity Bills no later than ten (10) calendar days after the Bill Date and at least twenty (20) calendar days prior to the payment due date (as described in this Attachment), whichever is earlier. MCIm shall deliver to BellSouth all Connectivity Bills no later than ten (10) calendar days after the Bill Date and at least twenty (20) calendar days prior to the payment due date (as described in this Attachment), whichever is earlier. Any Connectivity Bill received on a Saturday, Sunday or a day designated as a bank holiday will be deemed received the next business day. If either Party fails to receive Connectivity Billing data and information within the time period specified above, the payment due date will be extended by the number of days receipt has been delayed.

4.2.5 Measurement of minutes of use will be in actual conversation seconds for those services that are billed based on conversation seconds. The total conversation seconds measured by each billing switch per chargeable rate elements will be totaled for the entire monthly bill cycle, and rounded to the next whole minute for UNEs, and rounded to the nearest whole minute for local interconnection usage. Local Resale will be billed in the increments in accordance with the BellSouth's underlying retail tariff.

4.2.6 Each Party shall provide to the other Party a single point of contact (SPOC) for handling any questions or problems regarding Connectivity Bills or that may arise during the implementation and performance of the obligations of this Section 4. Each SPOC will be available via a single telephone and telephone number (not through an answering center).

4.2.7 Official Bill. Each Party receiving bills shall indicate to the other Party a primary and secondary form of official bills sent by the other Party. The official bill will take precedence over any bill received via a different medium. In addition, BellSouth shall make available for its secondary billing media microfiche, CD ROM, and magnetic tape, but in no event paper. Charges for secondary bills are as set forth in Attachment 1 of this Agreement. Notwithstanding any other provision of this subsection 4.2.7, until MCIm converts its billing system from a paper medium, it shall provide its bills only on paper.

4.2.8 Additional Copies. If either party requests an additional copy(ies) of a bill, such party shall pay the other party, at rates set forth in Attachment 1 of this Agreement, for such additional bill copy, unless such copy was requested due to errors, omissions, or corrections or the failure of the transmission to comply with the specifications set forth in this Agreement.

4.2.9 Electronic Bills. BellSouth will send Connectivity Bills to MCIm via CONNECT:Direct as the primary medium for delivery. BellSouth may elect, with agreement from MCIm, to deliver Connectivity Bills via secondary media, such as CD ROM, diskette, microfiche, or magnetic tape. To avoid transmission failures or the receipt of Connectivity Billing information that cannot be processed, MCIm shall provide BellSouth process specifications. BellSouth shall comply with MCIm's processing specifications when BellSouth transmits a Connectivity Bill to MCIm. MCIm shall provide to BellSouth notice if a Connectivity Billing transmission is received that does not meet MCIm's specifications. This transmission will be corrected and resubmitted to MCIm, at BellSouth's sole expense, in a form that can be processed. The payment due date for resubmitted transmissions will be thirty-five (35) days after the date that the transmission is received in a form that can be processed and that meets the specifications set forth in this Attachment.

4.2.9.1 BellSouth shall deliver to a location specified by MCIm, billing information via CONNECT:Direct, magnetic tape, CD ROM or microfiche.

4.2.10 Billing Cycle. Subject to the terms of this Section 4, including, but not limited to, subsection 4.2.12, each party shall pay the other party

within thirty (30) days from the issue date of the bill. If the payment due date is a Saturday, Sunday or has been designated a bank holiday, payment shall be made the next business day. In the event of an emergency, system failure or other such condition that prevents BellSouth from transmitting via CONNECT:Direct, BellSouth shall notify MCIm of such difficulties within forty-eight (48) hours of detection. BellSouth shall deliver to a location specified by MCIm, billing information via magnetic tape or paper, as agreed to by MCIm and BellSouth. The parties acknowledge that all tapes transmitted to the other party via U.S. Mail or Overnight Delivery and which contain Connectivity Billing data shall not be returned to the sending party.

4.2.11 Late Payment Charges. Amounts not paid within thirty (30) calendar days after the Bill Date are considered past due and subject to the following late payment provisions:

4.2.11.1 A late payment charge may be applied, if: (i) no payment is received by the billing Party; (ii) a partial payment of the amount due is received by the billing Party after the payment due date; or (iii) payment is received by the billing Party in funds that are not immediately available to the billing Party. The late payment factor will be an amount equal to the lesser of:

4.2.11.1.1 The highest interest rate that may be levied by law for commercial transactions, compounded daily for each day after the payment due date through and including the date the billed Party makes payment to the billing Party; or

4.2.11.1.1.1 For resale and unbundled network elements, 1.5 % per month of the unpaid balance;

4.2.11.1.1.2 For access and local interconnection, 0.00059%, compounded daily, of the amount due.

4.2.12 Billing Disputes. The disputing Party must document its claim to the other Party in writing. If the Parties are unable to resolve the dispute to their mutual satisfaction, either Party may file a complaint with the Commission/Board in accordance with the Commission's/Board's rules of procedure. For purposes of this Agreement, the Dispute Date is the date on which the disputing Party presents sufficient documentation to support a claim.

4.2.12.1 Each party agrees to notify the other party upon the discovery of a billing discrepancy "Notice of Discrepancy".

4.2.12.2 In the event of such Notice of Discrepancy, the parties shall use best efforts to resolve the discrepancy within one hundred twenty (120) calendar days notification using normal business procedures. If the discrepancy is disputed, resolution of such dispute is expected to occur at the first level of management resulting in a recommendation for settlement of the dispute and closure of a specific billing period.

4.2.12.3 Closure of a specific billing period shall occur by joint Agreement of the parties whereby the parties agree that such billing period is closed to any further analysis and financial transactions, except those resulting from an Audit. Closure shall take place within six (6) months of the Bill Date. The billing period being closed represents those Connectivity Charges that were billed or should have been billed by the respective Bill Date.

4.2.12.3.1 If the dispute is resolved in favor of billing Party and the disputing Party paid the disputed amount on or before the payment due date, no interest credits or late payment charges will apply to the disputed amounts.

4.2.12.3.2 If the dispute is resolved in favor of the billing Party and the disputing Party withheld the disputed amount, any payments withheld pending settlement will be subject to the late payment charge set forth in subsection 4.2.11, unless the billing party has failed to provide the billing information required by this Attachment.

4.2.12.3.3 If the dispute is resolved in favor of the disputing Party and the disputing Party paid the disputed amount, the disputing Party will receive a credit from the billing Party for the disputed amount plus interest at the rate set forth in subsection 4.2.11 of this Attachment.

4.2.12.4 If the dispute is not resolved within the allotted time frame, the following resolution procedure shall begin:

4.2.12.4.1 If the dispute is not resolved within sixty (60) days of the Notice of Discrepancy, the dispute shall be escalated to the second level of management for resolution.

4.2.12.4.2.   If the dispute is not resolved within ninety (90) days of Notice of Discrepancy, the dispute shall be escalated to the third level of management for resolution

4.2.12.4.3 If the dispute is not resolved within one hundred and twenty (120) days of the Notice of Discrepancy, the dispute may be resolved pursuant to Section 22 (Dispute Resolution Procedures) of Part A of this Agreement.

4.2.12.5 Every Dispute Notification shall contain a unique tracking number assigned by the Party issuing the Dispute Notification. If the OBF adopts a guideline for documentation of a billing dispute, the Parties shall comply with such guideline and any other requirements agreed to by the Parties. Until such a guideline is adopted, sufficient documentation may consist of, but is not limited to, the following information, where the information is relevant to the dispute and available to the disputing Party:

4.2.12.5.1 The nature of the dispute (i.e., alleged incorrect rate, alleged incorrect minutes of use, etc.), including the basis for the disputing Party's belief that the bill is incorrect;

4.2.12.5.2 The type of usage (i.e., originating or terminating);

4.2.12.5.3 The end office where the minutes of use originated or terminated (if applicable);

4.2.12.5.4 The number of minutes in dispute;

4.2.12.5.5 The billing account number(s) (BANs);

4.2.12.5.6 The dollar amount in dispute;

4.2.12.5.7 The date of the Connectivity Bill(s) in question;

4.2.12.5.8 Circuit number or complete system identification and DS3 system identification if the dispute concerns a connecting facility assignment (CFA) on a DS1. Line number, trunk number and Two Six Code (TSC) may also be provided;

4.2.12.5.9 Purchase Order Number (PON) and dates involved (due date or as-of date) for disputes involving order activity and what the disputing Party believes is incorrect (e.g., non-recurring charge, mileage, circuit identification) and why it believes this to be incorrect (not received, not

ordered, incorrect rate, etc.). For order activity disputes, documentation may include traffic reports, billing cycle, and, if the service is shared, both main and shared service BANs. Line number, trunk number and Two Six Code as well as end-office identification may also be provided; or

4.2.12.5.10   Any other information necessary to facilitate dispute resolution. If additional information from the disputing Party would assist in resolving the dispute, the other Party may request that the disputing Party provide this information. The request for the additional information will not affect the Dispute Date established by this subsection 4.2.12.

4.2.12.6 The date of resolution will be the date on which the billing Party completes its investigation of the dispute, notifies the disputing Party of the disposition and, if the billing dispute is resolved in favor of the disputing Party, applies the credit for the amount of the dispute resolved in disputing Party's favor to the disputing Party's bill, including the interest on the disputed amount, as appropriate.

4.2.13 Each Party shall credit the other Party for incorrect Connectivity Billing charges including without limitation: overcharges, services ordered or requested but not delivered, interrupted services, services of poor quality; and installation problems if caused by the billing Party. Such credits shall be set forth in the appropriate Section of the Connectivity Bill pursuant to CABS BOS guidelines.

4.2.14 Recording. The Parties will record call information in accordance with this Section 4. Each Party will record call detail information associated with calls as follows:

4.2.14.1 For terminating interconnection minutes of use, each Party will calculate the terminating interconnection minutes of use based on standard Automatic Message Accounting ("AMA") recording made within each Party's network and use these recordings as the basis for its Connectivity Bills to the other Party.

4.2.14.2 The records described below will be provided at a Party's request and will be formatted pursuant to Section 5 of this Attachment, Bellcore (Telcordia)'s EMI standards, and the requirements of this Section 4. These records will be transmitted to the other Party daily in EMI format via CONNECT:Direct. BellSouth and MCIm will retain, at each Party's sole expense,

copies of all EMI records transmitted to the other Party for at least ninety (90) days after transmission to the other Party.

4.2.15 BellSouth shall be responsible for billing and collecting charges from IXCs for access related to interexchange calls generated by resale subscribers.

4.2.16 <u>Data Quality</u>. BellSouth agrees that if it transmits data to MCIm in a mechanized format, BellSouth shall also comply with the following specifications which are not contained in CABS BOS guidelines but which are necessary for MCIm to process Connectivity Billing information and data:

4.2.16.1 The Bill Date shall not contain spaces or non-numeric values.

4.2.16.2 Each Connectivity Bill must contain at least one detail record.

4.2.16.3 Any "From" Date should be less than the associated "Thru" Date and neither date can contain spaces.

4.2.16.4 The Invoice Number must not have embedded spaces or low values.

4.2.16.5 The BAN must not have any embedded spaces or low values.

4.2.17 At least thirty (30) days prior to any BellSouth software releases that affect the mechanized bill format, BellSouth shall send to MCIm Connectivity Bill data in the appropriate mechanized format for testing to ensure that the bills can be processed and that the bills comply with the requirements of CABS BOS guidelines. After the receipt of the test data from BellSouth, MCIm will notify BellSouth at least ten (10) days prior to the software implementation date of any processing problems as a result of the software changes. If the transmission fails to meet CABS BOS guidelines, BellSouth shall make the necessary corrections prior to implementation to meet such standards or guidelines.

4.2.18 Nonpayment.

4.2.18.1 Absent a good faith billing dispute, if payment of account is not received by the bill day in the month after the original bill

day, the billing Party may provide written notice to billed party, that additional applications for Service will be refused and that any pending orders for Service will not be completed if payment is not received by the fifteenth day following the date of the notice. In addition the billing Party may, at the same time, give thirty (30) days notice to the person designated by the billed Party to receive notices of noncompliance, and discontinue the provision of existing services to the billed Party at any time thereafter without further notice. Notwithstanding any other provision of this Agreement, BellSouth may deny, disconnect, discontinue, or refuse applications for, service only in those instances in which MCIm does not dispute the bill, and only for those services for which MCIm has not made payment; provided however, that in the event of a billing dispute, MCIm shall provide BellSouth with written documentation of the billing dispute which clearly shows the basis for MCIm's dispute of the charges. If the Parties are still unable to resolve the dispute, then the Parties may pursue all dispute resolution measures available under this Agreement.

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

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

4.2.18.4 If within fifteen (15) days after an End User's service has been denied no contact has been made in reference to restoring service, the End User's service will be disconnected.

4.3   Billing Tapes

4.3.1 In emergency situations when tape transmittal has been used for billing tapes BellSouth shall adhere to the tape packaging requirements set forth in this Agreement. Where magnetic tape shipping containers are transported in freight compartments, adequate magnetic field protection shall be provided by keeping a 6-inch distance from any magnetic field generating device (except a magnetron-tape device). BellSouth shall only use those shipping containers that contain internal insulation to prevent damage. BellSouth shall clearly mark on the outside of each shipping

container its name, contact and return address. BellSouth shall not ship any Connectivity Billing tapes in tape canisters.

4.3.2   All emergency billing data transmitted via tape must be provided on a cartridge tape and must be of high quality, conform to the parties' record and label standards, 18-track, odd parity, 6,250 BPI group coded recording mode and extended binary-coded decimal interchange code ("EBCDIC"). Each reel of tape must be 100% tested at 20% or better "clipping" level with full width certification and permanent error free at final inspection. MCIm reserves the right to destroy a tape that has been determined to have unrecoverable errors. MCIm also reserves the right to replace a tape with one of equal or better quality.

4.3.3 Billing data tapes used in emergency circumstances shall have the following record and label standards. The dataset serial number on the first header record of an IBM standard tape label also shall have the following format.

	CABS BOS
Record Length	bytes (fixed length)
Blocking factor	records per block
Block size	bytes per block
Labels	Standard IBM Operating System

4.3.4   A single 6-digit serial number must appear on the external (flat) surface of the tape for visual identification. This number shall also appear in the "dataset serial number field" of the first header record of the IBM standard tape label. This serial number shall consist of the character "V" followed by the reporting location's four-digit Originating Company Code ("OCN") and a numeric character chosen by the sending company. The external and internal label shall be the same. The dataset name shall appear on the flat side of the reel and also in the "data set name field" on the first header record of the IBM standard tape label. BellSouth's name, address, and contact shall appear on the flat side of the cartridge or reel.

4.3.5 Tape labels shall conform to IBM OSNS Operating System Standards contained in the IBM Standard Labels Manual. IBM standard labels are 80-character records recorded in EBCDIC, odd parity.

4.3.6 BellSouth shall conform to the Standard Volume Label Format which will be prescribed by MCIm.

4.3.7 BellSouth shall use The IBM Standard Dataset Label Format which will be prescribed by MCIm.

4.3.8 BellSouth shall use mutually agreed upon test & production dataset formats.

4.3.9 The file format (block size, record size, etc.) will be mutually agreed upon by the parties.

4.3.10 MCIm will have no responsibility to return tapes delivered to MCIm.

4.4 Connectivity Billing and Recording Interface Performance and Management. Consistent with Attachment 10 of this Agreement, the Parties will comply with the performance measurements and reporting for transactions passed over the electronic Connectivity Billing and Recording interface.

Section 5. Customer Usage Data

5.1   Provision of Customer Usage Data

BellSouth shall provide to MCIm billing records in accordance with EMI standards, as established by the Ordering and Billing Forum (OBF).   As such EMI standards or other OBF guidelines are modified, the parties agree to implement such new or modified standards within the time frames specified by OBF. BellSouth will provide all usage and billing records as specified by EMI guidelines in the Optional Daily Usage File, the Access Daily Usage File, and the Centralized Message Distribution System File as set forth below.

5.2   Optional Daily Usage File

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

5.2.2 MCIm shall furnish all relevant information required by BellSouth for the provision of the ODUF.

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

5.2.4 Charges for delivery of the ODUF will appear on MCIm's' monthly bills. The charges are as set forth in Exhibit A to this Attachment.

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

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

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

5.2.7.1   USAGE TO BE TRANSMITTED

5.2.7.1.1   The following messages recorded by BellSouth will be transmitted to MCIm:

- Message recording for per use/per activation type services (examples: Three -Way Calling, Verify, Interrupt, Call Return, etc.)

- Measured billable Local

- Directory Assistance messages

- IntraLATA Toll

- WATS and 800 Service

- N11

- Information Service Provider Messages

- Operator Services Messages

- Operator Services Message Attempted Calls (Network Element only)

- Credit/Cancel Records

- Usage for Voice Mail Message Service

5.2.7.1.2   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.

5.2.7.1.3   BellSouth will perform duplicate record checks on records processed to ODUF. Any duplicate messages detected will be deleted and not sent to MCIm.

5.2.7.1.4   In the event that MCIm detects a duplicate on ODUF they receive from BellSouth, MCIm will drop the duplicate message (MCIm will not return the duplicate to BellSouth).

5.2.7.2   PHYSICAL FILE CHARACTERISTICS

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

5.2.7.2.2   Data circuits (private line or dial-up) may be required between BellSouth and MCIm for the purpose of data transmission. Where a dedicated line is required, MCIm will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. MCIm will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to MCIm. Additionally, all message

toll charges associated with the use of the dial circuit by MCIm will be the responsibility of MCIm. 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 MCIm's end for the purpose of data transmission will be the responsibility of MCIm.

5.2.7.3   PACKING SPECIFICATIONS

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

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

THE DATA WILL BE PACKED USING ATIS EMI RECORDS.

5.2.7.4   PACK REJECTION

5.2.7.4.1   MCIm will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI Error Codes will be used. MCIm will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to MCIm by BellSouth.

5.2.7.5   Control Data

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

5.2.7.6   TESTING

5.2.7.6.1   Upon request from MCIm, BellSouth shall send test files to MCIm for ODUF. The Parties agree to review and discuss the file's content and/or format. For testing of usage results, BellSouth shall request that MCIm set up a production (LIVE) file. The live test may consist of MCIm's employees making test calls for the types of services MCIm requests on ODUF. These test calls are logged by MCIm, and the logs are provided to BellSouth. These logs will be used to verify the files. Testing will be completed within 30 calendar days from the date on which the initial test file was sent.

5.3   Access Daily Usage File

5.3.1   Upon written request from MCIm, BellSouth will provide the Access Daily Usage File (ADUF) service to MCIm pursuant to the terms and conditions set forth in this section.

5.3.2   MCIm shall furnish all relevant information required by BellSouth for the provision of ADUF.

5.3.3   ADUF will contain access messages associated with a port that MCIm has purchased from BellSouth

5.3.4   Charges for delivery of ADUF will appear on MCIm's monthly bills. The charges are as set forth in Exhibit A to this Attachment. All messages will be in the standard ATIS EMI record format.

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

5.3.6   USAGE TO BE TRANSMITTED

5.3.6.1   The following messages recorded by BellSouth will be transmitted to MCIm:

5.3.6.1.1   Recorded originating and terminating interstate and intrastate access records associated with a port.

5.3.6.1.2   Recorded terminating access records for undetermined jurisdiction access records associated with a port.

5.3.6.2   When MCIm purchases Network Element ports from BellSouth and calls are made using these ports, BellSouth will handle the calls as follows:

5.3.6.2.1   Originating from Network Element and carried by Interexchange Carrier:

5.3.6.2.1.1   BellSouth will bill network element to MCIm and send access record to the MCIm via ADUF.

5.3.6.2.2   Originating from network element and carried by BellSouth.

5.3.6.2.2.1   BellSouth will bill network element to MCIm and send access record to the MCIm via ADUF.

5.3.6.2.3   Terminating on network element and carried by Interexchange Carrier:

5.3.6.2.3.1   BellSouth will bill network element to MCIm and send access record to MCIm.

5.3.6.2.4   Terminating on network element and carried by BellSouth:

5.2.6.2.4.1   BellSouth will bill network element to MCIm and send access record to MCIm.

5.3.6.3   BellSouth will perform duplicate record checks on records processed to ADUF. Any duplicate messages detected will be dropped and not sent to MCIm.

5.3.6.4   In the event that MCIm detects a duplicate on ADUF they receive from BellSouth, MCIm will drop the duplicate message (MCIm will not return the duplicate to BellSouth.)

5.3.7   PHYSICAL FILE CHARACTERISTICS

5.3.7.1   ADUF will be distributed to MCIm via an agreed medium with CONNECT:Direct being the preferred transport method.   The Daily Usage Feed will be a fixed block format (2476) with an LRECL of 2472. The data on the Daily Usage Feed will be in a non-compacted EMI format (210 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays). Details such as dataset name and delivery schedule will

be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.

5.3.7.2 Data circuits (private line or dial-up) may be required between BellSouth and MCIm for the purpose of data transmission. Where a dedicated line is required, MCIm will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. MCIm will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to MCIm. Additionally, all message toll charges associated with the use of the dial circuit by MCIm will be the responsibility of MCIm. 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 MCIm's end for the purpose of data transmission will be the responsibility of MCIm.

5.3.8 PACKING SPECIFICATIONS

5.3.8.1 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.

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

THE DATA WILL BE PACKED USING ATIS EMI RECORDS.

5.3.9 PACK REJECTION

5.3.9.1 MCIm will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI Error Codes will be used. MCIm will not be

required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to MCIm by BellSouth.

5.3.10 CONTROL DATA

5.3.10.1   MCIM WILL SEND ONE CONFIRMATION RECORD PER PACK THAT IS RECEIVED FROM BELLSOUTH. THIS CONFIRMATION RECORD WILL INDICATE MCIM RECEIVED THE PACK AND THE ACCEPTANCE OR REJECTION OF THE PACK. PACK STATUS CODE(S) WILL BE POPULATED USING STANDARD ATIS EMI ERROR CODES FOR PACKS THAT WERE REJECTED BY MCIM FOR REASONS STATED IN THE ABOVE SECTION.

5.3.11 TESTING

5.3.11.1   Upon request from MCIm, BellSouth shall send a test file of generic data to MCIm via Connect:Direct or Text File via E-Mail. The Parties agree to review and discuss the test file's content and/or format.

5.4   RAO Hosting

5.4.1   If MCIm requests that BellSouth act as the Regional Accounting Office ("RAO") host, then BellSouth will provide, as the RAO host, Calling Card and Third Number Settlement System (CATS) and Non-Intercompany Settlement System (NICS) services provided to MCIm by BellSouth will be in accordance with the methods and practices regularly adopted and applied by BellSouth to its own operations during the term of this Agreement, including such revisions as may be made from time to time by BellSouth.

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

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

5.4.4   MCIm must have its own unique RAO code. Requests for establishment of RAO status where BellSouth is the selected Centralized Message Distribution System (CMDS) interfacing host, require written notification from MCIm to the BellSouth RAO Hosting coordinator at least eight (8) weeks prior to the proposed

effective date. The proposed effective date will be mutually agreed upon between the Parties with consideration given to time necessary for the completion of required Telcordia (formerly BellCore) functions. BellSouth will request the assignment of an RAO code from its connecting contractor, currently Telcordia (formerly BellCore), on behalf of MCIm and will coordinate all associated conversion activities.

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

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

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

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

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

5.4.10   Transmission of message data between BellSouth and MCIm will be via CONNECT:Direct.

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

5.4.12   MCIm will ensure that the recorded message detail necessary to recreate files provided to BellSouth will be maintained

for back-up purposes for a period of three (3) calendar months beyond the related message dates.

5.4.13   Should it become necessary for MCIm to send data to BellSouth more than sixty (60) days past the message date(s), MCIm will notify BellSouth in advance of the transmission of the data. If there will be impacts outside the BellSouth region, BellSouth will work with its connecting contractor and MCIm to notify all affected Parties.

5.4.14   In the event that data to be exchanged between the two Parties should become lost or destroyed, both Parties will work together to determine the source of the problem. Once the cause of the problem has been jointly determined and the responsible Party (BellSouth or MCIm) identified and agreed to, the company responsible for creating the data (BellSouth or MCIm) will make every effort to have the affected data restored and retransmitted. If the data cannot be retrieved, the responsible Party will be liable to the other Party for any resulting lost revenue. Lost revenue may be a combination of revenues that could not be billed to the end users and associated access revenues. Both Parties will work together to estimate the revenue amount based upon historical data through in accordance with section 5.2.10 of this Attachment. The resulting estimated revenue loss will be paid by the responsible Party to the other Party within three (3) calendar months of the date of problem resolution, or as mutually agreed upon by the Parties.

5.4.15   Should an error be detected by the EMI format edits performed by BellSouth on data received from MCIm, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify MCIm of the error condition. MCIm will correct the error(s) and will resend the entire pack to BellSouth for processing. In the event that an out-of-sequence condition occurs on subsequent packs, MCIm will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.

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

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

5.4.18 RAO Compensation

5.4.18.1   Rates for message distribution service provided by BellSouth for MCIm are as set forth in Attachment 1 of this Agreement.

5.4.18.2   Rates for data transmission associated with message distribution service are as set forth in Attachment 1 of this Agreement.

5.4.18.4   Each Party will be responsible for all equipment, including modems and software, that is required on their side of the data circuit.

5.18.3   Data circuits (private line or dial-up) will be required between BellSouth and MCIm for the purpose of data transmission. Where a dedicated line is required, MCIm will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. MCIm will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to MCIm. Additionally, all message toll charges associated with the use of the dial circuit by MCIm will be the responsibility of MCIm. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties.

5.4.19 Intercompany Settlements Messages

5.4.19.1   This Section addresses the settlement of revenues associated with traffic originated from or billed by MCIm as a facilities based provider of local exchange telecommunications services outside the BellSouth region. Only traffic that originates in one Bell operating territory and bills in another Bell operating territory is included. Traffic that originates and bills within the same Bell operating territory will be settled on a local basis

between MCIm and the involved company(ies), unless that company is participating in NICS.

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

5.4.19.3   Once MCIm is operating within the BellSouth territory, revenues associated with calls originated and billed within the BellSouth region will be settled via Telcordia (formerly BellCore)'s, its successor or assign, NICS system.

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

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

5.4.19.6   BellSouth will collect the revenue earned by MCIm from the Bell operating company in whose territory the messages are billed (CATS), less a per message billing and collection fee as set forth in Attachment 1 of this Agreement, on behalf of MCIm. BellSouth will remit the revenue billed by MCIm to the Bell operating company in whose territory the messages originated, less a per message billing and collection fee as set forth in Attachment 1 of this Agreement, on behalf on MCIm. These two amounts will be netted together by BellSouth and the resulting charge or credit issued to MCIm via a monthly Carrier Access Billing System (CABS) miscellaneous bill.

5.4.19.7   BellSouth will collect the revenue earned by MCIm within the BellSouth territory from another CLEC also within the BellSouth territory (NICS) where the messages are billed, less a per message billing and collection fee as set forth in Attachment 1

of this Agreement, on behalf of MCIm. BellSouth will remit the revenue billed by MCIm within the BellSouth region to the CLEC also within the BellSouth region, where the messages originated, less a per message billing and collection fee as set forth in Attachment 1 of this Agreement. These two amounts will be netted together by BellSouth and the resulting charge or credit issued to MCIm via a monthly Carrier Access Billing System (CABS) miscellaneous bill.

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

5.5   Lost Data

5.5.1.   Loss of Recorded Usage Data - In the event MCIm Recorded Usage Data is determined to have been lost, damaged or destroyed as a result of an error or omission by BellSouth in its performance of the recording function , upon MCIm's request, BellSouth shall attempt to recover the Recorded Usage Data at no charge to MCIm. In the event the data cannot be recovered by BellSouth, BellSouth and MCIm shall mutually agree upon a credit amount based upon an estimate of the affected messages and associated revenue, reduced by a mutually agreed upon estimate of associated Recording Service charges,   based upon the method described below. This method shall be applied on a consistent basis, subject to modifications agreed to by BellSouth and MCIm. This estimate shall be used to adjust amounts MCIm owes BellSouth for services BellSouth provides in conjunction with the provision of Recorded Usage Data, and BellSouth's liability for lost, damaged or destroyed Recorded Usage Data shall be limited to the application of the credit described in this section.

5.5.2. The lost revenue per day will be based upon the daily average of revenues for the corresponding days of the week (e.g. four Mondays) in the most recent month for which MCIm supplied data to BellSouth before the day of loss, except:

5.5.2.1.   If the loss occurs on a weekday which is a holiday (except Mother's Day or Christmas), BellSouth will use the daily average of revenues from the four Sundays of the most recent month for which MCIm supplied data to BellSouth before the day of loss;

5.5.2.2.   If the loss occurs on Mother's Day or Christmas, BellSouth will use the daily average of revenue from that day in the preceding year (if available from the data supplied by MCIm to BellSouth before the day of loss); and

5.5.2.3.   If the loss occurs on a day not a holiday but one (or more) of the days lost is a holiday, BellSouth will use additional corresponding days from the next most recent month for which MCIm supplied data to BellSouth before the day of loss.

Section 6. Maintenance and Repair

6.1 Provision of Maintenance and Repair

6.1.1 BellSouth shall provide MCIm use of BellSouth's maintenance and repair OSS Function by providing MCIm the information, data, processes, and functionalities via an Application-to-Application interface as set forth in this Attachment. BellSouth shall maintain this interface, including, but not limited to, the data connections, at Parity.

6.1.2 The Application-to-Application interface referenced in subsection 6.1.1 above (Electronic Communications Trouble Administration, "ECTA") will allow MCIm personnel to perform the following functions for MCIm Customers: (i) enter trouble reports in the BellSouth maintenance systems for an MCIm Customer; (ii) retrieve and track current status on all MCIm Customer trouble reports entered via ECTA; (iii) receive "estimated time to repair" ("ETTR") on a Real Time basis; (iv) receive immediate notification in the event a repair person is unable to be present for, or anticipates missing, a scheduled repair appointment; (v) conduct metallic line or other tests at the same level as BellSouth trouble handling personnel; and (vi) receive automated notification of trouble closure in conformance with the specifications detailed in the MCIm Electronic Bonding Functional Requirements and Design document version 5.0 and the MCIm/BellSouth joint implementation agreement document.

6.1.3 BellSouth shall provide to MCIm maintenance and repair business processes, as well as the technical and systems maintenance and repair interfaces at Parity and on a nondiscriminatory basis. BellSouth shall comply with the applicable performance measurements set forth in Attachment 10, and as required by law.

6.1.3.1 Neither Party shall knowingly deploy or maintain any circuits, facilities or equipment that:

6.1.3.1.1 Interferes with or impairs service over any facilities of the other Party or a third party, in excess of interference or impairment explicitly permitted by Applicable Law or national standards;

6.1.3.1.2 Causes damage to the other Party's plant or collocation Premises;

6.1.3.1.3 Creates unreasonable hazards to any person;

6.1.3.1.4 Compromises the privacy of any communications, unless otherwise authorized by tariffs or Applicable Law.

6.1.3.2 Neither Party shall rearrange, move, disconnect, remove or attempt to repair any facilities owned by the other Party, other than by connection or disconnection to any interface means used, except with the consent of the other Party. Provided, however, that a Party discovering an immediate threat of serious physical damage to property or injury to person may take whatever measures that Party deems reasonably necessary to remove the threat.

6.1.3.3 Each Party shall notify the other of situations that arise that may result in a service problem for the other Party. If either Party reasonably determines that any equipment or facilities of the other Party violates the provisions of subsection 6.1.3.1, the determining Party shall give written notice to the other Party, which notice shall direct the other Party to cure the violation within 48 hours. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement. If the Parties determine that the violation cannot be cured within 48 hours, at a minimum the curing Party shall commence curative measures within 24 hours and exercise reasonable diligence to complete such measures as soon as possible thereafter.

6.1.3.4 For all repair requests, each Party shall prescreen troubles prior to referring the trouble to the other Party.

6.1.3.5 Each Party may bill the other Party for referring a trouble that requires a dispatch outside of the central office and is found not to be in the network of the Party to whom the trouble was referred, pursuant to its standard time and material charges. The standard time and material charges will be no more than what the Party normally would charge for the same services.

6.1.4 BellSouth's repair bureau shall conform to the performance requirements set forth in this Attachment when providing maintenance and repair services to MCIm.

6.1.4.1 BellSouth shall provide MCIm with the capability to open trouble tickets, analyze and sectionalize the trouble, determine whether it is necessary to dispatch a service technician to the relevant premises, obtain status, and receive completion information. BellSouth shall handle MCIm troubles at Parity and shall not require MCIm technicians to perform any task beyond the metallic line testing required to isolate troubles within BellSouth's network. BellSouth shall provide electronically bonded access to MCIm to perform the metallic line testing.

6.1.4.2 If BellSouth misses the "estimated time to restore", BellSouth shall use its best efforts to notify MCIm in a timely manner.

6.1.4.3 <u>Telephone Service Priority</u>. Upon receipt of a request from MCIm containing the appropriate TSP Authorization Codes assigned by the NSEP-TSP, BellSouth shall identify the account with this code. BellSouth will conform to the framework defined by the NSEP-TSP for restoration on a priority basis of the individual accounts.

6.1.4.4 BellSouth will make repair service available to MCIm personnel 24 hours a day, seven (7) days a week.

6.2 General Business Requirements and Functions

6.2.1 Each Party will be the single point of contact for all repair calls on behalf of its End Users. The Parties agree to provide one another with toll-free contact numbers for such purposes.

6.2.2 BellSouth shall dispatch maintenance personnel for MCIm Customers on the same schedule that BellSouth provides for its own Customers. BellSouth shall dispatch BellSouth technicians to MCIm-designated premises upon request by MCIm.

6.2.3 MCIm shall handle all interactions with MCIm subscribers including all calls regarding service problems, establishing appointments pursuant to this Section, and notifying the subscriber of trouble status and resolution, unless otherwise authorized by MCIm. BellSouth may contact

MCIm End Users for the express purpose of performing routine maintenance on BellSouth's network (e.g., to notify an End User of tree trimming operations).

6.2.4 Where BellSouth provides the switching, BellSouth agrees to provide scheduled maintenance for residential and small business subscribers, consisting of cable throws, performed with test sets which prevent the subscribers' services from being interrupted during the activity. BellSouth shall monitor individual cutover work to insure that the service is not in use prior to the cut. Central office conversions shall be publicized through the media and will occur after midnight and before 4:00A.M, unless MCIm is notified in writing (via e-mail or other medium and via web posting).

6.2.5 BellSouth shall provide MCIm with the same scheduled and non-scheduled maintenance including, without limitation, required and recommended maintenance intervals and procedures, for all Services provided to MCIm under this Agreement that it currently provides for maintenance of its own network at a level of quality which is at Parity.

6.2.6 Disaster Recovery. The Parties shall adhere to the Disaster Recovery Plan set forth in Appendix 1 of this Attachment.

6.2.7 Adverse Trend Analysis. BellSouth will work cooperatively with MCIm to identify the source of, and correct, adverse trends identified through the performance measurements set forth in Attachment 10 of this Agreement. BellSouth will report to MCIm the cause for the adverse trend and BellSouth's measures to correct the same. For trends that are not corrected, MCIm may request, and BellSouth shall perform, at Parity, a root cause analysis on the trend, and provide the details of that analysis to MCIm.

6.2.8 BellSouth shall supply MCIm with a unique number, which may be the customer's actual number, to identify each MCIm initial trouble report opened. For repeat trouble reports, if the previous trouble was within a thirty (30) day period, the report will be flagged as a repeat report automatically.

6.2.9 Where BellSouth provides switching, MCIm may request, and BellSouth shall provide, selective call routing, at the rates set forth in Attachment 1 of this Agreement, that will enable MCIm subscriber calls to "611" to be routed to the MCIm repair center.

6.2.10 MCIm may open a trouble report at any time for any circuit ID for which BellSouth has previously submitted a completion notice for a service request. In addition, MCIm may open a trouble report where a previous report for the same circuit ID has been closed by BellSouth. MCIm may escalate to BellSouth to the last level of escalation occurring on the closed report.

6.2.11 BellSouth shall notify MCIm upon completion of a trouble report. The report shall not be closed until the trouble is resolved and notification is received by MCIm.

6.2.12 BellSouth shall permit MCIm to call BellSouth to verify central office features and functions as they relate to an open trouble report. BellSouth agrees to work with MCIm on the initial trouble report to isolate the cause of the trouble and, where possible, resolve the feature/function related trouble at that time.

6.2.13 BellSouth shall proactively advise MCIm of any central office, interoffice (such as fiber cuts), and repeater failures that are known at the time of any inquiry or trouble report. BellSouth shall notify MCIm of switch failures pursuant to the Disaster Recovery Plan in Appendix 1 of this Attachment.

6.2.14 BellSouth agrees to provide an Estimated Time To Repair (ETTR), an appointment time or commitment time, as appropriate, on all trouble reports.

6.2.15 Maintenance charges for premises visits by BellSouth employees or contractors shall be billed to MCIm and not to the customer.

> 6.2.15.1 BellSouth employees or contractors shall present the customer with an unbranded form detailing the time spent, the materials used and an indication that the trouble has either been resolved, or that additional work will be necessary.

> 6.2.15.2 If additional premises work is required that cannot be performed on that visit, BellSouth shall call MCIm to schedule another premises visit. Wherever possible, BellSouth will schedule appointments while a technician is at the premises with the Customer on the line so that MCIm can schedule a new appointment with BellSouth and Customer at the same time.

6.2.15.3 The BellSouth employees or contractors who perform maintenance and repair shall obtain the Customer's signature on a form, and use the signed form to input maintenance charges into the BellSouth repair and maintenance database. These charges will include any charges for inside wiring work by BellSouth employees or contractors.

APPENDIX 1
ATTACHMENT 8

1999
BELLSOUTH

DISASTER RECOVERY PLANNING

for

CLECS

April 7, 2000

CONTENTS

PAGE

1.0 PURPOSE

In the unlikely event of a disaster occurring that affects BellSouth's long-term ability to deliver traffic to a Competitive Local Exchange Carrier (CLEC), general procedures have been developed to hasten the recovery process. Since each location is different and could be affected by an assortment of potential problems, a detailed recovery plan is impractical. However, in the process of reviewing recovery activities for specific locations, some basic procedures emerge that appear to be common in most cases.

These general procedures should apply to any disaster that affects the delivery of traffic for an extended time period. Each CLEC will be given the same parity consideration during an outage and service will be restored as quickly as possible.

This document will cover the basic recovery procedures that would apply to every CLEC.

2.0 SINGLE POINT OF CONTACT

When a problem is experienced, regardless of the severity, the BellSouth Network Management Center (NMC) will observe traffic anomalies and begin monitoring the situation. Controls will be appropriately applied to insure the sanity of BellSouth's network; and, in the event that a switch or facility node is lost, the NMC will attempt to circumvent the failure using available reroutes.

BellSouth's NMC will remain in control of the restoration efforts until the problem has been identified as being a long-term outage. At that time, the NMC will contact BellSouth's Emergency Control Center (ECC) and relinquish control of the recovery efforts. Even though the ECC may take charge of the situation, the NMC will continue to monitor the circumstances and restore traffic as soon as damaged network elements are revitalized.

The telephone number for the BellSouth Network Management Center in Atlanta, as published in Telcordia's National Network Management Directory, is 404-321-2516. The telephone number for MCI Worldcom Local Switch Control Center, is 1-888-722-9266.

3.0 IDENTIFYING THE PROBLEM

During the early stages of problem detection, the NMC will be able to tell which CLECs are affected by the catastrophe. Further analysis and/or first hand observation will determine if the disaster has affected CLEC equipment only; BellSouth equipment only or a combination. The initial restoration activity will be largely determined by the equipment that is affected.

Once the nature of the disaster is determined and after verifying the cause of the problem, the NMC will initiate reroutes and/or transfers that are jointly agreed upon by the affected CLECs' Network Management Center and the BellSouth NMC. The type and percentage of controls used will depend upon available network capacity. Controls necessary to stabilize the situation will be invoked and the NMC will attempt to re-establish as much traffic as possible.

For long term outages, recovery efforts will be coordinated by the Emergency Control Center (ECC). Traffic controls will continue to be applied by the NMC until facilities are re-established. As equipment is made available for service, the ECC will instruct the NMC to begin removing the controls and allow traffic to resume.

3.1   SITE CONTROL

In the total loss of building-use scenario, what likely exists will be a smoking pile of rubble. This rubble will contain many components which could be dangerous. It could also contain any personnel on the premises at the time of the disaster. For these reasons, the local fire marshal with the assistance of the police will control the site until the building is no longer a threat to surrounding properties and the companies have secured the site from the general public.

During this time, the majority owner of the building should be arranging for a demolition contractor to mobilize to the site with the primary objective of reaching the cable entrance facility for a damage assessment. The results of this assessment would then dictate immediate plans for restoration, both short term and permanent.

In a less catastrophic event, i.e., the building is still standing and the cable entrance facility is usable, the situation is more complex. The site will initially be controlled by local authorities until the threat to adjacent property has diminished. Once the site is returned to the control of the companies, the following events should occur:

An initial assessment of the main building infrastructure systems (mechanical, electrical, fire & life safety, elevators, and others) will establish building needs. Once these needs are determined, the majority owner should lead the building restoration efforts. There may be situations where the site will not be totally restored within the confines of the building. The companies must individually determine their needs and jointly assess the cost of permanent restoration to determine the overall plan of action.

Multiple restoration trailers from each company will result in the need for designated space and installation order. This layout and control is required to maximize the amount of restoration equipment that can be placed at the site, and the priority of placements.

Care must be taken in this planning to insure other restoration efforts have logistical access to the building. Major components of telephone and building equipment will need to be removed and replaced. A priority for this equipment must also be jointly established to facilitate overall site restoration. (Example: If the AC switchgear has sustained damage, this would be of the highest priority in order to regain power, lighting, and HVAC throughout the building.)

If the site will not accommodate the required restoration equipment, the companies would then need to quickly arrange with local authorities for street closures, rights of way or other possible options available.

3.2   ENVIRONMENTAL CONCERNS

In the worse case scenario, many environmental concerns must be addressed. Along with the police and fire marshal, the state environmental protection department will be on site to monitor the situation.

Items to be concerned with in a large central office building could include:

1. Emergency engine fuel supply. Damage to the standby equipment and the fuel handling equipment could have created "spill" conditions that have to be handled within state and federal regulations.

2. Asbestos containing materials that may be spread throughout the wreckage. Asbestos could be in many components of building, electrical, mechanical, outside plant distribution, and telephone systems.

3. Lead and acid. These materials could be present in potentially large quantities depending upon the extent of damage to the power room.

4. Mercury and other regulated compounds resident in telephone equipment.

5. Other compounds produced by the fire or heat.

Once a total loss event occurs at a large site, local authorities will control immediate clean up (water placed on the wreckage by the fire department) and site access.

At some point, the companies will become involved with local authorities in the overall planning associated with site clean up and restoration. Depending on the clean up approach taken, delays in the restoration of several hours to several days may occur.

In a less severe disaster, items listed above are more defined and can be addressed individually depending on the damage.

In each case, the majority owner should coordinate building and environmental restoration as well as maintain proper planning and site control.

4.0 THE EMERGENCY CONTROL CENTER (ECC)

The ECC is located in the Colonnade Building in Birmingham, Alabama. During an emergency, the ECC staff will convene a group of pre-selected experts to inventory the damage and initiate corrective actions.   These experts have regional access to BellSouth's personnel and equipment and will assume control of the restoration activity anywhere in the nine-state area.

In the past, the ECC has been involved with restoration activities resulting from hurricanes, ice storms and floods. They have demonstrated their capabilities during these calamities as well as during outages caused by human error or equipment failures. This group has an excellent record of restoring service as quickly as possible.

During a major disaster, the ECC may move emergency equipment to the affected location, direct recovery efforts of local personnel and coordinate service restoration activities with the CLECs. The ECC will attempt to restore service as quickly as possible using whatever means are available; leaving permanent solutions, such as the replacement of damaged buildings or equipment, for local personnel to administer.

Part of the ECC's responsibility, after temporary equipment is in place, is to support the NMC efforts to return service to the CLECs. Once service has been restored, the ECC will return control of the network to normal operational organizations. Any long-term changes required after service is restored will be made in an orderly fashion and will be conducted as normal activity.

5.0 RECOVERY PROCEDURES.

The nature and severity of any disaster will influence the recovery procedures. One crucial factor in determining how BellSouth will proceed with restoration is whether or

not BellSouth's equipment is incapacitated. Regardless of who's equipment is out of service, BellSouth will move as quickly as possible to aid with service recovery; however, the approach that will be taken may differ depending upon the location of the problem.

5.1 CLEC OUTAGE.

For a problem limited to one CLEC (or a building with multiple CLECs), BellSouth has several options available for restoring service quickly. For those CLECs that have agreements with other CLECs, BellSouth can immediately start directing traffic to a provisional CLEC for completion. This alternative is dependent upon BellSouth having concurrence from the affected CLECs.

Whether or not the affected CLECs have requested a traffic transfer to another CLEC will not impact BellSouth's resolve to re-establish traffic to the original destination as quickly as possible.

5.2 BELLSOUTH OUTAGE

Because BellSouth's equipment has varying degrees of impact on the service provided to the CLECs, restoring service from damaged BellSouth equipment is different. The outage will probably impact a number of Carriers simultaneously. However, the ECC will be able to initiate immediate actions to correct the problem.

A disaster involving any of BellSouth's equipment locations could impact the CLECs, some more than others. A disaster at a Central Office (CO) would only impact the delivery of traffic to and from that one location, but the incident could affect many Carriers. If the Central Office is a Serving Wire Center (SWC), then traffic from the entire area to those Carriers served from that switch would also be impacted. If the switch functions as an Access Tandem, or there is a tandem in the building, traffic from every CO to every CLEC could be interrupted. A disaster that destroys a facility hub could disrupt various traffic flows, even though the switching equipment may be unaffected.

The NMC would be the first group to observe a problem involving BellSouth's equipment. Shortly after a disaster, the NMC will begin applying controls and finding reroutes for the completion of as much traffic as possible. These reroutes may involve delivering traffic to alternate Carriers upon receiving approval from affected carriers and notification of the CLECs involved. In some cases, changes in translations will be

required. If the outage is caused by the destruction of equipment, then the ECC will assume control of the restoration.

5.2.1 Loss of a Central Office

When BellSouth loses a Central Office, the ECC will

a) place specialists and emergency equipment on notice;

b) inventory the damage to determine what equipment and/or functions are lost;

c) move containerized emergency equipment and facility equipment to the stricken area, if necessary;

d) begin reconnecting service for Hospitals, Police and other emergency agency customers of CLECs and BellSouth in a nondiscriminatory manner in accordance with NSEP-TSP guidelines; and

e) begin restoring service to CLECs and other customers.

5.2.2 Loss of a Central Office with Serving Wire Center Functions

The loss of a Central Office that also serves as a Serving Wire Center (SWC), will be restored as described in subsection 5.2.1.

5.2.3 Loss of a Central Office with Tandem Functions

When BellSouth loses a Central Office building that serves as an Access Tandem and as a SWC, the ECC will

a) place specialists and emergency equipment on notice;

b) inventory the damage to determine what equipment and/or functions are lost;

c) move containerized emergency equipment and facility equipment to the stricken area, if necessary;

d) begin reconnecting service for Hospitals, Police and other emergency agency customers of CLECs and BellSouth in a nondiscriminatory manner in accordance with NSEP-TSP guidelines; and

e) redirect as much traffic as possible to the alternate access tandem (if available) for delivery to those CLECs utilizing a different location as a SWC;

f) begin aggregating traffic to a location near the damaged building. From this location, begin re-establishing trunk groups to the CLECs for the delivery of traffic normally found on the direct trunk groups. (This aggregation point may be the alternate access tandem location or another CO on a primary facility route.)

g) begin restoring service to CLECs and other customers.

5.2.4 Loss of a Facility Hub

In the event that BellSouth loses a facility hub, the recovery process is much the same as above. Once the NMC has observed the problem and administered the appropriate controls, the ECC will assume authority for the repairs. The recovery effort will include

a) placing specialists and emergency equipment on notice;

b) inventorying the damage to determine what equipment and/or functions are lost;

c) moving containerized emergency equipment to the stricken area, if necessary;

d) reconnecting service for Hospitals, Police and other emergency agency customers of CLECs and BellSouth in a nondiscriminatory manner in accordance with NSEP-TSP guidelines; and

e) restoring service to CLECs and other customers. If necessary, BellSouth will aggregate the traffic at another location and build temporary facilities. This alternative would be viable for a location that is destroyed and building repairs are required.

5.3 COMBINED OUTAGE (CLEC AND BELLSOUTH EQUIPMENT)

In some instances, a disaster may impact BellSouth's equipment as well as the CLECs'. This situation will be handled in much the same way as described in subsection 5.2.3 above. Since BellSouth and the CLECs will be utilizing temporary equipment, close coordination will be required.

6.0 T1 IDENTIFICATION PROCEDURES

During the restoration of service after a disaster, BellSouth may be forced to aggregate traffic for delivery to a CLEC. During this process, T1 traffic may be consolidated onto DS3s and may become unidentifiable to the Carrier. Because resources will be limited,

BellSouth may be forced to "package" this traffic entirely differently then normally received by the CLECs. Therefore, a method for identifying the T1 traffic on the DS3s and providing the information to the Carriers is required.

7.0 ACRONYMS.

CO   -   Central Office (BellSouth)

DS3   -   Facility that carries 28 T1s (672 circuits)

ECC   -   Emergency Control Center (BellSouth)

CLEC -   Competitive Local Exchange Carrier

NMC   -   Network Management Center

SWC   -   Serving Wire Center (BellSouth switch)

T1   -   Facility that carries 24 circuits

TABLE OF CONTENTS

Attachment 9
ANCILLARY SERVICES

ATTACHMENT 9
ANCILLARY SERVICES

Section 1. Basic 911/E911

1.1.   Basic 911 and E911 General Requirements.

1.1.1. BellSouth shall provide MCIm with access to 911 and E911.

1.1.2. Basic 911 and E911 provides a caller access to the appropriate emergency service bureau by dialing a 3-digit universal telephone number (911). Basic 911 and E911 access from Local Switching shall be provided to MCIm in accordance with the following:

1.1.3 E911 shall provide additional routing flexibility for 911 calls. E911 shall use subscriber data, contained in the Automatic Location Identification/Data Base Management System (ALI/DBMS) and the E911 tandem switch, to determine to which Public Safety Answering Point (PSAP) to route the call.

1.1.4 If BellSouth develops and makes available to its customers any other type of 911 service (e.g., advanced intelligent network 911) BellSouth shall make such service available to MCIm at rates that will be negotiated at the time the service is made available.

1.1.5 BellSouth shall provide to MCIm, where available, the emergency public agency (e.g. police, fire, rescue, poison, and bomb) telephone numbers linked to all NPA NXXs for the states in which they provide service. Such information shall be used solely for purposes of handling emergency calls.

1.1.6 BellSouth shall use its best efforts to provide to MCIm all changes, alterations, modifications, and updates to the emergency public agency (e.g., police, fire, rescue, poison, and bomb) telephone numbers linked to all NPA NXX's as soon as such changes occur. BellSouth shall provide such information at Parity.

1.1.7 Basic 911 and E911 functions provided to MCIm shall be at least at parity with the support and services that BellSouth provides to its subscribers for such similar functionality.

1.1.8 Descriptions, signaling, trunking and ordering interfaces for 911/E911 are set forth in this Agreement.

1.2. Basic 911 and E911 Access from Local Switching

1.2.1 Basic 911 and E911 access from Local Switching shall be provided to MCIm in accordance with the following:

1.2.1.1 The Parties shall comply with all applicable laws and regulations concerning emergency services.

1.2.1.2 For E911, BellSouth shall receive data from MCIm electronically. An ALI/DBMS discrepancy report listing errors detected by BellSouth will be faxed to MCIm promptly. MCIm will transmit daily update files for "batch" processing within twenty-four (24) hours of receipt of a fax transmission of errors.

1.2.2 In government jurisdictions where BellSouth has obligations under existing *a*greements as the primary provider of the 911 Service to the county, MCIm shall participate in the provision of the 911 Service as follows:

1.2.2.1 Each party shall be responsible for those network portions of the 911 Service for which it has control, including any necessary maintenance to each party's portion of the 911 Service.

1.2.2.2 Where BellSouth is the host Telco, BellSouth shall be responsible for maintaining the E-911 database including validating MCIm updates against the Master Street Address Guide ("MSAG") and posting valid updates to E911 database. Errors will be returned to MCIm for correction and transmission of valid updates.

1.2.2.3 MCIm may verify the accuracy of information regarding MCIm Customers in the ALI/DBMS database using methods and procedures mutually agreed to by the Parties.

1.2.3 If a third party is the primary service provider to a government agency, MCIm shall negotiate separately with such third party with regard to the provision of 911 service to the agency. All relations between such third party and MCIm are totally separate from this Agreement and BellSouth makes no representations on behalf of the third party.

1.2.4 If MCIm or its Affiliate is the primary service provider to a government agency, MCIm and BellSouth shall negotiate the specific provisions necessary for providing 911 service to the agency and shall include such provisions in an amendment to this Agreement.

1.2.5 BellSouth shall comply with established, competitively neutral intervals for installation of facilities, including any collocation facilities, diversity requirements, etc.

> 1.2.5.1 BellSouth shall update the ALI/DBMS Database with MCIm data in an interval no less than is experienced by BellSouth subscribers, or than for other carriers, whichever is faster, at no additional cost.

1.2.6 BellSouth shall provide to MCIm, at the rates set forth in Attachment 1 of this Agreement, the necessary Network Elements and services in order for MCIm to provide E911/911 services to governmental agencies in accordance with the requirements of this Agreement.

1.3 Basic 911 and E911 Database Requirements

1.3.1 The telephone number ("TN") data is managed in ALI/DBMS by BellSouth, but the responsibility for providing the data resides with each Local Service Provider.

1.3.2 Copies of the MSAG shall be provided within ten (10) business days from the time requested and provided on CD-ROM or such other medium as the Parties may agree.

1.3.3 MCIm shall be solely responsible for providing MCIm database records to BellSouth for inclusion in BellSouth's ALI/DBMS database on a timely basis.

1.3.4 BellSouth and MCIm shall arrange for the automated input and periodic updating of the E911 database information related to MCIm End Users as stated in the BellSouth E911 Local Exchange Carrier Guide for

Facility Based Providers. BellSouth shall work cooperatively with MCIm to ensure the accuracy of the data transfer by verifying it against MSAG.

1.3.5 MCIm shall assign an E911 database coordinator charged with the responsibility of forwarding MCIm end user ALI/DBMS record information to BellSouth or via a third-party entity, charged with the responsibility of ALI/DBMS record transfer. MCIm assumes all responsibility for the accuracy of the data that MCIm provides to BellSouth.

1.3.6 <u>Automatic Location Identification/Data Base Management System (ALI/DBMS).</u> The ALI/DBMS Database contains subscriber information (including name, address, telephone information, and sometimes special information from the local service provider or subscriber) used to determine to which Public Safety Answering Point (PSAP) to route the call. The ALI/DBMS database is used to provide more routing flexibility for E911 calls than Basic 911. This subsection 1.3.6 supplements the requirements for SCPs/Databases set forth in the technical references in Attachment 3, Appendix 1 of this Agreement. BellSouth shall provide the Emergency Services Database in accordance with the following:

1.3.6.1 Technical Requirements

1.3.6.1.1 BellSouth shall provide error reports from the ALI/DBMS database to MCIm after MCIm inputs information into the ALI/DBMS database. Where BellSouth provides local switching or resold services to MCIm, MCIm may utilize BellSouth to enter through the service order process subscriber information into the database on a demand basis, and validate subscriber information on a demand basis. With either ALI/DBMS update method, BellSouth shall provide the ability for MCIm to update ALI/DBMS database with End User information for lines that have been ported via INP or LNP.

1.3.6.1.2 The ALI/DBMS database shall contain the following subscriber information:

1.3.6.1.2.1 Name;

1.3.6.1.2.2 Address;

1.3.6.1.2.3 Telephone number; and

1.3.6.1.2.4 Other information as BellSouth deems appropriate

1.3.6.1.3 When BellSouth is responsible for administering the ALI/DBMS database in its entirety, ported number NXXs entries for the ported numbers should be maintained unless MCIm requests otherwise and shall be updated if MCIm requests.

1.3.6.1.4 When Remote Call Forwarding (RCF) is used to provide number portability to the local subscriber and a remark or other appropriate field information is available in the database, the shadow or "forwarded-to" number and an indication that the number is ported shall be added to the ALI/DBMS database by the Party that enters subscriber information into the database for that subscriber.

1.3.6.1.5 MCIm's End User records will be updated in the ALI/DBMS via the ALI/DBMS electronic interface. The ALI/DBMS and selective router databases will be subsequently updated via the ALI/DBMS once MCIm's End User records are updated in the ALI/DBMS. The ALI/DBMS will send completion information back to the electronic interface for retrieval by MCIm.

1.3.6.2 Interface Requirements

1.3.6.2.1 The interface between the E911 Switch or Tandem and the ALI/DBMS database for MCIm subscribers shall meet industry standards.

1.3.6.2.2 911 Trunking Arrangements

1.3.6.2.2.1 The Parties agree to provide access to 911/E911 in a manner that is transparent to the Customer. The Parties will work together to facilitate the prompt, reliable and efficient Interconnection of MCIm's systems to BellSouth's 911/E911 platforms, with a level of performance that will provide at least the same grade of service as that which BellSouth provides to itself, its Customers, subsidiaries, Affiliates or any other third parties.

1.3.6.2.2.2 MCIm shall order, and BellSouth shall provision, a minimum of two dedicated one-way trunks with either MF or SS7 signaling, as available, at the DS-0 level (at a

minimum), from MCIm's Central Office to each BellSouth 911/E911 selective router (e.g., 911 Tandem Office) that serves the areas in which MCIm provides Exchange Service, for the provision of 911/E911 services and for access to all subtending PSAPs ("911 Interconnection Trunk Groups").

1.3.6.2.2.3 All 911 trunks must be capable of transmitting and receiving Baudot code necessary to support the use of Telecommunications Devices for the Deaf (TTY/TDDs).

1.3.6.2.2.4 At MCIm's request, BellSouth shall receive MCIm CAMA-ANI (Centralized Automatic Message Accounting - Automatic Number identification) traffic destined to the 911 PSAPs, or E911 tandems, on trunks from an MCIm end-office.

1.3.6.2.2.5 If and when SS7 signaling on 911 trunks is being provided by BellSouth, at MCIm's request, BellSouth shall receive MCIm SS7 traffic destined to any BellSouth 911 tandem on trunks from an MCIm end-office.

1.3.6.2.2.6 Diversity between BellSouth's 911 tandem and the PSAP will be maintained or upgraded and provided to MCIm to utilize the highest level of diversity available in the network equal to that which BellSouth provides to itself, its Customers, subsidiaries, Affiliates or any other third parties.

1.3.6.2.2.7 Where there is an alternate means of transmitting a 911/E911 call to a PSAP in the event of failures, BellSouth shall make that alternate means available to MCIm.

1.3.6.2.2.8 BellSouth shall route E911 calls received from MCIm's switching office to the appropriate PSAP, and forward the subscriber's ANI to the PSAP.

1.3.6.2.2.9 BellSouth shall provide for overflow of MCIm's 911 traffic at Parity and as directed by the PSAP.

1.3.6.2.2.10 BellSouth shall provide E911 Tandem boundary documentation to MCIm. Documentation shows the boundary around the outside of the set of exchange areas served by that E911 Tandem. The documentation provides MCIm the information necessary to set up its

network to route E911 callers to the correct E911 Tandem. BellSouth shall provide MCIm updates to the documentation as this information changes.

1.3.6.2.2.11 Equipment and circuits used for 911 shall be monitored for MCIm in the same manner as BellSouth provides for itself.

1.3.6.2.2.12 BellSouth shall provide restoration and repair of E911/911 trunks or network outages on the same terms/conditions it provides itself.

1.3.6.2.2.13 Nothing in this Agreement shall prohibit MCIm from arranging with the PSAP to have direct trunking between its network and the PSAP.

1.3.7 If BellSouth establishes multiple ALI/DBMS databases that cover different geographic areas, BellSouth shall identify which states, counties or parts thereof are covered by which ALI/DBMS databases, and identify and communicate a point of contact for each.

1.3.8 MCIm shall provide information on new subscribers to BellSouth within one (1) business day of the order completion. BellSouth shall update the database within two (2) business days of receiving the data from MCIm. If BellSouth detects an error in the MCIm provided data, the data shall be returned to MCIm within two (2) business days from when it was provided to BellSouth. MCIm shall respond to requests from BellSouth to make corrections to database record errors by uploading corrected records within two (2) business days.

1.3.9 BellSouth agrees to treat all data on MCIm subscribers provided under this Agreement as strictly confidential and to use data on MCIm subscribers only for the purpose of providing E911 services.

1.3.10 BellSouth shall adopt use of a NENA ID (NENA standard five-character field) on all ALI records received from MCIm at such time as a NENA customer identification is implemented. The NENA ID will be used to identify the carrier of record in INP/LNP configurations.

1.3.11 BellSouth shall provide MCIm with the following information:

1.3.11.1 When requested by MCIm, the identification of the correct 911 tandem to which MCIm's 911 calls should be routed, based on

MCIm's NPA-NXX and MCIm's identification of the BellSouth NPA-NXX to which it corresponds.

1.3.11.2 Technical specifications for network interface (provided via BellSouth's web site) and technical specifications for database loading and maintenance (provided via the E911 Local Exchange Carrier Guide for Facility Based Carriers).

1.3.12 Where BellSouth is the host Telco, BellSouth shall provide MCIm with notification when MCIm's ALI records have been received. BellSouth shall ensure that the ALI records are delivered to the appropriate ALI/DBMS and selective router databases and are correctly entered.

1.3.13 Where BellSouth is the host telco, each ALI/DBMS discrepancy report shall be researched by MCIm, and BellSouth shall assist MCIm if necessary. The responsible Party shall take immediate corrective action.

1.3.14 Where BellSouth is responsible for maintenance of the ALI/DBMS database, BellSouth shall provide database maintenance at no charge to MCIm.

1.3.15 All MCIm lines that have been ported via INP shall reach the correct PSAP when 911 is dialed, provided MCIm has appropriate trunking in place. BellSouth shall send both the ported number and the MCIm number (if both are received from MCIm) to the PSAP.

1.3.15.1 BellSouth shall cooperate with MCIm to ensure that 911/E911 service is fully available to all MCIm End Users whose telephone numbers have been ported from BellSouth.

1.3.16 BellSouth shall notify MCIm forty-eight (48) hours in advance of any scheduled testing or maintenance affecting MCIm 911 service, and provide notification as soon as possible of any unscheduled outage affecting MCIm 911 service.

1.3.17 BellSouth, where available, shall cooperate with MCIm and the appropriate government agency to provide MCIm with the ten-digit POTS number of each PSAP that sub-tends each BellSouth 911 tandem to which MCIm is interconnected.

1.3.18 MCIm shall be responsible for reporting all errors, defects and malfunctions to BellSouth. BellSouth shall use its best efforts to provide

MCIm with the point of contact for reporting errors, defects, and malfunctions in the service and shall also provide escalation contacts within thirty (30) days of the Effective Date.

1.3.19   MCIm may enter into subcontracts with third parties, including MCIm Affiliates, for the performance of any of MCIm's duties and obligations stated herein.

1.3.20   Within ninety (90) days of a BellSouth decision to implement SS7 signaling, BellSouth shall notify MCIm of such decision.

1.3.21   BellSouth shall provide notification to MCIm of any pending tandem / selective router moves, NPA splits, or scheduled maintenance outages, with enough time to react.

1.3.22   BellSouth shall notify MCIm within thirty (30) days of BellSouth's decision to implement "reverse ALI" inquiries by public safety entities.

1.3.23   BellSouth shall continue its existing process for the management of NPA splits by populating the ALI/DBMS database with the appropriate new NPA codes.

1.3.24   MCIm may, at its discretion, further request additional and/or modified reporting as business needs demand.

Section 2. Operator Call Processing

2.1 General

2.1.1   BellSouth shall provide for the routing of local calls via Operator Call Processing (including but not limited to 0+, 0-) dialed by MCIm subscribers directly to either the MCIm operator service platform or BellSouth operator service platform as specified by MCIm. BellSouth shall provide MCIm with selective routing via Line Class Codes, where technically feasible. Further, MCIm and BellSouth shall continue to work with the appropriate industry groups to develop a long-term solution for selective routing. At such time as BellSouth implements a long-term solution, it shall be made available to MCIm at non-discriminatory rates, terms and conditions.

2.1.2   MCIm subscribers shall be provided, subject to subsection 2.1.1, above, the capability by BellSouth to dial the same telephone numbers to access MCIm operator services that BellSouth subscribers dial to access BellSouth Operator Call Processing.   Trunking and signaling

requirements for Operator Call Processing trunks and trunk groups are set forth in this Agreement.

2.2 Operator Services

2.2.1   BellSouth shall provide, subject to subsection 2.1.1, above, Operator Call Processing as described below until, at MCIm's discretion, BellSouth routes calls to the MCIm Local Operator Services platform.

2.2.1.1 BellSouth agrees to provide MCIm subscribers the same Operator Call Processing available to BellSouth subscribers. BellSouth shall make available its service enhancements on a non-discriminatory basis.

2.2.2   BellSouth shall provide the following minimum Operator Call Processing capabilities to MCIm subscribers:

2.2.2.1 BellSouth shall complete 0+ and 0- dialed local calls.

2.2.2.2 BellSouth shall complete 0+ intraLATA toll calls.

2.2.2.3 BellSouth shall complete calls that are billed to a calling card. In the event that BellSouth accepts any Special Calling Cards or credit cards for completing calls, BellSouth shall notify MCIm and identify which cards are accepted.

2.2.2.4 BellSouth shall complete person-to-person calls.

2.2.2.5 BellSouth shall complete collect calls.

2.2.2.6 BellSouth shall provide the capability for callers to bill to a third party and shall complete such calls.

2.2.2.7 BellSouth shall complete station-to-station calls.

2.2.2.8 BellSouth shall process emergency calls when the caller dials 0- in error.

2.2.2.9 BellSouth shall process BLV/BLVI requests.

2.2.2.10 BellSouth shall process emergency call trace, subject to mutual agreement of MCIm and BellSouth on applicable processes.

2.2.2.11   BellSouth shall process operator-assisted Directory Assistance calls.

2.2.2.12 BellSouth shall route 0- traffic directly to an automated menu that will allow the caller to reach a "live" operator by either pressing a key or staying on the line.

2.2.2.13 BellSouth caller assistance for the disabled to MCIm in the same manner as provided to disabled BellSouth subscribers.

2.2.2.14 If and when available, BellSouth shall provide operator-assisted conference calling.

2.2.2.15 When requested by MCIm, BellSouth shall provide instant credit on operator services calls as provided to BellSouth subscribers.

2.2.2.16 Operator Call Processing shall adhere to equal access requirements when providing operator transfer services.

2.2.2.17   BellSouth shall provide MCIm with Operator Call Processing at Parity. Service quality must, at a minimum, comply with all federal, state and local requirements. BellSouth shall provide service measurements and accounting reports as mutually agreed by MCIm and BellSouth.

2.2.2.18 BellSouth shall direct MCIm subscriber account inquiries and other similar inquiries to the subscriber service center designated by MCIm.

2.2.2.19 BellSouth shall provide an electronic feed of subscriber call records in "EMI" format to MCIm in accordance with this Agreement.

2.2.2.20 Service levels shall comply, at a minimum, with State Regulatory Commission requirements for number of rings to answer, average work time, and disaster recovery options.

2.2.2.21 Upon a subscriber request for either a rate quote or time and charges, BellSouth shall, through a neutral response, inquire of the subscriber from which carrier the rate or time and charges is requested. BellSouth shall charge MCIm for the operator time for the inquiry at the rates set forth in Attachment 1 of this Agreement. If the carrier named by the subscriber uses BellSouth's Operator Transfer Service ("OTS"), then BellSouth shall connect the call to that carrier. If the carrier named by the subscriber does not use BellSouth's OTS, then BellSouth shall advise the subscriber to call the carrier directly.

2.2.3 BellSouth shall notify MCIm at least forty-five (45) days in advance of any changes or enhancements to its Operator Services, and one hundred and eighty (180) days in advance of conversion to SS7 signaling for Operator Services, and shall make available such service enhancements on a nondiscriminatory basis immediately upon activation.

2.2.4   Branding

Branding for Operator Call Processing and Directory Assistance

2.2.4.1 The BellSouth Operator Systems Branding Feature provides a definable announcement to MCIm End Users using Directory Assistance (DA)/Operator Call Processing (OCP) prior to placing such End Users in queue or connecting them to an available operator or automated operator system. This feature allows MCIm to have its calls custom-branded with MCIm's name on whose behalf BellSouth is providing Directory Assistance and/or Operator Call Processing. Rates for Custom Branding, Operator Call Process and Directory Assistance are set forth in Attachment 1 of this Agreement.

2.2.4.2 BellSouth offers three (3) service levels of branding to MCIm when ordering BellSouth's Directory Assistance and/or Operator Call Processing.

2.2.4.2.1 Service Level 1 - BellSouth Branding

2.2.4.2.2 Service Level 2 – Unbranding

2.2.4.2.3.Service Level 3 - Custom Branding

2.2.4.3 Where MCIm resells BellSouth's services or purchases unbundled local switching from BellSouth (either alone or as part of the Unbundled Network Element Platform (UNE-P), BellSouth will provide Self Branding to MCIm upon request, whereby, through Selective Carrier Routing, BellSouth will route MCIm's End User calls to a directory assistance provider and/or operator services provider other than BellSouth. BellSouth offers Self Branding as described in this Attachment.

2.2.4.4 For Resellers and Use with an Unbundled Switch Port

2.2.4.4.1 BellSouth Branding is the Default Service Level.

2.2.4.4.2 Except as otherwise set forth herein, Unbranding, Custom Branding, and Self Branding require MCIm to order Selective Carrier Routing for each originating BellSouth end office identified by MCIm. Rates for Selective Carrier Routing are set forth in Attachment 1 of this Agreement.

2.2.4.4.3 Custom Branding and Self Branding require MCIm to order dedicated trunking from each BellSouth end office identified by MCIm, either to the BellSouth Traffic Operator Position System (TOPS) for Custom Branding or to the MCIm Operator Service Provider for Self Branding. Rates for trunks are set forth in Attachment 1 of this Agreement.

2.2.4.4.4 Unbranding - Unbranded Directory Assistance and/or Operator Call Processing calls traverse common trunk groups provisioned by BellSouth from those end offices identified by MCIm to the BellSouth TOPS. Such trunk groups are common to CLECs choosing Unbranded Directory Assistance and/or Operator Call Processing. These calls are routed to "No Announcement."

2.2.4.4.5 OLNS.   In addition to the branding methods described above for resale and UNE-P, Unbranding and Custom Branding are also available for Directory Assistance and Operator Call Processing via Originating Line Number Screening (OLNS) functionality after June 30, 2001. When utilizing this method of Unbranding or Custom Branding, MCIm shall not be required to purchase dedicated trunking.

2.2.4.4.6 For BellSouth to provide Unbranding or Custom Branding via OLNS functionality for Operator Call Processing and Directory Assistance, BellSouth must load MCIm's Operating Carrier Numbers (OCN(s)) and telephone numbers associated with such OCN(s) in BellSouth's Line Information Database ("LIDB"); provided, however, that if MCIm desires to offer Alternate Billed Services (collect, third number billed and calling card calls) to its End Users, MCIm must provide BellSouth with appropriate LIDB updates pursuant to Attachment 3 of this Agreement. To implement Unbranding and Custom Branding via OLNS software, MCIm must submit a manual order form which requires, among other things, MCIm's OCN and a forecast of the expected directory assistance call volume at busy hour or of the maximum number of simultaneous call paths to the digital announcement anticipated for each BellSouth TOPS. MCIm shall provide updates to such forecast on a quarterly basis and at any time such forecasted traffic volumes are expected to change significantly. BellSouth and MCIm shall work cooperatively to develop forecasting methods and procedures for OLNS. Upon MCIm's purchase of Unbranding or Custom Branding using OLNS software for any particular TOPS, all MCIm End Users served by that TOPS will receive the Unbranded "no announcement" or the Custom Branded announcement. Orders for Unbranding or Custom Branding via OLNS software shall be completed in approximately sixty (60) days from BellSouth's receipt of MCIm's complete, error-free order. MCIm may request that BellSouth complete an order in less than sixty (60) days, and BellSouth shall use commercially reasonable efforts to do so.

2.2.4.4.7   Rates for Unbranding and Custom Branding via OLNS software for Directory Assistance and for Operator Call Processing are as set forth in Attachment 1 of this Agreement. Notwithstanding anything to the contrary in this Agreement, to the extent BellSouth is unable to bill MCIm applicable charges currently, BellSouth shall track such charges and will bill the same retroactively at such time as a billing process is implemented. In addition to the charges for Unbranding and Custom Branding via OLNS software, MCIm shall continue to pay BellSouth applicable labor and other charges for the use of BellSouth's Directory Assistance and Operator Call Processing platforms as set

forth in Attachment 1 of this Agreement. Further, where MCIm is purchasing unbundled local switching from BellSouth, UNE usage charges for end office switching, tandem switching and transport, as applicable, shall continue to apply.

2.2.4.4.8   For Facilities Based Carriers

2.2.4.4.9   All Service Levels require MCIm to order dedicated trunking from its end office(s) point of interface to the BellSouth TOPS. Rates for trunks are set forth in Attachment 1 of this Agreement.

2.2.4.4.10   Customized Branding includes charges for the recording of the branding announcement and the loading of the audio units in each TOPS, Interactive Voice Subsystem (IVS) and Network Applications Vehicle (NAV) equipment for which MCIm requires service.

2.2.4.5 Directory Assistance customized branding requires:

2.2.4.5.1 The recording of the name;

2.2.4.5.2 The front-end loading of the Digital Recorded Announcement Machine (DRAM) in each TOPS.

2.2.4.6 Operator Call Processing customized branding requires:

2.2.4.6.1 The recording of the name;

2.2.4.6.2 The front-end loading of the DRAM in the TOPS;

2.2.4.6.3 The back-end loading in the audio units in the Automated Alternate Billing System (AABS) in the Interactive Voice Subsystem (IVS);

2.2.4.7 The 0- automation loading for the audio units in the Enhanced Billing and Access Service (EBAS) in the Network Applications Vehicle (NAV).

2.2.4.8 BellSouth shall direct Customer account and other similar inquiries to the subscriber service center designated by MCIm.

2.2.4.9 BellSouth shall provide an electronic feed of Customer call records in EMI format to MCIm for billing purposes as required by MCIm.

2.3 Emergency Calls to Operator

2.3.1   BellSouth will accept and process emergency calls to BellSouth operators. BellSouth shall not charge to accept and process emergency calls for MCIm resale customers, however, BellSouth shall charge the appropriate operator work time charge set forth in Attachment 1 for MCIm facility-based Customers.

2.3.1.1 The BellSouth operator will ask the caller where he or she lives and transfer the caller to the appropriate emergency agency (e.g., fire, police, poison control) for the caller's area.

2.3.1.2 If the BellSouth operator is unable to determine the caller's community, BellSouth will handle such calls as it does for its own End Users.

2.3.1.3 If the assistance of another carrier's operator is required, BellSouth will attempt to reach the appropriate operator via inward operator assistance, if such facilities exist, or by any other means, if such facilities do not exist, that BellSouth uses to serve its customers.

2.4 Billed Number Screening

2.4.1 BellSouth shall perform Billed Number Screening, at the rates set forth in Attachment 1 when handling Collect, Third Party and Calling Card Calls, both for station-to-station and person-to-person call types.

2.4.2   Unless directed otherwise by MCIm, in the event that End User subscribers change their local service provider, BellSouth shall maintain subscriber data (for line numbers, card numbers, and for any other types of data maintained in LIDB) so that such subscribers shall not experience any interruption of service due to the lack of such maintenance of subscriber data. In the event that End User subscribers change their local service provider, BellSouth shall use its best efforts to avoid service interruption in those situations where BellSouth has control over additions and deletions in the database as LIDB provider.

2.4.3 BellSouth shall exercise at least the same level of fraud control in providing Operator Call Processing to MCIm as that which BellSouth provides for its own Operator Call Processing.

2.5   Busy Line Verification/Busy Line Verification Interruption (BLV/BLVI)

2.5.1 When BellSouth provides switching, BellSouth shall provide BLV/BLVI, at Parity, when MCIm purchases BellSouth Operator Call Processing.

2.5.2 When MCIm provides switching, BellSouth shall provide BLV/BLVI when MCIm purchases verification trunks to each MCIm end office for which MCIm requests BellSouth to provide BLV/BLVI and for which MCIm purchases BellSouth Operator Call Processing.

2.6 Inward Operator Services

2.6.1 If MCIm does not use BellSouth's operator services for Operator Call Processing, MCIm may order Inward Operator Services from BellSouth.

2.6.2 Inward Operator Services allows the MCIm operator to route inward to a BellSouth operator when a MCIm End User has requested the busy line verification and/or interruption of a BellSouth End User's line (and/or end user lines for which Operator Call Processing is performed on behalf of other LECs by BellSouth). At the request of the MCIm operator, the BellSouth operator shall check for conversation. If the BellSouth operator hears "scrambled" conversation, the BellSouth operator shall perform an interruption if requested. The BellSouth operator shall report the results to the MCIm operator who shall report to the MCIm End User.

2.6.3 MCIm, at its option, may order, and BellSouth shall provision, trunks from its own operator services platform directly to BellSouth's operator service center. BellSouth shall work cooperatively with MCIm to establish alternative methods of routing inward operator services calls. If BellSouth establishes network routable access codes in the LERG for reaching BellSouth's operator center, BellSouth shall make such codes available to MCIm via the Local Interconnection Trunk Groups.

2.6.4 Charges for services provided pursuant to Section 2 shall be set forth in Attachment 1 of this Agreement.

2.7 Operator Assisted Calls to Directory Assistance ("OADA")

2.7.1 OADA refers to the situation in which a calling party dials "0" and asks the operator for Directory Assistance and is automatically transferred to a Directory Assistance operator. BellSouth will offer OADA to MCIm calling parties on a nondiscriminatory basis.

2.8 Operator Services Trunking Arrangements

2.8.1 BellSouth shall route resale and UNE-P Operator Services traffic to MCIm's designated platform using selective routing.

Section 3. Directory Assistance ("DA")

3.1 General

3.1.1 When BellSouth provides local switching or resale services to MCIm, BellSouth shall provide for the routing of directory assistance calls (including but not limited to 411, 555-1212, FNPA-555-1212) dialed by MCIm subscribers directly to either the MCIm DA service platform or BellSouth DA service platform as specified by MCIm. MCIm End Users may use the same dialing arrangements as BellSouth End Users, but obtain an unbranded or MCIm-branded service as requested by MCIm. BellSouth shall provide MCIm with selective routing via Line Class Codes or AIN, at MCIm's option, where technically feasible. Further, MCIm and BellSouth shall continue to work with the appropriate industry groups to develop a long term solution for selective routing. At such time as BellSouth implements a long-term solution, it shall be made available to MCIm at nondiscriminatory rates, terms, and conditions.

3.1.2 MCIm subscribers shall be provided, subject to subsection 3.2.1.2 below, the capability by BellSouth to dial the same telephone numbers for access to MCIm Directory Assistance that BellSouth subscribers dial to access BellSouth Directory Assistance.

3.2 Directory Assistance

3.2.1 BellSouth shall provide, subject to subsection 3.1.1 above, Directory Assistance functions and services to MCIm for its subscribers as described below until at, MCIm's discretion, BellSouth routes calls to the MCIm Directory Assistance Services platform.

3.2.1.1   At MCIm's option, BellSouth shall route all MCIm 411, 1411, 555-1212 traffic to MCIm's Directory Assistance Services platform using selective routing.

3.2.1.2   BellSouth agrees to provide MCIm customers with the same Directory Assistance service available to BellSouth subscribers.

3.2.2 BellSouth shall provide the following minimum Directory Assistance capabilities to MCIm's subscribers:

3.2.2.1 A minimum of two (2) subscriber listings and/or addresses or BellSouth parity per MCIm subscriber request.

3.2.2.2   Name and address to MCIm subscribers upon request, except for unlisted numbers, in the same states where such information is provided to BellSouth subscribers.

3.2.2.3 Upon request, call completion to the requested number for local and intraLATA toll calls shall be sent, subject to subsection 3.1.1, above, to the network specified by MCIm. Rating and billing shall be done by MCIm.

3.2.2.4 Populate the Directory Assistance database in the same manner and in the same time frame as for BellSouth subscribers.

3.2.2.5   Any information provided by a Directory Assistance Automatic Response Unit (ARU) shall be repeated the same number of times for MCIm subscribers as for BellSouth's subscribers.

3.2.2.6 When requested by MCIm, BellSouth shall provide instant credit on directory assistance calls as provided to BellSouth subscribers.

3.2.2.7   BellSouth shall provide Directory Assistance to MCIm subscribers in accordance with BellSouth's internal operating procedures and standards, which shall, at a minimum, comply with accepted professional and industry standards.

3.2.3   BellSouth shall notify MCIm in advance of any changes or enhancements to its DA service, and shall make available such service enhancements on a non-discriminatory basis to MCIm.

3.2.4 BellSouth shall provide MCIm with the same level of support for the provisioning of Directory Assistance as BellSouth provides itself. Directory Assistance service quality must be at Parity, and must comply with specifications that are required by law, regulatory agency, or by BellSouth's own internal procedures, whichever are the most rigorous.

3.2.4.1 Service levels shall comply, at a minimum, with State Regulatory Commission requirements for number of rings to answer, average work time, and disaster recovery options.

3.3 Directory Assistance Data

3.3.1 Consistent with applicable laws and regulations, BellSouth shall provide to MCIm via its Directory Assistance Database Service (DADS), the subscriber records used by BellSouth to create and maintain its Directory Assistance Data Base, in a non-discriminatory manner. The records shall include all records in BellSouth's Directory Assistance Database, including those of its own customers, independent telephone companies' customers, and customers of CLECs. MCIm may combine these records with any other Network Element for the provision of any Telecommunications Service. Neither Party shall use the records for any purpose, which violates federal or State laws, statutes, or regulatory orders.

3.3.2 Directory Assistance Data shall be provided on the same terms and conditions that BellSouth provides to itself or other third parties, and at the same rates that BellSouth provides to other third parties.

3.3.2.1   Unless otherwise directed by MCIm, BellSouth shall provide MCIm subscriber records along with BellSouth subscriber records to third party carriers that request directory assistance records from BellSouth. If MCIm does direct otherwise, BellSouth shall remove MCIm's subscriber records from BellSouth's Directory Assistance database.

3.3.3 BellSouth shall provide MCIm, to the extent authorized, a complete list of ILECs, CLECs, and independent Telcos that provided data contained in the database.

3.3.4 BellSouth will provide daily updates that will reflect all listing change activity occurring since MCIm's most recent update. BellSouth shall provide updates to MCIm on a Business, Residence, or combined Business and Residence basis.

3.3.5 BellSouth shall provide complete refresh of the Directory Assistance Data upon mutual agreement of BellSouth and MCIm and subject to applicable charges pursuant to Attachment 1 of this Agreement.

3.3.6 Provided that MCIm maintains, at its own expense, equipment and systems necessary at MCIm's end for the Parties to exchange directory assistance data in the Intermediate Record Format (IRF), negotiated and agreed upon by the Parties, as such format may be amended by further mutual agreement, all directory assistance data shall be provided in IRF. MCIm is not responsible for providing any equipment or systems on BellSouth's end in order for the Parties to exchange records using IRF.

> 3.3.6.1 Subject to amendments to the IRF that may be agreed to by the Parties, records exchanged using IRF shall include all identifiers and indicators currently used for processing Subscriber Listing Information ("SLI").

3.3.7 MCIm and BellSouth, upon mutual agreement, will designate a Technically Feasible point at which the data will be provided.

3.4 Directory Assistance Data Information Exchanges and Interfaces.

3.4.1 BellSouth shall provide to MCIm the following:

3.4.1.1 List of NPA-NXXs relating to the listing records being provided.

3.4.1.2 List of directory section names and their associated NPA-NXXs.

3.4.1.3 List of community names expected to be associated with each of the NPA-NXXs for which listing records are provided.

3.4.1.4 List of independent company names and their associated NPA-NXXs for which their listing data is included in BellSouth's listing data.

3.4.1.5   Identification of any area wide or universal service numbers which may be listed.

3.4.1.6   Identification of the telephone number to be provided to callers outside the servicing area.

3.4.1.7   Identification of any listing condition(s) unique to BellSouth's serving area which may require special handling in data processing in the directory. Indented listings (Captions) must be identified and delivered and handled as specified.

3.4.2 BellSouth and MCIm shall exchange records using Network Data Mover (NDM), or another electronic transmission method on which the Parties may agree. BellSouth shall identify tracking information requirements (for example, use of header and trailer records for tracking date and time, cycle numbers, sending and receiving site codes, volume count for the given dataset).

3.4.2.1 BellSouth shall identify dates MCIm should not expect to receive daily update activity.

3.5 Directory Assistance Trunking Arrangements

3.5.1 At its option, MCIm may order, and BellSouth shall provision, separate trunk groups connecting MCIm's switch to BellSouth's directory assistance center; or at MCIm's option route Directory Assistance traffic over the Local Interconnection Trunk Group using NPA 555-1212.

Section 4. Directory Listings ("DL")

4.1 Release of MCIm Directory Listings to Independent Publishers. Unless otherwise directed by MCIm, BellSouth shall provide MCIm Customer listings along with the Customer listings of its own Customers to third parties for inclusion in Directory Assistance databases. BellSouth shall not disclose nor allow any third party to disclose non-listed name or address information for any purpose other than what may be necessary to complete directory distribution.

4.1.1 MCIm agrees to provide to BellSouth, and BellSouth agrees to accept, MCIm Subscriber Listing Information (SLI) relating to MCIm customers in the geographic area(s) covered by this Interconnection Agreement. MCIm authorizes BellSouth to release all such MCIm SLI provided to BellSouth by MCIm to qualifying third parties pursuant to

BellSouth's General Subscriber Services Tariff, Section A38.2, as the same may be amended from time to time. Such MCIm SLI shall be intermingled with BellSouth's own customer listings and shall not be differentiated from the BellSouth listings or from the listings of any other CLEC that has authorized a similar release of Subscriber Listing Information. BellSouth will use good faith efforts to obtain state commission approval of necessary modifications to Section A38.2 of its tariff to provide for release of third party directory listings, including modifications regarding listings to be released pursuant to such tariff and BellSouth's liability thereunder. BellSouth's obligation pursuant to this Section shall not arise in any particular state until the Commission of such state has approved modifications to such tariff.

4.1.2 No compensation shall be paid to MCIm for BellSouth's receipt of MCIm SLI, or for the subsequent release to third parties of such SLI. MCIm agrees to reimburse BellSouth for any costs associated with the initial development of system changes required to make available the MCIm SLI in accordance with this Section. In addition, to the extent BellSouth incurs costs on an ongoing basis to administer the release of MCIm's SLI, MCIm shall pay to BellSouth its proportionate share of the reasonable costs associated therewith. Before BellSouth incurs any costs under this Section, it shall inform MCIm as of its good faith estimate of MCIm's share of such costs, and MCIm shall have the option of agreeing in writing to the costs, or of discontinuing BellSouth's release of MCIm's SLI.

4.1.3 BellSouth shall not be liable for the content or accuracy of any SLI provided by MCIm under this Agreement. MCIm shall indemnify, hold harmless and defend BellSouth from and against any damages, losses, liabilities, demands, claims, suits, judgments, costs and expenses (including but not limited to reasonable attorneys fees and expenses) arising from BellSouth's tariff obligations or otherwise and resulting from or arising out of any third party's claim of inaccurate MCIm listings or use of the SLI provided pursuant to this Agreement. BellSouth shall forward to MCIm any complaints received by BellSouth relating to the accuracy or quality of MCIm's listings. The date for the initial release of MCIm's listings and subsequent updates shall be negotiated by the Parties.

4.2 Directory Assistance and Listings Service Requests

4.2.1 These requirements pertain to BellSouth's DA and Listings Service Request process that enables MCIm to (a) submit MCIm subscriber

information for inclusion in BellSouth Directory Assistance and Directory Listings databases; (b) submit MCIm subscriber information for inclusion in published directories; and (c) provide MCIm subscriber delivery address information to enable BellSouth to fulfill directory distribution obligations.

4.2.2 BellSouth will provide to MCIm the following Directory Listing Migration Options, valid under all interconnection methods, including but not limited to, Resale, Unbundled Network Elements and Facilities-Based:

> 4.2.2.1 <u>Migrate with no Changes</u>: Retain and transfer all white and transfer all yellow page listings for the subscriber in both DA and DL. Transfer ownership and billing for listings to MCIm.

> 4.2.2.2 <u>Migrate with Changes</u>: Retain and transfer all white and transfer all yellow page listings for the subscriber in both DA and DL. Based on the information provided in the order, incorporate the specified additional listings to, or delete the specified listings from, the directory. Transfer ownership and billing, if appropriate, for the listings to MCIm.

4.2.3 BellSouth shall enable MCIm to electronically transmit multi-line listing orders.

4.2.4 BellSouth shall not charge for storage of MCIm subscriber information in the DA and DL systems.

4.2.5 MCIm shall not charge for storage of BellSouth subscriber information in the DA and DL systems.

Attachment 10

Performance Measurements

SERVICE PERFORMANCE MEASUREMENTS AND ENFORCEMENT MECHANISMS

Section 1.   Introduction

1.1 This Attachment includes service quality measurements applicable to this Agreement on an interim basis, pending the Tennessee Regulatory Authority's generic performance measures docket. Notwithstanding any other provision of this Attachment, BellSouth shall not be required to pay remedies on these interim measurements. After the effective date of any orders released by the Tennessee Regulatory Authority in that docket, BellSouth shall implement those orders, including any remedies, if applicable, and the Parties shall negotiate an amendment replacing this Attachment with an incorporation of those orders. BellSouth's implementation of the orders shall not be delayed by the negotiation of the amendment.

BellSouth Service Quality Measurement Plan (SQM)

Georgia Performance Metrics

Measurement Descriptions
Version 1.01

Issue Date: April 6, 2001

This version of the Georgia SQM reflects the Order in GA Docket 7892-U. Some of the measures, business rules, disaggregations and/or exclusions are under development and will be reflected in the monthly reports Pin the near future. The other Georgia SQM posted on this site will be removed at that time.

Introduction

The BellSouth Service Quality Measurement Plan (SQM) describes in detail the measurements produced to evaluate the quality of service delivered to BellSouth's customers both wholesale and retail. The SQM was developed to respond to the requirements of the Communications Act of 1996 Section 251 (96 Act) which required BellSouth to provide non-discriminatory access to Competitive Local Exchange Carriers (CLEC)[1] and its Retail Customers. The reports produced by the SQM provide regulators, CLECs and BellSouth the information necessary to monitor the delivery of non-discriminatory access.

This plan results from the many divergent forces evolving from the 96 Act. The 96 Act, the Georgia Public Service Commission (GPSC) Order (Docket 7892-U 12/30/97), LCUG 1-7.0, the FCC's NPRM (CC Docket 98-56 RM9101 04/17/98), the Louisiana Public Service Commission (LPSC) Order (Docket U-22252 Subdocket C 04/19/98), numerous arbitration cases, LPSC sponsored collaborative workshops (10/98-02/00), and proceedings in Alabama, Mississippi, and North Carolina have and continue to influence the SQM. **This version of the SQM reflects the Order of the Georgia Public Service Commission in Docket 7892-U dated January 12, 2001**.

The SQM and the reports flowing from it must change to reflect the dynamic requirements of the industry. New measurements are added as new products, systems, and processes are developed and fielded. New products and services are added as the markets for them develop and the processes stabilize. The measurements are also changed to reflect changes in systems, correct errors, and respond to both 3rd Party audit requirements and the Georgia PSC.

This document is intended for use by someone with knowledge of telecommunications industry, information technologies and a functional knowledge of the subject areas covered by the BellSouth Performance Measurements and the reports that flow from them.

Once it is approved, the most current copy of this document can be found on the web at URL: https://pmap.bellsouth.com in the Help folder.

Report Publication Dates

Each month, preliminary SQM reports will be posted to BellSouth's SQM web site (https://www.pmap.bellsouth.com) by 8:00 A.M. EST on the 21st day of each month or the first business day after the 21st. Final validated SQM reports will be posted by 8:00 A.M. on the last day of the month. Reports not posted by this time will be considered late for SEEM payment purposes. Preliminary SEEM reports will be posted on the same day as the SQM validated reports. Validated SEEM reports will posted on the 15th of the following month. Payments due will also be paid on the 15th of the following month. For instance: May data will be posted in preliminary SQM reports on June 21. Final validated SQM reports and preliminary SEEM reports will be posted on the last day of June. Final validated SEEM reports will be posted and payments mailed on July 15th.

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1. *Alternative Local Exchange Companies (ALEC) and Competing Local Providers (CLP) are referred to as Competitive Local Exchange Carriers (CLEC) in this document.*

Report Delivery Methods

CLEC SQM and SEEM reports will be considered delivered when posted to the web site. The Georgia Public Service Commission (GPSC) will be given access to the web site. In addition, a copy of the Monthly State Summary reports will be filed with the GPSC as soon as possible after the last day of each month.

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Contents

Section 4: Maintenance & Repair

Section 5: Billing

Section 6: Operator Services And Directory Assistance

Section 7: Database Update Information

Section 8: E911

Section 9: Trunk Group Performance

Section 10: Collocation

Section 11: Change Management

Section 12: Bona Fide / New Business Request Process

Appendix A: Reporting Scope   A-1

Appendix B: Glossary of Acronyms and Terms   B-1

Appendix C: BellSouth Audit Policy   C-1

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Section 1: Operations Support Systems (OSS)

OSS-1: Average Response Time and Response Interval (Pre-Ordering/ Ordering)

Definition

Average response time and response intervals are the average times and number of requests responded to within certain intervals for accessing legacy data associated with appointment scheduling, service & feature availability, address verification, request for Telephone numbers (TNs), and Customer Service Records (CSRs).

Exclusions

None

Business Rules

The average response time for retrieving pre-order/order information from a given legacy system is determined by summing the response times for all requests submitted to the legacy systems during the reporting period and dividing by the total number of legacy system requests for that month.

The response interval starts when the client application (LENS or TAG for CLECs and RNS or ROS for BellSouth) submits a request to the legacy system and ends when the appropriate response is returned to the client application. The number of accesses to the legacy systems during the reporting period which take less than 2.3 seconds, the number of accesses which take more than 6 seconds, and the number which are less than or equal to 6.3 seconds are also captured.

Calculation

Response Time = (a - b)

- a = Date & Time of Legacy Response
- b = Date & Time of Legacy Request

Average Response Time = c ÷ d

- c = Sum of Response Times
- d = Number of Legacy Requests During the Reporting Period

Report Structure

- Not CLEC Specific
- Not product/service specific
- Regional Level

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month • Legacy Contract (per reporting dimension) • Response Interval • Regional Scope	• Report Month • Legacy Contract (per reporting dimension) • Response Interval • Regional Scope

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• **RSAG – Address** (Regional Street Address Guide-Address) – stores street address information used to validate customer addresses. CLECs and BellSouth query this legacy system. • **RSAG – TN** (Regional Street Address Guide-Telephone number) – contains information about facilities available and telephone numbers working at a given address. CLECs and BellSouth query this legacy system. • **ATLAS** (Application for Telephone Number Load Administration and Selection) – acts as a warehouse for storing telephone numbers that are available for assignment by the system. It enables CLECs and BellSouth service reps to select and reserve telephone numbers. CLECs and BellSouth query this legacy system. • **COFFI** (Central Office Feature File Interface) – stores information about product and service offerings and availability. CLECs query this legacy system. • **DSAP** (DOE Support Application) – provides due date information. CLECs and BellSouth query this legacy system. • **HAL/CRIS** (Hands-Off Assignment Logic/Customer Record Information System) – a system used to access the Business Office Customer Record Information System (BOCRIS). It allows BellSouth servers, including LENS, access to legacy systems. CLECs query this legacy system. • **P/SIMS** (Product/Services Inventory Management system) – provides information on capacity, tariffs, inventory and service availability. CLECs query this legacy system. • **OASIS** (Obtain Available Services Information Systems) – Information on feature and rate availability. BellSouth queries this legacy system.	• Parity + 2 seconds

Table 1: Legacy System Access Times For RNS

System	Contract	Data	< 2.3 sec.	> 6 sec.	≤ 6.3 sec.	Avg. Sec.	# of Calls
RSAG	RSAG-TN	Address	x	x	x	x	x
RSAG	RSAG-ADDR	Address	x	x	x	x	x
ATLAS	ATLAS-TN	TN	x	x	x	x	x
DSAP	DSAP	Schedule	x	x	x	x	x
CRIS	CRSACCTS	CSR	x	x	x	x	x
OASIS	OASISCAR	Feature/Service	x	x	x	x	x
OASIS	OASISLPC	Feature/Service	x	x	x	x	x
OASIS	OASISMTN	Feature/Service	x	x	x	x	x
OASIS	OASISBIG	Feature/Service	x	x	x	x	x

Table 2: Legacy System Access Times For R0S

System	Contract	Data	< 2.3 sec.	> 6 sec.	≤6.3 sec.	Avg. sec.	# of Calls
RSAG	RSAG-TN	Address	x	x	x	x	x
RSAG	RSAG-ADDR	Address	x	x	x	x	x
ATLAS	ATLAS-TN	TN	x	x	x	x	x

Table 2: Legacy System Access Times For R0S

System	Contract	Data	< 2.3 sec.	> 6 sec.	≤6.3 sec.	Avg. sec.	# of Calls
DSAP	DSAP	Schedule	x	x	x	x	x
CRIS	CRSOCSR	CSR	x	x	x	x	x
OASIS	OASISBIG	Feature/Service	x	x	x	x	x

Table 3: Legacy System Access Times For LENS

System	Contract	Data	< 2.3 sec.	> 6 sec.	≤6.3 sec.	Avg. sec.	# of Calls
RSAG	RSAG-TN	Address	x	x	x	x	x
RSAG	RSAG-ADDR	Address	x	x	x	x	x
ATLAS	ATLAS-TN	TN	x	x	x	x	x
DSAP	DSAP	Schedule	x	x	x	x	x
HAL	HAL/CRIS	CSR	x	x	x	x	x
COFFI	COFFI/USOC	Feature/Service	x	x	x	x	x
P/SIMS	PSIMS/ORB	Feature/Service	x	x	x	x	x

Table 4: Legacy System Access Times For TAG

System	Contract	Data	< 2.3 sec.	> 6 sec.	≤6.3 sec.	Avg. sec.	# of Calls
RSAG	RSAG-TN	Address	x	x	x	x	x
RSAG	RSAG-ADDR	Address	x	x	x	x	x
ATLAS	ATLAS-TN	TN	x	x	x	x	x
ATLAS	ATLAS-MLH	TN	x	x	x	x	x
ATLAS	ATLAS-DID	TN	x	x	x	x	x
DSAP	DSAP	Schedule	x	x	x	x	x
CRIS	CRSECSRL	CSR	x	x	x	x	x
CRIS	CRSECSR	CSR	x	x	x	x	x

SEEM Measure

SEEM Measure		
Yes	Tier I	
	Tier II	X
	Tier III	

Note: CLEC specific data is not available in this measure. Queries of this sort do not have company specific signatures.

OSS-1: Average Response Time and Response Interval (Pre-Ordering/Ordering)

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• **RSAG – Address** (Regional Street Address Guide-Address) – stores street address information used to validate customer addresses. CLECs and BellSouth query this legacy system. • **RSAG – TN** (Regional Street Address Guide-Telephone number) – contains information about facilities available and telephone numbers working at a given address. CLECs and BellSouth query this legacy system. • **ATLAS** (Application for Telephone Number Load Administration and Selection) – acts as a warehouse for storing telephone numbers that are available for assignment by the system. It enables CLECs and BellSouth service reps to select and reserve telephone numbers. CLECs and BellSouth query this legacy system. • **COFFI** (Central Office Feature File Interface) – stores information about product and service offerings and availability. CLECs query this legacy system. • **DSAP** (DOE Support Application) – provides due date information. CLECs and BellSouth query this legacy system. • **HAL/CRIS** (Hands-Off Assignment Logic/Customer Record Information System) – a system used to access the Business Office Customer Record Information System (BOCRIS). It allows BellSouth servers, including LENS, access to legacy systems. CLECs query this legacy system. • **P/SIMS** (Product/Services Inventory Management system) – provides information on capacity, tariffs, inventory and service availability. CLECs query this legacy system. • **OASIS** (Obtain Available Services Information Systems) – Information on feature and rate availability. BellSouth queries this legacy system.	• Percent Response Received within 6.3 seconds: > 95% • Parity + 2 seconds

OSS-1: Average Response Time and Response Interval (Pre-Ordering/Ordering)

SEEM OSS Legacy Systems

System	BellSouth	CLEC
Telephone Number/Address		
RSAG-ADDR	RNS, ROS	TAG, LENS
RSAG-TN	RNS, ROS	TAG, LENS
ATLAS	RNS,ROS	TAG, LENS
Appointment Scheduling		
DSAP	RNS, ROS	TAG, LENS
CSR Data		
CRSACCTS	RNS	
CRSOCSR	ROS	
HAL/CRIS		LENS
CRSECSRL		TAG
CRSECSR		TAG
Service/Feature Availability		
OASISBIG	RNS, ROS	
PSIMS/ORB		LENS

OSS-1: Average Response Time and Response Interval (Pre-Ordering/Ordering)

OSS-2: Interface Availability (Pre-Ordering/Ordering)

Definition

Percent of time applications are functionally available as compared to scheduled availability. Calculations are based upon availability of applications and interfacing applications utilized by CLECs for pre-ordering and ordering. "Functional Availability" is defined as the number of hours in the reporting period that the applications/interfaces are available to users. "Scheduled Availability" is defined as the number of hours in the reporting period that the applications/interfaces are scheduled to be available.

Scheduled availability is posted on the Interconnection web site: (www.interconnection.bellsouth.com/oss/oss_hour.html)

Exclusions

- CLEC-impacting troubles caused by factors outside of BellSouth's purview, e.g., troubles in customer equipment, troubles in networks owned by telecommunications companies other than BellSouth, etc.
- Degraded service, e.g., slow response time, loss of non-critical functionality, etc.

Business Rules

This measurement captures the functional availability of applications/interfaces as a percentage of scheduled availability for the same systems. Only full outages are included in the calculations for this measure. Full outages are defined as occurrences of either of the following:

- Application/interfacing application is down or totally inoperative.
- Application is totally inoperative for customers attempting to access or use the application. This includes transport outages when they may be directly associated with a specific application.

Comparison to an internal benchmark provides a vehicle for determining whether or not CLECs and retail BST entities are given comparable opportunities for use of pre-ordering and ordering systems.

Calculation

Interface Availability (Pre-Ordering/Ordering) = (a ÷ b) X 100

- a = Functional Availability
- b = Scheduled Availability

Report Structure

- Not CLEC Specific
- Not product/service specific
- Regional Level

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month • Legacy Contract Type (per reporting dimension) • Regional Scope • Hours of Downtime	• Report Month • Legacy Contract Type (per reporting dimension) • Regional Scope • Hours of Downtime

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Regional Level	• ≥ 99.5%

OSS-2: Interface Availability (Pre-Ordering/Ordering)

OSS Interface Availability

Application	Applicable to	% Availability
EDI	CLEC	x
TAG	CLEC	x
LENS	CLEC	x
LEO	CLEC	x
LESOG	CLEC	x
LNP Gateway	CLEC	x
COG	CLEC	Under Development
SOG	CLEC	Under Development
DOM	CLEC	Under Development
DOE	CLEC/BST	x
SONGS	CLEC/BST	x
ATLAS/COFFI	CLEC/BST	x
BOCRIS	CLEC/BST	x
DSAP	CLEC/BST	x
RSAG	CLEC/BST	x
SOCS	CLEC/BST	x
CRIS	CLEC/BST	x

SEEM Measure

SEEM Measure		
Yes	Tier I	
	Tier II	X
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Regional Level	• ≥ 99.5%

SEEM OSS Interface Availability

Application	Applicable to	% Availability
EDI	CLEC	x
HAL	CLEC	x
LENS	CLEC	x
LEO Mainframe	CLEC	x
LESOG	CLEC	x
PSIMS	CLEC	x
TAG	CLEC	x

OSS-2: Interface Availability (Pre-Ordering/Ordering)

OSS-3: Interface Availability (Maintenance & Repair)

Definition

Percent of time applications are functionally available as compared to scheduled availability. Calculations are based upon availability of applications and interfacing applications utilized by CLECs for maintenance and repair. "Functional Availability" is defined as the number of hours in the reporting period that the applications/interfaces are available to users. "Scheduled Availability" is defined as the number of hours in the reporting period that the applications/interfaces are scheduled to be available.

Scheduled availability is posted on the Interconnection web site: (www.interconnection.bellsouth.com/oss/oss_hour.html)

Exclusions

- CLEC-impacting troubles caused by factors outside of BellSouth's purview, e.g., troubles in customer equipment, troubles in networks owned by telecommunications companies other than BellSouth, etc.
- Degraded service, e.g., slow response time, loss of non-critical functionality, etc.

Business Rules

This measurement captures the functional availability of applications/interfaces as a percentage of scheduled availability for the same systems. Only full outages are included in the calculations for this measure. Full outages are defined as occurrences of either of the following:

- Application/interfacing application is down or totally inoperative.
- Application is totally inoperative for customers attempting to access or use the application. This includes transport outages when they may be directly associated with a specific application.

Comparison to an internal benchmark provides a vehicle for determining whether or not CLECs and retail BST entities are given comparable opportunities for use of maintenance and repair systems.

Calculation

OSS Interface Availability $(a \div b) \times 100$

- a = Functional Availability
- b = Scheduled Availability

Report Structure

- Not CLEC Specific
- Not Product/Service Specific
- Regional Level

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Availability of CLEC TAFI • Availability of LMOS HOST, MARCH, SOCS, CRIS, PREDICTOR, LNP and OSPCM • ECTA	• Availability of BellSouth TAFI • Availability of LMOS HOST, MARCH, SOCS, CRIS, PREDICTOR, LNP and OSPCM

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark
• Regional Level	• ≥ 99.5%

OSS Interface Availability (M&R)

OSS Interface	% Availability
BST TAFI	x
CLEC TAFI	x
CLEC ECTA	x
BST & CLEC	x
CRIS	x
LMOS HOST	x
LNP	x
MARCH	x
OSPCM	x
PREDICTOR	x
SOCS	x

SEEM Measure

SEEM Measure		
Yes	Tier I	
	Tier II	X
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Regional Level	• ≥ 99.5%

OSS Interface Availability (M&R)

OSS Interface	% Availability
CLEC TAFI	x
CLEC ECTA	x

OSS-3: Interface Availability (Maintenance & Repair)

OSS-4: Response Interval (Maintenance & Repair)

Definition

The response intervals are determined by subtracting the time a request is received on the BellSouth side of the interface from the time the response is received from the legacy system. Percentages of requests falling into each interval category are reported, along with the actual number of requests falling into those categories.

Exclusions

None

Business Rules

This measure is designed to monitor the time required for the CLEC and BellSouth interface system to obtain from BellSouth's legacy systems the information required to handle maintenance and repair functions. The clock starts on the date and time when the request is received on the BellSouth side of the interface and the clock stops when the response has been transmitted through that same point to the requester.

Note: The OSS Response Interval BellSouth Total Report is a combination of BellSouth Residence and Business Total.

Calculation

OSS Response Interval = (a - b)

- a = Query Response Date and Time
- b = Query Request Date and Time

Percent Response Interval (per category) = (c ÷ d) X 100

- c = Number of Response Intervals in category "X"
- d = Number of Queries Submitted in the Reporting Period

    where, "X" is ≤ 4, $> 4 \leq 10$, ≥ 10, or > 30 seconds.

Report Structure

- Not CLEC Specific
- Not product/service specific
- Regional Level

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• CLEC Transaction Intervals	• BellSouth Business and Residential Transactions Intervals

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark:
• Regional Level	• Parity

Legacy System Access Times for M&R

System	BellSouth & CLEC	Count				
		≤ 4	$> 4 \leq 10$	≤ 10	> 10	> 30
CRIS	x	x	x	x	x	x
DLETH	x	x	x	x	x	x
DLR	x	x	x	x	x	x
LMOS	x	x	x	x	x	x
LMOSupd	x	x	x	x	x	x
LNP	x	x	x	x	x	x
MARCH	x	x	x	x	x	x
OSPCM	x	x	x	x	x	x
Predictor	x	x	x	x	x	x
SOCS	x	x	x	x	x	x
NIW	x	x	x	x	x	x

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

PO-1: Loop Makeup - Response Time – Manual

Definition

This report measures the average interval and percent within the interval from the submission of a Manual Loop Makeup Service Inquiry (LMUSI) to the distribution of Loop Makeup information back to the CLEC.

Exclusions

• Inquiries, which are submitted electronically.
• Designated Holidays are excluded from the interval calculation.
• Weekend hours from 5:00PM Friday until 8:00AM Monday are excluded from the interval calculation.
• Canceled Inquiries.

Business Rules

The CLEC Manual Loop Makeup Service Inquiry (LMUSI) process includes inquiries submitted via mail or FAX to BellSouth's Complex Resale Support Group (CRSG).

This measurement combines three intervals:

1. From receipt of the Service Inquiry for Loop Makeup to hand off to the Service Advocacy Center (SAC) for "Look-up."
2. From SAC start date to SAC complete date.
3. From SAC complete date to date the Complex Resale Support Group (CRSG) distributes loop makeup information back to the CLEC.

The "Receive Date" is defined as the date the Manual LMUSI is received by the CRSG. It is counted as day Zero. LMU "Return Date" is defined as the date the LMU information is sent back to the CLEC from BellSouth. The interval calculation is reset to Zero when a CLEC initiated change occurs on the Manual LMU request.

Note: The Loop Make Up Service Inquiry Form does not require the CLEC to furnish the type of Loop. The CLEC determines whether the loop makeup will support the type of service they wish to order or not and qualifies the loop. If the loop makeup will support the service, a firm order LSR is submitted by the CLEC.

Calculation

Response Interval = (a - b)

• a = Date and Time LMUSI returned to CLEC
• b = Date and Time the LMUSI is received

Average Interval = (c ÷ d)

• c = Sum of all Response Intervals
• d = Total Number of LMUSIs received within the reporting period

Percent within interval = (e ÷ f) X 100

• e = Total LMUSIs received within the interval
• f = Total Number of LMUSIs processed within the reporting period

Report Structure

• CLEC Aggregate
• CLEC Specific
• Geographic Scope
  - State
  - Region
• Interval for manual LMUs:
  0 – 1 day
  >1 – 2 days
  >2 – 3 days
  0 - ≤ 3 days
  >3 – 6 days

>6 – 10 days

> 10 days

- Average Interval in days

Data Retained

Relating to CLEC Experience	Relating to BellSouth Experience
• Report Month • Total Number of Inquiries • SI Intervals • State and Region	• Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark
• Loops	Benchmark • 95% in 3 Business Days

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Loops	Benchmark • 95% in 3 Business Days

PO-1: Loop Makeup - Response Time – Manual

PO-2: Loop Make Up - Response Time - Electronic

Definition

This report measures the average interval and the percent within the interval from the electronic submission of a Loop Makeup Service Inquiry (LMUSI) to the distribution of Loop Makeup information back to the CLEC.

Exclusions

- Manually submitted inquiries.
- Designated Holidays are excluded from the interval calculation.
- Canceled Requests.
- Scheduled OSS Maintenance.

Business Rules

The response interval starts when the CLEC's Mechanized Loop Makeup Service Inquiry (LMUSI) is submitted electronically through the Operational Support Systems interface, LENS, TAG or RoboTAG. It ends when BellSouth's Loop Facility Assignment and Control System (LFACS) responds electronically to the CLEC with the requested Loop Makeup data via LENS, TAG or RoboTAG Interfaces.

Note: The Loop Make Up Service Inquiry Form does not require the CLEC to furnish the type of Loop. The CLEC determines whether the loop makeup will support the type of service they wish to order or not and qualifies the loop. If the loop makeup will support the service, a firm order LSR is submitted by the CLEC. EDI is not a pre-ordering system, and, therefore, is not applicable in this measure.

Calculation

Response Interval = (a - b)

- a = Date and Time LMUSI returned to CLEC
- b = Date and Time the LMUSI is received

Average Interval = (c ÷ d)

- c = Sum of all response intervals
- d = Total Number of LMUSIs received within the reporting period

Percent within interval = (e ÷ f) X 100

- e = Total LMUSIs received within the interval
- f = Total Number of LMUSIs processed within the reporting period

Report Structure

- CLEC Aggregate
- CLEC Specific
- Geographic Scope
  - State
  - Region
- Interval for electronic LMUs:
  0 – 1 minute
  >1 – 5 minutes
  0 - ≤ 5 minutes
  > 5 – 8 minutes
  > 8 – 15 minutes
  > 15 minutes
- Average Interval in minutes

Data Retained

Relating to CLEC Experience	Relating to BellSouth Experience
• Report Month • Legacy Contract • Response Interval • Regional Scope	• Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM LEVEL of Disaggregation	Retail Analog/Benchmark
• Loops	Benchmark • 90% in 5 Minutes (05/01/01) • 95% in 1 Minute (08/01/01)

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Loop	• 90% in 5 Minutes (05/01/01) • 95% in 1 Minute (08/01/01)

Section 2: Ordering

O-1: Acknowledgement Message Timeliness

Definition

This measurement provides the response interval from the time an LSR or transmission (may contain multiple LSRs from one or more CLECs in multiple states) is electronically submitted via EDI or TAG respectively until an acknowledgement notice is sent by the system.

Exclusions

• Scheduled OSS Maintenance

Business Rules

The process includes EDI & TAG system functional acknowledgements for all messages/Local Service Requests (LSRs) which are electronically submitted by the CLEC. Users of EDI may package many LSRs into one transmission which will receive the acknowledgement message. EDI users may place multiple LSRs in one "envelope" requesting service in one or more states which will mask the identity of the state and CLEC. The start time is the receipt time of the message at BellSouth's side of the interface (gateway). The end time is when the acknowledgement is transmitted by BellSouth at BellSouth's side of the interface (gateway). If more than one CLEC uses the same ordering center (aggregator), an Acknowledgement Message will be returned to the "Aggregator". However, BellSouth will not be able to determine which specific CLEC or state this message represented.

Calculation

Response Interval = (a - b)

• a = Date and Time Acknowledgement Notices returned to CLEC
• b = Date and Time messages/LSRs electronically submitted by the CLEC via EDI or TAG respectively

Average Response Interval = (c ÷ d)

• c = Sum of all Response Intervals
• d = Total number of electronically submitted messages/LSRs received, from CLECs via EDI or TAG respectively, in the Reporting Period.

Reporting Structure

• CLEC Aggregate
• CLEC Specific/Aggregator
• Geographic Scope
  - Region
• Electronically Submitted LSRs
  0 – ≤10 minutes
  >10 – ≤20 minutes
  >20 – ≤30 minutes
  0 – ≤ 30 minutes
  >30 – ≤45 minutes
  >45 – ≤60 minutes
  >60 – ≤120 minutes
  >120 minutes
• Average interval for electronically submitted messages/LSRs in minutes

Data Retained

Relating to CLEC Experience	Relating to BellSouth Experience
• Report month • Record of functional acknowledgements	• Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM LEVEL of Disaggregation	Retail Analog/Benchmark

• EDI	• EDI
	  - 90% within 30 minutes (05/01/01)
	  - 95% within 30 minutes (08/01/01)

• TAG	• TAG – 95% within 30 minutes

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark

• EDI	• EDI
	  - 90% within 30 minutes (05/01/01)
	  - 95% within 30 minutes (08/01/01)

• TAG	• TAG – 95% within 30 minutes

O-2: Acknowledgement Message Completeness

Definition

This measurement provides the percent of transmissions/LSRs received via EDI or TAG respectively, which are acknowledged electronically.

Exclusions

- Manually submitted LSRs
- Scheduled OSS Maintenance

Business Rules

EDI and TAG send Functional Acknowledgements for all transmissions/LSRs, which are electronically submitted by a CLEC. Users of EDI may package many LSRs from multiple states in one transmission. If more than one CLEC uses the same ordering center, an Acknowledgement Message will be returned to the "Aggregator", however, BellSouth will not be able to determine which specific CLEC this message represented. The Acknowledgement Message is returned prior to the determination of whether the transmission/LSR will be partially mechanized or fully mechanized.

Calculation

Acknowledgement Completeness = (a ÷ b) X 100

- a = Total number of Functional Acknowledgements returned in the reporting period for transmissions/LSRs electronically submitted by EDI or TAG respectively
- b = Total number of electronically submitted transmissions/LSRs received in the reporting period by EDI or TAG respectively

Report Structure

- CLEC Aggregate
- CLEC Specific/Aggregator
- Geographic Scope
  - Region

Note: The Order calls for Mechanized, Partially Mechanized, and Totally Mechanized, however, the Acknowledgement message is generated before the system recognizes whether this electronic transmission will be partially or fully mechanized.

Data Retained

Relating to CLEC Experience	Relating to BellSouth Experience
• Report Month • Record of Functional Acknowledgements	• Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM LEVEL of Disaggregation	Retail Analog/Benchmark
• EDI • TAG	• Benchmark: 100%

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• EDI • TAG	• Benchmark: 100%

O-3: Percent Flow-Through Service Requests (Summary)

Definition

The percentage of Local Service Requests (LSR) and LNP Local Service Requests (LNP LSRs) submitted electronically via the CLEC mechanized ordering process that flow through and reach a status for a FOC to be issued, without manual intervention.

Exclusions

- Fatal Rejects
- Auto Clarification
- Manual Fallout
- CLEC System Fallout
- Scheduled OSS Maintenance

Business Rules

The CLEC mechanized ordering process includes all LSRs, including supplements (subsequent versions) which are submitted through one of the three gateway interfaces (TAG, EDI and LENS), that flow through and reach a status for a FOC to be issued, without manual intervention. These LSRs can be divided into two classes of service: Business and Residence, and two types of service: Resale, and Unbundled Network Elements (UNE). The CLEC mechanized ordering process does not include LSRs which are submitted manually (for example, fax and courier) or are not designed to flow through (for example, Manual Fallout.)

Definitions:

Fatal Rejects: Errors that prevent an LSR, submitted electronically by the CLEC, from being processed further. When an LSR is submitted by a CLEC, LEO/LNP Gateway will perform edit checks to ensure the data received is correctly formatted and complete. For example, if the PON field contains an invalid character, LEO/LNP Gateway will reject the LSR and the CLEC will receive a Fatal Reject.

Auto-Clarification: Clarifications that occur due to invalid data within the LSR. LESOG/LAUTO will perform data validity checks to ensure the data within the LSR is correct and valid. For example, if the address on the LSR is not valid according to RSAG, or if the LNP is not available for the NPA NXXX requested, the CLEC will receive an Auto-Clarification.

Manual Fallout: Planned Fallout that occur by design. Certain LSRs are designed to fallout of the Mechanized Order Process due to their complexity. These LSRs are manually processed by the LCSC. When a CLEC submits an LSR, LESOG/LAUTO will determine if the LSR should be forwarded to LCSC for manual handling. Following are the categories for Manual Fallout:

1. Complex*
2. Special pricing plans
3. Some Partial migrations
4. New telephone number not yet posted to BOCRIS
5. Pending order review required
6. CSR inaccuracies such as invalid or missing CSR data in CRIS
7. Expedites (requested by the CLEC)
8. Denials-restore and conversion, or disconnect and conversion orders
9. Class of service invalid in certain states with some types of service
10. Low volume such as activity type "T" (move)
11. More than 25 business lines, or more than 15 loops
12. Transfer of calls option for the CLEC end users
13. Directory Listings (Indentions and Captions)

*See LSR Flow-Through Matrix following O-6 for a list of services, including complex services, and whether LSRs issued for the services are eligible to flow through.

Total System Fallout: Errors that require manual review by the LSCS to determine if the error is caused by the CLEC, or is due to BellSouth system functionality. If it is determined the error is caused by the CLEC, the LSR will be sent back to the CLEC for clarification. If it is determined the error is BellSouth caused, the LCSC representative will correct the error, and the LSR will continue to be processed.

Z Status: LSRs that receive a supplemental LSR submission prior to final disposition of the original LSR.

O-3: Percent Flow-Through Service Requests (Summary)

Calculation

Percent Flow Through = a ÷ [b - (c + d + e + f)] X 100

- a = The total number of LSRs that flow through LESOG/LAUTO and reach a status for a FOC to be issued
- b = the number of LSRs passed from LEO/LNP Gateway to LESOG/LAUTO
- c = the number of LSRs that fall out for manual processing
- d = the number of LSRs that are returned to the CLEC for clarification
- e = the number of LSRs that contain errors made by CLECs
- f = the number of LSRs that receive a Z status.

Percent Achieved Flow Through = a ÷ [b-(c+d+e)] X 100

- a = the number of LSRs that flow through LESOG/LAUTO and reach a status for a FOC to be issued.
- b = the number of LSRs passed from LEO/LNP Gateway to LESOG/LAUTO
- c = the number of LSRs that are returned to the CLEC for clarification
- d = the number of LSRs that contain errors made by CLECs
- e = the number of LSRs that receive Z status

Report Structure

- CLEC Aggregate
  - Region

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance:

• Report Month
• Total Number of LSRs Received, by Interface, by CLEC
  - TAG
  - EDI
  - LENS
• Total Number of Errors by Type, by CLEC
  - Fatal Rejects
  - Auto Clarification
  - CLEC Caused System Fallout
• Total Number of Errors by Error Code
• Total Fallout for Manual Processing
	• Report Month
	• Total Number of Errors By Type
	  - Bellsouth System Error

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark[a]
• Residence	• Benchmark: 95%
• Business	• Benchmark: 90%
• UNE	• Benchmark: 85%
• LNP	• Benchmark: 85%

a. Benchmarks do not apply to the "Percent Achieved Flow Through."

SEEM Measure

SEEM Measure		
Yes	Tier I	
	Tier II	X
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark[a]
• Residence	• Benchmark: 95%
• Business	• Benchmark: 90%
• UNE	• Benchmark: 85%
• LNP	• Benchmark: 85%

a. Benchmarks do not apply to the "Percent Achieved Flow Through."

O-4: Percent Flow-Through Service Requests (Detail)

Definition

A detailed list, by CLEC, of the percentage of Local Service Requests (LSR) and LNP Local Service Requests (LNP LSRs) submitted electronically via the CLEC mechanized ordering process that flow through and reach a status for a FOC to be issued, without manual or human intervention.

Exclusions

- Fatal Rejects
- Auto Clarification
- Manual Fallout
- CLEC System Fallout
- Scheduled OSS Maintenance

Business Rules

The CLEC mechanized ordering process includes all LSRs, including supplements (subsequent versions) which are submitted through one of the three gateway interfaces (TAG, EDI, and LENS), that flow through and reach a status for a FOC to be issued, without manual intervention. These LSRs can be divided into two classes of service: Business and Residence, and three types of service: Resale, and Unbundled Network Elements (UNE). The CLEC mechanized ordering process does not include LSRs, which are submitted manually (for example, fax and courier) or are not designed to flow through (for example, Manual Fallout.)

Definitions:

Fatal Rejects: Errors that prevent an LSR, submitted electronically by the CLEC, from being processed further. When an LSR is submitted by a CLEC, LEO/LNP Gateway will perform edit checks to ensure the data received is correctly formatted and complete. For example, if the PON field contains an invalid character, LEO/LNP Gateway will reject the LSR and the CLEC will receive a Fatal Reject.

Auto-Clarification: Clarifications that occur due to invalid data within the LSR. LESOG/LAUTO will perform data validity checks to ensure the data within the LSR is correct and valid. For example, if the address on the LSR is not valid according to RSAG, or if the LNP is not available for the NPA NXXX requested, the CLEC will receive an Auto-Clarification.

Manual Fallout: Planned Fallout that occur by design. Certain LSRs are designed to fallout of the Mechanized Order Process due to their complexity. These LSRs are manually processed by the LCSC. When a CLEC submits an LSR, LESOG/LAUTO will determine if the LSR should be forwarded to LCSC for manual handling. Following are the categories for Manual Fallout:

1.	Complex*	8.	Denials-restore and conversion, or disconnect and conversion orders
2.	Special pricing plans	9.	Class of service invalid in certain states with some types of service
3.	Some Partial migrations	10.	Low volume such as activity type "T" (move)
4.	New telephone number not yet posted to BOCRIS	11.	More than 25 business lines, or more than 15 loops
5.	Pending order review required	12.	Transfer of calls option for the CLEC end users
6.	CSR inaccuracies such as invalid or missing CSR data in CRIS	13.	Directory Listings (Indentions and Captions)
7.	Expedites (requested by the CLEC)		

*See LSR Flow-Through Matrix following O-6 for a list of services, including complex services, and whether LSRs issued for the services are eligible to flow through.

Total System Fallout: Errors that require manual review by the LSCS to determine if the error is caused by the CLEC, or is due to BellSouth system functionality. If it is determined the error is caused by the CLEC, the LSR will be sent back to the CLEC for clarification. If it is determined the error is BellSouth caused, the LCSC representative will correct the error, and the LSR will continue to be processed.

Z Status: LSRs that receive a supplemental LSR submission prior to final disposition of the original LSR.

Calculation

Percent Flow Through = a ÷ [b - (c + d + e + f)] X 100

- a = The total number of LSRs that flow through LESOG/LAUTO and reach a status for a FOC to be issued
- b = the number of LSRs passed from LEO/LNP Gateway to LESOG/LAUTO
- c = the number of LSRs that fall out for manual processing
- d = the number of LSRs that are returned to the CLEC for clarification
- e = the number of LSRs that contain errors made by CLECs
- f = the number of LSRs that receive a Z status.

Percent Achieved Flow Through = a ÷ [b-(c+d+e)] X 100

- a = the number of LSRs that flow through LESOG/LAUTO and reach a status for a FOC to be issued.
- b = the number of LSRs passed from LEO/LNP Gateway to LESOG/LAUTO
- c = the number of LSRs that are returned to the CLEC for clarification
- d = the number of LSRs that contain errors made by CLECs
- e = the number of LSRs that receive Z status

Report Structure

Provides the flow through percentage for each CLEC (by alias designation) submitting LSRs through the CLEC mechanized ordering process. The report provides the following:

- CLEC (by alias designation)
- Number of fatal rejects
- Mechanized interface used
- Total mechanized LSRs
- Total manual fallout
- Number of auto clarifications returned to CLEC
- Number of validated LSRs
- Number of BellSouth caused fallout
- Number of CLEC caused fallout
- Number of Service Orders Issued
- Base calculation
- CLEC error excluded calculation

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance

• Report Month
• Total Number of LSRs Received, by Interface, by CLEC
  - TAG
  - EDI
  - LENS
• Total Number of Errors by Type, by CLEC
  - Fatal Rejects
  - Auto Clarification
  - CLEC Errors
• Total Number of Errors by Error Code
• Total Fallout for Manual Processing
	• Report Month
	• Total Number of Errors by Type
	  - Bellsouth System Error

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark[a]
• Residence	• Benchmark: 95%

SQM Level of Disaggregation	Retail Analog/Benchmark[a]
• Business	• Benchmark: 90%
• UNE	• Benchmark: 85%
• LNP	• Benchmark: 85%

a. Benchmarks do not apply to the "Percent Achieved Flow Through."

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark[a]
• Residence	• Benchmark: 95%
• Business	• Benchmark: 90%
• UNE	• Benchmark: 85%
• LNP	• Benchmark: 85%

a. Benchmarks do not apply to the "Percent Achieved Flow Through."

O-5: Flow-Through Error Analysis

Definition

An analysis of each error type (by error code) that was experienced by the LSRs that did not flow through or reached a status for a FOC to be issued.

Exclusions

Each Error Analysis is error code specific, therefore exclusions are not applicable.

Business Rules

The CLEC mechanized ordering process includes all LSRs, including supplements (subsequent versions) which are submitted through one of the three gateway interfaces (TAG, EDI, and LENS), that flow through and reach a status for a FOC to be issued. The CLEC mechanized ordering process does not include LSRs which are submitted manually (for example, fax and courier).

Calculation

Total for each error type.

Report Structure

Provides an analysis of each error type (by error code). The report is in descending order by count of each error code and provides the following:

- Error Type (by error code)
- Count of each error type
- Percent of each error type
- Cumulative percent
- Error Description
- CLEC Caused Count of each error code
- Percent of aggregate by CLEC caused count
- Percent of CLEC caused count
- BellSouth Caused Count of each error code
- Percent of aggregate by BellSouth caused count
- Percent of BellSouth by BellSouth caused count.

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance

• Report Month
• Total Number of LSRs Received
• Total Number of Errors by Type (by error code)
  - CLEC Caused Error
	• Report Month
	• Total Number of Errors by Type (by error code)
	  - BellSouth System Error

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark
• Not Applicable	• Not Applicable

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

O-5: Flow-Through Error Analysis

O-6: CLEC LSR Information

Definition

A list with the flow through activity of LSRs by CC, PON and Ver, issued by each CLEC during the report period.

Exclusions

- Fatal Rejects
- LSRs submitted manually

Business Rules

The CLEC mechanized ordering process includes all LSRs, including supplements (subsequent versions) which are submitted through one of the three gateway interfaces (TAG, EDI, and LENS), that flow through and reach a status for a FOC to be issued. The CLEC mechanized ordering process does not include LSRs which are submitted manually (for example, fax and courier).

Calculation

NA

Report Structure

Provides a list with the flow through activity of LSRs by CC, PON and Ver, issued by each CLEC during the report period with an explanation of the of the columns and content. This report is available on a CLEC specific basis. The report provides the following for each LSR.

- CC
- PON
- Ver
- Timestamp
- Type
- Err #
- Note or Error Description

Data Retained

Relating to CLEC Experience	Relating to BellSouth Experience
• Report Month • Record of LSRs Received by CC, PON and Ver • Record of Timestamp, Type, Err # and Note or Error Description for each LSR by CC, PON and Ver	• Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark
• Not Applicable	• Not Applicable

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

LSR Flow-Through Matrix

LSR Flow-Through Matrix

PRODUCT	F/T[3]	COM PLEX SERVICE	COM PLEX ORDER	PLANNED FALLOUT FOR MANUAL HANDLING[1]	EDI	TAG[2]	LENS[4]	COMMENTS
2 wire analog DID trunk port	No	UNE	Yes	NA	N	N	N	
2 wire analog port	Yes	UNE	No	No	Y	N	N	
2 wire ISDN digital line side port	No	UNE	Yes	NA	N	Y	N	
2 wire ISDN digital loop	Yes	UNE	Yes	No	Y	Y	N	
3 Way Calling	Yes	No	No	No	Y	Y	Y	
4 wire analog voice grade loop	Yes	UNE	Yes	No	Y	Y	N	
4 wire DS0 & PRI digital loop	No	UNE	Yes	NA	N	N	N	
4 wire DS1 & PRI digital loop	No	UNE	Yes	NA	N	N	N	
4 wire ISDN DSI digital trunk ports	No	UNE	Yes	NA	N	N	N	
Accupulse	No	Yes	No	NA	N	N	N	
ADSL	Yes	UNE	No	No	Y	Y	N	
Area Plus	Yes	No	No	No	Y	Y	Y	
Basic Rate ISDN	No	Yes	Yes	Yes	Y	Y	N	
Call Block	Yes	No	No	No	Y	Y	Y	
Call Forwarding-Variable	Yes	No	No	No	Y	Y	Y	
Call Return	Yes	No	No	No	Y	Y	Y	
Call Selector	Yes	No	No	No	Y	Y	Y	
Call Tracing	Yes	No	No	No	Y	Y	Y	
Call Waiting	Yes	No	No	No	Y	Y	Y	
Call Waiting Deluxe	Yes	No	No	No	Y	Y	Y	
Caller ID	Yes	No	No	No	Y	Y	Y	
CENTREX	No	Yes	Yes	NA	N	N	N	
DID WITH PBX ACT W	No	Yes	Yes	Yes	Y	N	Y	
DID ACT W	No	Yes	Yes	Yes	Y	N	Y	
Digital Data Transport	No	UNE	Yes	NA	N	N	N	
Directory Listing Indentions	No	No	No	Yes	Y	Y	Y	
Directory Listings Captions	No	No	Yes	Yes	Y	Y	Y	
Directory Listings (simple)	Yes	No	No	No	Y	Y	Y	
DS3	No	UNE	Yes	NA	N	N	N	
DSI Loop	Yes	UNE	Yes	No	Y	Y	N	

LSR Flow-Through Matrix

PRODUCT	F/T[3]	COMPLEX SERVICE	COMPLEX ORDER	PLANNED FALLOUT FOR MANUAL HANDLING[1]	EDI	TAG[2]	LENS[4]	COMMENTS
DSO Loop	Yes	UNE	Yes	No	Y	Y	N	
Enhanced Caller ID	Yes	No	No	No	Y	Y	Y	
ESSX	No	Yes	Yes	NA	N	N	N	
Flat Rate/Business	Yes	No	No	No	Y	Y	Y	
Flat Rate/Residence	Yes	No	No	No	Y	Y	Y	
FLEXSERV	No	Yes	Yes	NA	N	N	N	
Frame Relay	No	Yes	Yes	NA	N	N	N	
FX	No	Yes	Yes	NA	N	N	N	
Ga. Community Calling	Yes	No	No	No	Y	Y	Y	
HDSL	Yes	UNE	No	No	Y	Y	N	
Hunting MLH	No	C/S[4]	C/S	Yes	Y	Y	N	
Hunting Series Completion	Yes	C/S	C/S	No	Y	Y	Y	
INP to LNP Conversions	No	UNE	Yes	Yes	Y	Y	N	
LightGate	No	Yes	Yes	NA	N	N	N	
Line Sharing	Yes	UNE	No	No	Y	Y	N	
Local Number Portability	Yes	UNE	Yes	No	Y	Y	N	
LNP with Complex Listing	No	UNE	Yes	Yes	Y	Y	N	
LNP with Partial Migration	No	UNE	Yes	Yes	Y	Y	N	
LNP with Complex Services	No	UNE	Yes	Yes	Y	Y	N	
Loop+INP	Yes	UNE	No	No	Y	Y	N	
Loop+LNP	Yes	UNE	No	No	Y	Y	N	
Measured Rate/Bus.	Yes	No	No	No	Y	Y	Y	
Measured Rate/Res.	Yes	No	No	No	Y	Y	Y	
Megalink	No	Yes	Yes	NA	N	N	N	
Megalink-T1	No	Yes	Yes	NA	N	N	N	
Memory Call	Yes	No	No	No	Y	Y	Y	
Memory Call Ans. Svc.	Yes	No	No	No	Y	Y	Y	
Multiserv	No	Yes	Yes	NA	N	N	N	
Native Mode LAN Interconnection (NMLI)	No	Yes	Yes	NA	N	N	N	
Off-Prem Stations	No	Yes	Yes	NA	N	N	N	
Optional Calling Plan	Yes	No	No	No	Y	Y	Y	

LSR Flow-Through Matrix

PRODUCT	F/T[3]	COMPLEX SERVICE	COMPLEX ORDER	PLANNED FALLOUT FOR MANUAL HANDLING[1]	EDI	TAG[2]	LENS[4]	COMMENTS
Package/Complete Choice and area plus	Yes	No	No	No	Y	Y	Y	
Pathlink Primary Rate ISDN	No	Yes	Yes	NA	N	N	N	
Pay Phone Provider	No	No	No	NA	N	N	N	
PBX Standalone ACT A, C, D	No	Yes	Yes	Yes	Y	Y	N	
PBX Trunks	No	Yes	Yes	Yes	Y	Y	N	
Port/Loop Combo	Yes	UNE	No	No	Y	Y	Y	
Port/Loop PBX	No	No	No	Yes	Y	Y	N	
Preferred Call Forward	Yes	No	No	No	Y	Y	Y	
RCF Basic	Yes	No	No	No	Y	Y	Y	
Remote Access to CF	Yes	No	No	No	Y	Y	Y	
Repeat Dialing	Yes	No	No	No	Y	Y	Y	
Ringmaster	Yes	No	No	No	Y	Y	Y	
Smartpath	No	Yes	Yes	NA	N	N	N	
SmartRING	No	Yes	Yes	NA	N	N	N	
Speed Calling	Yes	No	No	No	Y	Y	Y	
Synchronet	No	Yes	Yes	Yes	Y	Y	N	
Tie Lines	No	Yes	Yes	NA	N	N	N	
Touchtone	Yes	No	No	No	Y	Y	Y	
Unbundled Loop-Analog 2W, SL1, SL2	Yes	UNE	No	No	Y	Y	Y	
WATS	No	Yes	Yes	NA	N	N	N	
XDSL	Yes	UNE	No	No	Y	Y	N	
XDSL Extended LOOP	No	UNE	Yes	NA	N	N	N	
Collect Call Block	Yes	No	No	No	Y	Y	Y	
900 Call Block	Yes	No	No	No	Y	Y	Y	
3rd Party Call Block	Yes	No	No	No	Y	Y	Y	
Three Way Call Block	Yes	No	No	No	Y	Y	Y	
PIC/LPIC Change	Yes	No	No	No	Y	Y	Y	
PIC/LPIC Freeze	Yes	No	No	No	Y	Y	Y	

Note[1]: Planned Fallout for Manual Handling denotes those services that are electronically submitted and are not intended to flow through due to the complexity of the service.

Note[2]: The TAG column includes those LSRs submitted via Robo TAG.

LSR Flow-Through Matrix

Note[3]: For all services that indicate 'No' for flow-through, the following reasons, in addition to errors or complex services, also prompt manual handling: Expedites from CLECs, special pricing plans, denials restore and conversion or disconnect and conversion both required, partial migrations (although conversions-as-is flow through for issue 9), class of service invalid in certain states with some TOS e.g. government, or cannot be changed when changing main TN on C activity, low volume e.g. activity type T=move, pending order review required, more than 25 business lines, CSR inaccuracies such as invalid or missing CSR data in CRIS, Directory listings – Indentions, Directory listings – Captions, transfer of calls option for CLEC end user – new TN not yet posted to BOCRIS. Many are unique to the CLEC environment.

Note[4]: Services with C/S in the Complex Service and/or the Complex Order columns can be either complex or simple.

Note[5]: EELs are manually ordered.

O-7: Percent Rejected Service Requests

Definition

Percent Rejected Service Request is the percent of total Local Service Requests (LSRs) received which are rejected due to error or omission. An LSR is considered valid when it is submitted by the CLEC and passes edit checks to insure the data received is correctly formatted and complete.

Exclusions

- Service Requests canceled by the CLEC prior to being rejected/clarified.
- Scheduled OSS Maintenance

Business Rules

Fully Mechanized: An LSR is considered "rejected" when it is submitted electronically but does not pass LEO edit checks in the ordering systems (EDI, LENS, TAG, LEO, LESOG) and is returned to the CLEC without manual intervention. There are two types of "Rejects" in the Mechanized category:

A **Fatal Reject** occurs when a CLEC attempts to electronically submit an LSR but required fields are either not populated or incorrectly populated and the request is returned to the CLEC before it is considered a valid LSR.

Fatal rejects are reported in a separate column, and for informational purposes ONLY. Fatal rejects are excluded from the calculation of the percent of total LSRs rejected or the total number of rejected LSRs.

An **Auto Clarification** occurs when a valid LSR is electronically submitted but rejected from LESOG because it does not pass further edit checks for order accuracy.

Partially Mechanized: A valid LSR, which is electronically submitted (via EDI, LENS, TAG) but cannot be processed electronically and "falls out" for manual handling. It is then put into "clarification" and sent back (rejected) to the CLEC.

Total Mechanized: Combination of Fully Mechanized and Partially Mechanized LSRs electronically submitted by the CLEC.

Non-Mechanized: LSRs which are faxed or mailed to the LCSC for processing and "clarified" (rejected) back to the CLEC by the BellSouth service representative.

Interconnection Trunks: Interconnection Trunks are ordered on Access Service Requests (ASRs). ASRs are submitted to and processed by the Interconnection Purchasing Center (IPC). Trunk data is reported separately.

Calculation

Percent Rejected Service Requests = (a ÷ b) X 100

- a = Total Number of Rejected Service Requests in the Reporting Period
- b = Total Number of Service Requests Received in the Reporting Period

Report Structure

- Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized
- CLEC Specific
- CLEC Aggregate
- Geographic Scope
  - State
  - Region
- Product Specific Percent Rejected
- Total Percent Rejected

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month • Total Number of LSRs • Total Number of Rejects • State and Region • Total Number of ASRs (Trunks)	• Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark
Mechanized, Partially Mechanized and Non-Mechanized • Resale - Residence • Resale - Business • Resale – Design (Special) • Resale PBX • Resale Centrex • Resale ISDN • LNP Standalone • INP Standalone • 2W Analog Loop Design • 2W Analog Loop Non-Design • 2W Analog Loop w/INP Design • 2W Analog Loop w/INP Non-Design • 2W Analog Loop w/LNP Design • 2W Analog Loop w/LNP Non-Design • UNE Loop + Port Combinations • Switch Ports • UNE Combination Other • UNE xDSL (ADSL, HDSL, UCL) • Line Sharing • UNE ISDN Loop • UNE Other Design • UNE Other Non-Design • Local Interoffice Transport • Local Interconnection Trunks	• Diagnostic

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

O-8: Reject Interval

Definition

Reject Interval is the average reject time from receipt of an LSR to the distribution of a Reject. An LSR is considered valid when it is submitted by the CLEC and passes edit checks to insure the data received is correctly formatted and complete.

Exclusions

- Service Requests canceled by CLEC prior to being rejected/clarified.
- Designated Holidays are excluded from the interval calculation.
- LSRs which are identified and classified as "Projects"
- The following hours for Partially mechanized and Non-mechanized LSRs are excluded from the interval calculation:

    Residence Resale Group – Monday through Saturday 7:00PM until 7:00AM
                          From 7:00 PM Saturday until 7:00 AM Monday

    Business Resale, Complex, UNE Groups – Monday through Friday 6:00PM until 8:00AM
                          From 6:00 PM Friday until 8:00 AM Monday.

    The hours excluded will be altered to reflect changes in the Center operating hours. The LCSC will accept faxed LSRs only during posted hours of operation.

    The interval will be the amount of time accrued from receipt of the LSR until normal closing of the center if an LSR is worked using overtime hours.

    In the case of a Partially Mechanized LSR received and worked after normal business hours, the interval will be set at one (1) minute.

- Scheduled OSS Maintenance

Business Rules

Fully Mechanized: The elapsed time from receipt of a valid electronically submitted LSR (date and time stamp in EDI, LENS or TAG) until the LSR is rejected (date and time stamp or reject in EDI, TAG or LENS). Auto Clarifications are considered in the Fully Mechanized category.

Partially Mechanized: The elapsed time from receipt of a valid electronically submitted LSR (date and time stamp in EDI, LENS or TAG) until it falls out for manual handling. The stop time on partially mechanized LSRs is when the LCSC Service Representative clarifies the LSR back to the CLEC via LENS, EDI, or TAG.

Total Mechanized: Combination of Fully Mechanized and Partially Mechanized LSRs which are electronically submitted by the CLEC.

Non-Mechanized: The elapsed time from receipt of a valid LSR (date and time stamp of FAX or date and time mailed LSR is received in the LCSC) until notice of the reject (clarification) is returned to the CLEC via LON.

Interconnection Trunks: Interconnection Trunks are ordered on Access Service Requests (ASRs). ASRs are submitted to and processed by the Local Interconnection Service Center (LISC). Trunk data is reported separately. All interconnection trunks are counted in the non-mechanized category.

Calculation

Reject Interval = (a - b)

- a = Date and Time of Service Request Rejection
- b = Date and Time of Service Request Receipt

Average Reject Interval = (c ÷ d)

- c = Sum of all Reject Intervals
- d = Number of Service Requests Rejected in Reporting Period

Report Structure

- CLEC Specific
- CLEC Aggregate

- Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized
- Geographic Scope
  - State
  - Region
- Mechanized:
  $0 - \leq 4$ minutes
  $>4 - \leq 8$ minutes
  $>8 - \leq 12$ minutes
  $>12 - \leq 60$ minutes
  $0 - \leq 1$ hour
  $>1 - \leq 4$ hours
  $>4 - \leq 8$ hours
  $>8 - \leq 12$ hours
  $>12 - \leq 16$ hours
  $>16 - \leq 20$ hours
  $>20 - \leq 24$ hours
  >24 hours
- Partially Mechanized:
  $0 - \leq 1$ hour
  $>1 - \leq 4$ hours
  $>4 - \leq 8$ hours
  $>8 - \leq 10$ hours
  $0 - \leq 10$ hours
  $>10 - \leq 18$ hours
  $0 - \leq 18$ hours
  $>18 - \leq 24$ hours
  >24 hours
- Non-mechanized:
  $0 - \leq 1$ hour
  $>1 - \leq 4$ hours
  $>4 - \leq 8$ hours
  $>8 - \leq 12$ hours
  $>12 - \leq 16$ hours
  $>16 - \leq 20$ hours
  $>20 - \leq 24$ hours
  $0 - \leq 24$ hours
  > 24 hours
- Trunks:
  ≤ 4 days
  $>4 - \leq 8$ days
  $>8 - \leq 12$ days
  $>12 - \leq 14$ days
  $>14 - \leq 20$ days
  >20 days

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
Report Month • Reject Interval • Total Number of LSRs • Total Number of Rejects • State and Region • Total Number of ASRs (Trunks)	• Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark

• Resale – Residence
• Resale – Business
• Resale – Design (Special)
• Resale PBX
• Resale Centrex
• Resale ISDN
• LNP Standalone
• INP Standalone
• 2W Analog Loop Design
• 2W Analog Loop Non-Design
• 2W Analog Loop w/INP Design
• 2W Analog Loop w/INP Non-Design
• 2W Analog Loop w/LNP Design
• 2W Analog Loop w/LNP Non-Design
• UNE Loop + Port Combinations
• Switch Ports
• UNE Combination Other
• UNE xDSL (ADSL, HDSL, UCL)
• Line Sharing
• UNE ISDN Loops
• UNE Other Non-Design
• Local Interoffice Transport
• UNE Other Design
	• Mechanized:
	  - 97% within I Hour
	• Partially Mechanized:
	  - 85% within 24 hours
	  - 85% within 18 Hours (05/01/01)
	  - 85% within 10 Hours (08/01/01)
	• Non-Mechanized: - 85% within 24 hours

• Local Interconnection Trunks	• Trunks: - 85% within 4 Days

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Fully Mechanized	• 97% $\leq$ 1 hour
• Partially Mechanized	• 85% within 24 hours • 85% within 18 hours (05/01/01) • 85% within 10 hours (08/01/01)
• Non-Mechanized	• 85% within 24 hours

O-9: Firm Order Confirmation Timeliness

Definition

Interval for Return of a Firm Order Confirmation (FOC Interval) is the average response time from receipt of valid LSR to distribution of a Firm Order Confirmation.

Exclusions

- Rejected LSRs
- Designated Holidays are excluded from the interval calculation.
- LSRs which are identified and classified as "Projects"
- The following hours for Partially Mechanized and Non-mechanized LSRs are excluded from the interval calculation:

  Residence Resale Group – Monday through Saturday 7:00PM until 7:00AM

          From 7:00 PM Saturday until 7:00 AM Monday.

  Business Resale, Complex, UNE Groups – Monday through Friday 6:00PM until 8:00AM

          From 6:00 PM Friday until 8:00 AM Monday.

  The hours excluded will be altered to reflect changes in the Center operating hours. The LCSC will accept faxed LSRs only during posted hours of operation.

  The interval will be the amount of time accrued from receipt of the LSR until normal closing of the center if an LSR is worked using overtime hours.

  In the case of a Partially Mechanized LSR received and worked after normal business hours, the interval will be set at one (1) minute.

- Scheduled OSS Maintenance

Business Rules

- **Fully Mechanized:** The elapsed time from receipt of a valid electronically submitted LSR (date and time stamp in EDI, LENS or TAG) until the LSR is processed, appropriate service orders are generated and a Firm Order Confirmation is returned to the CLEC via EDI, LENS or TAG.
- **Partially Mechanized:** The elapsed time from receipt of a valid electronically submitted LSR (date and time stamp in EDI, LENS, or TAG) which falls out for manual handling until appropriate service orders are issued by a BellSouth service representative via Direct Order Entry (DOE) or Service Order Negotiation Generation System (SONGS) to SOCS and a Firm Order Confirmation is returned to the CLEC via EDI, LENS, or TAG.
- **Total Mechanized:** Combination of Fully Mechanized and Partially Mechanized LSRs which are electronically submitted by the CLEC.
- **Non-Mechanized:** The elapsed time from receipt of a valid paper LSR (date and time stamp of FAX or date and time paper LSRs received in LCSC) until appropriate service orders are issued by a BellSouth service representative via Direct Order Entry (DOE) or Service Order Negotiation Generation System (SONGS) to SOCS and a Firm Order Confirmation is sent to the CLEC via LON.
- **Interconnection Trunks:** Interconnection Trunks are ordered on Access Service Requests (ASRs). ASRs are submitted to and processed by the Local Interconnection Service Center (LISC). Trunk data is reported separately.

Calculation

Firm Order Confirmation Interval = (a - b)

- a = Date & Time of Firm Order Confirmation
- b = Date & Time of Service Request Receipt)

Average FOC Interval = (c ÷ d)

- c = Sum of all FOC Intervals
- d = Total Number of Service Requests Confirmed in Reporting Period

FOC Interval Distribution (for each interval) = (e ÷ f) X 100

- e = Service Requests Confirmed in interval
- f = Total Service Requests Confirmed in the Reporting Period

Report Structure

- Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized
  - CLEC Specific
  - CLEC Aggregate
- Geographic Scope
  - State
  - Region
- Fully Mechanized:
  0 - $\leq$ 15 minutes
  >15 - $\leq$ 30 minutes
  >30 - $\leq$ 45 minutes
  >45 - $\leq$ 60 minutes
  >60 - $\leq$ 90 minutes
  >90 - $\leq$ 120 minutes
  >120 - $\leq$ 180 minutes
  0 - $\leq$ 3 hours
  >3 - $\leq$ 6 hours
  >6 - $\leq$ 12 hours
  >12 - $\leq$ 24 hours
  >24 - $\leq$ 48 hours
  >48 hours
- Partially Mechanized:
  0 - $\leq$ 4 hours
  >4 - $\leq$ 8 hours
  >8 - $\leq$ 10 hours
  0 - $\leq$ 10 hours
  >10 - $\leq$ 18 hours
  0 - $\leq$ 18 hours
  >18 - $\leq$ 24 hours
  0 - $\leq$ 24 hours
  >24 - $\leq$ 48 hours
  >48 hours
- Non-Mechanized
  0 - $\leq$ 4 hours
  >4 - $\leq$ 8 hours
  >8 - $\leq$ 12 hours
  >12 - $\leq$ 16 hours
  >16 - $\leq$ 20 hours
  >20 - $\leq$ 24 hours
  >24 - $\leq$ 36 hours
  0 - $\leq$ 36 hours
  >36 - $\leq$ 48 hours
  >48 hours
- Trunks:
  0 - $\leq$ 5 days
  >5 - $\leq$ 10 days
  0 - $\leq$ 10 days
  >10 - $\leq$ 15 days
  >15 - $\leq$ 20 days
  >20 days

O-9: Firm Order Confirmation Timeliness

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month • Interval for FOC • Total Number of LSRs • State and Region • Total Number of ASRs (Trunks)	• Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark

• Resale – Residence
• Resale – Business
• Resale – Design (Special)
• Resale PBX
• Resale Centrex
• Resale ISDN
• LNP Standalone
• INP Standalone
• 2W Analog Loop Design
• 2W Analog Loop Non-Design
• 2W Analog Loop w/INP Design
• 2W Analog Loop w/INP Non-Design
• 2W Analog Loop w/LNP Design
• 2W Analog Loop w/LNP Non-Design
• UNE Loop + Port Combinations
• Switch Ports
• UNE Combination Other
• UNE xDSL (ADSL, HDSL, UCL)
• Line Sharing
• UNE ISDN Loops
• UNE Other Design
• UNE Other Non-Design
• Local Interoffice Transport
	• Mechanized: - 95% within 3 Hours
	• Partially Mechanized:
	  - 85% within 24 hours
	  - 85% within 18 Hours (05/01/01)
	  - 85% within 10 Hours (08/01/01)
	• Non-Mechanized: - 85% within 36 hours

• Local Interconnection Trunks	• Trunks: - 95% within 10 days

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Fully Mechanized	• 95% within 3 hours
• Partially Mechanized	• 85% within 24 hours • 85% within 18 Hours (05/01/01) • 85% within 10 Hours (08/01/01)

SEEM Disaggregation	SEEM Analog/Benchmark
• Non-Mechanized	• 85% within 36 hours
• IC Trunks	• 95% within 10 days

O-10: Service Inquiry with LSR Firm Order Confirmation (FOC) Response Time Manual[1]

Definition

This report measures the interval and the percent within the interval from the submission of a Service Inquiry (SI) with Firm Order LSR to the distribution of a Firm Order Confirmation (FOC).

Exclusions

- Designated Holidays are excluded from the interval calculation.
- Weekend hours from 5:00PM Friday until 8:00AM Monday are excluded from the interval calculation of the Service Inquiry.
- Canceled Requests
- Electronically Submitted Requests
- Scheduled OSS Maintenance

Business Rules

This measurement combines four intervals:

1. From receipt of Service Inquiry with LSR to hand off to the Service Advocacy Center (SAC) for Loop 'Look-up'.
2. From SAC start date to SAC complete date.
3. From SAC complete date to the Complex Resale Support Group (CRSG) complete date with hand off to LCSC.
4. From receipt of SI/LSR in the LCSC to Firm Order Confirmation.

Calculation

FOC Timeliness Interval = (a - b)

- a = Date and Time Firm Order Confirmation (FOC) for SI with LSR returned to CLEC
- b = Date and Time SI with LSR received

Average Interval = (c ÷ d)

- c = Sum of all FOC Timeliness Intervals
- d = Total number of SIs with LSRs received in the reporting period

Percent Within Interval = (e ÷ f) X 100

- e = Total number of Service Inquiries with LSRs received by the CRSG to distribution of FOC by the Local Carrier Service Center (LCSC)
- f = Total number of Service Inquiries with LSRs received in the reporting period

Report Structure

- CLEC Aggregate
- CLEC Specific
- Geographic Scope
  - State
  - Region
- Intervals
  - $0 - \leq 3$ days
  - $>3 - \leq 5$ days
  - $0 - \leq 5$ days
  - $>5 - \leq 7$ days
  - $>7 - \leq 10$ days
  - $>10 - \leq 15$ days
  - >15 days
- Average Interval measured in days

1. See O-9 for FOC Timeliness

Data Retained

Relating to CLEC Experience	Relating to BellSouth Experience
• Report Month • Total Number of Requests • SI Intervals • State and Region	• Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM LEVEL of Disaggregation	Retail Analog/Benchmark
• xDSL (includes UNE unbundled ADSL, HDSL and UNE Unbundled Copper Loops) • Unbundled Interoffice Transport	• 95% Returned within 5 Business days

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

O-11: Firm Order Confirmation and Reject Response Completeness

Definition

A response is expected from BellSouth for every Local Service Request transaction (version). More than one response or differing responses per transaction is not expected. Firm Order Confirmation and Reject Response Completeness is the corresponding number of Local Service Requests received to the combination of Firm Order Confirmation and Reject Responses.

Exclusions

- Service Requests canceled by the CLEC prior to FOC or Rejected/Clarified
- Non-Mechanized LSRs
- Scheduled OSS Maintenance

Business Rules

Mechanized – The number of FOCs or Auto Clarifications sent to the CLEC from LENS, EDI, TAG in response to electronically submitted LSRs (date and time stamp in LENS, EDI, TAG).

Partially Mechanized – The number of FOCs or Rejects sent to the CLEC from LENS, EDI, TAG in response to electronically submitted LSRs (date and time stamp in LENS, EDI, TAG), which fall out for manual handling by the LCSC personnel.

Total Mechanized – The number of the combination of Fully Mechanized and Partially Mechanized LSRs

Non-Mechanized – The number of FOCs or Rejects sent to the CLEC via FAX Server in response to manually submitted LSRs (date and time stamp in FAX Server).

Note: Manual (Non-Mechanized) LSRs have no version control by the very nature of the manual process, therefore, non-mechanized LSRs are not captured by this report.

For CLEC Results:

Firm Order Confirmation and Reject Response Completeness is determined in two dimensions:

Percent responses is determined by computing the number of Firm Order Confirmations and Rejects transmitted by BellSouth and dividing by the number of Local Service Requests (all versions) received in the reporting period.

Percent of multiple responses is determined by computing the number of Local Service Request unique versions receiving more than one Firm Order Confirmation, Reject or the combination of the two and dividing by the number of Local Service Requests (all versions) received in the reporting period.

Calculation

Single FOC/Reject Response Expected

Firm Order Confirmation / Reject Response Completeness = (a ÷ b) X 100

- a = Total Number of Service Requests for which a Firm Order Confirmation or Reject is Sent
- b = Total Number of Service Requests Received in the Report Period

Multiple or Differing FOC / Reject Responses Not Expected

Response Completeness = [(a + b) ÷ c] X 100

- a = Total Number of Firm Order Confirmations Per LSR Version
- b = Total Number of Reject Responses Per LSR Version
- c = Total Number of Service Requests (All Versions) Received in the Reporting Period

Report Structure

Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized

- State and Region
- CLEC Specific
- CLEC Aggregate
- BellSouth Specific

Data Retained

Relating to CLEC Experience	Relating to BellSouth Experience
Report Month • Reject Interval • Total Number of LSRs • Total Number of Rejects	• Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM LEVEL of Disaggregation	Retail Analog/Benchmark
• Resale Residence • Resale Business • Resale Design • Resale PBX • Resale Centrex • Resale ISDN • LNP Standalone • INP Standalone • 2W Analog Loop Design • 2W Analog Loop Non – Design • 2W Analog Loop w/ INP Design • 2W Analog Loop w/ INP Non – Design • 2W Analog Loop w/ LNP Design • 2W Analog Loop w/ LNP Non – Design • UNE Loop and Port Combinations • Switch Ports • UNE Combination Other • UNE xDSL (ADSL, HDSL, UCL) • Line Sharing • UNE ISDN Loops • UNE Other Design • UNE Other Non - Design • Local Interoffice Transport • Local Interconnection Trunks	• 95% Returned

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Fully Mechanized	• 95% Returned

O-12: Speed of Answer in Ordering Center

Definition

Measures the average time a customer is in queue.

Exclusions

None

Business Rules

The clock starts when the appropriate option is selected (i.e., 1 for Resale Consumer, 2 for Resale Multiline, and 3 for UNE-LNP, etc.) and the call enters the queue for that particular group in the LCSC. The clock stops when a BellSouth service representative in the LCSC answers the call. The speed of answer is determined by measuring and accumulating the elapsed time from the entry of a CLEC call into the BellSouth automatic call distributor (ACD) until a service representative in BellSouth's Local Carrier Service Center (LCSC) answers the CLEC call.

Calculation

Speed of Answer in Ordering Center = (a ÷ b)

- a = Total seconds in queue
- b = Total number of calls answered in the Reporting Period

Report Structure

Aggregate

- CLEC – Local Carrier Service Center
- BellSouth
  - Business Service Center
  - Residence Service Center

Note: Combination of Residence Service Center and Business Service Center data.

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Mechanized tracking through LCSC Automatic Call Distributor	• Mechanized tracking through BellSouth Retail center support system.

SQM Disaggregation - Analog/Benchmark

SQM LEVEL of Disaggregation	Retail Analog/Benchmark

Aggregate
• CLEC – Local Carrier Service Center
• BellSouth
  - Business Service Center
  - Residence Service Center
	• Parity with Retail

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

O-13: LNP-Percent Rejected Service Requests

Definition

Percent Rejected Service Request is the percent of total Local Service Requests (LSRs) which are rejected due to error or omission. An LSR is considered valid when it is electronically submitted by the CLEC and passes LNP Gateway edit checks to insure the data received is correctly formatted and complete, i.e., fatal rejects are never accepted and, therefore, are not included.

Exclusions

- Service Requests canceled by the CLEC
- Scheduled OSS Maintenance

Business Rules

An LSR is considered "rejected" when it is submitted electronically but does not pass edit checks in the ordering systems (EDI, TAG, LNP Gateway, LAUTO) and is returned to the CLEC without manual intervention.

Fully Mechanized: There are two types of "Rejects" in the Fully Mechanized category:

A **Fatal Reject** occurs when a CLEC attempts to electronically submit an LSR (via EDI or TAG) but required fields are not populated correctly and the request is returned to the CLEC.

Fatal rejects are reported in a separate column, and for informational purposes ONLY. They are not considered in the calculation of the percent of total LSRs rejected or the total number of rejected LSRs.

An **Auto Clarification** is a valid LSR which is electronically submitted (via EDI or TAG), but is rejected from LAUTO because it does not pass further edit checks for order accuracy. Auto Clarifications are returned without manual intervention.

Partially Mechanized: A valid LSR which is electronically submitted (via EDI or TAG), but cannot be processed electronically due to a CLEC error and "falls out" for manual handling. It is then put into "clarification", and sent back (rejected) to the CLEC.

Total Mechanized: Combination of Fully Mechanized and Partially Mechanized rejects.

Non-Mechanized: A valid LSR which is faxed or mailed to the BellSouth LCSC.

Calculation

LNP-Percent Rejected Service Requests = (a ÷ b) X 100

- a = Number of Service Requests Rejected in the Reporting Period
- b = Number of Service Requests Received in the Reporting Period

Report Structure

- Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized
- CLEC Specific
- CLEC Aggregate

Data Retained

Relating to CLEC Experience	Relating to BellSouth Experience
• Not Applicable	• Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM LEVEL of Disaggregation	Retail Analog/Benchmark
• LNP • UNE Loop w/LNP	• Diagnostic

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

O-14: LNP-Reject Interval Distribution & Average Reject Interval

Definition

Reject Interval is the average reject time from receipt of an LSR to the distribution of a Reject. An LSR is considered valid when it is electronically submitted by the CLEC and passes LNP Gateway edit checks to insure the data received is correctly formatted and complete.

Exclusions
- Service Requests canceled by the CLEC
- Designated Holidays are excluded from the interval calculation.
- LSRs which are identified and classified as "Projects".
- The following hours for Partially mechanized and Non-mechanized LSRs are excluded from the interval calculation:

     Residence Resale Group – Monday through Saturday 7:00PM until 7:00AM
                                 From 7:00 PM Saturday until 7:00 AM Monday

     Business Resale, Complex, UNE Groups – Monday through Friday 6:00PM until 8:00AM
                                 From 6:00 PM Friday until 8:00 AM Monday.

     The hours excluded will be altered to reflect changes in the Center operating hours. The LCSC will accept faxed LSRs only during posted hours of operation.

     The interval will be the amount of time accrued from receipt of the LSR until normal closing of the center if an LSR is worked using overtime hours.

     In the case of a Partially Mechanized LSR received and worked after normal business hours, the interval will be set at one (1) minute.

- Scheduled OSS Maintenance

Business Rules

The Reject interval is determined for each rejected LSR processed during the reporting period. The Reject interval is the elapsed time from when BellSouth receives LSR until that LSR is rejected back to the CLEC. Elapsed time for each LSR is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of rejected LSRs to produce the reject interval distribution.

An LSR is considered "rejected" when it is submitted electronically but does not pass edit checks in the ordering systems (EDI, TAG, LNP Gateway, LAUTO) and is returned to the CLEC without manual intervention.

Fully Mechanized: There are two types of "Rejects" in the Fully Mechanized category:

A **Fatal Reject** occurs when a CLEC attempts to electronically submit an LSR but required fields are not populated correctly and the request is returned to the CLEC.

An **Auto Clarification** is a valid LSR which is electronically submitted (via EDI or TAG), but is rejected from LAUTO because it does not pass further edit checks for order accuracy. Auto Clarifications are returned without manual intervention.

Partially Mechanized: A valid LSR which electronically submitted (via EDI or TAG), but cannot be processed electronically due to a CLEC error and "falls out" for manual handling. It is then put into "clarification", and sent back to the CLEC.

Total Mechanized: Combination of Fully Mechanized and Partially Mechanized rejects.

Non-Mechanized: A valid LSR which is faxed or mailed to the BellSouth LCSC.

Calculation

Reject Interval = (a - b)

- a = Date & Time of Service Request Rejection
- b = Date & Time of Service Request Receipt

Average Reject Interval = (c ÷ d)

- c = Sum of all Reject Intervals
- d = Total Number of Service Requests Rejected in Reporting Period

---

Reject Interval Distribution = (e ÷ f) X 100

- e = Service Requests Rejected in reported interval
- f = Total Number of Service Requests Rejected in Reporting Period

Report Structure

Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized

- CLEC Specific
- CLEC Aggregate
- State, Region
- Fully Mechanized:
  - $0 - \leq 4$ minutes
  - $>4 - \leq 8$ minutes
  - $>8 - \leq 12$ minutes
  - $>12 - \leq 60$ minutes
  - $0 - \leq 1$ hour
  - $>1 - \leq 4$ hours
  - $>4 - \leq 8$ hours
  - $>8 - \leq 12$ hours
  - $>12 - \leq 16$ hours
  - $>16 - \leq 20$ hours
  - $>20 - \leq 24$ hours
  - > 24 hours
- Partially Mechanized:
  - $0 - \leq 1$ hour
  - $>1 - \leq 4$ hours
  - $>4 - \leq 8$ hours
  - $>8 - \leq 10$ hours
  - $0 - \leq 10$ hours
  - $>10 - \leq 18$ hours
  - $0 - \leq 18$ hours
  - $>18 - \leq 24$ hours
  - > 24 hours
- Non-Mechanized:
  - $0 - \leq 1$ hour
  - $>1 - \leq 4$ hours
  - $>4 - \leq 8$ hours
  - $>8 - \leq 12$ hours
  - $>12 - \leq 16$ hours
  - $>16 - \leq 20$ hours
  - $>20 - \leq 24$ hours
  - $0 - \leq 24$ hours
  - >24 hours
- Average Interval in Days or Hours

Data Retained

Relating to CLEC Experience	Relating to BellSouth Experience
• Report Month • Reject Interval • Total Number of LSRs • Total number of Rejects • State and Region	• Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM LEVEL of Disaggregation	Retail Analog/Benchmark
• LNP • UNE Loop with LNP	• Mechanized: 97% within I Hour • Partially Mechanized: 85% within 24 Hours • Partially Mechanized: 85% within 18 Hours (05/01/01) • Partially Mechanized: 85% within 10 Hours (08/01/01) • Non-Mechanized: 85% within 24 Hours

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

O-15: LNP-Firm Order Confirmation Timeliness Interval Distribution & Firm Order Confirmation Average Interval

Definition

Interval for Return of a Firm Order Confirmation (FOC Interval) is the average response time from receipt of a valid LSR to distribution of a firm order confirmation.

Exclusions

- Rejected LSRs
- Designated Holidays are excluded from the interval calculation.
- LSRs which are identified and classified as "Projects".
- The following hours for Partially Mechanized and Non-mechanized LSRs are excluded from the interval calculation:

   Residence Resale Group – Monday through Saturday 7:00PM until 7:00AM

   From 7:00 PM Saturday until 7:00 AM Monday.

   Business Resale, Complex, UNE Groups – Monday through Friday 6:00PM until 8:00AM

   From 6:00 PM Friday until 8:00 AM Monday.

   The hours excluded will be altered to reflect changes in the Center operating hours. The LCSC will accept faxed LSRs only during posted hours of operation.

   The interval will be the amount of time accrued from receipt of the LSR until normal closing of the center if an LSR is worked using overtime hours.

   In the case of a Partially Mechanized LSR received and worked after normal business hours, the interval will be set at one (1) minute.

- Scheduled OSS Maintenance.

Business Rules

- **Fully Mechanized:** The elapsed time from receipt of a valid electronically submitted LSR (date and time stamp in EDI, LENS or TAG) until the LSR is processed, appropriate service orders are generated and a Firm Order Confirmation is returned to the CLEC via EDI, LENS or TAG.
- **Partially Mechanized:** The elapsed time from receipt of a valid electronically submitted LSR (date and time stamp in EDI, LENS, or TAG) which falls out for manual handling until appropriate service orders are issued by a BellSouth service representative via Direct Order Entry (DOE) or Service Order Negotiation Generation System (SONGS) to SOCS and a Firm Order Confirmation is returned to the CLEC via EDI, LENS, or TAG.
- **Total Mechanized:** Combination of Fully Mechanized and Partially Mechanized LSRs which are electronically submitted by the CLEC.
- **Non-Mechanized:** The elapsed time from receipt of a valid paper LSR (date and time stamp of FAX or date and time paper LSRs received in LCSC) until appropriate service orders are issued by a BellSouth service representative via Direct Order Entry (DOE) or Service Order Negotiation Generation System (SONGS) to SOCS and a Firm Order Confirmation is sent to the CLEC via LON.

Calculation

Firm Order Confirmation Interval = (a - b)

- a = Date & Time of Firm Order Confirmation
- b = Date & Time of Service Request Receipt)

Average FOC Interval = (c ÷ d)

- c = Sum of all FOC Intervals
- d = Total Number of Service Requests Confirmed in Reporting Period

FOC Interval Distribution (for each interval) = (e ÷ f) X 100

- e = Service Requests Confirmed in interval
- f = Total Service Requests Confirmed in the Reporting Period

Report Structure

Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized

- CLEC Specific
- CLEC Aggregate
- State and Region
- Fully Mechanized:
  $0 - \leq 15$ minutes
  $>15 - \leq 30$ minutes
  $>30 - \leq 45$ minutes
  $>45 - \leq 60$ minutes
  $>60 - \leq 90$ minutes
  $>90 - \leq 120$ minutes
  $>120 - \leq 180$ minutes
  $0 - \leq 3$ hours
  $>3 - \leq 6$ hours
  $>6 - \leq 12$ hours
  $>12 - \leq 24$ hours
  $>24 - \leq 48$ hours
  >48 hours
- Partially Mechanized:
  $0 - \leq 4$ hours
  $>4 - \leq 8$ hours
  $>8 - \leq 10$ hours
  $0 - \leq 10$ hours
  $>10 - \leq 18$ hours
  $0 - \leq 18$ hours
  $>18 - \leq 24$ hours
  $0 - \leq 24$ hours
  $>24 - \leq 48$ hours
  > 48 hours
- Non-Mechanized:
  $0 - \leq 4$ hours
  $>4 - \leq 8$ hours
  $>8 - \leq 12$ hours
  $>12 - \leq 16$ hours
  $>16 - \leq 20$ hours
  $>20 - \leq 24$ hours
  $>24 - \leq 36$ hours
  $0 - \leq 36$ hours
  $>36 - \leq 48$ hours
  >48 hours

Data Retained

Relating to CLEC Experience	Relating to BellSouth Experience
Report Month • Total Number of LSRs • Total Number of FOCs • State and Region	• Not Applicable

O-15: LNP-Firm Order Confirmation Timeliness Interval Distribution & Firm Order Confirmation Average Interval

SQM Disaggregation - Analog/Benchmark

SQM LEVEL of Disaggregation	Retail Analog/Benchmark
• LNP • UNE Loop with LNP	• Mechanized: 95% within 3 Hours • Partially Mechanized: 85% within 24 Hours • Partially Mechanized: 85% within 18 Hours (05/01/01) • Partially Mechanized: 85% within 10 Hours (08/01/01) • Non-Mechanized: 85% within 36 hours

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

O-15: LNP-Firm Order Confirmation Timeliness Interval Distribution & Firm Order Confirmation Average Interval

Section 3: Provisioning

P-1: Mean Held Order Interval & Distribution Intervals

Definition

When delays occur in completing CLEC orders, the average period that CLEC orders are held for BellSouth reasons, pending a delayed completion, should be no worse for the CLEC when compared to BellSouth delayed orders. Calculation of the interval is the total days orders are held and pending but not completed that have passed the currently committed due date; divided by the total number of held orders. This report is based on orders still pending, held and past their committed due date at the close of the reporting period. The distribution interval is based on the number of orders held and pending but not completed over 15 and 90 days. (Orders reported in the >90 day interval are also included in the >15 day interval.)

Exclusions

- Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders, Test Orders, etc.)
- Disconnect (D) & From (F) orders
- Orders with appointment code of 'A' for Rural orders.

Business Rules

Mean Held Order Interval: This metric is computed at the close of each report period. The held order interval is established by first identifying all orders, at the close of the reporting interval, that both have not been reported as completed in SOCS and have passed the currently committed due date for the order. For each such order, the number of calendar days between the earliest committed due date on which BellSouth had a company missed appointment and the close of the reporting period is established and represents the held order interval for that particular order. The held order interval is accumulated by the standard groupings, unless otherwise noted, and the reason for the order being held. The total number of days accumulated in a category is then divided by the number of held orders within the same category to produce the mean held order interval. The interval is by calendar days with no exclusions for Holidays or Sundays.

CLEC Specific reporting is by type of held order (facilities, equipment, other), total number of orders held, and the total and average days.

Held Order Distribution Interval: This measure provides data to report total days held and identifies these in categories of >15 days and > 90 days. (Orders counted in >90 days are also included in > 15 days).

Calculation

Mean Held Order Interval = a ÷ b

- a = Sum of held-over-days for all Past Due Orders Held for the reporting period
- b = Number of Past Due Orders Held and Pending But Not Completed and past the committed due date

Held Order Distribution Interval (for each interval) = (c ÷ d) X 100

- c = # of Orders Held for ≥ 15 days or # of Orders Held for ≥ 90 days
- d = Total # of Past Due Orders Held and Pending But Not Completed)

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Circuit Breakout < 10, ≥ 10 (except trunks)

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report month • CLEC Order Number and PON (PON) • Order Submission Date (TICKET_ID) • Committed Due Date (DD) • Service Type (CLASS_SVC_DESC) • Hold Reason • Total line/circuit count • Geographic Scope **Note**: Code in parentheses is the corresponding header found in the raw data file.	• Report month • BellSouth Order Number • Order Submission Date • Committed Due Date • Service Type • Hold Reason • Total line/circuit count • Geographic Scope

SQM Disaggregation - Analog/Benchmark

SQM LEVEL of Disaggregation	SQM Retail Analog/Benchmark
• Resale Residence	• Retail Residence
• Resale Business	• Retail Business
• Resale Design	• Retail Design
• Resale PBX	• Retail PBX
• Resale Centrex	• Retail Centrex
• Resale ISDN	• Retail ISDN
• LNP (Standalone)	• Retail Residence and Business (POTS)
• INP (Standalone)	• Retail Residence and Business (POTS)
• 2W Analog Loop Design	• Retail Residence and Business Dispatch
• 2W Analog Loop-Non-Design	• Retail Residence and Business - POTS Excluding Switch-Based Orders
• 2W Analog Loop w/LNP - Design	• Retail Residence and Business Dispatch
• 2W Analog Loop w/LNP- Non-Design	• Retail Residence and Business - POTS Excluding Switch-Based Orders
• 2W Analog Loop w/INP-Design	• Retail Residence and Business Dispatch
• 2W Analog Loop w/INP-Non-Design	• Retail Residence and Business - POTS Excluding Switch-Based Orders
• UNE Digital Loop < DS1	• Retail Digital Loop < DS1
• UNE Digital Loop ≥ DS1	• Retail Digital Loop ≥ DS1
• UNE Loop + Port Combinations	• Retail Residence and Business
• UNE Switch Ports	• Retail Residence and Business (POTS)
• UNE Combo Other	• Retail Residence, Business and Design Dispatch
• UNE xDSL (HDSL, ADSL and UCL)	• ADSL Provided to Retail
• UNE ISDN	• Retail ISDN - BRI
• UNE Line Sharing	• ADSL Provided to Retail
• UNE Other Design	• Retail Design
• UNE Other Non-Design	• Retail Residence and Business
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice
• Local Interconnection Trunks	• Parity with Retail

P-1: Mean Held Order Interval & Distribution Intervals

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

P-2: Average Jeopardy Notice Interval & Percentage of Orders Given Jeopardy Notices

Definition

When BellSouth can determine in advance that a committed due date is in jeopardy for facility delay, it will provide advance notice to the CLEC.

The interval is from the date/time the notice is released to the CLEC/BellSouth systems until 5pm on the commitment date of the order. The Percent of Orders is the percentage of orders given jeopardy notices for facility delay in the count of orders confirmed in the report period.

Exclusions

- Orders held for CLEC end user reasons
- Disconnect (D) & From (F) orders
- Non-Dispatch Orders

Business Rules

When BellSouth can determine in advance that a committed due date is in jeopardy for facility delay, it will provide advance notice to the CLEC. The number of committed orders in a report period is the number of orders that have a due date in the reporting period. Jeopardy notices for interconnection trunks results are usually zero as these trunks seldom experience facility delays. The Committed due date is considered the Confirmed due date. This report measures dispatched orders only. If an order is originally sent as non-dispatch and it is determined there is a facility delay, the order is converted to a dispatch code so the facility problem can be corrected. It will remain coded dispatched until completion.

Calculation

Jeopardy Interval = a - b

- a = Date and Time of Jeopardy Notice
- b = Date and Time of Scheduled Due Date on Service Order

Average Jeopardy Interval = c ÷ d

- c = Sum of all jeopardy intervals
- d = Number of Orders Notified of Jeopardy in Reporting Period

Percent of Orders Given Jeopardy Notice = (e ÷ f) X 100

- e = Number of Orders Given Jeopardy Notices in Reporting Period
- f = Number of Orders Confirmed (due) in Reporting Period)

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Dispatch Orders
- Mechanized Orders
- Non-Mechanized Orders

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month • CLEC Order Number and PON • Date and Time Jeopardy Notice Sent • Committed Due Date • Service Type **Note:** Code in parentheses is the corresponding header found in the raw data file.	• Report Month • BellSouth Order Number • Date and Time Jeopardy Notice Sent • Committed Due Date • Service Type

SQM Disaggregation - Analog/Benchmark

SQM LEVEL of Disaggregation	SQM Retail Analog/Benchmark:
% Orders Given Jeopardy Notice	
• Resale Residence	• Retail Residence
• Resale Business	• Retail Business
• Resale Design	• Retail Design
• Resale PBX	• Retail PBX
• Resale Centrex	• Retail Centrex
• Resale ISDN	• Retail ISDN
• LNP (Standalone)	• Retail Residence and Business (POTS)
• INP (Standalone)	• Retail Residence and Business (POTS)
• 2W Analog Loop Design	• Retail Residence and Business Dispatch
• 2W Analog Loop Non-Design	• Retail Residence and Business - (POTS Excluding Switch-Based Orders)
• 2W Analog Loop w/LNP Design	• Retail Residence and Business Dispatch
• 2W Analog Loop w/LNP Non-Design	• Retail Residence and Business - (POTS Excluding Switch-Based Orders)
• 2W Analog Loop w/INP Design	• Retail Residence and Business Dispatch
• 2W Analog Loop w/INP Non-Design	• Retail Residence and Business (POTS Excluding Switch-Based Orders)
• UNE Digital Loop < DS1	• Retail Digital Loop < DS1
• UNE Digital Loop $\geq$ DS1	• Retail Digital Loop ≥ DS1
• UNE Loop + Port Combinations	• Retail Business and Residence
• UNE Switch Ports	• Retail Residence and Business (POTS)
• UNE Combo Other	• Retail Residence, Business and Design Dispatch
• UNE xDSL (HDSL, ADSL and UCL)	• ADSL Provided to Retail
• UNE ISDN	• Retail ISDN BRI
• UNE Line Sharing	• ADSL Provided to Retail
• UNE Other Design	• Retail Design
• UNE Other Non -Design	• Retail Residence and Business
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice
• Local Interconnection Trunks	• Parity with Retail
• Average Jeopardy Notice Interval	• 95% $\geq$ 48 Hours