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

guy.hicks@bellsouth.com

T.R.A. DOCKET ROOM

Guy M. Hicks
General Counsel

615 214 6301
Fax 615 214 7406

July 5, 2005

VIA HAND DELIVERY

Hon. Ron Jones
Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

Re *Approval of the Resale Agreement Negotiated by BellSouth Telecommunications, Inc. and Universal Telecom, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*
Docket No. 05-00179

Dear Chairman Jones:

Enclosed are six paper copies and a CD Rom of the executed Resale Agreement between BellSouth Telecommunications, Inc. and Universal Telecom, Inc. for approval by the Tennessee Regulatory Authority.

Thank you for your attention to this matter.

Sincerely yours,

A large, stylized handwritten signature in black ink, appearing to be "Guy M. Hicks".

Guy M. Hicks

cc: Jennifer Sibrary, Universal Telecom, Inc.

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

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

Docket No. _____

PETITION FOR APPROVAL OF RESALE AGREEMENT
NEGOTIATED BETWEEN
BELLSOUTH TELECOMMUNICATIONS, INC. AND
UNIVERSAL TELECOM, INC.
PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

COME NOW, Universal Telecom, Inc. ("Universal Telecom") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Resale Agreement dated effective June 9, 2005 (referred to as the "Agreement") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 (the "Act"). In support of their request, Universal Telecom and BellSouth state the following:

1. Universal Telecom and BellSouth have successfully negotiated an Agreement providing for the resale of BellSouth's telecommunications services to Universal Telecom. A copy of the Resale Agreement is attached hereto and incorporated herein by reference.
2. Pursuant to Section 252(e) of the Telecommunications Act of 1996, Universal Telecom and BellSouth are submitting their Agreement to the TRA for its consideration and approval.
3. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Agreement between Universal Telecom and BellSouth within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications

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

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

5. Pursuant to 47 USC Section 252(i) and 47 C.F.R. Section 51.809, BellSouth shall make available the entire Agreement approved pursuant to 47 USC Section 252.

Universal Telecom and BellSouth respectfully request that the TRA approve the Agreement negotiated between the parties.

This 5th day of July, 2005.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

By: 

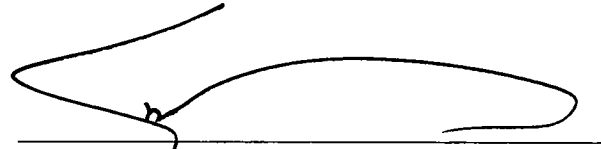
Guy M. Hicks
333 Commerce Street, Suite 2101
Nashville, Tennessee 37201-3300
(615) 214-6301
Attorney for BellSouth

CERTIFICATE OF SERVICE

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Resale Agreement on the following via United States Mail this the 5th day of

July, 2005:

Jennifer Sibray
Universal Telecom, Inc.
100 W. Adams Street, Suite 200
P.O. Box 679
LaGrange, KY 40031



Guy M. Hicks

BELLSOUTH® / CLEC Agreement

Customer Name: Universal Telecom, Inc.

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Resale Agreement
Between
BellSouth Telecommunications, Inc.
And
Universal Telecom, Inc.

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AGREEMENT GENERAL TERMS AND CONDITIONS

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., (BellSouth), a Georgia corporation, and Universal Telecom, Inc. (Universal Telecom, Inc), a Kentucky corporation, and shall be effective on the Effective Date, as defined herein. This Agreement may refer to either BellSouth or Universal Telecom, Inc or both as a “Party” or “Parties.”

W I T N E S S E T H

WHEREAS, BellSouth is a local exchange telecommunications company authorized to provide Telecommunications Services (as defined below) in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee; and

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

WHEREAS, pursuant to Sections 251 and 252 of the Act; Universal Telecom, Inc wishes to purchase certain services from BellSouth; and

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

Definitions

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

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

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

Effective Date is defined as the date that the Agreement is effective for purposes of rates, terms and conditions and shall be thirty (30) days after the date of the last signature executing the Agreement. Future amendments for rate changes will also

be effective thirty (30) days after the date of the last signature executing the amendment.

End User means the ultimate user of the Telecommunications Service.

FCC means the Federal Communications Commission.

Telecommunications means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

Telecommunications Service means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

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

1. CLEC Certification

- 1.1 Universal Telecom, Inc agrees to provide BellSouth in writing Universal Telecom, Inc's CLEC certification for all states covered by this Agreement except Kentucky prior to BellSouth filing this Agreement with the appropriate Commission for approval.
- 1.2 To the extent Universal Telecom, Inc is not certified as a CLEC in each state covered by this Agreement as of the execution hereof, Universal Telecom, Inc may not purchase services hereunder in that state. Universal Telecom, Inc will notify BellSouth in writing and provide CLEC certification when it becomes certified to operate in any other state covered by this Agreement and upon receipt thereof, Universal Telecom, Inc may thereafter purchase services pursuant to this Agreement in that state. BellSouth will file this Agreement with the appropriate Commission for approval.
- 1.3 Should Universal Telecom, Inc's certification in any state be rescinded or otherwise terminated, BellSouth may, at its election, terminate this Agreement immediately and all monies owed on all outstanding invoices shall become due, and BellSouth may refuse to provide services hereunder in that state until certification is reinstated in that state, provided such notification is made prior to expiration of the initial term of this Agreement. Universal Telecom, Inc shall provide an effective certification to do business issued by the secretary of state or equivalent authority in each state covered by this Agreement.

2. Term of the Agreement

- 2.1 The initial term of this Agreement shall be three years, beginning on the Effective Date and shall apply to the BellSouth territory in the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee. Notwithstanding any prior agreement of the Parties, the rates, terms and conditions of this Agreement shall not be applied retroactively prior to the Effective Date.
- 2.2 The Parties agree that by no earlier than two hundred seventy (270) days and no later than one hundred and eighty (180) days prior to the expiration of the initial term of this Agreement, they shall commence negotiations for a new agreement to be effective beginning on the expiration date of this Agreement (Subsequent Agreement). If as of the expiration of the initial term of this Agreement, a Subsequent Agreement has not been executed by the Parties, then except as set forth in Sections 2.3.1 and 2.3.2 below, this Agreement shall continue on a month-to-month basis while a Subsequent Agreement is being negotiated. The Parties' rights and obligations with respect to this Agreement after expiration of the initial term shall be as set forth in Section 2.3 below.
- 2.3 If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in Section 2.2 above, the Parties are unable to negotiate new terms, conditions and prices for a Subsequent Agreement, either Party may petition the Commission to establish appropriate rates, terms and conditions for the Subsequent Agreement pursuant to 47 U.S.C. 252.
- 2.3.1 Universal Telecom, Inc may request termination of this Agreement only if it is no longer purchasing services pursuant to this Agreement. Except as set forth in Section 2.3.2 below, notwithstanding the foregoing, in the event that as of the date of expiration of the initial term of this Agreement and conversion of this Agreement to a month-to-month term, the Parties have not entered into a Subsequent Agreement and no arbitration proceeding has been filed in accordance with 2.3 above, then BellSouth may terminate this Agreement upon sixty (60) days notice to Universal Telecom, Inc. In the event that BellSouth terminates this Agreement as provided above, BellSouth shall continue to offer services to Universal Telecom, Inc pursuant to the rates, terms and conditions set forth in BellSouth's then current standard resale stand-alone agreement. In the event that BellSouth's standard resale stand-alone agreement becomes effective between the Parties, the Parties may continue to negotiate a Subsequent Agreement.
- 2.3.2 Notwithstanding Section 2.3 above, in the event that as of the expiration of the initial term of this Agreement the Parties have not entered into a Subsequent Agreement and no arbitration proceeding has been filed in accordance with Section 2.2 above and BellSouth is not providing any services under this Agreement as of the date of expiration of the initial term of this Agreement, then this Agreement shall not continue on a month to month basis but shall be deemed terminated as of the expiration date hereof.

- 2.4 In addition to as otherwise set forth in this Agreement, BellSouth reserves the right to suspend access to ordering systems, refuse to process additional or pending applications for service, or terminate service in the event of prohibited, unlawful or improper use of BellSouth's facilities or service, abuse of BellSouth's facilities or any other material breach of this Agreement, and all monies owed on all outstanding invoices shall become due.
- 2.5 If, at any time during the term of this Agreement, BellSouth is unable to contact Universal Telecom, Inc pursuant to the Notices provision hereof or any other contact information provided by Universal Telecom, Inc under this Agreement, and there are no active services being provisioned under this Agreement, then BellSouth may, at its discretion, terminate this Agreement, without any liability whatsoever, upon sending of notification to Universal Telecom, Inc pursuant to the Notices section hereof.

3. Parity

When Universal Telecom, Inc purchases Telecommunications Services from BellSouth pursuant to Attachment 1 of this Agreement for the purposes of resale to End Users, such services shall be equal in quality, subject to the same conditions, and provided within the same provisioning time intervals that BellSouth provides to others, including its End Users.

4 Court Ordered Requests for Call Detail Records and Other Subscriber Information

- 4.1 Subpoenas Directed to BellSouth. Where BellSouth provides resold services for Universal Telecom, Inc, or, if applicable under this Agreement, switching, BellSouth shall respond to subpoenas and court ordered requests delivered directly to BellSouth for the purpose of providing call detail records when the targeted telephone numbers belong to Universal Telecom, Inc End Users. Billing for such requests will be generated by BellSouth and directed to the law enforcement agency initiating the request. BellSouth shall maintain such information for Universal Telecom, Inc End Users for the same length of time it maintains such information for its own End Users.
- 4.2 Subpoenas Directed to Universal Telecom, Inc. Where BellSouth is providing resold services to Universal Telecom, Inc, or, if applicable under this Agreement, switching, then Universal Telecom, Inc agrees that in those cases where Universal Telecom, Inc receives subpoenas or court ordered requests regarding targeted telephone numbers belonging to Universal Telecom, Inc End Users, and where Universal Telecom, Inc does not have the requested information, Universal Telecom, Inc will advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to BellSouth for handling in accordance with 4.1 above.

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

5 Liability and Indemnification

- 5.1 Universal Telecom, Inc Liability. In the event that Universal Telecom, Inc consists of two (2) or more separate entities as set forth in this Agreement and/or any Amendments hereto, or any third party places orders under this Agreement using Universal Telecom, Inc's company codes or identifiers, all such entities shall be jointly and severally liable for the obligations of Universal Telecom, Inc under this Agreement.
- 5.2 Liability for Acts or Omissions of Third Parties. BellSouth shall not be liable to Universal Telecom, Inc for any act or omission of another entity providing any services to Universal Telecom, Inc.
- 5.3 Limitation of Liability. Except for any indemnification obligations of the Parties hereunder, each Party's liability to the other for any loss, cost, claim, injury, liability or expense, including reasonable attorneys' fees relating to or arising out of any cause whatsoever, whether based in contract, negligence or other tort, strict liability or otherwise, relating to the performance of this Agreement, shall not exceed a credit for the actual cost of the services or functions not performed or improperly performed. Any amounts paid to Universal Telecom, Inc pursuant to Attachment 4 hereof shall be credited against any damages otherwise payable to Universal Telecom, Inc pursuant to this Agreement.
- 5.3.1 Limitations in Tariffs. A Party may, in its sole discretion, provide in its tariffs and contracts with its End Users and third parties that relate to any service, product or function provided or contemplated under this Agreement, that to the maximum extent permitted by Applicable Law, such Party shall not be liable to the End User or third party for (i) any loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged that applicable person for the service, product or function that gave rise to such loss and (ii) consequential damages. To the extent that a Party elects not to place in its tariffs or contracts such limitations of liability, and the other Party incurs a loss as a result thereof, such Party shall, except to the extent caused by the other Party's gross negligence or willful misconduct, indemnify and reimburse the other Party for that portion of the loss that would have been limited had the first Party included in its tariffs and contracts the limitations of liability that such other Party included in its own tariffs at the time of such loss.
- 5.3.2 Neither BellSouth nor Universal Telecom, Inc shall be liable for damages to the other Party's terminal location, equipment or End User premises resulting from the furnishing of a service, including, but not limited to, the installation and removal of

equipment or associated wiring, except to the extent caused by a Party's negligence or willful misconduct or by a Party's failure to ground properly a local loop after disconnection.

- 5.3.3 Under no circumstance shall a Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data. In connection with this limitation of liability, each Party recognizes that the other Party may, from time to time, provide advice, make recommendations, or supply other analyses related to the services or facilities described in this Agreement, and, while each Party shall use diligent efforts in this regard, the Parties acknowledge and agree that this limitation of liability shall apply to provision of such advice, recommendations, and analyses.
- 5.3.4 To the extent any specific provision of this Agreement purports to impose liability, or limitation of liability, on either Party different from or in conflict with the liability or limitation of liability set forth in this Section, then with respect to any facts or circumstances covered by such specific provisions, the liability or limitation of liability contained in such specific provision shall apply.
- 5.4 Indemnification for Certain Claims. Except to the extent caused by the indemnified Party's gross negligence or willful misconduct, the Party providing services hereunder, its Affiliates and its parent company, shall be indemnified, defended and held harmless by the Party receiving services hereunder against any claim, loss or damage arising from the receiving Party's use of the services provided under this Agreement pertaining to (1) claims for libel, slander or invasion of privacy arising from the content of the receiving Party's own communications, or (2) any claim, loss or damage claimed by the End User of the Party receiving services arising from such company's use or reliance on the providing Party's services, actions, duties, or obligations arising out of this Agreement.
- 5.5 Disclaimer. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, OR FACILITIES PROVIDED UNDER THIS AGREEMENT. THE PARTIES DISCLAIM, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

6 Intellectual Property Rights and Indemnification

- 6.1 No License. Except as expressly set forth in Section 6.2, no patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. The Parties are strictly prohibited from any use, including but not limited to, in the selling, marketing, promoting or advertising of telecommunications services, of any name, service mark, logo or trademark (collectively, the “Marks”) of the other Party. The Marks include those Marks owned directly by a Party or its Affiliate(s) and those Marks that a Party has a legal and valid license to use. The Parties acknowledge that they are separate and distinct and that each provides a separate and distinct service and agree that neither Party may, expressly or impliedly, state, advertise or market that it is or offers the same service as the other Party or engage in any other activity that may result in a likelihood of confusion between its own service and the service of the other Party.
- 6.2 Ownership of Intellectual Property. Any intellectual property that originates from or is developed by a Party shall remain the exclusive property of that Party. Except for a limited, non-assignable, non-exclusive, non-transferable license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right, now or hereafter owned, controlled or licensable by a Party, is granted to the other Party. Neither shall it be implied nor arise by estoppel. Any trademark, copyright or other proprietary notices appearing in association with the use of any facilities or equipment (including software) shall remain on the documentation, material, product, service, equipment or software. It is the responsibility of each Party to ensure at no additional cost to the other Party that it has obtained any necessary licenses in relation to intellectual property of third Parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement.
- 6.3 Intellectual Property Remedies
- 6.3.1 Indemnification. The Party providing a service pursuant to this Agreement will defend the Party receiving such service or data provided as a result of such service against claims of infringement arising solely from the use by the receiving Party of such service in the manner contemplated under this Agreement and will indemnify the receiving Party for any damages awarded based solely on such claims in accordance with Section 5 preceding.
- 6.3.2 Claim of Infringement. In the event that use of any facilities or equipment (including software), becomes, or in the reasonable judgment of the Party who owns the affected network is likely to become, the subject of a claim, action, suit, or proceeding based on intellectual property infringement, then said Party, promptly and at its sole expense and sole option, but subject to the limitations of liability set forth below, shall:

- 6.3.2.1 modify or replace the applicable facilities or equipment (including software) while maintaining form and function, or
- 6.3.2.2 obtain a license sufficient to allow such use to continue.
- 6.3.2.3 In the event Section 6.3.2.1 or 6.3.2.2 are commercially unreasonable, then said Party may terminate, upon reasonable notice, this contract with respect to use of, or services provided through use of, the affected facilities or equipment (including software), but solely to the extent required to avoid the infringement claim.
- 6.3.3 Exception to Obligations. Neither Party's obligations under this Section shall apply to the extent the infringement is caused by: (i) modification of the facilities or equipment (including software) by the indemnitee; (ii) use by the indemnitee of the facilities or equipment (including software) in combination with equipment or facilities (including software) not provided or authorized by the indemnitor, provided the facilities or equipment (including software) would not be infringing if used alone; (iii) conformance to specifications of the indemnitee which would necessarily result in infringement; or (iv) continued use by the indemnitee of the affected facilities or equipment (including software) after being placed on notice to discontinue use as set forth herein.
- 6.3.4 Exclusive Remedy. The foregoing shall constitute the Parties' sole and exclusive remedies and obligations with respect to a third party claim of intellectual property infringement arising out of the conduct of business under this Agreement.
- 6.3.5 Dispute Resolution. Any claim arising under Section 6.1 and 6.2 shall be excluded from the dispute resolution procedures set forth in Section 8 and shall be brought in a court of competent jurisdiction.

7 Proprietary and Confidential Information

- 7.1 Proprietary and Confidential Information. It may be necessary for BellSouth and Universal Telecom, Inc, each as the "Discloser," to provide to the other Party, as "Recipient," certain proprietary and confidential information (including trade secret information) including but not limited to technical, financial, marketing, staffing and business plans and information, strategic information, proposals, request for proposals, specifications, drawings, maps, prices, costs, costing methodologies, procedures, processes, business systems, software programs, techniques, customer account data, call detail records and like information (collectively the "Information"). All such Information conveyed in writing or other tangible form shall be clearly marked with a confidential or proprietary legend. Information conveyed orally by the Discloser to Recipient shall be designated as proprietary and confidential at the time of such oral conveyance, shall be reduced to writing by the Discloser within forty-five (45) days thereafter, and shall be clearly marked with a confidential or proprietary legend.

- 7.2 Use and Protection of Information. Recipient agrees to protect such Information of the Discloser provided to Recipient from whatever source from distribution, disclosure or dissemination to anyone except employees of Recipient with a need to know such Information solely in conjunction with Recipient's analysis of the Information and for no other purpose except as authorized herein or as otherwise authorized in writing by the Discloser. Recipient will not make any copies of the Information inspected by it.
- 7.3 Exceptions. Recipient will not have an obligation to protect any portion of the Information which:
- 7.3.1 (a) is made publicly available by the Discloser or lawfully by a nonparty to this Agreement; (b) is lawfully obtained by Recipient from any source other than Discloser; (c) is previously known to Recipient without an obligation to keep it confidential; or (d) is released from the terms of this Agreement by Discloser upon written notice to Recipient.
- 7.4 Recipient agrees to use the Information solely for the purposes of negotiations pursuant to 47 U.S.C. 251 or in performing its obligations under this Agreement and for no other entity or purpose, except as may be otherwise agreed to in writing by the Parties. Nothing herein shall prohibit Recipient from providing information requested by the FCC or a state regulatory agency with jurisdiction over this matter, or to support a request for arbitration or an allegation of failure to negotiate in good faith.
- 7.5 Recipient agrees not to publish or use the Information for any advertising, sales or marketing promotions, press releases, or publicity matters that refer either directly or indirectly to the Information or to the Discloser or any of its affiliated companies.
- 7.6 The disclosure of Information neither grants nor implies any license to the Recipient under any trademark, patent, copyright, application or other intellectual property right that is now or may hereafter be owned by the Discloser.
- 7.7 Survival of Confidentiality Obligations. The Parties' rights and obligations under this Section 7 shall survive and continue in effect until two (2) years after the expiration or termination date of this Agreement with regard to all Information exchanged during the term of this Agreement. Thereafter, the Parties' rights and obligations hereunder survive and continue in effect with respect to any Information that is a trade secret under applicable law.

8 Resolution of Disputes

Except as otherwise stated in this Agreement, if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the aggrieved Party, if it elects to pursue resolution of the dispute, shall petition the Commission for a resolution of the

dispute. However, each Party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement.

9 Taxes

9.1 Definition. For purposes of this Section, the terms “taxes” and “fees” shall include but not be limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments therefore, excluding any taxes levied on income.

9.2 Taxes and Fees Imposed Directly On Either Providing Party or Purchasing Party. Taxes and fees imposed on the providing Party, which are not permitted or required to be passed on by the providing Party to its customer, shall be borne and paid by the providing Party.

9.2.1 Taxes and fees imposed on the purchasing Party, which are not required to be collected and/or remitted by the providing Party, shall be borne and paid by the purchasing Party.

9.3 Taxes and Fees Imposed on Purchasing Party But Collected And Remitted By Providing Party. Taxes and fees imposed on the purchasing Party shall be borne by the purchasing Party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing Party.

9.3.1 To the extent permitted by applicable law, any such taxes and/or fees shall be shown on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.

9.3.2 If the purchasing Party determines that in its opinion any such taxes or fees are not payable, the providing Party shall not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefor, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to be payable, or any such tax or fee that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its own expense. In any such contest, the purchasing Party shall promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the taxing authority.

- 9.3.3 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
- 9.3.4 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 9.3.5 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.
- 9.3.6 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.
- 9.4 Taxes and Fees Imposed on Providing Party But Passed On To Purchasing Party. Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its customer, shall be borne by the purchasing Party.
- 9.4.1 To the extent permitted by applicable law, any such taxes and/or fees shall be shown on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.
- 9.4.2 If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee. Notwithstanding the foregoing, the providing Party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing Party shall abide by such determination and pay such taxes or fees to the providing Party. The providing Party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes and fees; provided, however, that any such contest undertaken at the request of the purchasing Party shall be at the purchasing Party's expense.

- 9.4.3 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
- 9.4.4 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 9.4.5 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorneys' fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.
- 9.4.6 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.
- 9.5 Mutual Cooperation. In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

10 Force Majeure

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

11 Adoption of Agreements

Pursuant to 47 USC § 252(i) and 47 C.F.R. § 51.809, BellSouth shall make available to Universal Telecom, Inc any entire resale agreement filed and approved pursuant to 47 USC § 252. The adopted agreement shall apply to the same states as the agreement that was adopted, and the term of the adopted agreement shall expire on the same date as set forth in the agreement that was adopted.

12 Modification of Agreement

12.1 If Universal Telecom, Inc changes its name or makes changes to its company structure or identity due to a merger, acquisition, transfer or any other reason, it is the responsibility of Universal Telecom, Inc to notify BellSouth of said change, request that an amendment to this Agreement, if necessary, be executed to reflect said change and notify the appropriate state commission of such modification of company structure in accordance with the state rules governing such modification in company structure if applicable. Additionally, Universal Telecom, Inc shall provide BellSouth with any necessary supporting documentation.

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

12.3 In the event that any effective legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of Universal Telecom, Inc or BellSouth to perform any material terms of this Agreement, Universal Telecom, Inc or BellSouth may, on thirty (30) days' written notice, require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within forty-five (45) days after such notice, and either Party elects to pursue resolution of such amendment such Party shall pursue the Dispute Resolution procedure set forth in this Agreement.

13 Legal Rights

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

14 Indivisibility

Subject to Section 15 (Severability), the Parties intend that this Agreement be indivisible and nonseverable, and each of the Parties acknowledges that it has assented to all of the covenants and promises in this Agreement as a single whole

and that all of such covenants and promises, taken as a whole, constitute the essence of the contract. Without limiting the generality of the foregoing, each of the Parties acknowledges that any provision by BellSouth of collocation space under this Agreement is solely for the purpose of facilitating the provision of other services under this Agreement and that neither Party would have contracted with respect to the provisioning of collocation space under this Agreement if the covenants and promises of the other Party with respect to the other services provided under this Agreement had not been made. The Parties further acknowledge that this Agreement is intended to constitute a single transaction, that the obligations of the Parties under this Agreement are interdependent, and that payment obligations under this Agreement are intended to be recouped against other payment obligations under this Agreement.

15 Severability

If any provision of this Agreement, or part thereof, shall be held invalid or unenforceable in any respect, the remainder of the Agreement or provision shall not be affected thereby, provided that the Parties shall negotiate in good faith to reformulate such invalid provision, or part thereof, or related provision, to reflect as closely as possible the original intent of the parties, consistent with applicable law, and to effectuate such portions thereof as may be valid without defeating the intent of such provision. In the event the Parties are unable to mutually negotiate such replacement language, either Party may elect to pursue the dispute resolution process set forth in Section 8.

16 Non-Waivers

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

17 Governing Law

Where applicable, this Agreement shall be governed by and construed in accordance with federal and state substantive telecommunications law, including rules and regulations of the FCC and appropriate Commission. In all other respects, this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia without regard to its conflict of laws principles.

18 Assignments and Transfers

- 18.1 Any assignment by either Party to any entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent

of the other Party shall be void. The assignee must provide evidence of a Commission approved certification to provide Telecommunications Service in each state that Universal Telecom, Inc is entitled to provide Telecommunications Service. After BellSouth's consent, the Parties shall amend this Agreement to reflect such assignments and shall work cooperatively to implement any changes required due to such assignment. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations. Notwithstanding anything to the contrary in this Section, Universal Telecom, Inc shall not be permitted to assign this Agreement in whole or in part to any entity unless either (1) Universal Telecom, Inc pays all bills, past due and current, under this Agreement, or (2) Universal Telecom, Inc's assignee expressly assumes liability for payment of such bills.

- 18.2 In the event that Universal Telecom, Inc desires to transfer any services hereunder to another provider of Telecommunications Service, or Universal Telecom, Inc desires to assume hereunder any services provisioned by BellSouth to another provider of Telecommunications Service, such transfer of services shall be subject to separately negotiated rates, terms and conditions.

19 Notices

- 19.1 With the exception of billing notices, governed by Attachment 3, every notice, consent or approval of a legal nature, required or permitted by this Agreement shall be in writing and shall be delivered either by hand, by overnight courier or by US mail postage prepaid, or email if an email address is listed below, addressed to:

BellSouth Telecommunications, Inc.

BellSouth Local Contract Manager
600 North 19th Street, 10th floor
Birmingham, AL 35203

and

ICS Attorney
Suite 4300
675 West Peachtree Street
Atlanta, GA 30375

Universal Telecom, Inc.
Jennifer Sibray
100 W Adams Street, Ste 200
P.O. Box 679
LaGrange, KY 40031
JenniferS@UniversalTelecominc.com

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

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

19.3 Notwithstanding the above, BellSouth will post to BellSouth's Interconnection Web site changes to business processes and policies and shall post to BellSouth's Interconnection Web site or submit through applicable electronic systems, other service and business related notices not requiring an amendment to this Agreement.

20 Rule of Construction

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

21 Headings of No Force or Effect

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

22 Multiple Counterparts

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

23 Filing of Agreement

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

Telecom, Inc. Notwithstanding the foregoing, this Agreement shall not be submitted for approval by the appropriate state regulatory agency unless and until such time as Universal Telecom, Inc is duly certified as a local exchange carrier in such state, except as otherwise required by a Commission.

24 Compliance with Law

The Parties have negotiated their respective rights and obligations pursuant to substantive Federal and State Telecommunications law and this Agreement is intended to memorialize the Parties' mutual agreement with respect to each Party's rights and obligations under the Act and applicable FCC and Commission orders, rules and regulations. Nothing contained herein, nor any reference to applicable rules and orders, is intended to expand on the Parties' rights and obligations as set forth herein. To the extent the provisions of this Agreement differ from the provisions of any Federal or State Telecommunications statute, rule or order, this Agreement shall control. Each Party shall comply at its own expense with all other laws of general applicability.

25 Necessary Approvals

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

26 Good Faith Performance

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

27. Rates

27.1 Universal Telecom, Inc shall pay the charges set forth in this Agreement. In the event that BellSouth is unable to bill the applicable rate or no rate is established or included in this Agreement for any services provided pursuant to this Agreement, BellSouth reserves the right to back bill Universal Telecom, Inc for such rate or for the difference between the rate actually billed and the rate that should have been billed pursuant to this Agreement. To the extent a rate element is omitted or no rate is established, BellSouth has the right not to provision such service until the Agreement is amended to include such rate.

27.2 To the extent Universal Telecom, Inc requests services not included in this Agreement, such services shall be provisioned pursuant to the rates, terms and conditions set forth in the applicable tariffs or a separately negotiated Agreement.

28 Rate True-Up

28.1 This section applies to rates that are expressly designated as subject to true-up under this Agreement.

28.2 The designated true-up rates shall be trued-up, either up or down, based on final prices determined either by further agreement between the Parties, or by a final and effective order of the Commission. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with the designated true-up rates for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the true-up can be based, and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such true-up, the Parties shall submit the matter to the Dispute Resolution process in accordance with the provisions of this Agreement.

28.3 A final and effective order of the Commission that forms the basis of a true-up shall be based upon cost studies submitted by either or both Parties to the Commission and shall be binding upon BellSouth and Universal Telecom, Inc specifically or upon all carriers generally, such as a generic cost proceeding.

29 Survival

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

30 Entire Agreement

30.1 This Agreement means the General Terms and Conditions, the Attachments identified in Section 30.2 below, and all documents identified therein, as such may be amended from time to time and which are incorporated herein by reference, all of which, when taken together, are intended to constitute one indivisible agreement. This Agreement sets forth the entire understanding and supersedes prior agreements between the Parties relating to the subject matter contained in this Agreement and merges all prior discussions between them. Any orders placed under prior agreements between the Parties shall be governed by the terms of this Agreement and Universal Telecom, Inc acknowledges and agrees that any and all amounts and obligations owed for services provisioned or orders placed under prior agreements between the Parties, related to the subject matter hereof, shall be due and owing under this Agreement and be governed by the terms and conditions

of this Agreement as if such services or orders were provisioned or placed under this Agreement. Neither Party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

30.2 This Agreement includes Attachments with provisions for the following:

Resale
Pre-Ordering, Ordering, Provisioning, Maintenance and Repair
Billing
Performance Measurements
BellSouth Disaster Recovery Plan
Bona Fide Request/New Business Request Process

30.3 Any reference throughout this Agreement to a tariff, industry guideline, BellSouth's technical guideline or reference, BellSouth business rule, guide or other such document containing processes or specifications applicable to the services provided pursuant to this agreement, shall be construed to refer to only those provisions thereof that are applicable to these services, and shall include any successor or replacement versions thereof, all as they are amended from time to time and all of which are incorporated herein by reference. References to state tariffs throughout this Agreement shall be to the tariff for the state in which the services were provisioned.

Resale Agreement
General Terms and Conditions
Signature Page

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

BellSouth Telecommunications, Inc.

By: Kristen E. Rowe

Name: Kristen E. Rowe

Title: Director

Date: 5/10/05

Universal Telecom, Inc.

By: David Wigginton

Name: David Wigginton

Title: President

Date: 05/02/05

Attachment 1

Resale

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RESALE

1. Discount Rates

- 1.1 The discount rates applied to Universal Telecom, Inc purchases of BellSouth Telecommunications Services for the purpose of resale shall be as set forth in Exhibit D. Such discounts have been determined by the applicable Commission to reflect the costs avoided by BellSouth when selling a service for wholesale purposes.
- 1.2 The telecommunications services available for purchase by Universal Telecom, Inc for the purposes of resale to Universal Telecom, Inc's End Users shall be available at BellSouth's tariffed rates less the discount set forth in Exhibit D to this Agreement and subject to the exclusions and limitations set forth in Exhibit A to this Agreement.

2. Definition of Terms

- 2.1 COMPETITIVE LOCAL EXCHANGE COMPANY (CLEC) means a telephone company certificated by the Commission to provide local exchange service within BellSouth's franchised area.
- 2.2 CUSTOMER OF RECORD means the entity responsible for placing application for service; requesting additions, rearrangements, maintenance or discontinuance of service; payment in full of charges incurred such as non-recurring, monthly recurring, toll, directory assistance, etc.
- 2.3 DEPOSIT means assurance provided by a customer in the form of cash, surety bond or bank letter of credit to be held by BellSouth.
- 2.4 END USER means the ultimate user of the Telecommunications Service.
- 2.5 END USER CUSTOMER LOCATION means the physical location of the premises where an End User makes use of the telecommunications services.
- 2.6 NEW SERVICES means functions, features or capabilities that are not currently offered by BellSouth. This includes packaging of existing services or combining a new function, feature or capability with an existing service.
- 2.7 RESALE means an activity wherein a certificated CLEC, such as Universal Telecom, Inc, subscribes to the telecommunications services of BellSouth and then offers those telecommunications services to the public.

3. General Provisions

- 3.1 All of the negotiated rates, terms and conditions set forth in this Attachment pertain to the resale of BellSouth's retail telecommunications services and other services specified in this Attachment. Subject to effective and applicable FCC and Commission rules and orders, BellSouth shall make available to Universal Telecom, Inc for resale those telecommunications services BellSouth makes available, pursuant to its General Subscriber Services Tariff and Private Line Services Tariff, to customers who are not telecommunications carriers.
- 3.1.1 When Universal Telecom, Inc provides Resale service in a cross boundary area (areas that are part of the local serving area of another state's exchange) the rates, regulations and discounts for the tariffing state will apply. Billing will be from the serving state.
- 3.1.2 In Tennessee, if Universal Telecom, Inc does not resell Lifeline service to any End Users, and if Universal Telecom, Inc agrees to order an appropriate Operator Services/Directory Assistance block as set forth in BellSouth's General Subscriber Services Tariff, the discount shall be 21.56%.
- 3.1.2.1 In the event Universal Telecom, Inc resells Lifeline service to any End User in Tennessee, BellSouth will begin applying the 16% discount rate to all services. Upon Universal Telecom, Inc and BellSouth's implementation of a billing arrangement whereby a separate Master Account (Q-account) associated with a separate Operating Customer Number (OCN) is established for billing of Lifeline service End Users, the discount shall be applied as set forth in 3.1.2 preceding for the non-Lifeline affected Master Account (Q-account).
- 3.1.2.2 Universal Telecom, Inc must provide written notification to BellSouth within 30 days prior to either providing its own operator services/ directory services or orders the appropriate operator services/directory assistance blocking, to qualify for the higher discount rate of 21.56%.
- 3.2 Universal Telecom, Inc may purchase resale services from BellSouth for its own use in operating its business. The resale discount will apply to those services under the following conditions:
 - 3.2.1 Universal Telecom, Inc must resell services to other End Users.
 - 3.2.2 Universal Telecom, Inc cannot be a competitive local exchange telecommunications company for the single purpose of selling to itself.
- 3.3 Universal Telecom, Inc will be the customer of record for all services purchased from BellSouth. Except as specified herein, BellSouth will take orders from, bill and receive payment from Universal Telecom, Inc for said services.

- 3.4 Universal Telecom, Inc will be BellSouth's single point of contact for all services purchased pursuant to this Agreement. BellSouth shall have no contact with the End User except to the extent provided for herein. Each Party shall provide to the other a nation wide (50 states) toll-free contact number for purposes of repair and maintenance.
- 3.5 BellSouth will continue to bill the End User for any services that the End User specifies it wishes to receive directly from BellSouth. BellSouth maintains the right to serve directly any End User within the service area of Universal Telecom, Inc. BellSouth will continue to market directly its own telecommunications products and services and in doing so may establish independent relationships with End Users of Universal Telecom, Inc. Neither Party shall interfere with the right of any person or entity to obtain service directly from the other Party.
- 3.5.1 When an End User of Universal Telecom, Inc or BellSouth elects to change his/her carrier to the other Party, both Parties agree to release the End User's service to the other Party concurrent with the due date of the service order, which shall be established based on the standard interval for the End User's requested service as set forth in the BellSouth Product and Services Interval Guide.
- 3.5.2 BellSouth and Universal Telecom, Inc will refrain from contacting an End User who has placed or whose selected carrier has placed on the End User's behalf an order to change the End User's service provider from BellSouth or Universal Telecom, Inc to the other Party until such time that the order for service has been completed.
- 3.6 Current telephone numbers may normally be retained by the End User and are assigned to the service furnished. However, neither Party nor the End User has a property right to the telephone number or any other call number designation associated with services furnished by BellSouth, and no right to the continuance of service through any particular central office. BellSouth reserves the right to change such numbers, or the central office designation associated with such numbers, or both, whenever BellSouth deems it necessary to do so in the conduct of its business and in accordance with BellSouth practices and procedures on a nondiscriminatory basis.
- 3.7 Where BellSouth provides resold services to Universal Telecom, Inc, BellSouth will provide Universal Telecom, Inc with on-line access to intermediate telephone numbers as defined by applicable FCC rules and regulations on a first come first served basis. Universal Telecom, Inc acknowledges that such access to numbers shall be in accordance with the appropriate FCC rules and regulations. Universal Telecom, Inc acknowledges that there may be instances where there is a shortage of telephone numbers in a particular Common Language Location Identifier Code (CLLIC); and in such instances, Universal Telecom, Inc shall return unused intermediate telephone numbers to BellSouth upon BellSouth's request. BellSouth shall make all such requests on a nondiscriminatory basis.

- 3.8 BellSouth will allow Universal Telecom, Inc to designate up to 100 intermediate telephone numbers per CLLIC, for Universal Telecom, Inc's sole use. Assignment, reservation and use of telephone numbers shall be governed by applicable FCC rules and regulations. Universal Telecom, Inc acknowledges that there may be instances where there is a shortage of telephone numbers in a particular CLLIC and BellSouth has the right to limit access to blocks of intermediate telephone numbers. These instances include: 1) where jeopardy status has been declared by the North American Numbering Plan (NANP) for a particular Numbering Plan Area (NPA); or 2) where a rate center has less than six months supply of numbering resources.
- 3.9 Service is furnished subject to the condition that it will not be used for any unlawful purpose.
- 3.10 Service will be discontinued if any law enforcement agency advises that the service being used is in violation of the law.
- 3.11 BellSouth can refuse service when it has grounds to believe that service will be used in violation of the law.
- 3.12 BellSouth will cooperate with law enforcement agencies with subpoenas and court orders relating to Universal Telecom, Inc's End Users, pursuant to Section 6 of the General Terms and Conditions.
- 3.13 If Universal Telecom, Inc or its End Users utilize a BellSouth resold telecommunications service in a manner other than that for which the service was originally intended as described in BellSouth's retail tariffs, Universal Telecom, Inc has the responsibility to notify BellSouth. BellSouth will only provision and maintain said service consistent with the terms and conditions of the tariff describing said service.
- 3.14 Facilities and/or equipment utilized by BellSouth to provide service to Universal Telecom, Inc remain the property of BellSouth.
- 3.15 White page directory listings for Universal Telecom, Inc End Users will be provided in accordance with Section 8 below.
- 3.16 Service Ordering and Operations Support Systems (OSS)
- 3.16.1 Universal Telecom, Inc must order services through resale interfaces, i.e., the Local Carrier Service Center (LCSC) and/or appropriate Complex Resale Support Group (CRSG) pursuant to this Agreement. BellSouth has developed and made available the interactive interfaces by which Universal Telecom, Inc may submit a Local Service Request (LSR) electronically as set forth in Attachment 2 of this Agreement. Service orders will be in a standard format designated by BellSouth.

- 3.16.2 LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic charge as set forth in Exhibit D of this Attachment. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (Mail, fax, courier, etc.) will incur a manual order charge as set forth in Exhibit D of this Attachment. Supplements or clarifications to a previously billed LSR will not incur another OSS charge.
- 3.16.3 Denial/Restoral OSS Charge. In the event Universal Telecom, Inc provides a list of customers to be denied and restored, rather than an LSR, each location on the list will require a separate PON and therefore will be billed as one LSR per location.
- 3.16.4 Cancellation OSS Charge. Universal Telecom, Inc will incur an OSS charge for an accepted LSR that is later canceled.
- 3.17 Where available to BellSouth's End Users, BellSouth shall provide the following telecommunications services at a discount to allow for voice mail services:
- Message Waiting Indicator ("MWI"), stutter dialtone and message waiting light feature capabilities
 - Call Forward Busy Line ("CF/B")
 - Call Forward Don't Answer ("CF/DA")
- Further, BellSouth messaging services set forth in BellSouth's Messaging Service Information Package shall be made available for resale without the wholesale discount.
- 3.18 BellSouth shall provide branding for, or shall unbrand, voice mail services for Universal Telecom, Inc per the Bona Fide Request/New Business Request process as set forth in Attachment 6 of this Agreement.
- 3.19 BellSouth's Inside Wire Maintenance Service Plan is available for resale at rates, terms and conditions as set forth by BellSouth and without the wholesale discount.
- 3.20 In the event Universal Telecom, Inc acquires an End User whose service is provided pursuant to a BellSouth Special Assembly, BellSouth shall make available to Universal Telecom, Inc that Special Assembly at the wholesale discount at Universal Telecom, Inc's option. Universal Telecom, Inc shall be responsible for all terms and conditions of such Special Assembly including but not limited to termination liability if applicable.
- 3.21 BellSouth shall provide 911/E911 for Universal Telecom, Inc customers in the same manner that it is provided to BellSouth customers. BellSouth shall provide

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

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

3.23 Pursuant to 47 CFR Section 51.617, BellSouth shall bill to Universal Telecom, Inc, and Universal Telecom, Inc shall pay, the End User common line charges identical to the End User common line charges BellSouth bills its End Users.

4. BellSouth's Provision of Services to Universal Telecom, Inc

4.1 Resale of BellSouth services shall be as follows:

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

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

4.1.3 BellSouth reserves the right to periodically audit services purchased by Universal Telecom, Inc to establish authenticity of use. Such audit shall not occur more than once in a calendar year. Universal Telecom, Inc shall make any and all records and data available to BellSouth or BellSouth's auditors on a reasonable basis. BellSouth shall bear the cost of said audit. Any information provided by Universal Telecom, Inc for purposes of such audit shall be deemed Confidential Information pursuant to the General Terms and Conditions of this Agreement.

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

- 4.3 Universal Telecom, Inc may resell services only within the specific service area as defined in its certificate of operation approved by the Commission.
- 4.4 If Universal Telecom, Inc cancels an order for resold services, any costs incurred by BellSouth in conjunction with provisioning of such order will be recovered in accordance with BellSouth's General Subscriber Services Tariffs and Private Line Services Tariffs.
- 4.5 Service Jointly Provisioned with an Independent Company or Competitive Local Exchange Company Areas. BellSouth will in some instances provision resold services in accordance with the General Subscriber Services Tariff and Private Line Tariffs jointly with an Independent Company or other Competitive Local Exchange Carrier.
- 4.5.1 When Universal Telecom, Inc assumes responsibility for such service, all terms and conditions defined in the Tariff will apply for services provided within the BellSouth service area only.
- 4.5.2 Service terminating in an Independent Company or other Competitive Local Exchange Carrier area will be provisioned and billed by the Independent Company or other Competitive Local Exchange Carrier directly to Universal Telecom, Inc.
- 4.5.3 Universal Telecom, Inc must establish a billing arrangement with the Independent Company or other Competitive Local Exchange Carrier prior to assuming an End User account where such circumstances apply.
- 4.5.4 Specific guidelines regarding such services are available on the BellSouth Web site at <http://www.interconnection.bellsouth.com>.

5. Maintenance of Services

- 5.1 Services resold pursuant to this Attachment and BellSouth's General Subscriber Service Tariff and Private Line Service Tariff and facilities and equipment provided by BellSouth shall be maintained by BellSouth.
- 5.2 Universal Telecom, Inc or its End Users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by BellSouth except with the written consent of BellSouth.
- 5.3 Universal Telecom, Inc accepts responsibility to notify BellSouth of situations that arise that may result in a service problem.
- 5.4 Universal Telecom, Inc will contact the appropriate repair centers in accordance with procedures established by BellSouth.
- 5.5 For all repair requests, Universal Telecom, Inc shall adhere to BellSouth's prescreening guidelines prior to referring the trouble to BellSouth.

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

5.7 BellSouth reserves the right to contact Universal Telecom, Inc's End Users, if deemed necessary, for maintenance purposes.

6. Establishment of Service

6.1 After receiving certification as a local exchange carrier from the applicable regulatory agency, Universal Telecom, Inc will provide the appropriate BellSouth Advisory team manager the necessary documentation to enable BellSouth to establish accounts for resold services ("master account"). Universal Telecom, Inc is required to provide the following before a master account is established: blanket letter of authorization, misdirected number form, proof of PSC/PUC certification, the Application for Master Account, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA") and a deposit and tax exemption certificate, if applicable.

6.2 Universal Telecom, Inc shall provide to BellSouth a blanket letter of authorization ("LOA") certifying that Universal Telecom, Inc will have End User authorization prior to viewing the End User's customer service record or switching the End User's service. BellSouth will not require End User confirmation prior to establishing service for Universal Telecom, Inc's End User.

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

7. Discontinuance of Service

7.1 The procedures for discontinuing service to an End User are as follows:

7.1.1 BellSouth will deny service to Universal Telecom, Inc's End User on behalf of, and at the request of, Universal Telecom, Inc. Upon restoration of the End User's service, restoral charges will apply and will be the responsibility of Universal Telecom, Inc.

7.1.2 At the request of Universal Telecom, Inc, BellSouth will disconnect a Universal Telecom, Inc End User.

- 7.1.3 All requests by Universal Telecom, Inc for denial or disconnection of an End User for nonpayment must be in writing.
- 7.1.4 Universal Telecom, Inc will be made solely responsible for notifying the End User of the proposed disconnection of the service.
- 7.1.5 BellSouth will continue to process calls made to the Annoyance Call Center and will advise Universal Telecom, Inc when it is determined that annoyance calls are originated from one of its End User's locations. BellSouth shall be indemnified, defended and held harmless by Universal Telecom, Inc and/or the End User against any claim, loss or damage arising from providing this information to Universal Telecom, Inc. It is the responsibility of Universal Telecom, Inc to take the corrective action necessary with its End Users who make annoying calls. (Failure to do so will result in BellSouth's disconnecting the End User's service.)

8 White Pages Listings

- 8.1 BellSouth shall provide Universal Telecom, Inc and its End Users access to white pages directory listings under the following terms:
- 8.1.2 Listings. Universal Telecom, Inc shall provide all new, changed and deleted listings on a timely basis and BellSouth or its agent will include Universal Telecom, Inc residential and business End User listings in the appropriate White Pages (residential and business) or alphabetical directories in the geographic areas covered by this Agreement. Directory listings will make no distinction between Universal Telecom, Inc and BellSouth End Users. Universal Telecom, Inc shall provide listing information in accordance with the procedures set forth in The BellSouth Business Rules for Local Ordering found at BellSouth's Interconnection Services Web site.
- 8.1.3 Unlisted/Non-Published End Users. Universal Telecom, Inc will be required to provide to BellSouth the names, addresses and telephone numbers of all Universal Telecom, Inc End Users who wish to be omitted from directories. Unlisted/Non-Published listings will be subject to the rates as set forth in BellSouth's General Subscriber Services Tariff (GSST) and shall not be subject to wholesale discount.
- 8.1.4 Inclusion of Universal Telecom, Inc End Users in Directory Assistance Database. BellSouth will include and maintain Universal Telecom, Inc End User listings in BellSouth's Directory Assistance databases. Universal Telecom, Inc shall provide such Directory Assistance listings to BellSouth at no charge.
- 8.1.5 Listing Information Confidentiality. BellSouth will afford Universal Telecom, Inc's directory listing information the same level of confidentiality that BellSouth affords its own directory listing information.

- 8.1.6 Additional and Designer Listings. Additional and designer listings will be offered by BellSouth at tariffed rates as set forth in the GSST and shall not be subject to the wholesale discount.
- 8.1.7 Rates. So long as Universal Telecom, Inc provides listing information to BellSouth as set forth in Section 8.1.2 above, BellSouth shall provide to Universal Telecom, Inc one (1) basic White Pages directory listing per Universal Telecom, Inc End User at no charge other than applicable service order charges as set forth in BellSouth's tariffs. Except in the case of a local service request (LSR) submitted solely to port a number from BellSouth, if such listing is requested on the initial LSR associated with the request for services, a single manual service order charge or electronic service order charge, as appropriate, as described in Attachment 2 of this Agreement, will apply to both the request for service and the request for the directory listing. Where a subsequent LSR is placed solely to request a directory listing, or is placed to port a number and request a directory listing, separate service order charges as set forth in BellSouth's tariffs shall apply, as well as the manual service order charge or the electronic service order charge, as appropriate, as described in Attachment 2 of this Agreement.
- 8.2 Directories. BellSouth or its agent shall make available White Pages directories to Universal Telecom, Inc End User at no charge or as specified in a separate agreement between Universal Telecom, Inc and BellSouth's agent.
- 8.3 Procedures for submitting Universal Telecom, Inc Subscriber Listing Information (SLI) are found in The BellSouth Business Rules for Local Ordering found at BellSouth's Interconnection Services Web site.
- 8.3.1 Universal Telecom, Inc authorizes BellSouth to release all Universal Telecom, Inc SLI provided to BellSouth by Universal Telecom, Inc to qualifying third parties pursuant to either a license agreement or BellSouth's Directory Publishers Database Service (DPDS), General Subscriber Services Tariff (GSST), as the same may be amended from time to time. Such Universal Telecom, Inc SLI shall be intermingled with BellSouth's own End User listings and listings of any other CLEC that has authorized a similar release of SLI.
- 8.3.2 No compensation shall be paid to Universal Telecom, Inc for BellSouth's receipt of Universal Telecom, Inc SLI, or for the subsequent release to third parties of such SLI. In addition, to the extent BellSouth incurs costs to modify its systems to enable the release of Universal Telecom, Inc's SLI, or costs on an ongoing basis to administer the release of Universal Telecom, Inc SLI, Universal Telecom, Inc shall pay to BellSouth its proportionate share of the reasonable costs associated therewith. At any time that costs may be incurred to administer the release of Universal Telecom, Inc's SLI, Universal Telecom, Inc will be notified. If Universal Telecom, Inc does not wish to pay its proportionate share of these reasonable costs, Universal Telecom, Inc may instruct BellSouth that it does not wish to release its SLI to independent publishers, and Universal Telecom, Inc shall

amend this Agreement accordingly. Universal Telecom, Inc will be liable for all costs incurred until the effective date of the amendment.

8.3.3 Neither BellSouth nor any agent shall be liable for the content or accuracy of any SLI provided by Universal Telecom, Inc under this Agreement. Universal Telecom, Inc shall indemnify, except to the extent caused by BellSouth's gross negligence or willful misconduct, hold harmless and defend BellSouth and its agents 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 Universal Telecom, Inc listings or use of the SLI provided pursuant to this Agreement. BellSouth may forward to Universal Telecom, Inc any complaints received by BellSouth relating to the accuracy or quality of Universal Telecom, Inc listings.

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

9. Operator Services (Operator Call Processing and Directory Assistance)

9.1 Operator Call Processing provides: (1) operator handling for call completion (for example, collect, third number billing, and manual calling-card calls). (2) operator or automated assistance for billing after the End User has dialed the called number (for example, calling card calls); and (3) special services including but not limited to Busy Line Verification and Emergency Line Interrupt (ELI), Emergency Agency Call and Operator-assisted Directory Assistance.

9.2 Upon request for BellSouth Operator Call Processing, BellSouth shall:

9.2.1 Process 0+ and 0- dialed local calls

9.2.2 Process 0+ and 0- intraLATA toll calls.

9.2.3 Process calls that are billed to Universal Telecom, Inc End User's calling card that can be validated by BellSouth.

9.2.4 Process person-to-person calls.

9.2.5 Process collect calls.

9.2.6 Provide the capability for callers to bill a third party and shall also process such calls.

9.2.7 Process station-to-station calls.

9.2.8 Process Busy Line Verify and Emergency Line Interrupt requests.

- 9.2.9 Process emergency call trace originated by Public Safety Answering Points.
- 9.2.10 Process operator-assisted directory assistance calls.
- 9.2.11 Adhere to equal access requirements, providing Universal Telecom, Inc local End Users the same IXC access that BellSouth provides its own operator service.
- 9.2.12 Exercise at least the same level of fraud control in providing Operator Service to Universal Telecom, Inc that BellSouth provides for its own operator service.
- 9.2.13 Perform Billed Number Screening when handling Collect, Person-to-Person, and Billed-To-Third-Party calls.
- 9.2.14 Direct customer account and other similar inquiries to the customer service center designated by Universal Telecom, Inc.
- 9.2.15 Provide call records to Universal Telecom, Inc in accordance with ODUF standards.
- 9.2.16 The interface requirements shall conform to the interface specifications for the platform used to provide Operator Services as long as the interface conforms to industry standards.
- 9.3 Directory Assistance Service. Directory Assistance Service provides local and non-local End User telephone number listings with the option to complete the call at the caller's direction separate and distinct from local switching.
 - 9.3.1 Directory Assistance Service shall provide up to two listing requests per call, if available and if requested by Universal Telecom, Inc's End User. BellSouth shall provide caller-optional directory assistance call completion service at rates set forth in BellSouth's General Subscriber Services Tariff to one of the provided listings.
- 9.4 Directory Assistance Service Updates. BellSouth shall update End User listings changes daily. These changes include:
 - 9.4.1 New End User connections
 - 9.4.2 End User disconnections
 - 9.4.3 End User address changes
 - 9.4.4 These updates shall also be provided for non-listed and non-published numbers for use in emergencies.
 - 9.4.5 Unbranded Directory Assistance and/or Operator Call Processing calls ride common trunk groups provisioned by BellSouth from those end offices identified

by Universal Telecom, Inc to the BellSouth Tops. The calls are routed to "No Announcement."

10. Branding for Wholesale Operator Call Processing and Directory Assistance

- 10.1 BellSouth's branding feature provides a definable announcement to Universal Telecom, Inc 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 Universal Telecom, Inc to have its calls custom branded with Universal Telecom, Inc's name on whose behalf BellSouth is providing DA and/or OCP. Rates for the branding features are set forth in Exhibit D of this Attachment.
- 10.2 BellSouth offers three branding options to Universal Telecom, Inc when ordering BellSouth's DA and OCP: BellSouth Branding, Unbranding and Custom Branding.
- 10.3 Upon receipt of the custom branding order from Universal Telecom, Inc, the order is considered firm after ten (10) business days. Should Universal Telecom, Inc decide to cancel the order, Universal Telecom, Inc must provide written notification to Universal Telecom, Inc's Local Contract Manager. If Universal Telecom, Inc decides to cancel after ten (10) business days from receipt of the custom branding order, Universal Telecom, Inc shall pay all charges per the order. For branding and unbranding via Originating Line Number Screening (OLNS), Universal Telecom, Inc must contact its account team to initiate the order via the OLNS Branding Order form.
- 10.4 Branding via Originating Line Number Screening (OLNS). BellSouth Branding, Unbranding and Custom Branding are also available for DA, OCP or both via OLNS software. When utilizing this method of Unbranding or Custom Branding, Universal Telecom, Inc shall not be required to purchase dedicated trunking.
- 10.5 BellSouth Branding is the default branding offering.
- 10.5.1 For BellSouth to provide Unbranding or Custom Branding via OLNS software for OCP or for DA, Universal Telecom, Inc must have its Operating Company Number (OCN(s)) and telephone numbers reside in BellSouth's LIDB. To implement Unbranding and Custom Branding via OLNS software, Universal Telecom, Inc must submit a manual order form which requires, among other things, Universal Telecom, Inc's OCN and a forecast, pursuant to the appropriate BellSouth form provided, for the traffic volume anticipated for each BellSouth TOPS during the peak busy hour. Universal Telecom, Inc shall provide updates to such forecast on a quarterly basis and at any time such forecasted traffic volumes are expected to change significantly. Upon Universal Telecom, Inc's purchase of Unbranding or Custom Branding using OLNS software for any particular TOPS,

all Universal Telecom, Inc End Users served by that TOPS will receive the Unbranded “no announcement” or the Custom Branded announcement.

11. Line Information Database (LIDB)

- 11.1 The BellSouth Line Information Database (LIDB) stores current information on working telephone numbers and billing account numbers. LIDB data is used by providers of Telecommunications Services to validate billing of collect calls, calls billed to a third party number and nonproprietary calling card calls, to screen out attempts to bill calls to payphones, for billing and for fraud prevention.
- 11.2 Where Universal Telecom, Inc is purchasing Resale services BellSouth shall utilize BellSouth's service order generated from Universal Telecom, Inc LSR's to populate LIDB with Universal Telecom, Inc's End User information BellSouth provides access to information in its LIDB, including Universal Telecom, Inc End User information, to various providers of Telecommunications Services via queries to LIDB pursuant to applicable tariffs. Information stored for Universal Telecom, Inc, pursuant to this Agreement, shall be available to those Telecommunications Service providers.
- 11.2.1 When necessary for fraud control measures, BellSouth may perform additions, updates and deletions of Universal Telecom, Inc data to the LIDB (e.g., calling card deactivation).
- 11.3 Responsibilities of the Parties
 - 11.3.1 BellSouth will administer the data provided by Universal Telecom, Inc pursuant to this Agreement in the same manner as BellSouth administers its own data.
 - 11.3.2 Universal Telecom, Inc is responsible for completeness and accuracy of the data being provided to BellSouth.
 - 11.3.3 BellSouth shall not be responsible to Universal Telecom, Inc for any lost revenue which may result from BellSouth's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BellSouth in its sole discretion from time to time.

12. RAO Hosting

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

13. Optional Daily Usage File (ODUF)

- 13.1 The Optional Daily Usage File (ODUF) Agreement with terms and conditions is included in this Attachment as Exhibit B. Rates for ODUF are as set forth in Exhibit D of this Attachment.

13.2 BellSouth will provide ODUF service upon written request.

14. Enhanced Optional Daily Usage File (EODUF)

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

14.2 BellSouth will provide EODUF service upon written request.

EXCLUSIONS AND LIMITATIONS ON SERVICES AVAILABLE FOR RESALE (Note 3)

| Type of Service | AL | | FL | | GA | | KY | | LA | | MS | | NC | | SC | | TN | |
|---|---|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|--------|----------|
| | Resale | Discount | Resale | Discount | Resale | Discount | Resale | Discount | Resale | Discount | Resale | Discount | Resale | Discount | Resale | Discount | Resale | Discount |
| 1 Grandfathered Services (Note 1) | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes |
| 2 Promotions - > 90 Days(Note 2 & 3) | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes |
| 3 Promotions - ≤ 90 Days (Note 2 & 3) | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No |
| 4 Lifeline/Link Up Services | Yes | Yes | Yes | Yes | Yes | Yes | No | No | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes |
| 5 911/E911 Services | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | No | No | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes |
| 6 N11 Services (Note 1) | Yes | Yes | Yes | Yes | Yes | Yes | No | No | No | No | Yes | Yes | Yes | Yes | No | No | Yes | Yes |
| 7 MemoryCall® Service | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No |
| 8 Mobile Services | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No |
| 9 Federal Subscriber Line Charges | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No |
| 10 Nonrecurring Charges | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | No |
| 11 End User Line Chg-Number Portability | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No |
| 12 Public Telephone Access Svc(PTAS) | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | No | Yes | Yes |
| 13 Inside Wire Maint Service Plan | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No | Yes | No |
| Applicable Notes: | | | | | | | | | | | | | | | | | | |
| 1. | Grandfathered services can be resold only to existing subscribers of the grandfathered service. | | | | | | | | | | | | | | | | | |
| 2. | Where available for resale, promotions will be made available only to End Users who would have qualified for the promotion had it been provided by BellSouth directly. | | | | | | | | | | | | | | | | | |
| 3. | Promotions shall be available only for the term set forth in the applicable tariff. | | | | | | | | | | | | | | | | | |
| 4. | Some of BellSouth's local exchange and toll telecommunications services are not available in certain central offices and areas. | | | | | | | | | | | | | | | | | |

Optional Daily Usage File

1. Upon written request from Universal Telecom, Inc, BellSouth will provide the Optional Daily Usage File (ODUF) service to Universal Telecom, Inc pursuant to the terms and conditions set forth in this section.
2. Universal Telecom, Inc shall furnish all relevant information required by BellSouth for the provision of the ODUF.
3. The ODUF feed provides Universal Telecom, Inc messages that were carried over the BellSouth network and processed by BellSouth for Universal Telecom, Inc.
4. Charges for ODUF will appear on Universal Telecom, Inc's monthly bills for the previous month's usage in arrears. The charges are as set forth in Exhibit D to this Attachment.
5. The ODUF feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
 - 5.1 Messages that error in the billing system of Universal Telecom, Inc will be the responsibility of Universal Telecom, Inc. If, however, Universal Telecom, Inc should encounter significant volumes of errored messages that prevent processing by Universal Telecom, Inc within its systems, BellSouth will work with Universal Telecom, Inc to determine the source of the errors and the appropriate resolution.
6. ODUF Specifications
 - 6.1 ODUF Message to be Transmitted
 - 6.1.1 The following messages recorded by BellSouth will be transmitted to Universal Telecom, Inc:
 - 6.1.1.1 Message recording for per use/per activation type services (examples: Three Way Calling, Verify, Interrupt, Call Return, etc.)
 - 6.1.1.2 Measured local calls
 - 6.1.1.3 Directory Assistance messages
 - 6.1.1.4 IntraLATA Toll

- 6.1.1.5 WATS and 800 Service
- 6.1.1.6 N11
- 6.1.1.7 Information Service Provider Messages
- 6.1.1.8 Operator Services Messages
- 6.1.1.9 Operator Services Message Attempted Calls
- 6.1.1.10 Credit/Cancel Records
- 6.1.1.11 Usage for Voice Mail Message Service
- 6.1.2 Rated Incollects (messages BellSouth receives from other revenue accounting offices) appear on ODUF. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.
- 6.1.3 BellSouth will perform duplicate record checks on records processed to ODUF. Any duplicate messages detected will be deleted and not sent to Universal Telecom, Inc.
- 6.1.4 In the event that Universal Telecom, Inc detects a duplicate on ODUF they receive from BellSouth, Universal Telecom, Inc will drop the duplicate message and will not return the duplicate to BellSouth.
- 6.2 ODUF Physical File Characteristics
 - 6.2.1 ODUF will be distributed to Universal Telecom, Inc via Secure File Transfer Protocol (FTP). The ODUF feed will be a variable block format. The data on the ODUF 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. If BellSouth determines the Secure FTP Mailbox is nearing capacity levels, BellSouth may move the customer to CONNECT:Direct file delivery.
 - 6.2.2 If the customer is moved, CONNECT:Direct data circuits (private line or dial-up) will be required between BellSouth and Universal Telecom, Inc for the purpose of data transmission. Where a dedicated line is required, Universal Telecom, Inc will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Universal Telecom, Inc 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 messages successfully on an ongoing basis will be negotiated on an individual case basis. Any costs incurred for such equipment will be Universal Telecom, Inc's responsibility. 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 Universal Telecom, Inc. Additionally, all message toll charges associated with the use of the dial circuit by Universal Telecom, Inc will be the responsibility of Universal Telecom, Inc. Associated equipment on the BellSouth end, including a modem, will be negotiated on an individual case basis between the Parties. All equipment, including modems and software, that is required on Universal Telecom, Inc end for the purpose of data transmission will be the responsibility of Universal Telecom, Inc.
- 6.2.3 If Universal Telecom, Inc utilizes FTP for data file transmission, purchase of the FTP software will be the responsibility of Universal Telecom, Inc.
- 6.3 ODUF Packing Specifications
- 6.3.1 The data will be packed using ATIS EMI records. A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.
- 6.3.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to Universal Telecom, Inc which BellSouth RAO is sending the message. BellSouth and Universal Telecom, Inc will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by Universal Telecom, Inc and resend the data as appropriate.
- 6.4 ODUF Pack Rejection
- 6.4.1 Universal Telecom, Inc 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 (e.g., out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI error codes will be used. Universal Telecom, Inc will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to Universal Telecom, Inc by BellSouth.
- 6.5 ODUF Control Data
- Universal Telecom, Inc will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate Universal Telecom, Inc's receipt of 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 Universal Telecom, Inc for reasons stated in the above section.

6.6 ODUF Testing

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

Enhanced Optional Daily Usage File

1. Upon written request from Universal Telecom, Inc, BellSouth will provide the Enhanced Optional Daily Usage File (EODUF) service to Universal Telecom, Inc pursuant to the terms and conditions set forth in this section. EODUF will only be sent to existing ODUF subscribers who request the EODUF option.
2. Universal Telecom, Inc shall furnish all relevant information required by BellSouth for the provision of the EODUF.
3. The EODUF will provide usage data for local calls originating from resold Flat Rate Business and Residential Lines.
4. Charges for EODUF will appear on Universal Telecom, Inc's monthly bills for the previous month's usage in arrears. The charges are as set forth in Exhibit D to this Attachment.
5. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
6. Messages that error in the billing system of Universal Telecom, Inc will be the responsibility of Universal Telecom, Inc. If, however, Universal Telecom, Inc should encounter significant volumes of errored messages that prevent processing by Universal Telecom, Inc within its systems, BellSouth will work with Universal Telecom, Inc to determine the source of the errors and the appropriate resolution.
7. EODUF Specifications.
 - 7.1 EODUF Usage To Be Transmitted
 - 7.1.1 The following messages recorded by BellSouth will be transmitted to Universal Telecom, Inc:
 - 7.1.1.1 Customer usage data for flat rated local call originating from Universal Telecom, Inc's End User lines (1FB or 1FR). The EODUF record for flat rate messages will include:
 - 7.1.1.1.1 Date of Call
 - 7.1.1.1.2 From Number
 - 7.1.1.1.3 To Number

- 7.1.1.1.4 Connect Time
- 7.1.1.1.5 Conversation Time
- 7.1.1.1.6 Method of Recording
- 7.1.1.1.7 From RAO
- 7.1.1.1.8 Rate Class
- 7.1.1.1.9 Message Type
- 7.1.1.1.10 Billing Indicators
- 7.1.1.1.11 Bill to Number
- 7.1.2 BellSouth will perform duplicate record checks on EODUF records processed to O DUF. Any duplicate messages detected will be deleted and not sent to Universal Telecom, Inc.
- 7.1.3 In the event that Universal Telecom, Inc detects a duplicate on EODUF they receive from BellSouth, Universal Telecom, Inc will drop the duplicate message and will not return the duplicate to BellSouth.
- 7.2 EODUF Physical File Characteristics
 - 7.2.1 EODUF feed will be distributed to Universal Telecom, Inc via Secure File Transfer Protocol (FTP). The EODUF messages will be intermingled among Universal Telecom, Inc's Optional Daily Usage File (ODUF) messages. The EODUF will be a variable block format. The data on the EODUF will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis Monday through Friday except holiday. If BellSouth determines the Secure FTP mailbox is nearing capacity levels, BellSouth may move the customer to CONNECT:Direct file delivery.
 - 7.2.2 Data circuits (private line or dial-up) may be required between BellSouth and Universal Telecom, Inc for the purpose of data transmission. Where a dedicated line is required, Universal Telecom, Inc will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Universal Telecom, Inc 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 an individual 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 Universal Telecom, Inc. Additionally, all message toll charges associated with the

use of the dial circuit by Universal Telecom, Inc will be the responsibility of Universal Telecom, Inc. Associated equipment on the BellSouth end, including a modem, will be negotiated on an individual case basis between the Parties. All equipment, including modems and software, that is required on Universal Telecom, Inc's end for the purpose of data transmission will be the responsibility of Universal Telecom, Inc.

7.2.3 If Universal Telecom, Inc utilizes FTP for data file transmission, purchase of the FTP software will be the responsibility of Universal Telecom, Inc.

7.3 EODUF Packing Specifications

7.3.1 The data will be packed using ATIS EMI records. A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.

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

| Resale Discounts & Rates - Alabama | | | | | | | | | | | | Attachment: 1 | | Exhibit: D | | | |
|--|---------------|--|--|--|--|---------|------|--------|-------|--------------|----------|----------------------------------|--------------------------------------|--|--|---|---|
| CATEGORY | RATE ELEMENTS | | | | | Interim | Zone | BCS | USOC | RATES(\$) | | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-Add'l | Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l |
| | | | | | | | | | | | | | | | | | |
| | | | | | | | | | Rec | Nonrecurring | | Nonrecurring Disconnect | | OSS Rates(\$) | | | |
| | | | | | | | | | | First | Add'l | First | Add'l | SOME C | SOMAN | SOMAN | SOMAN |
| APPLICABLE DISCOUNTS | | | | | | | | | | | | | | | | | |
| | | Residence % | | | | | | | 16.30 | | | | | | | | |
| | | Business % | | | | | | | 16.30 | | | | | | | | |
| | | CSAs % | | | | | | | 16.30 | | | | | | | | |
| OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES" | | | | | | | | | | | | | | | | | |
| NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in each of the 9 states. | | | | | | | | | | | | | | | | | |
| | | OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only | | | | | | SOME C | | 3.50 | 0.00 | 3.50 | 0.00 | | | | |
| | | OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only | | | | | | SOMAN | | 19.99 | 0.00 | 19.99 | 0.00 | | | | |
| BRANDING - DIRECTORY ASSISTANCE | | | | | | | | | | | | | | | | | |
| | | Branding | | | | | | | | | | | | | | | |
| | | Recording of DA Custom Branded Announcement | | | | | | | | 3,000.00 | 3,000.00 | | | | | | |
| | | Loading of DA Custom Branded Announcement per Switch per OCN | | | | | | | | 1,170.00 | 1,170.00 | | | | | | |
| | | Unbranding via OLNS for Wholesale CLEC | | | | | | | | | | | | | | | |
| | | Loading of DA per OCN (1 OCN per Order) | | | | | | | | 420.00 | 420.00 | | | | | | |
| | | Loading of DA per Switch per OCN | | | | | | | | 16.00 | 16.00 | | | | | | |
| BRANDING - OPERATOR CALL PROCESSING | | | | | | | | | | | | | | | | | |
| | | Branding | | | | | | | | | | | | | | | |
| | | Recording of Custom Branded OA Announcement | | | | | | | | 7,000.00 | 7,000.00 | | | | | | |
| | | Loading of Custom Branded OA Announcement per shelf/NAV per OCN | | | | | | | | 500.00 | 500.00 | | | | | | |
| | | Unbranding via OLNS for Wholesale CLEC | | | | | | | | | | | | | | | |
| | | Loading of OA per OCN (Regional) | | | | | | | | 1,200.00 | 1,200.00 | | | | | | |
| ODUF/EODUF SERVICES | | | | | | | | | | | | | | | | | |
| | | OPTIONAL DAILY USAGE FILE (ODUF) | | | | | | | | | | | | | | | |
| | | ODUF: Recording, per message | | | | | | | | 0.000011 | | | | | | | |
| | | ODUF: Message Processing, per message | | | | | | | | 0.004101 | | | | | | | |
| | | ODUF: Message Processing, per Magnetic Tape provisioned | | | | | | | | 42.67 | | | | | | | |
| | | ODUF: Data Transmission (CONNECT:DIRECT), per message | | | | | | | | 0.000094 | | | | | | | |
| | | ENHANCED OPTIONAL DAILY USAGE FILE (EODUF) | | | | | | | | | | | | | | | |
| | | EODUF: Message Processing, per message | | | | | | | | 0.22 | | | | | | | |

| Resale Discounts & Rates - Florida | | | | | | | | | | | | | Attachment: 1 | | Exhibit: D | | | | | |
|--|---------------|--|--|--|--|---------|------|-----|--------|-----------|--------------|----------|-------------------------|----------------------------------|--------------------------------------|--|--|---|---|-------|
| CATEGORY | RATE ELEMENTS | | | | | Interim | Zone | BCS | USOC | RATES(\$) | | | | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-Add'l | Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l | |
| | | | | | | | | | | Rec | Nonrecurring | | Nonrecurring Disconnect | | OSS Rates(\$) | | | | | |
| | | | | | | | | | | | First | Add'l | First | Add'l | SOME C | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN |
| APPLICABLE DISCOUNTS | | | | | | | | | | | | | | | | | | | | |
| | | Residence % | | | | | | | | 21.83 | | | | | | | | | | |
| | | Business % | | | | | | | | 16.81 | | | | | | | | | | |
| | | CSAs % | | | | | | | | 16.81 | | | | | | | | | | |
| OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES" | | | | | | | | | | | | | | | | | | | | |
| NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in each of the 9 states. | | | | | | | | | | | | | | | | | | | | |
| | | OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only | | | | | | | SOME C | | 3.50 | 0.00 | 3.50 | 0.00 | | | | | | |
| | | OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only | | | | | | | SOMAN | | 19.99 | 0.00 | 19.99 | 0.00 | | | | | | |
| BRANDING - DIRECTORY ASSISTANCE | | | | | | | | | | | | | | | | | | | | |
| | | Branding | | | | | | | | | | | | | | | | | | |
| | | Recording of DA Custom Branded Announcement | | | | | | | | | 3,000.00 | 3,000.00 | | | | | | | | |
| | | Loading of DA Custom Branded Announcement per Switch per OCN | | | | | | | | | 1,170.00 | 1,170.00 | | | | | | | | |
| | | Unbranding via OLNS for Wholesale CLEC | | | | | | | | | | | | | | | | | | |
| | | Loading of DA per OCN (1 OCN per Order) | | | | | | | | | 420.00 | 420.00 | | | | | | | | |
| | | Loading of DA per Switch per OCN | | | | | | | | | 16.00 | 16.00 | | | | | | | | |
| BRANDING - OPERATOR CALL PROCESSING | | | | | | | | | | | | | | | | | | | | |
| | | Branding | | | | | | | | | | | | | | | | | | |
| | | Recording of Custom Branded OA Announcement | | | | | | | | | 7,000.00 | 7,000.00 | | | | | | | | |
| | | Loading of Custom Branded OA Announcement per shelf/NAV per OCN | | | | | | | | | 500.00 | 500.00 | | | | | | | | |
| | | Unbranding via OLNS for Wholesale CLEC | | | | | | | | | | | | | | | | | | |
| | | Loading of OA per OCN (Regional) | | | | | | | | | 1,200.00 | 1,200.00 | | | | | | | | |
| ODUF/EODUF SERVICES | | | | | | | | | | | | | | | | | | | | |
| | | OPTIONAL DAILY USAGE FILE (ODUF) | | | | | | | | | | | | | | | | | | |
| | | ODUF: Recording, per message | | | | | | | | | 0.0000071 | | | | | | | | | |
| | | ODUF: Message Processing, per message | | | | | | | | | 0.002146 | | | | | | | | | |
| | | ODUF: Message Processing, per Magnetic Tape provisioned | | | | | | | | | 35.91 | | | | | | | | | |
| | | ODUF: Data Transmission (CONNECT:DIRECT), per message | | | | | | | | | 0.00010375 | | | | | | | | | |
| | | ENHANCED OPTIONAL DAILY USAGE FILE (EODUF) | | | | | | | | | | | | | | | | | | |
| | | EODUF: Message Processing, per message | | | | | | | | | 0.080698 | | | | | | | | | |

| Resale Discounts & Rates - Georgia | | | | | | | | | | | | Attachment: 1 | | Exhibit: D | | | | |
|--|---------------|--|--|--|--|---------|------|-----|-------|-----------|--------------|----------------------------------|--------------------------------------|--|--|---|---|--|
| CATEGORY | RATE ELEMENTS | | | | | Interim | Zone | BCS | USOC | RATES(\$) | | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-Add'l | Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l | |
| | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | Rec | Nonrecurring | | Nonrecurring Disconnect | | OSS Rates(\$) | | | |
| | | | | | | | | | | | First | Add'l | First | Add'l | SOMEc | SOMAN | SOMAN | |
| APPLICABLE DISCOUNTS | | | | | | | | | | | | | | | | | | |
| | | Residence % | | | | | | | | 20.30 | | | | | | | | |
| | | Business % | | | | | | | | 17.30 | | | | | | | | |
| | | CSAs % | | | | | | | | 17.30 | | | | | | | | |
| OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES" | | | | | | | | | | | | | | | | | | |
| NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in each of the 9 states. | | | | | | | | | | | | | | | | | | |
| | | OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only | | | | | | | SOMEc | | 3.50 | 0.00 | 3.50 | 0.00 | | | | |
| | | OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only | | | | | | | SOMAN | | 19.99 | 0.00 | 19.99 | 0.00 | | | | |
| BRANDING - DIRECTORY ASSISTANCE | | | | | | | | | | | | | | | | | | |
| | | Branding | | | | | | | | | | | | | | | | |
| | | Recording of DA Custom Branded Announcement | | | | | | | | | 3,000.00 | 3,000.00 | | | | | | |
| | | Loading of DA Custom Branded Announcement per Switch per OCN | | | | | | | | | 1,170.00 | 1,170.00 | | | | | | |
| | | Unbranding via OLNS for Wholesale CLEC | | | | | | | | | | | | | | | | |
| | | Loading of DA per OCN (1 OCN per Order) | | | | | | | | | 420.00 | 420.00 | | | | | | |
| | | Loading of DA per Switch per OCN | | | | | | | | | 16.00 | 16.00 | | | | | | |
| BRANDING - OPERATOR CALL PROCESSING | | | | | | | | | | | | | | | | | | |
| | | Branding | | | | | | | | | | | | | | | | |
| | | Recording of Custom Branded OA Announcement | | | | | | | | | 7,000.00 | 7,000.00 | | | | | | |
| | | Loading of Custom Branded OA Announcement per shelf/NAV per OCN | | | | | | | | | 500.00 | 500.00 | | | | | | |
| | | Unbranding via OLNS for Wholesale CLEC | | | | | | | | | | | | | | | | |
| | | Loading of OA per OCN (Regional) | | | | | | | | | 1,200.00 | 1,200.00 | | | | | | |
| ODUF/EODUF SERVICES | | | | | | | | | | | | | | | | | | |
| | | OPTIONAL DAILY USAGE FILE (ODUF) | | | | | | | | | | | | | | | | |
| | | ODUF: Recording, per message | | | | | | | | | 0.0000068 | | | | | | | |
| | | ODUF: Message Processing, per message | | | | | | | | | 0.002167 | | | | | | | |
| | | ODUF: Message Processing, per Magnetic Tape provisioned | | | | | | | | | 36.06 | | | | | | | |
| | | ODUF: Data Transmission (CONNECT:DIRECT), per message | | | | | | | | | 0.00010856 | | | | | | | |
| | | ENHANCED OPTIONAL DAILY USAGE FILE (EODUF) | | | | | | | | | | | | | | | | |
| | | EODUF: Message Processing, per message | | | | | | | | | 0.227409 | | | | | | | |

| Resale Discounts & Rates - Kentucky | | | | | | | | | | | | | | Attachment: 1 | | Exhibit: D | | | | |
|--|---------------|--|--|--|--|---------|------|-----|-------|-----------|--------------|----------|-------------------------|----------------------------------|--------------------------------------|--|--|---|---|-------|
| CATEGORY | RATE ELEMENTS | | | | | Interim | Zone | BCS | USOC | RATES(\$) | | | | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-Add'l | Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l | |
| | | | | | | | | | | Rec | Nonrecurring | | Nonrecurring Disconnect | | OSS Rates(\$) | | | | | |
| | | | | | | | | | | | First | Add'l | First | Add'l | SOMEK | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN |
| APPLICABLE DISCOUNTS | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | 16.79 | | | | | | | | | | |
| | | | | | | | | | | 15.54 | | | | | | | | | | |
| | | | | | | | | | | 15.54 | | | | | | | | | | |
| OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES" | | | | | | | | | | | | | | | | | | | | |
| NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in each of the 9 states. | | | | | | | | | | | | | | | | | | | | |
| | | OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only | | | | | | | SOMEK | | 3.50 | 0.00 | 3.50 | 0.00 | | | | | | |
| | | OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only | | | | | | | SOMAN | | 19.99 | 0.00 | 19.99 | 0.00 | | | | | | |
| BRANDING - DIRECTORY ASSISTANCE | | | | | | | | | | | | | | | | | | | | |
| | | Branding | | | | | | | | | | | | | | | | | | |
| | | Recording of DA Custom Branded Announcement | | | | | | | | | 3,000.00 | 3,000.00 | | | | | | | | |
| | | Loading of DA Custom Branded Announcement per Switch per OCN | | | | | | | | | 1,170.00 | 1,170.00 | | | | | | | | |
| | | Unbranding via OLNS for Wholesale CLEC | | | | | | | | | | | | | | | | | | |
| | | Loading of DA per OCN (1 OCN per Order) | | | | | | | | | 420.00 | 420.00 | | | | | | | | |
| | | Loading of DA per Switch per OCN | | | | | | | | | 16.00 | 16.00 | | | | | | | | |
| BRANDING - OPERATOR CALL PROCESSING | | | | | | | | | | | | | | | | | | | | |
| | | Branding | | | | | | | | | | | | | | | | | | |
| | | Recording of Custom Branded OA Announcement | | | | | | | | | 7,000.00 | 7,000.00 | | | | | | | | |
| | | Loading of Custom Branded OA Announcement per shelf/NAV per OCN | | | | | | | | | 500.00 | 500.00 | | | | | | | | |
| | | Unbranding via OLNS for Wholesale CLEC | | | | | | | | | | | | | | | | | | |
| | | Loading of OA per OCN (Regional) | | | | | | | | | 1,200.00 | 1,200.00 | | | | | | | | |
| ODUF/EODUF SERVICES | | | | | | | | | | | | | | | | | | | | |
| | | OPTIONAL DAILY USAGE FILE (ODUF) | | | | | | | | | | | | | | | | | | |
| | | ODUF: Recording, per message | | | | | | | | | 0.0000136 | | | | | | | | | |
| | | ODUF: Message Processing, per message | | | | | | | | | 0.002506 | | | | | | | | | |
| | | ODUF: Message Processing, per Magnetic Tape provisioned | | | | | | | | | 35.90 | | | | | | | | | |
| | | ODUF: Data Transmission (CONNECT:DIRECT), per message | | | | | | | | | 0.00010372 | | | | | | | | | |
| | | ENHANCED OPTIONAL DAILY USAGE FILE (EODUF) | | | | | | | | | | | | | | | | | | |
| | | EODUF: Message Processing, per message | | | | | | | | | 0.235889 | | | | | | | | | |

| Resale Discounts & Rates - Louisiana | | | | | | | | | | | | | | Attachment: 1 | | Exhibit: D | | | | |
|--|---------------|--|--|--|--|---------|------|-----|--------|-----------|--------------|----------|-------------------------|----------------------------------|--------------------------------------|--|--|---|---|-------|
| CATEGORY | RATE ELEMENTS | | | | | Interim | Zone | BCS | USOC | RATES(\$) | | | | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-Add'l | Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l | |
| | | | | | | | | | | Rec | Nonrecurring | | Nonrecurring Disconnect | | OSS Rates(\$) | | | | | |
| | | | | | | | | | | | First | Add'l | First | Add'l | SOME C | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN |
| APPLICABLE DISCOUNTS | | | | | | | | | | | | | | | | | | | | |
| | | Residence % | | | | | | | | 20.72 | | | | | | | | | | |
| | | Business % | | | | | | | | 20.72 | | | | | | | | | | |
| | | CSAs % | | | | | | | | 9.05 | | | | | | | | | | |
| OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES" | | | | | | | | | | | | | | | | | | | | |
| NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in each of the 9 states. | | | | | | | | | | | | | | | | | | | | |
| | | OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only | | | | | | | SOME C | | 3.50 | 0.00 | 3.50 | 0.00 | | | | | | |
| | | OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only | | | | | | | SOMAN | | 19.99 | 0.00 | 19.99 | 0.00 | | | | | | |
| BRANDING - DIRECTORY ASSISTANCE | | | | | | | | | | | | | | | | | | | | |
| | | Branding | | | | | | | | | | | | | | | | | | |
| | | Recording of DA Custom Branded Announcement | | | | | | | | | 3,000.00 | 3,000.00 | | | | | | | | |
| | | Loading of DA Custom Branded Announcement per Switch per OCN | | | | | | | | | 1,170.00 | 1,170.00 | | | | | | | | |
| | | Unbranding via OLNS for Wholesale CLEC | | | | | | | | | | | | | | | | | | |
| | | Loading of DA per OCN (1 OCN per Order) | | | | | | | | | 420.00 | 420.00 | | | | | | | | |
| | | Loading of DA per Switch per OCN | | | | | | | | | 16.00 | 16.00 | | | | | | | | |
| BRANDING - OPERATOR CALL PROCESSING | | | | | | | | | | | | | | | | | | | | |
| | | Branding | | | | | | | | | | | | | | | | | | |
| | | Recording of Custom Branded OA Announcement | | | | | | | | | 7,000.00 | 7,000.00 | | | | | | | | |
| | | Loading of Custom Branded OA Announcement per shelf/NAV per OCN | | | | | | | | | 500.00 | 500.00 | | | | | | | | |
| | | Unbranding via OLNS for Wholesale CLEC | | | | | | | | | | | | | | | | | | |
| | | Loading of OA per OCN (Regional) | | | | | | | | | 1,200.00 | 1,200.00 | | | | | | | | |
| ODUF/EODUF SERVICES | | | | | | | | | | | | | | | | | | | | |
| | | OPTIONAL DAILY USAGE FILE (ODUF) | | | | | | | | | | | | | | | | | | |
| | | ODUF: Recording, per message | | | | | | | | | 0.0000117 | | | | | | | | | |
| | | ODUF: Message Processing, per message | | | | | | | | | 0.004641 | | | | | | | | | |
| | | ODUF: Message Processing, per Magnetic Tape provisioned | | | | | | | | | 48.45 | | | | | | | | | |
| | | ODUF: Data Transmission (CONNECT:DIRECT), per message | | | | | | | | | 0.00010568 | | | | | | | | | |
| | | ENHANCED OPTIONAL DAILY USAGE FILE (EODUF) | | | | | | | | | | | | | | | | | | |
| | | EODUF: Message Processing, per message | | | | | | | | | 0.250015 | | | | | | | | | |

| Resale Discounts & Rates - North Carolina | | | | | | | | | | | Attachment: 1 | | Exhibit: D | | | | |
|--|---------------|--|--|--|--|---------|------|--------|-------|--------------|---------------|----------------------------------|--------------------------------------|--|--|---|---|
| CATEGORY | RATE ELEMENTS | | | | | Interim | Zone | BCS | USOC | RATES(\$) | | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-Add'l | Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l |
| | | | | | | | | | | | | | | | | | |
| | | | | | | | | | Rec | Nonrecurring | | Nonrecurring Disconnect | | OSS Rates(\$) | | | |
| | | | | | | | | | | First | Add'l | First | Add'l | SOME C | SOMAN | SOMAN | SOMAN |
| APPLICABLE DISCOUNTS | | | | | | | | | | | | | | | | | |
| | | Residence % | | | | | | | 21.50 | | | | | | | | |
| | | Business % | | | | | | | 17.60 | | | | | | | | |
| | | CSAs % | | | | | | | 17.60 | | | | | | | | |
| OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES" | | | | | | | | | | | | | | | | | |
| NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in each of the 9 states. | | | | | | | | | | | | | | | | | |
| | | OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only | | | | | | SOME C | | 3.50 | 0.00 | 3.50 | 0.00 | | | | |
| | | OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only | | | | | | SOMAN | | 19.99 | 0.00 | 19.99 | 0.00 | | | | |
| BRANDING - DIRECTORY ASSISTANCE | | | | | | | | | | | | | | | | | |
| | | Branding | | | | | | | | | | | | | | | |
| | | Recording of DA Custom Branded Announcement | | | | | | | | 3,000.00 | 3,000.00 | | | | | | |
| | | Loading of DA Custom Branded Announcement per Switch per OCN | | | | | | | | 1,170.00 | 1,170.00 | | | | | | |
| | | Unbranding via OLNS for Wholesale CLEC | | | | | | | | | | | | | | | |
| | | Loading of DA per OCN (1 OCN per Order) | | | | | | | | 420.00 | 420.00 | | | | | | |
| | | Loading of DA per Switch per OCN | | | | | | | | 16.00 | 16.00 | | | | | | |
| BRANDING - OPERATOR CALL PROCESSING | | | | | | | | | | | | | | | | | |
| | | Branding | | | | | | | | | | | | | | | |
| | | Recording of Custom Branded OA Announcement | | | | | | | | 7,000.00 | 7,000.00 | | | | | | |
| | | Loading of Custom Branded OA Announcement per shelf/NAV per OCN | | | | | | | | 500.00 | 500.00 | | | | | | |
| | | Unbranding via OLNS for Wholesale CLEC | | | | | | | | | | | | | | | |
| | | Loading of OA per OCN (Regional) | | | | | | | | 1,200.00 | 1,200.00 | | | | | | |
| ODUF/EODUF SERVICES | | | | | | | | | | | | | | | | | |
| | | OPTIONAL DAILY USAGE FILE (ODUF) | | | | | | | | | | | | | | | |
| | | ODUF: Recording, per message | | | | | | | | 0.0003 | | | | | | | |
| | | ODUF: Message Processing, per message | | | | | | | | 0.0032 | | | | | | | |
| | | ODUF: Message Processing, per Magnetic Tape provisioned | | | | | | | | 54.61 | | | | | | | |
| | | ODUF: Data Transmission (CONNECT:DIRECT), per message | | | | | | | | 0.00004 | | | | | | | |
| | | ENHANCED OPTIONAL DAILY USAGE FILE (EODUF) | | | | | | | | | | | | | | | |
| | | EODUF: Message Processing, per message | | | | | | | | 0.2285406 | | | | | | | |

| Resale Discounts & Rates - South Carolina | | | | | | | | | | | | | Attachment: 1 | | Exhibit: D | | | | | |
|--|---------------|--|--|--|--|---------|------|-----|--------|-----------|--------------|----------|-------------------------|----------------------------------|--------------------------------------|--|--|---|---|-------|
| CATEGORY | RATE ELEMENTS | | | | | Interim | Zone | BCS | USOC | RATES(\$) | | | | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-Add'l | Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l | |
| | | | | | | | | | | Rec | Nonrecurring | | Nonrecurring Disconnect | | OSS Rates(\$) | | | | | |
| | | | | | | | | | | | First | Add'l | First | Add'l | SOMECE | SOMAN | SOMAN | SOMAN | SOMAN | SOMAN |
| APPLICABLE DISCOUNTS | | | | | | | | | | | | | | | | | | | | |
| | | Residence % | | | | | | | | 14.80 | | | | | | | | | | |
| | | Business % | | | | | | | | 14.80 | | | | | | | | | | |
| | | CSAs % | | | | | | | | 8.98 | | | | | | | | | | |
| OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES" | | | | | | | | | | | | | | | | | | | | |
| NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in each of the 9 states. | | | | | | | | | | | | | | | | | | | | |
| | | OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only | | | | | | | SOMECE | | 3.50 | 0.00 | 3.50 | 0.00 | | | | | | |
| | | OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only | | | | | | | SOMAN | | 19.99 | 0.00 | 19.99 | 0.00 | | | | | | |
| BRANDING - DIRECTORY ASSISTANCE | | | | | | | | | | | | | | | | | | | | |
| | | Branding | | | | | | | | | | | | | | | | | | |
| | | Recording of DA Custom Branded Announcement | | | | | | | | | 3,000.00 | 3,000.00 | | | | | | | | |
| | | Loading of DA Custom Branded Announcement per Switch per OCN | | | | | | | | | 1,170.00 | 1,170.00 | | | | | | | | |
| | | Unbranding via OLNS for Wholesale CLEC | | | | | | | | | | | | | | | | | | |
| | | Loading of DA per OCN (1 OCN per Order) | | | | | | | | | 420.00 | 420.00 | | | | | | | | |
| | | Loading of DA per Switch per OCN | | | | | | | | | 16.00 | 16.00 | | | | | | | | |
| BRANDING - OPERATOR CALL PROCESSING | | | | | | | | | | | | | | | | | | | | |
| | | Branding | | | | | | | | | | | | | | | | | | |
| | | Recording of Custom Branded OA Announcement | | | | | | | | | 7,000.00 | 7,000.00 | | | | | | | | |
| | | Loading of Custom Branded OA Announcement per shelf/NAV per OCN | | | | | | | | | 500.00 | 500.00 | | | | | | | | |
| | | Unbranding via OLNS for Wholesale CLEC | | | | | | | | | | | | | | | | | | |
| | | Loading of OA per OCN (Regional) | | | | | | | | | 1,200.00 | 1,200.00 | | | | | | | | |
| ODUF/EODUF SERVICES | | | | | | | | | | | | | | | | | | | | |
| | | OPTIONAL DAILY USAGE FILE (ODUF) | | | | | | | | | | | | | | | | | | |
| | | ODUF: Recording, per message | | | | | | | | | 0.0000216 | | | | | | | | | |
| | | ODUF: Message Processing, per message | | | | | | | | | 0.004704 | | | | | | | | | |
| | | ODUF: Message Processing, per Magnetic Tape provisioned | | | | | | | | | 48.87 | | | | | | | | | |
| | | ODUF: Data Transmission (CONNECT:DIRECT), per message | | | | | | | | | 0.00010863 | | | | | | | | | |
| | | ENHANCED OPTIONAL DAILY USAGE FILE (EODUF) | | | | | | | | | | | | | | | | | | |
| | | EODUF: Message Processing, per message | | | | | | | | | 0.258301 | | | | | | | | | |

| Resale Discounts & Rates - Tennessee | | | | | | | | | | | | | Attachment: 1 | | Exhibit: D | | | | |
|--------------------------------------|---------------|--|--|--|--|---------|------|-----|------|-----------|--|--|---------------|----------------------------------|--------------------------------------|--|--|---|---|
| CATEGORY | RATE ELEMENTS | | | | | Interim | Zone | BCS | USOC | RATES(\$) | | | | Svc Order Submitted Elec per LSR | Svc Order Submitted Manually per LSR | Incremental Charge - Manual Svc Order vs. Electronic-1st | Incremental Charge - Manual Svc Order vs. Electronic-Add'l | Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st | Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l |
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Attachment 2

Pre-Ordering, Ordering, Provisioning, Maintenance and Repair

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1. QUALITY OF PRE-ORDERING, ORDERING, PROVISIONING, MAINTENANCE AND REPAIR. 3

2. ACCESS TO OPERATIONS SUPPORT SYSTEMS..... 3

3. MISCELLANEOUS..... 6

PRE-ORDERING, ORDERING, PROVISIONING, MAINTENANCE AND REPAIR

1. QUALITY OF PRE-ORDERING, ORDERING, PROVISIONING, MAINTENANCE AND REPAIR

- 1.1 BellSouth shall provide to Universal Telecom, Inc nondiscriminatory access to its Operations Support Systems (OSS) and the necessary information contained therein in order that Universal Telecom, Inc can perform the functions of pre-ordering, ordering, provisioning, maintenance and repair, and billing. BellSouth shall provide Universal Telecom, Inc with all relevant documentation (manuals, user guides, specifications, etc.) regarding business rules and other formatting information as well as practices and procedures necessary to ensure requests are efficiently processed. All documentation will be readily accessible at BellSouth's Interconnection Web site and is incorporated herein by reference. BellSouth shall ensure that its OSS are designed to accommodate requests for both current and projected demands of Universal Telecom, Inc and other CLECs in the aggregate.

2. ACCESS TO OPERATIONS SUPPORT SYSTEMS

- 2.1 BellSouth shall provide Universal Telecom, Inc nondiscriminatory access to its OSS and the necessary information contained therein in order that Universal Telecom, Inc can perform the functions of pre-ordering, ordering, provisioning, maintenance and repair, and billing. BellSouth shall provide nondiscriminatory access to the OSS through manual and/or electronic interfaces as described in this Attachment. It is the sole responsibility of Universal Telecom, Inc to obtain the technical capability to access and utilize BellSouth's OSS interfaces. Specifications for Universal Telecom, Inc's access and use of BellSouth's electronic interfaces are set forth at BellSouth's Interconnection Web site and are incorporated herein by reference.
- 2.1.1 Universal Telecom, Inc agrees to comply with the provisions of the Operations Support Systems (OSS) Interconnection Volume Guidelines as set forth at BellSouth's Interconnection Web site, and incorporated herein by reference as amended from time to time.
- 2.2 Pre-Ordering. BellSouth will provide electronic access to its OSS and the information contained therein in order that Universal Telecom, Inc can perform the following pre-ordering functions: service address validation, telephone number selection, service and feature availability, due date information, customer record information and loop makeup information. Mechanized access is provided by electronic interfaces whose specifications for access and use are set forth at BellSouth's Interconnection Web site and are incorporated herein by reference. The process by which BellSouth and Universal Telecom, Inc will manage these

electronic interfaces to include the development and introduction of new interfaces will be governed by the change management process as described in Section 2.6 below. Universal Telecom, Inc shall provide to BellSouth access to customer record information, including circuit numbers associated with each telephone number where applicable. Universal Telecom, Inc shall provide such information within four (4) hours after request via electronic access where available. If electronic access is not available, Universal Telecom, Inc shall provide to BellSouth paper copies of customer record information, including circuit numbers associated with each telephone number where applicable. If BellSouth requests the information before noon, the customer record information shall be provided the same day. If BellSouth requests the information after noon, the customer record information shall be provided by noon the following day.

2.2.1 The Parties agree not to view, copy, or otherwise obtain access to the customer record information of any customer without that customer's permission. Universal Telecom, Inc will obtain access to customer record information only in strict compliance with applicable laws, rules, or regulations of the state in which the service is provided. BellSouth reserves the right to audit Universal Telecom, Inc's access to customer record information. If a BellSouth audit of Universal Telecom, Inc's access to customer record information reveals that Universal Telecom, Inc is accessing customer record information without having obtained the proper End User authorization, BellSouth upon reasonable notice to Universal Telecom, Inc may take corrective action, including but not limited to suspending or terminating Universal Telecom, Inc's electronic access to BellSouth's OSS functionality. All such information obtained through an audit shall be deemed Information covered by the Proprietary and Confidential Information section in the General Terms and Conditions of this Agreement.

2.3 Ordering. BellSouth will make available to Universal Telecom, Inc electronic interfaces for the purpose of exchanging order information, including order status and completion notification, for non-complex and certain complex resale requests. Specifications for access and use of BellSouth's electronic interfaces are set forth at BellSouth's Interconnection Web site and are incorporated herein by reference as they are amended from time to time. The process by which BellSouth and Universal Telecom, Inc will manage these electronic interfaces to include the development and introduction of new interfaces will be governed by the change management process as described below.

2.3.1 Universal Telecom, Inc shall place orders for services by submitting a local service request ("LSR") to BellSouth. BellSouth shall bill Universal Telecom, Inc an electronic service order charge at the rate set forth in the applicable Attachment to this Agreement for each LSR submitted by means of an electronic interface. BellSouth shall bill Universal Telecom, Inc a manual service order charge at the rate set forth in the applicable Attachment to this Agreement for each LSR submitted by means other than the electronic Interfaces (e.g. mail, fax, courier,

etc.). An individual LSR will be identified for billing purposes by its Purchase Order Number ("PON").

- 2.3.1.1 Universal Telecom, Inc may submit an LSR to request that an End User's service be temporarily suspended, denied, or restored. Alternatively, Universal Telecom, Inc may submit a list of such End Users if Universal Telecom, Inc provides a separate PON for each location on the list. Each location will be billed as a separate LSR.
- 2.3.1.2 BellSouth will bill the electronic or manual service order charge, as applicable, for an LSR, regardless of whether that LSR is later supplemented, clarified or cancelled.
- 2.3.1.3 Notwithstanding the foregoing, BellSouth will not bill an additional electronic or manual service order charge for supplements to any LSR submitted to clarify, correct, change or cancel a previously submitted LSR.
- 2.4 Provisioning. BellSouth shall provision services during its regular working hours. To the extent Universal Telecom, Inc requests provisioning of service to be performed outside BellSouth's regular working hours, or the work so requested requires BellSouth's technicians or project managers to work outside of regular working hours, overtime charges set forth in BellSouth's State E Tariff, Section 13.2, shall apply. Notwithstanding the foregoing, if such work is performed outside of regular working hours by a BellSouth technician or project manager during his or her scheduled shift and BellSouth does not incur any overtime charges in performing the work on behalf of Universal Telecom, Inc, BellSouth will not assess Universal Telecom, Inc additional charges beyond the rates and charges specified in this Agreement.
 - 2.4.1 In the event BellSouth must dispatch to the End User's location more than once due to incorrect or incomplete information provided by Universal Telecom, Inc (e.g., incomplete address, incorrect contact name/number, etc.), BellSouth will bill Universal Telecom, Inc for each additional dispatch required to provision the circuit due to the incorrect/incomplete information provided. BellSouth will assess the applicable Maintenance of Service rates from BellSouth's FCC No. 1 Tariff, Section 13.3.1 (E).
 - 2.4.2 Cancellation Charges. If Universal Telecom, Inc cancels an LSR for resold services, any costs incurred by BellSouth in conjunction with the provisioning of that request will be recovered in accordance with BellSouth's Private Line Tariff or BellSouth's FCC No. 1 Tariff, Section 5.4.
- 2.5 Maintenance and Repair. BellSouth will make available to Universal Telecom, Inc electronic interfaces for the purpose of reporting and monitoring service troubles. Specifications for access and use of BellSouth's maintenance and repair electronic interfaces are set forth at BellSouth's Interconnection Web site and are

incorporated herein by reference. The process by which BellSouth and Universal Telecom, Inc will manage these electronic interfaces to include the development and introduction of new interfaces will be governed by the change management process as described below. Requests for trouble repair are billed in accordance with the provisions of this Agreement. BellSouth and Universal Telecom, Inc agree to adhere to BellSouth's Operational Understanding, as amended from time to time during this Agreement and as incorporated herein by reference. The Operational Understanding may be accessed via BellSouth's Interconnection Web site.

- 2.5.1 If Universal Telecom, Inc reports a trouble and no trouble actually exists on the BellSouth portion, BellSouth will charge Universal Telecom, Inc for any dispatching and testing (both inside and outside the Central Office (CO)) required by BellSouth in order to confirm the working status.
- 2.5.2 In the event BellSouth must dispatch to the End User's location more than once due to incorrect or incomplete information provided by Universal Telecom, Inc (e.g., incomplete address, incorrect contact name/number, etc.), BellSouth will bill Universal Telecom, Inc for each additional dispatch required to repair the circuit due to the incorrect/incomplete information provided. BellSouth will assess the applicable Maintenance of Service rates from BellSouth's FCC No. 1 Tariff, Section 13.3.1 (E).
- 2.6 Billing. BellSouth will provide Universal Telecom, Inc nondiscriminatory access to billing information as specified in Attachment 3 to this Agreement.
- 2.7 Change Management. BellSouth and Universal Telecom, Inc agree that the collaborative change management process known as the Change Control Process (CCP) will be used to manage changes to existing interfaces, introduction of new interfaces and retirement of interfaces. BellSouth and Universal Telecom, Inc agree to comply with the provisions of the documented Change Control Process as may be amended from time to time and incorporated herein by reference. The change management process will cover changes to BellSouth's electronic interfaces, BellSouth's testing environment, associated manual process improvements, and relevant documentation. The process will define a procedure for resolution of change management disputes. Documentation of the CCP as well as related information and processes will be clearly organized and readily accessible to Universal Telecom, Inc at BellSouth's Interconnection Web site.
- 2.8 Rates. Unless otherwise specified herein, charges for the use of BellSouth's Operations Support Systems (OSS), and other charges applicable to pre-ordering, ordering, provisioning and maintenance and repair, shall be at the rates set forth in the applicable Attachment of this Agreement.

3. MISCELLANEOUS

- 3.1 Pending Orders. To the extent that Universal Telecom, Inc submits an LSR with incomplete, incorrect or conflicting information, BellSouth will return the LSR to Universal Telecom, Inc for clarification. Universal Telecom, Inc shall respond to the request for clarification within thirty (30) days by submitting a supplemental LSR. If Universal Telecom, Inc does not submit a supplement LSR within thirty (30) days, BellSouth will cancel the original LSR and Universal Telecom, Inc shall be required to submit a new LSR, with a new PON.
- 3.2 Single Point of Contact. Universal Telecom, Inc will be the single point of contact with BellSouth for ordering activity for resold services used by Universal Telecom, Inc to provide services to its End Users, except that BellSouth may accept a request directly from another CLEC, or BellSouth, acting with authorization of the affected End User. Universal Telecom, Inc and BellSouth shall each execute a blanket letter of authorization with respect to customer requests so that prior proof of End User authorization will not be necessary with every request (except in the case of a local service freeze). The Parties shall each be entitled to adopt their own internal processes for verification of customer authorization for requests, provided, however, that such processes shall comply with applicable state and federal law and industry and regulatory guidelines. Pursuant to a request from another carrier, BellSouth may disconnect any resold service being used by Universal Telecom, Inc to provide service to that End User and may reuse such facilities to enable such other carrier to provide service to the End User. BellSouth will notify Universal Telecom, Inc that such a request has been processed but will not be required to notify Universal Telecom, Inc in advance of such processing.
- 3.2.1 Neither BellSouth nor Universal Telecom, Inc shall prevent or delay an End User from migrating to another carrier because of unpaid bills, denied service, or contract terms.
- 3.2.2 The Parties shall return a Firm Order Confirmation (FOC) and Local Service Request (LSR) rejection/clarification in accordance with the intervals specified in Attachment 4 of this Agreement.
- 3.2.3 Use of Facilities. When an End User of Universal Telecom, Inc elects to discontinue service and to transfer service to another local exchange carrier, including BellSouth, BellSouth shall have the right to reuse the facilities provided to Universal Telecom, Inc by BellSouth. In addition, where BellSouth provides local switching, BellSouth may disconnect and reuse facilities when the facility is in a denied state and BellSouth has received a request to establish new service or transfer service from an End User or from a CLEC. BellSouth will notify Universal Telecom, Inc that such a request has been processed after the disconnect order has been completed.
- 3.3 Contact Numbers. The Parties agree to provide one another with toll-free nationwide (50 states) contact numbers for the purpose of ordering, provisioning and

maintenance of services. Contact numbers for maintenance/repair of services shall be staffed 24 hours per day, 7 days per week. BellSouth will close trouble tickets after making a reasonable effort to contact Universal Telecom, Inc for authorization to close a ticket. BellSouth will place trouble tickets in delayed maintenance status after making a reasonable effort to contact Universal Telecom, Inc to request additional information or to request authorization for additional work deemed necessary by BellSouth.

3.4 Subscription Functions. In cases where BellSouth performs subscription functions for an interexchange carrier (IXC) (i.e. PIC and LPIC changes via Customer Account Record Exchange (CARE)), BellSouth will in all possible instances provide the affected IXCs with the Operating Company Number (OCN) of the local provider for the purpose of obtaining End User billing account and other End User information required under subscription requirements.

3.4.1 When Universal Telecom, Inc's End User, served by resale, changes its PIC or LPIC, and per BellSouth's FCC or state tariff the interexchange carrier elects to charge the End User the PIC or LPIC change charge, BellSouth will bill the PIC or LPIC change charge to Universal Telecom, Inc, which has the billing relationship with that End User, and Universal Telecom, Inc may pass such charge to the End User.

Attachment 3

Billing

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| 1. PAYMENT AND BILLING ARRANGEMENTS..... | 4 |
| 2. BILLING DISPUTES..... | 10 |

BILLING

1. PAYMENT AND BILLING ARRANGEMENTS

The terms and conditions set forth in this Attachment shall apply to all services ordered and provisioned pursuant to this Agreement.

- 1.1 BellSouth will bill through the Carrier Access Billing System (CABS), Integrated Billing System (IBS) and/or the Customer Records Information Systems (CRIS) depending on the particular service(s) provided to Universal Telecom, Inc under this Agreement. BellSouth will format all bills in CABS Billing Output Specification (CBOS) Standard or CLUB/EDI format, depending on the type of service provided. For those services where standards have not yet been developed, BellSouth's billing format may change in accordance with applicable industry standards.
 - 1.1.1 For any service(s) BellSouth receives from Universal Telecom, Inc, Universal Telecom, Inc shall bill BellSouth in CBOS format.
 - 1.1.2 Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to BellSouth.
 - 1.1.3 BellSouth will render bills each month on established bill days for each of Universal Telecom, Inc's accounts. If either Party requests multiple billing media or additional copies of the bills, the billing Party will provide these at the rates set forth in BellSouth's FCC No. 1 Tariff, Section 13.3.6.3, except for resold services which shall be at the rates set forth in BellSouth's Non-Regulated Services Pricing List N6.
 - 1.1.4 BellSouth will bill Universal Telecom, Inc in advance for all services to be provided during the ensuing billing period except charges associated with service usage and nonrecurring charges, which will be billed in arrears.
 - 1.1.4.1 For resold services, charges for services will be calculated on an individual End User account level, including, if applicable, any charge for usage or usage allowances. BellSouth will also bill Universal Telecom, Inc, and Universal Telecom, Inc will be responsible for and remit to BellSouth, all charges applicable to said services including but not limited to 911 and E911 charges, End Users common line charges, federal subscriber line charges, telecommunications relay charges, and franchise fees, unless otherwise ordered by a Commission.
 - 1.1.5 BellSouth will not perform billing and collection services for Universal Telecom, Inc as a result of the execution of this Agreement.
- 1.2 Establishing Accounts. After submitting a credit profile and deposit, if required, and after receiving certification as a local exchange carrier from the appropriate Commission, Universal Telecom, Inc will provide the appropriate BellSouth

advisory team/local contract manager the necessary documentation to enable BellSouth to establish accounts for resold services. Such documentation shall include the Application for Master Account, if applicable, proof of authority to provide telecommunications services, the appropriate Operating Company Numbers (OCN) for each state as assigned by the National Exchange Carriers Association (NECA), Carrier Identification Code (CIC), if applicable, Access Customer Name and Abbreviation (ACNA), if applicable, Blanket Letter of Authorization (LOA), Misdirected Number form, and a tax exemption certificate, if applicable. Notwithstanding anything to the contrary in this Agreement, Universal Telecom, Inc may not order services under a new account established in accordance with this Section 1.2 until thirty (30) days after all information specified in this Section 1.2 is received from Universal Telecom, Inc.

- 1.2.1 Company Identifiers. If Universal Telecom, Inc needs to change, add to, eliminate or convert its OCN(s), ACNAs and other identifying codes (collectively “Company Identifiers”) under which it operates when Universal Telecom, Inc has already been conducting business utilizing those Company Identifiers, Universal Telecom, Inc shall pay all charges as a result of such change, addition, elimination or conversion to the new Company Identifiers. Such charges include, but are not limited to, all time required to make system updates to all of Universal Telecom, Inc’s End User records and any other changes to BellSouth systems or Universal Telecom, Inc records, and will be handled in a separately negotiated agreement or as otherwise required by BellSouth.
- 1.2.2 Tax Exemption. It is the responsibility of Universal Telecom, Inc to provide BellSouth with a properly completed tax exemption certificate at intervals required by the appropriate taxing authorities. A tax exemption certificate must be supplied for each individual Universal Telecom, Inc entity purchasing Services under this Agreement. Upon BellSouth’s receipt of a properly completed tax exemption certificate, subsequent billings to Universal Telecom, Inc will not include those taxes or fees from which Universal Telecom, Inc is exempt. Prior to receipt of a properly completed exemption certificate, BellSouth shall bill, and Universal Telecom, Inc shall pay all applicable taxes and fees. In the event that Universal Telecom, Inc believes that it is entitled to an exemption from and refund of taxes with respect to the amount billed prior to BellSouth’s receipt of a properly completed exemption certificate, BellSouth shall assign to Universal Telecom, Inc its rights to claim a refund of such taxes. If applicable law prohibits the assignment of tax refund rights or requires the claim for refund of such taxes to be filed by BellSouth, BellSouth shall, after receiving a written request from Universal Telecom, Inc and at Universal Telecom, Inc’s sole expense, pursue such refund claim on behalf of Universal Telecom, Inc, provided that Universal Telecom, Inc promptly reimburses BellSouth for any costs and expenses incurred by BellSouth in pursuing such refund claim, and provided further that BellSouth shall have the right to deduct any such outstanding costs and expenses from the amount of any refund obtained prior to remitting such refund to Universal Telecom, Inc. Universal Telecom, Inc shall be solely responsible for the computation, tracking,

reporting and payment of all taxes and fees associated with the services provided by Universal Telecom, Inc to its End Users.

- 1.3 Deposit Policy. Prior to the inauguration of service or, thereafter, upon BellSouth's request, Universal Telecom, Inc shall complete the BellSouth Credit Profile (BellSouth form) and provide information to BellSouth regarding Universal Telecom, Inc's credit and financial condition. Based on BellSouth's analysis of the BellSouth Credit Profile and other relevant information regarding Universal Telecom, Inc's credit and financial condition, BellSouth reserves the right to require Universal Telecom, Inc to provide BellSouth with a suitable form of security deposit for Universal Telecom, Inc's account(s). If, in BellSouth's sole discretion, circumstances so warrant and/or Universal Telecom, Inc's gross monthly billing has increased, BellSouth reserves the right to request additional security (or to require a security deposit if none was previously requested) and/or file a Uniform Commercial Code (UCC-1) security interest in Universal Telecom, Inc's "accounts receivables and proceeds".
- 1.3.1 Security deposit shall take the form of cash, an Irrevocable Letter of Credit (BellSouth form), Surety Bond (BellSouth form) or, in BellSouth's sole discretion, some other form of security proposed by Universal Telecom, Inc. Any such security deposit shall in no way release Universal Telecom, Inc from its obligation to make complete and timely payments of its bill(s). If BellSouth requires Universal Telecom, Inc to provide a security deposit, Universal Telecom, Inc shall provide such security deposit prior to the inauguration of service or within fifteen (15) days of BellSouth's request, as applicable. Deposit request notices will be sent to Universal Telecom, Inc via certified mail or overnight delivery. Such notice period will start the day after the deposit request notice is rendered by certified mail or overnight delivery. Interest on a cash security deposit shall accrue and be applied or refunded in accordance with the terms in BellSouth's General Subscriber Services Tariff (GSST).
- 1.3.2 Security deposits collected under this Section 1.3 shall not exceed two (2) months' estimated billing. Estimated billings are calculated based upon the monthly average of the previous six (6) months current billings, if Universal Telecom, Inc has received service from BellSouth during such period at a level comparable to that anticipated to occur over the next six (6) months. If either Universal Telecom, Inc or BellSouth has reason to believe that the level of service to be received during the next six (6) months will be materially higher or lower than received in the previous six (6) months, Universal Telecom, Inc and BellSouth shall agree on a level of estimated billings based on all relevant information.
- 1.3.3 In the event Universal Telecom, Inc fails to provide BellSouth with a suitable form of security deposit or additional security deposit as required herein, defaults on its account(s), or otherwise fails to make any payment or payments required under this Agreement in the manner and within the time required, service to Universal Telecom, Inc may be Suspended, Discontinued or Terminated in accordance with

the terms of Section 1.5 below. Upon Termination of services, BellSouth shall apply any security deposit to Universal Telecom, Inc's final bill for its account(s).

- 1.3.3.1 At least seven (7) days prior to the expiration of any letter of credit provided by Universal Telecom, Inc as security under this Agreement, Universal Telecom, Inc shall renew such letter of credit or provide BellSouth with evidence that Universal Telecom, Inc has obtained a suitable replacement for the letter of credit. If Universal Telecom, Inc fails to comply with the foregoing, BellSouth shall thereafter be authorized to draw down the full amount of such letter of credit and utilize the cash proceeds as security for Universal Telecom, Inc accounts(s). If Universal Telecom, Inc provides a security deposit or additional security deposit in the form of a surety bond as required herein, Universal Telecom, Inc shall renew the surety bond or provide BellSouth with evidence that Universal Telecom, Inc has obtained a suitable replacement for the surety bond at least seven (7) days prior to the cancellation date of the surety bond. If Universal Telecom, Inc fails to comply with the foregoing, BellSouth shall thereafter be authorized to take action on the surety bond and utilize the cash proceeds as security for Universal Telecom, Inc's account(s). If the credit rating of any bonding company that has provided Universal Telecom, Inc with a surety bond provided as security hereunder has fallen below B, BellSouth will provide written notice to Universal Telecom, Inc that Universal Telecom, Inc must provide a replacement bond or other suitable security within fifteen (15) days of BellSouth's written notice. If Universal Telecom, Inc fails to comply with the foregoing, BellSouth shall thereafter be authorized to take action on the surety bond and utilize the cash proceeds as security for Universal Telecom, Inc's account(s). Notwithstanding anything contained in this Agreement to the contrary, BellSouth shall be authorized to draw down the full amount of any letter of credit or take action on any surety bond provided by Universal Telecom, Inc as security hereunder if Universal Telecom, Inc defaults on its account(s) or otherwise fails to make any payment or payments required under this Agreement in the manner and within the time, as required herein.

- 1.4 Payment Responsibility. Payment of all charges will be the responsibility of Universal Telecom, Inc. Universal Telecom, Inc shall pay invoices by utilizing wire transfer services or automatic clearing house services or by check, in immediately available funds. Universal Telecom, Inc shall make payment to BellSouth for all services billed including disputed amounts. BellSouth will not become involved in billing disputes that may arise between Universal Telecom, Inc and Universal Telecom, Inc's End User.

- 1.4.1 Payment Due. Payment for services provided by BellSouth, including disputed charges, is due on or before the next bill date. Information required to apply payments must accompany the payment. The information must notify BellSouth of Billing Account Numbers (BAN) paid; invoices paid and the amount to be applied to each BAN and invoice (Remittance Information). Payment is considered to have been made when the payment and Remittance Information are received by

BellSouth. If the Remittance Information is not received with payment, BellSouth will be unable to apply amounts paid to Universal Telecom, Inc's accounts. In such event, BellSouth shall hold such funds until the Remittance Information is received. If BellSouth does not receive the Remittance Information by the payment due date for any account(s), late payment charges shall apply.

- 1.4.1.1 Due Dates. If the payment due date falls on a Sunday or on a holiday that is observed on a Monday, the payment due date shall be the first non-holiday day following such Sunday or holiday. If the payment due date falls on a Saturday or on a holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-holiday day preceding such Saturday or holiday. If payment is not received by the payment due date, a late payment charge, as set forth in Section 1.4.1.2, below, shall apply.
- 1.4.1.2 Late Payment. If any portion of the payment is not received by BellSouth on or before the payment due date as set forth preceding, or if any portion of the payment is received by BellSouth in funds that are not immediately available to BellSouth, then a late payment and/or interest charge shall be due to BellSouth. The late payment and/or interest charge shall apply to the portion of the payment not received and shall be assessed as set forth in Section A2 of the General Subscriber Services Tariff, Section B2 of the Private Line Service Tariff or Section E2 of the Intrastate Access Tariff, or pursuant to the applicable state law as determined by BellSouth. In addition to any applicable late payment and/or interest charges, Universal Telecom, Inc may be charged a fee for all returned checks at the rate set forth in Section A2 of the General Subscriber Services Tariff or pursuant to the applicable state law.
- 1.5 Discontinuing Service to Universal Telecom, Inc. The procedures for discontinuing service to Universal Telecom, Inc are as follows:
 - 1.5.1 In order of severity, Suspend/Suspension, Discontinue/Discontinuance and Terminate/Termination are defined as follows for the purposes of this Attachment:
 - 1.5.1.1 Suspend/Suspension is the temporary restriction of the billed Party's access to the ordering systems and/or access to the billed Party's ability to initiate PIC-related changes. In addition, during Suspension, pending orders may not be completed and orders for new service or changes to existing services may not be accepted.
 - 1.5.1.2 Discontinue/Discontinuance is the denial of service by the billing Party to the billed Party that will result in the disruption and discontinuation of service to the billed Party's End Users or customers. Additionally, at the time of Discontinuance, BellSouth will remove any Local Service Freezes in place on the billed Party's End Users.
 - 1.5.1.3 Terminate/Termination is the disconnection of service by the billing Party to the billed Party.

- 1.5.2 BellSouth reserves the right to Suspend, Discontinue or Terminate service in the event of prohibited, unlawful or improper use of BellSouth facilities or service, abuse of BellSouth facilities, or any other violation or noncompliance by Universal Telecom, Inc of the rules and regulations of BellSouth's tariffs.
- 1.5.3 Suspension. If payment of amounts due as described herein is not received by the bill date in the month after the original bill date, or fifteen (15) days from the date of a deposit request in the case of security deposits, BellSouth will provide written notice to Universal Telecom, Inc that services will be Suspended if payment of such amounts, and all other amounts that become past due before Suspension, is not received by wire transfer, automatic clearing house or cashier's check or by check, in immediately available funds in the manner set forth in Section 1.4.1 above, or in the case of a security deposit request, in the manner set forth in Section 1.3.1: (1) within seven (7) days following such notice for CABS billed services; (2) within fifteen (15) days following such notice for CRIS and IBS billed services; and (3) within seven (7) days following such notice for security deposit requests.
- 1.5.3.1 The Suspension notice shall also provide that all past due charges for CRIS and IBS billed services, and all other amounts that become past due for such services before Discontinuance, , must be paid within thirty (30) days from the date of the Suspension notice to avoid Discontinuance of CRIS and IBS billed services.
- 1.5.3.2 For CABS billed services, BellSouth will provide a Discontinuance notice that is separate from the Suspension notice, that all past due charges for CABS billed Services, and all other amounts that become past due for such services before Discontinuance, must be paid within thirty (30) days from the date of the Suspension notice to avoid Discontinuance of CABS billed services. This Discontinuance notice may be provided at the same time that BellSouth provides the Suspension notice.
- 1.5.4 Discontinuance. If payment of amounts due as described herein is not received by the bill date in the month after the original bill date, BellSouth will provide written notice that BellSouth may Discontinue the provision of existing services to Universal Telecom, Inc if payment of such amounts, and all other amounts that become past due before Discontinuance, including requested security deposits, is not received by wire transfer, automatic clearing house or cashier's check in the manner set forth in Section 1.4.1 above or in the case of a deposit in accordance with Section 1.3.1, within thirty (30) days following such written notice; provided, however, that BellSouth may provide written notice that such existing services may be Discontinued within fifteen (15) days following such notice, subject to the criteria described in Section 1.5.5.
- 1.5.5 BellSouth may take the action to Discontinue the provision of existing service upon fifteen (15) days from the day after BellSouth provides written notice of such Discontinuance if (a) such notice is sent by certified mail or overnight delivery; (b)

Universal Telecom, Inc has not paid all amounts due pursuant to a subject bill(s), or has not provided adequate security pursuant to a deposit request; and (c) either:

(1) BellSouth has sent the subject bill(s) to Universal Telecom, Inc within (7) business days of the bill date(s), verifiable by records maintained by BellSouth:

- i. in paper or CDROM form via the United States Postal Service (USPS), or
- ii. in magnetic tape form via overnight delivery, or
- iii. via electronic transmission; or

(2) BellSouth has sent the subject bill(s) to Universal Telecom, Inc, using one of the media described in (1) above, more than thirty (30) days before notice to Discontinue service has been rendered.

1.5.6 In the case of Discontinuance of services, all billed charges, as well as applicable disconnect charges, shall become due.

1.5.7 Universal Telecom, Inc is solely responsible for notifying the End User of the Discontinuance of service. If, within seven (7) days after Universal Telecom, Inc's services have been Discontinued, Universal Telecom, Inc pays, by wire transfer, automatic clearing house or cashier's check, all past due charges, including late payment charges, outstanding security deposit request amounts if applicable and any applicable restoral charges as set forth in Section A4 of the GSST, then BellSouth will reestablish service for Universal Telecom, Inc.

1.5.7.1 Termination. If within seven (7) days after Universal Telecom, Inc's service has been Discontinued and Universal Telecom, Inc has failed to pay all past due charges as described above, then Universal Telecom, Inc's service will be Terminated.

1.6 Notices. Notwithstanding anything to the contrary in this Agreement, all bills and notices regarding billing matters, disconnection of services for nonpayment of charges, and rejection of additional orders from Universal Telecom, Inc, shall be forwarded to the individual and/or address provided by Universal Telecom, Inc in establishment of its billing account(s) with BellSouth, or to the individual and/or address subsequently provided by Universal Telecom, Inc as the contact for billing. All monthly bills and notices described in this Section shall be forwarded to the same individual and/or address; provided, however, upon written request from Universal Telecom, Inc to BellSouth's billing organization, the notice of discontinuance of services purchased by Universal Telecom, Inc under this Agreement provided for in Section 1.5.4 of this Attachment shall be sent via certified mail to the individual(s) listed in the Notices provision of the General Terms and Conditions of this Agreement.

2. BILLING DISPUTES

- 2.1 Universal Telecom, Inc shall electronically submit all billing disputes to BellSouth using the form specified by BellSouth. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) days of the notification date. Within five (5) business days of BellSouth's denial, or partial denial, of the billing dispute, if Universal Telecom, Inc is not satisfied with BellSouth's resolution of the billing dispute or if no response to the billing dispute has been received by Universal Telecom, Inc by such sixtieth (60th) day, Universal Telecom, Inc must pursue the escalation process as outlined in the Billing Dispute Escalation Matrix, set forth on BellSouth's Interconnection Services Web site, or the billing dispute shall be considered denied and closed. If, after escalation, the Parties are unable to reach resolution, then the aggrieved Party, if it elects to pursue the dispute shall pursue dispute resolution in accordance with the General Terms and Conditions of this Agreement.
- 2.2 For purposes of this Section 2, a billing dispute means a reported dispute submitted pursuant to Section 2.1 of a specific amount of money actually billed by BellSouth. The billing dispute must be clearly explained by Universal Telecom, Inc and supported by written documentation, which clearly shows the basis for disputing charges. The determination as to whether the billing dispute is clearly explained or clearly shows the basis for disputing charges shall be within BellSouth's sole reasonable discretion. Disputes that are not clearly explained or those that do not provide complete information may be rejected by BellSouth. Claims by Universal Telecom, Inc for damages of any kind will not be considered a billing dispute for purposes of this Section. If BellSouth resolves the billing dispute, in whole or in part, in favor of Universal Telecom, Inc, any credits and interest due to Universal Telecom, Inc as a result thereof shall be applied to Universal Telecom, Inc's account by BellSouth upon resolution of the billing dispute.

Attachment 4

Performance Measurements

PERFORMANCE MEASUREMENTS

Upon a particular Commission's issuance of an Order pertaining to Performance Measurements in a proceeding expressly applicable to all CLECs generally, BellSouth shall implement in that state such Performance Measurements as of the date specified by the Commission. Performance Measurements that have been Ordered in a particular state can currently be accessed via the internet at <http://pmap.bellsouth.com>.

The following Service Quality Measurements (SQM) plan as it presently exists and as it may be modified in the future, is being included as the performance measurements currently in place for the state of Tennessee. At such time that the TRA issues a subsequent Order pertaining to Performance Measurements, such Performance Measurements shall supersede the SQM contained in the Agreement.

BellSouth Service Quality Measurement Plan (SQM)

Tennessee Performance Metrics

**Measurement Descriptions
Version 2.00**

Issue Date: July 1, 2003

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 their 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, Florida, Mississippi, and North Carolina have and continue to influence the SQM. Per the Order in Docket 01-00193, issued by the Tennessee Regulatory Authority on October 4, 2002, this version of the SQM reflects the Florida Public Service Commission Order Nos. PSC-02-1736-PAA-TP, issued December 10, 2002, PSC-03-0529-PAA-TP, issued April 22, 2003 and PSC-03-0603-CO-TP, issued May 15, 2003.

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 Florida PSC.

This document is intended for use by someone with knowledge of the 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: <http://pmap.bellsouth.com> in the Documentation/Exhibits folder.

Report Publication Dates

Each month, preliminary SQM reports will be posted to BellSouth's SQM web site (<http://pmap.bellsouth.com>) by 8:00 A.M. EST on the 21st day of each month or the first business day after the 21st. The 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. Validated SEEM reports will be posted on the 15th of the following month. SEEM payments due will also be paid on the

¹Alternative Local Exchange Companies (ALEC) and Competing Local Providers (CLP) are referred to as Competitive Local Exchange Carriers (CLEC) in this document.

15th of the following month. For instance: May data will be posted in preliminary SQM reports on June 21. Final validated SQM reports will be posted on the last day of the month. Final validated SEEM reports will be posted and payments mailed on the 15th of the following month. BellSouth shall retain the performance measurement raw data files for a period of 18 months and further retain the monthly reports produced in PMAP for a period of three years.

Report Delivery Methods

CLEC SQM and SEEM reports will be considered delivered when posted to the web site. The Tennessee Regulatory Authority has access to the web site. In addition, a copy of the SQM and Monthly State Summary reports will be filed with the TRA as soon as possible after the last day of each month.

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Section 1: Operations Support Systems (OSS)

OSS-1: Average Response Interval and Percent within Interval (Pre-Ordering/Ordering)

Definition

The average response interval and percent within the Interval is the average times and percent of requests responded to within certain intervals for accessing legacy data associated with appointment scheduling, service and feature availability, address verification, request for Telephone numbers (TNs), and Customer Service Records (CSRs).

Exclusions

- Syntactically incorrect queries
- Scheduled OSS Maintenance
- Retail usage of LENS

Business Rules

The average response interval 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 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 received by the client application. The percent of accesses to the legacy systems during the reporting period which take less than 2.3 seconds, the percent of accesses which take more than 6 seconds, and the percent which are less than or equal to 6.3 seconds are also captured. BellSouth will not schedule maintenance during the hours from 8:00 a.m. until 9:00 p.m., Monday through Friday.

Calculation

Response Interval = (a - b)

- a = Date and Time of Legacy Response
- b = Date and Time of Legacy Request

Average Response Interval = c / d

- c = Sum of Response Intervals
- d = Number of Legacy Requests During the Reporting Period

Percent within Interval = (e / f) X 100

- e = Count of requests within the designated Interval within the reporting period.
- f = Number of Legacy Requests during the Reporting Period for System for which a response was provided.

Report Structure

- Interface Type
- Not CLEC Specific
- Not Product/Service Specific
- Regional Level

Data Retained

Relating to CLEC Experience

- Report Month
- Legacy Contract (per reporting dimension)
- Response Interval
- Regional Scope

Relating to BellSouth Performance

- Report Month
- Legacy Contract (per reporting dimension)
- Response Interval
- Regional Scope

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation

- **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.
- **CRIS** (Customer Record Information System) – Source of CSR (Customer Service Record) information. Contains information about individual customers including listings, addresses, features, services, etc. CLECs and BellSouth can query for CSR information.
- **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.

SQM Analog/Benchmark

- Parity + 2 seconds

(See Appendix D: Tables for SQM OSS Legacy Access Times)

SEEM Measure

| SEEM | Tier I | Tier II | Tier III |
|-----------|--------|---------|----------|
| Yes | | X | |

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation

- **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.
- **CRIS** (Customer Record Information System) – Source of CSR (Customer Service Record) information. Contains information about individual customers including listings, addresses, features, services, etc. CLECs and BellSouth can query for CSR information.
- **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.

SEEM Analog/Benchmark

- Parity + 2 Seconds

(See Appendix D: Tables for SEEM OSS Legacy Systems)

OSS-2: OSS Availability (Pre-Ordering/Ordering)

Definition

Percent of time OSS interface is functionally available compared to scheduled availability. Availability percentages for CLEC interface and for all Legacy systems accessed by them are captured. ("Functional Availability" is the amount of time in hours during the reporting period that the legacy systems are available to users. The planned System Scheduled Availability is the time in hours per day that the legacy system is scheduled to be available.)

Scheduled availability is posted on the Interconnection website: (www.interconnection.bellsouth.com/oss/osshour.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 outages which are defined as a critical function that is normally performed by the CLEC or is normally provided by an application or system available to the CLEC, but with significantly reduced response or processing time.
- Scheduled OSS Maintenance

Business Rules

This measurement captures the functional availability of applications/interfaces as a percentage of scheduled availability for the same systems. Only full and Loss of Functionality outages are included in the calculation for this measure. Full outages are defined as occurrences of either of the following:

- Application/Interface 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.
- Loss of Functionality outages are defined as:
 - A critical function that is normally performed by the CLEC or is normally provided by an application or system is temporarily unavailable to the CLEC.

Comparison to an internal benchmark provides a vehicle for determining whether or not CLECs and retail BellSouth entities are given comparable opportunities for use of pre-ordering and ordering systems.

(Note: Scheduled maintenance will not be performed between the hours of 8:00 a.m through 9:00 p.m. Monday through Friday.)

Calculation

OSS Availability (Pre-Ordering/Ordering) = $(a / b) \times 100$

- a = Functional Availability
- b = Scheduled Availability

Report Structure

- Interface Type
- Not CLEC Specific
- Not Product/Service Specific
- Regional Level

Data Retained

Relating to CLEC Experience

- Report Month
- Legacy Contract Type (per reporting dimension)
- Regional Scope
- Hours of Downtime

Relating to BellSouth Performance

- 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, Per OSS Interface..... >= 99.5%

[\(See Appendix D: Tables for SQM OSS Availability\)](#)

SEEM Measure

| SEEM | Tier I | Tier II |
|-----------|--------|---------|
| Yes | | X |

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation

SEEM Analog/Benchmark

- Regional Level, Per OSS Interface..... >= 99.5%

[\(See Appendix D: Tables for SEEM OSS Availability\)](#)

OSS-3: OSS 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 website: (www.interconnection.bellsouth.com/oss/osshour.html)

Exclusions

- CLEC-impacting trouble 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 outages which are defined as a critical function that is normally performed by the CLEC or is normally provided by an application or system available to the CLEC, but with significantly reduced response or processing time.

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.

Loss of Functionality outages are defined as:

- A critical function that is normally performed by the CLEC or is normally provided by an application or system is temporarily unavailable to the CLEC.

Comparison to an internal benchmark provides a vehicle for determining whether or not CLECs and retail BellSouth entities are given comparable opportunities for use of maintenance and repair systems.

Calculation

OSS Availability $(a / b) \times 100$

- a = Functional Availability
- b = Scheduled Availability

Report Structure

- Interface Type
- Not CLEC Specific
- Not Product/Service Specific
- Regional Level

Data Retained

Relating to CLEC Experience

- Availability of CLEC TAFI
- Availability of LMOS HOST, MARCH, SOCS, CRIS, PREDICTOR, LNP and OSPCM

- ECTA

Relating to BellSouth Performance

- Availability of BellSouth TAFI
- Availability of LMOS HOST, MARCH, SOCS, CRIS, PREDICTOR, LNP and OSPCM

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation

SQM Analog/Benchmark

- Regional Level, Per OSS Interface.....>= 99.5%

[\(See Appendix D: Tables for OSS Availability \(M&R\)\)](#)

SEEM Measure

| SEEM | Tier I | Tier II |
|-----------|--------|---------|
| Yes | | X |

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation

SEEM Analog/Benchmark

- Regional Level, Per OSS Interface.....>= 99.5%

[\(See Appendix D: Tables for SEEM OSS Availability \(M&R\)\)](#)

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 <= 10, <= 10, > 10, or > 30 seconds.

Average Interval = (e / f)

- e = Sum of Response Intervals
- f = Number of Queries Submitted in the Reporting Period

Report Structure

- Not CLEC Specific
- Not Product/Service Specific
- Regional Level

Data Retained

Relating to CLEC Experience

- CLEC Transaction Intervals

Relating to BellSouth Performance

- BellSouth Business and Residential Transactions Intervals

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation

SQM Analog/Benchmark

- Regional Level, Per OSS Interface..... Parity with Retail

(See Appendix D: Tables for Legacy System Access Times for M&R)

Note: BellSouth's Appendix D lists the query functions and the appropriate legacy systems that the queries travel through to return a response.

SEEM Measure

| SEEM | Tier I | Tier II |
|-----------|--------|---------|
| Yes | | X |

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation

SEEM Analog/Benchmark

- Region Level, Per OSS Interface Parity with Retail

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
- Weekends are excluded from the interval calculation
- Canceled Inquiries

Business Rules

The CLEC Manual Loop Makeup Service Inquiry (LMUSI) process includes inquiries submitted via E-mail or FAX to BellSouth's Complex Resale Support Group (CRSG)

This measurement combines three intervals:

1. From receipt of a valid 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 Makeup 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.

(A valid Service Inquiry is an inquiry that has all required fields populated correctly and has not been returned for clarification.)

Calculation

Response Interval = (a - b)

- a = Date the LMUSI returned to CLEC
- b = Date 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

- Report Month
- Total Number of Inquiries
- SI Intervals
- State and Region

Relating to BellSouth Performance

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation

- Loops Benchmark: 95% <= 3 Business Days

SQM Analog/Benchmark

SEEM Measure

| SEEM | Tier I | Tier II |
|-----------|---------|---------|
| Yes | X | X |

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation

- Loops Benchmark: 95% <= 3 Business Days

SEEM Analog/Benchmark

PO-2: Loop Makeup - 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
- Canceled Requests

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, TAG. It ends when BellSouth's Loop Facility Assignment and Control System (LFACS) responds electronically to the CLEC with the requested Loop Makeup data via the TAG Interface. LSRs submitted via LENSs will be reflected in the results for the TAG interface.

Note: The Loop Makeup 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 the 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

- Report Month
- Total Number of Inquires
- SI Interval
- State and Region

Relating to BellSouth Performance

- Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation

SQM Analog/Benchmark

- Loop Benchmark: 95% <= 1 Minute

SEEM Measure

| SEEM | Tier I | Tier II |
|-----------|---------|---------|
| Yes | X | X |

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation

SEEM Analog/Benchmark

- Loop..... 95% <= 1 Minute

Section 2: Ordering

O-1: Acknowledgement Message Timeliness

Definition

This measurement provides the response interval and percent within the 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 until an acknowledgement notice is sent by the system.

Exclusions

- Scheduled OSS Maintenance
- Manually Submitted LSRs

Business Rules

The process includes EDI and TAG system functional acknowledgements for all Local Service Requests (LSRs) which are electronically submitted by the CLEC. The start time is the receipt time of the LSR 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). For those CLECs using EDI, 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.

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 for returned acknowledgements
- d = Total number of electronically submitted Messages/LSRs received, via EDI or TAG respectively, for which Acknowledgement Notices were returned in the Reporting Period.

Percent within Interval = (e / f) X 100

- e = Total number of electronically submitted messages/LSRs received, from CLEC via EDI or TAG respectively, in the Reporting Period.
- f = Total number of electronically submitted messages/LSRs acknowledged in the Reporting Period.

Reporting Structure

- CLEC Aggregate
- CLEC Specific
- 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 LSRs in minutes

Data Retained

Relating to CLEC Experience

- Report Month
- Record of Functional Acknowledgements

Relating to BellSouth Performance

- Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation

- EDI EDI – 95% <= 30 Minutes
- TAG TAG – 95% <= 30 Minutes

SQM Analog/Benchmark

SEEM Measure

| SEEM | Tier I | Tier II |
|-----------|---------|---------|
| Yes | X | X |

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation

- EDI EDI – 95% <= 30 Minutes
- TAG TAG – 95% <= 30 Minutes

SEEM Analog/Benchmark

O-2: Acknowledgement Message Completeness

Definition

This measurement provides the percent of Messages/LSRs received via EDI or TAG, which are acknowledged electronically.

Exclusions

Manually submitted LSRs

Business Rules

EDI and TAG send Functional Acknowledgements for all LSRs, which are electronically submitted by a CLEC. For those CLECs using EDI, 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 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 Messages/LSRs electronically submitted by EDI or TAG respectively
- b = Total number of electronically submitted Messages/LSRs received in the reporting period by EDI or TAG respectively

Report Structure

- CLEC Aggregate
- CLEC Specific
- Geographic Scope
 - Region

Note: Acknowledgement message is generated before the system recognizes whether this message (LSR) will be partially or fully mechanized.

Data Retained

Relating to CLEC Experience

- Report Month
- Record of Functional Acknowledgements

Relating to BellSouth Performance

- Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation

SQM Analog/Benchmark

- EDI Benchmark: 99.9%
- TAG Benchmark: 99.5%

SEEM Measure

| SEEM | Tier I | Tier II |
|-----------|---------|---------|
| Yes | X | X |

SEEM Disaggregation - Analog/Benchmark**SEEM Disaggregation****SEEM Analog/Benchmark**

- EDI Benchmark: 99.9%
- TAG Benchmark: 99.5%

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 for Percent Flow-Through only
- 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 NXX 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 (All LNP 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 (Identions and Captions)
14. LNP Only – Supplement LSRs except supps of O-2 (Due Date Changes) on Req Type CB

*See LSR Flow-Through Matrix in Appendix E for a list of services, including complex services, and whether LSRs issued for the services are eligible to flow through. The matrix is updated automatically when new services are added or the systems are improved to allow a service to flow through. The current version of the Flow-Through Matrix is on the PMAP website (<http://pmap.bellsouth.com>) in the Documentation/Exhibits folder. Any change in the flow-through order category from flow-through to non-flow-through shall require prior

Commission approval.

Total System Fallout: Errors that require manual review by the LCSC to determine if the error is caused by the CLEC, or is due to 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 = $a / [b - (c + d + e + f)] \times 100$

- 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 fallout for manual processing
- d = the number of LSRs that are returned to the CLEC for auto clarification
- e = the number of LSRs that are returned to the CLEC from the LCSC due to CLEC clarification
- f = the number of LSRs that receive a Z status.

Percent Achieved Flow Through = $a / [b - (c + d + e)] \times 100$

- 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 auto clarification
- d = the number of LSRs that are returned to the CLEC from the LCSC due to CLEC clarification
- e = the number of LSRs that receive Z status

Report Structure

- CLEC Aggregate
 - Region

Data Retained

Relating to CLEC Experience

- Report Month
- Total Number of LSRs Received, by Interface, by CLEC
 - TAG
 - EDI
 - LENS
- Total Number of Errors by Type, by CLEC
 - Fatal Rejects
 - Auto Clarification
 - CLEC Caused System Fallout
- Total Number of Errors by Error Code
- Total Fallout for Manual Processing

Relating to BellSouth Performance

- Report Month
- Total Number of Errors by Type
 - BellSouth System Error

SQM Disaggregation - Analog/Benchmark

| SQM Level of Disaggregation | SQM Analog/Benchmark ^a |
|-----------------------------|-----------------------------------|
| • Residence | Benchmark: 95% |
| • Business | Benchmark: 90% |
| • UNE - Loops | Benchmark: 85% |
| • UNE-P | Benchmark: 90% |
| • LNP | Benchmark: 85% |

SEEM Measure

| SEEM | Tier I | Tier II |
|-----------|--------|---------|
| Yes | | X |

SEEM Disaggregation - Analog/Benchmark

| SEEM Disaggregation | SEEM Analog/Benchmark ^a |
|---------------------|------------------------------------|
| • Residence | Benchmark: 95% |
| • Business | Benchmark: 90% |
| • UNE - Loops | Benchmark: 85% |
| • UNE-P | Benchmark: 90% |
| • 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 for Percent Flow-Through only
- 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 NXX 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 (All LNP 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 (Identions and Captions)
14. LNP Only – Supplement LSRs except supps of O-2 (Due Date Changes) on Req Type CB

*See LSR Flow-Through Matrix in Appendix E for a list of services, including complex services, and whether LSRs issued for the services are eligible to flow through. The matrix is updated automatically when new services are added or the systems are improved to allow a service to flow through. The current version of the Flow-Through Matrix is on the PMAP website (<http://pmap.bellsouth.com>) in the

Documentation/Exhibits folder. Any change in the flow-through order category from flow-through to non-flow-through shall require prior Commission approval.

Total System Fallout: Errors that require manual review by the LCSC to determine if the error is caused by the CLEC, or is due to 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 = $a / [b - (c + d + e + f)] \times 100$

- 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 fallout for manual processing
- d = the number of LSRs that are returned to the CLEC for auto clarification
- e = the number of LSRs that are returned to the CLEC from the LCSC due to CLEC clarification
- f = the number of LSRs that receive a Z status.

Percent Achieved Flow Through = $a / [b - (c + d + e)] \times 100$

- 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 auto clarification
- d = the number of LSRs that are returned to the CLEC from the LCSC due to CLEC clarification
- 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
- Region

Data Retained

Relating to CLEC Experience

- Report Month
- Total Number of LSRs Received, by Interface, by CLEC
 - TAG
 - EDI
 - LENS
- Total Number of Errors by Type, by CLEC
 - Fatal Rejects
 - Auto Clarification

- CLEC Errors
- Total Number of Errors by Error Code
- Total Fallout for Manual Processing

Relating to BellSouth Performance

- Report Month
- Total Number of Errors by Type
 - BellSouth System Error

SQM Disaggregation - Analog/Benchmark

| SQM Level of Disaggregation | SQM Analog/Benchmark ^a |
|-----------------------------|-----------------------------------|
| • Residence | Benchmark: 95% |
| • Business | Benchmark: 90% |
| • UNE - Loops | Benchmark: 85% |
| • UNE-P..... | Benchmark: 90% |
| • LNP | Benchmark: 85% |

SEEM Measure

| SEEM | Tier I | Tier II |
|-----------|---------|---------|
| Yes | X | |

SEEM Disaggregation - Analog/Benchmark

| SEEM Disaggregation | SEEM Analog/Benchmark |
|---------------------|-----------------------|
| • Residence | Benchmark: 95% |
| • Business | Benchmark: 90% |
| • UNE- Loops | Benchmark: 85% |
| • UNE-P..... | Benchmark: 90% |
| • LNP | Benchmark: 85% |

^a Benchmarks do not apply to the "Percent Achieved Flow-Through."

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

- Report Month
- Total Number of LSRs Received
- Total Number of Errors by Type (by Error Code)
 - CLEC caused error

Relating to BellSouth Performance

- Report Month
- Total Number of Errors by Type (by Error Code)
 - BellSouth System Error

SQM Disaggregation - Analog/Benchmark**SQM Level of Disaggregation****SQM Analog/Benchmark**

- Not Applicable..... Not Applicable

SEEM Measure

| SEEM | Tier I | Tier II |
|------|--------|---------|
|------|--------|---------|

| | | |
|---------|--|--|
| No..... | | |
|---------|--|--|

SEEM Disaggregation - Analog/Benchmark**SEEM Disaggregation****SEEM Analog/Benchmark**

- Not Applicable..... Not Applicable

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

Not Applicable

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 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

- 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

Relating to BellSouth Performance

- Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation

- Not Applicable.....

SQM Analog/Benchmark

Not Applicable

SEEM Measure

| SEEM | Tier I | Tier II |
|------|--------|---------|
|------|--------|---------|

| | | |
|---------|--|--|
| No..... | | |
|---------|--|--|

SEEM Disaggregation - Analog/Benchmark**SEEM Disaggregation****SEEM Analog/Benchmark**

- | | |
|-----------------------|----------------|
| • Not Applicable..... | Not Applicable |
|-----------------------|----------------|

O-7: Percent Rejected Service Requests

Definition

Percent Rejected Service Request is the percent of total Service Requests [(Local Service Requests (LSRs) or Access Service Requests (ASRs)] received which are rejected due to error or omission. Service Requests are considered valid when they are submitted by the CLEC and pass edit checks to insure the data received is correctly formatted and complete.

Exclusions

- Service Requests canceled by the CLEC prior to being rejected/clarified.
- Fatal Rejects
- Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Test Orders, etc.) where identifiable
- LSRs identified as “Projects”

Business Rules

Fully Mechanized: An LSR/Service Request is considered “rejected” when it is submitted electronically but does not pass edit checks in the ordering systems (EDI, LENS, TAG, LESOG, LNP Gateway, LAUTO) 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. They are not considered in 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 or LAUTO 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.

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 Local Interconnection Service Center (LISC). Trunk data is reported as a separate category.

Calculation

Percent Rejected Service Requests = (a / b) X 100

- a = Total Number of Service Requests Rejected in the reporting period
- b = Total Number of Service Requests Received in the reporting period

Report Structure

- Fully Mechanized, Partially Mechanized, Non-Mechanized
- Trunks
- CLEC Specific
- CLEC Aggregate
- Geographic Scope
 - State

- Region
- Product Specific percent Rejected
- Total percent Rejected

Data Retained

Relating to CLEC Experience

- Report Month
- Total Number of LSRs
- Total Number of Rejects
- State and Region
- Total Number of ASRs (Trunks)

Relating to BellSouth Performance

- Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation

SQM Analog/Benchmark

Mechanized, Partially Mechanized and Non-Mechanized

- Resale – Residence Diagnostic
- 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 with INP Design
- 2W Analog Loop with INP Non-Design
- 2W Analog Loop with LNP Design
- 2W Analog Loop with LNP Non-Design
- UNE Digital Loop < DS1
- UNE Digital Loop >= DS1
- UNE Loop + Port Combinations
- UNE Combination Other
- UNE ISDN Loop
- UNE Other Design
- UNE Other Non-Design
- UNE Line Splitting
- EELs
- Switch Ports
- UNE xDSL (ADSL, HDSL, UCL)
- Line Sharing
- Local Interoffice Transport
- Local Interconnection Trunks

SEEM Measure

| SEEM | Tier I | Tier II |
|---------|--------|---------|
| No..... | | |

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 Service Requests [(Local Service Requests (LSRs) or Access Service Requests (ASRs))] to the distribution of a Reject. Service Requests are considered valid when they are submitted by the CLEC and pass edit checks to insure the data received is correctly formatted and complete. When there are multiple rejects on a single version of an LSR, the first reject issued is used for the calculation of the interval duration.

Exclusions

- Service Requests canceled by CLEC prior to being rejected/clarified.
- Fatal Rejects
- Designated Holidays are excluded from the interval calculation for partially mechanized and non-mechanized LSRs/ASRs only.
- LSRs which are identified and classified as “Projects”

Non-business hours for Partially Mechanized and Non-Mechanized LSRs are excluded from the interval calculation. The excluded time is the time outside of normal operations which can be found at the following website:
<http://www.interconnection.bellsouth.com/centers/html/lcsc.html>

Local Interconnection Service Center (LISC) - Monday through Friday 4:30 PM until 8:00 AM
From 4:30 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.

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 (date and time stamps in EDI or TAG) until that LSR is rejected back to the CLEC. Elapsed time for each LSR (date and time stamps in EDI or TAG) 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.

Fully Mechanized: The elapsed time from receipt of a valid electronically submitted LSR (date and time stamp in EDI translator or TAG) until the LSR is rejected (date and time stamp or reject in EDI translator, or TAG). 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 translator 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 EDI translator, or TAG.

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 as a separate 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

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, Non-Mechanized
- CLEC Specific
- CLEC Aggregate
- Geographic Scope
 - State
 - Region
- Fully Mechanized:
 - 0 - <= 4 minutes
 - > 4 - <= 8 minutes
 - > 8 - <= 12 minutes
 - > 12 - <= 60 minutes
 - 0 - <= 1 hour
 - > 1 - <= 4 hours
 - > 4 - <= 8 hours
 - > 8 - <= 12 hours
 - > 12 - <= 16 hours
 - > 16 - <= 20 hours
 - > 20 - <= 24 hours
 - > 24 hours
- Partially Mechanized:
 - 0 - <= 1 hour
 - > 1 - <= 4 hours
 - > 4 - <= 8 hours
 - > 8 - <= 10 hours
 - 0 - <= 10 hours
 - > 10 - <= 18 hours
 - 0 - <= 18 hours
 - > 18 - <= 24 hours
 - > 24 hours
- Non-mechanized:
 - 0 - <= 1 hour
 - > 1 - <= 4 hours
 - > 4 - <= 8 hours
 - > 8 - <= 12 hours
 - > 12 - <= 16 hours
 - > 16 - <= 20 hours
 - > 20 - <= 24 hours
 - 0 - <= 24 hours
 - > 24 hours
- Trunks:

0 - <= 36 hours

> 36 hours

- Average Interval is reported in business hours.

Data Retained

Relating to CLEC Experience

- Report Month
- Reject Interval
- Total Number of LSRs
- Total Number of Rejects
- State and Region
- Total Number of ASRs (Trunks)

Relating to BellSouth Performance

- Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation

SQM Analog/Benchmark

- | | |
|--------------------------------------|---------------------------------------|
| • Resale – Residence | Fully Mechanized: 97% <= 1 Hour |
| • Resale – Business | Partially Mechanized: 95% <= 10 Hours |
| • Resale – Design (Special)..... | Non Mechanized: 95% <= 24 Hours |
| • Resale PBX | |
| • Resale Centrex | |
| • Resale ISDN | |
| • LNP (Standalone) | |
| • INP (Standalone) | |
| • 2W Analog Loop Design | |
| • 2W Analog Loop Non-Design | |
| • 2W Analog Loop with INP Design | |
| • 2W Analog Loop with INP Non-Design | |
| • 2W Analog Loop with LNP Design | |
| • 2W Analog Loop with LNP Non-Design | |
| • UNE Digital Loop < DS1 | |
| • UNE Digital Loop >= DS1 | |
| • UNE Loop + Port Combinations | |
| • UNE Combination Other | |
| • UNE ISDN Loop | |
| • UNE Other Design | |
| • UNE Other Non-Design | |
| • UNE Line Splitting | |
| • EELs | |
| • Switch Ports | |
| • UNE xDSL (ADSL, HDSL, UCL) | |
| • Line Sharing | |
| • Local Interoffice Transport | |
| • Local Interconnection Trunks..... | Trunks: 95% <= 36 Hours |



SEEM Measure

| SEEM | Tier I | Tier II |
|-----------|---------|---------|
| Yes | X | X |

SEEM Disaggregation - Analog/Benchmark

| SEEM Disaggregation | SEEM Analog/Benchmark |
|-------------------------------------|-----------------------|
| • Fully Mechanized | 97% <= 1 hour |
| • Partially Mechanized..... | 95% <= 10 hours |
| • Non-Mechanized..... | 95% <= 24 hours |
| • Local Interconnection Trunks..... | 95% <= 36 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 or ASR to distribution of a Firm Order Confirmation. The interval will include an electronic facilities check.

Exclusions

- Service Requests canceled by CLEC prior to being confirmed.
- Designated Holidays are excluded from the interval calculation for partially mechanized and non-mechanized LSRs/ASRs only.
- LSRs which are identified and classified as "Projects"

Non-business hours for Partially Mechanized and Non-Mechanized LSRs are excluded from the interval calculation. The excluded time is the time outside of normal operations which can be found at the following website:
<http://www.interconnection.bellsouth.com/centers/html/lcsc.html>

For ASRs processed in the Local Interconnection Service Center (LISC) - From 4:30 PM All hours outside of Monday – Friday 8:00 AM – 4:30 PM CST, should be excluded.

The hours excluded will be altered to reflect changes in the Center operating hours. The Centers 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.

Business Rules

Fully Mechanized: The elapsed time from receipt of a valid electronically submitted LSR (date and time stamp in EDI or TAG) until the LSR is processed, appropriate service orders are generated and a Firm Order Confirmation is returned to the CLEC via EDI translator or TAG.

Partially Mechanized: The elapsed time from receipt of a valid electronically submitted LSR (date and time stamp in EDI, 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 translator, or TAG.

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). The elapsed time is measured from receipt of a valid ASR (date and time stamp of a FAX or paper ASR received in the LISC) until the appropriate orders are issued by a BellSouth representative and a FOC issued in EXACT. Trunk data is reported as a separate category.

Note: When multiple FOCs occur on a single version of an LSR, the first FOC is used to measure the interval.

Calculation

Firm Order Confirmation Interval = (a - b)

- a = Date and Time of Firm Order Confirmation
- b = Date and Time of Service Request Receipt

Average FOC Interval = (c / d)

- c = Sum of all Firm Order Confirmation Times
- d = Number of Service Requests Confirmed in Reporting Period

FOC Interval Distribution = (e / f) X 100

- e = Service Requests Confirmed in Designated Interval
- f = Total Service Requests Confirmed in the Reporting Period

Report Structure

- Fully Mechanized, Partially Mechanized, Non-Mechanized
 - CLEC Specific
 - CLEC Aggregate
- Geographic Scope
 - State
 - Region
- Fully Mechanized:
 - 0 - <= 15 minutes
 - > 15 - <= 30 minutes
 - > 30 - <= 45 minutes
 - > 45 - <= 60 minutes
 - > 60 - <= 90 minutes
 - > 90 - <= 120 minutes
 - > 120 - <= 180 minutes
 - 0 - <= 3 hours
 - > 3 - <= 6 hours
 - > 6 - <= 12 hours
 - > 12 - <= 24 hours
 - > 24 - <= 48 hours
 - > 48 hours
- Partially Mechanized:
 - 0 - <= 4 hours
 - > 4 - <= 8 hours
 - > 8 - <= 10 hours
 - 0 - <= 10 hours
 - > 10 - <= 18 hours
 - 0 - <= 18 hours
 - > 18 - <= 24 hours
 - > 24 - <= 48 hours
 - > 48 hours
- Non-mechanized:
 - 0 - <= 4 hours
 - > 4 - <= 8 hours
 - > 8 - <= 12 hours
 - > 12 - <= 16 hours
 - 0 - <= 24 hours
 - > 16 - <= 20 hours
 - > 20 - <= 24 hours
 - > 24 - <= 36 hours
 - 0 - <= 36 hours

- > 36 - <= 48 hours
- > 48 hours
- Trunks:
 - 0 - <= 48 hours
 - > 48 hours
- Average Interval is reported in business hours

Data Retained

Relating to CLEC Experience

- Report Month
- Interval for FOC
- Total Number of LSRs
- State and Region
- Total Number of ASRs (Trunks)

Relating to BellSouth Performance

- Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation

SQM Analog/Benchmark

- | | |
|--------------------------------------|---------------------------------------|
| • Resale – Residence | Fully Mechanized: 95% <= 3 Hours |
| • Resale – Business | Partially Mechanized: 95% <= 10 Hours |
| • Resale – Design (Special)..... | Non-Mechanized: 95% <= 24 Hours |
| • Resale PBX | |
| • Resale Centrex | |
| • Resale ISDN | |
| • LNP (Standalone) | |
| • INP (Standalone) | |
| • 2W Analog Loop Design | |
| • 2W Analog Loop Non-Design | |
| • 2W Analog Loop with INP Design | |
| • 2W Analog Loop with INP Non-Design | |
| • 2W Analog Loop with LNP Design | |
| • 2W Analog Loop with LNP Non-Design | |
| • UNE Digital Loop < DS1 | |
| • UNE Digital Loop >= DS1 | |
| • UNE Loop + Port Combinations | |
| • UNE Combination Other | |
| • UNE ISDN Loop | |
| • UNE Other Design | |
| • UNE Other Non-Design | |
| • UNE Line Splitting | |
| • EELs | |
| • Switch Ports | |
| • UNE xDSL (ADSL, HDSL, UCL) | |
| • Line Sharing | |
| • Local Interoffice Transport | |
| • Local Interconnection Trunks..... | Trunks: 95% <= 48 Hours |

SEEM Measure

| SEEM | Tier I | Tier II |
|-----------|---------|---------|
| Yes | X | X |

SEEM Disaggregation - Analog/Benchmark**SEEM Disaggregation****SEEM Analog/Benchmark**

- Fully Mechanized 95% <= 3 Hours
- Partially Mechanized..... 95% <= 10 Hours
- Non-Mechanized..... 95% <= 24 Hours
- Local Interconnection Trunks..... 95% <= 48 Hours

O-10: Service Inquiry with LSR Firm Order Confirmation (FOC) Response Time Manual¹

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 5:00 PM Friday until 8:00AM Monday are excluded from the interval calculation of the Service Inquiry.
- Canceled Requests
- Electronically Submitted Requests
- Non-business hours for Partially Mechanized and Non-Mechanized LSRs are excluded from the interval calculation. The excluded time is the time outside of normal operations which can be found at the following website:
<http://www.interconnection.bellsouth.com/centers/html/lcsc.html>

Business Rules

This measurement combines four intervals:

1. From receipt of a valid 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 a valid SI/LSR in the LCSC to Firm Order Confirmation.

(A valid Service Inquiry is an inquiry that has all required fields populated correctly and has not been returned for clarification.)

Calculation

FOC Timeliness Interval with SI = (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 with SI
- 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

¹See O-9 for FOC Timeliness

- Intervals
 - 0 – <= 3 days
 - > 3 – <= 5 days
 - 0 – <=5 days
 - > 5 – <= 7 days
 - > 7 – <= 10 days
 - > 10 – <= 15 days
 - >15 days
- Average Interval measured in days

Data Retained

Relating to CLEC Experience

- Report Month
- Total Number of Requests
- SI Intervals
- State and Region

Relating to BellSouth Performance

- Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation

- xDSL (includes UNE unbundled ADSL, HDSL and 95% Returned <= 5 Business Days
UNE Unbundled Copper Loops)
- Unbundled Interoffice Transport

SQM Analog/Benchmark

SEEM Measure

| SEEM | Tier I | Tier II |
|---------|--------|---------|
| No..... | | |

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation

- Not Applicable..... Not Applicable

SEEM Analog/Benchmark

O-11: Firm Order Confirmation and Reject Response Completeness

Definition

A response is expected from BellSouth for every Local Service Request transaction (version). 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
- Fatal Rejects
- LSRs identified as “Projects”

Business Rules

Mechanized – The number of FOCs or Auto Clarifications sent to the CLEC from EDI, or TAG in response to electronically submitted LSRs.

Partially Mechanized – The number of FOCs or Rejects sent to the CLEC from EDI, or TAG in response to electronically submitted LSRs which fall out for manual handling by the LCSC personnel.

Non-Mechanized: The number of FOCs or Rejects sent to the CLECs by FAX server.

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 as a separate category.

For CLEC Results:

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.

Calculation

Firm Order Confirmation / Reject Response Completeness = $(a / b) \times 100$

- 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

Report Structure

Fully Mechanized, Partially Mechanized, Non-Mechanized and Interconnection Trunks

- State and Region
- CLEC Specific
- CLEC Aggregate

Data Retained

Relating to CLEC Experience

- Report Month
- Total Number of LSRs
- Total Number of rejects

- Total Number of ASRs (Trunks)
- Total Number of FOCs

Relating to BellSouth Performance

- Not Applicable

SQM Disaggregation - Analog/Benchmark

| SQM Level of Disaggregation | SQM Analog/Benchmark |
|--------------------------------------|----------------------|
| • Resale Residence | 95% Returned |
| • 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 with INP Design | |
| • 2W Analog Loop with INP Non-Design | |
| • 2W Analog Loop with LNP Design | |
| • 2W Analog Loop with LNP Non-Design | |
| • UNE Digital Loop < DS1 | |
| • UNE Digital Loop >= DS1 | |
| • UNE Loop + Port Combinations | |
| • UNE Combination Other | |
| • UNE ISDN Loop | |
| • UNE Other Design | |
| • UNE Other Non-Design | |
| • UNE Line Splitting | |
| • EELs | |
| • Switch Ports | |
| • UNE xDSL (ADSL, HDSL, UCL) | |
| • Line Sharing | |
| • Local Interoffice Transport | |
| • Local Interconnection Trunks | |

SEEM Measure

| SEEM | Tier I | Tier II |
|-----------|---------|---------|
| Yes | X | X |

SEEM Disaggregation - Analog/Benchmark

| SEEM Disaggregation | SEEM Analog/Benchmark |
|--------------------------------|-----------------------|
| • Fully Mechanized | 95% Returned |
| • Partially Mechanized | |
| • Non-Mechanized | |
| • Local Interconnection Trunks | |

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
- Geographic Scope
 - Region

Data Retained

Relating to CLEC Experience

- Mechanized Tracking Through LCSC Automatic Call Distributor

Relating to BellSouth Performance

- Mechanized Tracking Through BellSouth Retail Center Support System

SQM Disaggregation - Analog/Benchmark**SQM Level of Disaggregation****SQM Analog/Benchmark**

Aggregate

- CLEC – Local Carrier Service Center Parity with Retail (Business Service Center)

SEEM Measure

| SEEM | Tier I | Tier II |
|-----------|--------|---------|
| Yes | | X |

SEEM Disaggregation - Analog/Benchmark**SEEM Disaggregation****SEEM Analog/Benchmark**

- CLEC - Local Carrier Service Center Parity with Retail (Business Service Center)

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. 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.) Test order types may be C, N, R, or T
- Disconnect (D) & From (F) orders
- Orders with Appointment Code of 'A', i.e., orders for locations requiring special construction including locations where no address exists and a technician must make a field visit to determine how to get facilities to the location.

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 and identifying all orders that have been reported as completed in SOCS after 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 with a BellSouth Missed Appointment from the earliest BellSouth missed appointment
- 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) = $(c / d) \times 100$

- 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)
- Dispatch/Non-Dispatch
- Geographic Scope
 - State
 - Region

Data Retained

Relating to CLEC Experience

- Report Month
- CLEC Order Number and PON (PON)
- Order Submission Date (TICKET_ID)
- Committed Due Date (DD)
- Service Type (CLASS_SVC_DESC)
- Hold Reason
- Total Line/Circuit Count
- Geographic Scope

Note: Code in parentheses is the corresponding header found in the raw data file.

Relating to BellSouth Performance

- 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 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 with LNP - Design..... | Retail Residence and Business Dispatch |
| • 2W Analog Loop with LNP- Non-Design | Retail Residence and Business – (POTS Excluding Switch-Based Orders) |
| • 2W Analog Loop with INP-Design..... | Retail Residence and Business Dispatch |
| • 2W Analog Loop with 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
 - Dispatch In..... - Dispatch
 - Switch Based..... - Switched Based
- 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 (Includes UDC) 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
- UNE Line Splitting ADSL to Retail
- EELs Retail DS1/DS3

SEEM Measure

| SEEM | Tier I | Tier II |
|---------|--------|---------|
| No..... | | |

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
(Deleted)**

P-2A: Jeopardy Notice Interval

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 due date of the order.

Exclusions

- Orders held for CLEC end user reasons
- Disconnect (D) and From (F) orders
- Orders with Jeopardy Notice when jeopardy is identified on the due date. This exclusion only applies when the technician on premises has attempted to provide service but must refer to Engineer or Cable Repair for facility jeopardy.
- Orders issued with a due date of ≤ 48 hours.

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 trunk 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 Scheduled Due Date on Service Order
- b = Date and Time of Jeopardy Notice

Average Jeopardy Interval = c / d

- c = Sum of all Jeopardy Intervals
- d = Number of Orders Notified of Jeopardy in Reporting Period

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Mechanized Orders
- Non-Mechanized Orders
- Dispatch/Non-Dispatch
- Geographic Scope
 - State
 - Region

Data Retained

Relating to CLEC Experience

- Report Month
- CLEC Order Number and PON

- Date and Time Jeopardy Notice Sent
- Committed Due Date
- Service Type

Relating to BellSouth Performance

- 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 Analog/Benchmark |
|---|----------------------|
| • Resale Residence | 95% > = 48 hours |
| • Resale Business | 95% > = 48 hours |
| • Resale Design | 95% > = 48 hours |
| • Resale PBX | 95% > = 48 hours |
| • Resale Centrex..... | 95% > = 48 hours |
| • Resale ISDN | 95% > = 48 hours |
| • LNP (Standalone) | 95% > = 48 hours |
| • INP (Standalone) | 95% > = 48 hours |
| • 2W Analog Loop Design..... | 95% > = 48 hours |
| • 2W Analog Loop Non-Design | 95% > = 48 hours |
| • 2W Analog Loop with LNP - Design | 95% > = 48 hours |
| • 2W Analog Loop with LNP- Non-Design | 95% > = 48 hours |
| • 2W Analog Loop with INP-Design..... | 95% > = 48 hours |
| • 2W Analog Loop with INP-Non-Design | 95% > = 48 hours |
| • UNE Digital Loop < DS1 | 95% > = 48 hours |
| • UNE Digital Loop >= DS1 | 95% > = 48 hours |
| • UNE Loop + Port Combinations..... | 95% > = 48 hours |
| - Dispatch In | - Dispatch In |
| - Switch Based..... | - Switch Based |
| • UNE Switch Ports..... | 95% > = 48 hours |
| • UNE Combo Other | 95% > = 48 hours |
| • UNE xDSL (HDSL, ADSL and UCL) | 95% > = 48 hours |
| • UNE ISDN (Includes UDC) | 95% > = 48 hours |
| • UNE Line Sharing | 95% > = 48 hours |
| • UNE Other Design..... | 95% > = 48 hours |
| • UNE Other Non-Design..... | 95% > = 48 hours |
| • Local Transport (Unbundled Interoffice Transport) | 95% > = 48 hours |
| • Local Interconnection Trunks..... | 95% > = 48 hours |
| • UNE Line Splitting | 95% > = 48 hours |
| • EELs | 95% > = 48 hours |

SEEM Measure

| SEEM | Tier I | Tier II |
|---------|--------|---------|
| No..... | | |

| SEEM Disaggregation | SEEM Analog/Benchmark |
|-----------------------|-----------------------|
| • Not Applicable..... | Not Applicable |

P-2B: 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 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) and From (F) 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

Percent of Orders Given Jeopardy Notice = $(a / b) \times 100$

- a = Number of Orders Given Jeopardy Notices in Reporting Period
- b = Number of Orders Confirmed (due) in Reporting Period

Percent of Orders Given Jeopardy Notice ≥ 48 hours = $(c / d) \times 100$

- c = Number of Orders Given Jeopardy Notice ≥ 48 hours in Reporting Period (electronic only)
- d = Number of Orders Given Jeopardy Notices in Reporting Period (electronic only)

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Mechanized Orders
- Non-Mechanized Orders
- Dispatch/Non-Dispatch
- Geographic Scope
 - State
 - Region

Data Retained

Relating to CLEC Experience

- Report Month
- CLEC Order Number and PON

- Date and Time Jeopardy Notice sent
- Committed Due Date
- Service Type

Relating to BellSouth Performance

- 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 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 with LNP - Design | Retail Residence and Business Dispatch |
| • 2W Analog Loop with LNP - Non-Design | Retail Residence and Business – (POTS Excluding Switch-Based Orders) |
| • 2W Analog Loop with INP-Design..... | Retail Residence and Business Dispatch |
| • 2W Analog Loop with 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 |
| - Dispatch In..... | - Dispatch In |
| - Switch Based..... | - Switch Based |
| • 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 (Includes UDC) | 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 |
| • UNE Line Splitting | ADSL Provided to Retail |
| • EELs | Retail DS1/DS3 |

SEEM Measure

| SEEM | Tier I | Tier II |
|------|--------|---------|
|------|--------|---------|

| | | |
|---------|--|--|
| No..... | | |
|---------|--|--|

SEEM Disaggregation**SEEM Analog/Benchmark**

- | | |
|-----------------------|----------------|
| • Not Applicable..... | Not Applicable |
|-----------------------|----------------|

P-3: Percent Missed Initial Installation Appointments

Definition

“Percent missed initial installation appointments” monitors the reliability of BellSouth commitments with respect to committed due dates to assure that the CLEC can reliably quote expected due dates to their retail customer as compared to BellSouth. This measure is the percentage of total orders processed for which BellSouth is unable to complete the service orders on the committed due dates and reported for Total misses and End User Misses.

Exclusions

- Orders canceled prior to the due date including orders that are to be provisioned on the same day they are placed. (“Zero Due Date Orders”)
- Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders Test Orders, etc., Order types may be coded C, N, R or T)
- Disconnect (D) & From (F) orders
- End User Misses

Business Rules

Percent Missed Initial Installation Appointments (PMI) is the percentage of orders with completion dates in the reporting period that are past the original committed due date. Missed Appointments caused by end-user reasons will be excluded and reported separately. The first commitment date on the service order that is a missed appointment is the missed appointment code used for calculation whether it is a BellSouth missed appointment or an End User missed appointment. The “due date” is any time on the confirmed due date. Which means there cannot be a cutoff time for commitments, as certain types of orders are requested to be worked after standard business hours. Also, during Daylight Savings Time, field technicians are scheduled until 9PM in some areas and the customer is offered a greater range of intervals from which to select.

Calculation

Percent Missed Installation Appointments = $(a / b) \times 100$

- a = Number of Orders with Completion date in Reporting Period past the Original Committed Due Date
- b = Number of Orders Completed in Reporting Period

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Report in Categories of <10 lines/circuits >= 10 lines/circuits (except trunks)
- Dispatch/Non-Dispatch (except Trunks)
- Geographic Scope
 - State
 - Region

Data Retained

Relating to CLEC Experience

- Report Month
- CLEC Order Number and PON (PON)
- Committed Due Date (DD)

- Completion Date (CMPLTN DD)
- Status Type
- Status Notice Date
- Standard Order Activity

Note: Code in parentheses is the corresponding header found in the raw data file.

Relatng to BellSouth Performance

- Report Month
- BellSouth Order Number
- Committed Due Date (DD)
- Completion Date (CMPLTN DD)
- Status Type
- Status Notice Date
- Standard Order Activity

SQM Disaggregation - Analog/Benchmark

| SQM Level of Disaggregation | SQM 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 With LNP - Design | Retail Residence and Business Dispatch |
| • 2W Analog Loop With LNP- Non-Design | Retail Residence and Business – (POTS Excluding Switch-Based Orders) |
| • 2W Analog Loop With INP-Design | Retail Residence and Business Dispatch |
| • 2W Analog Loop With 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 |
| - Dispatch In..... | - Dispatch In |
| - Switch Based..... | - Switched Based |
| • 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 |
| - Without Conditioning | - Without Conditioning |
| - With Conditioning..... | - With Conditioning (BellSouth does not offer this service to Retail) |
| • UNE ISDN | Retail ISDN - BRI |
| • UNE Line Sharing Without Conditioning | ADSL Provided to Retail |
| With Conditioning | 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 |
| • UNE Line Splitting Without Conditioning | ADSL Provided to Retail |
| With Conditioning | ADSL Provided to Retail |
| • EELs | Retail DS1/DS3 |
| • UNE UDC/IDSL..... | Retail ISDN - BRI |

SEEM Measure

| SEEM | Tier I | Tier II |
|-----------|---------|---------|
| Yes | X | X |

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation

SEEM 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 With LNP - Design | Retail Residence and Business Dispatch |
| • 2W Analog Loop With LNP- Non-Design | Retail Residence and Business – (POTS Excluding Switch-Based Orders) |
| • 2W Analog Loop With INP-Design | Retail Residence and Business Dispatch |
| • 2W Analog Loop With 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 |
| - Dispatch In | - Dispatched In |
| - Switch Based | - Switch Based |
| • 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 |
| - Without Conditioning | - Without Conditioning |
| - With Conditioning | - With Conditioning (BellSouth does not offer this service to Retail) |
| • UNE ISDN | Retail ISDN - BRI |
| • UNE Line Sharing Without Conditioning | ADSL Provided to Retail |
| With Conditioning | ADSL Provided to Retail |
| • Local Transport (Unbundled Interoffice Transport) | Retail DS1/DS3 Interoffice |
| • Local Interconnection Trunks | Parity with Retail |
| • UNE Line Splitting Without Conditioning | ADSL Provided to Retail |
| With Conditioning | ADSL Provided to Retail |
| • UNE Other Design | Retail Design |
| • UNE Other Non-Design | Retail Residence and Business |
| • EELs | Retail DS1/DS3 |
| • UNE UDC/IDSL | Retail ISDN - BRI |

**P-3A: Percent Missed Installation Appointments Including Subsequent
Appointments
(Deleted)**

P-4: Average Completion Interval (OCI) & Order Completion Interval Distribution

Definition

The “average completion interval” measure monitors the interval of time it takes BellSouth to provide service for the CLEC or its own customers. The “Order Completion Interval Distribution” provides the percentages of orders completed within certain time periods. This report measures how well BellSouth meets the interval offered to customers on service orders.

Exclusions

- Canceled Service Orders
- 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 & F) orders (Except “D” orders associated with LNP Standalone)
- “L” Appointment coded orders (where the customer has requested a later than offered interval)
- End user-caused misses

Business Rules

The actual completion interval is determined for each order processed during the reporting period. The completion interval is the elapsed time from when BellSouth issues a FOC or SOCS date time stamp receipt of an order from the CLEC to BellSouth’s actual order completion date. The clock starts when a valid order number is assigned by SOCS and stops when the technician or system completes the order in SOCS. Elapsed time for each order is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of orders completed. Orders that are worked on zero due dates are calculated with a .33-day interval (8 hours) in order to report a portion of a day interval. These orders are issued and worked/completed on the same day. They can be either flow through orders (no field work-non-dispatched) or field orders (dispatched).

The interval breakout for UNE and Design is: 0-5 = 0-< 5, 5-10 = 5-<10, 10-15 = 10-< 15, 15-20 = 15-< 20, 20-25 = 20-< 25, 25-30 = 25-< 30, >= 30 = 30 and greater.

Calculation

Completion Interval = (a - b)

- a = Completion Date
- b = FOC/SOCS date time-stamp (application date)

Average Completion Interval = (c / d)

- c = Sum of all Completion Intervals
- d = Count of Orders Completed in Reporting Period

Order Completion Interval Distribution (for each interval) = (e / f) X 100

- e = Service Orders Completed in “X” days
- f = Total Service Orders Completed in Reporting Period

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Dispatch/Non-Dispatch categories applicable to all levels except trunks
- Residence and Business reported in day intervals = 0,1,2,3,4,5,5+
- UNE and Design reported in day intervals =0-5,5-10,10-15,15-20,20-25,25-30, >= 30
- All Levels are reported <10 line/circuits; >= 10 line/circuits (except trunks)

- Geographic Scope
 - State
 - Region

Data Retained

Relating to CLEC Experience

- Report Month
- CLEC Company Name
- Order Number (PON)
- Application Date and Time
- Completion Date (CMPLTN_DT)
- Service Type (CLASS_SVC_DESC)
- Geographic Scope

Note: Code in parentheses is the corresponding header found in the raw data file.

Relating to BellSouth Performance

- Report Month
- BellSouth Order Number
- Order Submission Date and Time
- Order Completion Date and Time
- Service Type
- Geographic Scope

SQM Disaggregation - Analog/Benchmark

| SQM Level of Disaggregation | SQM 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 with LNP - Design | Retail Residence and Business Dispatch |
| • 2W Analog Loop with LNP- Non-Design | Retail Residence and Business – (POTS Excluding Switch-Based Orders) |
| • 2W Analog Loop with INP-Design | Retail Residence and Business Dispatch |
| • 2W Analog Loop with 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 |
| - Dispatch In | - Dispatch In |
| - Switch Based | - Switch Based |
| • UNE Switch Ports | Retail Residence and Business (POTS) |
| • UNE Combo Other | Retail Residence, Business and Design Dispatch |
| • UNE xDSL (HDSL, ADSL and UCL) | |
| - Without Conditioning | - <= 5 Days |
| - With Conditioning | - <= 12 Days |
| • UNE ISDN | Retail ISDN - BRI |
| • UNE Line Sharing Without Conditioning | ADSL Provided to Retail |

- With Conditioning <= 12 Days
- Local Transport (Unbundled Interoffice Transport) Retail DS1/DS3 Interoffice
- Local Interconnection Trunks Parity with Retail
- UNE Line Splitting Without Conditioning ADSL Provided to Retail
- With Conditioning <= 12 Days
- UNE Other Design Retail Design
- UNE Other Non-Design Retail Residence and Business
- EELs Retail DS1/DS3
- UNE UDC/IDSL Retail ISDN - BRI

SEEM Measure

| SEEM | Tier I | Tier II |
|-----------|---------|---------|
| Yes | X | X |

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation

SEEM 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 with LNP - Design | Retail Residence and Business Dispatch |
| • 2W Analog Loop with LNP- Non-Design | Retail Residence and Business – (POTS Excluding Switch-Based Orders) |
| • 2W Analog Loop with INP-Design | Retail Residence and Business Dispatch |
| • 2W Analog Loop with 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 |
| - Dispatch In | - Dispatch In |
| - Switch Based | - Switch Based |
| • UNE Switch Ports | Retail Residence and Business (POTS) |
| • UNE Combo Other | Retail Residence, Business and Design Dispatch |
| • UNE xDSL (HDSL, ADSL and UCL) | |
| - Without Conditioning | - <= 5 Days |
| - With Conditioning | - <= 12 Days |
| • UNE ISDN | Retail ISDN - BRI |
| • UNE Line Sharing Without Conditioning | ADSL Provided to Retail |
| • With Conditioning | <= 12 Days |
| • Local Transport (Unbundled Interoffice Transport) | Retail DS1/DS3 Interoffice |
| • Local Interconnection Trunks | Parity with Retail |
| • UNE Line Splitting Without Conditioning | ADSL Provided to Retail |
| • With Conditioning | <= 12 Days |
| • UNE Other Design | Retail Design |
| • UNE Other Non-Design | Retail Residence and Business |
| • EELs | Retail DS1/DS3 |
| • UNE UDC/IDSL | Retail ISDN/BRI |

**P-4A: Average Order Completion and Completion Notice Interval (AOCCNI)
Distribution
(Deleted)**

P-5: Average Completion Notice Interval

Definitions

The Completion Notice Interval is the elapsed time between the BellSouth reported completion of work and the issuance of a valid completion notice to the CLEC.

Exclusions

- Canceled Service Orders
- Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders, Test Orders, etc.) Test order types may be C, N, R, or T.
- D & F orders (Exception: "D" orders associated with LNP Standalone)

Business Rules

Measurement on interval of completion date and time entered by a field technician on dispatched orders, and 5PM start time on the due date for non-dispatched orders; to the release of a notice to the CLEC/BellSouth of the completion status. The field technician notifies the CLEC the work was complete and then he/she enters the completion time stamp information in his/her computer. This information switches through to the SOCS systems either completing the order or rejecting the order to the Work Management Center (WMC). If the completion is rejected, it is manually corrected and then completed by the WMC. The notice is returned on each individual order.

The start time for all orders is the completion stamp either by the field technician or the 5PM due date stamp; the end time for mechanized orders is the time stamp the notice was delivered to the CLEC interface (LENS, EDI, OR TAG). For non-mechanized orders-the end time will be date and timestamp of order update from the FAX record via LON or C-SOTS system. For the retail analog, the start time is when the technician completes the order and the end time is when the order status is changed to complete in SOCS.

Calculation

Completion Notice Interval = (a - b)

- a = Date and Time of Notice of Completion
- b = Date and Time of Work Completion

Average Completion Notice Interval = c / d

- c = Sum of all Completion Notice Intervals
- d = Number of Orders with Notice of Completion in Reporting Period

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Mechanized Orders
- Non-Mechanized Orders
- Dispatch/Non-Dispatch
- Reporting intervals in Hours; 0,1- <= 2, > 2 - <= 4, > 4 - <= 8, > 8 - <= 12, > 12- <= 24, > 24 plus Overall Average Hour Interval
- Reported in categories of <10 line / circuits; >= 10 line/circuits (except trunks)
- Geographic Scope
 - State
 - Region

Data Retained

Relating to CLEC Experience

- Report Month
- CLEC Order Number (so_nbr)
- Work Completion Date (cmplt_n_dt)
- Work Completion Time
- Completion Notice Availability Date
- Completion Notice Availability Time
- Service Type
- Geographic Scope

Note: Code in parentheses is the corresponding header found in the raw data file.

Relating to BellSouth Performance

- Report Month
- BellSouth Order Number (so_nbr)
- Work Completion Date (cmplt_n_dt)
- Work Completion Time
- Completion Notice Availability Date
- Completion Notice Availability Time
- Service Type
- Geographic Scope

Note: Code in parentheses is the corresponding header found in the raw data file.

SQM Disaggregation - Analog/Benchmark

| SQM Level of Disaggregation | SQM 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 with LNP - Design..... | Retail Residence and Business Dispatch |
| • 2W Analog Loop with LNP- Non-Design | Retail Residence and Business - POTS Excluding Switch-Based Orders |
| • 2W Analog Loop with INP-Design..... | Retail Residence and Business Dispatch |
| • 2W Analog Loop with 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 |
| - Dispatch In..... | - Dispatch In |
| - Switch Based..... | - Switch Based |
| • 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 (Includes UDC) Retail ISDN - BRI
- UNE Line Sharing ADSL Provided to Retail
- Local Transport (Unbundled Interoffice Transport) Retail DS1/DS3 Interoffice
- Local Interconnection Trunks Parity with Retail
- UNE Line Splitting ADSL to Retail
- UNE Other Design Retail Design
- UNE Other Non-Design Retail Residence and Business
- EELs Retail DS1/DS3

SEEM Measure

| SEEM | Tier I | Tier II |
|---------|--------|---------|
| No..... | | |

SEEM Disaggregation - Analog/Benchmark
SEEM Disaggregation
SEEM Analog/Benchmark

- Not Applicable..... Not Applicable

P-6: % Completions/Attempts without Notice or < 24 hours Notice

Definition

The purpose of this measure is to report if BellSouth is returning a FOC to the CLEC in time for the CLEC to notify their customer of the scheduled date.

Exclusions

- Canceled Orders
- Expedited Orders
- "0" dated orders or any request where the subscriber requested an earlier due date of < 24 hours prior to the original commitment date, or any LSR received < 24 hours prior to the original commitment date.

Business Rules

For CLEC Results:

Calculation would exclude any successful or unsuccessful service delivery where the CLEC was informed at least 24 hours in advance. BellSouth may also exclude from calculation any LSRs received from the requesting CLEC with less than 24 hour notice prior to the commitment date.

Calculation

Percent Completions or Attempts without Notice or with Less Than 24 Hours Notice = $(a / b) \times 100$

- a = Completion Dispatches (Successful and Unsuccessful) With No FOC or FOC Received < 24 Hours of Original Committed Due Date
- b = All Completions

Report Structure

- CLEC Specific
- CLEC Aggregate
- Dispatch /Non-Dispatch
- Total Orders FOC < 24 Hours
- Total Completed Service Orders
- % FOC < 24 Hours
- Geographic Scope
 - State
 - Region

Data Retained

Relating to CLEC Experience

- Committed Due Date (DD)
- FOC End Timestamp
- Report Month
- CLEC Order Number and PON

Relating to BellSouth Performance

- Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation

SQM Analog/Benchmark

- Resale Residence <= 5%
- 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 Design with LNP
- 2W Analog Loop Non-Design with LNP
- 2W Analog Loop Design with INP
- 2W Analog Loop Non-Design with INP
- UNE Digital Loop < DS1
- UNE Digital Loop >= DS1
- UNE Loop + Port Combinations
 - Dispatch In
 - Switch Based
- UNE Switch Ports
- UNE Combo Other
- UNE xDSL (HDSL, ADSL and UCL)
- UNE ISDN (Includes UDC)
- UNE Line Sharing
- UNE Line Splitting
- Local Transport (Unbundled Interoffice Transport)
- Local Interconnection Trunks
- EELS

SEEM Measure

| SEEM | Tier I | Tier II |
|---------|--------|---------|
| No..... | | |

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation

SEEM Analog/Benchmark

- Not Applicable..... Not Applicable

P-7: Coordinated Customer Conversions Interval

Definition

This report measures the average time it takes BellSouth to disconnect an unbundled loop from the BellSouth switch and cross connect it to CLEC equipment. This measurement applies to service orders with INP and LNP, and where the CLEC has requested BellSouth to provide a coordinated cutover.

Exclusions

- Any order canceled by the CLEC will be excluded from this measurement.
- Delays due to CLEC following disconnection of the unbundled loop
- Unbundled Loops where there is no existing subscriber loop and loops where coordination is not requested.

Business Rules

Where the service order includes LNP, the interval includes the total time for the cutover including the translation time to place the line back in service on the ported line. When the service order includes INP, the interval includes the total time for the cutover including the translation time to place the link back in service on the ported line. The interval is calculated for the entire cutover time for the service order and then divided by items worked in that time to give the average per-item interval for each service order.

Calculation

Coordinated Customer Conversions Interval = (a - b)

- a = Completion Date and Time for Cross Connection of a Coordinated Unbundled Loop
- b = Disconnection Date and Time of an Coordinated Unbundled Loop

Percent Coordinated Customer Conversions (for each interval) = (c / d) X 100

- c = Total number of Coordinated Customer Conversions for each interval
- d = Total Number of Unbundled Loop with Coordinated Conversions (items) for the reporting period

Report Structure

- CLEC Specific
- CLEC Aggregate
- The interval breakout is 0-5 = 0-<=5, 5-15 = >5-<=15, >=15 = 15 and greater, plus Overall Average Interval
- Geographic Scope
 - State
 - Region

Data Retained

Relating to CLEC Experience

- Report Month
- CLEC Order Number
- Committed Due Date (DD)
- Service Type (CLASS_SVC_DESC)
- Cutover Start Time
- Cutover Completion time
- Portability Start and Completion Times (INP orders)
- Total Conversions (Items)

Note: Code in parentheses is the corresponding header found in the raw data file.

Relating to BellSouth Performance

- No BellSouth Analog Exists

SQM Disaggregation - Analog/Benchmark
SQM Level of Disaggregation
SQM Analog/Benchmark

- Unbundled Loops with INP 95% <= 15 minutes
- Unbundled Loops with LNP 95% <= 15 minutes

SEEM Measure

| SEEM | Tier I | Tier II |
|-----------|---------|---------|
| Yes | X | X |

SEEM Disaggregation - Analog/Benchmark
SEEM Disaggregation
SEEM Analog/Benchmark

- Unbundled Loops With INP 95% <= 15 minutes
- Unbundled Loops With LNP 95% <= 15 minutes

P-7A: Coordinated Customer Conversions – Hot Cut Timeliness % within Interval and Average Interval

Definition

This category measures whether BellSouth begins the cutover of an unbundled loop on a coordinated and/or a time specific order at the CLEC requested start time. It measures the percentage of orders where the cut begins within 15 minutes of the requested start time of the order and the average interval.

Exclusions

- Any order canceled by the CLEC will be excluded from this measurement.
- Delays caused by the CLEC
- Unbundled Loops where there is no existing subscriber loop and loops where coordination is not requested.
- All unbundled loops on multiple loop orders after the first loop
- Test Orders

Business Rules

This report measures whether BellSouth begins the cutover of an unbundled loop on a coordinated and/or a time specific order at the CLEC requested start time. The cut is considered on time if it starts 15 minutes before or after the requested start time. Using the scheduled time and the actual cutover start time, the measurement will calculate the percent within interval and the average interval. If a cut involves multiple lines, the cut will be considered “on time” if the first line is cut within the interval. ≤ 15 minutes includes intervals that began 15:00 minutes or less before the scheduled cut time and cuts that began 15 minutes or less after the scheduled cut time; >15 minutes, ≤ 30 minutes includes cuts within 15:00 – 30:00 minutes either prior to or after the scheduled cut time; >30 minutes includes cuts greater than 30:00 minutes either prior to or after the scheduled cut time. If IDLC is involved, a four hour window applies to the start time. (8 A.M. to Noon or 1 P.M. to 5 P.M.) This only applies if BellSouth notifies the CLEC by 10:30 A.M. on the day before the due date that the service is on IDLC.

Calculation

% within Interval = $(a / b) \times 100$

- a = Total Number of Coordinated Unbundled Loop Orders for the interval
- b = Total Number of Coordinated Unbundled Loop Orders for the reporting period

Interval = $(c - d)$

- c = Scheduled Time for Cross Connection of a Coordinated Unbundled Loop Order
- d = Actual Start Date and Time of a Coordinated Unbundled Loop Order

Average Interval = (e / f)

- Sum of all Intervals
- Total Number of Coordinated Unbundled Loop Orders for the reporting period.

Report Structure

- CLEC Specific
- CLEC Aggregate
Reported in intervals of early, on time and late cuts % <= 15 minutes; % >15 minutes, <= 30 minutes; % >30 minutes, plus Overall Average Interval
- Geographic Scope
 - State
 - Region
- Percentages are reported in intervals of early, on time and late cuts for IDLC and non-IDLC cuts

On Time (Non-IDLC)

<= 15 minutes

Note: This is a 30-minute bucket representing a cut that begins 15 minutes or less before or after the scheduled start time.

Early (Non-IDLC)

>15 minutes - <= 30 minutes

>30 minutes - <= 60 minutes

>60 minutes - <= 120 minutes

>120 minutes - <= 180 minutes

>180 minutes - <= 240 minutes

<= 240 minutes

Late (Non-IDLC)

>15 minutes - <= 30 minutes

>30 minutes - <= 60 minutes

>60 minutes - <= 120 minutes

>120 minutes - <= 180 minutes

>180 minutes - <= 240 minutes

>240 minutes

Overall Average Interval for non-IDLC

On Time (IDLC)

<= 2 hours

Note: This is a 4-hour bucket representing a cut involving IDLC that begins 2 hours or less before or after the scheduled start time

Early (IDLC)

>2 hours

Late (IDLC)

>2 hours

Overall Average Interval for IDLC

Data Retained

Relating to CLEC Experience

- Report Month
- CLEC Order Number (so_nbr)
- Committed Due Date (DD)
- Service Type (CLASS_SVC_DESC)
- Cutover Scheduled Start Time
- Cutover Actual Start Time
- Total Conversions Orders

Note: Code in parentheses is the corresponding header found in the raw data file.

Relating to BellSouth Performance

- No BellSouth Analog exists

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation

- Product Reporting Level 95% within + or – 15 Minutes of Scheduled Start Time
 - SL1 Time Specific
 - SL1 Non-Time Specific
 - SL2 Time Specific
 - SL2 Non-Time Specific
 - SL1 IDLC 95% within 4-Hour Window
 - SL2 IDLC

SQM Analog/Benchmark

SEEM Measure

| SEEM | Tier I | Tier II |
|-----------|---------|---------|
| Yes | X | X |

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation

- SL1 Time Specific..... 95% within + or – 15 Minutes of Scheduled Start Time
- SL1 IDLC
- SL1 Non-Time Specific
- SL2 Time Specific
- SL2 Non-Time Specific 95% within 4-Hour Window
- SL2 IDLC

SEEM Analog/Benchmark

P-7B: Coordinated Customer Conversions – Average Recovery Time

Definition

Measures the time between notification and resolution by BellSouth of a service outage found that can be isolated to the BellSouth side of the network. The time between notification and resolution by BellSouth must be measured to ensure that CLEC customers do not experience unjustifiable lengthy service outages during a Coordinated Customer Conversion. This report measures outages associated with Coordinated Customer Conversions prior to service order completion.

Exclusions

- Cutovers where service outages are due to CLEC caused reasons when the CLEC agrees
- Cutovers where service outages are due to end-user caused reasons when the CLEC agrees
- Test Orders

Business Rules

Measures the outage duration time related to Coordinated Customer Conversions from the initial trouble notification until the trouble has been restored and the CLEC has been notified. The duration time is defined as the time from the initial trouble notification until the trouble has been restored and the CLEC has been notified. The interval is calculated on the total outage time for the circuits divided by the total number of outages restored during the report period to give the average outage duration.

Calculation

Recovery Time = (a - b)

- a = Date and Time That Trouble is Closed by CLEC
- b = Date and Time Initial Trouble is Opened with BellSouth

Average Recovery Time = (c / d)

- c = Sum of all the Recovery Times per circuit
- d = Number of Troubles per circuit Referred to BellSouth

Report Structure

- CLEC Specific
- CLEC Aggregate
- Geographic Scope
 - State
 - Region

Data Retained

Relating to CLEC Experience

- Report Month
- CLEC Company Name
- CLEC Order Number (so_nbr)
- Committed Due Date (DD)
- Service Type (CLASS_SVC_DESC)
- CLEC Acceptance Conflict (CLEC_CONFLICT)
- CLEC Conflict Resolved (CLEC_CON_RES)
- CLEC Conflict MFC (CLEC_CONFLICT_MFC)

- Total Conversion Orders

Note: Code in parentheses is the corresponding header found in the raw data file.

Relating to BellSouth Performance

- None

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation

SQM Analog/Benchmark

- Unbundled Loops with INP <= 5 Hours
- Unbundled Loops with LNP <= 5 Hours

SEEM Measure

| SEEM | Tier I | Tier II |
|---------|--------|---------|
| No..... | | |

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation

SEEM Analog/Benchmark

- Not Applicable..... Not Applicable

P-7C: Hot Cut Conversions - % Provisioning Troubles Received within 7 Days of a Completed Service Order

Definition

The Percent Provisioning Troubles received within 7 days of a completed service order associated with a Hot Cut Conversion (CCC) measures the quality and accuracy of Coordinated Customer Conversion Activities.

Exclusions

- Any order cancelled by the CLEC
- Troubles caused by Customer Provided Equipment
- Test Orders

Business Rules

Measures the quality and accuracy of completed service orders associated with Coordinated and Non-coordinated Customer Conversions. The first trouble report received on a circuit ID within 7 days following a service order completion is counted in this measure. Subsequent trouble reports are measured in Repeat Report Rate. Reports are calculated searching in the prior report period for completed Coordinated Customer Conversion service orders and following 7 days after the completion of the service order for a trouble report issue date.

Calculation

% Provisioning Troubles within 7 days of service order completion = $(a / b) \times 100$

- a = The sum of all CCC Circuits with a trouble within 7 days following service order(s) completion
- b = The total number of CCC service order circuits completed in the previous report calendar month

Report Structure

- CLEC Specific
- CLEC Aggregate
- Dispatch/Non-Dispatch
- Geographic Scope
 - State
 - Region

Data Retained

Relating to CLEC Experience

- Report Month
- CLEC Order Number (so_nbr)
- PON
- Order Submission Date (TICKET_ID)
- Order Submission Time (TICKET_ID)
- Status Type
- Status Notice Date
- Standard Order Activity
- Geographic Scope
- Total Conversion Circuits

Note: Code in parentheses is the corresponding header found in the raw data file.

Relating to BellSouth Performance

- No BellSouth Analog exists

SQM Disaggregation - Analog/Benchmark
SQM Level of Disaggregation
SQM Analog/Benchmark

- UNE Loop Design <= 3%
- UNE Loop Non-Design..... <= 3%

SEEM Measure

| SEEM | Tier I | Tier II |
|-----------|---------|---------|
| Yes | X | X |

SEEM Disaggregation - Analog/Benchmark
SEEM Disaggregation
SEEM Analog/Benchmark

- UNE Loop Design <= 3%
- UNE Loop Non-Design..... <= 3%

P-8: Cooperative Acceptance Testing - % of xDSL Loops Successfully Passing Cooperative Testing

Definition

A loop will be considered successfully cooperatively tested when both the CLEC and BellSouth representatives agree that the loop meets the technical specifications set forth in TR 73600.

Exclusions

- Testing failures due to CLEC (incorrect contact number, CLEC not ready, etc.)
- xDSL lines with no request for cooperative testing
- Test Orders

Business Rules

When a BellSouth technician finishes delivering an order for an xDSL loop where the CLEC order calls for cooperative testing at the customer's premise, the BellSouth technician is to call a toll free number to the CLEC testing center. The BellSouth technician and the CLEC representative at the center then test the line. As an example of the type of testing performed, the testing center may ask the technician to put a short on the line so that the center can run a test to see if it can identify the short. CLEC caused failures will be captured in the raw data files.

Calculation

Cooperative Acceptance Testing - % of xDSL Loops Successfully Tested = $(a / b) \times 100$

- a = Total number of successful xDSL cooperative tests for xDSL lines where cooperative testing was requested in the reporting period
- b = Total Number of xDSL line tests requested by the CLEC and scheduled in the reporting period

Report Structure

- CLEC Specific
- CLEC Aggregate
- Type of Loop Tested
- Geographic Scope
 - State
 - Region

Data Retained

Relating to CLEC Experience

- Report Month
- CLEC Company Name (OCN)
- CLEC Order Number (so_nbr) and PON (PON)
- Committed Due Date (DD)
- Service Type (CLASS_SVC_DESC)
- Acceptance Testing Completed (ACCEPT_TESTING)
- Acceptance Testing Declined (ACCEPT_TESTING)
- Total xDSL Orders
- Missed Appointments Code (SO_MISSED_CMMT_CD)

Note: Code in parentheses is the corresponding header found in the raw data file.

Relating to BellSouth Performance

- No BellSouth Analog Exists

SQM Disaggregation - Analog/Benchmark
SQM Level of Disaggregation
SQM Analog/Benchmark

- UNE xDSL 95% of Lines Successfully Tested
 - ADSL
 - HDSL
 - UCL
 - OTHER

SEEM Measure

| SEEM | Tier I | Tier II |
|-----------|---------|---------|
| Yes | X | X |

SEEM Disaggregation - Analog/Benchmark
SEEM Disaggregation
SEEM Analog/Benchmark

- UNE xDSL 95% of Lines Successfully Tested
 - ADSL
 - HDSL
 - UCL
 - Other

P-9: % Provisioning Troubles within 30 Days of Service Order Completion

Definition

Percent Provisioning Troubles within 30 days of Service Order Completion measures the quality and accuracy of Service order activities.

Exclusions

- Cancelled Service Orders
- Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders, Test Orders, etc.) Test order types may be C, N, R, or T.
- D & F orders
- Trouble reports caused and closed out to Customer Provided Equipment (CPE)

Business Rules

Measures the quality and accuracy of completed orders. The first trouble report received after service order completion is counted in this measure. Subsequent trouble reports are measured in Repeat Report Rate. Reports are calculated searching in the prior report period for completed service orders and following 30 days after completion of the service order for a trouble report issue date.

D & F orders are excluded as there is no subsequent activity following a disconnect.

Note: Standalone LNP historical data is not available in the maintenance systems (LMOS or WFA).

Calculation

% Provisioning Troubles within 30 days of Service Order Activity = $(a / b) \times 100$

- a = Trouble reports on all completed orders within 30 days following service order(s) completion
- b = All Service Orders completed in the previous report calendar month

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Reported in categories of <10 line/circuits; >= 10 line/circuits (except trunks)
- Dispatch /Non-Dispatch (except trunks)
- Geographic Scope
 - State
 - Region

Data Retained

Relating to CLEC Experience

- Report Month
- CLEC Order Number and PON
- Order Submission Date (TICKET_ID)
- Order Submission Time (TICKET_ID)
- Status Type
- Status Notice Date

- Standard Order Activity
- Geographic Scope

Note: Code in parentheses is the corresponding header found in the raw data file.

Relating to BellSouth Performance

- Report Month
- BellSouth Order Number
- Order Submission Date
- Order Submission Time
- Status Type
- Status Notice Date
- Standard Order Activity
- Geographic Scope

SQM Disaggregation - Analog/Benchmark

| SQM Level of Disaggregation | SQM 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 with LNP Design | Retail Residence and Business Dispatch |
| • 2W Analog Loop with LNP Non-Design | Retail Residence and Business - (POTS Excluding Switch-Based Orders) |
| • 2W Analog Loop with INP Design | Retail Residence and Business Dispatch |
| • 2W Analog Loop with 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 xDSL (HDSL, ADSL and UCL) | ADSL provided to Retail |
| • UNE ISDN (Includes UDC) | Retail ISDN BRI |
| • UNE Line Sharing | ADSL Provided to Retail |
| • UNE Loop + Port Combinations | Retail Residence and Business |
| - Dispatch In | - Dispatch In |
| - Switch-Based | - Switch Based |
| • UNE Switch Ports | Retail Residence and Business (POTS) |
| • UNE Combo Other | Retail Residence, Business and Design Dispatch (Including Dispatch Out and Dispatch In) |
| • Local Transport (Unbundled Interoffice Transport) | Retail DS1/DS3 Interoffice |
| • UNE Other Non-Design | Retail Residence and Business |
| • UNE Other Design | Retail Design |
| • Local Interconnection Trunks | Parity with Retail |
| • UNE Line Splitting | ADSL to Retail |
| • EELs | Retail DS1/DS3 |

SEEM Measure

| SEEM | Tier I | Tier II |
|-----------|---------|---------|
| Yes | X | X |

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation

SEEM 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 with LNP Design | Retail Residence and Business Dispatch |
| • 2W Analog Loop with LNP Non-Design | Retail Residence and Business - (POTS Excluding Switch-Based Orders) |
| • 2W Analog Loop with INP Design | Retail Residence and Business Dispatch |
| • 2W Analog Loop with 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 |
| - Dispatch In | - Dispatch In |
| - Switch-Based | - Switch-Based |
| • UNE Switch Ports | Retail Residence and Business (POTS) |
| • UNE Combo Other | Retail Residence, Business and Design Dispatch (Including Dispatch Out and Dispatch In) |
| • UNE xDSL (HDSL, ADSL and UCL) | ADSL provided to Retail |
| • UNE ISDN (Includes UDC) | Retail ISDN BRI |
| • UNE Line Sharing | ADSL Provided to Retail |
| • Local Transport (Unbundled Interoffice Transport) | Retail DS1/DS3 Interoffice |
| • Local Interconnection Trunks | Parity with Retail |
| • UNE Line Splitting | ADSL Provided to Retail |
| • UNE Other Non-Design | Retail Residence and Business |
| • UNE Other Design | Retail Design |
| • EELs | Retail DS1/DS3 |

P-10: Total Service Order Cycle Time (TSOCT)
(Deleted)

P-11: Service Order Accuracy

Definition

The “service order accuracy” measurement measures the accuracy and completeness of BellSouth service orders by comparing what was ordered and what was completed.

Exclusions

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

Business Rules

A statistically valid sample of service orders, completed during a monthly reporting period, is compared to the original account profile and the order that the CLEC sent to BellSouth. An order is “completed without error” if all service attributes and account detail changes (as determined by comparing the original order) completely and accurately reflect the activity specified on the original order and any supplemental CLEC order. For both small and large sample sizes, when a Service Request cannot be matched with a corresponding Service Order, it will not be counted. For small sample sizes an effort will be made to replace the service request.

Service Order Accuracy Sampling Process: A list of all orders completed in the report month is generated. The orders are then listed by the disaggregations specified in the SQM. For each disaggregation, the quantity of completed orders and the error rate for each disaggregation from the previous month are entered into a “Stratified Random Sampling for Proportions” formula. This formula determines the number of orders that are to be reviewed for each disaggregation. Once the sample size for each disaggregation is determined, the specified quantity of orders for each disaggregation are pulled for review.

Calculation

Percent Service Order Accuracy = $(a / b) \times 100$

- a = Orders Completed without Error
- b = Orders Completed in Reporting Period

Report Structure

- CLEC Aggregate
- Reported in categories of <10 line/circuits; >= 10 line/circuits
- Dispatch/Non-Dispatch

Data Retained

Relating to CLEC Experience

- Report Month
- CLEC Order Number and PON
- Local Service Request (LSR)
- Order Submission Date
- Committed Due Date
- Service Type
- Standard Order Activity

Relating to BellSouth Performance

- No BellSouth Analog Exist

SQM Disaggregation - Analog/Benchmark
SQM Level of Disaggregation
SQM Analog/Benchmark

- Resale Residence 95% Accurate
- Resale Business
- Resale Design (Specials)
- UNE Specials (Design)
- UNE (Non-Design)
- Local Interconnection Trunks

SEEM Measure

| SEEM | Tier I | Tier II |
|-----------|--------|---------|
| Yes | | X |

SEEM Disaggregation - Analog/Benchmark
SEEM Disaggregation
SEEM Analog/Benchmark

- Resale..... 95%
- UNE..... 95%
- UNE-P..... 95%

Note: This measure to be replaced when P-11A is implemented.

Note: This measure becomes effective with September 2003 service orders. The Service Order Accuracy measure as defined in the previous SQM will be effective prior to that time.

P-11A: Service Order Accuracy

Definition

The Service Order Accuracy measurement measures the accuracy and completeness of CLEC requests for service by comparing the CLEC Local Service Request (LSR) to the completed service order after provisioning has been completed. Only electronically submitted LSRs that require manual handling by a BellSouth service representative in the LCSC are measured.

Exclusions

- Canceled Service Orders
- Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders, orders using test OCNs, which may be coded C, N, R or T etc.)
- Disconnect Orders
- CLEC LSRs submitted manually (FAX or Courier)
- CLEC LSRs submitted electronically that are not manually handled by BellSouth (Flow Through)

Business Rules

Only CLEC LSRs submitted electronically that fall out of the electronic system for manual processing (partially mechanized) by a BellSouth representative and the resulting service orders are selected for this measure. The CLEC requested services on the LSR are compared to the completed service order using the CLEC-Affecting Service Attributes shown below.

Selected CLEC-Affecting Service Attributes

The BellSouth Local Service Request (LSR) fields identified below will be used, as applicable, for this Service Order Accuracy review process.

BellSouth LSR Fields

The fields listed below would only be captured as a miss when they are service affecting. For the purpose of the Service Order Accuracy measure, if any of the fields listed below are populated on the LSR and do not match the corresponding field on the Service Order, but this mismatch does not affect the correct provisioning of the Service Order, the field is not considered to be service affecting and therefore will not be included as a miss in this measure. An example would be LCSC/System workarounds, which will be identified in a document posted on the Interconnection website. CLECs may discuss any of the posted LCSC/System Workarounds during the regular PMAP notification calls.

- Company Code
- PON
- Billed Telephone Number
- Telephone Number
- Ported Telephone Number
- Circuit ID
- PIC
- LPIC
- Directory Listing
 - Directory Delivery Address
 - Listing Activity
 - Alphanumeric Listing Identifier Code
 - Record Type

- Listing Type
- Listed Telephone Number
- Listed Name, Last Name
- Listed Name, First Name
- Address Indicator
- Listed Address House Number
- Listed Address House Number Suffix
- Listed Address Street Directional
- Listed Address Street Name
- Listed Address Thoroughfare
- Listed Address Street Suffix
- Listed Address Locality
- Yellow Pages Heading
- Features
 - Feature Activity
 - Feature Codes
 - Feature Detail*
- Hunting
 - Hunt Group Activity
 - Hunt Group Identifier
 - Telephone Number Identifier
 - Hunt Type Code
 - Hunt Line Activity
 - Hunting Sequence
 - Number Type
 - Hunting Telephone Number
- E911 Listing
 - Service Address House Number
 - Service Address House Number Suffix
 - Service Address Street Directional
 - Service Address Street Name
 - Service Address Thoroughfare
 - Service Address Street Suffix
 - Service Address Descriptive Location
- EATN
- ATN
- APOT
- CFA
- NC
- NCI

* Feature Detail will only be checked for the following USOCs: GCE, GCJ, CREX4, GCJRC, GCZ, DRS, VMSAX, S98VM, S98AF, SMBBX, MBBRX. USOCs and FIDs for Feature Detail will be posted on the Interconnection Website. Any changes to the USOCs and FIDs required to continue checking the identical service will be updated on this Website.

Calculation

Percent Service Order Accuracy = (a / b) X 100

- a = Applicable Orders Completed without Error
- b = Applicable Orders Completed in Reporting Period

Report Structure

- CLEC Specific
- CLEC Aggregate
- Geographic Scope
 - Region

Data Retained

Relating to CLEC Experience

- Report Month
- CLEC Order Number (PON)
- Local Service Request (LSR) Number
- BellSouth Service Order Number
- BellSouth Service Order Completion Date
- Service Type (Resale, UNE, UNE-P)
- Standard Order Activity

Relating to BellSouth Performance

- No BellSouth Analog Exists

SQM Disaggregation – Analog/Benchmark

| SQM Level of Disaggregation | SQM Analog/Benchmark |
|-----------------------------|----------------------|
| • Resale..... | 95% Accurate |
| • UNE..... | 95% Accurate |
| • UNE-P..... | 95% Accurate |

SEEM Measure

| SEEM | Tier I | Tier II | Tier III |
|-----------|---------|---------|----------|
| Yes | X | X | |

SEEM Disaggregation - Analog/Benchmark

| SEEM Disaggregation | SEEM Analog/Benchmark |
|---------------------|-----------------------|
| • Resale..... | 95% Accurate |
| • UNE..... | 95% Accurate |
| • UNE-P..... | 95% Accurate |

**P-12: LNP-Average Disconnect Timeliness Interval & Disconnect
Timeliness Interval Distribution
(Deleted)**

P-13B: LNP - Percent Out of Service < 60 Minutes

Definition

The Number of LNP related conversions where the time required to facilitate the activation of the port in BellSouth's network is less than 60 minutes, expressed as a percentage of total number of activations that took place.

Exclusions

- CLEC-caused errors
- NPAC caused errors unless caused by BellSouth
- Standalone LNP orders with more than 500 number activations

Business Rules

The Start time is the Receipt of the NPAC broadcast activation message in BellSouth's LSMS. The End time is when the Provisioning event is successfully completed in BellSouth's network as reflected in BellSouth's LSMS. Count the number of activations that took place in less than 60 minutes.

Calculation

Percent Out of Service < 60 Minutes = (a / b) X 100

- a = Number of activations provisioned in less than 60 minutes
- b = Total LNP activations

Report Structure

- CLEC Specific
- CLEC Aggregate
- Geographic Scope
 - State
 - Region

Data Retained

Relating to CLEC Experience

- Order Number
- Telephone Number/Circuit Number
- Committed Due Date
- Date/Time of Recent Change Notice

Relating to BellSouth Performance

- SOCS Completion Date and Time Stamp
- CLEC Activate Message

SQM Disaggregation – Analog/Benchmark

SQM Level of Disaggregation

- LNP > = 96.5%

SQM Analog/Benchmark

SEEM Measure

| SEEM | Tier I | Tier II | Tier III |
|-----------|---------|---------|----------|
| Yes | X | X | |

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation

SEEM Analog/Benchmark

- LNP > = 96.5%

P-13B: LNP – Percent Out of Service < 60 Minutes

P-13C: LNP – Percentage of Time BellSouth Applies the 10-Digit Trigger Prior to the LNP Order Due Date

Definition

Percentage of time BellSouth applies 10-digit trigger for LNP TNs prior to the due date.

Exclusions

Excludes CLEC or Customer caused misses or delays.

Business Rules

Obtain number of LNP TNs where the 10-digit trigger was applicable prior to due date, and the total number of LNP TNs where the 10-digit trigger was applicable.

Calculation

Percentage of 10-Digit Applications = (a / b) X 100

- a = Count of LNP TNs for which 10-digit trigger was applied prior to due date
- b = Total LNP TNs for which 10-digit triggers were applicable

Report Structure

- CLEC Specific
- CLEC Aggregate
- Geographic Scope
 - State
 - Region

Data Retained

Relating to CLEC Experience

- Order Number
- Telephone Number/Circuit Number
- Committed Due Date
- Date/Time of Recent Change Notice

Relating to BellSouth Performance

- SOCS Completion Date and Time Stamp
- CLEC Activate Message

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation

- LNP (Standalone) Benchmark: 95%

SQM Analog/Benchmark

SEEM Measure

| SEEM | Tier I | Tier II |
|-----------|---------|---------|
| Yes | X | X |

SEEM Disaggregation**SEEM Analog/Benchmark**

- LNP (Standalone) Benchmark: 95%

P-13C: LNP – Percentage of Time BellSouth Applies the 10-Digit Trigger Prior to the LNP Order Due Date

P-13D: LNP - Average Disconnect Timeliness Interval (Non-Trigger)

Definition

Disconnect Timeliness is defined as the interval between the time ESI Number Manager receives the valid 'Number Ported' message from NPAC (signifying the CLEC 'Activate') until the time the Disconnect is completed in the Central Office switch. This interval effectively measures BellSouth responsiveness by isolating it from impacts that are caused by CLEC related activities.

Exclusions

- Canceled Service Orders
- Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders, Test Orders, etc.) where identifiable. Order types may be C, N, R, or T.
- CLEC-caused errors
- NPAC-caused errors, unless caused by BellSouth
- Incomplete Ports where only a subset of activate messages have been received compared with the LSR and create messages.
- Orders which are candidates for 10 digit triggers, except those that did not receive 10 digit triggers prior to the port out date.
- LSRs where the CLEC did not contact BST within 30 minutes after Activate Message.

Business Rules

The Disconnect Timeliness interval is determined for each telephone number ported associated with a disconnect service order processed on an LSR during the reporting period. The Disconnect Timeliness interval is the elapsed time from when BellSouth receives a valid 'Number Ported' message in ESI Number Manager (signifying the CLEC 'Activate') for each telephone number ported until each number on the service order is disconnected in the Central Office switch. Elapsed time for each ported number is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the total number of selected telephone numbers disconnected in the reporting period. Non-Business hours will be excluded from the duration calculation for unscheduled after hours LNP ports. This will yield a benchmark equivalent to by 12:00 noon the next business day thus, keeping the benchmark at 4 hours.

Calculation

Disconnect Timeliness Interval = (a - b)

- a = Completion Date and Time in Central Office switch for each number on disconnect order
- b = Valid 'Number Ported' message received date and time

Average Disconnect Timeliness Interval = (c / d)

- c = Sum of all Disconnect Timeliness Intervals
- d = Total Number of disconnected numbers completed in reporting period

Report Structure

- CLEC Specific
- CLEC Aggregate
- Geographic Scope
 - State
 - Region

Data Retained

Relating to CLEC Experience

- Order Number
- Telephone Number/Circuit Number
- Committed Due Date
- Receipt Date/Time (ESI Number Manager)
- Date/Time of Recent Change Notice

Relating to BellSouth Performance

- SOCS Completion Date and Time Stamp
- CLEC Activate Message

SQM Disaggregation – Analog/Benchmark

SQM Level of Disaggregation

SQM Analog/Benchmark

- LNP (Normal Working Hours and Approved After Hours)..... 95% <= 4 Hours
- LNP (Unscheduled After Hours Ports)..... 95% <= 4 Hours (excluding non-business hours)

SEEM Measure

| SEEM | Tier I | Tier II |
|-----------|---------|---------|
| Yes | X | X |

SEEM Disaggregation - Analog/Benchmark

- LNP (Normal Working Hours and Approved After Hours)..... 95% <= 4 Hours
- LNP (Unscheduled After Hours Ports)..... 95% <= 4 Hours (excluding non-business hours)

Section 4: Maintenance & Repair

M&R-1: Missed Repair Appointments

Definition

The percent of customer trouble reports not cleared by the committed date and time.

Exclusions

- Trouble tickets canceled at the CLEC request
- BellSouth trouble reports associated with internal or administrative service
- Customer Provided Equipment (CPE) troubles or CLEC Equipment Trouble

Business Rules

The negotiated commitment date and time is established when the repair report is received. The cleared time is the date and time that BellSouth personnel clear the trouble and closes the trouble report in his/her Computer Access Terminal (CAT) or workstation. If this is after the Commitment time, the report is flagged as a “Missed Commitment” or a missed repair appointment. When the data for this measure is collected for BellSouth and a CLEC, it can be used to compare the percentage of the time repair appointments are missed due to BellSouth reasons. (No access reports are not part of this measure because they are not a missed appointment.)

Note: Appointment intervals vary with force availability in the POTS environment. Specials and Trunk intervals are standard interval appointments of no greater than 24 hours. Standalone LNP historical data is not available in the maintenance systems (LMOS or WFA).

Calculation

Percentage of Missed Repair Appointments = $(a / b) \times 100$

- a = Count of Customer Troubles Not Cleared by the Quoted Commitment Date and Time
- b = Total Customer Trouble reports closed in Reporting Period

Report Structure

- Dispatch/Non-Dispatch
- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Geographic Scope
 - State
 - Region

Data Retained

Relating to CLEC Experience

- Report Month
- CLEC Company Name
- Submission Date and Time (TICKET_ID)
- Completion Date (CMPLTN_DT)
- Service Type (CLASS_SVC_DESC)
- Disposition and Cause (CAUSE_CD & CAUSE_DESC)

Note: Code in parentheses is the corresponding header found in the raw data file.

Relating to BellSouth Performance

- Report Month
- BellSouth Company Code
- Submission Date and Time
- Completion Date
- Service Type
- Disposition and Cause (Non-Design /Non-Special Only)
- Trouble Code (Design and Trunking Services)

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation

SQM 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 |
| • 2W Analog Loop Design | Retail Residence & Business Dispatch |
| • 2W Analog Loop Non – Design | Retail Residence & Business (POTS) (Exclusion of Switch-based feature troubles) |
| • 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 Interconnection Trunks | Parity with Retail |
| • Local Transport (Unbundled Interoffice Transport) | Retail DS1/DS3 Interoffice |

SEEM Measure

| SEEM | Tier I | Tier II |
|-----------|---------|---------|
| Yes | X | X |

SEEM Disaggregation - Analog/Benchmark**SEEM Disaggregation****SEEM 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
- 2W Analog Loop Design Retail Residence and Business Dispatch
- 2W Analog Loop Non – Design Retail Residence and Business (POTS) (Exclusion of Switch-based feature troubles)
- UNE Digital Loop < DS1 Retail Digital Loop < DS1
- UNE Digital Loop >= DS1 Retail Digital Loop >= DS1
- UNE Loop + Port Combinations Retail Residence & Business
- UNE Switch ports Retail Residence & 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

M&R-2: Customer Trouble Report Rate

Definition

Initial and repeated customer direct or referred customer troubles reported within a calendar month per 100 lines/circuits in service.

Exclusions

- Trouble tickets canceled at the CLEC request.
- BellSouth trouble reports associated with internal or administrative service.
- Customer Provided Equipment (CPE) troubles or CLEC Equipment Trouble.

Business Rules

Customer Trouble Report Rate is computed by accumulating the number of maintenance initial and repeated trouble reports during the reporting period. The resulting number of trouble reports are divided by the total “number of service” lines, ports or combination that exist for the CLECs and BellSouth respectively at the end of the report month.

Calculation

Customer Trouble Report Rate = $(a / b) \times 100$

- a = Count of Initial and Repeated Customer Trouble Reports closed in the Current Period
- b = Number of Service Access Lines in service at End of the Report Period

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Dispatch/Non-Dispatch
- Geographic Scope
 - State
 - Region

Data Retained

Relating to CLEC Experience

- Report Month
- CLEC Company Name
- Ticket Submission Date and Time (TICKET_ID)
- Ticket Completion Date (CMPLTN_DT)
- Service Type (CLASS_SVC_DESC)
- Disposition and Cause (CAUSE_CD & CAUSE_DESC)
- # Service Access Lines in Service at the end of period

Note: Code in parentheses is the corresponding header found in the raw data file.

Relating to BellSouth Performance

- Report Month
- BellSouth Company Code
- Ticket Submission Date and Time
- Ticket Completion Date
- Service Type
- Disposition and Cause (Non-Design /Non-Special Only)
- Trouble Code (Design and Trunking Services)
- # Service Access Lines in Service at the end of period

SQM Disaggregation - Analog/Benchmark

| SQM Level of Disaggregation | SQM 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 |
| • 2W Analog Loop Design..... | Retail Residence and Business Dispatch |
| • 2W Analog Loop Non – Design..... | Retail Residence and Business (POTS) (Exclusion of Switch-based feature troubles) |
| • 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 Interconnection Trunks | Parity with Retail |
| • Local Transport (Unbundled Interoffice Transport) | Retail DS1/DS3 Interoffice |

SEEM Measure

| SEEM | Tier I | Tier II |
|-----------|---------|---------|
| Yes | X | X |

SEEM Disaggregation - Analog/Benchmark

| SEEM Disaggregation | SEEM 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 |
| • 2W Analog Loop Design..... | Retail Residence and Business Dispatch |
| • 2W Analog Loop Non – Design..... | Retail Residence and Business (POTS) (Exclusion of Switch-based feature troubles) |
| • 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

M&R-3: Maintenance Average Duration

Definition

The Average duration of Customer Trouble Reports from the receipt of the Customer Trouble Report to the time the trouble report is cleared.

Exclusions

- Trouble tickets canceled at the CLEC request.
- BellSouth trouble reports associated with internal or administrative service.
- Customer Provided Equipment (CPE) troubles or CLEC Equipment Trouble.

Business Rules

For Average Duration the clock starts on the date and time of the receipt of the correct report information, i.e. correct telephone number, correct circuit identification, trouble description, etc. for the repair request. The clock stops on the date and time the service is restored and the BellSouth or CLEC customer is notified (when the technician completes the trouble ticket on his/her CAT or work systems).

Calculation

Maintenance Duration = (a - b)

- a = Date and Time of Service Restoration
- b = Date and Time Customer Trouble Ticket was Opened

Average Maintenance Duration = (c / d)

- c = Total of all maintenance durations in the reporting period
- d = Total Closed Customer Troubles in the reporting period

Report Structure

- Dispatch/Non-Dispatch
- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Geographic Scope
 - State
 - Region

Data Retained

Relating to CLEC Experience

- Report Month
- Total Tickets (LINE_NBR)
- CLEC Company Name
- Ticket Submission Date and Time (TICKET_ID)
- Ticket Completion Date (CMPLTN_DT)
- Service Type (CLASS_SVC_DESC)
- Disposition and Cause (CAUSE_CD & CAUSE_DESC)

Note: Code in parentheses is the corresponding header found in the raw data file.

Relating to BellSouth Performance

- Report Month
- Total Tickets
- BellSouth Company Code
- Ticket Submission Date
- Ticket Submission Time
- Ticket Completion Date
- Ticket Completion Time
- Total Duration Time
- Service Type
- Disposition and Cause (Non-Design/Non-Special Only)
- Trouble Code (Design and Trunking Services)

SQM Disaggregation - Analog/Benchmark

| SQM Level of Disaggregation | SQM 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 |
| • 2W Analog Loop Design..... | Retail Residence and Business Dispatch |
| • 2W Analog Loop Non – Design..... | Retail Residence and Business (POTS) (Exclusion of Switch-based feature troubles) |
| • 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 & 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 |

SEEM Measure

| SEEM | Tier I | Tier II |
|-----------|---------|---------|
| Yes | X | X |

SEEM Disaggregation - Analog/Benchmark

| SEEM Disaggregation | SEEM 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 |
| • 2W Analog Loop Design..... | Retail Residence and Business Dispatch |
| • 2W Analog Loop Non – Design..... | Retail Residence and Business (POTS) (Exclusion of Switch-based feature troubles) |
| • 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

M&R-4: Percent Repeat Troubles within 30 Days

Definition

Percent Customer Repeat Troubles within 30 Days measures the percent of customer troubles, during the current reporting period, that had at least one prior trouble ticket on the same line/circuit, anytime in the proceeding 30 calendar days from the receipt of the current trouble report.

Exclusions

- Trouble tickets canceled at the CLEC request.
- BellSouth trouble reports associated with internal or administrative service.
- Customer Provided Equipment (CPE) troubles or CLEC Equipment Trouble.

Business Rules

This measure includes Customer trouble reports on the same line/circuit, received within 30 days of an original Customer trouble report, using the 'cleared date' of the first trouble and the 'received date' of the next trouble.

Calculation

Percent Repeat Customer Troubles within 30 Days = $(a / b) \times 100$

- a = Count of Customer Troubles using the 'received date' where more than one trouble report was logged for the same service line/circuit, within a continuous 30 days
- b = Count of Total Customer Trouble Reports using the 'cleared date', in the Reporting Period

Report Structure

- Dispatch/Non-Dispatch
- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Geographic Scope
 - State
 - Region

Data Retained

Relating to CLEC Experience

- Report Month
- Total Tickets (LINE_NBR)
- CLEC Company Name
- Ticket Submission Date and Time (TICKET_ID)
- Ticket Completion Date (CMPLTN_DT)
- Total and Percent Repeat Customer Trouble Reports within 30 Days (TOT_REPEAT)
- Service Type
- Disposition and Cause (CAUSE_CD & CAUSE_DESC)

Note: Code in parentheses is the corresponding header found in the raw data file.

Relating to BellSouth Performance

- Report Month

- Total Tickets
- BellSouth Company Code
- Ticket Submission Date
- Ticket Submission Time
- Ticket Completion Date
- Ticket Completion Time
- Total and Percent Repeat Customer Trouble Reports within 30 Days
- Service Type
- Disposition and Cause (Non-Design /Non-Special Only)
- Trouble Code (Design and Trunking Services)

SQM Disaggregation - Analog/Benchmark

| SQM Level of Disaggregation | SQM 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 |
| • 2W Analog Loop Design..... | Retail Residence and Business Dispatch |
| • 2W Analog Loop Non – Design..... | Retail Residence and Business (POTS) (Exclusion of Switch-based feature troubles) |
| • 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 |

SEEM Measure

| SEEM | Tier I | Tier II |
|-----------|---------|---------|
| Yes | X | X |

SEEM Disaggregation - Analog/Benchmark

| SEEM Disaggregation | SEEM 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 |
| • 2W Analog Loop Design..... | Retail Residence and Business Dispatch |
| • 2W Analog Loop Non – Design..... | Retail Residence and Business (POTS) (Exclusion of Switch-based feature troubles) |
| • 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

M&R-5: Out of Service (OOS) > 24 Hours

Definition

For Out of Service Customer Troubles (no dial tone, cannot be called or cannot call out) the percentage of Total OOS Customer Troubles cleared in excess of 24 hours. (All design services are considered to be out of service).

Exclusions

- Trouble Reports canceled at the CLEC request
- BellSouth Trouble Reports associated with administrative service
- Customer Provided Equipment (CPE) Troubles or CLEC Equipment Troubles.

Business Rules

Customer Trouble reports that are out of service and cleared in excess of 24 hours. The clock begins when the customer trouble report is created in LMOS/WFA and the customer trouble is counted if the elapsed time exceeds 24 hours.

Calculation

Out of Service (OOS) > 24 hours = $(a / b) \times 100$

- a = Total Cleared Customer Troubles OOS > 24 Hours
- b = Total OOS Customer Troubles in Reporting Period

Report Structure

- Dispatch/Non-Dispatch
- CLEC Specific
- BellSouth Aggregate
- CLEC Aggregate
- Geographic Scope
 - State
 - Region

Data Retained

Relating to CLEC Experience

- Report Month
- Total Tickets
- CLEC Company Name
- Ticket Submission Date and Time (TICKET_ID)
- Ticket Completion Date (CMPLTN_DT)
- Percentage of Customer Troubles out of Service > 24 Hours (OOS>24_FLAG)
- Service type (CLASS_SVC_DESC)
- Disposition and Cause (CAUSE_CD & CAUSE-DESC)

Note: Code in parentheses is the corresponding header found in the raw data file.

Relating to BellSouth Performance

- Report Month
- Total Tickets
- BellSouth Company Code
- Ticket Submission Date
- Ticket Submission time
- Ticket Completion Date
- Ticket Completion Time
- Percent of Customer Troubles out of Service > 24 Hours
- Service Type
- Disposition and Cause (Non-Design/Non-Special only)
- Trouble Code (Design and Trunking Services)

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation

SQM 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 |
| • 2W Analog Loop Design | Retail Residence and Business Dispatch |
| • 2W Analog Loop Non – Design..... | Retail Residence and Business (POTS) (Exclusion of Switch-based feature troubles) |
| • 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 |

SEEM Measure

| SEEM | Tier I | Tier II |
|-----------|---------|---------|
| Yes | X | X |

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation

SEEM 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 |
| • 2W Analog Loop Design..... | Retail Residence and Business Dispatch |
| • 2W Analog Loop Non – Design..... | Retail Residence and Business (POTS) (Exclusion of Switch-based feature troubles) |
| • 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

M&R-6: Average Answer Time – Repair Centers

Definition

This report measures the average time a customer is in queue when calling a BellSouth Repair Center.

Exclusions

- Abandoned Calls

Business Rules

The clock starts when a CLEC Representative or BellSouth customer makes a choice on the Repair Center's menu and is put in queue for the next repair attendant. The clock stops when the repair attendant answers the call.

Note: The Total Column is a combined BellSouth Residence and Business number.

Calculation

Answer Time for BellSouth Repair Centers = (a - b)

- a = Time BellSouth Repair Attendant Answers Call
- b = Time of entry into queue after ACD Selection

Average Answer Time for BellSouth Repair Centers = (c / d)

- c = Sum of all Answer Times
- d = Total number of calls by reporting period

Report Structure

- CLEC Aggregate
- BellSouth Aggregate
- Geographic Scope
 - Region

Data Retained

Relating to CLEC Experience

- CLEC Average Answer Time

Relating to BellSouth Performance

- BellSouth Average Answer Time

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation

- Region. CLEC/BellSouth Service Centers and BellSouth Repair Centers are regional.

SQM Analog/Benchmark

- For CLEC, Average Answer Times in UNE Center and BRMC are comparable to the Average Answer Times in the BellSouth Repair Centers.

SEEM Measure

| SEEM | Tier I | Tier II |
|------|--------|---------|
|------|--------|---------|

| | | |
|---------|--|--|
| No..... | | |
|---------|--|--|

SEEM Disaggregation - Analog/Benchmark**SEEM Disaggregation****SEEM Analog/Benchmark**

- | | |
|-----------------------|----------------|
| • Not Applicable..... | Not Applicable |
|-----------------------|----------------|

M&R-7: Mean Time To Notify CLEC of Network Outages

Definition

BellSouth will inform the CLEC and appropriate BellSouth personnel of any Network outages (customer impacting).

Exclusions

None

Business Rules

The time it takes for the Network Management Center (NMC) to notify the CLEC and appropriate BellSouth personnel of a customer impacting network incident in equipment that may be utilized by the CLEC. When BellSouth becomes aware of a network incident, the CLEC and appropriate BellSouth personnel will be notified electronically. The notification time for each outage will be measured in minutes and divided by the number of outages for the reporting period. The CLECs will be notified the same way and at the same time as BellSouth personnel. These are broadcast messages. It is up to those receiving the message to determine if they have customers affected by the incident.

Calculation

Time to Notify = (a - b)

- a = Date and Time NMC Notified
- b = Date and Time NMC detected network incident

Mean Time to Notify = (c / d)

- c = Sum of all Times to Notify
- d = Count of all Network Incidents

Report Structure

- BellSouth Aggregate
- CLEC Aggregate
- CLEC Specific
- Geographic Scope
 - Region

Data Retained

Relating to CLEC Experience

- Report Month
- Major Network Events
- Date/Time of Incident
- Date/Time of Notification

Relating to BellSouth Performance

- Report Month
- Major Network Events
- Date/Time of Incident
- Date/Time of Notification

SQM Disaggregation - Analog/Benchmark**SQM Level of Disaggregation****SQM Analog/Benchmark**

- BellSouth Aggregate..... Parity with Retail
- CLEC Aggregate Parity with Retail
- CLEC Specific..... Parity with Retail

SEEM Measure

| SEEM | Tier I | Tier II |
|------|--------|---------|
|------|--------|---------|

| | | |
|---------|--|--|
| No..... | | |
|---------|--|--|

SEEM Disaggregation - Analog/Benchmark**SEEM Disaggregation****SEEM Analog/Benchmark**

- Not Applicable..... Not Applicable