COLLOCATION - Tennessee

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR
							Rec	Nonrecurring		Nonrecurring Disconnect			
								First	Add'l	First	Add'l	SOMEC	SOMAN
		Virtual Collocation 2-Wire Cross Connect, Exchnage Port 2-Wire ISDN			UEPSX	VE1R2	0.57	11.62	9.90	10.38	8.66		
		Virtual Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	VE1R4	0.57	11.81	10.04	10.44	8.67		
		Note: Rates displaying an "I" in the Interim column are interim as a result of a Commission order.											

Attachment 5

Access to Numbers and Number Portability

TABLE OF CONTENTS

ACCESS TO NUMBERS AND NUMBER PORTABILITY

1. Non-discriminatory Access to Telephone Numbers

1.1 During the term of this Agreement, where KMC III is utilizing its own switch, KMC III shall contact the North American Numbering Plan Administrator (NANPA), or, where applicable, the relevant Number Pool Administrator for the assignment of numbering resources.

1.2 Where BellSouth provides local switching or resold services to KMC III, BellSouth will provide KMC III with online access to available telephone numbers as defined by applicable FCC rules and regulations on a first come first served basis. KMC III acknowledges that such access to numbers shall be in accordance with the appropriate FCC rules and regulations. KMC III may designate up to a forecasted six (6) months supply of available numbers as intermediate (an available number provided to KMC III) telephone numbers per rate center if the following conditions are met:

1.2.1 KMC III must: (1) indicate that all of the intermediate numbers currently held by KMC III in each rate center where KMC III will be requesting intermediate telephone numbers have six (6) or less months to exhaust; (2) supply projected monthly telephone number demand on a rate center basis for the coming twelve (12) months for each rate center where KMC III will be requesting intermediate telephone numbers; and, (3) demonstrate that the utilization level on current intermediate numbers held by KMC III in the rate center where KMC III is requesting telephone numbers has reached at least seventy percent (70%). The above information will be provided by KMC III by submitting to BellSouth a fully completed "CO Code Assignments Months To Exhaust Certification Worksheet – TN Level" ("MTE Worksheet"), Appendix B to the Central Office Code (NXX) Assignments Guidelines, INC 95-0407-008 for each rate center where KMC III will be requesting intermediate telephone numbers. The utilization level is calculated by dividing all intermediate numbers currently assigned by KMC III to customers by the total number of intermediate numbers held by KMC III in the rate center and multiplying the result by one hundred (100). After June 30, 2004, rate center utilization level must be at seventy-five percent (75%) (Part F of the MTE Worksheet).

1.2.2 If fulfilling KMC III's request for intermediate numbers results in BellSouth having to submit a request for additional telephone numbers to a national numbering administrator (either NANPA CO Code Administration or NeuStar Pooling Administration or their successors), BellSouth will submit the required numbering request to the national numbering administrator to satisfy KMC III's request for intermediate numbers. BellSouth will also pursue all appropriate steps (including submitting a safety valve request (petition) to the appropriate Commission if the numbering request is denied by the national administrator) to satisfy KMC III's request for intermediate numbers. In these cases, BellSouth is not obligated to fulfill the request by KMC III for intermediate numbers unless, and until, BellSouth's request for additional numbering resources is granted.

1.2.3 KMC III agrees to supply supporting information for any numbering request and/or safety valve request that BellSouth files pursuant to Section 1.2.2 above.

1.3 KMC III acknowledges that there may be instances where there is an industry shortage of available telephone numbers in a NPA. These instances occur where a jeopardy status has been declared by NANPA and the industry has determined that limiting the assignment of new numbers is the appropriate method to employ until the jeopardy can be alleviated. In such NPA jeopardy situations where assignment of new numbers is restricted as per the jeopardy guidelines developed by the industry, BellSouth may request that KMC III cancel all or a portion of its unassigned intermediate numbers. KMC III consent to BellSouth's request shall not be unreasonably withheld.

2. LNP

2.1 The Parties will offer Number Portability in accordance with rules, regulations and guidelines adopted by the Commission, the FCC and industry fora.

2.2 Customer Line Charge. Where KMC III subscribes to BellSouth's local switching, BellSouth shall bill and KMC III shall pay the customer line charge associated with implementing LNP as set forth in BellSouth's FCC Tariff No. 1. This charge is not subject to the resale discount set forth in Attachment 1 of this Agreement.

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

2.4 Network Architecture. The parties agree to adhere to applicable FCC Rules and Orders governing LNP network architecture.

2.5 Signaling. In connection with LNP, each Party agrees to use Signaling System Seven (SS7) signaling in accordance with applicable FCC Rules and Orders.

2.6 N-1 Query. The parties agree to adhere to applicable FCC Rules and Orders governing LNP N-1 queries.

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

2.8 Splitting of Number Groups. If blocks of subscriber numbers (including, but not limited to, Direct Inward Dial (DID) numbers and MultiServ groups) are split in connection with an LNP request, the Parties shall permit such splitting. BellSouth and KMC III shall offer number portability to customers for any portion of an existing block of DID numbers without being required to port the entire block of numbers. BellSouth and KMC III shall permit end-users who port a portion of DID numbers to retain DID service on the remaining portion of numbers. If a Party requests porting a range of DID numbers smaller than a whole block, that Party shall pay the applicable charges for doing so as set forth in Attachment 2 of this Agreement. In the event a rate is not available then the Parties shall negotiate a rate for such services.

2.9 The Parties will set LRN unconditional or ten (10) digit triggers where applicable. Where triggers are set, the porting Party will remove the ported number at the same time the trigger is removed.

2.10 A trigger order is a service order issued in advance of the porting of a number. A trigger order 1) initiates call queries to the Advanced Intelligent Network (AIN) SS7 network in advance of the number being ported, and 2) provides for the new service provider to be in control of when a number ports.

2.11 Where triggers are not set, the Parties shall coordinate the porting of the number between service providers so as to minimize service interruptions to the customer.

2.12 BellSouth and KMC III will work cooperatively to implement changes to LNP process flows ordered by the FCC or as recommended by standard industry forums addressing LNP.

3. OSS RATES

3.1 The terms, conditions and rates for OSS are as set forth in Attachments 1 and 2.

Attachment 6

Pre-Ordering, Ordering, Provisioning, Maintenance and Repair

TABLE OF CONTENTS

PRE-ORDERING, ORDERING, PROVISIONING, MAINTENANCE AND REPAIR

1. Quality Of Pre-Ordering, Ordering, Provisioning, Maintenance and Repair

1.1 Nondiscriminatory Access. BellSouth shall provide to KMC III access to its Operations Support Systems (OSS) and the necessary information contained therein in order that KMC III can perform the functions of pre-ordering, ordering, provisioning, maintenance-and repair, and billing in accordance with FCC and Commission rules and orders. Detailed guidelines for ordering and pre-ordering are set forth in the Local Ordering Handbook (LOH) on BellSouth's Interconnection Services Web site, http://interconnection.bellsouth.com/guides/html/leo.html, for maintenance and repair at http:/www.interconnection.bellsouth.com/guides/html/other_guides.html and for billing at http:/www.interconnection.bellsouth.com/guides/html/billing.html. Except where otherwise required by Commission order, where practicable, BellSouth will notify KMC III of changes to ordering, preordering, provisioning, maintenance and repair, and billing interfaces and business rules via the appropriate BellSouth Web site thirty (30) days prior to such changes. In addition, BellSouth will use its best efforts, upon KMC III's request to BellSouth's Interconnection Services (ICS) Web site group at wmag@bellsouth.com, to provide such notices via e-mail to the address specified by KMC III.

1.2 Regular Working Hours/Overtime. For purposes of this Agreement, BellSouth's regular working hours for provisioning are defined as follows:

Monday – Friday – 8:00 a.m. – 5:00 p.m. (Excluding Holidays) (Resale/UNE non-coordinated, coordinated orders and order coordinated-time specific)

Saturday - 8:00 a.m. – 5:00 p.m. (Excluding Holidays) (Resale/UNE non-coordinated orders)

1.2.1 The above hours represent the hours, either Eastern or Central Time, of the location where the customer is located and the physical work associated with providing service to that customer is being performed.

1.2.2 To the extent KMC III requests provisioning of service to be performed outside BellSouth's regular working hours, or the work so requested requires BellSouth's technicians or Project Manager to work outside of regular working hours, overtime billing charges pursuant to Section A2.3.15 of BellSouth's General Subscriber Services Tariff (GSST) for the applicable state 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 KMC III, BellSouth will not assess KMC III additional charges beyond the rates and charges specified in this Agreement.

1.3 KMC III and BellSouth will utilize standard industry formats and data elements developed by the Alliance for Telecommunications Industry Solutions (ATIS), including without limitation to the Ordering and Billing Forum (OBF) (ATIS and its associated committees). Where standard industry formats and data elements are not developed by ATIS and its associated committees, KMC III and BellSouth may cooperatively work to pursue their development through these industry standards organizations. For non-industry standard changes that will affect systems within the scope of the Change Control Process (CCP) (changes that affect external users of BellSouth's OSS interfaces and associated manual processes and documentation) to the extent KMC III elects to address such changes KMC III will use the CCP located at http://www.interconnection.bellsouth.com/markets/lec/ccp_live/index.html/main/clec.html to address the specific requirements. When an ATIS and its associated committees standard or format is subsequently adopted, the Parties will utilize the CCP located at http://www.interconnection.bellsouth.com/markets/lec/ccp_live/index.html/main/clec.html to determine how to transition the implementation of the ATIS and its associated committees standard or format.

2. Access to Operations Support Systems

2.1 Interfaces. BellSouth shall provide KMC III access to OSS functions for pre-ordering, ordering, provisioning, maintenance and repair, and billing. BellSouth shall provide access to the OSS through manual and/or electronic interfaces as described in this Attachment. It is the sole responsibility of KMC III to obtain the technical capability to access and utilize BellSouth's OSS interfaces. Specifications for KMC III's access and use of BellSouth's electronic interfaces are set forth at www.interconnection.bellsouth.com/guides/html/lens_tafi.html (Programming Interfaces) and are incorporated herein by reference.

2.2 For each OSS system training class offered by BellSouth, BellSouth shall make available one (1) free seat per year. Job aids for updates to such OSS training information are available to KMC III on the BellSouth Interconnection Services Web site.

2.2.1 Prior to initial live access to interface functionality and subject to mutual agreement, the Parties shall conduct cooperative testing which will allow for the testing of the systems, interfaces, and processes for the OSS functions as defined at the BellSouth Interconnection Services Web site for testing, http://interconnection.bellsouth.com/clectest/index.html, and in CCP Section 10, http://interconnection.bellsouth.com/markets/lec/ccp_live/docs/bccp/ccp_bccp_guide.pdf.

2.2.2 Each BellSouth interface shall be available, except for maintenance, emergency repair and scheduled downtime necessary for situations such as systems upgrades and applications releases as indicated in the OSS System Hours of Availability at www.interconnection.bellsouth.com/oss/oss_hour.html, except as modified through Carrier Notification Letters, and is incorporated herein by reference twenty-four (24) hours a day, seven (7) days a week.

2.2.2.1 BellSouth will provide a minimum of fifteen (15) days advanced notice of any scheduled maintenance and scheduled downtime outside the regularly scheduled system downtime. Maintenance shall normally be scheduled when systems experience minimum usage. Downtime for emergency repair (Type 1 System Outage) will be given within fifteen (15) minutes of when it is known via email and web posting. Non-scheduled maintenance is defined in BellSouth's Operational Understanding located at BellSouth's Interconnection Services Web site: http://www.interconnection.bellsouth.com/guides/other_guides/html/gopeu001/index.htm as additional activity by BellSouth during a normal repair/alarm process that would require immediate maintenance action to prevent further service degradation or service interruption. This then would not lend itself to a scheduled maintenance interval or customer notification and BellSouth would employ the same process as BellSouth would use for its customers.

2.3 Single Point of Contact/Blanket Letter of Authorization (LOA). KMC III will be the single point of contact with BellSouth for ordering activity for network elements and other services used by KMC III to provide services to its customers, except that BellSouth may accept a request directly from another CLEC, or BellSouth, acting with authorization of the affected customers. KMC III and BellSouth shall each execute a blanket LOA with respect to customer requests so that prior proof of customer authorization will not be necessary with every request. 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 FCC and Commission rules and orders.

2.4 Batch Transmission. Upon request, BellSouth shall provide KMC III with pre-order information in batch transmission to the extent BellSouth makes it available or provides it to any other Telecommunications Carrier on the same terms and conditions and at the same rates.

2.5 Pre-Ordering. In accordance with FCC and Commission rules and orders, BellSouth will provide electronic access to its OSS and the information contained therein in order that KMC III 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. Customer record information includes any and all customer specific information which will be provided as set forth in BellSouth's Customer Service Record (CSR) Job Aid and Parsed Customer Service (PCSR) Job Aid, Issue 2C-October, 2002, which is accessible via the Internet at the following Bellsouth Interconnection Services Web site:

http://www.interconnection.bellsouth.com/guides/bpobr/html/gcsrj001/index.htm. Access to customer record information will be provided through the CLEC OSS interfaces.

2.5.1 BellSouth shall provide electronic access to current and accurate CSR information in accordance with the BellSouth LOH which is accessible via the Internet at Bellsouth's Interconnection Services Web site: http://interconnection.bellsouth.com/guides/html/leo.html. The response interval and average response time will be as required by SQM OSS.

2.5.2 Parsing. BellSouth shall provide parsed CSR information as set forth in BellSouth's CSR Job Aid and PCSR Job Aid, Issue 2C-October, 2002 which is accessible at BellSouth's Interconnection Services Web site: http://www.interconnection.bellsouth.com/guides/bpobr/html/gcsrj001/index.htm.

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

2.5.4 Subject to the same exclusions that apply to BellSouth's delivery of CSRs, KMC III shall use commercially reasonable efforts to provide to BellSouth access to CSRs within forty-eight (48) hours of a valid request, exclusive of Saturdays, Sundays and Holidays.

2.5.5 The Parties agree not to view, copy, or otherwise obtain access to the CSR information of any customer without that customer's permission. The Parties will obtain access to CSR information only in strict compliance with applicable laws, rules, or regulations of the state in which the service is provided.

2.5.5.1 LOA Request. Either Party may request that the other provide a copy of an appropriate LOA. The Parties shall use best efforts to provide such a copy within seven (7) business days.

2.5.5.2 Notice of Noncompliance. If, after receipt of a requested LOA, the requesting Party determines that the other Party has accessed CSR information without having obtained the proper customer authorization, or, if no LOA is provided by the seventh (7th) business day after such request has been made, the requesting

Party will send written notice by email to the other Party specifying the alleged noncompliance.

2.5.5.3 Disputes over Alleged Noncompliance. In its written notice to the other Party, the alleging Party will state that additional applications for service may be refused, that any pending orders for service may not be completed, and/or that access to ordering systems may be suspended if such use is not corrected or ceased by the fifth (5^{th}) day following the date of the notice. In addition, the alleging Party may, at the same time, provide written notice by email to the person designated by the other Party to receive notices of noncompliance that the alleging Party may terminate the provision of access to ordering systems to the other Party and may discontinue the provisioning of existing services if such use is not corrected or ceased by the tenth (10^{th}) day following the date of the initial notice**.** If the other Party disagrees with the alleging Party's allegations of unauthorized use, the alleging Party shall proceed pursuant to the dispute resolution provisions set forth in the General Terms and Conditions. All such information obtained through the process set forth in this Section 2.5.5 shall be deemed Information covered by the Proprietary and Confidential Information Section in the General Terms and Conditions of this Agreement.

2.6 Service Ordering and Provisioning. BellSouth will provide the capability to place orders electronically and/or manually. KMC III can determine if orders can be placed electronically for a certain product by reviewing the LOH found on BellSouth's Interconnection Services Web site located at http://interconnection.bellsouth.com/guides/html/leo.html. Electronic ordering will be made available via a single interface for ordering and pre-ordering or the integration of a pre-ordering and ordering interface. KMC III may integrate the EDI interface with the EDI pre-ordering interface or the TAG ordering interface with the TAG pre-ordering interface. In addition, BellSouth will provide integrated pre-ordering and ordering capability through the LENS interface for non-complex and certain complex resale service requests and certain network element requests. Facsimile and e-mail shall not be considered electronic interfaces. If at any time such interfaces are not available to make placement of an electronic local service request (LSR) possible, KMC III shall use the manual LSR process for the ordering of all services and network elements and any combination thereof**.** Such manual LSRs must be submitted via facsimile except when pre-arranged with BellSouth to mail manual LSRs of over one hundred (100) pages. In the case of outages of BellSouth's OSS interfaces, KMC III will be assessed the lower electronically submitted OSS rate if KMC III must submit LSRs manually during periods of systems outages by complying with the rules specified in the LOH located at BellSouth's Interconnection Services Web site**:** http://interconnection.bellsouth.com/guides/html/leo.html. Additionally, KMC III will be assessed the lower electronically submitted OSS rate if a product or service that is electronically orderable by BellSouth's retail unit is not orderable electronically by a CLEC. BellSouth will make available the CLEC OSS ordering interface for the purpose of exchanging order information, including CLEC Service Order Tracking System (CSOTS) order status and completion notification, for non-complex and certain resale requests, certain network elements and network element combinations.

2.6.1 Interconnection trunking will be ordered via an access service request (ASR) and shall be billed in accordance with Attachment 3.

2.6.2 KMC III may submit, and BellSouth will accept, orders for services and network elements as per the reasonable and nondiscriminatory requirements contained in the BellSouth LOH located at BellSouth's Interconnection Services Web Site: http://interconnection.bellsouth.com/guides/html/leo.html. Notice of changes or additions to ordering procedures resulting from new Services and Elements shall be provided to KMC III through BellSouth's Carrier Notifications which can be accessed at BellSouth's Interconnection Services Web site: http://www.interconnection.bellsouth.com/notifications.

2.6.3 Upon receipt of an order for a conversion, from a BellSouth customer to a CLEC with either UNE or Resale services, BellSouth will: (i) process disconnect and reconnect orders, if necessary, to provision the service which shall be due-dated using the reasonable and nondiscriminatory interval guidelines set forth in Section 8 of the LOH which is accessible via the Internet at the following Web site: http://interconnection.bellsouth.com/guides/html/leo.html, (ii) where applicable reuse the service facility for retail, resale service, or individual loop(s) and/or port(s) at the same location, and (iii) notify KMC III subsequent to the order being completed.

2.6.4 KMC III will specify on each order its Desired Due Date (DDD) for completion of that particular order. BellSouth shall assign a due date which shall be the later of the date for the interval specified in Section 8 of the LOH, located at http://interconnection.bellsouth.com/guides/html/leo.html, or KMC III's DDD. BellSouth shall not complete the provisioning for that order prior to due date unless early turn-up is needed for testing purposes or KMC III otherwise consents to such early turn-up and order completion. BellSouth will make best effort to meet the due date for service requests. BellSouth will notify KMC III if the due date cannot be met and shall assign the earliest due date possible. When the DDD is less than the standard interval, KMC III shall use the expedite request field on the order. If KMC III requests that an order be expedited, BellSouth shall notify KMC III of the status of the order and the due date which shall be (1) for a non-designed order, (a) the expedite date, (b) the earliest date it can be worked after the expedite date or (c) the standard date, or (2) for an UNE order, (a) the expedite date or (b) the standard date as the DD, with the return of the Firm Order Confirmation (FOC) within the interval required by SQM O-9. Service date advancement charges shall be as set forth in Exhibit A of Attachment 2 of this Agreement.

2.6.5 <u>Service Date Advancement Charges (Expedites).</u> For Service Date Advancement requests by KMC III, Service Date Advancement charges will apply for intervals less than the standard interval as outlined in Section 8 of the LOH, located at http://interconnection.bellsouth.com/guides/html/leo.html. The charges shall be as set forth in Exhibit A of Attachment 2 of this Agreement and will apply only where Service Date Advancement has been specifically requested by the requesting Party, and the element or service provided by the other Party meets all technical specifications and is provisioned to meet those technical specifications. If KMC III accepts service on the plant test date (PTD) normal recurring charges will apply from that date but Service Date Advancement charges will only apply if KMC III previously requested the order to be expedited and the expedited DD is the same as the original PTD.

2.6.6 Missed Due Dates. In the case of a missed due date, the Parties shall work cooperatively to complete the order as soon as possible. In the event that a missed due date is one associated with a Service Date Advancement request, Service Date Advancement charges will not apply if BellSouth fails to complete the order prior to the standard interval or a negotiated interval. When the missed due date is the fault of KMC III or its customer, subsequent order processing fees will apply. When it is a BellSouth error, subsequent order processing fees will not apply.

2.6.7 Cancellation Charges. If either Party cancels a request for network elements or other services, any costs incurred by the provisioning Party in conjunction with the provisioning of that request will be recovered in accordance with BellSouth's Private Line Tariff Section B2.4.14 or BellSouth's FCC No. 1 Tariff, Section 5.4, as applicable. Notwithstanding the foregoing, if KMC III places an LSR based upon BellSouth's loop makeup information, and such information is inaccurate resulting in the inability of BellSouth to provision the network elements or services requested and another compatible facility cannot be found with the transmission characteristics of the network elements or services originally requested, cancellation charges described in this Section shall not apply. Where KMC III places a single LSR for multiple network elements or services based upon loop makeup information, and information as to some, but not all, of the network elements or services is inaccurate, if BellSouth cannot provision the network elements or services that were the subject of the inaccurate loop makeup information, KMC III may cancel its request for those network elements or services without incurring cancellation charges as described in this Section. In such instance, should KMC III elect to cancel the entire LSR, cancellation charges as described in this Section shall apply to those elements and services that were not the subject of inaccurate loop makeup. Notwithstanding the foregoing, if KMC III places a single LSR for an unbundled network combination, as described in Section 5 of Attachment 2 of this Agreement, based upon BellSouth's loop makeup information, and such information is inaccurate resulting in the inability of BellSouth to provision the network elements requested in accordance with the transmission characteristics of the network elements requested, cancellation charges described in this Section shall not apply.

2.6.8 Resale Service Orders. Resale service orders shall be available per the BellSouth LOH which can be found at BellSouth's Interconnection Services Web site: http://interconnection.bellsouth.com/guides/html/leo.html.

2.6.8.1 BellSouth shall not require a disconnect order from a customer, KMC III, or another CLEC in order to process a KMC III order for a Resale service available under Attachment 1 to this Agreement.

2.6.9 FOCs, Completion Notices, Jeopardies and DLRs. BellSouth shall provide to KMC III electronic and manual interfaces for transmitting orders and receiving FOCs, Completion Notices (for electronically submitted orders only, for manual orders completions can be viewed in CSOTS), Jeopardies, Design Layout Records, Rejections and, as available, other provisioning data and information. BellSouth shall provide KMC III with a FOC for each Resale and UNE order. The information provided on the FOC will be as described in the Product Information Packages and BellSouth LOH which can be found at BellSouth's Interconnection Services Web site: http://interconnection.bellsouth.com/guides/html/leo.html.

2.6.9.1 BellSouth shall provide to KMC III a FOC within time periods as specified by SQM O-9. For a LSR in the states of Alabama, Georgia, Kentucky, Louisiana, Mississippi, and South Carolina, after the FOC is sent the order will be sent for a review of available facilities. If a facility jeopardy is found it is posted on the Pending Facilities (PF) Report found on the PMAP web site located at https://pmap.bellsouth.com/default.aspx. The order is then sent to the Service Advocacy Center/Outside Plant Engineering group to seek out alternative facilities and if none are found to create a work order to provide relief. Once alternative facilities are found or facilities are cleared/installed the order is cleared for completion. The process is the same for the LSRs submitted in the states of Florida, North Carolina and Tennessee where the available facilities are reviewed prior to returning the FOC.

2.6.10 Rejections/Errors. BellSouth shall reject and return to KMC III any local service request that BellSouth cannot provision due to technical reasons or due to missing, inaccurate or illegible information. When an LSR is rejected, BellSouth shall, in its reject notification, specifically identify and describe, using specified error codes and additional written explanation where necessary, the reasons for which the LSR was rejected. BellSouth will always use best efforts to identify all errors and any need for clarification before rejecting the LSR to KMC III, and to avoid serial requests for LSR correction or clarification. BellSouth will not be able to check for potential dependency conditions created by new data on a clarified request that might cause a serial error when the new data is inputted.

2.6.10.1 BellSouth will identify errors in accordance with BellSouth's LSR error messages documentation, which contains error codes applicable to a LSR and a description of the errors such codes identify. BellSouth will make available such documentation on BellSouth's Interconnection Services Web site, http://www.interconnection.bellsouth.com/guides/html/lsr.html. BellSouth will work cooperatively with KMC III as reasonably necessary to assist KMC III in identifying and understanding LSR errors and associated error codes. Supplemental written explanation of the reasons for the reject will be included, as necessary to pinpoint the error or need for clarification and to prevent the need for serial correction and/or clarification.

2.6.10.2 If a LSR is rejected more than once for error or clarification, no additional supplemental order charges shall apply.

2.6.11 Due dates cannot be considered confirmed until a complete and accurate service request has been entered into BellSouth's service request processing systems. A due date may be adjusted for an order that has been rejected for error or clarification. Serial requests for correction and/or clarification may also trigger a new due date. When a due date is impacted by an invalid clarification by BellSouth, at KMC III's request, BellSouth will make a best effort to honor the due date measured from the original submission of the complete and accurate service request or give the next available date.

2.6.12 Service Request Changes (Supplemental Service Requests). If an installation or other KMC III requested work requires a change from the original KMC III service request in any manner while the BellSouth technician is onsite, BellSouth shall notify the appropriate KMC III ordering center designated in advance of performing the installation or other work to obtain authorization. BellSouth shall then provide KMC III an estimate of additional labor hours or materials. After all installation or other work is completed, BellSouth shall immediately notify the KMC III ordering center that approved the supplemental service request(s) of the actual labor hours or materials used.

2.6.12.1 If provisioning of a service request can only be partially completed due to unavailable facilities, BellSouth shall notify KMC III in accordance with the pending facilities procedures set forth in Section 2.6.14 below.

2.6.12.2 If KMC III's customer requests a service change at the time of installation or other service visit performed by BellSouth technicians, BellSouth shall immediately notify KMC III at the telephone number on the service order of that request. The BellSouth technician should notify KMC III in the presence of the KMC III customer and provide an estimate of additional labor hours or materials needed so that KMC III can negotiate authority to install the requested service directly with that customer and the technician and revise appropriate ordering documents as necessary. At no time should the BellSouth representative perform any work not ordered by KMC III, even at the customer's request, without approval from the KMC III ordering center. After all installation or other work is completed, BellSouth shall immediately notify KMC III of the actual labor hours or materials used to the KMC III ordering center that authorized the supplemental service request(s).

2.6.13 Pending Facility Situations. BellSouth shall provide to KMC III notification of any known facility jeopardy situations when they occur via the password protected PF Report on the PMAP web site located at http://pmap.bellsouth.com/default.aspx and via CSOTS. When BellSouth is able to provide a new committed due date, BellSouth shall provide KMC III a FOC containing the new due date if the date is later than the original due date on a nondiscriminatory basis with itself and other CLECs.

2.6.14 Status. BellSouth shall provision Resale Services and UNEs as prescribed in KMC III's service order requests. Access to FOC status on electronically submitted orders and other status states for electronically and manually submitted orders shall be provided via CSOTS located at https//csots.bellsouth.com. Access to FOC status on manually submitted service order requests shall be provided on BellSouth's PMAP Internet web site at http://pmap.bellsouth.com/default.aspx.

2.6.15 Lack of Facilities Notice. BellSouth shall provide notice of a lack of facilities availability in accordance with SQM P-2.

2.6.16 Orders placed in hold or pending status by KMC III will be held for a maximum of thirty (30) days from the date the order is placed on hold. After such time, KMC III shall be required to submit a new service request. Incorrect or invalid requests returned to KMC III for correction or clarification will be held for thirty (30) days. If KMC III does not return a corrected request within thirty (30) days, BellSouth will cancel the request.

2.6.17 Testing. BellSouth shall perform all pre-testing necessary to ensure the services ordered meet the specifications outlined in the technical reference for the service being ordered. Such tests will include all of the tests that BellSouth would perform for the turnup of its own service. Upon request, BellSouth shall provide KMC III with the results from all tests when available.

2.6.18 KMC III and BellSouth will perform cooperative testing, if requested by KMC III, to test Services and Elements purchased by KMC III where BellSouth performs cooperative testing on like services for it's retail entity. At a minimum, cooperative testing performed will include margin, attenuation and insertion loss tests. In situations where a requested test is not normally performed by BellSouth to provision a circuit, Additional Cooperative Acceptance Testing (ACAT) charges will apply in accordance with Section 13.3.5 of BellSouth's FCC No.1 Tariff. In situations where a requested test is not normally performed by BellSouth to address a trouble ticket on a circuit, ACAT charges will apply in accordance with Section 13.3.5 of BellSouth's FCC No. 1 Tariff.

2.6.19 Both Parties shall work cooperatively if required to isolate and clear troubles that cannot be isolated to a particular Party's network.

2.6.20 For maintenance issues, BellSouth will perform testing with the issuance of a trouble report identifying a possible trouble condition in BellSouth's network. BellSouth will perform intrusive testing during the periods authorized by KMC III on the trouble report. Where feasible, BellSouth shall perform electronic loop tests at KMC III's request. BellSouth shall provide KMC III with the results from all tests when available. In situations where a requested test is not normally performed by BellSouth to provision a circuit, ACAT charges will apply. If the trouble is found in BellSouth's network through the performance of the ACAT testing no ACAT charges will be charged.

2.6.21 Tag and Locate. BellSouth must properly and physically tag and locate all circuits, if ordered by KMC III, regardless of provisioning method employed by BellSouth. In cases where BellSouth would not otherwise dispatch to provision a circuit, and KMC III requests Tagging, KMC III will incur the Loop Tagging charges set forth in Exhibit A of Attachment 2 of this Agreement.

2.6.22 Suspend/Restore Orders. Upon KMC III's request through a Suspend/Restore Order, BellSouth shall suspend or restore the functionality of any Services and Elements provided pursuant to this Agreement.

2.6.23 Unless otherwise ordered by KMC III, when KMC III orders services and network elements pursuant to this Agreement, all preassigned trunk or telephone numbers currently associated with those services and network elements shall be retained without loss of switched based features where such features exist. KMC III shall be responsible for ensuring that associated functions (e.g., entries to databases and 911/E911 capability) are properly ordered or retained on the service request.

2.6.24 Completion Notification. Upon completion of a service request submitted electronically, and once BellSouth's systems determine that the service order is completed, BellSouth shall submit to KMC III, via the same electronic interface used to submit the LSR, a completion notification that complies with the OBF/LSOG business rules and ATIS models, as adopted by the CCP. Completion information for LSRs submitted both manually and electronically is available via BellSouth's web-based system known as CSOTS.

2.6.25 Subject to the same exclusions that apply to BellSouth's delivery of a FOC,KMC III shall use commercially reasonable efforts to return a FOC to BellSouth, for purposes of porting a number for noncomplex orders, within forty-eight (48) hours exclusive of Saturdays, Sundays and Holidays, after KMC III's receipt from BellSouth of a valid LSR**.**

2.6.26 Subject to the same exclusions that apply to BellSouth's delivery of a Reject Response, KMC III shall use commercially reasonable efforts to provide a Reject Response to BellSouth, for noncomplex orders, within forty-eight (48) hours, exclusive of Saturdays, Sundays and Holidays, after BellSouth's submission of an LSR which is incomplete or incorrectly formatted.

2.7 Maintenance and Repair. KMC III may report and monitor service troubles and obtain repair services from BellSouth via electronic interfaces. BellSouth provides several options for electronic trouble reporting and monitoring, including, but not limited to CPSS-TA and the following interfaces. For exchange services, BellSouth offers KMC III nondiscriminatory access to the Trouble Analysis Facilitation Interface (TAFI). In addition, BellSouth offers an industry standard, machine-to-machine Electronic Communications Trouble Administration (ECTA) Gateway interface. For designed services, BellSouth provides nondiscriminatory trouble reporting via the ECTA Gateway. BellSouth provides customer_short_name>> an estimated time to repair, as appropriate, on trouble reports. Requests for trouble repair are billed in accordance with the provisions of this Agreement. BellSouth service technicians provide to KMC III and its customers repair service that is nondiscriminatory in relation to that provided to BellSouth and its customers and shall receive response time priority that is at least equal to that of BellSouth and its similarly situated customers. BellSouth will employ the Telecommunications Service Priority (TSP) System in its restoration of National Security and Emergency Preparedness (NS/EP) telecommunications services.

2.7.1 BellSouth and KMC III agree to adhere to BellSouth's Operational Understanding. The Operational Understanding may be assessed via the BellSouth's Interconnection Services Web site at http://www.interconnection.bellsouth.com/guides/other_guides/html/gopeu001/index.htm. For services provided through resale, BellSouth agrees to provide KMC III with scheduled maintenance for residence and small business customers consistent with the Operational Understanding available at http://www.interconnection.bellsouth.com/guides/other_guides/html/gopeu001/index.htm. BellSouth agrees to provide KMC III notification of Central Office conversions consistent with the Operational Understanding available at http://www.interconnection.bellsouth.com/guides/other_guides/html/gopeu001/index.htm.

2.7.2 Maintenance charges for premises visits by BellSouth technicians shall be billed by KMC III to its customer, and not by BellSouth. The BellSouth technician shall: (i) contact KMC III for authorization; (ii) provide an estimate of time and materials required to KMC III; and (iii) notify KMC III if a subsequent visit is required. If additional premises work is required that cannot be performed on that visit, BellSouth shall call KMC III to schedule another premises visit. Wherever possible, BellSouth will schedule appointments while a technician is at the premises with the customer on the line so that KMC III can schedule a new appointment with BellSouth and customer at the same time.

2.7.2.1 BellSouth will bill maintenance charges for premises visits to KMC III in accordance with the provisions of this Attachment.

2.7.3 When maintenance charges are incurred during premises visits, the BellSouth technician shall present the customer with a copy of a nonbranded warranty page that has the order number or trouble ticket number and date on it. If additional work will be necessary, BellSouth shall make an additional appointment with KMC III's customer.

2.7.4 BellSouth shall provide KMC III with access to a user interface which is functionally equivalent to the interface used by BellSouth's retail maintenance and repair centers for processing trouble reports. Such functionality shall be that described in the corresponding documentation located on the BellSouth CLEC Web site at http://www.interconnection.bellsouth.com/guides/html/lens_tafi/html.

2.7.5 BellSouth supports the machine-to-machine maintenance and repair interface defined by the ANSI National Standards (T1.227, T1.228 and T1.262). Upon completion of a Joint Implementation Agreement (JIA) with BellSouth, KMC III shall have access to this interface. The functionality of this interface shall be that described in the corresponding documentation published on the BellSouth Interconnection Services Web site at http://www.interconnection.bellsouth.com/guides/activation/pdf/clec_jia.pdf. A sample JIA is also available at this site.

2.7.5.1 In addition to systems and interfaces currently available, BellSouth may provide KMC III access to other maintenance and repair interfaces (as the result of the CCP or other stimuli) whose functionality matches the corresponding documentation published on the BellSouth Interconnection Services Web site at http://www.interconnection.bellsouth.com. Such interfaces shall not replace current interfaces prior to being addressed through CCP.

2.7.6 BellSouth shall make every reasonable effort to notify KMC III upon completion of a trouble report. BellSouth will close out trouble reports in accordance with SQM M&R-3.

2.7.7 KMC III may enter a trouble report with BellSouth when a central office feature or function is not performing. If KMC III's circuit/telephone number that is in trouble is riding a trunk that belongs to another carrier, KMC III can submit a central office features trouble report if the circuit/telephone number has switch translations on it.

2.7.8 BellSouth shall advise KMC III of known central office, interoffice (such as fiber cuts), and repeater failures that are known at the time of trouble report issuance. BellSouth shall notify KMC III of switch failures pursuant to the Disaster Recovery Plan in Attachment 10 of this Agreement if applicable. KMC III will also be notified of FCC reportable events after having subscribed to the CLEC email list server in accordance with the Operational Understanding located at Bellsouth's Interconnection Services Web site: http://www.interconnection.bellsouth.com/guides/other_guides/html/gopeu001/index.htm. BellSouth agrees to provide an Estimated Time To Repair (ETTR), an appointment time or commitment time, as appropriate, on all trouble reports. The Parties are responsible for making best efforts to provide prompt verbal notification to each other of significant outages or operations problems which affect the Collocation Space or Premises, to the extent it affects the Collocation Space with an estimated clearing time for restoration, if known. In addition, each Party will provide notification as soon as reasonably practical.

2.7.9 BellSouth will call the KMC III maintenance and repair center with notification in the event that a BellSouth maintenance and repair technician is unable to keep a scheduled repair visit within the same time frames BellSouth provides such notice to itself, its own customers, its affiliates and to any other CLEC. If a scheduled repair visit is missed, KMC III may escalate to BellSouth for expedited repair and a revised estimated completion time.

2.7.9.1 Repair appointments missed due to BellSouth's fault are subject to the SQM M&R-1.

2.7.10 <u>Chronic Problems.</u> Chronic repair problems will receive specialized handling by BellSouth's Customer Wholesale Interconnection Network Services (CWINS) Maintenance Center Chronic Group personnel. BellSouth performs maintenance analysis for chronic problems by reviewing historical trouble tickets. The chronic resolution process is for a network element, service or facility on which three (3) or more trouble tickets have been closed in a thirty (30) day period, obscure or intermitten conditions or upon reasonable request by KMC III. If the analysis indicates a chronic condition exists, a chronic maintenance report will be initiated.

2.7.10.1 The Chronic Group will then perform a detailed analysis of the chronic maintenance report. The chronic resolution process could involve the following:

- Request for service release times
- Circuit monitoring
- Circuit stress testing
- Joint KMC III/BellSouth testing
- Component repair
- Referral to KMC III for resolution

2.7.10.2 Once the chronic condition is resolved, the chronic maintenance report will be closed. If KMC III is involved in the chronic process, notification will be provided to KMC III. When KMC III determines that a chronic condition regarding a circuit or service exists, a request may be made to the CWINS Maintenance Chronic Group for review. The CWINS center will open a chronic maintenance report and perform a chronic resolution procedure. KMC III should provide any test results associated with the reported service at the time the chronic request is made.

2.7.10.3 The chronic process is not intended for resolving immediate trouble conditions. The resolution period will vary based on the complexity of isolating the problem. Immediate trouble conditions should be handled through the normal maintenance reporting process. A status will be provided on all KMC III-initiated chronic requests and will be closed with a call to KMC III's maintenance service center. Once a chronic trouble has been repaired, it remains on a monitoring list for thirty (30) days to ensure the problem has been corrected. Subsequent problems with a chronic circuit are handled on the original chronic ticket, allowing KMC III to work from an existing ticket rather than open a new one each time they experience errors.

2.7.10.4 KMC III can access circuit layout and design information regarding a loop through the Loop Makeup Inquiry Form in LENS and through the Design Layout Report. Such information shall include, but not be limited to, loop length, gauge of wire used, location of bridge taps, and indication of 4-wire or 2-wire loops. To the extent BellSouth's installation and repair personnel have such records or information, BellSouth will inform KMC III of tip/ring reversal, recent engineering changes and loop loss measurements regarding the loop**.**

2.8 Change Management. BellSouth provides a collaborative process for change management of the electronic interfaces through the CCP. Guidelines for this process are set forth in the CCP document. The CCP document may be accessed via the Internet at Bellsouth's Interconnection Services Web site: http://www.interconnection.bellsouth.com/markets/lec/ccp_live/index.html/main/clec.html. Such CCP will provide KMC III with an opportunity to comment on proposed changes and time for BellSouth to consider and modify its proposals based on those comments**.**

2.8.1 BellSouth will provide advance notification prior to issuing new versions of BellSouth's documentation changes, including business rule changes, as described in the process flows in Section 4.0 and in Appendix G of the CCP, located at BellSouth's Interconnection Services Web site: http://www.interconnection.bellsouth.com/markets/lec/ccp_live/index.html/main/clec.html**.**

2.9 Electronic Interfaces. BellSouth's Versioning Policy is part of the CCP. Pursuant to the CCP, BellSouth will issue new software releases for new industry standards for its EDI and TAG electronic interfaces. The Versioning Policy, including the appropriate notification to KMC III, is set forth in the CCP document. The CCP document may be accessed via the Internet at BellSouth's Interconnection Services Web site: http://www.interconnection.bellsouth.com/markets/lec/ccp_live/index.html/main/clec.html.

2.9.1 Rates. BellSouth shall bill KMC III OSS rates pursuant to the terms, conditions and rates for OSS as set forth in Exhibit A of Attachment 2 of this Agreement. KMC III shall bill BellSouth a single manual OSS charge per LSR associated with the "port back" of a telephone number to BellSouth as set forth in Exhibit A of Attachment 2 of this Agreement, until such time as electronic ordering is provided by KMC III to BellSouth at which time the applicable electronic OSS charge set forth in Exhibit A to Attachment 2 of this Agreement would apply. To the extent that KMC III performs another OSS function for BellSouth that BellSouth performs for KMC III, the Parties shall amend this Agreement to include such function subject to the same rates , terms and conditions that apply to BellSouth under this Agreement.

2.9.1.1 The electronic OSS Charges rather than the manual ordering charges shall apply to a LSR submitted by KMC III when BellSouth's electronic interface normally utilized by KMC III is unavailable for reasons other than scheduled maintenance.

In order to receive the electronic OSS charge KMC III must follow the procedure outlined in BellSouth's LOH, located at BellSouth's Interconnection Services Web site: http://interconnection.bellsouth.com/guides/html/leo.html, for every manually submitted LSR.

3. Miscellaneous

3.1 Customer Migration. Neither BellSouth nor KMC III shall prevent or delay a customer from migrating to another carrier because of unpaid bills, denied service, or contract terms.

3.2 Use of Facilities. When a customer of KMC III elects to discontinue service and to transfer such service to another local exchange carrier, including BellSouth, BellSouth shall have the right to reuse the facilities provided to KMC III by BellSouth. In addition, where BellSouth provides local switching, BellSouth may disconnect and reuse facilities when the facility is in a denied state (i.e., service is no longer being provided over the local loop but the switch translations and interoffice facilities have not been disconnected) and BellSouth has received a request to establish new service or transfer service from a customer or a customer's CLEC at the same address served by the denied facility. BellSouth will notify KMC III that such a request has been processed after the disconnect order has been completed. Such notification will be provided via **KMC III**'s line loss notification report which can be found on the PMAP web site at http://pmap.bellsouth.com/default.aspx and is updated on a daily basis except for Sundays.

3.3 Contact Numbers. The Parties agree to provide one another with toll-free (e.g., 1-800#) contact numbers for the purpose of addressing issues related to ordering, provisioning, and maintenance and repair of services. BellSouth shall provide the contact number through BellSouth's Interconnection Services Web site: http://www.interconnection.bellsouth.com/contact/index.html**.** KMC III shall provide a contact number that is separate and distinct from that provided to KMC III's customers. In addition, BellSouth shall provide access to assistance for technical issues other than OSS training inquiries such as connectivity and passwords related to its OSS interfaces. Such assistance will be available twenty-four (24) hours a day, seven (7) days a week via designated telephone number for inquiries and e-mail/web form (the request can be submitted either way) with guaranteed response within an hour.

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 provide the affected IXCs with the Operating Company Number (OCN) of the local provider for the purpose of obtaining customer billing account and other customer information required under subscription requirements.

3.5 Service Arrangement Reconfiguration. BellSouth shall reconfigure (company initiated activity (CIA) or central office conversion) the KMC III service arrangements of KMC III's customer, for Resale services, or customer, for UNEs or Combinations, in accordance with the FCC's rules regarding Notice of Network Change, 47 C.F.R. § 51.325 *et seq*. as well as the procedures described in the Operational Understanding located at http://www.interconnection.bellsouth.com/guides/other_guides/html/gopeu001/index.htm provided such reconfigurations and procedures comply with applicable FCC and Commission rules and orders. This provision shall not allow BellSouth to change the type of service ordered by KMC III (i.e., Resale, UNE or Combination) to another type of service as a result of such reconfiguration.

3.6 Intercept Referral Messages. The Parties shall provide an intercept referral message for the same period of time that BellSouth currently provides such a message for its own customers. The intercept message shall be similar in format to the intercept referral message currently provided by BellSouth for its own customers.

3.7 Installation/Service Visits/Additional Work. Each Party shall train and direct its employees who have contact with customers of the other Party in the process of provisioning, maintenance or repair not to disparage the other Party or its services in any way to the other Party's customers.

3.7.1 Any written "leave behind" materials that BellSouth technicians provide to KMC III customers shall be non-branded materials that do not identify the work being performed as being by BellSouth. These materials shall include, without limitation, non-branded forms for the customer and non-branded "not at home" cards.

3.8 Escalation Procedures and Contacts. BellSouth's escalation practices are provided in Appendix A and the escalation contact number list is contained in Chapter 4.0 of the Operational Understanding which is provided on BellSouth's Interconnection Services Web site at http://www.interconnection.bellsouth.com/guides/other_guides/html/gopeu001/index.htm.

3.9 Disputes Between KMC III and KMC III's Customers. In general, BellSouth will not become involved in disputes between KMC III and KMC III's customers. If a dispute does arise that cannot be settled without the involvement of BellSouth, KMC III shall contact the designated Service Center for assistance in the dispute resolution. BellSouth will make reasonable efforts to assist KMC III in as timely a manner as possible. BellSouth's involvement will be limited to interfacing with KMC III's employees who are involved in the dispute resolution.

3.10 BellSouth shall constantly work toward resolution of pre-ordering, ordering, provisioning, maintenance and repair, billing and interface issues and disputes. KMC III must contact the appropriate BellSouth work center to record KMC III's issue/dispute and to work with the personnel within the center to reach final resolution. Should KMC III determine that escalation is required to reach resolution, KMC III should invoke the process appropriate for that work center as spelled out in BellSouth's Operational Understanding located at http://www.interconnection.bellsouth.com/guides for provisioning, maintenance and repair; in Project Management located at http://interconnection.bellsouth.com/centers/html/pm.html for customer care project management; Section 8.0 of the CCP located at http://www.interconnection.bellsouth.com/markets/lec/ccp_live/index.html/main/clec.html for interfaces and in Section 2 of Attachment 7 of this Agreement for billing.

3.11 The Parties will support existing NC/NCI codes to deliver the services available through this Agreement, and necessary to support all technically feasible means and levels of interconnection. The Parties will support the development of new NC/NCI codes to the extent a NC/NCI code does not exist for services available through this Agreement.

3.12 Project Management. Provisioning done pursuant to project management as specified in Section 8 of the LOH, located at BellSouth's Interconnection Services Web site: http://interconnection.bellsouth.com/guides/html/leo.html, will be performed at the interval the Parties negotiated and mutually agreed to prior to the order being placed. BellSouth will offer the shortest interval available.

3.13 Provisioning done pursuant to project management as specified in Section 8 of the LOH will be normally be performed by project management personnel from the provisioning center. Provisioning will be performed at prices no more expensive than those prices applicable to individual service or element orders, unless KMC III negotiated to obtain project management support from BellSouth's Professional Services Group rather use the project management personnel from the provisioning center.

3.14 Personnel assigned by either Party to provisioning being handled on a Project Management basis shall be professional, competent, responsive and effective. Both Parties will use best efforts to resolve any problems with Project Management personnel, practices or procedures on a timely basis and in accordance with the escalation procedures set forth in this Attachment 6.

3.15 Continued Support of Elements or Services No Longer Offered. BellSouth shall continue to support and facilitate the use of elements and services purchased by KMC III during a reasonable period of transition, and in accordance with applicable FCC and Commission rules and orders, and any applicable tariff terms. The Parties will work cooperatively and proactively to mutually agree on a seamless transition plan to alternative service arrangements.

3.16 Annoyance Call Center. Where BellSouth provides switching, BellSouth will process calls made to its Annoyance Call Center and will advise KMC III when it is determined that annoyance calls are originated from one of its customers or its

Customer's customer locations. It is the responsibility of KMC III to take the corrective action necessary up to and including the disconnection of service to its customers or its Customer's customers who make annoying calls. BellSouth shall provide the same level of Annoyance Call Center service to KMC III's customers and its Customer's customers as BellSouth provides to its own customers.

Attachment 7

Billing

TABLE OF CONTENTS

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 Billing. BellSouth will bill through the Carrier Access Billing System (CABS), Integrated Billing System (IBS) and/or the Customer Records Information System (CRIS) depending on the particular service(s) provided to KMC III under this Agreement. BellSouth will format all bills in Carrier 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 will change to comply with standards that are finalized by the applicable industry forum.

1.1.1 For any service(s) BellSouth receives from KMC III, KMC III shall continue to bill BellSouth in the same format and using the same media as it did, and to the extent any services were provided, prior to this Agreement. Any changes to format or media used will be pursuant to the mutual agreement of KMC III and BellSouth.

1.1.2 BellSouth bills will include sufficient itemization and bill detail to identify the particular elements or services provided. BellSouth shall provide KMC III a monthly bill that includes all charges incurred by and credits and/or adjustments due to KMC III for those elements or services ordered, established, utilized, discontinued or performed pursuant to this Agreement. Each bill shall set forth the quantity and description of each such element or service billed to KMC III, including USOCs and similar information, where applicable. All charges billed to KMC III must indicate the state from which such charges were incurred except in cross boundary state situations. A listing of such cross boundary exchanges is set forth in BellSouth's state specific General Subscriber Services Tariff (GSST) Section A3 where the serving state will be indicated.

1.1.3 The Bill Date, as defined herein, must be present on each bill transmitted by one Party to the other Party and must be a valid calendar date. Subject to Section 32.3 of the General Terms and Conditions of this Agreement, charges incurred under this Agreement, including back billing and billing disputes, are subject to a one (1) year limitations period. However, both Parties recognize that situations exist which may necessitate billing beyond one (1) year and to the extent not bound by the applicable limitations period. These exceptions are:

> Charges connected with jointly provided services whereby meet point billing guidelines require either party to rely on records provided by a third party and such records have not been provided in a timely manner;
>
> Charges incorrectly billed due to erroneous information supplied by the non-billing Party.

1.1.4 Any switched access charges associated with interexchange carrier access to the local exchange lines resold under Attachment 1 to this Agreement will be billed by, and due to BellSouth.

1.1.5 BellSouth will render bills each month for lines on established bill days for each of KMC III's accounts. Where feasible, BellSouth shall offer to render bills in electronic format. For any other billing media formats, BellSouth will offer to provide them so long as BellSouth supports their generation. If KMC IIIrequests multiple billing media or additional copies of the bills, BellSouth will provide these at an additional cost as described in FCC No. 1 Tariff Section 13.3.6.3. To the extent KMC III supports the medium requested, additional copies of bills will be provided to BellSouth upon request from BellSouth at an additional cost equal to that which BellSouth would impose upon KMC III.

1.1.6 BellSouth will bill KMC III 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.

1.1.6.1 For resold services provided under Attachment 1 to this Agreement, charges will be calculated on an individual customer account level, including, if applicable, any charge for usage or usage allowances. BellSouth will also bill KMC III, and KMC III will be responsible for and remit to BellSouth, all charges applicable to resold services including but not limited to 911 and E911 charges, customer common line charges, federal subscriber line charges, telecommunications relay charges (TRS), and franchise fees, unless otherwise ordered by a Commission.

1.1.7 Except as otherwise forth in this Agreement, neither Party will perform billing and collection services for the other Party or the other Party's Affiliates solely as a result of the execution of this Agreement.

1.1.8 In the event that this Agreement or an amendment to this Agreement effects a rate change to recurring rate elements that are billed in advance, Bellsouth will make an adjustment to such recurring rates billed in advance and at the previously effective rate. The adjustment shall reflect billing at the new rates from the Effective Date of the Agreement or amendment.

1.2 Establishing Accounts. After submitting a credit profile and deposit, if required under Section 1.8 below, and receiving certification as a local exchange carrier from the appropriate regulatory agency, KMC III will provide the appropriate BellSouth Advisory Team/Local Contract Manager the necessary documentation to enable BellSouth to establish accounts for Local Interconnection, Network Elements and Other Services, Collocation and/or resold services. Such documentation shall include the Application for Master Account, if applicable, proof of authority to provide telecommunications services, the appropriate Company Code (CC) or Operating Company Number (OCN) for each state as assigned by the National Exchange Carriers Association (NECA), Carrier

Identification Code (CIC), Access Customer Name and Abbreviation (ACNA), Blanket Letter of Authorization (LOA), Misdirected Number form, and a tax exemption certificate, if applicable. Notwithstanding anything to the contrary in this Agreement, KMC III 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 KMC III. Notwithstanding the foregoing, this Section shall have no impact on KMC III in a state, if KMC III already has established accounts with BellSouth in that state including the overall CC or OCN if KMC III is operating in more than one (1) state.

1.2.1 Upon request from KMC III, BellSouth shall provide its ACNA, CIC, OCN, and Tax Exemption Letter to establish an account for the purpose of KMC III billing to BellSouth. BellSouth will provide a LOA to KMC III upon the execution of this Agreement. Notwithstanding the foregoing, this Section shall have no impact on BellSouth, if BellSouth already has established accounts with KMC III.

1.2.2 <u>OCN, CC, CIC, ACNA and BAN Changes.</u> Except to the extent otherwise agreed to in a separate agreement between the Parties, if KMC III needs to change its ACNA(s)/BAN(s)/CC(s)/CIC(s)/OCN(s) under which it operates when KMC III has already been conducting business utilizing that ACNA(s)/BAN(s)/CC(s)/CIC(s)/OCN(s), KMC III shall bear all costs incurred by BellSouth to convert KMC III to the new ACNA(s)/BAN(s)/CC(s)/CIC(s)/OCN(s). Such ACNA/BAN/CC/CIC/OCN conversion charges include the time required to make system updates to all of KMC III's customer records and will be handled by the BFR/NBR process.

1.3 <u>Payment Responsibility.</u> Subject to the provisions of Section 1 of this Attachment, each Party shall be responsible for and make payment for all charges billed. Payments made by each Party to the other Party as payment on an account will be credited to the billed Party's accounts receivable master account. Neither Party will become involved in billing disputes that may arise between the other Party and its customers.

1.4 <u>Payment Due.</u> Payment for services will be due on or before the next bill date (Payment Due Date) and is payable in immediately available funds. Payment is considered to have been made when received by the billing Party.

1.4.1 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 1.6, below, shall apply.

1.5 Tax Exemption. Upon BellSouth's receipt of a tax exemption certificate, the total amount billed to KMC III will not include those taxes or fees from which KMC III is exempt. KMC III will be solely responsible for the computation, tracking, reporting and payment of all taxes and like fees associated with the services provided to the customer of KMC III.

1.6 Late Payment. Subject to the provisions of Section 1.7 below, if any portion of the payment is received by BellSouth after the payment due date as set forth in Section 1.4 above, or if any portion of the payment is received by BellSouth in funds that are not immediately available to BellSouth, then a late payment charge shall be due to BellSouth. The late payment charge shall be the portion of the payment not received by the payment due date multiplied by a late factor and will be applied on a per bill basis. The late factor shall be as set forth in Section A2 of the GSST, Section B2 of the Private Line Service Tariff or Section E2 of the BellSouth intrastate Access Services Tariff, as appropriate. In addition to any applicable late payment charges, KMC III may be charged a fee for all returned checks as set forth in Section A2 of the GSST or pursuant to the applicable state law.

1.7 Suspension or Termination of Services. The procedures for suspension or termination of services are as follows:

1.7.1 Except as otherwise provided for in specific provisions of this Agreement that address suspension or termination of services, each Party reserves the right to suspend or terminate service in the event of prohibited, unlawful or, in the case of resold services, improper use of the other Party's facilities or service (e.g., making calls in a manner reasonably to be expected to frighten, abuse, torment or harass another, etc.) as described under the providing Party's tariff, abuse of the other Party's facilities, or any violation or noncompliance with this Agreement and/or each Party's tariffs, where applicable. Upon detection of such use, the detecting Party will provide written notice to the other Party that additional applications for service may be refused, that any pending orders for service may not be completed, and/or that access to ordering systems may be suspended if such use is not corrected or ceased by the fifteenth (15^{th}) day following the date of the notice. In addition, the detecting Party may, at the same time, provide written notice to the person designated by the other Party to receive notices of noncompliance that the detecting Party may terminate the provision of existing services to the other Party if such use is not corrected or ceased by the thirtieth (30^{th}) day following the date of the initial notice. Notwithstanding the foregoing, if the Party that receives the notice disagrees with the issuing Party's allegations, it shall provide written notice to the issuing Party stating the reasons therefor. Upon delivery of such notice of dispute, the foregoing provisions regarding suspension and termination will be stayed, and the Parties shall work in good faith to resolve any dispute over such allegations and/or the action to be taken. If the Parties are unable to resolve such dispute amicably, the issuing Party shall proceed, if at all, pursuant to the dispute resolution provisions set forth in the General Terms and Conditions to this Agreement.

1.7.2 BellSouth reserves the right to suspend or terminate service for nonpayment. If payment of amounts not subject to a billing dispute, as described in Section 2 below, is not received by the bill date in the month after the original bill date, BellSouth will provide written notice to KMC III that additional applications for service may be refused, that any pending orders for service may not be completed, and/or that access to ordering systems may be suspended if payment of such amounts, and all other amounts not in dispute that become past due subsequent to the issuance of the written notice (Additional Amounts Owned), is not received by the fifteenth (15^{th}) day following the date of the notice. In addition, BellSouth may, at the same time, provide written notice that BellSouth may discontinue the provision of existing services to KMC III if payment of such amounts, and all other Additional Amounts Owed that become past due subsequent to the issuance of the written notice, is not received by the thirtieth (30^{th}) day following the date of the initial notice. Upon request, BellSouth will provide information to KMC III of the Additional Amounts Owed that must be paid prior to the time periods set forth in the written notice to avoid suspension of access to ordering systems or discontinuance of the provision of existing services as set forth in the initial written notice. Notwithstanding the foregoing, in the event that BellSouth proceeds with service discontinuance pursuant to this Section of the Agreement, such discontinuance shall be performed in accordance with the applicable state law governing telecommunications service withdrawal and/or discontinuance.

1.7.3 In the case of termination of services, all billed charges, as well as applicable termination charges, shall become due provided, however, if there are any disputed charges at the time of termination, the Parties will continue to pursue the resolution of the dispute. In the event that the Parties are unable to resolve the dispute, it will be resolved using the dispute resolution process.

1.7.4 The Parties will comply with the applicable FCC and Commission rules and orders relating to suspension, discontinuance and termination of service. Upon termination of service on the billed Party's account, such service to billed Party's customers will be denied. The billed Party is solely responsible for notifying the customers of the proposed disconnection of the service. The billing Party will reestablish service for the billed Party upon payment of all past due charges and the appropriate connection fee subject to the billing Party’s normal application procedures.

1.7.5 Notices of suspension or termination of service will be delivered to the appropriate billing contact and/or address at the billed Party, as well as to the notice contacts specified in the General Terms and Conditions.

1.8 Deposit Policy. BellSouth reserves the right to secure the accounts of new CLECs (entities with no existing relationship with BellSouth for the purchase of wholesale services as of the Effective Date) and existing CLECs (entities with an existing relationship with BellSouth for the purchase of wholesale services as of the Effective Date) with a suitable form of security pursuant to this Section. KMC III may satisfy the requirements of this Section through the presentation of a payment guarantee with terms acceptable to BellSouth executed by a company with a credit rating of greater than or equal to 5A1. Upon request, KMC III shall complete a credit profile and provide in the form attached hereto as Exhibit B.

1.8.1 With the exception of new CLECs with a D&B credit rating equal to 5A1, BellSouth may secure the accounts of all new CLECs consistent with the terms set forth in subsection 1.8.2. Further, if KMC III has filed for bankruptcy protection within twelve (12) months prior to the Effective Date of this Agreement, BellSouth may treat KMC III, for purposes of establishing security on its accounts, as a new CLEC as set forth in subsection 1.8.5.

1.8.2 The security required by BellSouth shall take the form of cash, an Irrevocable Letter of Credit (BellSouth Form or substantially similar in substantive parts to the BellSouth Form), Surety Bond (BellSouth Form or substantially similar in substantive parts to the BellSouth Form).

1.8.3 The amount of the security shall not exceed two (2) month's estimated billing for new CLECs or actual billing for existing CLECs. Interest shall accrue per the appropriate BellSouth tariff on cash deposits.

1.8.3.1 The amount of the security due from KMC III shall be reduced by the undisputed amounts due to KMC III by BellSouth pursuant to Attachment 3 of this Agreement that have not been paid by the Due Date at the time of the request by BellSouth to KMC III for a deposit. Within ten (10) days of BellSouth's payment of such undisputed past due amounts to KMC III, KMC III shall provide the additional security necessary to establish the full amount of the deposit that BellSouth originally requested.

1.8.4 Any such security shall in no way release KMC III from its obligation to make complete and timely payments of its bills, subject to the bill dispute procedures set forth in Section 2 below.

1.8.5 BellSouth may secure the accounts of existing CLECs where an existing CLEC does not meet the following factors:

1.8.5.1 KMC III must have a good payment history, based upon the preceding twelve (12) month period. A good payment history shall mean that less than ten percent (10%) of the non-disputed receivable balance is received over thirty (30) days past the Due Date.

1.8.5.2 The existing CLEC's liquidity status, based upon a review of EBITDA, is EBITDA positive for the prior four (4) quarters of financials (at least one of which must be an audited financial report) excluding any nonrecurring charges or special restructuring charges.

1.8.5.3 If the existing CLEC has a current bond rating, such CLEC must have a bond rating of BBB or above or the existing CLEC has a current bond rating between CCC and BB and meets the following criteria for the last Fiscal Year End and for the prior four (4) quarters of reported financials:

1.8.5.3.1 Free cash flow positive;

1.8.5.3.2 Positive tangible net worth; and

1.8.5.3.3 Debt/tangible net worth rating of two point five (2.5) or better.

1.8.6 Subject to Section 1.8.7 following, in the event KMC III fails to remit to BellSouth any deposit requested pursuant to this Section within thirty (30) days of KMC III's receipt of such request, service to KMC III may be terminated in accordance with the terms of Section 1.7 above and subtending sections of this Attachment, and any security deposits will be applied to KMC III's account(s). Notwithstanding the foregoing, in the event that BellSouth proceeds with service discontinuance pursuant to this section of the Agreement, such discontinuance shall be performed in accordance with the applicable state law governing telecommunications service withdrawal and/or discontinuance.

1.8.7 The Parties will work together to determine the need for or amount of a reasonable deposit**.** If KMC III does not agree with the amount or need for a deposit requested by BellSouth, KMC III may file a petition with the Commissions for resolution of the dispute and both Parties shall cooperatively seek expedited resolution of such dispute. BellSouth shall not terminate service during the pendency of such a proceeding provided that KMC III posts a payment bond for fifty percent (50%) of the requested deposit during the pendency of the proceeding. Notwithstanding the foregoing, in the event that BellSouth proceeds with service discontinuance pursuant to this section of the Agreement, such discontinuance shall be performed in accordance with the applicable state law governing telecommunications service withdrawal and/or discontinuance.

1.8.8 At any such time as the provision of services to KMC III is terminated pursuant to Section 1.7 above, the amount of the deposit will be credited against KMC III's account(s) and any credit balance that may remain will be refunded immediately.

1.8.9 Subject to a standard of commercial reasonableness, if a material change in the circumstances of KMC III so warrants and/or gross monthly billing has increased more than twenty-five percent (25%) beyond the level most recently used to determine the level of security deposit, BellSouth reserves the right to request additional security subject to the criteria set forth herein this Section 1.8.

1.8.10 BellSouth shall refund, release or return any security, including all accrued interest, if any, within thirty (30) days of its determination that such security is no longer required by the terms of this Section 1.8 above or within thirty (30) days of KMC III establishing that it satisfies the standards set forth in Section 1.8.5 above. KMC III may make the requisite showing in a letter directed to the Notices recipients set forth in the General Terms and Conditions of this Agreement. KMC III shall attach supporting financial reports to such letter and such documents shall be accorded confidential treatment, in accordance with Section 12 of the General Terms and Conditions, unless such documents are otherwise publicly available.

1.9 Notices. All bills and notices regarding billing matters, including notices relating to security deposits, suspension or termination of services, and rejection of additional orders shall be forwarded to the billing contacts and/or addresses designated by each Party in the establishment of its billing accounts.

1.9.1 Upon request of KMC III, BellSouth's Initial Notice to KMC III that additional applications for service may be refused, that any pending orders for service may not be completed, and/or that access to ordering systems may be suspended if payment of such amounts, and all other amounts not in dispute that become past due before refusal, incompletion or suspension, is not received by the fifteenth (15^{th}) day following the date of the notice will be supplied to KMC III's billing contact and to the individual(s) listed in the Notices provision of the General Terms and Conditions of this Agreement (such notice sent to the individual(s) listed in the Notices provision of the General Terms and Conditions of this Agreement shall be provided as a stand-alone document and shall not be accompanied by bills that may be generated concurrently with the notice, unless such individual(s) also serves as a billing contact). KMC III shall notify BellSouth's billing department of any changes to the Notices contact(s). Notices of security deposits and termination of services also shall be sent via certified mail to the individual(s) listed in the Notices provision of the General Terms and Conditions of this Agreement. Such notices must be sent in accordance with the time frames set forth in Section 1.7.

1.10 Rates. Rates for Optional Daily Usage File (ODUF), Access Daily Usage File (ADUF), Enhanced Optional Daily Usage File (EODUF) and Centralized Message Distribution Service (CMDS) are set out in Exhibit A to this Attachment. If no rate is identified in this Attachment, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

2. BILLING DISPUTES

2.1 Each Party agrees to notify the other Party in writing electronically upon the discovery of a billing dispute. Each Party shall report all billing disputes to the other Party using either the Mass Dispute spreadsheet format for multiple disputes or the BAR form attached hereto as Exhibit C.

2.1.1 Confirmation of the receipt of a dispute filed via the BAR form or multiple disputes filed via the Mass Dispute spreadsheet format will be sent by the billing

Party to the disputing Party via the same medium used in filing the dispute(s). An automatic response will be provided for those filed electronically and a response will be provided within three (3) business days for those filed via fax. Both Parties will use the Claim Number inserted on the BAR or the Mass Dispute spreadsheet format as the indicator of the appropriate dispute in question.

2.1.2 All Valid Disputes, as defined in Section 2.3 below, shall be posted so as to remove disputed amounts from the collections process prior to that process being initiated.

2.1.3 Upon request by either Party, the other Party will provide a spreadsheet containing a current list of open disputes along with the requesting Party's audit/claim number listed on the BAR form, the requesting Party's audit/claim number that is assigned to the dispute, and the disputed dollar amount. The Parties shall engage in mutually agreed upon meetings, no less frequent than quarterly, if requested by either Party, to discuss the status of the open disputes. If the billed Party disagrees with the resolution of the dispute by the billing Party, the Parties agree to use the existing escalation procedures between the Parties to resolve the dispute. If the Parties are unable to resolve the dispute through escalation, either Party may initiate the dispute resolution process.

2.1.4 To the extent necessary in order to resolve billing disputes, the Parties shall engage in face-to-face meetings no more frequently than every six (6) months, unless otherwise mutually agreed by the Parties, for the purpose of resolving billing disputes. Unless otherwise mutually agreed upon by the Parties the meeting shall be held at a mutually convenient time at a BellSouth location, selected by BellSouth, to which KMC III agrees to travel at its expense.

2.1.5 In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) days of the notification date. BellSouth has provided a contact name and escalation spreadsheet by appropriate center based upon service type of the dispute at Bellsouth's Interconnection Services Web site: http://interconnection.bellsouth.com/forms/html/billing&collections.html to assist in this effort. If the Parties are unable within the sixty (60) day period to reach resolution, then the unresolved dispute will be resolved in accordance with the dispute resolution provisions in the General Terms and Conditions of this Agreement.

2.2 For purposes of this Section, a billing dispute means a reported dispute of a specific amount of money actually billed by either Party. The dispute must be clearly explained by the disputing Party and, to the extent possible, supported by relevant, written documentation (including e.g. reference to or copies of the relevant bill pages), which clearly shows the basis for disputing charges (Valid Dispute). Examples of written document considered relevant include, but are not limited to: the number of minutes the disputing Party believes were properly and improperly billed, the rate the disputing Party believes was erroneously applied and that which it believes was applicable, the factor the disputing Party believes was erroneously applied and that which it believes was applicable, etc. All reasonable requests for additional relevant information made by one Party to another shall be honored. The billed Party may withhold payment of such disputed amounts but late payment charges and interest will be assessed per Section 2.4 below, pending resolution of the dispute. These late payment charges must be disputed until the initial dispute is resolved. Claims by the billed Party for damages of any kind will not be considered a billing dispute for purposes of this Section. If the billing dispute is resolved in favor of the billing Party, the disputing Party will make payment of any of the disputed amount owed to the billing Party within thirty (30) days. If the billing dispute is resolved in favor of the billed Party, any credits due to the billed Party, pursuant to the billing dispute, will be applied to the billed Party's account by the billing Party within thirty (30) days.

2.3 If a Party disputes a charge and does not pay such charge by the payment due date, or if a payment or any portion of a payment is received by either Party after the payment due date, or if a payment or any portion of a payment is received in funds which are not immediately available to the other Party, then a late payment charge where applicable, shall be assessed. Such late payment charge shall be calculated in accordance with Section 1.6 above. There will be no late payment charges on disputed amounts, if the withholding Party prevails in the billing dispute.

3. COOPERATION IN SUPPLYING BILLING INFORMATION

3.1 BellSouth shall cooperate with and provide all information reasonably requested by KMC III to aid in the accurate and timely billing of access and reciprocal compensation (including compensation for ISP-bound traffic) to BellSouth and any third party carriers, including BellSouth Affiliates.

4. RAO HOSTING

4.1 Remote Accounting Office ("RAO") Hosting, Calling Card and Third Number Settlement System (CATS) and Non-Intercompany Settlement System (NICS) services provided to KMC III by BellSouth will be in accordance with the methods and practices regularly applied by BellSouth to its own operations during the term of this Agreement, including such revisions as may be made from time to time by BellSouth and for which BellSouth will provide KMC III with thirty (30) days' advanced notice of such revisions.

4.2 KMC III shall furnish all relevant information required by BellSouth for the provision of RAO Hosting, CATS and NICS.

4.3 Charges or credits, as applicable, will be applied by BellSouth to KMC III on a monthly basis in arrears. Amounts due (excluding adjustments) are payable within thirty (30) days of receipt of the billing statement.

4.4 KMC III must have its own unique hosted RAO code. Where BellSouth is the selected CMDS interfacing host, KMC III must request that BellSouth establish a unique hosted RAO code for KMC III. Such request shall be in writing to the BellSouth RAO Hosting coordinator and must be submitted at least eight (8) weeks prior to provision of services pursuant to this Section. Services shall commence on a date mutually agreed by the Parties.

4.5 BellSouth will receive messages from KMC III that are to be processed by BellSouth, another LEC in the BellSouth region or a LEC outside the BellSouth region. KMC III shall send all messages to BellSouth no later than sixty (60) days after the message date.

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

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

4.8 All data received from KMC III that is to be placed on the CMDS network for distribution outside the BellSouth region will be handled in accordance with the agreement(s) in effect between BellSouth and its connecting contractor.

4.9 BellSouth will receive messages from the CMDS network that are destined to be processed by KMC III and will forward them to KMC III on a daily basis for processing.

4.10 Transmission of message data between BellSouth and KMC III will be via CONNECT:Direct or CONNECT:Enterprise Client utilizing secure File Transfer Protocol (FTP).

4.10.1 Data circuits (private line or dial-up) will be required between BellSouth and KMC III for the purpose of data transmission when utilizing CONNECT:Direct. Where a dedicated line is required, KMC III will be responsible for ordering the circuit and coordinating the installation with BellSouth. KMC III will also be responsible for any charges associated with this line. CSU/DSU equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit data will be the responsibility of KMC III. 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 KMC III. Additionally, all message toll charges associated with the use of the dial circuit by KMC III will be the responsibility of KMC III. Associated equipment on the BellSouth end, including a modem, will be the responsibility of BellSouth. All equipment, including modems and software, that is required on the KMC III end for the purpose of data transmission will be the responsibility of KMC III.

4.10.2 If KMC III utilizes CONNECT:Enterprise Client for data file transmission, purchase of the CONNECT:Enterprise Client software will be the responsibility of KMC III.

4.11 All messages and related data exchanged between BellSouth and KMC III will be formatted for EMI formatted records and packed between appropriate EMI header and trailer records in accordance with accepted industry standards.

4.12 KMC III will maintain recorded message detail necessary to recreate files provided to BellSouth for a period of three (3) calendar months beyond the related message dates.

4.13 Should it become necessary for KMC III to send data to BellSouth more than sixty (60) days past the message date(s), KMC III will notify BellSouth in advance of the transmission of the data. BellSouth will work with its connecting contractor and/or KMC III, where necessary, to notify all affected LECs.

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

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

4.16 Notwithstanding anything in this Agreement to the contrary, in no case shall either Party be liable to the other for any direct or consequential damages incurred as a result of the obligations set out in this Section.

4.17 <u>RAO Compensation</u>

4.17.1 Rates for message distribution service provided by BellSouth for KMC III are set forth in Exhibit A.

4.17.2 Rates for data transmission associated with message distribution service are set forth in Exhibit A.

4.18 <u>Intercompany Settlements Messages</u>

4.18.1 Intercompany Settlements Messages facilitate the settlement of revenues associated with traffic originated from or billed by KMC III as a facilities based provider of local exchange telecommunications services outside the BellSouth region. Only traffic that originates in one Bell operating territory and bills in another Bell operating territory is included. Traffic that originates and bills within the same Bell operating territory will be settled on a local basis between KMC III and the involved company(ies), unless that company is participating in NICS.

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

4.18.3 Once KMC III is operating within the BellSouth territory, revenues associated with calls originated and billed within the BellSouth region will be settled via NICS.

4.18.4 BellSouth will receive the monthly NICS reports from Telcordia on behalf of KMC III. BellSouth will distribute copies of these reports to KMC III on a monthly basis.

4.18.5 BellSouth will receive the monthly CATS reports from Telcordia on behalf of KMC III. BellSouth will distribute copies of these reports to KMC III on a monthly basis.

4.18.6 BellSouth will collect the revenue earned by KMC III from the Bell operating company in whose territory the messages are billed via CATS, less a per message billing and collection fee of five cents ($0.05), on behalf of KMC III. BellSouth will remit the revenue billed by KMC III to the Bell operating company in whose territory the messages originated, less a per message billing and collection fee of five cents ($0.05), on behalf on KMC III. These two (2) amounts will be netted together by BellSouth and the resulting charge or credit issued to KMC III monthly via a monthly CABS miscellaneous bill.

4.18.7 BellSouth will collect the revenue earned by KMC III within the BellSouth territory from another CLEC also within the BellSouth territory (NICS) where the messages are billed, less a per message billing and collection fee of five cents ($0.05), on behalf of KMC III. BellSouth will remit the revenue billed by KMC III within the BellSouth region to the CLEC also within the BellSouth region, where the messages originated, less a per message billing and collection fee of five cents ($0.05). These two (2) amounts will be netted together by BellSouth and the resulting charge or credit issued to KMC III monthly via a monthly CABS miscellaneous bill.

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

5. UNBILLABLE REVENUE (CMDS/ADUF/ODUF/EODUF)

5.1 Recording Failure(s)

5.1.1 When BellSouth carries or switches calls and loses or fails to make a recording, regardless of whether KMC III or BellSouth are performing the billing function, BellSouth shall notify KMC III of the amount of estimated KMC III unbillable revenue in accordance with Section 5.3. BellSouth shall compensate KMC III for this unbillable revenue within three (3) bill periods. Such compensation shall be net of revenue BellSouth demonstrates it would have received for services provided to KMC III, if any, but for which BellSouth could not render bills as a result of any recording loss(es).

5.1.2 The term "unbillable" refers to a message or service that cannot be billed to the correct KMC III customer.

5.2 Lost, Damaged, or Destroyed Message Data

5.2.1 When KMC III message data is lost, damaged, or destroyed as a result of BellSouth error or omission, including but not limited to, the acts or omissions of BellSouth employees, agents and suppliers, and the failures of BellSouth hardware, software and other BellSouth equipment, when BellSouth is performing the billing and/or recording function, and the data cannot be recovered or resupplied within two (2) bill periods, BellSouth shall notify KMC III of the estimated amount of KMC III unbillable revenue in accordance with Section 5.3. BellSouth shall compensate KMC III for this unbillable revenue within three (3) bill periods.

5.2.2 When KMC III message data is lost, damaged, or destroyed as a result of BellSouth error or omission, including but not limited to, the acts or omissions of BellSouth employees, agents and suppliers, and the failures of BellSouth hardware, software and other BellSouth equipment, when KMC III is performing the billing and/or recording function, and the data cannot be recovered or resupplied within two (2) bill periods, BellSouth shall notify KMC III of the estimated amount of KMC III unbillable revenue in accordance with Section 5.3 of this Attachment. BellSouth shall compensate KMC III for the net loss to KMC III within three (3) bill periods.

5.3 Determination of Losses

5.3.1 Material Loss. BellSouth shall review its daily controls to determine if data has been lost. The message threshold (five thousand (5000) (this is the number of messages on the switch for all carriers including inter and intraLATA as well as Local) messages within the missing data period) used by BellSouth to determine if there has been a material loss of its own messages will also be used to determine if a material loss of KMC III's messages has occurred. A nonmaterial loss will not be reported and any unbillable revenues will not be credited to KMC III. When it is known that there has been a material loss, actual message and minute volumes should be reported if possible. Where actual data is not available, a full day shall be estimated for the recording entity as outlined in the Section 5.3.1.1 below. The loss is then determined by subtracting recorded data, if any is available, from the estimated total day's business.

5.3.1.1 Estimated Volumes. From message and minute volume reports for the entity experiencing the loss, BellSouth shall secure message/minute counts for the corresponding day of the week for eight (8) weeks preceding the week in which the loss occurred. BellSouth shall apply the appropriate Average Revenue Per Message (ARPM) to the estimated message volume to arrive at the estimated lost revenue.

5.3.2 Complete Loss. Estimated message and minute volumes for each loss consisting of an entire/tape or file lost in transit, lost after receipt, degaussed before processing, received blank or unreadable, etc. shall be reported. Also the loss of one or more boxes of operator tickets shall be estimated and reported if applicable.

5.3.3 BellSouth shall notify KMC III in advance of the date of monthly billing statement that shall contain such adjustments. BellSouth shall provide sufficient information to allow KMC III to analyze the data supporting BellSouth's estimate of revenue due to KMC III.

6. OPTIONAL DAILY USAGE FILE

6.1 Upon written request from KMC III, BellSouth will provide the Optional Daily Usage File (ODUF) service to KMC III pursuant to the terms and conditions set forth in this Section.

6.2 KMC III shall furnish all relevant information required by BellSouth for the provision of the ODUF.

6.3 The ODUF feed will contain messages that were carried over the BellSouth Network and processed in the BellSouth Billing System, but billed to a KMC III customer.

6.4 Charges for the ODUF will appear on KMC IIIs' monthly bills for the previous month's usage. The charges are as set forth in Exhibit A. KMC III will be billed at the ODUF rates that are in effect at the end of the previous month.

6.5 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.

6.6 Messages that error in the billing system of KMC III will be the responsibility of KMC III. If, however, KMC III should encounter significant volumes of errored messages that prevent processing by KMC III within its systems, BellSouth will work with KMC III to determine the source of the errors and the appropriate resolution. Upon request from KMC III, BellSouth shall resend errored messages in accordance with SQM B-9.

6.7 The following specifications shall apply to the ODUF feed.

6.7.1 ODUF Messages to be Transmitted

6.7.1.1 The following messages recorded by BellSouth will be transmitted to KMC III:

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

6.7.1.1.2 Measured Local

6.7.1.1.3 Directory Assistance messages

6.7.1.1.4 IntraLATA Toll

6.7.1.1.5 WATS and 800 Service

6.7.1.1.6 N11

6.7.1.1.7 Information Service Provider Messages

6.7.1.1.8 Operator Services Messages

6.7.1.1.9 Operator Services Message Attempted Calls (Network Element only)

6.7.1.1.10 Credit/Cancel Records

6.7.1.1.11 Usage for Voice Mail Message Service

6.7.1.2 Rated Incollects (messages BellSouth receives from other revenue accounting offices) can also be on ODUF. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.

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

6.7.1.4 In the event that KMC III detects a duplicate on ODUF they receive from BellSouth, KMC III will drop the duplicate message and will not return the duplicate to BellSouth.

6.7.2 <u>ODUF Physical File Characteristics</u>

6.7.2.1 ODUF will be distributed to KMC III via CONNECT:Direct, CONNECT:Enterprise Client or another mutually agreed medium. The ODUF feed will be a variable block format. The data on the ODUF feed will be in a non-compacted EMI format (one hundred seventy five (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 (1) dataset per workday per OCN.

6.7.2.2 Data circuits (private line or dial-up) will be required between BellSouth and KMC III for the purpose of data transmission as set forth in Section 4.10.1 above.

6.7.2.3 If KMC III utilizes CONNECT:Enterprise Client for data file transmission, purchase of the CONNECT:Enterprise Client software will be the responsibility of KMC III.

6.7.3 <u>ODUF Packing Specifications</u>

6.7.3.1 A pack will contain a minimum of one (1) message record or a maximum of ninety-nine thousand nine hundred and ninety-nine (99,999) message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of ninety-nine (99) packs and a minimum of one (1) pack.

6.7.3.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to KMC III which BellSouth RAO that is sending the message. BellSouth and KMC III will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by KMC III and resend the data as quickly as technically possible.

6.7.3.3 The data will be packed using ATIS EMI records.

6.7.4 <u>ODUF Pack Rejection</u>

6.7.4.1 KMC III will notify BellSouth within one (1) business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e., out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI error codes will be used. KMC III will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to KMC III by BellSouth.

6.7.5 <u>ODUF Control Data</u>

6.7.5.1 KMC III will send one (1) confirmation record per pack that is received from BellSouth. This confirmation record will indicate KMC III's receipt of the pack and 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 KMC III for reasons stated in the above Section.

6.7.6 ODUF Testing

6.7.6.1 Upon request from KMC III, BellSouth shall send ODUF test files to KMC III. The Parties agree to review and discuss the ODUF content and/or format. For testing of usage results, BellSouth shall request that KMC III set up a production (live) file. The live test may consist of KMC III's employees making test calls for the types of services KMC III requests on ODUF. These test calls are logged by KMC III, 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.

7. ACCESS DAILY USAGE FILE

7.1 Upon written request from KMC III, BellSouth will provide the Access Daily Usage File (ADUF) service to KMC III pursuant to the terms and conditions set forth in this Section.

7.2 KMC III shall furnish all relevant information required by BellSouth for the provision of ADUF.

7.3 ADUF will contain access messages associated with a port that KMC III has purchased from BellSouth

7.4 Charges for ADUF will appear on KMC III's monthly bills for the previous month's usage. The charges are as set forth in Exhibit A. KMC III will be billed at the ADUF rates that are in effect at the end of the previous month.

7.5 Messages that error in the billing system of KMC III will be the responsibility of KMC III. If, however, KMC III should encounter significant volumes of errored messages that prevent processing by KMC III within its systems, BellSouth will work with KMC III to determine the source of the errors and the appropriate resolution. Upon request from KMC III, BellSouth shall resend errored messages in accordance with SQM B-9.

7.6 ADUF Messages To Be Transmitted

7.6.1 The following messages recorded by BellSouth will be transmitted to KMC III:

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

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

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

7.6.3 In the event that KMC III detects a duplicate on ADUF they receive from BellSouth, KMC III will drop the duplicate message and will not return the duplicate to BellSouth.

7.6.4 ADUF Physical File Characteristics

7.6.4.1 ADUF will be distributed to KMC III via CONNECT:Direct, CONNECT:Enterprise Client or another mutually agreed medium. The ADUF feed will be a fixed block format. The data on the ADUF feed will be in a non-compacted EMI format (two hundred and ten (210) byte). 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 (1) dataset per workday per OCN.

7.6.4.2 Data circuits (private line or dial-up) will be required between BellSouth and KMC III for the purpose of data transmission as set forth in Section 4.10.1 above.

7.6.4.3 If KMC III utilizes CONNECT:Enterprise Client for data file transmission, purchase of the CONNECT:Enterprise Client software will be the responsibility of KMC III.

7.6.5 ADUF Packing Specifications

7.6.5.1 A pack will contain a minimum of one (1) message record or a maximum of ninety-nine thousand nine hundred and ninety-nine (99,999) message records plus a pack header record and a pack trailer record. One (1) transmission can contain a maximum of ninety-nine (99) packs and a minimum of one (1) pack.

7.6.5.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to KMC III which BellSouth RAO is sending the message. BellSouth and KMC III will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by KMC III and resend the data as quickly as technically possible.

7.6.5.3 The data will be packed using ATIS EMI records.

7.6.6 ADUF Pack Rejection

7.6.6.1 KMC III will notify BellSouth within one (1) business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI error codes will be used. KMC III will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to KMC III by BellSouth.

7.6.7 ADUF Control Data

7.6.7.1 KMC III will send one (1) confirmation record per pack that is received from BellSouth. This confirmation record will indicate KMC III's receipt of the pack and 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 KMC III for reasons stated in the above Section.

7.6.8 ADUF Testing

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

8. ENHANCED OPTIONAL DAILY USAGE FILE

8.1 Upon written request from KMC III, BellSouth will provide the Enhanced Optional Daily Usage File (EODUF) service to KMC III 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.

8.2 KMC III shall furnish all relevant information required by BellSouth for the provision of the EODUF.

8.3 The EODUF will provide usage data for local calls originating from resold Flat Rate Business and Residential Lines.

8.4 Charges for delivery of the EODUF will appear on KMC III's monthly bills for the previous month's usage. The charges are as set forth in Exhibit A. KMC III will be billed at the EODUF rates that are in effect at the end of the previous month.

8.5 All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.

8.6 Messages that error in the billing system of KMC III will be the responsibility of KMC III. If, however, KMC III should encounter significant volumes of errored messages that prevent processing by KMC III within its systems, BellSouth will work with KMC III to determine the source of the errors and the appropriate resolution. Upon request from KMC III, BellSouth shall resend errored messages in accordance with SQM B-9.

8.7 The following specifications shall apply to the EODUF feed.

8.7.1 Usage To Be Transmitted

8.7.1.1 The following messages recorded by BellSouth will be transmitted to KMC III:

8.7.1.1.1 Customer usage data for flat rated local call originating from KMC III's customer lines (1FB or 1FR). The EODUF record for flat rate messages will include:

8.7.1.1.1.1 Date of Call

8.7.1.1.1.2 From Number

8.7.1.1.1.3 To Number

8.7.1.1.1.4 Connect Time

8.7.1.1.1.5 Conversation Time

8.7.1.1.1.6 Method of Recording

8.7.1.1.1.7 From RAO

8.7.1.1.1.8 Rate Class

8.7.1.1.1.9 Message Type

8.7.1.1.1.10 Billing Indicators

8.7.1.1.1.11 Bill to Number

8.7.1.2 BellSouth will perform duplicate record checks on EODUF records processed to ODUF. Any duplicate messages detected will be deleted and not sent to KMC III.

8.7.1.3 In the event that KMC III detects a duplicate on EODUF they receive from BellSouth, KMC III will drop the duplicate message (KMC III will not return the duplicate to BellSouth).

8.7.2 Physical File Characteristics

8.7.2.1 The EODUF feed will be distributed to KMC III over their existing ODUF feed. The EODUF messages will be intermingled among KMC III's ODUF messages. The EODUF will be a variable block format (2476) with an LRECL of 2472. The data on the EODUF will be in a non-compacted EMI format (one hundred and seventy-five (175) byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays).

8.7.2.2 Data circuits (private line or dial-up) may be required between BellSouth and KMC III for the purpose of data transmission. Where a dedicated line is required, KMC III will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. KMC III will also be responsible for any charges associated with this line. CSU/DSU equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be the responsibility of KMC III. Where a dial-up facility will be required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to KMC III. Additionally, all message toll charges associated with the use of the dial circuit by KMC III will be the responsibility of KMC III. Associated equipment on the BellSouth end, including a modem, will be the responsibility of BellSouth. All equipment, including modems and software, that is required on KMC III's end for the purpose of data transmission will be the responsibility of KMC III.

8.7.3 Packing Specifications

8.7.3.1 A pack will contain a minimum of one (1) message record or a maximum of ninety-nine thousand nine hundred and ninety-nine (99,999) message records plus a pack header record and a pack trailer record. One (1) transmission can contain a maximum of ninety-nine (99) packs and a minimum of one (1) pack.

8.7.3.2 The Operating Company Number (OCN), From Revenue Accounting Office (RAO), and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to KMC III which BellSouth RAO is sending the message. BellSouth and KMC III will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by KMC III and resend the data as quickly as technically possible.

8.7.3.3 The data will be packed using ATIS EMI records.

CMDS - Alabama														Attachment: 7		Exhibit: A		
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	SOMAN	SOMAN	SOMAN	
CMDS																		
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)																	
		CMDS: Message Processing, per message					0.004											
		CMDS: Data Transmission (CONNECT:Direct), per message					0.001											
ODUF/ADUF/CMDS																		
	ACCESS DAILY USAGE FILE (ADUF)																	
		ADUF: Message Processing, per message					0.007037											
		ADUF: Data Transmission (CONNECT:DIRECT), per message					0.000113											
	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											
	Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																	

CMDS - Florida | Attachment: 7 | Exhibit: A

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	SOMAN	SOMAN	SOMAN
CMDS																
CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)																
	CMDS: Message Processing, per message					0.004										
	CMDS: Data Transmission (CONNECT:Direct), per message					0.001										
ODUF/ADUF/CMDS																
ACCESS DAILY USAGE FILE (ADUF)																
	ADUF: Message Processing, per message					0.001656										
	ADUF: Data Transmission (CONNECT:DIRECT), per message					0.0001245										
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										

Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

CMDS - Georgia

Attachment: 7 | Exhibit: A

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	SOMAN	SOMAN	SOMAN
CMDS																	
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)																
		CMDS: Message Processing, per message					0.004										
		CMDS: Data Transmission (CONNECT:Direct), per message					0.001										
ODUF/ADUF/CMDS																	
	ACCESS DAILY USAGE FILE (ADUF)																
		ADUF: Message Processing, per message					0.001713										
		ADUF: Data Transmission (CONNECT:DIRECT), per message					0.00013027										
	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										
	Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																

CMDS - Kentucky													Attachment: 7		Exhibit: A		
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	SOMAN	SOMAN	SOMAN	
CMDS																	
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)																
	CMDS: Message Processing, per message					0.004											
	CMDS: Data Transmission (CONNECT:Direct), per message					0.001											
ODUF/ADUF/CMDS																	
	ACCESS DAILY USAGE FILE (ADUF)																
	ADUF: Message Processing, per message					0.001857											
	ADUF: Data Transmission (CONNECT:DIRECT), per message					0.00012447											
	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											
	Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																

CMDS - Louisiana													Attachment: 7		Exhibit: A		
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	SOMAN	SOMAN	SOMAN
CMDS																	
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)																
		CMDS: Message Processing, per message					0.004										
		CMDS: Data Transmission (CONNECT:Direct), per message					0.001										
ODUF/ADUF/CMDS																	
	ACCESS DAILY USAGE FILE (ADUF)																
		ADUF: Message Processing, per message					0.007983										
		ADUF: Data Transmission (CONNECT:DIRECT), per message					0.00012681										
	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										
	Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																

CMDS - Mississippi													Attachment: 7		Exhibit: A		
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	SOMAN	SOMAN	SOMAN	
CMDS																	
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)																
	CMDS: Message Processing, per message					0.004											
	CMDS: Data Transmission (CONNECT:Direct), per message					0.001											
ODUF/ADUF/CMDS																	
	ACCESS DAILY USAGE FILE (ADUF)																
	ADUF: Message Processing, per message					0.008087											
	ADUF: Data Transmission (CONNECT:DIRECT), per message					0.00012803											
	OPTIONAL DAILY USAGE FILE (ODUF)																
	ODUF: Recording, per message					0.0000063											
	ODUF: Message Processing, per message					0.004707											
	ODUF: Message Processing, per Magnetic Tape provisioned					49.04											
	ODUF: Data Transmission (CONNECT:DIRECT), per message					0.00010669											
	Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																

CMDS - North Carolina Attachment: 7 Exhibit: A

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR (OSS Rates($)) SOMEC	Svc Order Submitted Manually per LSR SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-1st SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-Add'l SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l SOMAN
CMDS																
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)															
	CMDS: Message Processing, per message					0.004										
	CMDS: Data Transmission (CONNECT:Direct), per message					0.001										
ODUF/ADUF/CMDS																
	ACCESS DAILY USAGE FILE (ADUF)															
	ADUF: Message Processing, per message					0.01435										
	ADUF: Data Transmission (CONNECT:DIRECT), per message					0.0001277										
	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										
	Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.															

CMDS - South Carolina													Attachment: 7		Exhibit: A		
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	SOMAN	SOMAN	SOMAN	
CMDS																	
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)																
	CMDS: Message Processing, per message					0.004											
	CMDS: Data Transmission (CONNECT:Direct), per message					0.001											
ODUF/ADUF/CMDS																	
	ACCESS DAILY USAGE FILE (ADUF)																
	ADUF: Message Processing, per message					0.008061											
	ADUF: Data Transmission (CONNECT:DIRECT), per message					0.00013036											
	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											
	Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																

CMDS - Tennessee

Attachment: 7 | Exhibit: A

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	SOMAN	SOMAN	SOMAN	
CMDS																		
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)																	
		CMDS: Message Processing, per message					0.004											
		CMDS: Data Transmission (CONNECT:Direct), per message					0.001											
ODUF/ADUF/CMDS																		
	ACCESS DAILY USAGE FILE (ADUF)																	
		ADUF: Message Processing, per message					0.0158054											
		ADUF: Data Transmission (CONNECT:DIRECT), per message					0.0001387											
	OPTIONAL DAILY USAGE FILE (ODUF)																	
		ODUF: Recording, per message					0.0000044											
		ODUF: Message Processing, per message					0.0027366											
		ODUF: Message Processing, per Magnetic Tape provisioned					52.75											
		ODUF: Data Transmission (CONNECT:DIRECT), per message					0.0000339											
	Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																	

BELLSOUTH

Interconnection Services

Credit Profile

Return by Fax to: 404-986-0166

Complete, sign and fax to: 404-986-0166 Attention: Business Credit Management	Estimated Monthly billing with BellSouth $______________
For questions concerning this application call 888-634-4114	New customer ☐ Existing customer ☐
Please Print And Complete All Information.	Attach Copy of Fiscal Audited Statement (if available)

Type of Business Applying For:

☐ Local (Resale) ☐ Facility Based ☐ Payphone Services Provider (# of lines in the first 6 months) _____

☐ Access ☐ CMRS (Wireless) ☐ Other______________________

Company Information

Business Name (Legal Name)	Doing Business As (Trade Style)		
Please Check One: ☐ Corporation ☐ Partnership ☐ Sole-Proprietor ☐ Other ________			
Street Address	City	State	Zip
Corporate Office Location (If different from above)	City	State	Zip
(Area Code) Telephone Number	(Area Code) Fax Number	E mail address of business	
Are you presently a Bellsouth Customer in another area of business?		☐Yes	☐ No
Contact name for additional information (if needed)	Contact e mail address:		

Officer's Names

President	CFO	CEO

Company History

Year Business Established	Principal Business of Firm	Company Web Site:

Business Credit References

Company Name	City	State	(Area Code) Telephone Number
Account Number	Contact Name		
Company Name	City	State	(Area Code) Telephone Number
Account Number	Contact Name		
Company Name	City	State	(Area Code) Telephone Number
Account Number	Contact Name		

Bank Reference

Bank Name	City	State	Account Number
Banking Officer	(Area Code) Telephone Number	(Area Code) Fax Number	

I hereby authorize you to release to BellSouth any and all information, which they may request concerning my account. I understand that such information will be held strictly confidential and will remain BellSouth's property whether or not credit is extended. I understand that security may be required by BellSouth to establish service. I certify that the above information provided for this credit profile is true and correct to the best of my knowledge.

Signature (Authorized Individual Only)	**Print Name**	**Date (MM/DD/YYYY)**

BellSouth Interconnection
Billing Adjustment Request Form (BAR) RF1461

Carrier Dispute Section:

1. * Date (yyyy-mm-dd):	2. * New Dispute ☐ Yes ☐ No	3. * Carrier Claim/Audit Number: Carrier Name:

4. * Select Service Type: Click Here To Select Dispute Service Type

5. * Carrier (IXC) ACNA/CLEC/OCN:	6. *BAN / Q Account / PSP Account:
7. * End User Telephone Number (If Q Account):	8. * BellSouth Circuit number(s) (If Applicable):

9. * Amount Disputed:	10.☐ Recurring Charges	11. ☐ NonRecurring Charges	12. * Bill Dates/Invoice Dates: or From: & To: Dates (YYYY-MM-DD)

13. Amount Withheld from Bill:	14. * # BAN Number(s)/Q Account(s) Short Paid:

15. * Reason Amount Is In Question ***(Tariff or Contract Reference as appropriate):*** {Continue on second page if needed}

Click Here To Choose Late Payment Charge Type

☐ Attached, is a marked-up copy of the page(s) on which the questioned item(s) appears:

Additional Information (i.e. page number(s), item number(s) on bill etc.)

☐ **Click here to indicate a Spreadsheet is attached listing dispute details. Note: Required for Mass Disputes.**

Select Mass Dispute Type: Click Here To Select Mass Dispute Type

This type of dispute must be submitted via the dispute templates found on the following URL.
http://www.interconnection.bellsouth.com/forms/html/billing&collections.html

(Note: Only one dispute type may be submitted per Audit Number on the BAR RF1461 Form.)

Disputing Carrier Contact Section:

16. Name:	17. e-mail:
18. Telephone #:	19. (Area Code) Fax #:
20. Address:	

BellSouth Dispute Receipt Acknowledgement Section:

21. Date (yyyy-mm-dd)	22. BellSouth Audit # or BDATS Log #:	23. Contact Number: Contact Name:

Dispute Rejection Section:

☐ Dispute Rejected See Field # 33 For Explanation:

Billing Adjustment Response Section:

24. $ Amount Disputed:	25. $ Credit:	26. $ Debit	27. $ Denied:	28. $ Additional Credit:	29. $ Additional Debit:

30. $ Net Credit / Debit:	31. Invoice or Bill Adjustment will appear: Bill Section Adjustment will appear: Click To Select Bill Section

32. BAN Number(s) Q Account(s) Credit/Debit Applied To:

33. Explanation - {Continue on second page if needed}:

34. Service Rep Name:	36. Fax #:
35. Telephone #:	37. Date: (yyyy-mm-dd):

38. BellSouth considers this dispute resolved; if we do not hear from you within 5 business days we will consider this dispute closed and concurred. "All UN-Disputed Monies Are Now Due."

• **Indicates this is a required field see list of field descriptions.**

This form may be found at: http://www.interconnection.bellsouth.com/forms/html/billing&collections.html

02/05/03

Ksr (Rev 12-20-2002) Version 19 (Added LPC & PSP Provider information to form.)

BellSouth Interconnection
Billing Adjustment Request Form (BAR) RF1461

Additional Explanation & Notes Page

Carrier Additional Notes Section:

Carrier Dispute Section: - Continued - (Additional Dispute Notes)
15. * Reason Amount Is In Question *(Tariff or Contract Reference as appropriate):* **(Additional Notes)**

BellSouth Additional Notes Section:

Billing Adjustment Response Section - Continued - (Additional Rejection/Resolution Explanation Notes)
33. Explanation:

Attachment 8

Rights-of-Way, Conduits and Pole Attachments

Rights-of-Way, Conduits and Pole Attachments

BellSouth will provide nondiscriminatory access to any pole, duct, conduit, or right-of-way owned or controlled by BellSouth pursuant to 47 U.S.C. § 224, as amended by the Act, pursuant to terms and conditions of a license agreement subsequently negotiated with BellSouth's Competitive Structure Provisioning Center.

Attachment 9

Performance Measurements and Associated Remedies

PERFORMANCE MEASUREMENTS AND ASSOCIATED REMEDIES

Upon a particular Commission's issuance of an Order pertaining to Performance Measurements and any associated remedies or enforcement mechanisms (including SEEMs measures and payments) in a proceeding applicable to all CLECs generally, BellSouth shall implement in that state such Performance Measurements and any associated remedies or enforcement mechanisms (including SEEMs measures and payments) as of the date specified by the Commission. Performance Measurements and any associated remedies or enforcement mechanisms (including SEEMs measures and payments) that have been ordered in a particular state can currently be accessed via the internet at https://pmap.bellsouth.com. The attached Service Quality Measurements (SQM) plan adopted by the Florida Commission on February 14, 2002, as it presently exists and as it may be modified in the future, is being included as the performance measurements and associated remedies or enforcement mechanisms (including SEEMs measures and payments) currently in place for the state of Tennessee. At such time that the TRA issues a subsequent Order pertaining to Performance Measurements and any associated remedies or enforcement mechanisms (including SEEMs measures and payments), such Performance Measurements and any associated remedies or enforcement mechanisms (including SEEMs measures and payments) shall supersede the SQM contained in this Agreement. Nothing in this Attachment 9 shall supercede a Party's right to other remedies or legal recourse available under other provisions of this Agreement, the Act and Applicable Law; provided, however, that the payment of any associated remedies or enforcement mechanisms to each CLEC shall be credited against any liability associated with or related to BellSouth's service performance and shall not be considered an admission against interest or an admission of culpability or liability in any legal, regulatory or other proceeding, nor constitute evidence that BellSouth failed to comply with or has violated any state or federal law or regulation.

Attachment 10

BellSouth Disaster Recovery Plan

CONTENTS **PAGE**

1.0 PURPOSE

In the unlikely event of a disaster occurring that affects BellSouth's long-term ability to deliver traffic to a Competitive Local Exchange Carrier (CLEC), general procedures have been developed by BellSouth to hasten the recovery process in accordance with the Telecommunications Service Priority (TSP) Program established by the Federal Communications Commission to identify and prioritize telecommunication services that support national security or emergency preparedness (NS/EP) missions. Since each location is different and could be affected by an assortment of potential problems, a detailed recovery plan is impractical. However, in the process of reviewing recovery activities for specific locations, some basic procedures emerge that appear to be common in most cases.

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

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

2.0 SINGLE POINT OF CONTACT

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

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

The telephone number for the BellSouth Network Management Center in Atlanta, as published in Telcordia's National Network Management Directory, is 404-321-2516. The telephone number for KMC III's Local Switch Control Center is [INSERT NUMBER].

3.0 IDENTIFYING THE PROBLEM

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

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

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

3.1 SITE CONTROL

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

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

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

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

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

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

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

3.2 ENVIRONMENTAL CONCERNS

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

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

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

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

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

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

5. Other compounds produced by the fire or heat.

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

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

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

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

4.0 THE EMERGENCY CONTROL CENTER (ECC)

The ECC is located in the Midtown 1 Building in Atlanta, Georgia. During an emergency, the ECC staff will convene a group of pre-selected experts to inventory the damage and initiate corrective actions. These experts have regional access to BellSouth's personnel and equipment and will assume control of the restoration activity anywhere in the nine-state area.

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

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

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

5.0 RECOVERY PROCEDURES

The nature and severity of any disaster will influence the recovery procedures. One crucial factor in determining how BellSouth will proceed with restoration is whether or not BellSouth's equipment is incapacitated. Regardless of whose equipment is out of service, BellSouth will move as quickly as possible to aid with service recovery; however, the approach that will be taken may differ depending upon the location of the problem.

5.1 CLEC OUTAGE

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

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

5.2 BELLSOUTH OUTAGE

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

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

The NMC would be the first group to observe a problem involving BellSouth's equipment. Shortly after a disaster, the NMC will begin applying controls and finding re-routes for the completion of as much traffic as possible. These reroutes may involve delivering traffic to alternate Carriers upon receiving approval from the CLECs involved. In some cases, changes in translations will be required. If the outage is caused by the destruction of equipment, then the ECC will assume control of the restoration.

5.2.1 Loss of a Central Office

When BellSouth loses a Central Office, the ECC will

a) Place specialists and emergency equipment on notice;

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

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

d) Begin reconnecting service on a parity basis for Hospitals, Police and other emergency agencies or customers served by BellSouth or CLEC in accordance with the TSP priority restoration coding scheme entered in the BellSouth Maintenance database immediately prior to the emergency;

e) Begin restoring service, on a parity basis, to other customers served by CLECs or BellSouth.

5.2.2 Loss of a Central Office with Serving Wire Center Functions

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

5.2.3 Loss of a Central Office with Tandem Functions

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

a) Place specialists and emergency equipment on notice;

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

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

d) Begin reconnecting service on a parity basis for Hospitals, Police and other emergency agencies or customers served by BellSouth or CLEC in accordance with the TSP priority restoration coding scheme entered in the BellSouth Maintenance database immediately prior to the emergency;

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

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

g) Begin restoring service, on a parity basis, to other customers served by CLECs or BellSouth.

5.2.4 Loss of a Facility Hub

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

a) Placing specialists and emergency equipment on notice;

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

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

d) Reconnecting service on a parity basis for Hospitals, Police and other emergency agencies or customers served by BellSouth or CLEC in accordance with the TSP priority restoration coding scheme entered in the BellSouth Maintenance database immediately prior to the emergency; and

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

f) Begin restoring service, on a parity basis, to other customers served by CLECs or BellSouth.

5.3 COMBINED OUTAGE (CLEC AND BELLSOUTH EQUIPMENT)

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

6.0 T1 IDENTIFICATION PROCEDURES

During the restoration of service after a disaster, BellSouth may be forced to aggregate traffic for delivery to a CLEC. During this process, T1 traffic may be consolidated onto DS3s and may become unidentifiable to the Carrier. Because resources will be limited, BellSouth may be forced to "package" this traffic entirely differently than normally received by the CLECs. Therefore, a method for identifying the T1 traffic on the DS3s and providing the information to the Carriers is required. If information to facilitate billing among Carriers needs to be established, the Parties shall negotiate in good faith a resolution of such identification, information and billing issues and may use traffic figures averaged over the most recent three (3) month period as a proxy taking into account known or expected deviations during the recovery period.

7.0 ACRONYMS

CLEC	-	Competitive Local Exchange Carrier
CO	-	Central Office (BellSouth)
DS3	-	Facility that carries 28 T1s (672 circuits)
ECC	-	Emergency Control Center (BellSouth)
NMC	-	Network Management Center
SWC	-	Serving Wire Center (BellSouth switch)
T1	-	Facility that carries 24 circuits
TSP	-	Telecommunications Service Priority

8.0 Hurricane Information

During a hurricane, BellSouth will make every effort to keep CLECs updated on the status of our network. Information centers will be set up by BellSouth. These centers are not intended to be used for escalations, but rather to keep the CLEC informed of network related issues, area damages and dispatch conditions, etc.

Hurricane-related information will be regularly updated and can also be found on line at http://www.interconnection.bellsouth.com/network/disaster/dis_resp.htm. Information concerning Mechanized Disaster Reports can also be found at this website by clicking on CURRENT MDR REPORTS or by going directly to http://www.interconnection.bellsouth.com/network/disaster/mdrs.htm.

9.0 BST Disaster Management Plan

BellSouth maintenance centers have geographical and redundant communication capabilities. In the event of a disaster removing any maintenance center from service another geographical center would assume maintenance responsibilities. The contact numbers will not change and the transfer will be transparent to the CLEC.

Attachment 11

Bona Fide Request and New Business Request Process

BONA FIDE REQUEST AND NEW BUSINESS REQUEST PROCESS

1.0 BONA FIDE REQUEST

1.1 The Parties agree that KMC III is entitled to order any network element, interconnection option, or service option required to be made available by FCC or Commission requirements pursuant to the Act. A Bona Fide Request (BFR) is to be used when KMC III makes a request of BellSouth to provide a new or modified network element, interconnection option or other service option pursuant to the Act that was not previously provided for in this Agreement.

1.2 A BFR shall be submitted in writing by KMC III and shall specifically identify the requested service date, technical requirements, space requirements and/or such other specifications that clearly define the request such that BellSouth has sufficient information to analyze and prepare a response. Such a request shall also include KMC III's designation of the request as being pursuant to the Telecommunications Act of 1996 (*i.e.*, a BFR). The request shall be sent to KMC III's designated BellSouth sales contact or Local Contract Manager.

1.3 Within two (2) business days of receipt of a BFR, BellSouth shall acknowledge in writing its receipt and identify a single point of contact responsible for responding to the BFR and shall request any additional information needed to process the request to the extent known at that time. Notwithstanding the foregoing, BellSouth may reasonably request additional information from KMC III at any time during the processing of the BFR.

1.4 Within thirty (30) business days of BellSouth's receipt of the BFR, if preliminary analysis of the requested BFR is not of such complexity that it will cause BellSouth to expend extraordinary resources to evaluate the BFR, BellSouth shall respond to KMC III by providing a preliminary analysis of the new or modified network element or interconnection option not ordered by the FCC or Commission that is the subject of the BFR**.** The preliminary analysis shall either confirm that BellSouth will offer access to the new or modified network element, interconnection option or service option or confirm that BellSouth will not offer the new or modified network element, interconnection option or service option.

1.5 For any new or modified network element, interconnection option or service option not ordered by the FCC or Commission, if the preliminary analysis states that BellSouth will offer the new or modified network element, interconnection option or service option, the preliminary analysis will include an estimate of the costs of utilizing existing resources, both personnel and systems, in the development including, but not limited to, request parameters analysis, determination of impacted BellSouth departments, determination of required resources, project management resources, etc. (Development Rate) including a general breakdown of such costs associated with the network element, interconnection option or service option and the date the request can be met. If the preliminary analysis states that BellSouth will not offer the new or modified network element, interconnection option or service option, BellSouth will provide an explanation of why the request is not technically feasible, does not qualify as a BFR for the new or modified network element, interconnection option or service option, should actually be submitted as a NBR or is otherwise not required to be provided under the Act. If BellSouth cannot provide the network element, interconnection option or service option by the requested date, BellSouth shall provide an alternative proposed date together with a detailed explanation as to why BellSouth is not able to meet KMC III's requested date.

1.6 For any new or modified network element, interconnection option or service option not ordered by the FCC or Commission, if BellSouth determines that the preliminary analysis of the requested BFR is of such complexity that it will cause BellSouth to expend extraordinary resources to evaluate the BFR, BellSouth shall notify KMC III within ten (10) business days of BellSouth's receipt of BFR that a fee will be required prior to the preliminary evaluation of the BFR. Such fee shall be limited to BellSouth's extraordinary expenses directly related to the complex request that require the allocation and engagement of additional resources above the existing allocated resources used on BFR/NBR cost development which include, but are not limited to, expenditure of funds to develop feasibility studies, specific resources that are required to determine request requirements (such as operation support system analysts, technical managers, software developers), software impact analysis by specific software developers; software architecture development, hardware impact analysis by specific system analysts, etc. and the request for such fee shall be accompanied with a general breakdown of such costs. If KMC III accepts the complex request evaluation fee proposed by BellSouth, KMC III shall submit such fee within thirty (30) business days of BellSouth's notice that a complex request evaluation fee is required. Within thirty (30) business days of BellSouth's receipt of the complex request evaluation fee, BellSouth shall respond to KMC III by providing a preliminary analysis, consistent with Section 1.4 of this Attachment 11.

1.7 KMC III may cancel a BFR at any time. If KMC III cancels the request within ten (10) business days after submitting the BFR request, no charges will be incurred. If KMC III cancels the BFR within thirty (30) business days after receipt of BellSouth's preliminary analysis, BellSouth shall be entitled to keep any complex request evaluation fee submitted in accordance with Section 1.6 above, minus those costs included in the fee that have not been incurred as of the date of cancellation.

1.8 KMC III will have thirty (30) business days from receipt of preliminary analysis to accept the preliminary analysis or cancel the BFR. If KMC III fails to respond within this thirty (30) business day period, the BFR will be deemed cancelled.

1.8.1 Acceptance of the preliminary analysis must be in writing and accompanied by the estimated Development Rate for the new or modified network element, interconnection option or service option quoted in the preliminary analysis**.**

1.9 Notwithstanding any other provision of this Agreement, BellSouth shall propose a firm price quote, including the firm Development Rate**,** the firm nonrecurring rate and the firm recurring rate, and a detailed implementation plan within ten (10) business days of receipt of KMC III's accurate BFR application for a network element, interconnection option or service option that is operational at the time of the request; thirty (30) business days of receipt of KMC III's accurate BFR application for a new or modified network element, interconnection option or service option ordered by the FCC or Commission; and within sixty (60) business days of receipt of KMC III's accurate BFR application for a new or modified network element, interconnection option or service option not ordered by the FCC or Commission or not operational at the time of the request. The firm nonrecurring rate will not include any of the Development Rate or the complex request evaluation fee, if required, in the calculation of this rate. Such firm price quote shall not exceed the estimate provided with the preliminary analysis by more than 25%.

1.10 KMC III shall have thirty (30) business days from receipt of the firm price quote to accept or deny the firm price quote and submit any additional Development or nonrecurring rates quoted in the firm price quote. If the firm price quote is less than the preliminary analysis' estimated Development Rate and/or nonrecurring rate for the new or modified network element, interconnection option or service option not ordered by the FCC or Commission, BellSouth will credit KMC III's account for the difference**.**

1.11 Unless KMC III agrees otherwise, all prices shall be consistent with the applicable pricing principles and provisions of the Act and rules, orders and regulations of the FCC and/or the Commission.

1.12 If KMC III believes that BellSouth's firm price quote is not consistent with the requirements of the Act, either Party may seek dispute resolution in accordance with the dispute resolution provisions set forth in the General Terms and Conditions of this Agreement. Any such arbitration applicable to network element, interconnection option and/or service option pricing shall be conducted in accordance with standards prescribed in Sections 251 and 252 of the Act. While the dispute is pending, KMC III shall have the option of requesting BellSouth to provide the network element, interconnection option or service option subject to a retroactive pricing true up upon an effective Commission order resolving the dispute. The Parties agree that subsequent true-ups may result from multiple rounds of appellate or reconsideration decisions, should the relevant Party pursue such appeals/reconsiderations/review and prevail. BellSouth will provide a cost study upon request after the firm quote.

1.13 If either Party believes that the other is not acting in good faith in requesting, negotiating, processing or implementing the BFR, either Party may seek to resolve the dispute pursuant to the dispute resolution provisions set forth in the General Terms and Conditions of this Agreement.

1.14 Upon agreement to the rates, terms and conditions of a BFR, the Parties shall negotiate in good faith an amendment to this Agreement.

2.0 NEW BUSINESS REQUEST

2.1 KMC III also shall be permitted to request the development of new or revised facilities or service options which may not be required by the Act. Procedures applicable to requesting the addition of such elements, services and options are specified in this Attachment 11. A New Business Request (NBR) is to be used by KMC III to make a request of BellSouth for a new or modified feature or capability of an existing product or service, a new product or service that is not deployed within the BellSouth network or operations and business support systems, or a new or modified service option that was not previously included in this Agreement (Requested NBR Services) and is not required by the Act.

2.2 An NBR shall be submitted in writing by KMC III and shall specifically identify the requested service date, technical requirements, space requirements and/or such specifications that clearly define the request such that BellSouth has sufficient information to analyze and prepare a response. The request shall be sent to KMC III's designated BellSouth sales contact or Local Contract Manager.

2.3 Within two (2) business days of receipt of an NBR, BellSouth shall acknowledge in writing its receipt and identify a single point of contact responsible for responding to the NBR And shall request any additional information needed to process the request to the extent known at that time. Notwithstanding the foregoing, BellSouth may reasonably request additional information from KMC III at any time during the processing of the NBR.

2.4 If the preliminary analysis of the requested NBR is not of such complexity that it will cause BellSouth to expend extraordinary resources to evaluate the NBR, within thirty (30) business days of its receipt of the NBR, BellSouth shall respond to KMC III by providing a preliminary analysis of such Requested NBR Services that are the subject of the NBR. The preliminary analysis shall either confirm that BellSouth will offer access to the Requested NBR Services or confirm that BellSouth will not offer the Requested NBR Services.

2.4.1 If the preliminary analysis states that BellSouth will offer the Requested NBR Services, the preliminary analysis will include an estimate of the Development Rate including a general breakdown of costs and the date the request can be met. If BellSouth cannot provide the Requested NBR Service by the requested date, it shall provide an alternative proposed date together with a detailed explanation as to why BellSouth is not able to meet KMC III's requested date. If the preliminary analysis states that BellSouth will not offer the Requested NBR Services, BellSouth will provide an explanation of why the request is not technically feasible, does not qualify as an NBR for the Requested NBR Services.

2.5 If BellSouth determines that the preliminary analysis of the requested NBR is of such complexity that it will cause BellSouth to expend extraordinary resources to evaluate the NBR, BellSouth shall notify KMC III within ten (10) business days of BellSouth's receipt of the NBR that a complex request evaluation fee will be required prior to the evaluation of the NBR. Such fee shall be limited to BellSouth's extraordinary expenses directly related to the complex request. If KMC III accepts the complex request evaluation fee amount proposed by BellSouth, KMC III shall submit such complex request evaluation fee within thirty (30) business days of BellSouth's notice that a complex request evaluation fee is required.

2.6 Within thirty (30) business days of BellSouth's receipt of the complex request evaluation fee, BellSouth shall respond to KMC III by providing a preliminary analysis of such Requested NBR Services that are the subject of the NBR.

2.7 KMC III may cancel an NBR at any time. If KMC III cancels the NBR within ten (10) business days after submitting the NBR, no charges will be incurred. If KMC III cancels the NBR within thirty (30) business days after receipt of BellSouth's preliminary analysis, BellSouth shall be entitled to keep any complex request evaluation fee submitted in accordance with Section 2.6, minus those costs included in the fee that have not been incurred as of the date of cancellation.

2.8 KMC III will have thirty (30) business days from receipt of preliminary analysis to accept the preliminary analysis or cancel the NBR. If KMC III fails to respond within this thirty (30) business day period, the NBR will be deemed cancelled.

2.8.1 Acceptance of the preliminary analysis must be in writing and accompanied by the estimated Development Rate for the Requested NBR Services quoted in the preliminary analysis.

2.9 BellSouth shall propose a firm price quote including the firm Development Rate, the firm nonrecurring rate, and the firm recurring rate and a detailed implementation plan within ten (10) business days of receipt of KMC III's accurate NBR application for a Requested NBR Service that is operational at the time of the request and within sixty (60) business days of receipt of KMC III's accurate NBR application for the Requested NBR Services not operational at the time of the request. The firm nonrecurring rate will not include any of the Development Rate or the complex request evaluation fee, if required, in the calculation of this rate. Such firm price quote shall not exceed the estimate provided with the preliminary analysis by more than 25%.

2.10 KMC III shall have thirty (30) business days from receipt of firm price quote to accept or deny the firm price quote and submit any additional nonrecurring, non-refundable fees quoted in the firm price quote. If the firm price quote is less than the preliminary analysis' estimate of the Development Rate, BellSouth will credit KMC III's account for the difference.

2.11 Unless KMC III agrees otherwise, all prices shall be consistent with the applicable pricing principles and provisions of the Act and rules, orders and regulations of the FCC and/or the Commission.

2.12 If either Party believes that the other is not acting in good faith in requesting, negotiating, processing or implementing the NBR, either Party may seek to resolve the dispute pursuant to the dispute resolution provisions set forth in the General Terms and Conditions of this Agreement.

2.13 Upon agreement to the rates, terms and conditions of a NBR, an amendment to this Agreement, or a separate agreement, may be required and the Parties shall negotiate such agreement or amendment in good faith.