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Guy M. Hicks
General Counsel

January 16, 1998

VIA HAND DELIVERY

David Waddell, Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37238

Re: *BellSouth Telecommunications, Inc.'s Entry Into Long Distance (InterLATA) Service in Tennessee Pursuant to Section 271 of the Telecommunications Act of 1996*
Docket No. 97-00309

Dear Mr. Waddell:

Enclosed are the original and thirteen copies of BellSouth Telecommunications, Inc.'s SGAT, which will serve as a replacement for the SGAT filed on December 12, 1997 as attachment to the testimony of Al Varner. The SGAT filed on December 12, 1997 was a draft; the attached version is in final form. A copy of the final SGAT has been provided to counsel of record.

Very truly yours,

Guy M. Hicks

GMH:ch

Enclosure

106592

CERTIFICATE OF SERVICE

I hereby certify that on January 16, 1998, a copy of the foregoing document was served on the parties of record, via facsimile, hand delivery, overnight or U. S. Mail, postage pre-paid, addressed as follows:

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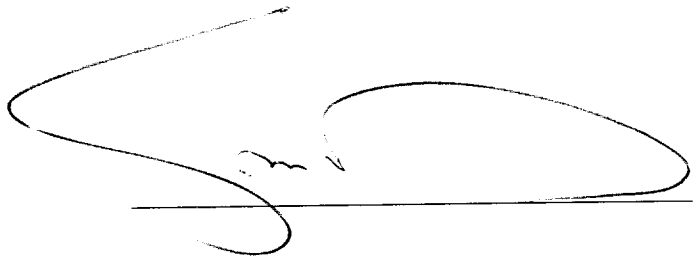

BELLSOUTH TELECOMMUNICATIONS, INC.
AFFIDAVIT EXHIBIT AJV-1

STATEMENT OF GENERALLY AVAILABLE TERMS AND CONDITIONS FOR INTERCONNECTION, UNBUNDLING AND RESALE

Filed with the

TENNESSEE REGULATORY AUTHORITY

DOCKET NO. 97-00309

January 16, 1997

~~DRAFT~~

STATEMENT OF GENERALLY AVAILABLE TERMS AND CONDITIONS FOR INTERCONNECTION, UNBUNDLING AND RESALE PROVIDED BY BELLSOUTH TELECOMMUNICATIONS, INC. IN THE STATE OF TENNESSEE

Pursuant to 47 U.S.C. § 252(f), BellSouth Telecommunications, Inc. ("BellSouth") makes the following terms and conditions generally available for the purposes of fulfilling its obligations under 47 U.S.C. §§ 251, 252(d) and 271. This Statement of Generally Available Terms and Conditions ("Statement") shall remain in effect for two (2) years from the date it takes effect under 47 U.S.C. § 252(f) following review by the Tennessee Regulatory Authority. The filing of this Statement does not change or diminish BellSouth's willingness to negotiate individual agreements with competing local exchange carriers. This Statement is subject to revision to the extent necessary to comply with any legislative, regulatory or judicial order or rule that affects the rights and obligations created by this Statement. BellSouth has negotiated agreements with numerous competing local exchange carriers. These agreements are open to inspection, and provide examples of detailed contractual language that has been used by BellSouth and other carriers. These agreements may be utilized by other parties.

This Statement uses the following abbreviations throughout:

A. Authority means the Tennessee Regulatory Authority.

B. CLEC means a competing local exchange carrier certificated by the Tennessee Regulatory Authority to offer and/or provide local telecommunications services in Tennessee.

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

I. Interconnection (47 U.S.C. 251(b)(5) § 251(c)(2), § 251(c)(6), § 252(d)(1),(2), § 271(c)(2)(B)(i)

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

A. Local Traffic. Local traffic means calls between two or more Telephone Exchange service users where both Telephone Exchange Services bear NPA-NXX designations associated with the same BellSouth local calling area or other authorized area (e.g., Extended Area Service Zones in adjacent local calling areas). Local traffic

includes the traffic types that have been traditionally referred to as "local calling" and as "extended area service." All other traffic that originates and terminates between end users within a LATA boundary is toll traffic. In no event shall the Local Traffic area for purposes of local call termination billing between the parties be decreased. No company shall represent Exchange Access traffic as Local Interconnection traffic.

1. Interconnection Points. Local interconnection is available at any technically feasible point within BellSouth's network. Interconnection is currently available at the following points:

a. Line-side of ~~local~~ end office switch.

b. Trunk-side of ~~local~~ end office switch.

c. Trunk interconnection points for tandem switch.

d. Central office cross-connect points.

e. Out-of-band signal transfer points.

Interconnection at applicable unbundled network element points is also available. See Section II. below.

2. Additional Interconnection Points. BellSouth will provide local interconnection at any other technically feasible point, including meet point interconnection arrangements. Requests for interconnection at other points may be made through the bona fide request process set out in Attachment B.

3. Percent Local Use. When traffic other than local traffic is routed on the same facilities as local traffic as provided under this Statement, each company will report to the other a Percentage Local Usage ("PLU")[1]. The application of the PLU will determine the amount of local minutes to be billed to the other company. For purposes of developing the PLU, each company shall consider every local call and every long distance call. Effective on the first of January, April, July and October of each year, BellSouth and the CLEC shall update the PLU.

4. Unidentified local traffic. Whenever BellSouth delivers traffic to a CLEC for termination on the CLEC's network, if BellSouth cannot determine because of the manner in which the CLEC has utilized its NXX codes whether the traffic is

[1] Percent Local Usage (PLU) is defined as a factor to be applied to intrastate terminating minutes of use. The numerator shall include all "nonintermediary" local minutes of use adjusted for those minutes of use that only apply to local due to Service Provider Number Portability. The denominator is the total intrastate minutes of use including local, intrastate toll, and access, adjusted for Service Provider Number Portability less intrastate Terminating Company Pays minutes of use.

local or toll, BellSouth will charge the applicable rates for originating intrastate network access service as reflected in BellSouth's Intrastate Access Service Tariff. BellSouth will make appropriate billing adjustments if the CLEC can provide sufficient information for BellSouth to determine whether said traffic is local or toll. If BellSouth deploys an NXX code across its local calling areas in such a manner that a CLEC cannot determine whether the traffic it delivers to BellSouth is local or toll, this subsection shall apply to BellSouth and the CLEC.

5. Intermediary Tandem Switching. BellSouth will provide intermediary tandem switching and transport services for the CLEC's connection of its end user to a local end user of another CLEC where both CLECs are connected at the same tandem and termination of calls is authorized. Rates for intermediary tandem switching are set out in Attachment A.

6. Mutual Provision of Access Service. When BellSouth and a CLEC provide an access service connection between an interexchange carrier ("IXC") and each other, each company will provide its own access services to the IXC on a multi-bill, multi-tariff meet-point basis. Each company will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by the company providing the end office function. BellSouth will use the Multiple Exchange Carrier Access Billing[2] system to establish meet point billing for all applicable traffic, including traffic terminating to ported numbers. 30-day billing periods will be employed for these arrangements. The recording company agrees to provide to the initial billing company, at no charge, the switched access detailed usage data within a reasonable time after the usage is recorded. The initial billing company will provide the switched access summary usage data to all subsequent billing companies within 10 days of rendering the initial bill to the IXC.

B. Exchange of intraLATA toll traffic. Exchange of intraLATA toll traffic between BellSouth and CLEC networks shall occur as follows:

1. IntraLATA Toll Traffic. IntraLATA toll traffic is traffic that is not Local Traffic as defined in Section I.A. above.

2. Delivery of intraLATA toll traffic. For terminating its toll traffic on the other company's network, each company will pay BellSouth's current intrastate terminating switched access rate, inclusive of the Interconnection Charge and the

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

Carrier Common Line rate elements of the switched access rate. See BellSouth's Intrastate Access Services Tariff.

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

4. Additional Interconnection. To the extent a CLEC provides intraLATA toll service to its customers, it may be necessary for it to interconnect to additional BellSouth access tandems that serve end offices outside the local calling area.

5. Compensation for 800 Traffic. Each company shall compensate the other pursuant to the appropriate originating switched access charges, including the database query charge, for the origination of 800 traffic terminated to the other company.

6. Records for 800 Billing. Each company will provide to the other the appropriate records necessary for billing intraLATA 800 customers. The records provided will be in a standard EMR format for a fee of $0.013 per record.

7. 800 Access Screening. Should a CLEC require 800 Access Ten Digit Screening Service from BellSouth, it shall have signaling transfer points connecting directly to BellSouth's local or regional signaling transfer point for service control point database query information. The CLEC shall utilize SS7 signaling links, ports and usage as set forth in Section X. below. The CLEC will not be required to utilize switched access FGD service. 800 Access Ten Digit Screening Service is an originating service that is provided via 800 Switched Access Service trunk groups from BellSouth's SS7 equipped end office or access tandem providing an IXC identification function and delivery of a call to the IXC based on the dialed ten digit number. The terms and conditions for this service are set out in BellSouth's Intrastate Access Services Tariff as amended.

C. Methods of Interconnection. Interconnection is available through: (1) virtual collocation; (2) physical collocation; and (3) interconnection via purchase of facilities from either company by the other company. Rates for collocation are set out in Attachment A. Detailed guidelines for collocation are set out in BellSouth's Handbook for Collocation.

D. Trunk Groups. BellSouth and a CLEC shall establish trunk groups between interconnecting facilities. ~~Trunks may be one-way or two-way. InterLATA and local traffic must be segregated when utilizing two-way trunk groups~~ If the traffic is only local, either a one-way or two-way trunk group may be established. Local and intraLATA traffic may be ~~routed over the same one-way trunk group. Two~~ combined over either a one-way or two-way trunk group when the trunk group interconnects with a BellSouth access tandem switch. BellSouth local tandems do not handle intraLATA or interLATA traffic. Combined local and intraLATA toll traffic may be routed over either one-way or two-way trunks when interconnected with a BellSouth access tandem or end office switch. One-way or two-way trunk groups are generally available for any combination of local, intraLATA or interLATA traffic utilizing intermediary tandem switching ~~and, to the extent technically feasible, where a carrier does not carry sufficient traffic to justify separate one-way trunks~~, i.e., traffic which does not terminate to a BellSouth end user. Requests for alternative trunking arrangements may be made through the bona fide request process set out in Attachment B.

E. Rates. Rates for interconnection for local traffic on the BellSouth network are set out in Attachment A. Compensation for interconnection is reciprocal, as set out in Section XIII. Late payment fees, not to exceed 1% per month after the due date, may be assessed if interconnection charges are not paid within thirty (30) days of the due date of the quarterly bill.

F. Billing. Billing for interconnection services will be through the Carrier Access Billing System ("CABS").

G. Network Design and Management for Interconnection. BellSouth will use its best efforts in conjunction with CLECs to create the most effective and reliable interconnected telecommunications networks. Detailed provisions governing network design and management for interconnection are contained in Section XVII. below.

H. Interconnection Technical Standards. Interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Bellcore Standard No. TR-NWT-00499. Signal transfer point, Signaling System 7 ("SS7") connectivity is required at each interconnection point. BellSouth will provide out-of-band signaling using Common Channel Signaling Access Capability where technically and economically feasible, in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. Facilities of each company shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling number ID when technically feasible.

I. Quality of Interconnection. The local interconnection for the transmission and routing of telephone exchange service and exchange access that BellSouth provides to CLECs will be at least equal in quality to what it provides to itself, where technically feasible, and any subsidiary or affiliate or to any other party to which BellSouth provides local interconnection. Attachment C contains detailed service descriptions, technical

requirements and quality measures provided to CLECs. Section 14.4 of Attachment C is particularly applicable to interconnection. Performance measures are available as set out in Attachment I. See Section XVI. below.

J. Ordering and Provisioning Guidelines. BellSouth provides interconnection ordering and provisioning services to CLECs that are equal to the ordering and provisioning services BellSouth provides to itself, where technically feasible. Detailed procedures for ordering and provisioning BellSouth interconnection services are set forth in the CLEC Ordering Guide. See Section XV. below.

II. Access To Unbundled Network Elements (47 U.S.C. § 251(c)(3), 252(d) and §§ 271(c)(2)(B)(ii). See also Statement Sections (iv),(v), (vi) and (x).

BellSouth provides CLECs access to unbundled elements of BellSouth's network on the following terms:

A. Bona Fide Request Process. BellSouth offers a Bona Fide Request Process, as set out in Attachment B. That process includes procedures and timelines for promptly addressing and resolving requests for capabilities not included in the Statement. CLECs may use the bona fide request process to assure prompt resolution of any requests.

B. Available Network Elements. The following BellSouth network elements are available on an unbundled basis:

1. Local Loop Transmission. BellSouth provides unbundled local loops. See Section IV. below.

2. Unbundled Local Transport. BellSouth provides unbundled local transport. See Section V. below.

3. Unbundled Local Switching. BellSouth provides unbundled local switching. See Section VI. below.

4. Signaling Network Elements/AIN Services. BellSouth provides unbundled signaling network elements and AIN services. See Section X. below.

5. Operations Support Systems. BellSouth provides CLECs unbundled access to several operations support systems. Access to these support systems is available through a variety of means, including electronic interfaces. The operations support systems available are:

a. Pre-Service Ordering. Pre-service ordering allows CLECs to determine the availability of features and services, assign a telephone number, advise the customer of a due date and validate a street address for service order purposes and to obtain customer service record information, as applicable to the service being ordered.

b. Service Ordering. Service ordering provides the CLEC order entry functions, including supplements, and the capability to establish directory listings.

c. Provisioning. Provisioning information available to CLECs includes firm order confirmation and completions.

d. Service Trouble Reporting and Repair. Service trouble reporting and repair allows CLECs to report and monitor service troubles and obtain repair services. BellSouth provides CLECs service trouble reporting availability and monitoring in a non-discriminatory manner that provides CLECs the same ability to report and monitor service troubles that BellSouth provides to itself. BellSouth also provides CLECs an estimated time to repair, an appointment time or a commitment time, as appropriate, on all trouble reports.

e. Directory ~~Listing~~ Assistance and Line Information Databases. Access to the Directory ~~Listing~~ Assistance Database is discussed in Sections VII.B. and VIII.E below. Access to the Line Information Database is discussed in Section X.A.3.a. below.

f. Customer Daily Usage Data. Customer daily usage data provides detailed information for determining billable usage for services such as directory assistance or toll calls associated with a resold line or a ported telephone number. This usage option allows CLECs to bill their end-user customers at their discretion, rather than on BellSouth's billing cycles. It also allows a CLEC to establish toll limits, detect fraudulent calling or analyze the usage patterns of its customers.

6. Interfaces for Operations Support Systems. BellSouth provides electronic interfaces for the following operations support systems functions: pre-service ordering, service ordering and provisioning, trouble reporting, and customer usage data. Customized interfaces are available through the bona fide request process. BellSouth also provides the option of placing orders manually (e.g., via facsimile) through the Local Carrier Service Center.

a. Pre-Ordering. BellSouth provides electronic access to the following pre-ordering functions: service address validation, telephone number selection, product and service availability, due date information, and to customer service record information. Access is provided through the Local Exchange Navigation System (LENS)~~, which provides~~ and EC-Lite, a machine-to-machine interface, both of which provide a real-time, interactive interface to BellSouth databases.

b. Ordering and Provisioning. BellSouth provides CLECs electronic options for the exchange of ordering and provisioning information. The Exchange Access Control and Tracking System (EXACT) is for service requests involving interconnection trunking and many unbundled network elements. BellSouth provides an Electronic Data Interchange (EDI) arrangement for resale requests and some unbundled network elements. As an alternative to the EDI arrangement, BellSouth also provides through LENS an ordering and provisioning capability that is integrated with the LENS pre-ordering capability.

c. Trouble Reporting. BellSouth provides two options for electronic trouble reporting. For exchange services, BellSouth offers CLECs access to the Trouble Analysis Facilitation Interface (TAFI). For individually designed services, BellSouth provides electronic trouble reporting through an electronic communications gateway.

d. Billable Usage Information. BellSouth provides CLECs electronic files containing billable usage associated with resold exchange lines, unbundled ports, and ported telephone numbers.

e. Rates. Rates for manual and electronic interfaces will be assessed prospectively upon Authority approval. Rates for electronic interfaces will defray a portion of the developmental costs for the interfaces. Nonrecurring service order charges may be differentiated for manually and electronically processed orders.

7. Collocation. Collocation allows CLECs to place equipment in BellSouth facilities. Physical and virtual collocation are available for interconnection and access to unbundled network elements as described in Section II. below. BellSouth will provide physical collocation for CLEC equipment unless BellSouth demonstrates to the Authority that physical collocation is not practical for technical reasons or space limitations. Detailed guidelines for collocation are contained in BellSouth's Handbook for Collocation. See Section XV. below.

8. Dark Fiber. Unused optical transmission media or "dark fiber" is available to CLECs as an unbundled network element.

C. Availability of Additional Network Elements. CLECs may use the bona fide request process described in Attachment B to ensure prompt processing and resolution of requests for additional network elements.

D. Rates. Rates for the unbundled network elements described above are set out in Attachment A. Special construction charges as set forth in BellSouth's Intrastate Special Access Tariff may apply.

E. Quality of Network Elements. BellSouth provides CLECs with all the unbundled network elements described in this section, and access to those unbundled network elements that are at least equal in quality to that which BellSouth provides itself, where technically feasible. Attachment C contains detailed service descriptions, technical requirements and quality measures applicable to CLEC access to BellSouth unbundled network elements and the performance of those network elements. Performance measures are available as set out in Attachment I. See Section XVI. below.

F. Miscellaneous Network Element Provisions.

1. CLEC Combination of Network Elements. CLECs may combine BellSouth network elements in any manner to provide telecommunications services. BellSouth will deliver unbundled network elements where reasonably possible, e.g., unbundled loops to CLEC collocation spaces, or other locations as reasonably requested by CLECs, at no additional charge. Additional BellSouth services desired by CLECs to assist in their combining BellSouth unbundled network elements or operating combined BellSouth unbundled network elements, and the charges for those services, may be requested through the bona fide request process.

2. Software Modifications. BellSouth will perform initial software modifications, e.g., switch translations, necessary for the proper functioning of BellSouth unbundled network elements purchased by CLECs at no additional charge. Additional software modifications requested by CLECs that are not currently offered, and the charges for those modifications, may be requested through the bona fide request process.

3. BellSouth-Combined Network Elements. BellSouth provides certain combinations of network elements, as set out below. BellSouth also provides order coordination for combinations of network elements and for loops with local number portability, as set out below. The price for each of these combinations/coordinations is the sum of the applicable individual element prices as set out in Attachment A.

UNEs	Combine	Coordinate
Loop and Cross Connect	X	X
Port and Cross Connect	X	X
Port + Cross Connect + Common Transport	X	X
Loop Distribution + NID	X	X
Port and Vertical Features	X	X
Loops with loop concentration	X	X
Port and Common Transport	X	X
Loops and Local Number Portability	N/A	X

G. Ordering and Provisioning. BellSouth provides unbundled network element ordering and provisioning services to CLECs that are equal to the ordering and provisioning services BellSouth provides to itself, where technically feasible. Detailed guidelines for ordering and provisioning unbundled BellSouth network elements are set out in the CLEC Ordering Guide. See Section XV.

III. Access To Poles, Ducts, Conduits, and Rights of Way (47 U.S.C. § 251(b)(4) and § 271(c)(2)(B)(iii)

BellSouth provides non-discriminatory access to poles, ducts, conduits and rights-of-way under the following terms:

A. Standard License for Poles, Ducts, Conduits and Rights-of-Way. BellSouth will provide CLECs with nondiscriminatory access to poles, ducts, conduits and rights-of-way owned or controlled by BellSouth under the Standard Agreement set out in Attachment D.

B. Access to Engineering Records. BellSouth will provide access to relevant plats, maps, engineering records and other data to CLECs upon receiving a bona fide request for access and CLEC agreement to reasonable terms to protect proprietary information.

C. Capacity Reservation. Capacity will be allocated on a first come first served basis.

IV. Local Loop Transmission Unbundled From Local Switching (47 U.S.C. §§ 251(c)(3), 252(d) and 271(c) (2)(B)(iv))

BellSouth provides access to unbundled local loops and sub-loop elements on the following terms:

A. Unbundled Local Loops. Local loops provide transmission paths from the central office to the customer's premises. BellSouth provides a variety of local loop configurations. These loops include 2-wire voice grade analog at two levels of service as described below, 4-wire voice grade analog, 2-wire Asymmetrical Digital Subscriber Line, 2-wire and 4-wire High-bit-rate Digital Subscriber Line, 2-wire ISDN, and 4-wire DS-1 digital grade. BellSouth provides access to unbundled local loops served by integrated digital loop carrier where copper facilities are available.

1. 2-Wire Voice Grade Service Level One. Service Level One (SL1) provides a non-designed circuit with engineering information documentation available at an additional charge. CLECs are responsible for loop testing and reporting troubles. BellSouth will perform various manual order coordination activities when converting local exchange subscribers to CLEC service using unbundled SL1 local loops at an additional charge. BellSouth will notify CLECs of conversion times and will perform conversion work within the negotiated interval. Specific conversion times are available at an additional charge. BellSouth will attempt to utilize existing loops where possible.

2. 2-Wire Voice Grade Service Level Two. Service Level Two (SL2) provides a designed circuit and design layout record. CLECs are responsible for loop testing and reporting troubles. SL2 circuits will have test points provisioned. There will be no additional charge for manual order coordination activities when converting local exchange subscribers to CLEC service using unbundled SL2 local loops. BellSouth will notify CLECs of conversion times and will perform conversion work within the negotiated interval. Specific conversion times are available at an additional charge. BellSouth will attempt to utilize existing loops where possible.

B. Local Loop components. The following sub-loop elements are each separately available as unbundled network elements:

1. Loop Distribution Media. Loop distribution media are various types of transmission media (twisted copper pair, coaxial cable or optical cable) between the Network Interface Device at the customer's premises and a terminating device typically located in a remote terminal that is closer to the customer than is the central office.

2. Loop Cross Connects. Loop cross connects allow the local loop to be transported from the main distribution frame in the central office to a CLEC's collocated space.

3. Central Office Loop Concentration Systems. Central Office loop concentration systems aggregate and disaggregate signals transmitted over local loops.

4. Network Interface Device. The Network Interface Device ("NID") is the physical point of connection between BellSouth's network, particularly loop facilities, and the end-user customer. It is essentially a cross-connect device used to connect loop facilities to inside wiring. Generally, the NID is a box on the side of the customer's premises. Where the NID has excess capacity, the CLEC may use existing NID capacity to serve the end user. Where the NID does not have excess capacity, the burden of properly grounding the loop after disconnection from the customer's wire, maintaining the loop in proper order and safety is the responsibility of the CLEC. Any party connecting to BellSouth's NID shall assume full liability for its actions and for any adverse consequences that could result.

C. Rates. Rates for local loops and local loop components are set out in Attachment A.

D. Quality of Network Elements. BellSouth provides CLECs with unbundled local loops and sub-loop elements, and access to those elements, that is at least equal in quality to that which BellSouth provides itself, where technically feasible. Attachment C contains detailed service descriptions, technical requirements and quality measures applicable to CLEC access to BellSouth unbundled network elements including local loops and sub-loop elements. Performance measures are available as set out in Attachment I. See Section XVI. below.

E. Ordering and Provisioning. BellSouth provides local loop and sub-loop element ordering and provisioning services to CLECs that are equal to the ordering and provisioning services BellSouth provides itself, where technically feasible. Detailed guidelines for ordering and provisioning local loops and sub-loop elements are set out in the CLEC Ordering Guide. See Section XV.

V. Local Transport From The Trunk Side Unbundled From Switching Or Other Services (47 U.S.C. §§ 251(c)(3), 252(d) and 271(c)(2)(B)(v))

BellSouth provides local transport from the trunk side of its switches unbundled from switching or other services under the following terms:

A. Local Transport Elements. Transport elements provide transmission paths that connect one location to another. BellSouth offers both dedicated and common local

transport from the trunk side of its central office switches over a variety of transport options unbundled from switching or switch ports.

1. Dedicated Transport. Dedicated Transport is an interoffice transmission path used exclusively by a single carrier for the transmission of its traffic. Dedicated transport is available between BellSouth central offices and between BellSouth central offices and CLEC facilities. Transmission services and facilities available include DS-0, DS-1 and higher capacity transmission systems.

2. Common Transport. Common transport is a shared transmission path used for the traffic of multiple carriers. Common transport is available between BellSouth end offices and between BellSouth end offices and BellSouth tandem switches. BellSouth provides common transport on a per minute of use basis. Transmission services and facilities available include DS-0, DS-1 and higher capacity transmission systems.

3. Tandem Switching. Tandem switching establishes a communications path between two switching offices through a third switching office. BellSouth offers all the functionality of its tandem switches to CLECs unbundled from transport. Tandem switching includes the facilities connecting the trunk distribution frame to the switch, and all the functions of the switch itself, including those facilities that establish a temporary transmission path between two other switches as well as functions that are centralized in tandem switches such as call recording, routing of calls to operator services and signaling conversion functions.

4. Additional Options. CLECs may use the Bona Fide Request Process set out in Attachment B to obtain additional transport options.

B. Rates. Rates for local transport elements are set out in Attachment A.

C. Quality of Network Elements. BellSouth provides CLECs with unbundled local transport elements, and access to those elements, that is at least equal in quality to that which BellSouth provides itself, where technically feasible. Attachment C contains detailed service descriptions, technical requirements and quality measures applicable to CLEC access to BellSouth unbundled network elements including transport elements. Performance measures are available as set out in Attachment I. See Section XVI. below.

D. Ordering and Provisioning. BellSouth provides local transport ordering and provisioning services to CLECs that are equal to the ordering and provisioning services BellSouth provides to itself, where technically feasible. Detailed guidelines for ordering and provisioning local transport elements are set out in the CLEC Ordering Guide. See Section XV.

VI. Local Switching Unbundled from Transport, Local Loop Transmission or Other Services (47 U.S.C. §§ 251(c)(3), 252(d) and 271(c)(2)(B)(vi))

BellSouth provides local switching unbundled from transport, local loop transmission or other services under the following terms:

A. Local Switching. BellSouth offers all the functionality of its local switches to CLECs unbundled from transport, local loop transmission and other services. Local switching provides the functionality to connect the appropriate originating lines or trunks wired to the Main Distributing Frame or to the digital Cross Connect panel to a desired terminating line or trunk. Local switch functionality includes line termination and line side switching (dial tone) capability and other switch functionality, e.g., vertical features. It also provides access to all the features and functionality available to the switch and switch software including transport signaling, 911, operator directory and repair services as well as AIN and similar capabilities.

1. Local Switching Options. BellSouth offers the following local switch options:

a. 2-wire and 4-wire analog ports.

b. 2-wire and 4-wire ISDN ports.

c. ~~2-wire ADSL~~ Coin ports.

d. ~~2-wire and 4-wire HDSL ports.~~

~~e.~~ 2-Wire and 4-Wire DID trunk ports.

~~f~~ e. Additional Options. CLECs may use the Bona Fide Request Process set out in Attachment B to obtain additional switching options.

2. Selective or Customized Routing. Selective routing to a CLEC's desired platform using Line Class Codes is available on an interim basis as discussed in Section ~~X.A.3.E~~ X.A.3.e. below.

B. Rates. Rates for unbundled local switching services are set out in Attachment A. Specific vertical features associated with a port must be separately ordered. The rates for switch ports alone or with vertical features or group(s) of features will be set by Order of the Authority in Docket No. 97-01262 and any subsequent proceedings. No charges will be assessed for the activation and use of vertical features until that time. Rates established by the Authority for vertical features will be applied prospectively from the date they are established.

C. Quality of Network Elements. BellSouth provides CLECs with unbundled local switching elements, and access to those elements, that is at least equal in quality to that which BellSouth provides itself, where technically feasible. Attachment C contains detailed service descriptions, technical requirements and quality measures applicable to

CLEC access to BellSouth unbundled network elements including local switching elements. Performance measures are available as set out in Attachment I. See Section XVI. below.

D. Ordering and Provisioning. BellSouth provides ordering and provisioning services for local switching to CLECs that are equal to the ordering and provisioning services BellSouth provides to itself, where technically feasible. Detailed guidelines for ordering and provisioning local switching elements are set out in the CLEC Ordering Guide. See Section XV.

VII. Nondiscriminatory Access to (I) 911/E911 Emergency Network (47 U.S.C. § 251(c)(3) and § 271(c)(2)(B)(vii)(I); Regulations, §§ 901(J),(K)(2)); (II) Directory Assistance Services (§ 271(c)(2)(B)(vii)(II) and § 251(c)(3)); and (III) Operator Call Completion Services (§ 271(c)(2)(B)(vii)(III) and 251(c)(3))

BellSouth provides nondiscriminatory access to the 911/E911 network, directory assistance and operator call completion services and associated databases under the following terms:

A. Access to 911/E911. BellSouth provides CLECs equal access to 911/E911 service and the ability for CLECs to provide customer numbers and address information to 911/E911 providers on the following terms:

1. 911/E911 Service. Basic 911 and E911 provide callers access to the applicable emergency services bureau by dialing a three-digit universal telephone number.

2. Equal Access. A CLEC's customers will be able to dial and reach emergency services bureaus providing 911/E911 service in the same manner as BellSouth customers.

3. Basic 911 Service Provisioning. For basic 911 service, BellSouth will provide to a CLEC a list consisting of each municipality that subscribes to Basic 911 service. The list will also provide, if known, the E911 conversion date for each municipality and, for network routing purposes, a ten-digit directory number representing the appropriate emergency answering position for each municipality subscribing to 911. The CLEC will be required to arrange to accept 911 calls from its end users in municipalities that subscribe to Basic 911 service and translate the 911 call to the appropriate 10-digit directory number as stated on the list provided by BellSouth. The CLEC will be required to route that call to BellSouth at the appropriate tandem or end office. When a municipality converts to E911 service, the CLEC will be required to discontinue the Basic 911 procedures and begin using E911 procedures.

4. E911 Service Provisioning. For E911 service, a CLEC will be required to install a minimum of two dedicated trunks originating from the CLEC's serving wire center and terminating to the appropriate E911 tandem. The dedicated trunks shall be, at a minimum, DS-0 level trunks configured either as a 2- wire analog interface or as part of a digital (1.544 Mb/s) interface. Either configuration shall use CAMA-type signaling with multifrequency ("MF") pulsing that will deliver automatic number identification ("ANI") with the voice portion of the call. If the user interface is digital, MF pulses, as well as other AC signals, shall be encoded per the u-255 Law convention. The CLEC will be required to provide BellSouth daily updates to the E911 database. A CLEC will be required to forward 911 calls to the appropriate E911 tandem, along with ANI, based upon the current E911 end office to tandem homing arrangement as provided by BellSouth. If the E911 tandem trunks are not available, the CLEC will be required to route the call to a designated 7-digit local number residing in the appropriate Public Service Answering Point ("PSAP"). This call will be transported over BellSouth's interoffice network and will not carry the ANI of the calling party.

5. Rates. Charges for 911/E911 service are borne by the municipality purchasing the service. BellSouth will impose no charge on CLECs beyond applicable charges for BellSouth trunking arrangements.

6. 911/E911 Databases. BellSouth will load CLEC end-user information into 911/E911 databases in the same manner it loads BellSouth end-user information so that CLEC end-user information is available at the same time and in the same manner as BellSouth end-user information.

7. Detailed Practices and Procedures. The detailed practices and procedures contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers determine the appropriate practices and procedures for BellSouth and CLECs to follow in providing 911/E911 services.

B. Directory Assistance Services. BellSouth provides CLECs nondiscriminatory access to directory assistance services and databases on the following terms:

1. Directory Assistance Database. BellSouth includes CLEC subscriber listings in BellSouth's directory assistance database at no charge. CLECs must provide timely updates in the appropriate format. The same procedures and time intervals will apply to the entry of directory assistance information and updates for BellSouth, CLEC and independent telephone company end-users.

2. BellSouth Directory Assistance Services. BellSouth provides CLECs and their subscribers access to its unbranded directory assistance service. CLEC subscribers will be able to reach BellSouth's directory assistance by dialing the same numbers, and will receive the same treatment, as BellSouth subscribers. If the CLEC provides ANI, then additional services such as directory assistance call completion will be available. BellSouth offers CLECs the following access

options on the same terms as they are currently offered to other telecommunications providers:

a. Directory Assistance Access Service. This service is currently provided by BellSouth to interexchange carriers for directory assistance.

b. Direct Access Directory Assistance Service. This service provides direct on-line access to BellSouth's directory assistance database.

c. Directory Assistance Database Service. This service provides a copy of the BellSouth Directory Assistance database to requesting carriers.

3. Selective or Customized Routing for CLEC Provision of Directory Assistance Services. BellSouth provides CLECs purchasing unbundled local BellSouth switching and reselling BellSouth local exchange service under Section XIV. selective routing of calls to a requesting CLEC's directory service platform for provision of CLEC directory assistance services. BellSouth will also provide selective routing to a BellSouth platform for BellSouth provision of CLEC-branded directory assistance. In either case, CLEC customers may use the same dialing arrangements as BellSouth customers, but obtain a CLEC-branded service.

4. Rates. Rates for Directory Assistance Services are set out in Attachment A.

C. Operator Call Completion Services. BellSouth provides operator services to CLECs in the same manner and extent, utilizing the same databases, that BellSouth provides operator services to its customers:

1. Busy Line Verification and Emergency Interrupt. Busy line verification and busy line verification and emergency interrupt allows BellSouth and CLEC subscribers to request an operator to verify that a line is busy or to interrupt a conversation.

2. Intercept Service. This service provides for call interception in the event of a number change or disconnect. BellSouth provides intercept service to CLECs.

3. Operator Call Processing Access Service. This service provides operator and automated call handling for processing and verification of alternative billing information for collect, calling card and billing to a third number. This service can also be used to provide customized call branding, dialing instructions and other operator assistance.

4. Centralized Message Distribution System. Centralized Message Distribution System ("CMDS") is a Bellcore administered national system used to transfer specially formatted messages among companies. BellSouth will offer

CLECs CMDS Hosting and access to various mechanized reports provided through the system as set out in detail in Attachment E.

5. Selective or Customized Routing For CLEC-Branded Operator Call Completion Services. BellSouth provides CLECs purchasing unbundled local BellSouth switching and reselling BellSouth local exchange service under Section XIV. selective routing of calls to a requesting CLEC's operator services platform for provision of CLEC operator call completion services. BellSouth will also provide selective routing to a BellSouth platform for BellSouth provision of CLEC-branded operator call completion service. In either case, CLEC customers may use the same dialing arrangements as BellSouth customers, but obtain a CLEC-branded service.

6. Rates. Rates for Operator Call Completion Services are set out in Attachment A.

VIII. White Pages Directory Listings For CLEC Customers (47 U.S.C. § 271(c)(2)(B)(viii))

BellSouth provides CLECs and their customers access to white pages directory listings under the following terms:

A. Listings. BellSouth or its agent will include CLEC residential and business customer listings in the appropriate White Pages (residential and business) or alphabetical directories. Directory listings will make no distinction between CLEC and BellSouth subscribers.

B. Rates. Subscriber primary listing information in the White Pages shall be provided at no charge to CLECs or their subscribers provided that the CLEC provides subscriber listing information to BellSouth at no charge.

C. Procedures for Submitting CLEC Subscriber Information. BellSouth will provide to CLECs a magnetic tape or computer disk containing the proper format for submitting subscriber listings. CLECs will be required to provide BellSouth with directory listings and daily updates to those listings, including new, changed, and deleted listings, in an industry-accepted format. These procedures are detailed in the CLEC Ordering Guide. See Section XV.

D. Unlisted Subscribers. CLECs will be required to provide to BellSouth the names, addresses and telephone numbers of all CLEC customers that wish to be omitted from directories.

E. Inclusion of CLEC Customers in Directory Assistance Database. BellSouth will include and maintain CLEC subscriber listings in BellSouth's directory assistance database at no charge. BellSouth and CLECs will formulate appropriate procedures regarding lead time, timeliness, format and content of listing information. CLEC

subscriber listings and information will be migrated as is upon a change of service provider.

F. Listing Information Confidentiality. BellSouth will accord a CLEC's directory listing information the same level of confidentiality that BellSouth accords its own directory listing information, and BellSouth shall limit access to a CLEC's customer proprietary confidential directory information to those BellSouth employees who are involved in the preparation of listings.

G. Optional Listings. Additional listings and optional listings will be offered by BellSouth at tariffed rates as set forth in the General Subscriber Services Tariff.

H. Delivery. BellSouth or its agent shall deliver White Pages directories to CLEC subscribers at no charge.

IX. Nondiscriminatory Access to Telephone Numbers For CLEC Customers (47 U.S.C. § 251(b)(3) and § 271((c)(2)(B)(ix))

A. Non-Discriminatory Access. BellSouth currently serves as a North American Numbering Plan administrator for its territory. During the term of this Statement, and while BellSouth continues to serve as the numbering plan administrator, BellSouth ensures that CLECs, whether facilities-based or reseller have nondiscriminatory access to telephone numbers for assignment to their customers under the same terms that BellSouth has access to telephone numbers. BellSouth provides numbering resources pursuant to the Bellcore Guidelines regarding number assignment. A CLEC will be required to complete the NXX code application in accordance with Industry Carriers Compatibility Forum, Central Office Code Assignment Guidelines, ICCF 93-0729-010.

B. Future Numbering Plan. When BellSouth is no longer the North American Numbering Plan administrator, BellSouth will comply with the final and nonappealable guidelines, plan or rules adopted pursuant to 47 U.S.C. § 251(e).

X. Nondiscriminatory Access to Signaling and Signaling Databases (47 U.S.C. §§ 251(c)(3), 252(d)(2) and 271(c)(2)(B)(x))

BellSouth provides nondiscriminatory access to signaling and signaling databases under the following terms:

A. Signaling and Signaling Databases. Signaling elements offered by BellSouth include signaling systems and databases. Signaling elements facilitate call routing and completion. BellSouth provides CLECs access to BellSouth's signaling network and signaling databases on an unbundled basis. Available signaling elements include Signaling Links, Signal Transfer Points and Service Control Points.

1. Signaling Links. Signaling links are dedicated transmission paths carrying signaling messages between carrier switches and signaling networks. Signal Link Transport is a dedicated set of two or four 56 kbps transmission paths, also known as A-links and B-links, between CLEC designated Signaling Points of Interconnection that provide a diverse transmission path and cross connect to a BellSouth Signal Transfer Point. BellSouth will provide connections between a switch or Service Switching Point and a home Signal Transfer Point and connections between two Signal Transfer Point pairs in different company networks.

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

3. Service Control Points. Service Control Points ("SCPs") are databases that store and provide access and the ability to manipulate information required to offer particular services. BellSouth provides the following SCP databases on an unbundled basis:

a. Line Information Database. The line information database ("LIDB") is a SCP transaction-oriented database that contains records associated with subscriber line numbers and special billing numbers. CLECs may query BellSouth's LIDB to verify collect or third number billing calls. BellSouth will enter CLEC line information into its LIDB under the terms of the Line Information Database Storage Agreement attached as Attachment F. Entry of line information into LIDB will allow CLEC end users to participate in alternate billing arrangements such as collect or third number billed calls.

b. Toll Free Number Database. The Toll Free Number Database is an SCP that provides functionality necessary for toll free number service.

c. Automatic Location Identification/Data Management System. The Automatic Location Identification/Data Management System contains subscriber information used to route calls to the appropriate Public Safety Answering Point.

d. Advanced Intelligent Network. BellSouth offers CLECs access to its SCP-based Advanced Intelligent Network ("AIN") through BellSouth's Service Creation Environment and Service Management System ("SCE/SMS"). SCE/SMS access allows CLECs to provide AIN services from either BellSouth switches or their own. It also allows CLECs to create service applications using BellSouth's AIN service creation tools

and to deploy those services using BellSouth's service management tools. CLECs will have the same access to SCE/SMS as BellSouth.

e. Selective or Customized Routing. Selective routing allows CLECs purchasing unbundled BellSouth local switching and reselling BellSouth local exchange service under Section XIV. to identify and selectively route subscriber calls from a BellSouth switch and BellSouth services to a CLEC's switch and services using the same digits dialed by BellSouth subscribers. In addition, calls may be selectively routed to BellSouth platforms allowing BellSouth to provide CLEC-branded services on behalf of the CLEC. This allows CLEC-branding of services such as operator, directory assistance or repair services. BellSouth will provide selective routing for repair service only where BellSouth uses a three-digit number for its own repair services. Selective routing is currently provided through the use of line class codes, which are subject to exhaustion, on a first come first served basis. CLECs ordering selective routing must make reasonable efforts to conserve line class codes.

B. Rates. Rates for BellSouth signaling services, including databases, are set out in Attachment A.

C. Ordering and Provisioning. BellSouth provides signaling and signaling database element ordering and provisioning services to CLECs that are equal to the ordering and provisioning services BellSouth provides itself, where technically feasible. Detailed guidelines for ordering and provisioning signaling and signaling database services are set out in the CLEC Ordering Guide. See Section XV.

D. Quality of Network Elements. BellSouth provides CLECs with unbundled signaling and signaling database elements, and access to those elements, that is at least equal in quality to that which BellSouth provides itself, where technically feasible. Attachment C contains detailed service descriptions, technical requirements and quality measures applicable to CLEC access to BellSouth unbundled network elements including signaling and signaling databases.

E. Local Exchange Routing Guide. BellSouth will input the NXXs assigned to a CLEC into the Local Exchange Routing Guide ("LERG").

F. 800 Query Rates. Rates for a CLEC to use BellSouth's 800 database for query purposes only, are set out in Attachment A.

XI. Interim Service Provider Number Portability (47 U.S.C. §§ 251(b)(2) and 271(c)(2)(B)(xi))

Until an industry-wide permanent solution can be achieved, BellSouth provides interim Service Provider Number Portability that allows customers switching from BellSouth to a CLEC to retain the same telephone number(s) under the following terms:

A. Service Provider Number Portability. Service Provider Number Portability ("Number Portability") is a service arrangement which allows an end user customer who switches service providers to keep the same telephone number. Number portability is available only within the same serving wire center.

B. Quality of Service. BellSouth will provide number portability to CLECs and their customers with minimum impairment of functionality, quality, reliability and convenience.

C. Methods of Providing Number Portability. Number portability is available through either remote call forwarding or direct inward dialing trunks, at the election of the CLEC. Remote call forwarding is an existing switch-based BellSouth service that redirects calls within the telephone network. Direct inward dialing trunks allow calls to be routed over a dedicated facility to the CLEC switch that serves the subscriber. SS7 Signaling is required for the provision of either of these services. Detailed guidelines for the provision of number portability are set out in Attachment G.

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

E. Ordering and Provisioning. Detailed guidelines for ordering and provisioning are set out in the CLEC Ordering Guide. See Section XV.

F. Permanent Solution. The FCC, the Authority and industry forums are working towards a permanent approach to providing service provider number portability. BellSouth will implement a permanent approach as developed and approved by the Authority, the FCC and industry forums.

XII. Dialing Parity (47 U.S.C. § 251(b)(3) and § 271(c)(2)(B)(xii))

BellSouth provides local dialing parity including the following:

A. Local Dialing Parity. Local dialing parity means that CLEC customers will not have to dial any greater number of digits than BellSouth customers to complete the same call. In addition, CLEC local service customers will experience at least the same quality as BellSouth local service customers regarding post-dial delay, call completion rate and transmission quality.

XIII. Reciprocal Compensation (47 U.S.C. §252(d)(2) and §271(c)(2)(B)(xiii))

BellSouth provides reciprocal compensation under the following terms:

A. Mutual and Reciprocal Cost Recovery. BellSouth provides for the mutual and reciprocal recovery of the costs of transporting and terminating local calls on its and

CLEC networks. BellSouth's charges for transport and termination of calls on its network are set out in Attachment A.

XIV. BellSouth Retail Services Available for Resale (47 U.S.C. §§ 251(b)(1), 251(c)(4), 252(d)(3) and 271(c)(2)(B)(xiv))

BellSouth provides retail telecommunications services for resale by CLECs under the following terms:

A. Retail services. Retail telecommunications services ("retail services") are telecommunications services that BellSouth provides at retail to subscribers that are not telecommunications carriers.

B. Discounts. Retail services are available at discounts as ordered by the Authority. Discounts are set out in Attachment H. Discounts apply to intrastate tariffed service prices except that, pursuant to Authority directive, discounts do not apply to the following services:

1. Short-term Promotions. Retail promotions offered for ninety (90) days or less will not be discounted. Long-term promotions of more than ninety (90) days will be made available for resale at the tariff rate less the applicable wholesale discount or at the promotional rate during the term of the promotion. Services obtained at the long-term promotional rate may be resold only to customers who would have qualified for the promotional rate if the service were being offered by BellSouth.

Discounts are not applicable to non-tariffed services or products, taxes or other pass-through charges such as the federal subscriber line charge and similar charges not included in intrastate tariffs.

C. Compliance with Resale Conditions. Retail services must be resold in compliance with the applicable terms and conditions of the service offering that are contained in BellSouth's existing retail tariffs. Thus, for example, cross-class selling is prohibited. Pursuant to the Authority's orders, the following specific services must be resold as described below:

1. Grandfathered Services. Grandfathered services are available for resale. These services may only be offered to subscribers who have already been grandfathered. These services may not be resold to a different group(s) or a new group(s) of subscribers.

2. Lifeline Services. LifeLine Service is available for resale on the following terms and conditions:

(a) CLECs shall only offer LifeLine Service to customers who meet the qualifications outlined in the "means test";

(b) LifeLine Services and rates shall be offered by a CLEC in a manner similar to the manner in which LifeLine Services are offered in the market today, that is through a discount to BellSouth's Message Rate Service, General Subscriber Tariff A3.2.4.;

(c) A CLEC shall purchase BellSouth's Message Rate Service at the stated tariff rate, less the wholesale discount. A CLEC must further discount the wholesale Message Rate Service to LifeLine customers with a discount which is no less than the minimum discount that BellSouth now provides;

(d) The maximum rate which a CLEC may charge for LifeLine Service shall be capped at the retail flat rate offered by BellSouth;

(e) BellSouth shall charge the federally-mandated Subscriber Line Charge (currently $3.50) to a CLEC;

(f) A CLEC is required to waive the Subscriber Line Charge for the end-user; and

(g) A CLEC is responsible for recovering the Subscriber Line Charge from the National Exchange Carriers Association's interstate toll settlement pool just as BellSouth does today.

3. Link Up. Link Up Services are available for resale on the following terms and conditions:

(a) CLECs may offer Link-Up Service only to those customers who meet the qualifications outlined in the "means test";

(b) A CLEC must further discount the Link-Up Service by at least the percentage that is now offered by BellSouth; and

(c) A CLEC is responsible for recouping the additional discount in the same manner as BellSouth does today.

4. Contract Service Arrangements. Discounted contract service arrangements may only be resold to the specific BellSouth end user to whom the arrangement is applicable.

5. 911/E911. 911/E911 services are available for resale. BellSouth provides 911/E911 service to CLECs for resale in the same manner that it is provided in BellSouth's retail tariffs. BellSouth will enable a CLEC to have 911 call routing

to the appropriate Public Safety Answering Point ("PSAP"), and shall provide and validate customer information to the PSAP. Resale must maintain the integrity of these services.

6. Pay Phone Provider Services. BellSouth services may not be resold to independent pay phone providers.

D. Quality of Resale Services. The services and service provisioning that BellSouth provides CLECs for resale will be at least equal in quality to that provided to BellSouth, or any BellSouth subsidiary, affiliate or end user. This will provide CLECs the capability to provide their customers with the same experience that BellSouth provides its own customers with respect to all local services. BellSouth will provide resellers with pre-service ordering, service ordering, service trouble reporting and repair, and daily usage data functionality that will enable a reseller to provide equivalent levels of customer service to its local exchange customers as BellSouth provides to its own end users. Performance measures are available as set out in Attachment I. See Section XVI. below.

E. Resale in Compliance with Telecommunications Act. Resale is subject to the interLATA joint marketing restriction contained in Section 271(e)(1) of the Act.

F. BellSouth Interaction with CLEC Customers. When interacting with CLEC resale customers on behalf of a CLEC, BellSouth employees will not market BellSouth services. BellSouth will provide parity in the treatment of CLEC customers with BellSouth customers. BellSouth will use generic leave behind cards with CLEC customers at no charge. BellSouth will use CLEC-branded leave behind cards provided that CLEC-branded leave behind cards are the same size as BellSouth cards, that the CLEC compensates BellSouth and does not hold BellSouth liable for leaving the incorrect card.

G. Transfer of BellSouth Customers. BellSouth will implement CLEC requests to disconnect the service of a BellSouth end user and transfer that customer's service to the CLEC. BellSouth will also implement requests directly from an end user for conversion of service from BellSouth to a CLEC or from one CLEC to another. BellSouth will notify affected CLECs that it has implemented such requests. In the case of a customer terminating service from a CLEC, BellSouth will notify the CLEC within twenty-four (24) hours. BellSouth will not require end user confirmation prior to transferring an end user's service. A CLEC must, however, provide proof of authorization upon request.

H. Unauthorized Transfer of Customer. If an unauthorized change in local service provider occurs, BellSouth will reestablish service with the appropriate local service provider as requested by the end user and will assess the party responsible for initiating the change a Change Charge of $19.41 per line or trunk for Residence or Business. The appropriate nonrecurring charges to reestablish the customer's service with the appropriate local service provider will also be assessed to the party responsible for the unauthorized change.

I. Primary Interexchange Carrier Selection. Primary interexchange carrier selection orders may be processed by BellSouth and the end user's local service provider. BellSouth will implement requests from CLECs and interexchange carriers to change an end user's primary interexchange carrier.

J. Notice of Changes Affecting Resold Services. BellSouth provides CLECs reselling BellSouth retail services with thirty (30) days notice of changes to resold services or notice concurrent with BellSouth's internal notification process, whichever is earlier.

K. Customer of Record. The CLEC will be the customer of record for all retail services purchased from BellSouth. Except as specified in this Statement, BellSouth will take orders from, bill and expect payment from the CLEC for all services.

L. Single Point of Contact. The CLEC will be BellSouth's single point of contact for all retail services purchased, including all ordering activities and repair calls. For all repair requests, the CLEC must adhere to BellSouth's prescreening guidelines prior to referring troubles to BellSouth. BellSouth may bill the CLEC for troubles that are found not to be in the BellSouth network. BellSouth will have no other contact with CLEC end users, except as provided herein.

M. Detailed Guidelines for Ordering, Provisioning and Billing. Detailed guidelines for ordering, provisioning and billing of resold services are contained in the CLEC Ordering Guide. See Section XV.

N. Resale of Transmitted Telephone Number Information. Telephone numbers transmitted via any resold service feature are intended solely for the use of the end user of the feature. Resale of this information is prohibited.

O. Maintenance of BellSouth Facilities and Equipment. BellSouth facilities and equipment used to provide CLEC-resold services will be maintained by BellSouth. A CLEC or its end users may not rearrange, move, disconnect or attempt to repair any BellSouth facilities or equipment, other than by connection or disconnection to any interface means used, without the written consent of BellSouth.

P. Billing and Collection. This Statement does not provide for billing and collection services. CLEC requests for billing and collection services should be referred to the appropriate entity or operations group within BellSouth.

Q. Discontinuing CLEC End User Service. BellSouth will discontinue service provided to CLEC resale end user customers as follows:

1. Where possible, BellSouth will deny service to a CLEC's end user on behalf of, and at the request of, the CLEC. Upon restoration of the end

user's service, restoral charges will apply and will be the responsibility of the CLEC.

2. At the request of a CLEC, BellSouth will disconnect a CLEC end user customer.

3. CLEC requests for denial or disconnection of an end user for nonpayment must be in writing.

4. A CLEC is solely responsible for notifying the end user of the proposed service disconnection.

5. BellSouth will continue to process calls made to the Annoyance Call Center and will advise a CLEC when it is determined that annoyance calls are originated from one of their end user's locations. BellSouth shall be indemnified, defended and held harmless by the CLEC and/or the end user against any claim, loss or damage arising from providing this information to the CLEC. It is the responsibility of the CLEC to take the corrective action necessary with its customers who make annoying calls. Failure to do so will result in BellSouth's disconnecting the end user's service.

R. Discontinuing Service to a CLEC. The procedures for discontinuing service to a CLEC are as follows:

1. BellSouth reserves the right to suspend or terminate service for nonpayment or in the event of prohibited, unlawful or improper use of BellSouth facilities or service or any other violation or noncompliance by a CLEC of the rules and regulations contained in BellSouth's tariffs.

2. If payment of account is not received by the bill day in the month after the original bill day, BellSouth may provide written notice to the CLEC that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. If BellSouth does not refuse additional applications for service on the date specified in the notice and the CLEC's noncompliance continues, nothing contained herein shall preclude BellSouth's right to refuse additional applications for service without further notice.

3. If payment of the account is not received or arrangements made by the bill day in the second consecutive month, the account will be considered in default and will be subject to denial or disconnection, or both.

4. If the CLEC fails to comply with the provisions of this Statement, including any payments to be made by it on the dates and times specified, BellSouth may, on thirty days written notice to the person designated by the CLEC to receive notices of noncompliance, discontinue the provision of existing services to the CLEC at any time thereafter. In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due. If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice and the CLEC's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to the CLEC without further notice.

5. If payment is not received or arrangements made for payment by the date given in the written notification, the CLEC's services will be discontinued. Upon discontinuance of service on a CLEC's account, service to the CLEC's end users will be denied. BellSouth will reestablish service at the request of the end user or the CLEC upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures.

6. If within fifteen days after an end user's service has been denied no contact has been made in reference to restoring service, the end user's service will be disconnected.

S. Deposits. BellSouth may require a CLEC to make a deposit when purchasing services for resale purposes to be held by BellSouth as a guarantee of the payment of rates and charges. Any such deposit may be held during the continuance of the service and may not exceed two month's estimated billing. The fact that a deposit has been made in no way relieves the CLEC from the prompt payment of bills on presentation, nor does it constitute a waiver or modification of the regular practices of BellSouth providing for the discontinuance of service for non-payment of any sums due BellSouth. In the event that a CLEC defaults on its account, service to the CLEC will be terminated and any deposits held will be applied to its account. In the case of a cash deposit, interest at a Commission approved rate for deposits shall be paid to the CLEC during the continuance of the deposit. Interest on a deposit shall accrue annually and, if requested, shall be annually credited to the CLEC by the accrual date.

XV. Ordering Guide and Collocation Handbook

A. Ordering Guide and Collocation Handbook. BellSouth provides detailed administrative information and procedures for ordering facilities and services under this Statement in two manuals. The day-to-day administrative information and procedures set out in these manuals are intended to ensure that CLECs understand how to order BellSouth unbundled network elements, resale services and other facilities and services set out in this Statement on a day-to-day basis. The manuals will be up-dated to conform

to CLEC needs, systems developments and changes to and improvements in administrative procedures upon reasonable notice to the Authority and the parties utilizing this Statement. Changes to the manuals will not affect BellSouth's commitments, set out in this Statement, to treat CLECs in a non-discriminatory manner. CLECs that wish to cement in place a particular administrative approach set out in a manual may pursue that request under the bona fide request process.

1. CLEC Ordering Guide. This manual sets out current order forms, ordering procedures and processes, contact names and other information to assist in ordering interconnection, facilities and resale services from BellSouth.

2. Handbook for Collocation. This manual sets out current processes and procedures, contact names and other information to assist in ordering collocation arrangements from BellSouth.

XVI. Performance Measures

A. Performance Measures. BellSouth provides CLECs with various performance measures as set out in Attachment I. Each category includes measures that focus on timeliness, accuracy and quality. These measures provide CLECs information and performance targets that provide one method for CLECs to evaluate BellSouth's performance in delivering unbundled network elements and other facilities and services ordered under this Statement. Attachment I makes performance measures and underlying information reports available in five areas: (1) Provisioning; (2) Maintenance; (3) Billing (Data Usage and Data Carrier); (4) Databases, and (5) Account Maintenance.

B. Additional Measures. Additional performance measures and reports may be developed through the bona fide request process described in Attachment B.

XVII. Network Design and Management (47 U.S.C. § 251(c)(5))

A. Network Management and Changes. BellSouth will work cooperatively with a CLEC to install and maintain reliable interconnected telecommunications networks, including but not limited to, maintenance contact numbers and escalation procedures. BellSouth agrees to provide public notice of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.

B. Interconnection Standards. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria.

C. Network Management Controls. BellSouth will work cooperatively with a CLEC to apply sound network management principles by invoking appropriate network management controls, *e.g.*, call gapping, to alleviate or prevent network congestion.

D. Common Channel Signaling. BellSouth will provide LEC-to-LEC Common Channel Signaling ("CCS") to a CLEC, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All CCS signaling parameters will be provided, including automatic number identification ("ANI"), originating line information ("OLI") calling company category, charge number, etc. All privacy indicators will be honored, and BellSouth will cooperate with a CLEC on the exchange of Transactional Capabilities Application Part ("TCAP") messages to facilitate full interoperability of CCS-based features between the respective networks.

E. Network Expansion. For network expansion, BellSouth will review engineering requirements with each CLEC on a quarterly basis and establish forecasts for trunk utilization. New trunk groups will be implemented as stated by engineering requirements for both parties.

F. Call Information. BellSouth will provide a CLEC with the proper call information, *i.e.,* originated call company number and destination call company number, CIC, and OZZ, including all proper translations for routing between networks and any information necessary for billing where BellSouth provides recording capabilities. The exchange of information is required to enable each company to bill properly.

XVIII. Taxes

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

B. Taxes and Fees Imposed Directly On Either Seller or Purchaser.

1. Taxes and fees imposed on the providing party, which are not permitted or required to be passed on by the providing party to its customer, shall be borne and paid by the providing party.

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

C. Taxes and Fees Imposed on Purchaser But Collected And Remitted By Seller.

1. Taxes and fees imposed on the purchasing party shall be borne by the purchasing party, even it the obligation to collect and/or remit such taxes or fees is placed on the providing party.

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

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

4. In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing party during the pendency of such contest, the purchasing party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

5. If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing party shall pay such additional amount, including any interest and penalties thereon.

6. Notwithstanding any provision to the contrary, the purchasing party shall protect, indemnify and hold harmless (and defend at the purchasing party's expense) the providing party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing party in connection with any claim for or contest of any such tax or fee.

7. Each party shall notify the other party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days

prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

D. Taxes and Fees Imposed on Seller But Passed On To Purchaser.

1. Taxes and fees imposed on the providing party, which are permitted or required to be passed on by the providing party to its customer, shall be borne by the purchasing party.

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

3. If the purchasing party disagrees with the providing party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee, the Parties shall consult with respect to the imposition of such tax or fee. Notwithstanding the foregoing, the providing party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing party shall abide by such determination and pay such taxes or fees to the providing party. The providing party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes and fees; provided, however, that any such contest undertaken at the request of the purchasing party shall be at the purchasing party's expense.

4. In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing party during the pendency of such contest, the purchasing party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

5. If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing party shall pay such additional amount, including any interest and penalties thereon.

6. Notwithstanding any provision to the contrary, the purchasing party shall protect indemnify and hold harmless (and defend at the purchasing party's expense) the providing party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing party in connection with any claim for or contest of any such tax or fee.

7. Each party shall notify the other party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

E. Mutual Cooperation.

In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

XIX. Auditing Procedures

A. Audits. On thirty (30) days written notice, each company must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. BellSouth and the CLEC shall retain records of call detail for a minimum of nine months from which a PLU can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the company being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditory paid for by the company requesting the audit. The PLU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, to the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit. If, as a result of an audit, either company is found to have overstated the PLU by twenty percentage points (20%) or more, that company shall reimburse the auditing company for the cost of the audit.

B. Percentage Interstate Usage. For combined interstate and intrastate CLEC traffic terminated by BellSouth over the same facilities as provided under this Statement, a CLEC will be required to provide a projected Percentage Interstate Usage ("PIU")[3] to BellSouth. All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in BellSouth's Intrastate Access Services Tariff will apply to the CLEC. After interstate and intrastate traffic percentages have been determined by use of

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

PIU procedures, the PLU factor will be used for application and billing of local interconnection and intrastate toll access charges.

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

XX. Liability and Indemnification

A. BellSouth Liability. BellSouth shall take financial responsibility for its own actions in causing, or its lack of action in preventing, unbillable or uncollectible CLEC revenues.

B. Liability for Acts or Omissions of Third Parties. Neither BellSouth nor a CLEC shall be liable for any act or omission of another telecommunications company providing a portion of the services provided under this Statement.

C. Mutual Limitation of Liability. BellSouth and a CLEC shall limit the liability of each other to the customers of the other to the greatest extent permissible by law. Each company is required to include in its local switched service tariff if it files one, or in an appropriate document that is binding on its customers if it does not file a local service tariff, a limitation of liability for damages by its customers that covers each company as a provider of a portion of an end user service to the same extent as each company limits its own liability to its customers.

D. No Liability for Certain Damage. Neither BellSouth nor a CLEC shall be liable for damages to the other's terminal location, POI or other company's customers' premises resulting from the furnishing of a service, including, but not limited to, the installation and removal of equipment or associated wiring, except to the extent caused by a company's negligence or willful misconduct or by a company's failure to properly ground a local loop after disconnection.

E. Indemnification for Certain Claims. BellSouth and a CLEC providing services, their affiliates and their parent company, shall be indemnified, defended and held harmless by each other against any claim, loss or damage arising from the receiving company's use of the services provided under this Statement pertaining to (1) claims for libel, slander, invasion of privacy or copyright infringement arising from the content of the receiving company's own communications, or (2) any claim, loss or damage claimed

by the other company's customer arising from one company's use or reliance on the other company's services, actions, duties, or obligations arising out of this Statement.

F. No liability for Certain Inaccurate Data. Neither BellSouth nor a CLEC assumes any liability for the accuracy of data provided by one company to the other and each company agrees to indemnify and hold harmless the other for any claim, action, cause of action, damage, or injury that might result from the supply of inaccurate data in conjunction with the provision of any service provided pursuant to this Statement.

XXI. Intellectual Property Rights and Indemnification

A. No License. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Statement. A CLEC is strictly prohibited from any use, including but not limited to in sales, in marketing or advertising of telecommunications services, of any BellSouth name, service mark or trademark.

B. Ownership of Intellectual Property. Any intellectual property which originates from or is developed by a party shall remain in the exclusive ownership of that party. Except for a limited license to use patents or copyrights to the extent necessary for the parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a party, is granted to the other party or shall be implied or arise by estoppel. It is the responsibility of each party to ensure at no additional cost to the other party that it has obtained any necessary licenses in relation to intellectual property of third parties used in its network that may be required to enable the other party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement.

C. Indemnification. The party providing a service pursuant to this Agreement will defend the party receiving such service or data provided as a result of such service against claims of infringement arising solely from the use by the receiving party of such service and will indemnify the receiving party for any damages awarded based solely on such claims in accordance with Section 11 of this Agreement.

D. Claim of Infringement. In the event that use of any facilities or equipment (including software), becomes or, in reasonable judgment of the party who owns the affected network is likely to become the subject of a claim, action, suit, or proceeding based on intellectual property infringement, then said party shall promptly and at its sole expense, but subject to the limitations of liability set forth below:

(i) modify or replace the applicable facilities or equipment (including software) while maintaining form and function, or (ii) obtain a license sufficient to allow such use to continue. In the event (i) or (ii) are commercially

unreasonable, then said party may, (iii) terminate, upon reasonable notice, this contract with respect to use of, or services provided through use of, the affected facilities or equipment (including software), but solely to the extent required to avoid the infringement claim.

E. Exception to Obligations. Neither party's obligations under this Section shall apply to the extent the infringement is caused by: (i) modification of the facilities or equipment (including software) by the indemnitee; (ii) use by the indemnitee of the facilities or equipment (including software) in combination with equipment or facilities (including software) not provided or authorized by the indemnitor provided the facilities or equipment (including software) would not be infringing if used alone; (iii) conformance to specifications of the indemnitee which would necessarily result in infringement; or (iv) continued use by the indemnitee of the affected facilities or equipment (including software) after being placed on notice to discontinue use as set forth herein.

F. Exclusive Remedy. The foregoing shall constitute the parties' sole and exclusive remedies and obligations with respect to a third party claim of intellectual property infringement arising out of the conduct of business under this agreement.

XXII. Treatment of Proprietary and Confidential Information

A. Confidential Information. It may be necessary for BellSouth and a CLEC to provide each other with certain confidential information, including trade secret information, including but not limited to, technical and business plans, technical information, proposals, specifications, drawings, procedures, customer account data, call detail records and like information (hereinafter collectively referred to as "Information"). All Information shall be in writing or other tangible form and clearly marked with a confidential, private or proprietary legend and that the Information will be returned to the owner within a reasonable time. The Information shall not be copied or reproduced in any form. BellSouth and the CLEC shall receive such Information and not disclose such Information. BellSouth and the CLEC shall protect the Information received from distribution, disclosure or dissemination to anyone except employees of BellSouth and the CLEC with a need to know such Information and which employees agree to be bound by the terms of this Section. BellSouth and the CLEC will use the same standard of care to protect Information received as they would use to protect their own confidential and proprietary Information.

B. Exception to Obligation. Notwithstanding the foregoing, there will be no obligation on BellSouth or the CLEC to protect any portion of the Information that is: (1) made publicly available by the owner of the Information or lawfully disclosed by a party other than BellSouth or the CLEC; (2) lawfully obtained from any source other than the owner of the Information; or (3) previously known to the receiving company without an obligation to keep it confidential.

XXIII. Notices

A. Notices in Writing. Every notice, consent, approval, or other communications required or contemplated by this Statement shall be in writing and shall be delivered in person or given by postage prepaid mail to such address as the intended recipient previously shall have designated by written notice to the other party.

B. Certified Mail. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Statement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mail.

Tennessee Rate List

Attachment A

Statement of Generally Available Terms and Conditions

LIST ITEM	RATE ELEMENT	PROPOSED RATES *				
		NON RECURRING				RECURRING
		ELECTRONIC		MANUAL		
		First	Add'l	First	Add'l	
4	**UNBUNDLED LOCAL LOOP**					
	2-WIRE VOICE GRADE LOOP					
	2-Wire - Service Level 1	75.17	48.55	115.77	60.03	23.21
	2-Wire - Service Level 2	183.78	134.02	224.38	145.50	26.81
	2-Wire Voice Grade Loop - Service Level 1 - Manual Order Coordination	62.64	62.64	62.64	62.64	N/A
	2-Wire Voice Grade Loop - Service Level 1- Order Coordination For Specified Conversion Time	45.76	N/A	45.76	N/A	N/A
	2-Wire Voice Grade Loop - Service Level 2 - Order Coordination For Specified Conversion Time	45.76	N/A	45.76	N/A	N/A
	SUB-LOOP 2-WIRE					
	Loop Distribution Per Voice Grade Loop (incl. NID)	390.17	293.26	430.77	304.74	13.10
	Loop Concentration - Channelization System - Outside C.O.	1184.00	468.85	1224.02	480.33	382.68
	Loop Concentration Remote Terminal Cabinet - Outside C.O. *(Note 1)*	ICB	ICB	ICB	ICB	ICB
	Loop Concentration - Remote Channel Interface - Outside C.O.	N/A	N/A	18.89	18.84	1.02
	NID Terminates 2-Wire Loop	5.48	5.48	46.08	16.96	1.45
	Sub-Loop Distribution - Order Coordination for Specified Conversion Time	45.76	N/A	45.76	N/A	N/A
	LOOP CHANNELIZATION AND CO INTERFACE (INSIDE CO)					
	Loop Channelization System - Digital Loop Carrier	433.98	106.03	474.00	117.51	358.70
	CO Channel Interface - Voice Grade	35.95	35.71	35.95	35.71	1.03
	4-WIRE VOICE GRADE LOOP					
	Voice Grade Loop	390.96	293.45	431.24	304.93	37.12
	NID Terminates 4-Wire Loop	5.42	5.42	45.70	16.90	1.59
	Voice Grade Loop - Order Coordination for Specified Conversion Time	45.76	N/A	45.76	N/A	N/A
	2-WIRE ISDN DIGITAL GRADE LOOP					
	ISDN Digital Grade	431.02	308.62	471.62	320.10	30.86
	NID Terminates 2-Wire Loop	5.48	5.48	46.08	16.96	1.45
	ISDN Loop - Order Coordination for Specified Conversion Time	45.76	N/A	45.76	N/A	N/A
	2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) LOOP					
	ADSL Compatible Loop	610.28	516.13	650.88	527.61	19.57
	NID Terminates 2-Wire Loop	5.48	5.48	46.08	16.96	1.45
	ADSL Loop - Order Coordination for Specified Conversion Time	45.76	N/A	45.76	N/A	N/A
	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) LOOP					
	HDSL Compatible Loop	610.28	516.13	650.88	527.61	14.27
	NID Terminates 2-Wire Loop	5.48	5.48	46.08	16.96	1.45

* Rates are those submitted by BellSouth in Dkt. 97-01262. BellSouth recognizes that the TRA has not approved those prices. Any changes made by the TRA to the rates will also be made in BellSouth's Statement.

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		First	Add'l	First	Add'l	
	HDSL Loop - Order Coordination for Specified Conversion Time	45.76	N/A	45.76	N/A	N/A
	4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) LOOP					
	HDSL Compatible Loop	634.95	541.77	675.23	553.25	18.99
	NID Terminates 4-Wire Loop	5.42	5.42	45.70	16.90	1.59
	HDSL Loop - Order Coordination for Specified Conversion Time	45.76	N/A	45.76	N/A	N/A
	4-WIRE DS1 DIGITAL LOOP					
	DS1 Digital Loop	726.27	429.37	766.29	440.85	72.78
	4-Wire DS1 Loop - Order Coordination for Specified Conversion Time	48.91	N/A	48.91	N/A	N/A
	4-WIRE 56 OR 64 KBPS DIGITAL GRADE LOOP					
	56 or 64 Kbps Digital Grade Loop	612.38	401.20	652.66	412.68	44.78
	NID Terminates 4-Wire Loop	5.42	5.42	45.70	16.90	1.59
	56 or 64 Kbps Digital Grade Loop - Order Coordination for Specified Conversion Time	45.76	N/A	45.76	N/A	N/A
6	**UNBUNDLED LOCAL EXCHANGE PORTS AND FEATURES**					
	EXCHANGE PORTS					
	Exchange Ports - 2-Wire Line Port (Res., Bus.)	29.29	29.29	69.94	40.77	2.53
	Exchange Ports - 4-Wire Line Port	28.82	28.82	68.33	40.30	10.10
	Exchange Ports - 2-Wire DID Port	96.48	96.48	137.13	107.96	14.51
	Exchange Ports - 4-Wire DID Port (Exchange Ports - DS-1 DID Port)	130.94	83.98	171.59	95.46	157.64
	Exchange Ports - 2-Wire ISDN Port	70.22	70.22	134.25	134.25	25.37
	Exchange Ports - 4-Wire ISDN DS1 Port	287.87	287.87	346.16	346.16	212.49
	Exchange Ports - 2-Wire Line Port (PBX)	28.82	28.82	68.33	40.30	2.53
	Exchange Ports - Coin Port	29.09	29.09	69.24	40.57	2.89
	FEATURES					
	Three-Way Calling	1.52	N/A	1.52	N/A	1.28
	Customer Changeable Speed Calling	1.52	N/A	1.52	N/A	0.11
	Call Waiting	1.52	N/A	1.52	N/A	0.05
	Remote Activation of Call Forwarding	1.52	N/A	1.52	N/A	0.21
	Cancel Call Waiting	1.52	N/A	1.52	N/A	0.01
	Automatic Callback	1.52	N/A	1.52	N/A	0.95
	Automatic Recall	1.52	N/A	1.52	N/A	0.32
	Calling Number Delivery	1.52	N/A	1.52	N/A	0.29
	Calling Number Delivery Blocking	1.52	N/A	1.52	N/A	0.06
	Customer Originated Trace	1.52	N/A	1.52	N/A	0.16
	Selective Call Rejection	1.52	N/A	1.52	N/A	0.15
	Selective Call Forwarding	1.52	N/A	1.52	N/A	0.08
	Selective Call Acceptance	1.52	N/A	1.52	N/A	0.34

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		First	Add'l	First	Add'l	
	Multiline Hunt Service (Rotary) Service Per Line (in addition to port)	1.52	N/A	1.52	N/A	0.14
	Call Forwarding Variable	1.52	N/A	1.52	N/A	0.07
	Call Forwarding Busy Line	1.52	N/A	1.52	N/A	0.05
	Call Forwarding Don't Answer All Calls	1.52	N/A	1.52	N/A	0.05
	Remote Call Forwarding	1.52	N/A	1.52	N/A	1.38
	Call Transfer	1.52	N/A	1.52	N/A	0.14
	Call Hold	1.52	N/A	1.52	N/A	0.12
	Toll Restricted Service	1.52	N/A	1.52	N/A	0.06
	Message Waiting Indicator - Stutter Dial Tone	1.52	N/A	1.52	N/A	0.03
	Anonymous Call Rejection	1.52	N/A	1.52	N/A	1.19
	Shared Call Appearances of a DN	1.48	N/A	1.48	N/A	0.46
	Multiple Call Appearances	1.48	N/A	1.48	N/A	0.10
	ISDN Bridged Call Exclusion	1.48	N/A	1.48	N/A	0.00
	Call by Call Access	33.54	N/A	33.54	N/A	30.27
	Privacy Release	1.52	N/A	1.52	N/A	0.00
	Multi Appearance Directory Number Calls	1.52	N/A	1.52	N/A	0.12
	Make Set Busy	1.52	N/A	1.52	N/A	0.00
	Teen Service (Res. Dist. Alerting Service)	1.52	N/A	1.52	N/A	0.17
	Code Restriction and Diversion	1.52	N/A	1.52	N/A	0.06
	Call Park	1.52	N/A	1.52	N/A	0.06
	Automatic Line	1.52	N/A	1.52	N/A	0.12
	ISDN Message Waiting Indication - Lamp	1.48	N/A	1.48	N/A	0.01
	ISDN Feature Function Buttons	1.52	N/A	1.52	N/A	0.00
	Subsequent Ordering Charge	5.48	0.96	7.39	0.96	0.00
	ADDITIONAL PORT OFFERINGS (See page 2 for other ports)					
	Exchange Port - 2-wire analog port with all available features included	65.77	65.77	106.42	77.25	8.62
	Exchange Port - 2-wire analog port with three features included	33.85	33.85	74.50	45.33	5.95
	Exchange Port - 4-wire analog port with three features included	33.38	33.38	72.89	44.86	13.52
	Exchange Port - 2-wire ISDN port with three features included	74.74	74.74	138.77	138.77	28.06
1, 6, 13	**UNBUNDLED SWITCHING AND LOCAL INTERCONNECTION**					
	END OFFICE SWITCHING					
	End Office Switching Function, Per MOU	N/A	N/A	N/A	N/A	0.00228
	TANDEM SWITCHING					
	Tandem Switching Function Per MOU	N/A	N/A	N/A	N/A	0.00101
	Tandem Intermediary Charge *(Note 2)*	N/A	N/A	N/A	N/A	0.002
1, 5, 13	**UNBUNDLED TRANSPORT AND LOCAL INTEROFFICE TRANSPORT**					
	COMMON TRANSPORT					

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		ELECTRONIC		MANUAL		
		First	Add'l	First	Add'l	
	Common Transport - Per Mile, Per MOU	N/A	N/A	N/A	N/A	0.00001
	Common Transport - Facilities Termination Per MOU	N/A	N/A	N/A	N/A	0.00045
	INTEROFFICE TRANSPORT (IO) - DEDICATED - VOICE GRADE					
	Interoffice Transport - 2-Wire Voice Grade - Per Mile	N/A	N/A	N/A	N/A	0.0213
	Interoffice Transport - 2-Wire Voice Grade - Facility Termination Per Month	141.49	55.81	177.34	91.66	20.94
	INTEROFFICE TRANSPORT - DEDICATED - DS0 -56/64 KBPS					
	Interoffice Transport - DS0 - Per mile	N/A	N/A	N/A	N/A	0.0213
	Interoffice Transport - DS0 - Facility Termination	141.49	55.81	177.34	91.66	20.24
	INTEROFFICE TRANSPORT - DEDICATED DS1					
	Interoffice Transport - DS1 - Per mile	N/A	N/A	N/A	N/A	0.435
	Interoffice Transport - DS1 - Facility Termination	221.92	167.88	257.77	203.73	89.84
1, 13	**LOCAL CHANNEL - DEDICATED**					
	Local Channel - 2-Wire Voice Grade	562.37	93.31	602.38	104.79	17.18
	Local Channel - 4-Wire Voice Grade	570.90	96.32	610.91	107.80	18.40
	Local Channel - DS1	543.62	470.99	628.15	470.99	45.55
5, 6	**LOCAL USAGE**					
	Intraoffice, per MOU *(Note 3)*	N/A	N/A	N/A	N/A	0.00204
	Interoffice (assumes 5 miles of transport), per MOU *(Note 3)*	N/A	N/A	N/A	N/A	0.00565
1, 13	**LOCAL INTERCONNECTION**					
	End Office Connection, per MOU *(Note 3)*	N/A	N/A	N/A	N/A	0.00228
	Tandem Connection (assumes 5 miles of transport), per MOU *(Note 3)*	N/A	N/A	N/A	N/A	0.0038
	Multi-tandem connection, per MOU	Variable *(Note 4)*				
10	**SIGNALING NETWORKS, DATABASES, & SERVICE MANAGEMENT SYSTEMS**					
	800/888 ACCESS TEN DIGIT SCREENING					
	800 Access Ten Digit Screening, Per Call	N/A	N/A	N/A	N/A	0.0005
	800 Access Ten Digit Screening, Reservation Charge Per 800 Number Reserved	8.54	0.96	34.38	0.96	N/A
	800 Access Ten Digit Screening, Per 800 Number Est. w/o POTS Translations	26.66	2.75	65.91	2.75	N/A
	800 Access Ten Digit Screening, Per 800 Number Est. With POTS Translations	26.66	2.75	65.91	2.75	N/A
	800 Access Ten Digit Screening, Customized Area of Service Per 800 Number	5.67	2.83	5.67	2.83	N/A
	800 Access Ten Digit Screening, Multiple InterLATA CXR Routing Per CXR Requested Per 800 Number	6.63	3.80	6.63	3.80	N/A
	800 Access Ten Digit Screening, Change Charge Per Request	9.50	0.96	35.34	0.96	N/A
	800 Access Ten Digit Screening, Call Handling and Destination Features	5.67	N/A	5.67	N/A	N/A

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Attachment A

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		NON RECURRING				RECURRING
		ELECTRONIC		MANUAL		
		First	Add'l	First	Add'l	
	LINE INFORMATION DATABASE ACCESS (LIDB)					
	LIDB Common Transport Per Query	N/A	N/A	N/A	N/A	0.00004
	LIDB Validation Per Query	N/A	N/A	N/A	N/A	0.0136
	LIDB Originating Point Code Establishment or Change	64.09	N/A	89.93	N/A	N/A
	CCS7 SIGNALING TRANSPORT (STP)					
	CCS7 Signaling Connection , Per 56Kbps Facility	282.64	N/A	321.89	N/A	20.86
	CCS7 Signaling Termination, Per STP Port	N/A	N/A	N/A	N/A	173.02
	CCS7 Signaling Usage, Per Call Setup Message	N/A	N/A	N/A	N/A	0.00005
	CCS7 Signaling Usage, Per TCAP Message	N/A	N/A	N/A	N/A	0.0001
	CCS7 Signaling Usage Surrogate, Per 56Kbps Facility, Per LATA Per Month	N/A	N/A	N/A	N/A	432.43
2	OPERATIONS SUPPORT SYSTEMS (OSS)					
	OSS Interactive Ordering and Trouble Maintenance, Establishment, per user	100.00	N/A	N/A	N/A	50.00
	Recovery of Incremental OSS Costs, Per Electronic Order *(Note 5)*	10.80	N/A	N/A	N/A	N/A
	OSS OLEC Daily Usage File: Recording, Per Message	N/A	N/A	N/A	N/A	0.0002
	OSS OLEC Daily Usage File: Message Distribution, Per Message	N/A	N/A	N/A	N/A	0.0033
	OSS OLEC Daily Usage File: Message Distribution, Per Magnetic Tape Provisioned	N/A	N/A	N/A	N/A	55.01
	OSS OLEC Daily Usage File: Data Transmission (connect:direct), Per Message	N/A	N/A	N/A	N/A	0.00004
7	OPERATOR SERVICES AND DIRECTORY ASSISTANCE					
	OPERATOR CALL PROCESSING					
	Operator Call Processing - Oper. Provided Cost Per Min. - Using BST LIDB	N/A	N/A	N/A	N/A	1.21
	Operator Call Processing - Oper. Provided Cost Per Min. - Using Foreign LIDB	N/A	N/A	N/A	N/A	1.25
	Operator Call Processing - Fully Automated Cost Per Call - Using BST LIDB	N/A	N/A	N/A	N/A	0.10
	Operator Call Processing - Fully Automated Cost Per Call - Using Foreign LIDB	N/A	N/A	N/A	N/A	0.12
	Loading Expense Per Announcement For Branded Announcement	N/A	N/A	253.46	253.46	N/A
	Recording Expense Per Announcement For Branded Announcement	N/A	N/A	1652.00	1649.00	N/A
	INWARD OPERATOR SERVICES					
	Inward Operator Services - Verification, Per Minute	N/A	N/A	N/A	N/A	1.16
	Inward Operator Services - Verification and Emergency Interrupt, Per Minute	N/A	N/A	N/A	N/A	1.16
	DIRECTORY ASSISTANCE CALL COMPLETION ACCESS SERVICE (DACC)					
	Directory Assistance Call Completion Access Service (DACC), Per Call Attempt	N/A	N/A	N/A	N/A	0.036
	NUMBER SERVICES INTERCEPT ACCESS SERVICE					
	Number Services Intercept Per Query	N/A	N/A	N/A	N/A	0.02
	DIRECTORY ASSISTANCE ACCESS SERVICE					
	Directory Assistance Access Service Calls, Cost Per Call	N/A	N/A	N/A	N/A	0.26

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		ELECTRONIC		MANUAL		
		First	Add'l	First	Add'l	
	Loading Expense Per announcement For Branded Announcement	N/A	N/A	253.46	253.46	N/A
	Recording Expense Per Announcement For Branded Announcement	N/A	N/A	1652.00	1649.00	N/A
5	**DIRECTORY TRANSPORT**					
	Directory Transport - Local Channel DS1	543.92	470.99	628.45	470.99	45.55
	Directory Transport DS1 Level Interoffice Per Mile	N/A	N/A	N/A	N/A	0.44
	Directory Transport DS1 Level Interoffice Per Facility Termination	221.92	167.88	257.77	203.73	89.84
	Switched Common Transport Per DA Access Service Per Call	N/A	N/A	N/A	N/A	0.0003
	Switched Common Transport Per DA Access Service Per Call Per Mile	N/A	N/A	N/A	N/A	0.00002
	Access Tandem Switching Per DA Access Service Per Call	N/A	N/A	N/A	N/A	0.0022
	Directory Transport - DA Interconnection Per DA Service Call	N/A	N/A	N/A	N/A	0.00
	Directory Transport - Installation NRC, Per Trunk or Signaling Connection	N/A	N/A	410.11	11.08	N/A
7	**DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)**					
	Directory Assistance Data Base Service Cost Per Listing	N/A	N/A	N/A	N/A	0.0444
	Directory Assistance Data Base Service, Monthly Recurring Cost	N/A	N/A	N/A	N/A	128.14
	DIRECT ACCESS TO DIRECTORY ASSISTANCE					
	Direct Access To Directory Assistance Service, Per Month	N/A	N/A	N/A	N/A	7033.00
	Direct Access To Directory Assistance Service, Per Query	N/A	N/A	N/A	N/A	0.0474
	Direct Access To Directory Assistance Service, Service Establishment Charge	N/A	N/A	1181.00	N/A	N/A
10	**CUSTOMIZED ROUTING (OR SELECTIVE ROUTING)**					
	Customized Routing Per Unique Line Class Code Per Request Per Switch	229.61	N/A	255.45	N/A	N/A
2	**COLLOCATION**					
	PHYSICAL COLLOCATION					
	Physical Collocation - Application Cost	N/A	N/A	7091.00	N/A	N/A
	Physical Collocation - Space Preparation *(Note 1)*	ICB	ICB	ICB	ICB	ICB
	Physical Collocation - Space Construction Cost Per First 100 Sq. Ft.	N/A	N/A	N/A	N/A	145.19
	Physical Collocation - Space Construction Cost Per Add'l 50 Sq. Ft.	N/A	N/A	N/A	N/A	16.84
	Physical Collocation - Cable Installation Cost Per Cable	N/A	N/A	2371.00	N/A	N/A
	Physical Collocation - Floor Space, Per Sq. Ft. - zone A or zone B	N/A	N/A	N/A	N/A	4.10
	Physical Collocation - Cable Support Structure, Per Entrance Cable	N/A	N/A	N/A	N/A	23.86
	Physical Collocation - Power, Per Ampere	N/A	N/A	N/A	N/A	7.52
	Physical Collocation - 2-Wire Cross Connects	42.88	40.30	46.95	44.37	0.36
	Physical Collocation - 4-Wire Cross Connects	42.94	40.26	46.98	44.30	0.72
	Physical Collocation - DS1 Cross Connects	72.41	52.23	76.42	56.24	2.66
	Physical Collocation - DS3 Cross Connects	71.21	50.58	75.22	54.59	48.62
	Physical Collocation - 2-Wire POT Bay	N/A	N/A	N/A	N/A	0.11
	Physical Collocation - 4-Wire POT Bay	N/A	N/A	N/A	N/A	0.22

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		ELECTRONIC		MANUAL		
		First	Add'l	First	Add'l	
	Physical Collocation - DS1 POT Bay	N/A	N/A	N/A	N/A	0.89
	Physical Collocation - DS3 POT Bay	N/A	N/A	N/A	N/A	5.58
	Physical Collocation - Security Escort - Basic, Per Half Hour	N/A	N/A	43.28	25.71	N/A
	Physical Collocation - Security Escort- Overtime, Per Half Hour	N/A	N/A	55.00	32.65	N/A
	Physical Collocation - Security Escort - Premium, Per Half Hour	N/A	N/A	66.72	39.59	N/A
	VIRTUAL COLLOCATION					
	Application Cost *(Note 6)*	N/A	N/A	2848.30	N/A	N/A
	Cable Installation Cost Per Cable *(Note 6)*	N/A	N/A	2750.00	N/A	N/A
	Floor Space Per Square Foot *(Note 6)*	N/A	N/A	N/A	N/A	3.20
	Floor Space Power, Per Ampere *(Note 6)*	N/A	N/A	N/A	N/A	3.48
	Cable Support Structure, Per Entrance Cable *(Note 6)*	N/A	N/A	N/A	N/A	13.35
	2-Wire Cross Connects	42.88	40.30	46.95	44.37	0.10
	4-Wire Cross Connects	42.94	40.26	46.98	44.30	0.20
	DS1 Cross Connects *(Note 6)*	N/A	N/A	155.00	14.00	7.50
	DS3 Cross Connects *(Note 6)*	N/A	N/A	151.00	11.83	56.25
	Security Escort - Basic, Per Half Hour *(Note 6)*	N/A	N/A	41.00	25.00	N/A
	Security Escort - Overtime, Per Half Hour *(Note 6)*	N/A	N/A	48.00	30.00	N/A
	Security Escort - Premium, Per Half Hour *(Note 6)*	N/A	N/A	55.00	35.00	N/A
11	SERVICE PROVIDER NUMBER PORTABILITY (INTERIM)					
	SERVICE PROVIDER NUMBER PORTABILITY - REMOTE CALL FORWARDING					
	RCF, Per Number Ported - Residential or Business	0.71	N/A	0.71	N/A	2.19
	RCF, Per Additional Path	N/A	N/A	N/A	N/A	0.32
	RCF, Per Service Order, Per Location	5.52	5.52	46.37	46.37	N/A
	SERVICE PROVIDER NUMBER PORTABILITY - DID					
	DID, Per Number Ported, Residence	2.27	N/A	2.27	N/A	N/A
	DID, Per Number Ported, Business	2.27	N/A	2.27	N/A	N/A
	DID, Per Service Order, Per Location	5.52	5.52	46.37	46.37	N/A
	DID, Per Trunk Termination, Initial	219.30	N/A	219.30	N/A	13.73
	DID, Per Trunk Termination, Subsequent	74.08	N/A	74.08	N/A	13.73
	OTHER					
2	DARK FIBER					
	Dark Fiber, Per Four Fiber Strands, Per Route Mile or Fraction Thereof	N/A	N/A	2426.00	771.26	58.43
3	ACCESS TO POLES, DUCTS, CONDUITS AND RIGHTS OF WAY					
	Access To Poles Per pole, Per Foot, Per Year *(Note 7)*	N/A	N/A	N/A	N/A	5.13
	Access to Conduits, Per Foot, Per Year *(Note 7)*	N/A	N/A	N/A	N/A	0.59
	Access to Innerduct, Per Foot, Per Year	N/A	N/A	N/A	N/A	0.50

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		NON RECURRING				RECURRING
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		First	Add'l	First	Add'l	
	ADVANCED INTELLIGENT NETWORK (AIN) SERVICES					
10	BellSouth AIN SMS Access Service					
	AIN SMS Access Service - Service Establishment, Per State, Initial Setup	N/A	N/A	297.85	N/A	N/A
	AIN SMS Access Service - Port Connection - Dial/Shared Access	N/A	N/A	87.74	N/A	N/A
	AIN SMS Access Service - Port Connection ISDN Access	N/A	N/A	87.74	N/A	N/A
	AIN SMS Access Service - User Identification Codes - Per User ID Code	N/A	N/A	203.35	N/A	N/A
	AIN SMS Access Service - Security Card, Per User ID Code, Initial or Replacement	N/A	N/A	172.84	N/A	N/A
	AIN SMS Access Service - Storage, Per Unit (100 Kilobytes)	N/A	N/A	N/A	N/A	0.0031
	AIN SMS Access Service - Session, Per Minute	N/A	N/A	N/A	N/A	0.1051
	AIN SMS Access Service - Company Performed Session, Per Minute	N/A	N/A	N/A	N/A	2.07
	BellSouth AIN Toolkit Service					
	Service Establishment Charge, Per State, Initial Setup	N/A	N/A	293.06	N/A	N/A
	Training Session, Per Customer	N/A	N/A	8335.00	N/A	N/A
	Trigger Access Charge, Per Trigger, Per DN, Term. Attempt	N/A	N/A	73.39	N/A	N/A
	Trigger Access Charge, Per Trigger, Per DN, Off-Hook Delay	N/A	N/A	73.39	N/A	N/A
	Trigger Access Charge, Per Trigger, Per DN, Off-Hook Immediate	N/A	N/A	73.39	N/A	N/A
	Trigger Access Charge, Per Trigger, Per DN, 10- Digit PODP	N/A	N/A	151.04	N/A	N/A
	Trigger Access Charge, Per Trigger, Per DN, CDP	N/A	N/A	151.04	N/A	N/A
	Trigger Access Charge, Per Trigger, Per DN, Feature Code	N/A	N/A	151.04	N/A	N/A
	Query Charge, Per Query	N/A	N/A	N/A	N/A	0.03
	Type 1 Node Charge, Per AIN Toolkit Subscription, Per Node, Per Query	N/A	N/A	N/A	N/A	0.007
	SCP Storage Charge, Per SMS Access Account, Per 100 Kilobytes	N/A	N/A	N/A	N/A	1.93
	Monthly report - Per AIN Toolkit Service Subscription	N/A	N/A	72.58	N/A	15.94
	Special Study - Per AIN Toolkit Service Subscription	N/A	N/A	47.57	N/A	0.10
	Call Event Report - Per AIN Toolkit Service Subscription	N/A	N/A	72.58	N/A	15.85
	Call Event Special Study - Per Ain Toolkit Service Subscription	N/A	N/A	47.57	N/A	0.003

NOTES:

1 ICB - Individual Case Basis - price varies by individual location.

2 The intermediary transport function is being offered by BellSouth to facilitate CLECs' interconnection to other CLECs and thus a price from negotiated agreements was used.

3 Prices based on formulas which use varying amounts of local switching, tandem switching, and common transport.

4 Price will vary depending upon the number of tandems, but includes tandem connection plus end office connection plus additional common transport and tandem charges.

5 OSS monthly and nonrecurring charges create price of $10.80 per order.

6 Virtual collocation priced at existing rates contained in BST's Interstate Access Service Tariff, F.C.C. No. 1, Section 20. Exceptions are 2-wire and 4-wire cross connects.

7 Poles, per foot, per year and conduits per foot, per year priced based on existing FCC formula currently under review by FCC.

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BONA FIDE REQUEST PROCESS

1.0 Bona Fide Requests are to be used when a CLP requests a change to any Services and Elements, including any new features, capabilities or functionalities.

1.1 A Bona Fide Request shall be submitted in writing by a CLP and shall specifically identify the required 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. Such a request also shall include a CLP's designation of the request as being (i) pursuant to the Telecommunications Act of 1996 or (ii) pursuant to the needs of the business.

1.2 Although not expected to do so, a CLP may cancel, without penalty, a Bona Fide Request in writing at any time. BellSouth will then cease analysis of the request.

1.3 Within two (2) business days of its receipt, BellSouth shall acknowledge in writing, the receipt of the Bona Fide Request and identify a single point of contact and any additional information needed to process the request.

1.4 Except under extraordinary circumstances, within thirty (30) days of its receipt of a Bona Fide Request, BellSouth shall provide to a CLP a preliminary analysis of the Bona Fide Request. The preliminary analysis will include BellSouth's proposed price (plus or minus 25 percent) and state whether BellSouth can meet a CLP's requirements, the requested availability date, or, if BellSouth cannot meet such date, provide an alternative proposed date together with a detailed explanation as to why BellSouth is not able to meet a CLP's requested availability date. BellSouth also shall indicate in this analysis its agreement or disagreement with a CLP's designation of the request as being pursuant to the Act or pursuant to the needs of the business. In no event shall any such disagreement delay BellSouth's processing of the request. If BellSouth determines that it is not able to provide a CLP with a preliminary analysis with thirty (30) days of BellSouth's receipt of a Bona Fide Need request, BellSouth will inform a CLP as soon as practicable. A CLP and BellSouth will then determine a mutually agreeable date for receipt of the preliminary analysis.

1.5 As soon as possible, but in no event more than ninety (90) days after receipt of the request, BellSouth shall provide a CLP with a firm Bona Fide Request quote which will include, at a minimum, the firm availability date,

the applicable rates and the installation intervals, and a binding price quote.

1.6 Unless a CLP agrees otherwise, all proposed prices shall be in accordance with the pricing principles of the Act, and any applicable FCC and Commission rules and regulations.

1.7 Within thirty (30) days after receiving the firm Bona Fide Request quote from BellSouth, a CLP will notify BellSouth in writing of its acceptance or rejection of BellSouth's proposal.

TABLE OF CONTENTS

SERVICE DESCRIPTION: UNBUNDLED NETWORK ELEMENTS

1. **Introduction**

This Attachment sets forth the descriptions and requirements for unbundled network elements that BellSouth agrees to offer pursuant to the Generally Available Terms and Conditions.

2. **Loop**

2.1 **Definition**

2.1.1 The Loop or Loop Combination is a combination of the network interface device (NID), loop distribution and loop feeder, with or without a loop concentrator/multiplexer. The loop is the physical medium or functional path on which a subscriber's traffic (multiplexed or non-multiplexed, concentrated or non-concentrated) is carried from the MDF, DSX, LGX or DCS in a central office or similar environment (including remote switching modules) up to the termination at the NID at the customer's premise.

2.1.2 The provisioning of service to a customer will require cross-office cabling and cross-connections within the central office to connect the loop to a local switch or to other transmission equipment in co-located space. These cables and cross-connections may be considered part of the loop, the switch or other transmission equipment, or as a separately tariffed element.

2.2 **Technical Requirements**

2.2.1.1 Services supported by the loop combinations will include POTS, CENTREX, basic rate ISDN, analog PBX, voice grade private line, and digital data (up to 64 Kb/s). Additional services may include digital PBXs, primary rate ISDN, Nx 64Kb/s, and DS1/DS3 and SONET private lines.

2.2.1.2 The loop combination must support the transmission, signaling, performance and interface requirements of the services to be provided over it. It is recognized that the requirements of different services are different, and that a number of types or grades of loops are required to support these services. Services provided over the loop by CLP will be consistent with industry standards.

2.2.1.3 In some instances, CLP will require access to copper twisted pair loop combination unfettered by any intervening equipment (e.g. filters, load

coils, range extenders, etc.), so that CLP can use the loop combination for a variety of services by attaching appropriate terminal equipment at the ends. CLP will determine the type of service that will be provided over the loop combination.

2.2.2 The Loop Combination shall be provided to CLP in accordance with the following Technical References:

2.2.2.1 Bellcore TR-NWT-000057, Functional Criteria for Digital Loop Carrier Systems, Issue 2, January 1993.

2.2.2.2 Bellcore TR-NWT-000393, Generic Requirements for ISDN Basic Access Digital Subscriber Lines.

2.2.2.3 ANSI T1.106 - 1988, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (Single Mode).

2.2.2.4 ANSI T1.102 - 1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces.

2.2.2.5 ANSI T1.403 - 1989, American National Standard for Telecommunications - Carrier to Customer Installation, DS1 Metallic Interface Specification.

2.2.2.6 Bellcore TR-TSY-000008, Digital Interface Between the SLC 96 Digital Loop Carrier System and a Local Digital Switch, Issue 2, August 1987.

2.2.2.7 Bellcore TR-NWT-000303, Integrated Digital Loop Carrier System Generic Requirements, Objectives and Interface, Issue 2, December 1992; Rev.1, December 1993; Supplement 1, December 1993.

2.2.2.8 Bellcore TR-TSY-000673, Operations Systems Interface for an IDLC System, (LSSGR) FSD 20-02-2100, Issue 1, September 1989.

3. **Integrated Digital Loop Carriers**

Where BellSouth uses integrated Digital Loop Carrier (DLCs) systems to provide the local loop, BellSouth will make alternative arrangements to permit CLP to order a contiguous unbundled local loop. These arrangements must provide CLP with the capability to serve all of BellSouth's Customers at the same level BellSouth provides itself.

4. **Loop Distribution**

Loop Distribution is composed of two distinct component parts: a Network Interface Device and Distribution Media. Each component part is defined in detail below.

4.1 Network Interface Device

4.1.1 Definition

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

4.1.1.2 Figure 1 shows a schematic of a NID.

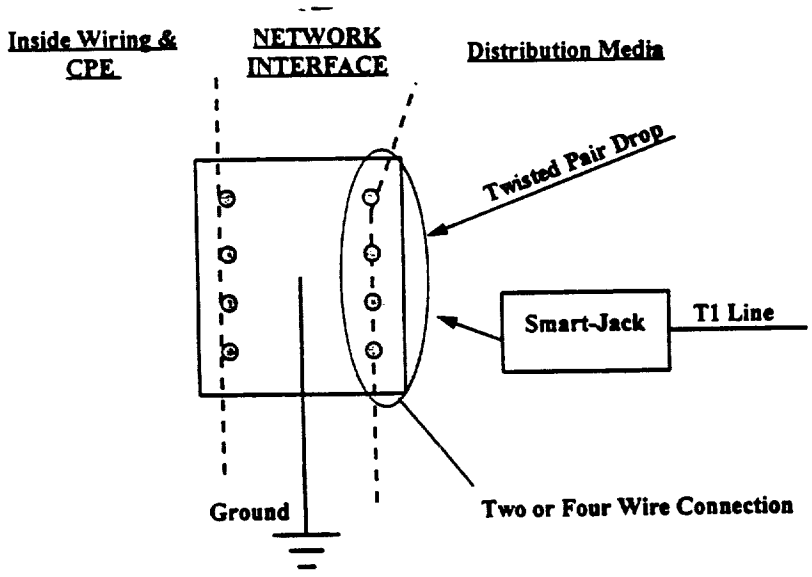


Figure 1 - Network Interface Device

4.1.2 Technical Requirements

4.1.2.1 The Network Interface Device shall provide a clean, accessible point of connection for the inside wiring and for the Distribution Media and shall maintain a connection to ground that meets the requirements set forth below.

4.1.2.2 The NID shall be capable of transferring electrical analog or digital signals between the customer's inside wiring and the Distribution Media.

4.1.2.3 All NID posts or connecting points shall be in place, secure, usable and free of any rust or corrosion. The protective ground connection shall exist and be properly installed. The ground wire will also be free of rust or corrosion and have continuity relative to ground.

4.1.2.4 The NID shall be capable of withstanding all normal local environmental variations.

4.1.2.5 Where the NID is not located in a larger, secure cabinet or closet, the NID shall be protected from physical vandalism. The NID shall be physically accessible to CLP designated personnel. In cases where entrance to the customer premises is required to give access to the NID, CLP shall obtain entrance permission directly from the customer.

4.1.2.6 BellSouth shall offer the NID together with, and separately from the Distribution Media component of Loop Distribution.

4.1.3 **Interface Requirements**

4.1.3.1 The NID shall be the interface to customers' premises wiring for alternative loop technologies.

4.1.3.2 The NID shall be equal to or better than all of the requirements for NIDs set forth in the following technical references:

4.1.3.2.1 Bellcore Technical Advisory TA-TSY-000120 "Customer Premises or Network Ground Wire";

4.1.3.2.2 Bellcore Generic Requirement GR-49-CORE "Generic Requirements for Outdoor Telephone Network Interface Devices";

4.1.3.2.3 Bellcore Technical Requirement TR-NWT-00239 "Indoor Telephone Network Interfaces";

4.1.3.2.4 Bellcore Technical Requirement TR-NWT-000937 "Generic Requirements for Outdoor and Indoor Building Entrance"; and

4.1.3.2.5 Bellcore Technical Requirement TR-NWT-000133 "Generic Requirements for Network Inside Wiring."

4.2 **Distribution Media**

4.2.1 **Definition**

4.2.1.1 Distribution Media provides connectivity between the NID component of Loop Distribution and the terminal block on the customer-side of a Feeder Distribution Interface (FDI). The FDI is a device that terminates the Distribution Media and the Loop Feeder, and cross-connects them in order to provide a continuous transmission path between the NID and a telephone company central office. For loop plant that contains a Loop Concentrator/Multiplexer, the Distribution Media may terminate at the FDI (if one exists), or at a termination and cross-connect field associated with the Loop Concentrator/Multiplexer. This termination and cross-connect field may be in the form of an outside plant distribution closure, remote terminal or fiber node, or an underground vault.

4.2.1.2 The Distribution Media may be copper twisted pair, coax cable, or single or multi-mode fiber optic cable. A combination that includes two or more of these media is also possible. In certain cases, CLP shall require a copper twisted pair Distribution Media even in instances where the Distribution Media for services that BellSouth offers is other than a copper facility.

4.2.2 **Requirements for All Distribution Media**

4.2.2.1 Distribution Media shall transmit all signaling messages or tones. Where the Distribution Media includes any active elements that terminate any of the signaling messages or tones, these messages or tones shall be reproduced by the Distribution Media at the interfaces to an adjacent Network Element in a format that maintains the integrity of the signaling messages or tones.

4.2.2.2 Distribution Media shall support functions associated with provisioning, maintenance and testing of the Distribution Media itself, as well as provide necessary access to provisioning, maintenance and testing functions for Network Elements to which it is associated.

4.2.2.3 Distribution Media shall provide performance monitoring of the Distribution Media itself, as well as provide necessary access for performance monitoring for Network Elements to which it is associated.

4.2.2.4 Distribution Media shall be equal to or better than all of the applicable requirements set forth in the following technical references:

4.2.2.4.1 Bellcore TR-TSY-000057, "Functional Criteria for Digital Loop Carrier Systems"; and

4.2.2.4.2 Bellcore TR-NWT-000393, "Generic Requirements for ISDN Basic Access Digital Subscriber Lines."

4.2.2.5 BellSouth shall provide CLP with physical access to, and the right to connect to, the FDI.

4.2.3 **Interface Requirements**

4.2.3.1 Signal transfers between the Distribution Media and the NID and an adjacent Network Element shall have levels of degradation that are within the performance requirements set forth in Section 16.2 of this Attachment 2.

4.2.3.2 Distribution Media shall be equal to or better than each of the applicable interface requirements set forth in the following technical references:

4.2.3.2.1 Bellcore TR-NWT-000049, "Generic Requirements for Outdoor Telephone Network Interface Devices," Issued December 1,1994;

4.2.3.2.2 Bellcore TR-NWT-000057, "Functional Criteria for Digital Loop Carrier Systems," Issued January 2, 1993;

4.2.3.2.3 Bellcore TR-NWT-000393, "Generic Requirements for ISDN Basic Access Digital Subscriber Lines";

4.2.3.2.4 Bellcore TR-NWT-000253, SONET Transport Systems: Common Criteria (A module of TSGR, FR-NWT-000440), Issue 2, December 1991;

5. **Local Switching**

5.1 **Definition**

5.1.1 Local Switching is the Network Element that provides the functionality required to connect the appropriate originating lines or trunks wired to the Main Distributing Frame (MDF) or Digital Cross Connect (DSX) panel to a desired terminating line or trunk. Such functionality shall include all of the features, functions, and capabilities that the underlying BellSouth switch that is providing such Local Switching function is then capable of providing, including but not limited to: line signaling and signaling software, digit reception, dialed number translations, call screening, routing, recording, call supervision, dial tone, switching, telephone number provisioning, announcements, calling features and capabilities (including call processing), CENTREX, Automatic Call Distributor (ACD), Carrier pre-subscription (e.g. long distance carrier, intraLATA toll), Carrier Identification Code (CIC) portability capabilities, testing and other operational features inherent to the switch and switch software. It also

provides access to transport, signaling (ISDN User Part (ISUP) and Transaction Capabilities Application Part (TCAP), and platforms such as adjuncts, Public Safety Systems (911), operator services, Directory Assistance Services and Advanced Intelligent Network (AIN). Remote Switching Module functionality is included in the Local Switching function. The switching capabilities used will be based on the line side features they support. Local Switching will also be capable of routing local, intraLATA, interLATA, and calls to international customer's preferred carrier; call features (e.g., call forwarding) and CENTREX capabilities. Local Switching, including the ability to route, where capacity exists, to CLP's transport facilities, dedicated facilities and systems, shall be unbundled from all other unbundled Network Elements, i.e., Operator Systems, Common Transport, and Dedicated Transport.

5.2 The requirements set forth in this Section 7.2 apply to Local Switching, but not to the Data Switching function of Local Switching.

5.2.1 **Technical Requirements**

5.2.1.1 Local Switching shall be equal to or better than the requirements for Local Switching set forth in Bellcore's Local Switching Systems General Requirements (FR-NWT-000064).

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

5.2.1.3 BellSouth's local switch shall maintain translations necessary to direct AIN queries for selected lines and dialing sequences to the CLP SS7 network.

5.2.1.4 BellSouth's local switch shall accept mutually agreeable AIN responses from the CLP SCP via SS7 network interconnection then continue call handling according to instructions contained in the response.

5.2.1.5 BellSouth shall route calls, where capacity exists, on a per line or per screening class basis to (1) BellSouth platforms providing Network Elements or additional requirements (2) Operator Services platforms, (3) Directory Assistance platforms, and (4) Repair Centers. Any other routing requests by CLP will be made pursuant to the Bona Fide Request Process of Attachment _____.

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

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

5.2.1.8 BellSouth shall perform routine testing (e.g., Mechanized Loop Tests (MLT) and test calls such as 105, 107 and 108 type calls) and fault isolation on a mutually agreed upon schedule.

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

5.2.1.10 BellSouth shall control congestion points such as those caused by radio station call-ins, and network routing abnormalities. All traffic shall be restricted in a non discriminatory manner.

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

5.2.1.12 For Local Switching used as 911 Tandems, BellSouth shall allow interconnection from CLP local switching elements and BellSouth shall route the calls to the appropriate Public Safety Access Point (PSAP).

5.2.1.13 Special Services provided by BellSouth will include the following:

5.2.1.13.1 Essential Service Lines;

5.2.1.13.2 Telephone Service Prioritization;

5.2.1.13.3 Related services for handicapped; and

5.2.1.13.4 Any other service required by law.

5.2.1.14 BellSouth shall provide Switching Service Point (SSP) capabilities and signaling software to interconnect the signaling links destined to the Signaling Transfer Point Switch (STPS). These capabilities shall adhere to Bellcore specifications - TCAP (GR-1432-CORE), ISUP(GR-905-CORE), Call Management (GR-1429-CORE), Switched Fractional DS1 (GR-1357-CORE), Toll Free Service (GR-1428-CORE), Calling Name (GR-1597-CORE), Line Information Database (GR-954-CORE), and Advanced Intelligent Network (GR-2863-CORE).

5.2.1.15 BellSouth shall provide interfaces to adjuncts through Bellcore standard interfaces. These adjuncts can include, but are not limited to, the Service Circuit Node and Automatic Call Distributors.

5.2.1.16 BellSouth shall provide performance data regarding a customer line, traffic characteristics or other measurable elements to CLP, upon a reasonable request from CLP.

5.2.1.17 BellSouth shall offer Local Switching that provides feature offerings at parity to those provided by BellSouth to itself or any other party. Such feature offerings shall include but are not limited to:

5.2.1.17.1 Basic and primary rate ISDN;

5.2.1.17.2 Residential features;

5.2.1.17.3 Customer Local Area Signaling Services (CLASS/LASS);

5.2.1.17.4 CENTREX (including equivalent administrative capabilities, such as customer accessible reconfiguration and detailed message recording); and

5.2.1.17.5 Advanced intelligent network triggers supporting CLP and BellSouth service applications.

BellSouth shall offer to CLP all AIN triggers which are supported by BellSouth for offering AIN-based services in accordance with the technical references in Section 7.2.1.23 of this Attachment. Triggers that are currently available include:

5.2.1.17.5.1 Off-Hook Immediate

5.2.1.17.5.2 Off-Hook Delay

5.2.1.17.5.3 Termination Attempt

5.2.1.17.5.4 3/6/10 Public Office Dialing Plan

5.2.1.17.5.5 Feature Code Dialing

5.2.1.17.5.6 Customer Dialing Plan

5.2.1.17.6 When the following triggers are supported by BellSouth, BellSouth will make these triggers available to CLP:

5.2.1.17.6.1 Private EAMF Trunk

5.2.1.17.6.2 Shared Interoffice Trunk (EAMF, SS7)

5.2.1.17.6.3 N11

5.2.1.17.6.4 Automatic Route Selection

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

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

5.2.1.20 Local Switching shall be offered in accordance with the requirements of the following technical references:

5.2.1.20.1 GR-1298-CORE, AIN Switching System Generic Requirements, as implemented in BellSouth's switching equipment;

5.2.1.20.2 GR-1299-CORE, AIN Switch-Service Control Point (SCP)/Adjunct Interface Generic Requirements;

5.2.1.20.3 TR-NWT-001284, AIN 0.1 Switching System Generic Requirements;

5.2.1.20.4 SR-NWT-002247, AIN Release 1 Update.

5.2.2 **Interface Requirements**

5.2.2.1 BellSouth shall provide the following interfaces to loops:

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

5.2.2.3 Coin phone signaling;

5.2.2.4 Basic Rate Interface ISDN adhering to appropriate Bellcore Technical Requirements;

5.2.2.5 Two-wire analog interface to PBX;

5.2.2.5.1 Four-wire analog interface to PBX;

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

5.2.2.7 Primary Rate ISDN to PBX adhering to ANSI standards Q.931, Q.932 and appropriate Bellcore Technical Requirements;

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

5.2.2.9 Loops adhering to Bellcore TR-NWT-08 and TR-NWT-303 specifications to interconnect Digital Loop Carriers.

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

5.2.2.11 SS7 Signaling Network or Multi-Frequency trunking if requested by CLP;

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

5.2.2.13 Interface to CLP directory assistance services through the CLP switched network or to Directory Assistance Services through the appropriate trunk interconnections for the system; and 950 access or other CLP required access to interexchange carriers as requested through appropriate trunk interfaces.

6. **Operator Systems**

6.1 **Definition**

Operator Systems is the Network Element that provides operator and automated call handling and billing, special services, customer telephone listings and optional call completion services. The Operator Systems, Network Element provides two types of functions: Operator Service functions and Directory Assistance Service functions, each of which are described in detail below.

6.2 **Operator Service**

6.2.1 **Definition**

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

6.2.2 **Requirements**

6.2.2.1 When CLP requests BellSouth to provide Operator Services, the following requirements apply:

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

6.2.2.1.2 BellSouth shall complete 0+ intraLATA toll calls.

6.2.2.1.3 BellSouth shall complete calls that are billed to an CLP customer's calling card that can be validated by BellSouth.

6.2.2.1.4 BellSouth shall complete person-to-person calls.

6.2.2.1.5 BellSouth shall complete collect calls.

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

6.2.2.1.7 BellSouth shall complete station-to-station calls.

6.2.2.1.8 BellSouth shall process emergency calls.

6.2.2.1.9 BellSouth shall process Busy Line Verify and Emergency Line Interrupt requests.

6.2.2.1.10 BellSouth shall process emergency call trace, as they do for their Customers prior to the Effective Date. Call must originate from a 911 provider.

6.2.2.1.11 BellSouth shall process operator-assisted directory assistance calls.

6.2.2.1.12 BellSouth will provide the ability for an CLP Customer to reach a "live" operator on a 0-call.

6.2.2.2 BellSouth shall adhere to equal access requirements, providing CLP local customers the same IXC access as provided to BellSouth customers.

6.2.2.3 BellSouth shall exercise at least the same level of fraud control in providing Operator Service to CLP that BellSouth provides for its own operator service.

6.2.2.4 BellSouth shall perform Billed Number Screening when handling Collect, Person-to-Person, and Billed-to-Third-Party calls.

6.2.2.5 BellSouth shall direct customer account and other similar inquiries to the customer service center designated by CLP.

6.2.2.6 BellSouth shall provide an electronic feed of customer call records in "EMR" format to CLP in accordance with the time schedule designated by CLP.

6.2.3 **Interface Requirements:**

With respect to Operator Services for calls that originate on local switching capability provided by or on behalf of CLP, the interface requirements shall conform to the then current established system interface specifications for the platform used to provide Operator Service and the interface shall conform to industry standards.

6.3 **Directory Assistance Service**

6.3.1 **Definition**

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

6.3.2 **Requirements**

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

6.3.2.2 **Directory Assistance Service Updates**

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

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

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

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

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

7. **Common Transport**

7.1 **Definition**

Common Transport is an interoffice transmission path between BellSouth Network Elements (illustrated in Figure 2). Where BellSouth Network Elements are connected by intra-office wiring, such wiring is provided as a part of the Network Elements and is not Common Transport. Common Transport consists of BellSouth inter-office transport facilities and is unbundled from local switching.

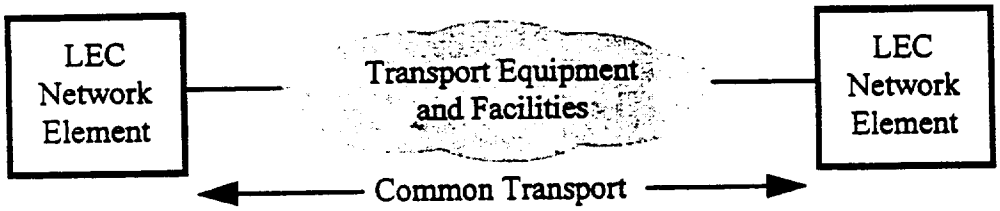


Figure 2

7.2 **Technical Requirements**

7.2.1 Common Transport provided on DS1 or VT1.5 circuits, shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Central Office to Central Office "CO to CO" connections in the technical reference set forth in Section 9.2.4.31 of this Attachment 2.

7.2.2 Common Transport provided on DS3 circuits, STS-1 circuits, and higher transmission bit rate circuits, Common Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Central Office to Central Office "CO to CO" connections in the technical reference set forth in Section 9.2.4.30 of this Attachment 2.

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

7.2.4 At a minimum, Common Transport shall meet all of the requirements set forth in the following technical references (as applicable for the transport technology being used):

7.2.4.1 ANSI T1.101-1994, American National Standard for Telecommunications - Synchronization Interface Standard Performance and Availability;

7.2.4.2 ANSI T1.102-1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces;

7.2.4.3 ANSI T1.102.01-199x, American National Standard for Telecommunications - Digital Hierarchy - VT1.5;

7.2.4.4 ANSI T1.105-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Basic Description including Multiplex Structure, Rates and Formats;

7.2.4.5 ANSI T1.105.01-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Automatic Protection Switching;

7.2.4.6 ANSI T1.105.02-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Payload Mappings;

7.2.4.7 ANSI T1.105.03-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Jitter at Network Interfaces;

7.2.4.8 ANSI T1.105.03a-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET): Jitter at Network Interfaces - DS1 Supplement;

7.2.4.9 ANSI T1.105.05-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Tandem Connection;

7.2.4.10 ANSI T1.105.06-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Physical Layer Specifications;

7.2.4.11 ANSI T1.105.07-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Sub STS-1 Interface Rates and Formats;

7.2.4.12 ANSI T1.105.09-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Network Element Timing and Synchronization;

7.2.4.13 ANSI T1.106-1988, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (Single Mode);

7.2.4.14 ANSI T1.107-1988, American National Standard for Telecommunications - Digital Hierarchy - Formats Specifications;

7.2.4.15 ANSI T1.107a-1990 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications (DS3 Format Applications);

7.2.4.16 ANSI T1.107b-1991 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications;

7.2.4.17 ANSI T1.117-1991, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (SONET) (Single Mode - Short Reach);

7.2.4.18 ANSI T1.403-1989, Carrier to Customer Installation, DS1 Metallic Interface Specification;

7.2.4.19 ANSI T1.404-1994, Network-to-Customer Installation - DS3 Metallic Interface Specification;

7.2.4.20 ITU Recommendation G.707, Network node interface for the synchronous digital hierarchy (SDH);

7.2.4.21 ITU Recommendation G.704, Synchronous frame structures used at 1544, 6312, 2048, 8488 and 44736 kbit/s hierarchical levels;

7.2.4.22 Bellcore FR-440 and TR-NWT-000499, Transport Systems Generic Requirements (TSGR): Common Requirements;

7.2.4.23 Bellcore GR-820-CORE, Generic Transmission Surveillance: DS1 & DS3 Performance;

7.2.4.24 Bellcore GR-253-CORE, Synchronous Optical Network Systems (SONET); Common Generic Criteria;

7.2.4.25 Bellcore TR-NWT 000507, Transmission, Section 7, Issue 5 (Bellcore, December 1993). (A module of LSSGR, FR-NWT-000064.);

7.2.4.26 Bellcore TR-NWT-000776, Network Interface Description for ISDN Customer Access;

7.2.4.27 Bellcore TR-INS-000342, High-Capacity Digital Special Access Service-Transmission Parameter Limits and Interface Combinations, Issue 1 February 1991;

7.2.4.28 Bellcore ST-TEC 000052, Telecommunications Transmission Engineering Textbook, Volume 2: Facilities, Third Edition, Issue I May 1989;

7.2.4.29 Bellcore ST-TEC-000051, Telecommunications Transmission Engineering Textbook Volume 1: Principles, Third Edition. Issue 1 August 1987;

8. **Dedicated Transport**

8.1 **Definition**

8.1.1.1 Dedicated Transport is an interoffice transmission path between CLP designated locations unbundled from local switching. CLP designated locations may include BellSouth central offices or other equipment locations, CLP network components, other carrier network components, or customer premises. Dedicated Transport is depicted below in Figure 3.

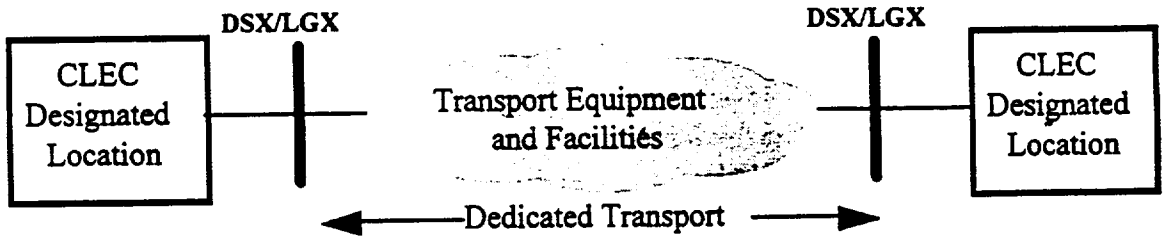


Figure 3

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

8.1.2.1 As capacity on a shared circuit.

8.1.2.2 As a circuit (e.g., DS1, DS3, STS-1) dedicated to CLP.

8.1.3 When Dedicated Transport is provided as a circuit or as capacity on a shared circuit, it shall include (as appropriate):

8.1.3.1 Multiplexing functionality;

8.1.3.2 Grooming functionality; and

8.1.3.3 Redundant equipment and facilities necessary to support protection and restoration.

8.1.4 When Dedicated Transport is provided as a system it shall include:

8.1.4.1 Transmission equipment such as multiplexers, line terminating equipment, amplifiers, and regenerators;

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

8.1.4.3 Redundant equipment and facilities necessary to support protection and restoration; and

8.1.4.4 Dedicated Transport includes the Digital Cross-Connect System (DCS) functionality as an option.

8.2 **Technical Requirements**

This Section sets forth technical requirements for all Dedicated Transport.

8.2.1 When BellSouth provides Dedicated Transport as a circuit or a system, the entire designated transmission circuit or system (*e.g.*, DS1, DS3, STS-1) shall be dedicated to CLP designated traffic.

8.2.2 BellSouth shall offer Dedicated Transport in all technologies that become available including but not limited to, DS1 and DS3 transport systems, SONET (or SDH) Bi-directional Line Switched Rings, SONET (or SDH) Unidirectional Path Switched Rings, and SONET (or SDH) point-to-point transport systems (including linear add-drop systems), at all available transmission bit rates.

8.2.3 For DS1 or VT1.5 circuits, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office "CI to CO" connections in the industry standards.

8.2.4 For DS3 circuits, STS-1 circuits, and higher rate circuits, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office "CI to CO" connections in the technical references set forth in the industry standards.

8.2.5 When requested by CLP, Dedicated Transport shall provide physical diversity. Physical diversity means that two circuits are provisioned in such a way that no single failure of facilities or equipment will cause a failure on both circuits.

8.2.6 When physical diversity is requested by CLP, BellSouth shall provide the maximum feasible physical separation between intra-office and inter-office transmission paths (unless otherwise agreed by CLP).

8.2.7 Upon CLP's request, BellSouth shall provide real time and continuous remote access to performance monitoring and alarm data affecting, or potentially affecting, CLP's traffic.

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

8.2.8.1 DS1 (Extended SuperFrame - ESF, D4, and unframed applications shall be provided);

8.2.8.2 DS3 (C-bit Parity, M13, and unframed applications shall be provided);

8.2.8.3 SONET standard interface rates in accordance with ANSI T1.105 and ANSI T1.105.07 and physical interfaces per ANSI T1.106.06 (including referenced interfaces). In particular, VT1.5 based STS-1s will be the interface at an CLP service node.

8.2.8.4 SDH Standard interface rates in accordance with International Telecommunications Union (ITU) Recommendation G.707 and Plesiochronous Digital Hierarchy (PDH) rates per ITU Recommendation G.704.

8.2.9 BellSouth shall provide cross-office wiring up to a suitable Point of Termination (POT) between Dedicated Transport and CLP designated equipment. BellSouth shall provide the following equipment for the physical POT:

8.2.9.1 DSX1 for DS1s or VT1.5s;

8.2.9.2 DSX3 for DS3s or STS-1s; and

8.2.9.3 LGX for optical signals (e.g., OC-3 and OC-12)

8.2.10 When Dedicated Transport is provided as a system, BellSouth shall design the system according to CLP's architectural requirements. This includes, but is not limited to:

1. Facility routing and termination points (including diversity requirements),

2. Interface selection among those available on the system,
3. System provisionable parameters (e.g. protection switching thresholds). This does not include specification of the vendor to be used by BellSouth, except where mutually agreed.

8.2.11 Upon CLP's request, BellSouth shall provide CLP with electronic provisioning control of CLP rings. As system development allows,

BellSouth shall provide this functionality in other transport systems (e.g. linear transport systems.)

8.2.12 BellSouth shall offer Dedicated Transport together with and separately from DCS.

8.3 Technical Requirements for Dedicated Transport Using SONET technology.

This Section sets forth additional technical requirements for Dedicated Transport using SONET technology including rings, point-to-point systems, and linear add-drop systems.

8.3.1 All SONET Dedicated Transport provided as a system shall:

8.3.1.1 Be synchronized from both a primary and secondary Stratum 1 level timing source.

8.3.1.2 Provide SONET standard interfaces which properly interwork with SONET standard equipment from other vendors. This includes, but is not limited to, SONET standard Section, Line, and Path performance monitoring, maintenance signals, alarms, and data channels.

8.3.1.3 Provide Data Communications Channel (DCC) or equivalent connectivity through the SONET transport system. Dedicated Transport provided over a SONET transport system shall be capable of routing DCC messages between CLP SONET network components connected to the Dedicated Transport. For example, if CLP leases a SONET ring from BellSouth, that ring shall support DCC message routing between CLP SONET network components connected to the ring.

8.3.1.4 Support the following performance requirements for each circuit (STS-1, DS1, DS3, etc.):

8.3.1.5 No more than 10 Errored Seconds Per Day (Errored Seconds are defined in the technical reference at Section 10.4.5 of this Attachment); and

8.3.1.6 No more than 1 Severely Errored Second Per Day (Severely Errored Seconds are defined in the technical reference at Section 10.4.5 of this Attachment).

8.3.1.7 All SONET rings shall:

8.3.1.8 Be provisioned on physically diverse fiber optic cables (including separate building entrances where available and diversely routed intra-office wiring). "Diversely routed" shall be interpreted as the maximum

feasible physical separation between transmission paths, unless otherwise agreed by CLP.

8.3.1.9 Support dual ring interworking per SONET Standards.

8.3.1.10 To the extent technically feasible, BellSouth shall provide the necessary redundancy in optics, electronics, and transmission paths (including intra-office wiring) such that no single failure will cause a service interruption.

8.3.1.11 Provide the ability to disable ring protection switching at CLP's direction (selective protection lock-out), if BellSouth's SONET equipment provides this functionality. This requirement applies to line switched rings only.

8.3.1.12 Provide the ability to use the protection channels to carry traffic (extra traffic), if BellSouth's SONET equipment provides this functionality. This requirement applies to line switched rings only.

8.3.1.13 Provide 50 millisecond restoration unless a ring protection delay is set to accommodate dual ring interworking schemes.

8.3.1.14 Have settable ring protection switching thresholds that shall be set in accordance with CLP's specifications.

8.3.1.15 Provide revertive protection switching with a settable wait to restore delay with a default setting of 5 minutes. This requirement applies to line switched rings only.

8.3.1.16 Provide non-revertive protection switching. This requirement applies to path switched rings only.

8.3.1.17 Adhere to the following availability requirements, where availability is defined in the technical reference set forth in this section.

8.3.1.17.1 For any circuit through the ring, no more than 3.5 minutes of unavailability per month.

8.3.1.17.2 For any circuit through the ring, no more than 10 minutes of unavailability per year.

8.4 At a minimum, Dedicated Transport shall meet each of the requirements set forth in the following technical references:

8.4.1 ANSI T1.105.04-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Data Communication Channel Protocols and Architectures;

8.4.2 ANSI T1.119-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Operations, Administration, Maintenance, and Provisioning (OAM&P) Communications;

8.4.3 ANSI T1.119.01-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Operations, Administration, Maintenance, and Provisioning (OAM&P) Communications Protection Switching Fragment;

8.4.4 ANSI T1.119.02-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Operations, Administration, Maintenance, and Provisioning (OAM&P) Communications Performance Monitoring Fragment;

8.4.5 ANSI T1.231-1993 -American National Standard for Telecommunications - Digital Hierarchy - Layer 1 In-Service Digital Transmission performance monitoring.

8.4.5.1 ANSI T1.101-1994, American National Standard for Telecommunications - - Synchronization Interface Standard Performance and Availability;

8.4.5.2 ANSI T1.102-1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces;

8.4.5.3 ANSI T1.102.01-199x, American National Standard for Telecommunications - Digital Hierarchy - VT1.5;

8.4.5.4 ANSI T1.105-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Basic Description including Multiplex Structure, Rates and Formats;

8.4.5.5 ANSI T1.105.01-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Automatic Protection Switching;

8.4.5.6 ANSI T1.105.02-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Payload Mappings;

8.4.5.7 ANSI T1.105.03-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Jitter at Network Interfaces;

8.4.5.8 ANSI T1.105.03a-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET): Jitter at Network Interfaces - DS1 Supplement;

8.4.5.9 ANSI T1.105.05-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Tandem Connection;

8.4.5.10 ANSI T1.105.06-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Physical Layer Specifications;

8.4.5.11 ANSI T1.105.07-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Sub STS-1 Interface Rates and Formats;

8.4.5.12 ANSI T1.105.09-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Network Element Timing and Synchronization;

8.4.5.13 ANSI T1.106-1988, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (Single Mode);

8.4.5.14 ANSI T1.107-1988, American National Standard for Telecommunications - Digital Hierarchy - Formats Specifications;

8.4.5.15 ANSI T1.107a-1990 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications (DS3 Format Applications);

8.4.5.16 ANSI T1.107b-1991 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications;

8.4.5.17 ANSI T1.117-1991, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (SONET) (Single Mode - Short Reach);

8.4.5.18 ANSI T1.403-1989, Carrier to Customer Installation, DS1 Metallic Interface Specification;

8.4.5.19 ANSI T1.404-1994, Network-to-Customer Installation - DS3 Metallic Interface Specification;

8.4.5.20 ITU Recommendation G.707, Network node interface for the synchronous digital hierarchy (SDH);

8.4.5.21 ITU Recommendation G.704, Synchronous frame structures used at 1544, 6312, 2048, 8488 and 44736 kbit/s hierarchical levels;

8.4.5.22 Bellcore FR-440 and TR-NWT-000499, Transport Systems Generic Requirements (TSGR): Common Requirements;

8.4.5.23 Bellcore GR-820-CORE, Generic Transmission Surveillance: DS1 & DS3 Performance;

8.4.5.24 Bellcore GR-253-CORE, Synchronous Optical Network Systems (SONET); Common Generic Criteria;

8.4.5.25 Bellcore TR-NWT 000507, Transmission, Section 7, Issue 5 (Bellcore, December 1993). (A module of LSSGR, FR-NWT-000064.);

8.4.5.26 Bellcore TR-NWT-000776, Network Interface Description for ISDN Customer Access;

8.4.5.27 Bellcore TR-INS-000342, High-Capacity Digital Special Access Service-Transmission Parameter Limits and Interface Combinations, Issue 1 February 1991;

8.4.5.28 Bellcore ST-TEC 000052, Telecommunications Transmission Engineering Textbook, Volume 2: Facilities, Third Edition, Issue I May 1989;

8.4.5.29 Bellcore ST-TEC-000051, Telecommunications Transmission Engineering Textbook Volume 1: Principles, Third Edition. Issue 1 August 1987;

8.5 **Digital Cross-Connect System (DCS)**

8.5.1 **Definition**

8.5.1.1 DCS provides automated cross connection of Digital Signal level 0 (DS0) or higher transmission bit rate digital channels within physical interface facilities. Types of DCSs include but are not limited to DCS 1/0s, DCS 3/1s, and DCS 3/3s, where the nomenclature 1/0 denotes interfaces typically at the DS1 rate or greater with cross-connection typically at the DS0 rate. This same nomenclature, at the appropriate rate substitution, extends to the other types of DCSs specifically cited as 3/1 and 3/3. Types of DCSs that cross-connect Synchronous Transport Signal level 1 (STS-1s) or other Synchronous Optical Network (SONET) signals (*e.g.*, STS-3) are also DCSs, although not denoted by this same type of nomenclature. DCS may provide the functionality of more than one of the aforementioned DCS types (e.g., DCS 3/3/1 which combines

functionality of DCS 3/3 and DCS 3/1). For such DCSs, the requirements will be, at least, the aggregation of requirements on the "component" DCSs.

8.5.1.2 In locations where automated cross connection capability does not exist, DCS will be defined as the combination of the functionality provided by a Digital Signal Cross-Connect (DSX) or Light Guide Cross-Connect (LGX) patch panels and D4 channel banks or other DS0 and above multiplexing equipment used to provide the function of a manual cross connection.

8.5.1.3 Interconnection between a DSX or LGX, to a switch, another cross-connect, or other service platform device, is included as part of DCS.

8.6 **DCS Technical Requirements**

8.6.1 DCS shall provide completed end-to-end cross connection of the channels designated by CLP.

8.6.2 Where technically available in BellSouth's DCS system and supported by BellSouth's network management software, DCS shall provide multiplexing, format conversion, signaling conversion, or other functions.

8.6.3 The end-to-end cross connection assignment shall be input to the underlying device used to provide DCS from an operator at a terminal or via an intermediate system. The cross connection assignment shall remain in effect whether or not the circuit is in use.

8.6.4 BellSouth shall continue to administer and maintain DCS, including updates to the control software to current available releases.

8.6.5 BellSouth shall provide various types of Digital Cross-Connect Systems including:

8.6.5.1 DS0 cross-connects (typically termed DCS 1/0);

8.6.5.2 DS1/VT1.5 (Virtual Tributaries at the 1.5Mbps rate) cross-connects (typically termed DCS 3/1);

8.6.5.3 DS3 cross-connects (typically termed DCS 3/3);

8.6.5.4 STS-1 cross-connects; and

8.6.5.5 Other technically feasible cross-connects designated by CLP.

8.6.6 DCS shall continuously monitor protected circuit packs and redundant common equipment.

8.6.7 Where technically available in BellSouth's DCS System, DCS shall automatically switch to a protection circuit pack on detection of a failure or degradation of normal operation.

8.6.8 The underlying equipment used to provide DCS shall be equipped with a redundant power supply or a battery back-up.

8.6.9 BellSouth shall make available to CLP spare facilities and equipment necessary for provisioning repairs, as it does for itself and for its own customers.

8.6.10 Where technically available in BellSouth's DCS System and supported by BellSouth's network management software, DCS shall provide SONET to asynchronous gateway functionality (*e.g.*, STS-1 to DS1 or STS-1 to DS3).

8.6.11 Where technically available in BellSouth's DCS System and supported by BellSouth's network management software, DCS shall perform optical to electrical conversion where the underlying equipment used to provide DCS contains optical interfaces or terminations (*e.g.*, Optical Carrier level 3, i.e., OC-3, interfaces on a DCS 3/1).

8.6.12 Where technically available in BellSouth's DCS System and supported by BellSouth's network management software, DCS shall have SONET ring terminal functionality where the underlying equipment used to provide DCS acts as a terminal on a SONET ring.

8.6.13 Where technically available in BellSouth's DCS System and supported by BellSouth's network management software, DCS shall provide multipoint bridging of multiple channels to other DCSs. CLP may designate multipoint bridging to be one-way broadcast from a single master to multiple tributaries, or two-way broadcast between a single master and multiple tributaries.

8.6.14 Where technically available in BellSouth's DCS System and supported by BellSouth's network management software, DCS shall multiplex lower speed channels onto a higher speed interface and demultiplex higher speed channels onto lower speed interfaces as designated by CLP.

8.6.15 Where technically available in BellSouth's DCS System and supported by BellSouth's network management software, DCS shall perform signaling conversion and data conditioning as designated by CLP.

8.7 **DCS Interface Requirements**

8.7.1 Where technically available in BellSouth's DCS System and supported by BellSouth's network management software, BellSouth shall provide physical interfaces on DS0, DS1, and VT1.5 channel cross-connect devices at the DS1 rate or higher. In all such cases, these interfaces shall be in compliance with applicable Bellcore, ANSI, and ITU standards.

8.7.2 Where technically available in BellSouth's DCS System and supported by BellSouth's network management software, BellSouth shall provide physical interfaces on DS3 channel cross-connect devices at the DS3 rate or higher. In all such cases, these interfaces shall be in compliance with applicable Bellcore, ANSI, and ITU standards.

8.7.3 Where technically available in BellSouth's DCS System and supported by BellSouth's network management software, BellSouth shall provide physical interfaces on STS-1 cross-connect devices at the OC-3 rate or higher. In all such cases, these interfaces shall be in compliance with applicable Bellcore, ANSI, and ITU standards.

8.7.4 Where technically available in BellSouth's DCS System and supported by BellSouth's network management software, Interfaces on all other cross-connect devices shall be in compliance with applicable Bellcore, ANSI, and ITU standards.

8.8 DCS shall, at a minimum, meet all the requirements set forth in the following technical references:

8.8.1 ANSI T1.102-1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces;

8.8.2 ANSI T1.102.01-199x, American National Standard for Telecommunications - Digital Hierarchy - VT1.5;

8.8.3 ANSI T1.105-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Basic Description including Multiplex Structure, Rates and Formats;

8.8.4 ANSI T1.105.03-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Jitter at Network Interfaces;

8.8.5 ANSI T1.105.03a-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET): Jitter at Network Interfaces - DS1 Supplement;

8.8.6 ANSI T1.105.06-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Physical Layer Specifications;

8.8.7 ANSI T1.106-1988, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (Single Mode);

8.8.8 ANSI T1.107-1988, American National Standard for Telecommunications - Digital Hierarchy - Formats Specifications;

8.8.9 ANSI T1.107a-1990 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications (DS3 Format Applications);

8.8.10 ANSI T1.107b-1991 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications;

8.8.11 ANSI T1.117-1991, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (SONET) (Single Mode - Short Reach);

8.8.12 ANSI T1.403-1989, Carrier to Customer Installation, DS1 Metallic Interface Specification;

8.8.13 ANSI T1.404-1994, Network-to-Customer Installation - DS3 Metallic Interface Specification;

8.8.14 ITU Recommendation G.707, Network node interface for the synchronous digital hierarchy (SDH);

8.8.15 ITU Recommendation G.704, Synchronous frame structures used at 1544, 6312, 2048, 8488 and 44736 kbit/s hierarchical levels;

8.8.16 FR-440 and TR-NWT-000499, Transport Systems Generic Requirements (TSGR): Common Requirements;

8.8.17 GR-820-CORE, Generic Transmission Surveillance: DS1 & DS3 Performance;

8.8.18 GR-253-CORE, Synchronous Optical Network Systems (SONET); Common Generic Criteria; and

8.8.19 TR-NWT-000776, Network Interface Description for ISDN Customer Access.

9. **Signaling Link Transport**

9.1 **Definition**

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

9.2 **Technical Requirements**

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

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

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

9.2.2.2 As a "D-link" which is a connection between two STPS pairs in different company networks (e.g., between two STPS pairs for two Competing Local Providers (CLPs)).

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

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

9.2.3.2 A D-link layer shall consist of four links.

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

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

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

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

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

9.2.5.2 No two concurrent failures of facilities or equipment shall cause the failure of all four links in a D-link layer (i.e., the links should be provided on a minimum of three separate physical paths end-to-end).

9.3 **Interface Requirements**

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

10. **Signaling Transfer Points (STPs)**

10.1 **Definition** - Signaling Transfer Points is a signaling network function that includes all of the capabilities provided by the signaling transfer point switches (STPSs) and their associated signaling links which enable the exchange of SS7 messages among and between switching elements, database elements and signaling transfer point switches. Figure 4 depicts Signaling Transfer Points.

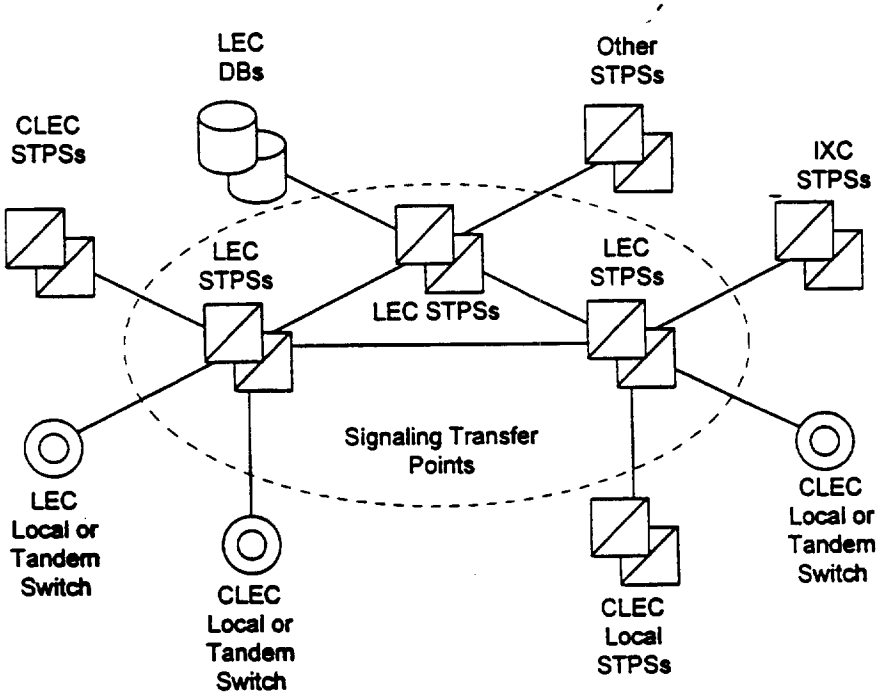


Figure 4

10.2 **Technical Requirements**

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

10.2.1.1 BellSouth Local Switching or Tandem Switching;

10.2.1.2 BellSouth Service Control Points/DataBases;

10.2.1.3 Third-party local or tandem switching

10.2.1.4 Third-party-provided STPSs.

10.2.2 The connectivity provided by STPs shall fully support the functions of all other Network Elements connected to BellSouth SS7 network. This explicitly includes the use of BellSouth SS7 network to convey messages which neither originate nor terminate at a signaling end point directly connected to BellSouth SS7 network (*i.e.*, transient messages). When BellSouth SS7 network is used to convey transient messages, there shall be no alteration of the Integrated Services Digital Network User Part (ISDNUP) or Transaction Capabilities Application Part (TCAP) user data that constitutes the content of the message.

10.2.3 If a BellSouth tandem switch routes calling traffic, based on dialed or translated digits, on SS7 trunks between an CLP local switch and third party local switch, BellSouth SS7 network shall convey the TCAP messages that are necessary to provide Call Management features (Automatic Callback, Automatic Recall, and Screening List Editing) between the CLP local STPSs and the STPSs that provide connectivity with the third party local switch, even if the third party local switch is not directly connected to BellSouth STPSs.

10.2.4 STPs shall provide all functions of the MTP as defined in Bellcore ANSI Interconnection Requirements. This includes:

10.2.4.1 Signaling Data Link functions, as defined in Bellcore ANSI Interconnection Requirements,

10.2.4.2 Signaling Link functions, as defined in Bellcore ANSI Interconnection Requirements, and

10.2.4.3 Signaling Network Management functions, as defined in Bellcore ANSI Interconnection Requirements.

10.2.5 STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as defined in Bellcore ANSI Interconnection Requirements. In particular, this includes Global Title Translation (GTT) and SCCP Management procedures, as specified in T1.112.4. In cases where the destination signaling point is a BellSouth local or tandem switching system or data base, or is an CLP or third party local or tandem switching system directly connected to BellSouth SS7 network, STPs shall perform final GTT of messages to the destination and SCCP Subsystem Management of the destination. In all

other cases, STPs shall perform intermediate GTT of messages to a gateway pair of STPSs in an SS7 network connected with BellSouth SS7 network, and shall not perform SCCP Subsystem Management of the destination.

10.2.6 STPs shall also provide the capability to route SCCP messages based on ISNI, as defined in Bellcore ANSI Interconnection Requirements, when this capability becomes available on BellSouth STPSs.

10.2.7 STPs shall provide on a non-discriminatory basis all functions of the OMAP commonly provided by STPSs. All OMAP functions will be on a "where available" basis and can include:

10.2.7.1 MTP Routing Verification Test (MRVT) and

10.2.7.2 SCCP Routing Verification Test (SRVT).

10.2.8 In cases where the destination signaling point is a BellSouth local or tandem switching system or database, or is an CLP or third party local or tandem switching system directly connected to the BellSouth SS7 network, STPs shall perform MRVT and SRVT to the destination signaling point. In all other cases, STPs shall perform MRVT and SRVT to a gateway pair of STPSs in an SS7 network connected with the BellSouth SS7 network. This requirement shall be superseded by the specifications for Internetwork MRVT and SRVT if and when these become approved ANSI standards and available capabilities of BellSouth STPSs, and if mutually agreed upon by CLP and BellSouth.

10.2.9 STPs shall be equal to or better than the following performance requirements:

10.2.9.1 MTP Performance, as defined in Bellcore ANSI Interconnection Requirements and

10.2.9.2 SCCP Performance, as defined in Bellcore ANSI Interconnection Requirements.

10.2.10 **SS7 Advanced Intelligent Network (AIN) Access**

10.2.10.1 SS7 AIN Access shall provide the CLP SCP access to BellSouth local switch via interconnection of BellSouth SS7 and CLP SS7 Networks. BellSouth shall offer SS7 access through its STPs. If BellSouth requires a mediation device on any part of its network, BellSouth must route its calls in the same manner. The interconnection arrangement shall result in the BellSouth local switch recognizing the CLP SCP as at least at

parity with BellSouth's SCP's in terms of interfaces, performance and capabilities.

SS7 AIN Access is the provisioning of AIN triggers in a BellSouth local switch and interconnection of the BellSouth SS7 network with the CLP SS7 network to exchange TCAP queries and responses with an CLP SCP.

10.2.10.2 When provided through the same mediation application, delay associated with BellSouth local switch queries to the CLP STP shall be equal to or shorter than the delay associated with queries to BellSouth STP.

10.2.10.3 BellSouth's STP's shall maintain global title translations necessary to direct AIN queries for select global title address and translation type values to the CLP SS7 network.

10.2.10.4 BellSouth STPs shall route mutually agreeable AIN responses from the CLP SCP via SS7 network interconnect to the local switch designated in the Signaling Connection Control Part (SCCP) called party address.

10.2.10.5 Network management controls resulting from an overload in elements not supporting CLP customers shall not affect queries to CLP SCPs.

10.2.10.6 When CLP selects SS7 AIN Access, BellSouth will provide access to provisioning processes to support interconnection of CLP's STPs.

10.2.10.7 STPs shall offer SS7 AIN Access in accordance with the requirements of the following technical references, as implemented in BellSouth's STPs:

10.2.10.7.1 GR-2863-CORE, CCS Network Interface Specification Supporting Advanced Intelligent Network (AIN); and

10.2.10.7.2 GR-2902-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll-Free Service Using Advanced Intelligent Network (AIN).

10.3 **Interface Requirements**

10.3.1 BellSouth shall provide the following STPs options to connect CLP or CLP-designated local switching systems or STPSs to BellSouth SS7 network:

10.3.1.1 An A-link interface from CLP local switching systems; and,

10.3.1.2 A D-link interface from CLP local STPSs.

10.3.2 Each type of interface shall be provided by one or more sets (layers) of signaling links, as follows:

10.3.2.1 An A-link layer shall consist of two links, as depicted in Figure 6.

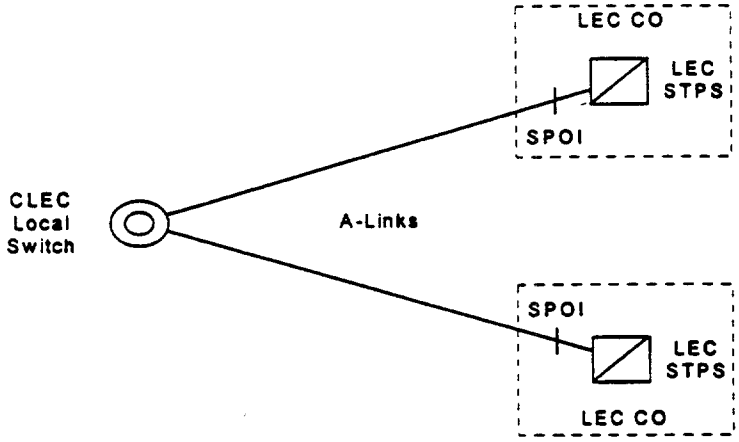


Figure 6. A-Link Interface

10.3.2.2 A D-link layer shall consist of four links, as depicted in Figure 7.

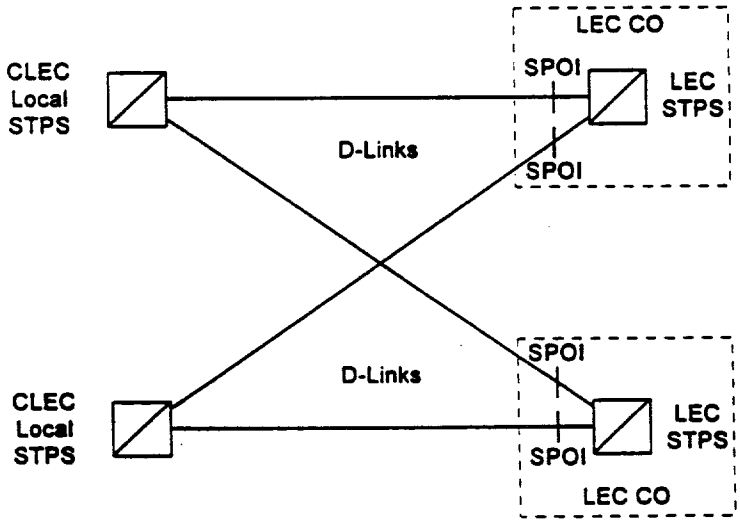


Figure 7. D-Link Interface

10.3.3 The Signaling Point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the Central Office (CO) where BellSouth STPS is located. There shall be a DS1 or

higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface. BellSouth shall offer higher rate DS1 signaling for interconnecting CLP local switching systems or STPSs with BellSouth STPSs as soon as these become approved ANSI standards and available capabilities of BellSouth STPSs. BellSouth and CLP will work jointly to establish mutually acceptable SPOIs.

10.3.4 BellSouth CO shall provide intraoffice diversity between the SPOIs and BellSouth STPS, so that no single failure of intraoffice facilities or equipment shall cause the failure of both D-links in a layer connecting to a BellSouth STPS. BellSouth and CLP will work jointly to establish mutually acceptable SPOIs.

10.3.5 BellSouth shall provide MTP and SCCP protocol interfaces that shall conform to all sections relevant to the MTP or SCCP in the following specifications:

10.3.5.1 Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP);

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

10.3.6 **Message Screening**

10.3.6.1 BellSouth shall set message screening parameters so as to accept valid messages from CLP local or tandem switching systems destined to any signaling point within BellSouth's SS7 network where the CLP switching system has a legitimate signaling relation.

10.3.6.2 BellSouth shall set message screening parameters so as to pass valid messages from CLP local or tandem switching systems destined to any signaling point or network accessed through BellSouth's SS7 network where the CLP switching system has a legitimate signaling relation.

10.3.6.3 BellSouth shall set message screening parameters so as to accept and pass/send valid messages destined to and from CLP from any signaling point or network interconnected through BellSouth's SS7 network where the CLP SCP has a legitimate signaling relation.

10.4 STPs shall be equal to or better than all of the requirements for STPs set forth in the following technical references:

10.4.1 ANSI T1.111-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP);

10.4.2 ANSI T1.111A-1994 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP) Supplement;

10.4.3 ANSI T1.112-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Signaling Connection Control Part (SCCP);

10.4.4 ANSI T1.115-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Monitoring and Measurements for Networks;

10.4.5 ANSI T1.116-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Operations, Maintenance and Administration Part (OMAP);

10.4.6 ANSI T1.118-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Intermediate Signaling Network Identification (ISNI);

10.4.7 Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP); and

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

11. **Service Control Points/DataBases**

11.1 **Definition**

11.1.1 Databases are the Network Elements that provide the functionality for storage of, access to, and manipulation of information required to offer a particular service and/or capability. Databases include, but are not limited to: Local Number Portability, LIDB, Toll Free Number Database, Automatic Location Identification/Data Management System, access to Service Creation Environment and Service Management System (SCE/SMS) application databases and Directory Assistance.

11.1.2 A Service Control Point (SCP) is a specific type of Database functionality deployed in a Signaling System 7 (SS7) network that executes service

application logic in response to SS7 queries sent to it by a switching system also connected to the SS7 network. Service Management Systems provide operational interfaces to allow for provisioning, administration and maintenance of subscriber data and service application data stored in SCPs.

11.2 **Technical Requirements for SCPs/Databases**

Requirements for SCPs/Databases within this section address storage of information, access to information (e.g. signaling protocols, response times), and administration of information (e.g., provisioning, administration, and maintenance). All SCPs/Databases shall be provided to CLP in accordance with the following requirements.

11.2.1 BellSouth shall provide physical interconnection to SCPs through the SS7 network and protocols, with TCAP as the application layer protocol.

11.2.2 BellSouth shall provide physical interconnection to databases via industry standard interfaces and protocols (e.g. ISDN and X.25).

11.2.3 The reliability of interconnection options shall be consistent with industry standards for diversity and survivability.

11.2.4 **Database Availability**

Call processing databases shall have a maximum unscheduled availability of 30 minutes per year. Unavailability due to software and hardware upgrades shall be scheduled during minimal usage periods and only be undertaken upon proper notification to providers which might be impacted. Any downtime associated with the provision of call processing related databases will impact all service providers, including BellSouth, equally.

11.2.5 The operational interface provided by BellSouth shall complete Database transactions (i.e., add, modify, delete) for CLP customer records stored in BellSouth databases within 24 hours, or sooner where BellSouth provisions its own customer records within a shorter interval.

11.3 **Local Number Portability Database**

11.3.1 **Definition**

The Permanent Number Portability (PNP) database supplies routing numbers for calls involving numbers that have been ported from one local service provider to another. PNP is currently being worked in industry forums. The results of these forums will dictate the industry direction of PNP. BellSouth agrees to provide the PNP database as

directed by the FCC and the Georgia Public Service Commission in Docket No. 5840-U.

11.4 **Line Information Database (LIDB):**

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

11.4.1 **Definition**

The Line Information Database (LIDB) is a transaction-oriented database accessible through Common Channel Signaling (CCS) networks. It contains records associated with customer Line Numbers and Special Billing Numbers. LIDB accepts queries from other Network Elements and provides appropriate responses. The query originator need not be the owner of LIDB data. LIDB queries include functions such as screening billed numbers that provides the ability to accept Collect or Third Number Billing calls and validation of Telephone Line Number based non-proprietary calling cards. The interface for the LIDB functionality is the interface between BellSouth CGS network and other CCS networks. LIDB also interfaces to administrative systems.

11.4.2 **Technical Requirements:**

BellSouth also will offer to CLP any additional capabilities that are developed for LIBD during the life of this Agreement.

11.4.2.1 Prior to the availability of a long-term solution for Local Number Portability, BellSouth shall enable CLP to store in BellSouth's LIDB any customer Line Number or Special Billing Number record, whether ported or not, for which the non-CLP dedicated NPA-NXX or RAO-0/1XX Group is supported by that LIDB, except for numbers ported from a third party local services provider.

11.4.2.2 Prior to the availability of a long-term solution for Local Number Portability, BellSouth shall enable CLP to store in BellSouth's LIDB any customer Line Number or Special Billing Number record, whether ported or not, and CLP dedicated NPA-NXX or RAO-0/1XX Group Records, except for numbers ported from a third party local services provider.

11.4.2.3 Subsequent to the availability of a long-term solution for Local Number Portability, BellSouth shall enable CLP to store in BellSouth's LIDB any customer Line Number or Special Billing Number record, whether ported or not, regardless of the number's dedicated NPA-NXX or RAO[NXX]-0/1XX., except for numbers ported from a third party local services provider.

11.4.2.4 BellSouth shall perform the following LIDB functions (i.e., processing of the following query types) for CLP's customer records in LIDB:

11.4.2.4.1 Billed Number Screening (provides information such as whether the Billed Number may accept Collect or Third Number Billing calls); and

11.4.2.4.2 Calling Card Validation: If CLP chooses to offer Tel Line Number TLN and/or Special Billing Number (SBN credit cards, calling card validation will be supported for the CLP customer data in the LIDB.

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

11.4.2.6 Within two (2) weeks after a request by CLP, BellSouth shall provide CLP with a list of the customer data items which CLP would have to provide in order to support each required LIDB function. The list shall indicate which data items are essential to LIDB function, and which are required only to support certain services. For each data item, the list shall show the data formats, the acceptable values of the data item and the meaning of those values.

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

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

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

11.4.2.10 BellSouth shall provide CLP with the capability to provision (e.g., to add, update, and delete) NPA-NXX and RAO-0/1XX Group Records, and Line Number and Special Billing Number Records, associated with CLP customers, directly into the BellSouth's LIDB provisioning process. The capability to provision (e.g., to add, update, and delete) NPA-NXX and RAO-01/1XX Group records, and Line Number and Special Billing Number Records, associated with CLP customers will be provided by BellSouth's DBAC. Direct access into BellSouth's LIDB process is not currently available. Once Direct access becomes available with the appropriate security measures, BellSouth will offer such access to CLP. In the interim , BellSouth will provide access by electronic mail, facsimile or password-protected phone call (applicable to Group level NPA-NXX

and RAO-01/1XX, updated within the same day if notification to BellSouth is received by 1:00 PM central time).

11.4.2.11 BellSouth shall maintain customer data (for line numbers, card numbers, and for any other types of data maintained in LIDB) so that such customers shall not experience any interruption of service due to the lack of such maintenance of customer data. In the event that end user customers change their local services provider, BellSouth will use its best efforts to minimize service interruption in those situations where BellSouth has control over additions and deletions to the database as the LIDB provider.

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

11.4.2.13 BellSouth shall provide priority updates to LIDB for CLP data upon CLP's request (e.g., to support fraud detection), via password-protected telephone card, facsimile, or electronic mail within one hour of notice from the established BellSouth contact.

11.4.2.14 BellSouth shall provide CLP with the capability to directly obtain, through an electronic interface, reports of all CLP data in LIDB. Such capability will be through the data migration format (FCIF Interface) that can be used to electronically obtain reports of CLP data in LIDB.

11.4.2.15 BellSouth shall provide LIDB systems such that no more than 0.01% of CLP customer records will be missing from LIDB, as measured by CLP audits. BellSouth will audit CLP records in LIDB against DBAS to identify record mis-matches and provide this data to a designated CLP contact person to resolve the status of the records and BellSouth will update system appropriately. BellSouth will refer record of mis-matches to CLP within one business day of audit. Once reconciled records are received back from CLP, BellSouth will update LIDB the same business day if less than 500 records are received before 1:00PM Central Time. If more than 500 records are received, BellSouth will contact CLP to negotiate a time frame for the updates, not to exceed three business days.

11.4.2.16 BellSouth shall perform backup and recovery of all of CLP's data in LIDB including sending to LIDB all changes made since the date of the most recent backup copy, in at least the same time frame BellSouth performs backup and recovery of BellSouth data in LIDB for itself. Currently, BellSouth performs backups of the LIDB for itself on a weekly basis and

when a new software release is scheduled, a backup is performed prior to loading the new release.

11.4.2.17 BellSouth shall provide to CLP access to LIDB measurements and reports at least at parity with the capability that BellSouth has for its own customer records and that BellSouth provides to any other party. Electronic access shall be offered to CLP when it becomes available. Currently, BellSouth provides the following information from the Billing Measurements System summarized by Data Owner/Query Originator:

Calling Card Queries
Billed Number Screening Queries
Calling Card Successful
Calling Card Denied
Calling Card CCAN Service Denied
Calling Card Pin Match Field
Calling Card Record Not Found
Billed Number Screening Successful
Billed Number Screening Not Found
Group Not Found
BNS/C Processing Indicator Not Enabled
Group Status/Nonparticipating

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

11.4.2.18 BellSouth shall provide CLP with LIDB reports of data which are missing or contain errors, as well as any misroute errors, within a reason time period as negotiated between CLP and BellSouth.

11.4.2.19 BellSouth shall prevent any access to or use of CLP data in LIDB by BellSouth personnel that are outside of established administrative and fraud control personnel, or by any other party that is not authorized by CLP in writing.

11.4.2.20 BellSouth shall provide CLP performance of the LIDB Data Screening function, which allows a LIDB to completely or partially deny specific query originators access to LIDB data owned by specific data owners, for Customer Data that is part of an NPA-NXX or RAO-0/1XX wholly or partially owned by CLP at least at parity with BellSouth Customer Data. BellSouth shall obtain from CLP the screening information associated with LIDB Data Screening of CLP data in accordance with this requirement. BellSouth currently does not have LIDB Data Screening capabilities. When such capability is available, BellSouth shall offer it to CLP under the Bona Fide Request process.

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

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

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

11.4.2.24 BellSouth shall provide 99.9 % of all LIDB queries in a round trip within 2 seconds as defined in industry standards.

11.4.3 **Interface Requirements**

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

11.4.3.1 The interface to LIDB shall be in accordance with the technical references contained herein.

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

11.4.3.3 The LIDB Data Base interpretation of the ANSI-TCAP messages shall comply with the technical references herein. Global Title Translation shall be maintained in the signaling network in order to support signaling network routing to the LIDB.

11.5 **Toll Free Number Database**

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

11.5.1 **Technical Requirements**

11.5.1.1 BellSouth shall make BellSouth Toll Free Number Database available for CLP to query with a toll-free number and originating information.

11.5.1.2 The Toll Free Number Database shall return carrier identification and, where applicable, the queried toll free number, translated numbers and instructions as it would in response to a query from a BellSouth switch.

11.5.1.3 The SCP shall also provide, at CLP's option, such additional feature as described in SR-TSV-002275 (BOC Notes on BellSouth Networks, SR-TSV-002275, Issue 2, (Bellcore, April 1994)) as are available to BellSouth. These may include but are not limited to:

11.5.1.3.1 Network Management;

11.5.1.3.2 Customer Sample Collection; and

11.5.1.3.3 Service Maintenance

11.5.2 **Interface Requirements**

The signaling interface between the CLP or other local switch and the Toll-Free Number database shall use the TCAP protocol, together with the signaling network interface as specified in the technical reference herein.

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

The ALI/DMS Database contains customer information (including name, address, telephone information, and sometimes special information from the local service provider or customer) used to determine to which Public Safety Answering Point (PSAP) to route the call. The ALI/DMS database is used to provide more routing flexibility for E911 calls than Basic 911. BellSouth shall provide the Emergency Services Database in accordance with the following:

11.6.1 **Technical Requirements**

11.6.1.1 BellSouth shall offer CLP a data link to the ALI/DMS database or permit CLP to provide its own data link to the ALI/DMS database. BellSouth shall provide error reports from the ALI/DMS data base to CLP immediately after CLP inputs information into the ALI/DMS data base. Alternately, CLP may utilize BellSouth, to enter customer information into the data base on a demand basis, and validate customer information on a demand basis.

11.6.1.2 The ALI/DMS database shall contain the following customer information:

11.6.1.2.1 Name;

11.6.1.2.2 Address;

11.6.1.2.3 Telephone number; and

11.6.1.2.4 Other information as appropriate (e.g., whether a customer is blind or deaf or has another disability).

11.6.1.3 When the BellSouth is responsible for administering the ALI/DMS database in its entirety, ported number NXXs entries for the ported numbers should be maintained unless CLP requests otherwise and shall be updated if CLP requests, provided CLP supplies BellSouth with the updates.

11.6.1.4 When Remote Call Forwarding (RCF) is used to provide number portability to the local customer and a remark or other appropriate field information is available in the database, the shadow or "forwarded-to" number and an indication that the number is ported shall be added to the customer record.

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

11.6.2 **Interface Requirements**

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

11.7 **Directory Assistance Database**

BellSouth shall make its directory assistance database available to CLP in order to allow CLP to provide its customers with the same directory assistance services BellSouth provides to BellSouth customers. BellSouth shall provide CLP with an initial feed via magnetic tape and daily update initially via magnetic tape and subsequently via an electronic gateway to be developed mutually by CLP and BellSouth of customer address and number changes. Directory Assistance Services must provide both the ported and ALEC telephone numbers to the extent available in BellSouth's database assigned to a customer. Privacy indicators must be properly identified to assure the non-published numbers are accurately identified.

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

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

11.8.2 GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP). (Bellcore, March 1994);

11.8.3 GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service 6, Issue 1, Rev. 1 (Bellcore, October 1995);

11.8.4 GR-1149-CORE, OSSGR Section 10: System Interfaces, Issue 1 (Bellcore, October 1995) (Replaces TR-NWT-001149);

11.8.5 GR-1158-CORE, OSSGR Section 22.3: Line Information Database 6, Issue (Bellcore, October 1995);

11.8.6 GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service (Bellcore, May 1995); and

11.8.7 BOC Notes on BellSouth Networks, SR-TSV-002275, ISSUE 2, (Bellcore, April 1994).

11.9 Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access

11.9.1 BellSouth's Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access shall provide CLP the capability that will allow CLP and other third parties to create service applications in a BellSouth Service Creation Environment and deploy those applications in a BellSouth SMS to a BellSouth SCP. The third party service applications interact with AIN triggers provisioned on a BellSouth SSP.

11.9.2 BellSouth's SCE/SMS AIN Access shall provide access to SCE hardware, software, testing and technical support (*e.g.*, help desk, system administrator) resources available to CLP. Scheduling procedures shall provide CLP equivalent priority to these resources

11.9.3 BellSouth SCP shall partition and protect CLP service logic and data from unauthorized access, execution or other types of compromise.

11.9.4 When CLP selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable CLP to use BellSouth's SCE/SMS AIN Access to create and administer applications. Training, documentation, and technical support will address use of SCE

and SMS access and administrative functions, but will not include support for the creation of a specific service application.

11.9.5 When CLP selects SCE/SMS AIN Access, BellSouth shall provide for a secure, controlled access environment in association with its internal use of AIN components. CLP access will be provided via remote data connection (e.g., dial-in, ISDN).

11.9.6 When CLP selects SCE/SMS AIN Access, BellSouth shall allow CLP to download data forms and/or tables to BellSouth SCP via BellSouth SMS without intervention from BellSouth (*e.g.*, service customization and customer subscription).

12. **Tandem Switching**

12.1 **Definition**

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

12.2 **Technical Requirements**

12.2.1 Tandem Switching shall have the same capabilities or equivalent capabilities as those described in Bell Communications Research TR-TSY-000540 Issue 2R2, Tandem Supplement, 6/1/90. The requirements for Tandem Switching include, but are not limited to the following:

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

12.2.1.2 Tandem Switching will provide screening as jointly agreed to by CLP and BellSouth;

12.2.1.3 Tandem Switching shall provide Advanced Intelligent Network triggers supporting AIN features where such routing is not available from the originating end office switch, to the extent such Tandem switch has such capability

12.2.1.4 Tandem Switching shall provide access to Toll Free number portability database as designated by CLP;

12.2.1.5 Tandem Switching shall provide all trunk interconnections discussed under the "Network Interconnection" section (e.g., SS7, MF, DTMF, DialPulse, PRI-ISDN, DID, and CAMA-ANI (if appropriate for 911));

12.2.11 In support of AIN triggers and features, Tandem Switching shall provide SSP capabilities when these capabilities are not available from the Local Switching Network Element, to the extent such Tandem Switch has such capability.

12.3 **Interface Requirements**

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

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

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

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

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

12.4 Tandem Switching shall meet or exceed (i.e., be more favorable to CLP) each of the requirements for Tandem Switching set forth in the following technical references:

12.4.1 Bell Communications Research TR-TSY-000540 Issue 2R2, Tandem Supplement, 6/1/90;

12.4.2 GR-905-CORE covering CCSNIS;

12.4.3 GR-1429-CORE for call management features; and
GR-2863-CORE and GR-2902-CORE covering CCS AIN interconnection

13. **DARK FIBER:**

Definition

13.1.1 Dark Fiber is unused strands of optical fiber. Dark Fiber also includes stands of optical fiber existing in aerial or underground structure which have lightwave repeater (regenerator or optical amplifier) equipment interspliced to at appropriate distances, but which has no line terminating elements terminated to such strands to operationalize its transmission capabilities.

13.2 **Requirements**

13.2.1 CLP may test the quality of the Dark Fiber to confirm its usability and performance specifications.

13.2.2 BellSouth shall use its best efforts to provide to CLP information regarding the location, availability and performance of Dark Fiber within ten (10) business days for a records based answer and twenty (20) business days for a field based answer, after receiving a request from CLP ("Request"). Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber ("Confirmation"). From the time of the Request to 90 days after Confirmation, BellSouth shall hold such requested Dark Fiber for CLP's use and may not allow any other party to use such media, including BellSouth.

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

13.3 Additional Requirements for Dark Fiber

13.3.1 Dark Fiber shall meet the following requirements: single mode, with maximum loss of 0.40 dB/km at 1310 nm and 0.25 dB/km at 1550 nm.

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

14. **Additional Requirements**

This Section 14 sets forth the additional requirements for unbundled Network Elements which BellSouth agrees to offer to CLP.

14.1.1 **Requirements**

BellSouth shall provide performance equal to or better than all of the requirements set forth in this Section 14.2.

14.2 **Performance**

14.2.1 **Scope:**

This section addresses performance requirements for Network Elements and Ancillary Functions to provide local service. It includes requirements for the reliability and availability of Network Elements and Ancillary Functions, and quality parameters such as transmission quality (analog and digital), and speed (or delay). In addition, an overview of service performance requirements is given.

14.2.1.1 The General Performance Requirements in this section apply to all aspects of Network Elements and Ancillary Functions. Additional requirements are given in this performance section and in the individual Network Elements sections.

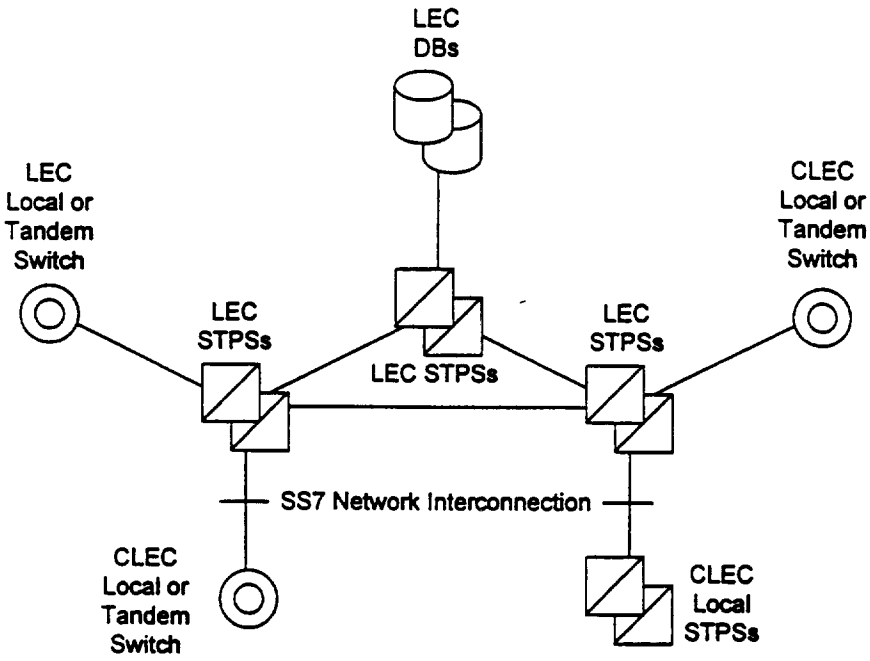
14.2.2 BellSouth shall work cooperatively with CLP to determine appropriate performance allocations across Network Elements.

14.2.2.1 BellSouth shall comply with the BellCore, ANSI, TIA/EIA, and IEEE technical standards regarding the performance of network elements and ancillary functions.

14.3 **SS7 Network Interconnection**

14.3.1 **Definition**

The figure below depicts Signaling System 7 (SS7) Network Interconnection. SS7 Network Interconnection is the interconnection of CLP local Signaling Transfer Point Switches (STPS) and CLP local or tandem switching systems with BellSouth STPSs. This interconnection provides connectivity that enables the exchange of SS7 messages among BellSouth switching systems and databases (DBs), CLP local or tandem switching systems, and other third-party switching systems directly connected the to BellSouth SS7 network.



SS7 Network Interconnection

14.3.2 **Technical Requirements**

14.3.2.1 SS7 Network Interconnection shall provide connectivity to all components of the BellSouth SS7 network. These include:

14.3.2.1.1 BellSouth local or tandem switching systems;

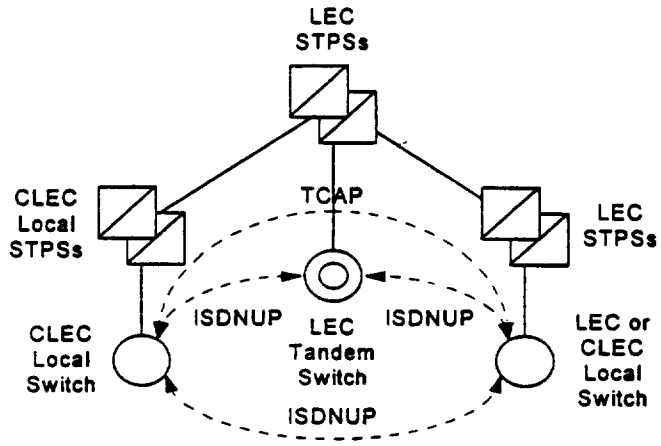
14.3.2.1.2 BellSouth DBs; and

14.3.2.1.3 Other third-party local or tandem switching systems.

14.3.2.2 The connectivity provided by SS7 Network Interconnection shall fully support the functions of BellSouth switching systems and DBs and CLP or other third-party switching systems with A-link access to the BellSouth SS7 network.

14.3.2.3 In particular the figure below depicts a circumstance where SS7 Network Interconnection shall provide transport for certain types of Transaction Capabilities Application Part (TCAP) messages. If traffic is routed based on dialed or translated digits between an CLP local switching system and a BellSouth or other third-party local switching system, either directly or via a BellSouth tandem switching system, then it is a requirement that the BellSouth SS7 network convey via SS7 Network Interconnection the TCAP messages that are necessary to provide Call Management services (Automatic Callback, Automatic Recall, and Screening List

Editing) between the CLP local STPSs and BellSouth or other third-party local switch.



Interswitch TCAP Signaling for SS7 Network Interconnection

14.3.2.4 When the capability to route messages based on Intermediate Signaling Network Identifier (ISNI) is generally available on BellSouth STPSs, the BellSouth SS7 Network shall also convey TCAP messages using SS7 Network Interconnection in similar circumstances where the BellSouth switch routes traffic based on a Carrier Identification Code (CIC).

14.3.2.5 SS7 Network Interconnection shall provide all functions of the MTP as specified in ANSI T1.111 (Reference 14.3.14.3.4.14.3.4.2). This includes:

14.3.2.5.1 Signaling Data Link functions, as specified in ANSI T1.111.2;

14.3.2.5.2 Signaling Link functions, as specified in ANSI T1.111.3; and

14.3.2.5.3 Signaling Network Management functions, as specified in ANSI T1.111.4.

14.3.2.6 SS7 Network Interconnection shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as specified in ANSI T1.112 (Reference 14.3.14.3.4.14.3.4.4). In particular, this includes Global Title Translation (GTT) and SCCP Management procedures, as specified in T1.112.4. Where the destination signaling point is a BellSouth switching system or DB, or is another third-party local or tandem switching system directly connected to the BellSouth SS7 network, SS7 Network Interconnection shall include final GTT of

messages to the destination and SCCP Subsystem Management of the destination. Where the destination signaling point is an CLP local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a gateway pair of CLP local STPSs, and shall not include SCCP Subsystem Management of the destination.

14.3.2.7 SS7 Network Interconnection shall provide all functions of the Integrated Services Digital Network User Part (ISDNUP), as specified in ANSI T1.113 (Reference 14.3.14.3.4.14.3.4.5).

14.3.2.8 SS7 Network Interconnection shall provide all functions of the TCAP, as specified in ANSI T1.114 (Reference 14.3.14.3.4.14.3.4.6).

14.3.2.9 If and when Internetwork MTP Routing Verification Test (MRVT) and SCCP Routing Verification Test (SRVT) become approved ANSI standards and available capabilities of BellSouth STPSs, SS7 Network Interconnection shall provide these functions of the OMAP.

14.3.2.10 SS7 Network Interconnection shall be equal to or better than the following performance requirements:

14.3.2.10.1 MTP Performance, as specified in ANSI T1.111.6;

14.3.2.10.2 SCCP Performance, as specified in ANSI T1.112.5; and

14.3.2.10.3 ISDNUP Performance, as specified in ANSI T1.113.5.

14.3.3 **Interface Requirements**

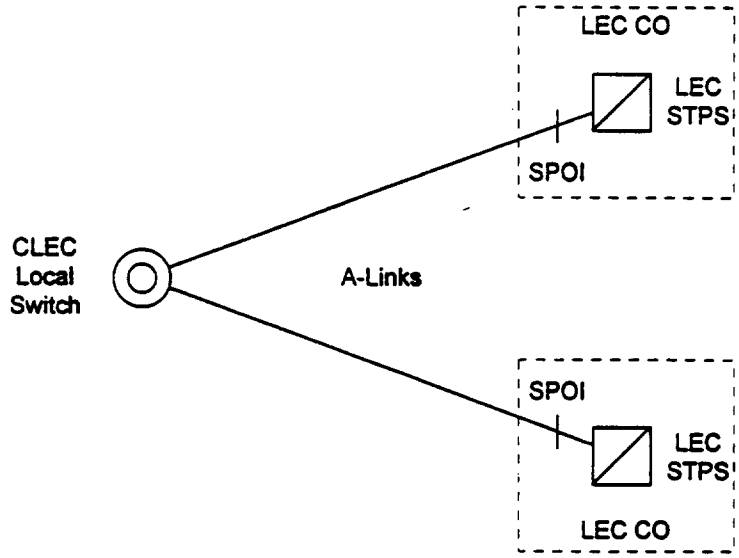
14.3.3.1 BellSouth shall offer the following SS7 Network Interconnection options to connect CLP or CLP-designated local or tandem switching systems or STPSs to the BellSouth SS7 network:

14.3.3.1.1 A-link interface from CLP local or tandem switching systems; and

14.3.3.1.2 D-link interface from CLP STPSs.

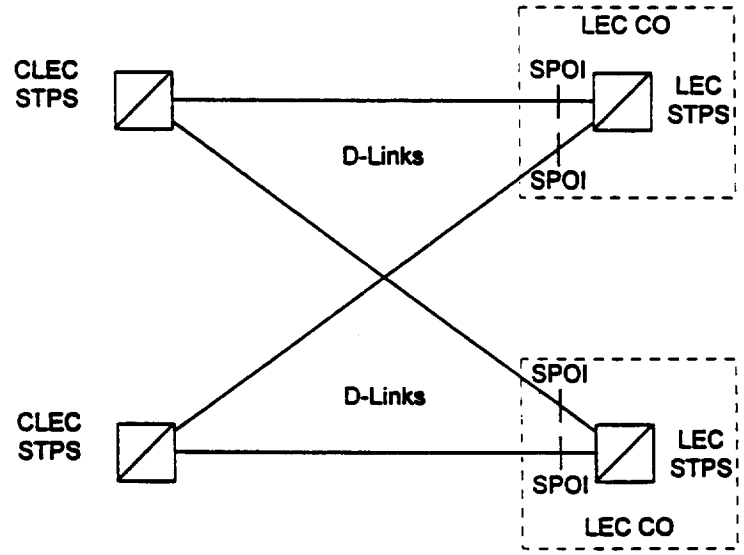
14.3.3.2 Each interface shall be provided by one or more sets (layers) of signaling links, as follows:

14.3.3.2.1 An A-link layer shall consist of two links, as depicted in the figure below.



A-Link Interface

14.3.3.2.2 A D-link layer shall consist of four links, as depicted in the f igure below.



D-Link Interface

14.3.3.3 The Signaling Point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the Central Office (CO) where the BellSouth STPS is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface. BellSouth shall offer higher rate DS1 signaling links for interconnecting CLP local switching systems or STPSs with BellSouth STPSs as soon as these become approved ANSI standards and available capabilities of BellSouth STPSs. BellSouth and CLP will work jointly to establish mutually acceptable SPOI.

14.3.3.4 BellSouth CO shall provide intraoffice diversity between the SPOIs and the BellSouth STPS, so that no single failure of intraoffice facilities or equipment shall cause the failure of both D-links in a layer connecting to a BellSouth STPS. BellSouth and CLP will work jointly to establish mutually acceptable SPOI.

14.3.3.5 The protocol interface requirements for SS7 Network Interconnection include the MTP, ISDNUP, SCCP, and TCAP. These protocol interfaces shall conform to the following specifications:

14.3.3.5.1 Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP);

14.3.3.5.2 Bellcore GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service;

14.3.3.5.3 Bellcore GR-1429-CORE, CCS Network Interface Specification (CCSNIS) Supporting Call Management Services; and

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

14.3.3.6 BellSouth shall set message screening parameters to block accept messages from CLP local or tandem switching systems destined to any signaling point in the BellSouth SS7 network with which the CLP switching system has a legitimate signaling relation.

14.3.4 SS7 Network Interconnection shall be equal to or better than all of the requirements for SS7 Network Interconnection set forth in the following technical references:

14.3.4.1 ANSI T1.110-1992 American National Standard Telecommunications - Signaling System Number 7 (SS7) - General Information;

14.3.4.2 ANSI T1.111-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP);

14.3.4.3 ANSI T1.111A-1994 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP) Supplement;

14.3.4.4 ANSI T1.112-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Signaling Connection Control Part (SCCP);

14.3.4.5 ANSI T1.113-1995 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Integrated Services Digital Network (ISDN) User Part;

14.3.4.6 ANSI T1.114-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Transaction Capabilities Application Part (TCAP);

14.3.4.7 ANSI T1.115-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Monitoring and Measurements for Networks;

14.3.4.8 ANSI T1.116-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Operations, Maintenance and Administration Part (OMAP);

14.3.4.9 ANSI T1.118-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Intermediate Signaling Network Identification (ISNI);

14.3.4.10 Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP);

14.3.4.11 Bellcore GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service;

14.3.4.12 Bellcore GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service;

14.3.4.13 Bellcore GR-1429-CORE, CCS Network Interface Specification (CCSNIS) Supporting Call Management Services; and,

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

14.4 **Network Interconnection**

14.4.1 **Technical Requirements**

14.4.1.1 When requested by CLP, BellSouth shall provide interconnections between BellSouth Network Elements provided to CLP and CLP's network at transmission rates designated by CLP, including, but not limited to DS1, DS3, and STS-1.

14.4.1.2 Traffic shall be combined and routed as follows:

14.4.1.2.1 BellSouth shall provide direct trunks for local and intraLATA traffic (except 911, directory assistance, operator services, and other services that may require special routing) and, at CLP's request, BellSouth shall allow CLP to route such traffic either directly to a BellSouth's tandem or directly to a BellSouth's end-office.

14.4.1.2.2 At CLP's request, BellSouth shall receive CLP traffic destined to BellSouth Operator Systems Network Element, on trunks from an CLP end-office or an CLP tandem.

14.4.1.2.3 At CLP's request, BellSouth shall receive CLP CAMA-ANI (Centralized Automatic Message Accounting - Automatic Number identification) traffic destined to BellSouth B911 PSAPs, or E911 tandems, on trunks from an CLP end-office.

14.4.1.3 When requested by CLP and authorized by a third party carrier, BellSouth shall provide interconnections between CLP's network, and the other carrier's network through BellSouth network at transmission rates designated by CLP, including, but not limited to DS1, DS3, and STS-1. BellSouth shall combine and route traffic to and from other local carriers and interLATA carriers through BellSouth network, and at CLP's request, BellSouth shall record and keep records of such traffic for CLP billing purposes.

14.4.1.4 The parties agree to implement the most efficient trunking arrangement to exchange all traffic unless otherwise agreed. For purposes of this Section, "most efficient" means the fewest number of trunks required to carry a forecasted load at P.01 grade of service. Initially, BellSouth and the CLP will provide one-way trunk groups for completion of BellSouth and CLP originated local and intraLATA traffic.

Attachment D

Standard Licensing Agreement

1. **Rights of Way (ROW), Conduits and Pole Attachments**

This Section 1, Poles, Conduits and Rights-of-Way to Attachment Ancillary Functions to the Agreement sets forth the terms and conditions under which BellSouth shall afford to CLEC access to BellSouth's poles, ducts, conduits and Rights-of-way, pursuant to BellSouth's Statement of Generally Available Terms and Conditions.

1.1 **DEFINITIONS**

1.1.1 Definitions in General. Except as the context otherwise requires, the terms defined in this Section shall, as used in this Section, have the meanings set forth in 1.1.2 through 1.1.31.

1.1.2 CLEC. The term "CLEC" means a competing local exchange carrier certificated by the Tennessee Regulatory Authority to offer and/or provide local telecommunications services in Tennessee.

1.1.3 Anchor. The term "anchor" refers to a device, structure, or assembly which stabilizes a pole and holds it in place. An anchor assembly may consist of a rod and fixed object or plate, typically embedded in the ground, which is attached to a guy strand or guy wire, which, in turn, is attached to the pole. The term "anchor" does not include the guy strand which connects the anchor to the pole and includes only those anchors which are owned by BellSouth, as distinguished from anchors which are owned and controlled by other persons or entities.

1.1.4 Anchor/guy strand. The term "anchor/guy strand" refers to supporting wires, typically stranded together, or other devices attached to a pole and connecting that pole to an anchor or to another pole for the purpose of increasing pole stability. The term "anchor/guy strand" includes, but is not limited to, strands sometimes referred to as "anchor strands," "down guys," "guy strands," and "pole-to-pole guys."

1.1.5 Communications Act of 1934. The terms "Communications Act of 1934" and "Communications Act" refer to the Communications Act of June 19, 1934, 48 Stat. 1064, as amended, including the provisions codified as 47 U.S.C. Sections 151 et seq. The Communications Act includes the Pole Attachment Act of 1978, as defined in this Article 1.1.

1.1.6 Assigned. The term "assigned", when used with respect to conduit or duct space or pole attachment space, refers to any space in such conduit or

duct or on such pole that is occupied by a telecommunications service provider or a municipal or other governmental authority. To ensure the judicious use of poles and conduits, space "assigned" to a telecommunications service provider must be physically occupied by the service provider, be it BellSouth or a new entrant, within twelve (12) months of the space being "assigned".

1.1.7 Available. The term "available", when used with respect to conduit or duct space or pole attachment space, refers to any usable space in such conduit or duct or on such pole not assigned to a specific provider at the applicable time.

1.1.8 Conduit occupancy. The terms "conduit occupancy" and "occupancy" refer to the presence of wire, cable, optical conductors, or other facilities within any portion of BellSouth's conduit system.

1.1.9 Conduit system. The term "conduit system" refers to any combination of ducts, conduits, manholes, and handholes joined to form an integrated whole. In this Section, the term refers to conduit systems owned or controlled by BellSouth.

1.1.10 Cost. The term "cost" as used herein refers to charges made by BellSouth to CLEC for specific work performed, and shall be (a) the actual charges made by subcontractors to BellSouth for work and/or, (b) if the work was performed by BellSouth employees, the rates set forth in Attachment A to this Statement of Generally Available Terms and Conditions shall apply for such work.

1.1.11 Duct. The term "duct" refers to a single enclosed tube, pipe, or channel for enclosing and carrying cables, wires, and other facilities. As used in this Section, the term "duct" includes "inner ducts" created by subdividing a duct into smaller channels.

1.1.12 Facilities. The terms "facility" and "facilities" refer to any property or equipment utilized in the provision of telecommunication services.

1.1.13 The acronym "FCC" refers to the Federal Communications Commission.

1.1.14 Inner-Duct. The term "inner-duct" refers to a pathway created by subdividing a duct into smaller channels.

1.1.15 **DELETED**

1.1.16 Licensee. The term "licensee" refers to a person or entity which has entered or may enter into an agreement or arrangement with BellSouth

permitting such person or entity to place its facilities in BellSouth's conduit system or attach its facilities to BellSouth's poles or anchors.

1.1.17 Lashing. The term "lashing" refers to the attachment of a licensee's sheath or inner-duct to a supporting strand.

1.1.18 License. The term "license" refers to any license issued pursuant to this Agreement and may, if the context requires, refer to conduit occupancy or pole attachment licenses issued by BellSouth prior to the date of this Agreement.

1.1.19 Make-Ready work. The term "make-ready work" refers to all work performed or to be performed (including administrative processing as described in 1.8.4) to prepare BellSouth's conduit systems, poles or anchors and related facilities for the requested occupancy or attachment of CLEC's facilities. "Make--Ready work" includes, but is not limited to, clearing obstructions (e.g., by "rodding" ducts to ensure clear passage), the rearrangement, transfer, replacement, and removal of existing facilities on a pole or in a conduit system where such work is required solely to accommodate CLEC's facilities and not to meet BellSouth's business needs or convenience. "Make--Ready work" may require "dig-ups" of existing facilities and may include the repair, enlargement or modification of BellSouth's facilities (including, but not limited to, conduits, ducts, handholes and manholes) or the performance of other work required to make a pole, anchor, conduit or duct usable for the initial placement of CLEC's facilities.

1.1.20 Manhole. The term "manhole" refers to an enclosure, usually below ground level and entered through a hole on the surface covered with a cast iron or concrete manhole cover, which personnel may enter and use for the purpose of installing, operating, and maintaining facilities in a conduit.

1.1.21 Occupancy. The term "occupancy" shall refer to the physical presence of telecommunication facilities in a duct, on a pole, or within a Right-of-way.

1.1.22 Person acting on CLEC's behalf. The terms "person acting on CLEC's behalf," "personnel performing work on CLEC's behalf," and similar terms include both natural persons and firms and ventures of every type, including, but not limited to, corporations, partnerships, limited liability companies, sole proprietorships, and joint ventures. The terms "person acting on CLEC's behalf," "personnel performing work on CLEC's behalf," and similar terms specifically include, but are not limited to, CLEC, its officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, and other persons or entities performing

services at the request of or as directed by CLEC and their respective officers, directors, employees, agents, and representatives.

1.1.23 Person acting on BellSouth's behalf. The terms "person acting on BellSouth's behalf," "personnel performing work on BellSouth's behalf," and similar terms include both natural persons and firms and ventures of every type, including but not limited to corporations, partnerships, limited liability companies, sole proprietorships, and joint ventures. The terms "person acting on BellSouth's behalf," "personnel performing work on BellSouth's behalf," and similar terms specifically include, but are not limited to, BellSouth, its officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, and other persons or entities performing services at the request or on behalf of BellSouth and their respective officers, directors, employees, agents, and representatives.

1.1.24 Pole. The term "pole" refers to both utility poles and anchors but only to those utility poles and anchors owned or controlled by BellSouth, and does not include utility poles or anchors with respect to which BellSouth has no legal authority to permit attachments by other persons or entities.

1.1.25 Pole Attachment Act. The terms "Pole Attachment Act" and "Pole Attachment Act of 1978" refer to those provisions of the Communications Act of 1934, as amended, now codified as 47 U.S.C. § 224.

1.1.26 Prelicense survey. The term "prelicense survey" refers to all work and activities performed or to be performed to determine whether there is adequate capacity on a pole or in a conduit or conduit system (including manholes and handholes) to accommodate CLEC's facilities and to determine what make-ready work, if any, is required to prepare the pole, conduit or conduit system to accommodate CLEC's facilities.

1.1.27 Right of Way (ROW). The term "right of way" refers to the right to use the land or other property of another party to place poles, conduits, cables, other structures and equipment, or to provide passage to access such structures and equipment. A Right of Way may run under, on, or above public or private property (including air space above public or private property) and may include the right to use discrete space in buildings, building complexes, or other locations.

1.1.28 Sheath. The term "sheath" refers to a single outer covering containing communications wires, fibers, or other communications media.

1.1.29 Spare Capacity. The term "spare capacity" refers to any pole attachment space, conduit, duct or inner-duct not currently assigned or subject to a pending application for attachment/occupancy. Spare capacity does not

include an inner-duct (not to exceed one inner-duct per party) reserved by BellSouth, CLEC, or a third party for maintenance, repair, or emergency restoration.

1.1.30 State. When capitalized, the term "State" (as used in terms such as "this State") refers to the State of Tennessee.

1.1.31 Third Party. The terms "third party" and "third parties" refer to persons and entities other than CLEC and BellSouth. Use of the term "third party" does not signify that any such person or entity is a party to this Agreement or has any contractual rights hereunder.

1.1.32 **DELETED**

1.1.33 **DELETED**

1.1.33.1 **DELETED**

1.1.33.2 **DELETED**

1.1.33.3 **DELETED**

1.1.33.4 **DELETED**

1.2 **DELETED**

1.3 **DELETED**

1.3.1 **DELETED**

1.3.2 **DELETED**

1.3.2.1 **DELETED**

1.3.2.2 **DELETED**

1.3.2.3 **DELETED**

1.3.2.4 **DELETED**

1.3.2.5 **DELETED**

1.3.2.6 **DELETED**

1.3.3 **DELETED**

1.3.3.1 **DELETED**

1.3.3.2 **DELETED**

1.3.3.3 **DELETED**

1.3.4 **DELETED**

1.4 **SCOPE OF AGREEMENT**

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

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

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

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

1.4.2.3 **DELETED**

1.4.3 Subject to the terms and conditions set forth in this Section, BellSouth shall issue to CLEC one or more licenses authorizing CLEC to place or attach facilities in or to specified poles, conduits, ducts or rights-of-way owned or controlled by BellSouth located within this State on a first come, first served basis. If BellSouth determines that the pole, conduit or duct space specifically requested by CLEC is necessary to meet BellSouth's present needs, or is licensed by BellSouth to another licensee, or is otherwise unavailable based on engineering concerns, BellSouth shall have the right to designate the particular duct(s) to be occupied, the

location and manner in which CLEC's facilities will enter and exit BellSouth's conduit system and the specific location and manner of installation for any associated equipment which is permitted by BellSouth to occupy the conduit system, provided that BellSouth shall provide written notice to CLEC within a reasonable time specifying in detail the reasons for denying CLEC's request.

1.4.4 Access and Use of Rights-of-Way. BellSouth acknowledges that it is required by the Telecommunications Act of 1996 to afford CLEC access to and use of all associated rights-of-way to any sites where BellSouth's owned or controlled poles, manholes, conduits, ducts or other parts of BellSouth's owned or controlled conduit systems are located.

1.4.4.1 BellSouth shall provide CLEC with access to and use of such rights-of-way to the same extent and for the same purposes that BellSouth may access or use such rights-of-way, including but not limited to access for ingress, egress or other access and to construct, utilize, maintain, modify, and remove facilities for which pole attachment, conduit occupancy, or ROW use licenses have been issued, provided that any agreement with a third party under which BellSouth holds such rights expressly or impliedly grants BellSouth the right to provide such rights to others.

1.4.4.2 Where BellSouth notifies CLEC that a BellSouth's agreement with a third party does not expressly or impliedly grant BellSouth the ability to provide such access and use rights to others, upon CLEC's request, BellSouth will use its best efforts to obtain the owner's consent and to otherwise secure such rights for CLEC. CLEC agrees to reimburse BellSouth for the reasonable and demonstrable costs incurred by BellSouth in obtaining such rights for CLEC.

1.4.4.3 In cases where a third party agreement does not grant BellSouth the right to provide access and use rights to others as contemplated in 1.4.4.1 and BellSouth, despite its best efforts, is unable to secure such access and use rights for CLEC in accordance with 1.4.4.2, or, in the case where CLEC elects not to invoke its rights under 1.4.4.1 or 1.4.4.2, CLEC shall be responsible for obtaining such permission to access and use such rights-of-way. BellSouth shall cooperate with CLEC in obtaining such permission and shall not prevent or delay any third party assignment of ROWs to CLEC.

1.4.4.4 Where BellSouth has any ownership or rights-of-way to buildings or building complexes, or within buildings or building complexes, BellSouth shall offer to CLEC through a license or other agreement:

1.4.4.4.1 The right to use any available space owned or controlled by BellSouth in the building or building complex to install CLEC equipment and facilities; and

1.4.4.4.2 Ingress and egress to such space.

1.4.4.4.3 **DELETED**

1.4.5 Except to the extent necessary to meet the requirements of the Telecommunications Act of 1996, neither this Section nor any license granted hereunder shall constitute a conveyance or assignment of any of either party's rights to use any public or private rights-of-way, and nothing contained in this Section or in any license granted hereunder shall be construed as conferring on one party any right to interfere with the other party's access to any such public or private rights-of-way.

1.4.6 No Effect on BellSouth's Right to Convey Property. Nothing contained in this Section or in any license issued hereunder shall in any way affect the right of BellSouth to convey to any other person or entity any interest in real or personal property, including any poles, conduit or ducts to or in which CLEC has attached or placed facilities pursuant to licenses issued under this Section provided however that BellSouth shall give CLEC reasonable advance written notice of such intent to convey.

1.4.7 No Effect on BellSouth's Rights to Manage its Own Facilities. This Section shall not be construed as limiting or interfering with BellSouth's rights set forth below, except to the extent expressly provided by the provisions of this Section or licenses issued hereunder or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations:

1.4.7.1 To locate, relocate, move, replace, modify, maintain, and operate BellSouth's own facilities within BellSouth's conduits, ducts or rights-of way or any of BellSouth's facilities attached to BellSouth's poles at any time and in any reasonable manner which BellSouth deems appropriate to serve its customers, avail itself of new business opportunities, or otherwise meet its business needs; or

1.4.7.2 To enter into new agreements or arrangements with other persons or entities permitting them to attach or place their facilities to or in BellSouth's poles, conduits or ducts; provided, however, that such relocations, moves, replacements, modifications, maintenance and operations or new agreements or arrangements shall not substantially interfere with CLEC's pole attachment, conduit occupancy or ROW use, rights provided by licenses Issued pursuant to this Section .

1.4.8 No Effect on CLEC's Rights to Manage its Own Facilities. This Section shall not be construed as limiting or interfering with CLEC's rights set forth below, except to the extent expressly provided by the provisions of this Section or licenses issued hereunder or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations:

1.4.8.1 To locate, relocate, move, replace, modify, maintain, and operate its own facilities within BellSouth's conduits, ducts or rights-of-way or its facilities attached to BellSouth's poles at any time and in any reasonable manner which CLEC deems appropriate to serve its customers, avail itself of new business opportunities, or otherwise meet its business needs; or

1.4.8.2 To enter into new agreements or arrangements with other persons or entities permitting CLEC to attach or place its facilities to or in such other persons' or entities' poles, conduits or ducts, or rights-of-way; provided, however, that such relocations, moves, replacements, modifications, maintenance and operations or new agreements or arrangements shall not conflict with CLEC's obligations under licenses issued pursuant to this Section .

1.4.9 No Right to Interfere with Facilities of Others. The provisions of this Section or any license issued hereunder shall not be construed as authorizing either party to this Section to rearrange or interfere in any way with any of the other party's facilities, with the facilities of other persons or entities, or with the use of or access to such facilities by such other party or such other persons or entities, except to the extent expressly provided by the provisions of this Section or any license issued hereunder or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations.

1.4.9.1 **DELETED**

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

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

1.4.10 **DELETED**

1.4.10.1 With respect to facilities occupied by CLEC or the subject of an application for attachment by CLEC, BellSouth will give to CLEC 60 days'

written notice for conduit extensions or reinforcements, 60 days' written notice for pole line extensions, 60 days' written notice for pole replacements, and 60 days' written notice of BellSouth's intention to construct, reconstruct, expand or place such facilities or of BellSouth's intention not to maintain or use any existing facility and, in the case of an existing facility which BellSouth elects not to maintain or use, BellSouth will grant to CLEC a right to maintain and use such facility. If an emergency or provision or an applicable joint use agreement requires BellSouth to construct, reconstruct, expand or replace poles, conduits or ducts occupied by CLEC or the subject of an application for attachment by CLEC, BellSouth will notify CLEC as soon as reasonably practicable of such proposed construction, reconstruction, expansion or replacement to enable CLEC, if it so desires, to request that a pole, conduit or duct of greater height or capacity be utilized to accommodate an anticipated facility need of CLEC.

1.4.10.2 At CLEC's expense, BellSouth shall remove any retired cable from conduit systems to allow for the efficient use of conduit space within a reasonable period of time.

1.4.10.3 Where BellSouth has available ducts and inner ducts, BellSouth shall offer such ducts and inner ducts to CLEC for CLEC's use. One full-sized (typically 4 inch diameter) duct and inner duct shall be assigned for emergencies. If BellSouth or any other service provider utilizes the emergency duct or inner duct, and such duct or inner duct was the last unoccupied full-sized duct or inner duct in the applicable cross-section, said provider shall, at its expense, reestablish a clear, full-sized duct or inner duct for emergency restoration as soon as practicable. If occupancy of the emergency duct or inner duct by BellSouth or other service provider was for non-emergency purposes, such occupancy shall be subject to immediate removal should an emergency arise calling for the need of a restoration conduit. In the event that an emergency situation causes a service outage, pole and/or duct access will be afforded without discrimination to service providers, with the following prioritization: (i) fire, police and/or hospital facilities, and (ii) facilities impacting the greatest number of people consistent with an intention to best serve the needs of the people.

1.4.11 Assignment of Space. Assignment of space on poles, in conduits or ducts and within ROWs will be made pursuant to licenses granted by BellSouth on an equal basis to BellSouth, CLEC and other telecommunication service providers.

1.5 **REQUIREMENTS AND SPECIFICATIONS**

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

1.5.1.1 The Blue Book Manual of Construction Procedures, Special Report SR-TAP-001421, published by Bell Communications Research, Inc. ("Bellcore"), and sometimes referred to as the "Blue Book";

1.5.1.2 The National Electrical Code (NEC); and

1.5.1.3 The National Electrical Safety Code (NESC).

1.5.2 Changes in Published Standards. CLEC agrees to rearrange its facilities in accordance with changes in the standards published in the publications specified in Article 1.5.1 of this Attachment if required by law to do so or upon the mutual agreement of the parties.

1.5.3 Additional Electrical Design Specifications. CLEC agrees that, in addition to specifications and requirements referred to in Articles 1.5.1-1.5.2 above, CLEC's facilities placed in BellSouth's conduit system shall meet all of the following electrical design specifications:

1.5.3.1 No facility shall be placed in BellSouth's conduit system in violation of FCC regulations.

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

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

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

1.5.3.5 CLEC's coaxial cable may carry continuous DC voltages up to 1800 volts to ground where the conductor current will not exceed one-half amperes and where such cable has two separate grounded metal sheaths or shields and a suitable insulating jacket over the outer sheath or shield. The power supply shall be so designed and maintained that the total

current carried over the outer sheath shall not exceed 200 micro amperes under normal conditions. Conditions which would increase the current over this level shall be cleared promptly.

1.5.3.6 Neither party shall circumvent the other party's corrosion mitigation measures. Each party's new facilities shall be compatible with the other party's facilities so as not to damage any facilities of the other party by corrosion or other chemical reaction.

1.5.4 Additional Physical Design Specifications. CLEC's facilities placed in BellSouth's conduit system must meet all of the following physical design specifications:

1.5.4.1 Cables bound or wrapped with cloth or having any kind of fibrous coverings or impregnated with an adhesive material shall not be placed in BellSouth's conduit or ducts.

1.5.4.2 The integrity of BellSouth's conduit system and overall safety of BellSouth's personnel and other personnel working in BellSouth's conduit system requires that "dielectric cable" be required when CLEC's cable facility utilizes an alternative duct or route that is shared in the same trench by any current carrying facility of a power utility.

1.5.4.3 New construction splices in CLEC's fiber optic and twisted pair cables shall be located in manholes, pull boxes or handholes.

1.5.5 Additional Specifications Applicable to Connections. The following specifications apply to connections of CLEC's conduit to BellSouth's conduit system:

1.5.5.1 CLEC will be permitted to connect its conduit or duct only at the point of a BellSouth manhole. No attachment will be made by entering or breaking into conduit between manholes. All necessary work to install CLEC facilities will be performed by CLEC or its contractor at CLEC's expense. In no event shall CLEC or its contractor "core bore" or make any other modification to BellSouth manhole(s) without the prior written approval of BellSouth, which approval will not be unreasonably delayed or withheld.

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

1.5.5.3 If CLEC constructs or utilizes a duct connected to BellSouth's manhole, the duct and all connections between that duct and BellSouth's manhole shall be sealed, to the extent practicable, to prevent the entry of gases or liquids into BellSouth's conduit system. If CLEC's duct enters a building, it

shall also be sealed where it enters the building and at all other locations necessary to prevent the entry of gases and liquids from the building into BellSouth's conduit system.

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

1.5.6.1 CLEC's facilities within BellSouth's conduit system shall be constructed, placed, rearranged, modified, and removed upon receipt of license specified in 1.7.1. However, no such license will be required for the inspection, maintenance, repair or non-physical modifications of CLEC's facilities.

1.5.6.2 "Rodding" or clearing of ducts in BellSouth's conduit system shall be done only when specific authorization for such work has been obtained in advance from BellSouth, which authorization shall not be unreasonably delayed or withheld by BellSouth. The parties agree that such rodding or clearing shall be performed according to existing industry standards and practices. CLEC may contract with BellSouth for performance of such work or (at CLEC's option) with a contractor who demonstrates compliance with BellSouth certification requirements.

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

1.5.6.4 Personnel performing work on BellSouth's or CLEC's behalf within BellSouth's conduit system (including any manhole) shall, upon completing their work, make reasonable efforts to remove all tools,

unused materials, wire clippings, cable sheathing and other materials brought by them to the work site.

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

1.5.6.6 CLEC's facilities shall be plainly identified with CLEC's name in each manhole with a firmly affixed permanent tag that meets standards set by BellSouth for its own facilities.

1.5.6.7 Manhole pumping and purging required in order to allow CLEC's work operations to proceed shall be performed by CLEC or its contractor in compliance with BellSouth Practice Sec. 620-145-011BT, "Manhole Contaminants, Water, Sediment or Debris Removal and Reporting Procedures," and any amendments, revisions or supplements thereto and in compliance with all regulations and standards established by the United States Environmental Protection Agency and by any applicable state or local environmental regulators.

1.5.6.8 Planks or other types of platforms shall not be installed using cables, pipes or other equipment as a means of support. Platforms shall be supported only by cable racks.

1.5.6.9 Any leak detection liquid or device used by CLEC or personnel performing work on CLEC's facilities within BellSouth's conduit system shall be of a type approved by BellSouth or Bellcore.

1.5.6.10 When CLEC or personnel performing work on CLEC's behalf are working within or in the vicinity of any part of BellSouth's poles or conduit system which is located within, under, over, or adjacent to streets, highways, alleys or other traveled rights-of-way, CLEC and all personnel performing work on CLEC's behalf shall follow procedures which CLEC deems appropriate for the protection of persons and property. CLEC shall be responsible, at all times, for determining and implementing the specific steps required to protect persons and property at the site. CLEC will provide all traffic control and warning devices required to protect pedestrian and vehicular traffic, workers and property from danger. CLEC has sole responsibility for the safety of all personnel performing work on CLEC's behalf, for the safety of bystanders, and for insuring that all operations conform to current OSHA regulations and all other governmental rules, ordinances or statutes. BellSouth reserves the right to suspend CLEC's activities on, in or in the vicinity of BellSouth's poles or conduit system if, in BellSouth's reasonable judgment, any hazardous condition arises due to the activity (including both acts and omissions) of CLEC or any personnel performing work on CLEC's behalf, which suspension shall cease when the condition has been rectified.

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

1.5.6.12 Smoking or the use of any open flame is prohibited in BellSouth's manholes, in any other portion of BellSouth's conduit system, or within 10 feet of any open manhole entrance; provided that this provision will not prohibit the use of spark producing tools such as electric drills, fusion splicers, etc.

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

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

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

1.5.6.16 **DELETED**

1.5.7 Opening of Manholes. The following requirements apply to the opening of BellSouth's manholes and the authority of BellSouth personnel present when work on CLEC's behalf is being performed within or in the vicinity of BellSouth's conduit system.

1.5.7.1 BellSouth's manholes shall be opened only as permitted by BellSouth's authorized employees or agents, which permission shall not be unreasonably denied or delayed.

1.5.7.2 CLEC shall notify BellSouth forty-eight (48) hours in advance of any routine work operation requiring entry into any of BellSouth's manholes.

1.5.7.3 CLEC shall be responsible for obtaining any necessary authorization from appropriate authorities to open manholes for conduit work operations therein.

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

1.5.7.5 Although BellSouth's authorized employee or agent shall not direct or control the conduct of CLEC's work at the work site, BellSouth's employee or agent shall have the authority to suspend CLEC's work operations within BellSouth's conduit system if, in the reasonable discretion of such BellSouth employee or agent, it appears that any hazardous conditions arise or any unsafe practices are being followed by CLEC or personnel performing work on CLEC's behalf.

1.5.8 OSHA Compliance: Notice to BellSouth of Unsafe Conditions. CLEC agrees that:

1.5.8.1 Its facilities shall be constructed, placed, maintained, repaired, and removed in accordance with the Occupational Safety and Health Act (OSHA) and all rules and regulations promulgated thereunder;

1.5.8.2 All persons acting on CLEC's behalf, including but not limited to CLEC's employees, agents, contractors, and subcontractors shall, when working on or within BellSouth's poles or conduit system, comply with OSHA and all rules and regulations thereunder;

1.5.8.3 CLEC shall establish appropriate procedures and controls to assure compliance with all requirements of this section; and

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

1.5.9 Compliance with Environmental Laws and Regulations.

CLEC acknowledges that, from time to time, environmental contaminants may enter BellSouth's conduit system and accumulate in manholes or other conduit facilities and that certain conduits (transite) are constructed with asbestos-containing materials. Before CLEC is required to make a commitment with respect to available space, CLEC shall have the right but not the duty to sample for asbestos conduits and other facilities it may need to puncture, abrade or otherwise disturb to determine whether or not to accept such space. If BellSouth has knowledge of the presence of such contaminants in a conduit for which CLEC has applied for or holds a license, BellSouth will promptly notify CLEC of such fact (i) in a manner

that is at least equal to the notice BellSouth provides to its employees and (ii) in accordance with applicable laws and regulations.

BellSouth makes no representations to CLEC or personnel performing work on CLEC's behalf that BellSouth's conduit system or any specific portions thereof will be free from environmental contaminants at any particular time. The acknowledgments and representations set forth herein are not intended to relieve BellSouth of any liability which it would otherwise have under applicable law for the presence of environmental contaminants in its conduit facilities. CLEC agrees to comply with the following provisions relating to compliance with environmental laws and regulations:

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

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

1.5.9.3 CLEC shall establish appropriate procedures and controls to assure compliance with all requirements of this section. BellSouth will be afforded a reasonable opportunity to review such procedures and controls and provide comments that will be reasonably considered in advance of their implementation. Review and comment by BellSouth pursuant to this section will be provided in a timely manner.

1.5.9.4 CLEC and all personnel performing work on CLEC's behalf shall comply with such standards and practices as BellSouth and CLEC may from time to time mutually agree to adopt to comply with environmental laws and regulations including, without limitation, BellSouth Practice Sec. 620-145-011BT, "Manhole Contaminants, Water, Sediment or Debris Removal and Reporting Procedures". Pursuant to this practice, neither CLEC nor BellSouth nor personnel performing work on either party's behalf shall discharge water or any other substance from any BellSouth manhole or other conduit facility onto public or private property, including any storm water drainage system, without first testing such water or substance for

contaminants in accordance with mutually agreed standards and practices and determining that such discharge would not violate any environmental law, create any environmental risk or hazard, or damage the property of any person. Proper handling and disposal of any waste material from a BellSouth manhole by CLEC or its contractor shall be the responsibility of CLEC. No such waste material shall be deposited on BellSouth premises for storage or disposal.

1.5.10 Compliance with Other Governmental Requirements. CLEC agrees that its facilities attached to BellSouth's facilities shall be constructed, placed, maintained, and removed in accordance with the ordinances, rules, and regulations of any governing body having jurisdiction of the subject matter. CLEC shall comply with all statutes, ordinances, rules, regulations and other laws requiring the marking and lighting of aerial wires, cables and other structures to ensure that such wires, cables and structures are not a hazard to aeronautical navigation. CLEC shall establish appropriate procedures and controls to assure such compliance by all persons acting on CLEC's behalf, including but not limited to, CLEC's employees, agents, contractors, and subcontractors.

1.5.11 Differences in Standards or Specifications. To the extent that there may be differences in any applicable standards or specifications referred to in this Article 1.5, the most stringent standard or specification shall apply.

1.5.12 CLEC Solely Responsible for the Condition of Its Facilities. CLEC shall be responsible at all times for the condition of its facilities and its compliance with the requirements, specifications, rules, regulations, ordinances, and laws specified in 1.5.1-1.5.11 above. In this regard, BellSouth shall have no duty to CLEC to inspect or monitor the condition of CLEC's facilities (including but not limited to splices and other facilities connections) located within BellSouth's conduit and ducts or any attachment of CLEC's facilities to BellSouth's poles, anchors, anchor/guy strands or other pole facilities. BellSouth may, however, conduct such inspections and audits of its poles and conduit system as BellSouth determines reasonable or necessary. Such inspection and audits shall be conducted at BellSouth's expense with the exception of (1) follow-up inspection to confirm remedial action after an observed CLEC violation of the requirements of this Agreement; and (2) inspection of CLEC facilities in compliance with a specific mandate of appropriate governmental authority for which inspections the cost shall be borne by CLEC. Either party may audit the other party's compliance with the terms of this Section. Observed safety hazards or imminent facility failure conditions of another party shall be reported to the affected party where such party can be readily identified.

1.5.13 Efficient use of Conduit. BellSouth will install inner-ducts to increase duct space in existing conduit as facilities permit. The full compliment of inner-ducts will be installed which can be accommodated under sound engineering principles. The number of inner-ducts which can reasonably be installed will be determined by BellSouth.

1.6 **ADDITIONAL LEGAL REQUIREMENTS**

1.6.1 **DELETED**

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

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

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

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

1.6.2.2 BellSouth shall have the right to request evidence that all appropriate authorizations have been obtained. However, such request shall not delay BellSouth's prelicense survey work.

1.6.3 Lawful Purposes. All facilities placed by CLEC in BellSouth's conduit and ducts or on BellSouth's poles, anchors or anchor/guy strands must serve a lawful purpose and the uses made of CLEC's facilities must comply with all applicable federal, state, and local laws and with all federal, state, and

local regulatory rules, regulations, and requirements. In this regard, CLEC shall not utilize any facilities occupying or attached to BellSouth's conduits, ducts or poles for the purpose of providing any services which it is not authorized by law to provide or for the purpose of enabling any other person or entity to provide any such services.

1.7 **FACILITIES AND LICENSES**

1.7.1 Licenses Required. Before placing any facilities in BellSouth's conduits or ducts or attaching any facilities to BellSouth's poles, anchors or anchor/guy strands, CLEC must first apply for and receive a written license from BellSouth. BellSouth shall not unreasonably deny or delay issuance of any license and, in any event, BellSouth shall issue such license within 20 business days from (i) submission of the license application if make-ready work is not required, or (ii) completion of make-ready work, if make-ready work is needed.

1.7.2 **DELETED**

1.7.3 Provision of Records and Information to CLEC.

1.7.3.1 In order to obtain information regarding facilities, CLEC shall make a written request to BellSouth, identifying with reasonable specificity the geographic area for which facilities are required, the types and quantities of the required facilities and the required in-service date. In response to such request, BellSouth shall provide CLEC with information regarding the types, quantity and location (which may be provided by provision of route maps and availability of BellSouth poles, conduit and right-of-way located within the geographic area specified by CLEC. Provision of information under the terms of this section shall include the right of CLEC employees or agents to inspect and copy engineering records or drawings which pertain to those facilities within the geographic area identified in CLEC's request. Such inspection and copying shall be done at a time and place mutually agreed upon by the parties. CLEC may elect to be present at any field based survey of facilities identified pursuant to this paragraph and BellSouth shall provide CLEC at least forty-eight (48) hours notice prior to initiating such field survey. CLEC employees or agents shall be permitted to enter BellSouth manholes and inspect such structures to confirm usability and/or evaluate condition of the structure(s) with at least forty-eight (48) hours notice to BellSouth, with a BellSouth representative present and at CLEC's expense.

1.7.3.2 **DELETED**

1.7.3.3 **DELETED**

1.7.4 **MAKE-READY WORK**

1.7.4.1 If performed by BellSouth, make-ready work to accommodate CLEC's facilities shall be included in the normal work load schedule of BellSouth with construction responsibilities in the geographic areas where the relevant poles or conduit systems are located and shall not be entitled to priority, advancement, or preference over other work to be performed by BellSouth in the ordinary course of BellSouth's business.

1.7.4.2 If CLEC desires make-ready work to be performed on an expedited basis and BellSouth agrees to perform the work on such a basis, BellSouth shall recalculate the estimated make-ready charges. If CLEC accepts BellSouth's offer, CLEC shall pay such additional charges.

1.7.4.2.1 **DELETED**

1.7.4.2.2 **DELETED**

1.7.4.2.3 **DELETED**

1.7.4.3 All charges for make-ready work performed by BellSouth are payable in advance, with the amount of any such advance payment to be due within sixty (60) days after receipt of an invoice from BellSouth.

1.7.4.3.1 **DELETED**

1.7.4.3.2 **DELETED**

1.7.4.4 In lieu of obtaining performance of make-ready work by BellSouth, CLEC at its option may arrange for the performance of such work by a contractor certified by BellSouth to work on or in its facilities. Certification shall be granted based upon reasonable and customary criteria employed by BellSouth in the selection of its own contract labor. Notwithstanding any other provisions of this Section, CLEC may not employ a contractor to accomplish make-ready work if BellSouth is likewise precluded from contractor selection under the terms of an applicable joint use agreement.

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

1.7.5 Application Form and Fees. To apply for a license under this Section, CLEC shall submit to BellSouth two signed copies of an Application and Conduit Occupancy License form or an Application and Pole Attachment License form. BellSouth will process license applications in the order in which they are received; provided, however, that when CLEC has multiple applications on file with BellSouth, CLEC may designate its desired

priority of completion of prelicense surveys and make-ready work with respect to all such applications.

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

1.7.5.2 Each application for a license under this Section shall be accompanied by a proposed (or estimated) construction schedule containing the information specified below in 1.10.1 of this Attachment, and an indication of whether CLEC will, at it's option, perform it's own make-ready work.

1.7.5.3 The parties agree to the establishment of a joint task force, consisting of representatives of CLEC and BellSouth, which will develop all procedures necessary to effectuate the provisions of this Section 1.7. Matters to be addressed by the joint task force include, without limitation, the development of time frames for BellSouth's provision of record information and availability determinations and for the processing of license applications; the establishment of guidelines to address the number of CLEC applications which may be processed simultaneously by BellSouth; and any other matters necessary to effectuate the provisions of this Section. The parties agree to negotiate in good faith to achieve agreement on all matters presented to the joint task force and to reduce said agreement to writing within sixty (60) calendar days from the Effective Date of this Agreement.

1.7.6 Multiple Cables, Multiple Services, Lashing or Placing Additional Cables, and Replacement of Facilities. CLEC may include multiple cable in a single license application and multiple services (e.g., CATV and non-CATV services) may be provided by CLEC in the same cable sheath. CLEC's lashing additional cable to existing facilities and placing additional cables in conduits or ducts already occupied by CLEC's facilities shall be permitted, and no additional fees will be applied; provided, however, that if CLEC desires to lash additional cable to existing facilities of a third party CLEC shall provide BellSouth with reasonable notice, and shall obtain written permission from the owner of the existing facilities. If BellSouth determines that the requested lashing would violate safety requirements, BellSouth shall provide written notice to CLEC within a reasonable time specifying in detail BellSouth's findings. If CLEC desires to place additional cables in conduits or ducts which are already occupied, or to replace existing facilities with new facilities substantially different from

those described in licenses in effect, CLEC must apply for a acquire a new license specifically describing the physical size, weight and jacket material of the cable to be placed in BellSouth's conduits and ducts or the physical size, weight, and jacket type of cables and the size and weight of apparatus enclosures and other facilities to be attached to BellSouth's poles.

1.7.7 **DELETED**

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

[Title of Single Point of Contact]
[Address, phone and fax]

Anything to the contrary herein notwithstanding, notification of an emergency condition which poses an immediate threat to life or property or substantially impairs provisioning of BellSouth's service shall be reported to BellSouth by contacting:

[Name and Title]
[Address, phone and fax]

1.7.9 **DELETED**

1.8 **PROCESSING OF APPLICATIONS (INCLUDING PRELICENSE SURVEYS AND FIELD INSPECTIONS)**

1.8.1 CLEC's Priorities. When CLEC has multiple applications on file with BellSouth, CLEC shall designate its desired priority of completion of prelicense surveys and make-ready work with respect to all such applications.

1.8.2 Prelicense Survey. After CLEC has submitted its written application for a license, a prelicense survey (including a field inspection) will be performed by either party, in the company of a representative of the other party as mutually agreed, to determine whether BellSouth's poles, anchors and anchor/guy strands, or conduit system, in their present condition, can accommodate CLEC's facilities, without substantially interfering with the ability of BellSouth or any other authorized person or entity to use or access the pole, anchor or anchor/guy strand or any portion of BellSouth's conduit system or facilities attached to BellSouth's pole or placed within or

connected to BellSouth's conduit system. If CLEC gives its prior written consent in writing, the determination of duct availability may include the "rodding" of ducts at CLEC's expense.

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

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

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

1.8.3 Environmental, health and safety inspections. Within ten (10) business days after CLEC has submitted its written application for a license, BellSouth shall advise CLEC whether an environmental, health and safety inspection has been performed and shall supply CLEC with any inspection report including, but not limited to, Phase I and Phase II site assessments.

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

1.8.5 **DELETED**

1.9 **ISSUANCE OF LICENSES**

1.9.1 Obligation to Issue Licenses. BellSouth shall issue a license to CLEC pursuant to this 1.9. BellSouth and CLEC acknowledge that each application for a license shall be evaluated on an individual basis. Nothing contained in this section shall be construed as abridging any independent pole attachment rights or conduit or duct access rights which CLEC may have under the provisions of any applicable federal or state laws or regulations governing access to BellSouth's poles, conduits and ducts, to the extent the same are not inconsistent with the Telecommunications Act of 1996. Each license issued hereunder shall be for an indefinite term, subject to CLEC's compliance with the provisions applicable to such license and further subject to CLEC's right to terminate such license at any time for any reason upon at least thirty (30) days' prior written notice.

1.9.2 Issuance of Licenses When No Make-Ready Work is Required. If BellSouth determines that no make-ready work is required, BellSouth shall approve applications for pole attachment and conduit occupancy licenses and issue such licenses within twenty (20) business days of receipt of CLEC's application.

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

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

1.9.3.2 **DELETED**

1.9.3.3 **DELETED**

1.9.4 Agreement to Pay for All Make-Ready Work Completed. CLEC's submission of written authorization for make-ready work shall also constitute CLEC' s agreement to pay additional cost-based charges, if any, for completed make-ready work as provided in Article 1.7.4.3.

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

1.9.6 **DELETED**

1.9.7 **DELETED**

1.9.7.1 **DELETED**

1.9.7.2 **DELETED**

1.9.7.3 **DELETED**

1.9.7.4 **DELETED**

1.9.7.5 **DELETED**

1.9.8 Make-Ready Work on an Expedited Basis.

1.9.8.1.1 If CLEC requests that make-ready work be performed on an expedited basis, CLEC shall so advise BellSouth at the earliest opportunity.

1.9.8.1.2 If CLEC is willing to authorize BellSouth to perform make-ready work on an expedited basis, and if BellSouth agrees to perform the work on such a basis, BellSouth shall recalculate the estimated make-ready charges. If CLEC accepts BellSouth's offer, upon completion of the make-ready work CLEC shall pay such additional charges, if any.

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

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

1.9.9.2 Except as expressly stated to the contrary in individual licenses issued hereunder, each license issued pursuant to this Section shall incorporate all terms and conditions of this Section whether or not such terms or

conditions are expressly incorporated by reference on the face of the license itself.

1.10 **CONSTRUCTION OF CLEC'S FACILITIES**

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

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

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

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

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

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

1.10.2.1 CLEC shall give written notice of the type of facilities which are to be placed; and

1.10.2.2 BellSouth shall provide to CLEC space in manholes for racking and storage of up to fifty (50) feet of cable and a reasonable amount of equipment necessary for installing and/or splicing fiber, for a period not to exceed forty-eight (48) hours, provided space is available.

1.10.3 **DELETED**

1.10.4 BellSouth Not Responsible for Constructing or Placing Facilities. BellSouth shall have no obligation to construct any facilities for CLEC or to attach CLEC's facilities to, or place CLEC's facilities in, BellSouth's poles or conduit system, except as may be necessary to facilitate the interconnection of unbundled network elements or except to the extent

expressly provided in this Section , any license issued hereunder, or by the Telecommunications Act of 1996 or any other applicable law.

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

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

1.10.6.1 CLEC shall construct, attach and place its facilities in compliance with all Requirements and Specifications set forth above in 1.5 of this Attachment.

1.10.6.2 CLEC shall satisfy all Legal Requirements set forth above in 1.6 of this Section.

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

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

1.10.8 Points for Attachment. BellSouth shall specify, using the same selection criteria it uses for its own operating company, the point of attachment of each pole or anchor to be occupied by CLEC's facilities. When the facilities of more than one applicant are involved, BellSouth will attempt, to

the extent practicable, to designate the same relative position on each pole or anchor for each applicant's facilities.

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

1.11 **USE AND ROUTINE MAINTENANCE OF CLEC'S FACILITIES**

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

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

1.11.3 CLEC Responsible for Maintenance of CLEC's Facilities. CLEC shall maintain its facilities in accordance with the provisions of this Section (including but not limited to all Requirements set forth above in 1.5 of this Section) and all licenses issued hereunder. CLEC shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the maintenance of CLEC's facilities and for directing the activities of all persons acting on CLEC's behalf while they are physically present on BellSouth's poles, within BellSouth's conduit system or in the immediate vicinity of such poles or conduit system.

1.11.4 BellSouth Not Responsible for Maintaining CLEC's Facilities. BellSouth shall have no obligation to maintain any facilities which CLEC has attached or connected to, or placed in, BellSouth's poles, conduits, ducts or any portion of BellSouth's conduit system, except to the extent expressly provided by the provisions of this Section or any license issued hereunder, or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations.

1.11.5 Information Concerning the Maintenance of CLEC's Facilities. Promptly after the issuance of a license permitting CLEC to attach facilities to, or place facilities in BellSouth's poles, conduits or ducts, CLEC shall provide BellSouth with the name, title, business address, and business telephone number of the manager responsible for routine maintenance of CLEC's facilities, and shall thereafter notify BellSouth of changes to such information. The manager responsible for routine maintenance of CLEC's facilities shall, on BellSouth's request, identify any contractor, subcontractor, or other person performing maintenance activities on CLEC's behalf at a specified site and shall, on BellSouth's request, provide such additional documentation relating to the maintenance of CLEC's facilities as reasonably necessary to demonstrate that CLEC and all persons acting on CLEC's behalf are complying with the requirements of this Section and licenses issued hereunder.

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

1.12 **MODIFICATION AND REPLACEMENT OF CLEC'S FACILITIES**

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

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

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

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

1.13 **REARRANGEMENT OF FACILITIES AT THE REQUEST OF ANOTHER**

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

1.13.1.1 BellSouth shall determine, in the exercise of sound engineering judgment, whether or what such make-ready work is necessary or possible. In determining whether make-ready work is necessary BellSouth shall endeavor to minimize its costs. If it is determined that such make-ready work is required, within twenty (20) business days of such determination BellSouth shall provide CLEC with the estimated costs for make-ready work and a Make Ready Due Date.

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

1.13.2 Rearrangement of CLEC's Facilities at BellSouth's Request. CLEC acknowledges that, from time to time, it may be necessary or desirable for BellSouth to change out poles, relocate, reconstruct, or modify portions of its conduit system or rearrange facilities contained therein or connected thereto and that such changes may be necessitated by BellSouth's business needs or authorized application of another entity seeking access to BellSouth's poles or conduit systems. CLEC agrees that CLEC will, upon BellSouth's request, and at BellSouth's expense, but at no cost to CLEC, participate with BellSouth (and other licensees) in the relocation, reconstruction, or modification of BellSouth's conduit system or facilities rearrangement. CLEC acknowledges that, from time to time, it may be necessary or desirable for BellSouth to change out poles, relocate, reconstruct, or modify portions of its conduit system or rearrange facilities contained therein or connected thereto as a result of an order by a municipality or other governmental authority. CLEC shall, upon BellSouth's request, participate with BellSouth (and other licensees) in the relocation, reconstruction, or modification of BellSouth's conduit system or

facilities rearrangement and pay its proportionate share of any costs of such relocation, reconstruction, or modification that are not reimbursed by such municipality or governmental authority.

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

1.13.2.2 If CLEC fails to make the required rearrangements within the time prescribed in 1.13.2.1 preceding or within such extended periods of time as may be granted by BellSouth in writing, BellSouth may perform such rearrangements with written notice to CLEC, and CLEC shall reimburse BellSouth for actual costs and expenses incurred by BellSouth in connection with the rearrangement of CLEC's facilities; provided, however, that nothing contained in this Section or any license issued hereunder shall be construed as requiring CLEC to bear any expenses which, under the Telecommunications Act of 1996 or other applicable federal or state laws or regulations, are to be allocated to persons or entities other than CLEC; and provided further, however, that CLEC shall have no responsibility for rearrangement costs and expenses relating to rearrangements performed for the purpose of meeting BellSouth's needs.

1.14 **EMERGENCY REPAIRS AND POLE REPLACEMENTS**

1.14.1 Within sixty (60) days after the Effective Date of this Agreement, BellSouth and CLEC shall mutually agree on a non-discriminatory priority method to access BellSouth poles, conduit and ROW in emergency situations.

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

1.14.3 **DELETED**

1.14.4 **DELETED**

1.14.5 **DELETED**

1.14.6 **DELETED**

1.14.6.1 **DELETED**

1.14.6.2 **DELETED**

1.14.6.3 **DELETED**

1.14.7 **DELETED**

1.14.7.1 **DELETED**

1.14.7.2 **DELETED**

1.14.7.3 **DELETED**

1.14.7.4 **DELETED**

1.14.8 **DELETED**

1.14.8.1 **DELETED**

1.14.8.2 **DELETED**

1.14.8.3 **DELETED**

1.14.8.4 **DELETED**

1.15 **INSPECTION BY BELLSOUTH OF CLEC'S FACILITIES**

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

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

1.15.1.2 Such inspections shall be conducted at BellSouth's expense. Expense, provided, however, that CLEC shall bear the cost of inspections as delineated in 1.5.12.

1.15.2 **DELETED**

1.15.3 No Duty to CLEC. Neither the act of inspection by BellSouth of CLEC's facilities nor any failure to inspect such facilities shall operate to impose on BellSouth any liability of any kind whatsoever or to relieve CLEC of any responsibility, obligations or liability under this Section or otherwise existing.

1.16 **NOTICE OF NONCOMPLIANCE**

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

1.16.2 Disputes over Alleged Noncompliance. If CLEC disputes BellSouth's assertion that CLEC's facilities are not in compliance, CLEC shall notify BellSouth in writing of the basis for CLEC's assertion that its facilities are in compliance.

1.16.3 Failure to Bring Facilities into Compliance. If CLEC has not brought the facilities into compliance within a reasonable time or provided BellSouth with proof sufficient to persuade BellSouth that BellSouth erred in asserting that the facilities were not in compliance, and if BellSouth determines in good faith that the alleged noncompliance causes or is likely to cause material damage to BellSouth's facilities or those of others users, BellSouth may, at its option and CLEC's expense, take such non-service affecting steps as may be required to bring CLEC's facilities into compliance, including but not limited to correcting any conditions which do not meet the specifications of 1.5 of this Section.

1.16.4 Correction of Conditions by BellSouth. If BellSouth elects to bring CLEC's facilities into compliance as provided by 1.16.3 of this Section, the provisions of this Section shall apply.

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

1.16.4.2 If CLEC's facilities have become detached or partially detached from supporting racks or wall supports located within a BellSouth manhole,

BellSouth may, at CLEC's expense, reattach them but shall not be obligated to do so. If BellSouth does not reattach CLEC's facilities, BellSouth shall endeavor to arrange with CLEC for the reattachment of any facilities affected.

1.16.4.3 BellSouth shall, as soon as practicable after performing the work, advise CLEC in writing of the work performed or action taken. Upon receiving such notice, CLEC shall inspect the facilities and take such steps as CLEC may deem necessary to insure that the facilities meet CLEC's performance requirements.

1.16.5 CLEC to Bear Expenses. CLEC shall bear all expenses arising out of or in connection with any work performed to bring CLEC's facilities into compliance with this Section; provided, however that nothing contained in this Section or any license issued hereunder shall be construed as requiring CLEC to bear any expenses which, under applicable federal or state laws or regulations, must be borne by persons or entities other than CLEC.

1.17 **UNAUTHORIZED OCCUPANCY OR UTILIZATION OF BELLSOUTH'S FACILITIES**

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

1.17.2 **DELETED**

1.17.2.1 **DELETED**

1.17.2.2 **DELETED**

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

1.17.3 Prompt Payment of Applicable Fees and Charges. Fees and charges for pole attachments and conduit system occupancies, as specified herein and as modified from time to time, shall be due and payable immediately whether or not CLEC is permitted to continue the pole attachment or conduit occupancy.

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

1.17.5 **DELETED**

1.18 **REMOVAL OF CLEC'S FACILITIES**

1.18.1 **DELETED**

1.18.1.1 **DELETED**

1.18.1.2 **DELETED**

1.18.1.3 **DELETED**

1.18.1.4 **DELETED**

1.18.1.5 **DELETED**

1.18.2 **DELETED**

1.18.3 **DELETED**

1.18.4 **DELETED**

1.18.5 **DELETED**

1.18.6 **DELETED**

1.18.7 **DELETED**

1.18.7.1 **DELETED**

1.18.7.2 **DELETED**

1.18.7.3 **DELETED**

1.18.7.4 **DELETED**

1.18.7.5 **DELETED**

1.18.8 **DELETED**

1.18.9 **DELETED**

1.18.10 **DELETED**

1.18.10.1 **DELETED**

1.18.10.2 **DELETED**

1.18.10.3 **DELETED**

1.18.11 **DELETED**

1.18.11.1 **DELETED**

1.18.11.2 **DELETED**

1.18.11.3 **DELETED**

1.18.12 **DELETED**

1.18.12.1 **DELETED**

1.18.12.2 **DELETED**

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

1.18.14 Conduit Occupancy. CLEC, at its expense, will remove its communications facilities from a conduit system within sixty (60) days after:

1.18.14.1 Termination of the license covering such conduit occupancy; or

1.18.14.2 The date CLEC replaces its existing facilities in one duct with substitute facilities in another duct.

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

1.18.16 Continuing Responsibility for Fees and Charges. CLEC shall remain liable for and pay to BellSouth all fees and charges pursuant to provisions of this Agreement until all of CLEC's facilities are physically removed from BellSouth's poles or conduit system.

1.19 **FEES, CHARGES, AND BILLING**

1.19.1 **DELETED**

1.19.2 **DELETED**

1.19.3 **DELETED**

1.19.4 **DELETED**

1.19.5 License Charges. License charges commence on the first day of the calendar month following the date a license is issued. Such charges cease as of the final day of the calendar month preceding the month in which the attachment or occupancy is physically removed or the utilization is discontinued. A one-month minimum charge is applicable to all licenses.

1.19.6 Notice of Rate and Computation of Charges. On or about November 1 of each year, BellSouth will notify CLEC by certified mail, return receipt requested, of the rental rate and pole transfer rate to be applied in the subsequent calendar year. The letter of notification shall be incorporated in, and governed by, the terms and conditions of this Agreement. Attachment and occupancy rates shall be applied to the number of pole(s) and duct feet of conduit for which licenses have been issued before December 1 of each calendar year. Charges for attachment(s) and occupancy which commenced during the preceding twelve (12) month period will be prorated accordingly.

1.20 **ADVANCE PAYMENT AND IMPUTATION**

1.20.1 **DELETED**

1.20.2 Attachment and Occupancy Fees. Fees for pole attachment and conduit occupancy shall be based on the facilities for which licenses have been issued as of the date of billing by BellSouth, shall be computed as set forth in Attachment A of this Statement of Generally Available Terms and Conditions and shall be payable annually.

1.20.2.1 **DELETED**

1.20.2.2 Charges associated with newly licensed attachments or occupancies and other attachments or occupancies of less than the entire annual billing period shall be prorated.

1.20.2.3 Charges shall be prorated retroactively in the event of the removal of CLEC's facilities.

1.20.3 **DELETED**

1.20.3.1 **DELETED**

1.20.3.2 **DELETED**

1.20.4 The amount of any advance payment required under this Article 1.20 shall be due within sixty (60) days after receipt of an invoice from BellSouth.

1.20.5 Imputation. BellSouth shall impute to its costs of providing telecommunications services (and charge any affiliate, subsidiary, or associate company engaged in the provision of such services) an equal amount to the charges set forth in this Section for all of the conduits, ducts, and poles it occupies and uses.

1.21 **DELETED**

1.21.1 **DELETED**

1.21.1.1 **DELETED**

1.21.1.2 **DELETED**

1.21.1.3 **DELETED**

1.21.2 **DELETED**

1.21.3 **DELETED**

1.22 **ASSURANCE OF PAYMENT**

1.22.1 In the event CLEC fails to demonstrate credit worthiness, CLEC may be required to furnish a bond, letter of credit or other evidence of financial security having a minimum face amount of $10,000.00 per state or $50,000.00 per region. Such bond, letter of credit or other security shall be in a form satisfactory to BellSouth and may be increased from time to time as reasonably required by BellSouth to guarantee the performance of all obligations of CLEC hereunder. The amount of the bond, letter of credit or other security shall not operate as a limitation upon the obligations of CLEC hereunder.

EXHIBIT I

DELETED

Exhibit II

ADMINISTRATIVE FORMS AND NOTICES

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

LIST OF ADMINISTRATIVE FORMS

Authorization for Make-Ready Work
Application and Conduit Occupancy License
Conduit System Diagram
Cable to Occupy Conduit
Equipment Housings to be Placed in manholes
Notification of Surrender or Modification of Conduit Occupancy License by Licenses
Notifications of Unauthorized Attachments by Applicant
Application and Pole Attachment License
Pole, Anchor and Guy Strand Details
Application and Unused Transmission Media License
Application Survey Data
Notification of Surrender or Modification of Pole Attachment License by Licenses

Attachment E

Centralized Message Distribution, RAO Hosting and NSPRS

Attachment E

Contract Provisions for RAO Hosting and NSPRS

SECTION 1. SCOPE OF AGREEMENT

1.01 This Agreement shall apply to the services of Revenue Accounting Office (RAO) Hosting and the Non-Sent Paid Report System (NSPRS) as provided by BellSouth to the ALEC. The terms and conditions for the provisions of these services are outlined in the Exhibits to this Agreement.

SECTION 2. DEFINITIONS

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

B. Compensation is the amount of money due from BellSouth to the ALEC or from the ALEC to BellSouth for services and/or facilities provided under this Agreement.

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

D. Intercompany Settlements (ICS) is the revenue associated with charges billed by a company other than the company in whose service area such charges were incurred. ICS on a national level includes third number and credit card calls. ICS within the BellSouth region includes third number, credit card and collect calls.

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

F. Non-Sent Paid Report System (NSPRS) is the system that calculates ICS amounts due from one company to another in the state of Florida.

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

SECTION 3. RESPONSIBILITIES OF THE PARTIES

3.01 RAO Hosting and NSPRS services provided to the ALEC by BellSouth will be in accordance with the methods and practices regularly adopted and applied by BellSouth to its own operations during the term of this Agreement, including such revisions as may be made from time to time by BellSouth.

3.02 The ALEC shall furnish all relevant information required by BellSouth for the provision of RAO Hosting and NSPRS.

SECTION 4. COMPENSATION ARRANGEMENTS

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

SECTION 5. ASSOCIATED EXHIBITS

5.01 Listed below are the exhibits associated with this Agreement.

Exhibit A	Message Distribution Service (RAO Hosting)
Exhibit B	Intercompany Settlements (NSPRS)

5.02 From time to time by written agreement of the parties, new Exhibits may be substituted for the attached Exhibits, superseding and canceling the Exhibits then in effect.

SECTION 6. TERM OF AGREEMENT

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

Executed this _____ day of _____, 199_.

WITNESS: THE ALEC

_____ _____

(title)

WITNESS: BELLSOUTH TELECOMMUNICATIONS, INC.

_____ _____

(title)

Exhibit A

SECTION 1. SCOPE OF EXHIBIT

1.01 This exhibit specifies the terms and conditions, including compensation, under which BellSouth shall provide message distribution service to the ALEC. As described herein, message distribution service includes the following:

1) Message Forwarding to intraregion LEC/ALEC - function of receiving an ALEC message and forwarding the message to another LEC/ALEC in the BellSouth region.

2) Message Forwarding to CMDS - function of receiving an ALEC message and forwarding that message on the CMDS.

3) Message Forwarding from CMDS - function of receiving a message from CMDS and forwarding that message to the ALEC.

SECTION 2. RESPONSIBILITIES OF THE PARTIES

2.01 An ALEC that is CMDS hosted by BellSouth must have its own unique RAO code. Requests for establishment of RAO status where BellSouth is the selected CMDS interfacing host, require written notification from the ALEC to BellSouth at least six (6) weeks prior to the proposed effective date. The proposed effective date will be mutually agreed upon between the parties with consideration given to time necessary for the completion of required BellCore functions. BellSouth will request the assignment of an RAO code from its connecting contractor, currently BellCore, on behalf of the ALEC and will coordinate all associated conversion activities.

2.02 BellSouth will receive messages from the ALEC that are to be processed by BellSouth, another LEC/ALEC in the BellSouth region or a LEC outside the BellSouth region.

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

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

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

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

2.07 Transmission of message data between BellSouth and the ALEC will be via electronic data transmission.

2.08 All messages and related data exchanged between BellSouth and the ALEC will be formatted in accordance with accepted industry standards for EMR formatted records and packed between appropriate EMR header and trailer records, also in accordance with accepted industry standards.

2.09 The ALEC will ensure that the recorded message detail necessary to recreate files provided to BellSouth will be maintained for back-up purposes for a period of three (3) calendar months beyond the related message dates.

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

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

2.12 Should an error be detected by the EMR format edits performed by BellSouth on data received from the ALEC, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify the ALEC of the error condition. The ALEC 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, the ALEC will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.

2.13 In association with message distribution service, BellSouth will provide the ALEC with associated intercompany settlements reports (national and regional) as appropriate.

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

SECTION 3. COMPENSATION

3.01 For message distribution service provided by BellSouth for the ALEC, BellSouth shall receive the following as compensation:

Rate Per Message $0.004

3.02 For data transmission associated with message distribution service, BellSouth shall receive the following as compensation:

Rate Per Message $0.001

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

3.04 All equipment, including modems and software, that is required on the ALEC end for the purpose of data transmission will be the responsibility of the ALEC.

Exhibit B

SECTION 1. SCOPE OF EXHIBIT

1.01 This Exhibit specifies the terms and conditions, including compensation, under which BellSouth and the ALEC will compensate each other for intercompany Settlements (ICS) messages.

SECTION 2. RESPONSIBILITIES OF THE PARTIES

2.01 BellSouth will remit to the ALEC the revenue, less a billing charge, for intraLATA ICS messages, Local ICS messages, and charges for other services when related messages and/or services are provided by the ALEC and billed to:

1) a BellSouth customer.

2) another company within the BellSouth region (excluding Florida) associated with the exchange of message data with BellSouth (excluding CIID and 891 messages).

3) another company within the conterminous United States that utilizes CMDS directly or indirectly and settles with BellSouth directly or indirectly through the Credit Card and Third Number Settlement System (CATS) administered by BellCore.

4) another company utilizing the non-conterminous RAO codes associated with AT&T's Transport and Tracking Intercompany System settlements with BellSouth.

2.02 These other services include, but are not limited to:

1) Maritime Mobile Radiotelephone Services radio link charges as set forth in the FCC's Maritime Mobile Radiotelephone Services tariff.

2) Aviation Radiotelephone Service radio link charges as set forth in the FCC's Aviation Radiotelephone Service tariff.

3) Public Land Mobile Radiotelephone Transient-Unit Non-Toll Service changes as approved by the authorized state regulatory commission (or municipal regulatory authority).

4) Non-Toll Service Charges billed to a calling card or to a third number as filed with and approved by the authorized state regulatory commission (or municipal regulatory authority).

5) Directory Assistance Call Charges to a calling card or to a third number as approved by the authorized regulatory commission.

2.03 The ALEC will bill, collect and remit to BellSouth the charges for intraLATA and/or local ICS messages and other services as described above where such messages and/or services are provided by:

1) BellSouth,

2) another company within the BellSouth region (excluding Florida) associated with the exchange of message data with BellSouth (excluding CIID and 891 messages),

3) another company within the conterminous United States that utilizes CMDS directly or indirectly and settles with BellSouth directly or indirectly through the Credit Card and Third Number Settlement System (CATS).

2.04 For ICS revenues involving the ALEC and other non-BellSouth LECs/ALECs within the state, BellSouth will provide the ALEC with monthly reports summarizing the ICS revenues for messages that originated with the ALEC and were billed by each of the other Florida LECs/ALECs and those messages that originated with each of the other Florida LECs/ALECs and were billed by the ALEC.

SECTION 3. COMPENSATION

3.01 The following compensation shall be retained by the billing company for the billing of ICS messages and services:

		Rate Per Message
1)	Calls originated and billed in Florida or originated and billed in North Carolina	$0.0666
	Calls originated in any of the states within BellSouth region and billed in that same state	$0.05
2)	Calls originated in a state within BellSouth's region and billed in another state or originated in another state and billed in a state within BellSouth's region	$0.05
3)	Calls originated in a state within BellSouth's region and billed outside the conterminous United States	$0.16

LINE INFORMATION DATA BASE (LIDB)
STORAGE AGREEMENT

This Agreement, effective as of _____, 1996, is entered into by and between BellSouth Telecommunications, Inc. ("BST"), a Georgia corporation, and _____ ("Local Exchange Company"), a _____ corporation. their fully authorized officers.

WHEREAS, in consideration of the mutual covenants, agreements and obligations set forth below, the parties hereby agree as follows:

I. SCOPE

A. This Agreement sets forth the terms and conditions pursuant to which BST agrees to store in its LIDB certain information at the request of the Local Exchange Company and pursuant to which BST, its LIDB customers and Local Exchange Carrier shall have access to such information. Local Exchange Carrier understands that BST provides access to information in its LIDB to various telecommunications service providers pursuant to applicable tariffs and agrees that information stored at the request of Local Exchange Carrier, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained in the attached Addendum No. 1 are hereby made a part of this Agreement as if fully incorporated herein.

B. LIDB is accessed for the following purposes:

1. Billed Number Screening

2. Calling Card Validation

3. Fraud Control

C. BST will provide seven days per week, 24-hours per day, fraud control and detection services. These services include, but are not limited to, such features as sorting Calling Card Fraud detection according to domestic or international calls in order to assist the pinpointing of possible theft or fraudulent use of Calling Card numbers; monitoring bill-to-third number and collect calls made to numbers in BST's LIDB, provided such information is included in the LIDB query, and establishing Account Specific Thresholds, at BST's sole discretion, when necessary. Local Exchange Company understands and agrees BST will administer all data stored in the LIDB, including the data provided by Local Exchange Company pursuant to this Agreement, in the same manner as BST's data for BST's end user customers. BST shall not be responsible to Local Exchange Company for any lost revenue which may result from BST's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BST in its sole discretion from time to time.

Local Exchange Company understands that BST currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses. Local Exchange Company further understands that these billing and collection customers of BST query BST's LIDB to determine whether to accept various billing options from end users. Additionally, Local Exchange Company understands that presently BST has no method to differentiate between BST's own billing and line data in the LIDB and such data which it

includes in the LIDB on Local Exchange Company's behalf pursuant to this Agreement. Therefore, until such time as BST can and does implement in its LIDB and its supporting systems the means to differentiate Local Exchange Company's data from BST's data and the parties to this Agreement execute appropriate amendments hereto, the following terms and conditions shall apply:

(a) The Local Exchange Company agrees that it will accept responsibility for telecommunications services billed by BST for its billing and collection customers for Local Exchange Customer's end user accounts which are resident in LIDB pursuant to this Agreement. Local Exchange Company authorizes BST to place such charges on Local Exchange Company's bill from BST and agrees that it shall pay all such charges. Charges for which Local Exchange Company hereby takes responsibility include, but are not limited to, collect and third number calls.

(b) Charges for such services shall appear on a separate BST bill page identified with the name of the entity for which BST is billing the charge.

(c) Local Exchange Company shall have the responsibility to render a billing statement to its end users for these charges, but Local Exchange Company's obligation to pay BST for the charges billed shall be independent of whether Local Exchange Company is able or not to collect from the Local Exchange Company's end users.

(d) BST shall not become involved in any disputes between Local Exchange Company and the entities for which BST performs billing and collection. BellSouth will not issue adjustments for charges billed on behalf of an entity to Local Exchange Company. It shall

be the responsibility of the Local Exchange Company and the other entity to negotiate and arrange for any appropriate adjustments.

II. TERM

This Agreement will be effective as of _____. 19 ___. and will continue in effect for one year, and thereafter may be continued until terminated by either party upon thirty (30) days written notice to the other party.

III. FEES FOR SERVICE AND TAXES

A. The Local Exchange Company will not be charged a fee for storage services provided by BST to the Local Exchange Company, as described in Section I of this Agreement.

B. Sales, use and all other taxes (excluding taxes on BST's income) determined by BST or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by the Local Exchange Company. The Local Exchange Company shall have the right to have BST contest with the imposing jurisdiction, at the Local Exchange Company's expense, any such taxes that the Local Exchange Company deems are improperly levied.

IV. INDEMNIFICATION

To the extent not prohibited by law, each party will indemnify the other and hold the other harmless against any loss, cost, claim, injury, or liability relating to or arising out of negligence or willful misconduct by the indemnifying party or its agents or contractors in connection with the indemnifying party's provision of services, provided, however, that any indemnity for any loss, cost, claim, injury or liability arising out of or relating to errors or omissions in the provision of services under this Agreement shall be limited as otherwise

specified in this Agreement. The indemnifying party under this Section agrees to defend any suit brought against the other party for any such loss, cost, claim, injury or liability. The indemnified party agrees to notify the other party promptly, in writing, of any written claims, lawsuits, or demands for which the other party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying party shall not be liable under this Section for settlement by the indemnified party of any claim, lawsuit, or demand unless the defense of the claim, lawsuit, or demand has been tendered to it in writing and the indemnifying party has unreasonably failed to assume such defense.

V. LIMITATION OF LIABILITY

Neither party shall be liable to the other party for any lost profits or revenues or for any indirect, incidental or consequential damages incurred by the other party arising from this Agreement or the services performed or not performed hereunder, regardless of the cause of such loss or damage.

VI. MISCELLANEOUS

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

B. All terms, conditions and operations under this Agreement shall be performed in accordance with, and subject to, all applicable local, state or federal legal and regulatory tariffs, rulings, and other requirements of the federal courts, the U. S. Department of Justice and state and federal regulatory agencies. Nothing in this Agreement shall be construed to cause either party to violate any such legal or regulatory requirement and either party's obligation to perform shall be subject to all such requirements.

C. The Local Exchange Company agrees to submit to BST all advertising, sales promotion, press releases, and other publicity matters relating to this Agreement wherein BST's corporate or trade names, logos, trademarks or service marks or those of BST's affiliated companies are mentioned or language from which the connection of said names or trademarks therewith may be inferred or implied; and the Local Exchange Company further agrees not to publish or use advertising, sales promotions, press releases, or publicity matters without BST's prior written approval.

D. This Agreement constitutes the entire agreement between the Local Exchange Company and BST which supersedes all prior agreements or contracts, oral or written representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.

E. Except as expressly provided in this Agreement, if any part of this Agreement is held or construed to be invalid or unenforceable, the validity of any other Section of this Agreement shall remain in full force and effect to the extent permissible or appropriate in furtherance of the intent of this Agreement.

F. Neither party shall be held liable for any delay or failure in performance of any part of this Agreement for any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.

G. This Agreement shall be deemed to be a contract made under the laws of the State of Georgia, and the construction. interpretation and performance of this Agreement and all transactions hereunder shall be governed by the domestic law of such State.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their fully authorized officers.

BELLSOUTH TELECOMMUNICATIONS. INC.

By: _____
Title: _____
Date: _____
Address: _____
_____
_____

THE LOCAL EXCHANGE COMPANY

By: _____
Title: _____
Date: _____
Address: _____
_____
_____

(Facilities Based)

ADDENDUM NO. 1
TO LINE INFORMATION DATA BASE (LIDB)
STORAGE AGREEMENT

This Addendum No. 1 to the Line Information Data Base Storage Agreement dated _____, 199 __, between BellSouth Telecommunications. Inc. ("BST"), and _____ ("Local Exchange Company"), effective the _____ day of _____, 199 ___.

I. GENERAL

This Addendum sets forth the terms and conditions for Local Exchange Company's provision of billing number information to BST for inclusion in BST's LIDB. BST will store in its LIDB the billing number information provided by Local Exchange Company, and BST will provide responses to on-line, call-by-call queries to this information for purposes specified in Section I.B. of the Agreement.

II. DEFINITIONS

A. Billing number - a number that the Local Exchange Company creates for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.

B. Line number - a ten digit number that identifies a telephone line administered by the Local Exchange Company.

C. Special billing number - a ten digit number that identifies a billing account established by the Local Exchange Company.

D. Calling Card number - a billing number plus PIN number.

E. PIN number - a four digit security code assigned by the Local Exchange Company which is added to a billing number to compose a fourteen digit calling card number.

F. Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by the Local Exchange Company.

G. Billed Number Screening - refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.

H. Calling Card Validation - refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.

I. Billing number information - information about billing number, Calling Card number and toll billing exception indicator provided to BST by the Local Exchange Company.

III. RESPONSIBILITIES OF PARTIES

A. The Local Exchange Company will provide its billing number information to BST's LIDB each business day by a method that has been mutually agreed upon by both parties.

B. BST will store in its LIDB the billing number information provided by the Local Exchange Company. Under normal operating conditions, BST shall include the Local Exchange Company's billing number information in its LIDB no later than two business days following BST's receipt of such billing number information, provided that BST shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused

by circumstances or conditions beyond BST's reasonable control. BST will store in its LIDB an unlimited volume of the Local Exchange Company's working telephone numbers.

C. BST will provide responses to on-line, call-by-call queries to the stored information for the specific purposes listed in the next paragraph.

D. BST is authorized to use the billing number information provided by the Local Exchange Company to perform the following functions for authorized users on an on-line basis:

1. Validate a 14 digit Calling Card number where the first 10 digits are a line number or special billing number assigned by the Local Exchange Company, and where the last four digits (PIN) are a security code assigned by the Local Exchange Company.

2. Determine whether the Local Exchange Company or the subscriber has identified the billing number as one which should not be billed for collect or third number calls, or both.

E. The Local Exchange Company will provide its own billing number information to BST for storage and to be used for Billed Number Screening and Calling Card Validation. The Local Exchange Company will arrange and pay for transport of updates to BST.

IV. COMPLIANCE

Unless expressly authorized in writing by the Local Exchange Company, all billing number information provided pursuant to this Addendum shall be used for no purposes other than those set forth in this Addendum.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed by their fully authorized officers.

BELLSOUTH TELECOMMUNICATIONS, INC.

By: _____
Title: _____
Date: _____
Address: _____
_____
_____

THE LOCAL EXCHANGE COMPANY

By: _____
Title: _____
Date: _____
Address: _____
_____
_____

(Resale)

ADDENDUM NO. 1
TO LINE INFORMATION DATA BASE (LIDB)
STORAGE AGREEMENT

This Addendum No. 1 to the Line Information Data Base Storage Agreement dated _____, 199 __, between BellSouth Telecommunications. Inc. ("BST"), and _____ ("Local Exchange Company"), effective the ____ day of _____, 199 __.

I. GENERAL

This Addendum sets forth the terms and conditions for Local Exchange Company's provision of billing number information to BST for inclusion in BST's LIDB. BST will store in its LIDB the billing number information provided by Local Exchange Company, and BST will provide responses to on-line, call-by-call queries to this information for purposes specified in Section I.B. of the Agreement.

II. DEFINITIONS

A. Billing number - a number used by BST for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.

B. Line number - a ten digit number assigned by BST that identifies a telephone line associated with a resold local exchange service, or with a SPNP arrangement.

C. Special billing number - a ten digit number that identifies a billing account established by BST in connection with a resold local exchange service or with a SPNP arrangement.

D. Calling Card number - a billing number plus PIN number assigned by BST.

E. PIN number - a four digit security code assigned by BST which is added to a billing number to compose a fourteen digit calling card number.

F. Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by the Local Exchange Company.

G. Billed Number Screening - refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.

H. Calling Card Validation - refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.

I. Billing number information - information about billing number or Calling Card number as assigned by BST and toll billing exception indicator provided to BST by the Local Exchange Company.

III. RESPONSIBILITIES OF PARTIES

A. BST will include billing number information associated with resold exchange lines or SPNP arrangements in its LIDB. The Local Exchange Company will request any toll billing exceptions via the Local Service Request (LSR) form used to order resold exchange lines, or the SPNP service request form used to order SPNP arrangements.

B. Under normal operating conditions, BST shall include the billing number information in its LIDB upon completion of the service order establishing either the resold local exchange service or the SPNP arrangement, provided that BST shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused by circumstances or conditions beyond BST's reasonable control. BST will store in its LIDB an unlimited volume of the working telephone numbers associated with either the resold local exchange lines or the SPNP arrangements. For resold local exchange lines or for SPNP arrangements, BST will issue line-based calling cards only in the name of Local Exchange Company. BST will not issue line-based calling cards in the name of Local Exchange Company's individual end users. In the event that Local Exchange Company wants to include calling card numbers assigned by the Local Exchange Company in the BST LIDB, a separate agreement is required.

C. BST will provide responses to on-line, call-by-call queries to the stored information for the specific purposes listed in the next paragraph.

D. BST is authorized to use the billing number information to perform the following functions for authorized users on an on-line basis:

1. Validate a 14 digit Calling Card number where the first 10 digits are a line number or special billing number assigned by BST, and where the last four digits (PIN) are a security code assigned by BST.

2. Determine whether the Local Exchange Company has identified the billing number as one which should not be billed for collect or third number calls, or both.

IV. COMPLIANCE

Unless expressly authorized in writing by the Local Exchange Company, all billing number information provided pursuant to this Addendum shall be used for no purposes other than those set forth in this Addendum.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed by their fully authorized officers.

BELLSOUTH TELECOMMUNICATIONS, INC.

By: _____
Title: _____
Date: _____
Address: _____
_____
_____

THE LOCAL EXCHANGE COMPANY

By: _____
Title: _____
Date: _____
Address: _____
_____
_____

SERVICE PROVIDER NUMBER PORTABILITY IMPLEMENTATION

This attachment details the implemenation of BellSouth provided interim Service Provider Number Portability ("SPNP"). Interim SPNP is available through remote call forwarding and direct inward dialing, under the following terms:

A. SPNP is an interim service arrangement whereby an end user, who switches subscription of his local exchange service from BellSouth to a CLEC, or vice versa, is permitted to retain the use of his existing assigned telephone number, provided that the end user remains at the same location for his local exchange service or changes locations and service providers but stays within the same serving wire center of his existing number. SPNP services are available in two arrangements -- SPNP-Remote and SPNP-DID.

B. SS7 Signaling is required for the provision of SPNP services. SPNP-DID is available from BellSouth on a per DS0, DS1, or DS3 basis. Where SPNP-DID is technically feasible and is provided on a DS1 or a DS3 basis, the applicable channelization rates are those specified in Attachment C-3, incorporated herein by this reference. SPNP is available only for basic local exchange service.

C. SPNP is available only where a CLEC or BellSouth is currently providing, or will begin providing concurrent with provision of SPNP, basic local exchange service to the affected end user. SPNP for a particular telephone number is available only from the central office originally providing local exchange service to the end user. SPNP for a particular assigned telephone number will be disconnected when any end user, Commission, BellSouth, or CLEC initiated activity (*e.g.*, a change in exchange boundaries) would normally result in a telephone number change had the end user retained his initial local exchange service.

D. SPNP-Remote, as contemplated by this Statement, is a telecommunications service whereby a call dialed to an SPNP-Remote equipped telephone number is automatically forwarded to an assigned seven- or ten- digit telephone number within the local calling area as defined in BellSouth's General Subscriber Services Tariff. The forwarded-to number shall be specified by the CLEC or BellSouth, as appropriate. The forwarding company will provide identification of the originating telephone number, via SS7 signaling, to the receiving party. Identification of the originating telephone number to the SPNP-Remote end user cannot be guaranteed, however. SPNP-Remote provides a single call path for the forwarding of no more than one simultaneous call to the receiving party's specified forwarded-to number.

E. SPNP-DID service, as contemplated by this Statement, provides trunk side access to end office switches for direct inward dialing to the other company's premises equipment from the telecommunications network to lines associated with the other company's switching equipment and must be provided on all trunks in a group

arranged for inward service. A SPNP-DID trunk termination charge, provided with SS7 Signaling only, applies for each trunk voice grade equivalent. In addition, direct facilities are required from the end office where a ported number resides to the end office serving the ported end user customer. The rates for a switched local channel and switched dedicated transport apply as contained in BellSouth's Intrastate Access Services tariff, as said tariff is amended from time to time. Transport mileage will be calculated as the airline distance between the end office where the number is ported and the Point of Interface ("POI") using the V&H coordinate method. SPNP-DID must be established with a minimum configuration of two channels and one unassigned telephone number per switch, per arrangement for control purposes. Transport facilities arranged for SPNP-DID may not be mixed with any other type of trunk group, with no outgoing calls placed over said facilities. SPNP-DID will be provided only where such facilities are available and where the switching equipment of the ordering company is properly equipped. Where SPNP-DID service is required from more than one wire center or from separate trunk groups within the same wire center, such service provided from each wire center or each trunk group within the same wire center shall be considered a separate service. Only customer-dialed sent-paid calls will be completed to the first number of a SPNP-DID number group; however, there are no restrictions on calls completed to other numbers of a SPNP-DID number group. Interface group arrangements provided for terminating the switched transport at the party's terminal location are as set forth in of BellSouth's Intrastate Access Services Tariff, § E6.1.3.A as amended from time to time.

F. The calling party shall be responsible for payment of the applicable charges for sent-paid calls to the SPNP number. For collect, third-party, or other operator-assisted non-sent paid calls to the ported telephone number, BellSouth or the CLEC shall be responsible for the payment of charges under the same terms and conditions for which the end user would have been liable for those charges. Either company may request that the other block collect and third company non-sent paid calls to the SPNP-assigned telephone number. If a company does not request blocking, the other company will provide itemized local usage data for the billing of non-sent paid calls on the monthly bill of usage charges provided at the individual end user account level. The detail will include itemization of all billable usage. As an alternative to the itemized monthly bill, each company shall have the option of receiving this usage data on a daily basis via a data file transfer arrangement. This arrangement will utilize the existing industry uniform standard, known as EMR standards, for exchange of billing data. Files of usage data will be created daily for the optional service. Usage originated and recorded in the sending BellSouth RAO will be provided in unrated format. CLEC usage originated elsewhere and delivered via CMDS to the sending BellSouth RAO shall be provided in rated format.

G. Each company shall be responsible for obtaining authorization from the end user for the handling of the disconnection of the end user's service, the provision of new local service and the provision of SPNP services. Each company shall be responsible for coordinating the provision of service with the other to assure that its switch is capable of accepting SPNP ported traffic. Each company shall be responsible

for providing equipment and facilities that are compatible with the other's service parameters, interfaces, equipment and facilities and shall be required to provide sufficient terminating facilities and services at the terminating end of an SPNP call to adequately handle all traffic to that location and shall be solely responsible to ensure that its facilities, equipment and services do not interfere with or impair any facility, equipment, or service of the other company or any of its end users. In the event that either company determines in its reasonable judgment that the other company will likely impair or is impairing, or interfering with any equipment, facility or service or any of its end users, that company may either refuse to provide SPNP service or may terminate SPNP service to the other party after providing appropriate notice.

H. Each company shall be responsible for providing an appropriate intercept announcement service for any telephone numbers subscribed to SPNP services for which it is not presently providing local exchange service or terminating to an end user. Where either company chooses to disconnect or terminate any SPNP service, that company shall be responsible for designating the preferred standard type of announcement to be provided.

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

J. Neither company shall be responsible for adverse effects on any service, facility or equipment from the use of SPNP services. End-to-end transmission characteristics may vary depending on the distance and routing necessary to complete calls over SPNP facilities and the fact that another carrier is involved in the provisioning of service. Therefore, end-to-end transmission characteristics cannot be specified by either company for such calls. Neither company shall be responsible to the other if any necessary change in protection criteria or in any of the facilities, operation, or procedures of either renders any facilities provided by the other company obsolete or renders necessary modification of the other company's equipment.

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

L. If, through a final and nonappealable order, the Federal Communications Commission ("FCC") issues regulations pursuant to 47 U.S.C. § 251 to require number portability different than that provided pursuant to this section, BellSouth will comply with that order.

Wholesale Discount

The following percentage discounts apply to BellSouth retail services as set out in Section XIV of this Statement.

Business and Residential Services	16.00%
Business and Residential Services, Without Bundled Operator Services and Directory Assistance	21.56%

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PRE-ORDERING (PO)

Function:	Average Response Interval for Pre-Ordering Information & OSS Interface Availability
Measurement Overview:	As an initial step of establishing service, the customer service agent must establish such basic facts as availability of desired features, likely service delivery intervals, the telephone number to be assigned, the current products and features the customer has, and the validity of the street address. Typically, this type of information is gathered from supporting OSS while the customer (or potential customer) is on the telephone with the customer service agent. Pre-ordering activities are the first contact that a customer may have with a CLEC. This measure is designed to monitor the time required for CLECs to obtain the pre-ordering information necessary to establish and modify service. Comparison to BST results allow conclusions as to whether an equal opportunity exists for the CLEC to deliver a comparable customer experience (compared to BST) when a retail customer calls the CLEC with a service inquiry.
Measurement Methodology:	**1. Average Response Interval = $\sum$ [(Query Response Date & Time) - (Query Submission Date & Time)] / (Number of Queries Submitted in Reporting Period)** The response interval for each pre-ordering query is determined by computing the elapsed time from the ILEC receipt of a query from the CLEC, whether or not syntactically correct, to the time the ILEC returns the requested data to the CLEC. Elapsed time is accumulated for each major query type, consistent with the specified reporting dimension, and then divided by the associated total number of queries received by the ILEC during the reporting period. **Objective:** Average response time per transaction for a query for appointment scheduling, service & feature availability, address verification, request for Telephone Numbers (Tns), and Customer Service Records (CSRs). The query interval starts with the request message leaving the CLEC and ends with the response message arriving at the CLEC. **2. OSS Interface Availability = (Actual Availability) / (Scheduled Availability) X 100** **Objective:** Percent of times OSS interface is actually available compared to scheduled availability.

Measurement Detail

Reporting Dimensions:	Excluded Situations:
• Not carrier specific. • Not product/service specific.	• None
Data Retained Relating to CLEC Experience:	**Data Retained Relating to ILEC Performance:**
• Report Month • Query Type (per reporting dimension) • Response interval • Regional Scope	• Report Month • Query Type (per reporting dimension) • Response interval • Regional Scope

RNS Response Times

System	< 2.3 Sec.	> 6 Sec.	Avg. Sec.	# of Calls
RSAG				
- by TN	x	x	x	x
- by ADDR	x	x	x	x
ATLAS	x	x	x	x
DSAP	x	x	x	x
CSR	x	x	x	x
PSIMS/COFFI	x	x	x	x

LENS Response Times

System	< 2.3 Sec.	> 6 Sec.	Avg. Sec.	# of Calls
RSAG				
- by TN	x	x	x	x
- by ADDR	x	x	x	x
ATLAS	x	x	x	x
DSAP	x	x	x	x
CSR	x	x	x	x
PSIMS/COFFI	x	x	x	x

EC-LITE Response Times

System	< 2.3 Sec.	> 6 Sec.	Avg. Sec.	# of Calls
RSAG				
- by TN	x	x	x	x
- by ADDR	x	x	x	x
ATLAS	x	x	x	x
DSAP	x	x	x	x
CSR	x	x	x	x
PSIMS/COFFI	x	x	x	x

Measurement Detail

OSS Interface Availability

Application	% Availability CLEC	% Availability BST
LENS	X	X
LEO	X	X
LESOG	X	X
EDI	X	X
CLEC TAFI	X	X
PSIMS	X	X
HAL	X	X
BOCRIS	X	X
ATLAS/COFFI	X	X
RSAG/DSAP	X	X
LMOS HOST	X	X
SOCS (update)	X	X

ORDERING

Function:	Ordering
Measurement Overview:	When a customer calls their service provider, they expect to get information promptly regarding the progress on their order(s). Likewise, when changes must be made, such as to the expected delivery date, customers expect that they will be immediately notified so that they may modify their own plans. The order status measurements monitor, when compared to BST result, that the CLEC has timely access to order progress information so that the customer may be updated or notified when changes and rescheduling are necessary. Furthermore, the "% jeopardies returned" measure for the CLEC, when reported in comparison to BST result, will gauge whether initial commitments to the CLEC for order processing are as reliable as the commitments BST makes for its own operations.
Measurement Methodology:	**1. Firm Order Confirmation Timeliness = $\sum$ [(Date and Time of Firm Order Confirmation) - (Date and Time of Service Request Acknowledgment)] / (Number of Service Requests Confirmed in Reporting Period)** **Objective:** Interval for Return of a Firm Order Confirmation (FOC Interval) is the average response time from receipt of **valid** service order request to distribution of order confirmation. **Methodology:** • Non-Mechanized Results are based on a 100% sample • Mechanized Results are based on actual data for all orders from the OSS **2. Reject Interval = $\sum$ [(Date and Time of Service Request Rejection) - (Date and Time of Service Request Acknowledgment)] / (Number of Service Requests Rejected in Reporting Period)** **Objective:** Reject Interval is the average reject time from receipt of service order request to distribution of rejection. **Methodology:** • Non-Mechanized Results are based on a 100% sample • Mechanized Results are based on actual data for all orders from the OSS **3. Percent Rejected Service Requests = $\sum$ (Total Number of Rejected Service Requests) / (Total Number of Service Requests Received) X 100.** **Objective:** Percent Rejected Service Requests is the percent of total orders received rejected due to error or omissions. **Methodology:** • Manual tracking for non flow-through service requests • Mechanized tracking for flow-through service requests

	4. Percent Flow-through Service Requests = ∑ (Total of Service Requests that flow-through to the ILEC OSS) / (Total Number of Service Requests delivered to BST OSS) X 100. **Objective:** Percent Flow-through Service Requests measures the percentage of orders that utilize the ILECs' OSS without manual (human) intervention. **Methodology:** • Mechanized tracking for flow-through service requests **5. Total Service Request Cycle Time = (∑ Date & Time CLEC Service Requests placed in queue for completion) - (∑ Date & Time CLEC Service Requests first reaches BOC Interface) / Total Number of Service Requests** **Objective:** The average time it takes to process a CLEC service request, measured from the first time the request reaches the BST interface to the order being placed in queue for completion. Comparisons can be made to equivalent BST cycle times to assure the CLEC of processing parity. Service Request Cycle Time captures both reject and commitment intervals. **Methodology:** Mechanized tracking for flow-through orders **6. Service Requests submissions per request = ∑ (Total Service Requests that flow-through to the BST OSS) + (Total Rejects) / (Total Service Requests Received)** **Objective:** Measures the average number of times the same service request is resubmitted due to changes and/or updates. **Methodology:** Mechanized tracking for flow-through service requests **7. Speed of Answer in Ordering Center = ∑ (Total time in seconds to reach LCSC) / (Total # of Calls) in Reporting Period.** **Objective:** Measures the average time to reach a BST representative. This can be an important measure of adequacy in a manual environment or even in a mechanized environment where CLEC service representatives have a need to speak with their BST peers. **Methodology:** Mechanized tracking through LCSC Automatic Call Distributor.

Measurement Detail

Reporting Dimensions:	Excluded Situations:
• See Appendix A, item 1 • See Appendix A, item 4	• Firm Order Confirmation Interval - Invalid Service Requests • Rejection Interval • Percent Rejected Service Requests - None • Percent Flow-through Service Requests - Rejected Service Requests • Service Requests canceled by the CLEC • Service Request Activities of BSTassociated with internal or administrative use of local services.
Data Retained Relating to CLEC Experience:	**Data Retained Relating to ILEC Performance:**
• Report Month • Interval for FOC • Reject Interval • Total number of LSRs • Total number of Errors • Adjusted Error Volume • Total number of flow through service requests • Adjusted number of flow through service requests • Geographic Scope	• Report Month • Interval for FOC • Reject Interval • Total number of LSRs • Total number of Errors • Adjusted Error Volume • Total number of flow through service requests • Adjusted number of flow through service requests • Geographic Scope

Firm Order Confirmation Timeliness

		Mechanized		Non-Mechanized		Mechanized		Non-Mechanized	
	%<10 days	<5 ckts	>=5 ckts	<5 ckts	>=5 ckts	<10 ckts	>=10 ckts	<10 ckts	>=10 ckts
Trunks	X								
UNE						X	X	X	X
UNE (Specials)						X	X	X	X
Resale - Residence						X	X	X	X
Resale - Business						X	X	X	X
Resale - Specials						X	X	X	X
UNE - Loops w/LNP		X	X	X	X				

Reject Timeliness

		Mechanized		Non-Mechanized		Mechanized		Non-Mechanized	
	%<10 days	<5 ckts	>=5 ckts	<5 ckts	>=5 ckts	<10 ckts	>=10 ckts	<10 ckts	>=10 ckts
Trunks	X								
UNE						X	X	X	X
UNE (Specials)						X	X	X	X
Resale - Residence						X	X	X	X
Resale - Business						X	X	X	X
Resale - Specials						X	X	X	X
UNE - Loops w/LNP		X	X	X	X				

Measurement Detail

Percent Rejected Service Requests

		Mechanized		Non-Mechanized		Mechanized		Non-Mechanized	
	%<10 days	<5 ckts	>=5 ckts	<5 ckts	>=5 ckts	<10 ckts	>=10 ckts	<10 ckts	>=10 ckts
Trunks	X								
UNE						X	X	X	X
UNE (Specials)						X	X	X	X
Resale - Residence						X	X	X	X
Resale - Business						X	X	X	X
Resale - Specials						X	X	X	X
UNE - Loops w/LNP		X	X	X	X				

Percent Flow-Through Service Requests

		Mechanized		Non-Mechanized		Mechanized		Non-Mechanized	
	%<10 days	<5 ckts	>=5 ckts	<5 ckts	>=5 ckts	<10 ckts	>=10 ckts	<10 ckts	>=10 ckts
Trunks	X								
UNE						X	X	X	X
UNE (Specials)						X	X	X	X
Resale - Residence						X	X	X	X
Resale - Business						X	X	X	X
Resale - Specials						X	X	X	X
UNE - Loops w/LNP		X	X	X	X				

Service Request Cycle Time

		Mechanized		Non-Mechanized		Mechanized		Non-Mechanized	
	%<10 days	<5 ckts	>=5 ckts	<5 ckts	>=5 ckts	<10 ckts	>=10 ckts	<10 ckts	>=10 ckts
Trunks	X								
UNE						X	X	X	X
UNE (Specials)						X	X	X	X
Resale - Residence						X	X	X	X
Resale - Business						X	X	X	X
Resale - Specials						X	X	X	X
UNE - Loops w/LNP		X	X	X	X				

Service Request Submissions per Request

		Mechanized		Non-Mechanized		Mechanized		Non-Mechanized	
	%<10 days	<5 ckts	>=5 ckts	<5 ckts	>=5 ckts	<10 ckts	>=10 ckts	<10 ckts	>=10 ckts
Trunks	X								
UNE						X	X	X	X
UNE (Specials)						X	X	X	X
Resale - Residence						X	X	X	X
Resale - Business						X	X	X	X
Resale - Specials						X	X	X	X
UNE - Loops w/LNP		X	X	X	X				

Speed of Answer in Ordering Center

	Ave. Answer time (Sec.) / month	Ave. Answer time (Sec.) / year
LCSC	X	X

PROVISIONING

Function:	Order Completion Intervals
Measurement Overview:	The "average completion interval" measure monitors the time required by the ILEC to deliver integrated and operable service components requested by the CLEC, regardless of whether services resale or unbundled network elements are employed. When the service delivery interval of BST is measured for comparable services, then conclusions can be drawn regarding whether or not CLECs have a reasonable opportunity to compete for customers. The "orders completed on time" measure monitors the reliability of BST commitments with respect to committed due dates to assure that CLECs can reliably quote expected due dates to their retail customer. In addition, when monitored over time, the "average completion interval" and "percent completed on time" may prove useful in detecting developing capacity issues.
Measurement Methodology:	**1. Average Completion Interval = $\sum$ | (Completion Date & Time) - (Order Submission Date & Time) | / (Count of Orders Completed in Reporting Period)** **2. Order Completion Interval Distribution = $\sum$ (Service Orders Completed in "X" days) / (Total Service Orders Completed in Reporting Period) X 100** The actual completion interval is determined for each order processed during the reporting period. The completion interval is the elapsed time from the ILEC receipt of a syntactically correct order from the CLEC to the ILEC's return of a valid completion notification to the CLEC. Elapsed time for each order is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of orders completed within the reporting period. The distribution of completed orders is determined by first counting, for each specified reporting dimension, both the total numbers of orders completed within the reporting interval and the number of orders completed by the committed due date (as specified on the initial FOC returned to the CLEC). For each reporting dimension, the resulting count of orders completed for each specified time period following the committed due date is divided by the total number of orders completed with the resulting fraction expressed as a percentage. **Objective:** Average time from receipt of (confirmed) service request to actual order completion date. Excludes orders where customer requested dates are beyond offered interval. **Methodology:** • Mechanized metric from ordering system • If mechanical not available, a (BST & CLEC) statistically validated sample should be used.

Measurement Detail

Reporting Dimensions:	Excluded Situations:
• See Appendix A, item 2 • See Appendix A, item 4	• Orders where customer requested dates are beyond offered interval
Data Retained Relating to CLEC Experience:	**Data Retained Relating to ILEC Performance:**
• Report Month • CLEC Order Number • Order Submission Date • Order Submission Time • Order Completion Date • Order Completion Time • Service Type • Activity Type • Geographic Scope	• Report Month • Average Order Completion Interval • Order Completion by Interval • Service Type • Activity Type • Geographic Scope

Order Completion Interval Distribution **Average Completion Interval**

UNE LOOPS	Same Day	1	2	3	4	5	>5	Total	Ave. Completion Interval
Dispatch									
< 10 circuits	x	x	x	x	x	x	x	x	x
>= 10 circuits	x	x	x	x	x	x	x	x	x
No Dispatch									
< 10 circuits	x	x	x	x	x	x	x	x	x
>= 10 circuits	x	x	x	x	x	x	x	x	x

UNE LOOPS w/ ILNP	Same Day	1	2	3	4	5	>5	Total	Ave. Completion Interval
Dispatch									
< 5 circuits	x	x	x	x	x	x	x	x	x
>= 5 circuits	x	x	x	x	x	x	x	x	x
No Dispatch									
< 5 circuits	x	x	x	x	x	x	x	x	x
>= 5 circuits	x	x	x	x	x	x	x	x	x

TRUNKS	5 Days	10	15	20	25	30	>30	Total	Ave. Completion Interval
Dispatch % < 10 days	x	x	x	x	x	x	x	x	x
No Dispatch % < 10 days	x	x	x	x	x	x	x	x	x

Measurement Detail

Orders Provisioned out of Interval — Average Completion Interval

RESALE RESIDENCE	Same Day	1	2	3	4	5	>5	Total	Ave. Completion Interval
Dispatch									
LCSC orders									
< 10 circuits	x	x	x	x	x	x	x	x	x
>= 10 circuits	x	x	x	x	x	x	x	x	x
BST orders									
< 10 circuits	x	x	x	x	x	x	x	x	x
>= 10 circuits	x	x	x	x	x	x	x	x	x
No Dispatch									
LCSC orders									
< 10 circuits	x	x	x	x	x	x	x	x	x
>= 10 circuits	x	x	x	x	x	x	x	x	x
BST orders									
< 10 circuits	x	x	x	x	x	x	x	x	x
>= 10 circuits	x	x	x	x	x	x	x	x	x

RESALE BUSINESS	Same Day	1	2	3	4	5	>5	Total	Ave. Completion Interval
Dispatch									
LCSC orders									
< 10 circuits	x	x	x	x	x	x	x	x	x
>= 10 circuits	x	x	x	x	x	x	x	x	x
BST orders									
< 10 circuits	x	x	x	x	x	x	x	x	x
>= 10 circuits	x	x	x	x	x	x	x	x	x
No Dispatch									
LCSC orders									
< 10 circuits	x	x	x	x	x	x	x	x	x
>= 10 circuits	x	x	x	x	x	x	x	x	x
BST orders									
< 10 circuits	x	x	x	x	x	x	x	x	x
>= 10 circuits	x	x	x	x	x	x	x	x	x

RESALE SPECIALS	Same Day	1	2	3	4	5	>5	Total	Ave. Completion Interval
Dispatch									
LCSC orders									
< 10 circuits	x	x	x	x	x	x	x	x	x
>= 10 circuits	x	x	x	x	x	x	x	x	x
BST orders									
< 10 circuits	x	x	x	x	x	x	x	x	x
>= 10 circuits	x	x	x	x	x	x	x	x	x
No Dispatch									
LCSC orders									
< 10 circuits	x	x	x	x	x	x	x	x	x
>= 10 circuits	x	x	x	x	x	x	x	x	x
BST orders									
< 10 circuits	x	x	x	x	x	x	x	x	x
>= 10 circuits	x	x	x	x	x	x	x	x	x

PROVISIONING

Function:	Held Orders
Measurement Overview:	When delays occur in completing CLEC orders, the average period that CLEC orders are held for BST reasons, pending a delayed completion, should be no worse for the CLEC when compared to BST orders.
Measurement Methodology:	**1. Mean Held Order Interval = ∑ (Reporting Period Close Date - Committed Order Due Date) / (Number of Orders Pending and Past The Committed Due Date) for all orders pending and past the committed due date.** This metric is computed at the close of each report period. The held order interval is established by first identifying all orders, at the close of the reporting interval, that both have not been reported as "completed" via a valid completion notice and have passed the currently "committed completion date" for the order. For each such order the number of calendar days between the committed completion date and the close of the reporting period is established and represents the held order interval for that particular order. The held order interval is accumulated by the standard groupings in Appendix A, item 2, and the reason for the order being held, if identified. The total number of days accumulated in a category is then divided by the number of held orders within the same category to produce the mean held order interval. **(# of Orders Held for ≥ 90 days) / (Total # of Orders Pending But Not Completed) X 100.** **(# of Orders Held for ≥ 15 days) / (Total # of Orders Pending But Not Completed) X 100.** This "percentage orders held" measure is complementary to the held order interval but is designed to detect orders continuing in a "non-completed" state for an extended period of time. Computation of this metric utilizes a subset of the data accumulated for the "held order interval" measure. All orders, for which the "held order interval" equals or exceeds 90 or 15 days, are counted for order type. The total number of pending and past due orders for order type are counted (as was done for the held order interval) and divided into the count of orders held past 90 or 15 days. **Objective:** Average time to detect orders continuing in a "non-complete" state for extended period of time.

Measurement Detail

Reporting Dimensions:	Excluded Situations:
• See Appendix A, item 2 • See Appendix A, item 4	• Any order canceled by the CLEC will be excluded from this measurement. • Orders held for CLEC end user reasons • Orders held for BST end user reasons • Order Activities of the ILEC associated with internal or administrative use of local services.
Data Retained Relating to CLEC Experience:	**Data Retained Relating to ILEC Performance:**
• Report Month • CLEC Order Number • Order Submission Date • Committed Due Date • Service Type • Hold Reason • Geographic Scope	• Report Month • Average Held Order Interval • Standard Error for the Average Held Order Interval • Service Type • Hold Reason • Geographic Scope

Mean Held Order Interval

		Dispatch		No-Dispatch		Dispatch		No-Dispatch	
	%<10 days	<5 ckts	>=5 ckts	<5 ckts	>=5 ckts	<10 ckts	>=10 ckts	<10 ckts	>=10 ckts
Trunks									
>= 90 days	X								
>= 15 days	X								
UNE									
>= 90 days						X	X	X	X
>= 15 days						X	X	X	X
Resale - Residence									
>= 90 days						X	X	X	X
>= 15 days						X	X	X	X
Resale - Business									
>= 90 days						X	X	X	X
>= 15 days						X	X	X	X
Resale - Specials									
>= 90 days						X	X	X	X
>= 15 days						X	X	X	X
UNE - Loops w/LNP									
>= 90 days		X	X	X	X				
>= 15 days		X	X	X	X				

PROVISIONING

Function:	Installation Timeliness, Quality & Accuracy
Measurement Overview:	The "orders completed on time" measure monitors the reliability of BST commitments with respect to committed due dates to assure that CLECs can reliably quote expected due dates to their retail customer. Percent Provisioning Troubles within 30 days of Installation measures the quality of installation activities and Percent Order Accuracy measures the accuracy with which services ordered by the CLECs were provided.
Measurement Methodology:	**1. Percent Missed Installation Appointments = ∑ (Number of Orders missed in Reporting Period) / (Number of Orders Completed in Reporting Period) X 100** Percent Missed Installation Appointments is the percentage of total orders processed for which the ILEC notifies the CLEC that the work will not be completed as committed on the original FOC. The measurement result is derived by dividing the count on misses the ILEC issues to the CLEC by the count of FOCs returned by the ILEC during the identical period. **Objective:** Percent of orders where completion's are not done by due date on order confirmation. Misses due to competing carrier or end user causes should be aggregated out and indicated. **Methodology:** • Mechanized metric from ordering system **2. % Provisioning Troubles within 30 days of Installation = ∑ (All Troubles on Services installed ≤ 30 days in a calendar month) / (All Installations in same calendar month) X 100** **Objective:** Measures the quality of completed orders **Methodology:** Mechanized metric from ordering system **3. Percent Order Accuracy = (∑ Orders Completed w/o error) / (∑ Orders Completed) X 100.** **Objective:** Measures the accuracy and completeness of the ILEC provisioning or disconnecting service by comparing what was ordered and what was completed. **Methodology:** • Non-Mechanized Results are based on an audit of a statistically valid sample • Mechanized Results are based on an audit of a statistically valid sample

Measurement Detail

Reporting Dimensions:	Excluded Situations:
• See Appendix A, item 2 • See Appendix A, item 4	• None
Data Retained Relating to CLEC Experience:	**Data Retained Relating to ILEC Performance:**
• Report Month • CLEC Order Number • Order Submission Date • Order Submission Time • Status Type • Status Notice Date • Status Notice Time • Standard Order Activity • Geographic Scope	• Report Month • ILEC Order Number • Order Submission Date • Order Submission Time • Status Type • Status Notice Date • Status Notice Time • Standard Order Activity • Geographic Scope

Percent Missed Appointments

		Dispatch		No-Dispatch		Dispatch		No-Dispatch	
	%<10 days	<5 ckts	>=5 ckts	<5 ckts	>=5 ckts	<10 ckts	>=10 ckts	<10 ckts	>=10 ckts
Trunks	X								
UNE						X	X	X	X
UNE (Specials)						X	X	X	X
Resale - Residence						X	X	X	X
Resale - Business						X	X	X	X
Resale - Specials						X	X	X	X
UNE - Loops w/LNP		X	X	X	X				

Percent Provisioning Troubles within 30 days of Installation

		Dispatch		No-Dispatch		Dispatch		No-Dispatch	
	%<10 days	<5 ckts	>=5 ckts	<5 ckts	>=5 ckts	<10 ckts	>=10 ckts	<10 ckts	>=10 ckts
Trunks	X								
UNE						X	X	X	X
UNE (Specials)						X	X	X	X
Resale - Residence						X	X	X	X
Resale - Business						X	X	X	X
Resale - Specials						X	X	X	X
UNE - Loops w/LNP		X	X	X	X				

Percent Provisioning Order Accuracy

		Dispatch		No-Dispatch		Dispatch		No-Dispatch	
	%<10 days	<5 ckts	>=5 ckts	<5 ckts	>=5 ckts	<10 ckts	>=10 ckts	<10 ckts	>=10 ckts
Trunks	X								
UNE						X	X	X	X
UNE (Specials)						X	X	X	X
Resale - Residence						X	X	X	X
Resale - Business						X	X	X	X
Resale - Specials						X	X	X	X
UNE - Loops w/LNP		X	X	X	X				

MAINTENANCE & REPAIR (MR)

Function:	Customer Trouble Report Rate
Measurement Overview:	This measure can be used to establish that CLECs are not competitively disadvantaged, compared to BST, as a result of experiencing more frequent incidents of trouble reports.
Measurement Methodology:	**1. Customer Trouble Report Rate = (Count of Initial & Repeated Trouble Reports in the Current Period) / (Number of Service Access Lines in Service at End of the Report Period) X 100.** ***Note: Local Interconnection Trunks are reported only as total troubles. No meaningful count of lines in service exists.*** The frequency of trouble metric is computed by accumulating the total number of maintenance tickets logged by a CLEC (with the ILEC) during the reporting period. The resulting number of tickets is divided by the total number of "service access lines" existing for the CLEC at the end of the report period. **Objective:** Initial customer direct or referred troubles reported within a calendar month where cause is in the network (not customer premises equipment, inside wire, or carrier equipment) per 100 lines/circuits in service. **Methodology:** Mechanized metric trouble reports and lines in service captured in maintenance database(s).

Reporting Dimensions:	Excluded Situations:
• See Appendix A, item 3 • See Appendix A, item 4	• Trouble tickets canceled at the CLEC request • ILEC trouble reports associated with administrative service • Instances where the CLEC or an ILEC customer requests a ticket be "held open" for monitoring
Data Retained Relating to CLEC Experience:	**Data Retained Relating to ILEC Performance:**
• Report Month • CLEC Ticket Number • Ticket Submission Date • Ticket Submission Time • Ticket Completion Time • Ticket Completion Date • Service Type • WTN or CKTID (a unique identifier for elements combined in a service configuration) • Disposition and Cause • Geographic Scope	• Report Month • ILEC Ticket Number • Ticket Submission Date • Ticket Submission Time • Ticket Completion Time • Ticket Completion Date • Service Type • WTN or CKTID (a unique identifier for elements combined in a service configuration) • Disposition and Cause • Geographic Scope

Customer Trouble Report Rate

	ALL	Dispatch	No-Dispatch	Dispatch		No-Dispatch	
				Residence	Business	Residence	Business
Interconnection Trunks	X	X	X	X	X	X	X
UNE							
Resale							
Resale - Specials	X						

Note: Local Interconnection Trunks are reported only as total troubles. No meaningful count of lines in service exists.

MAINTENANCE & REPAIR (MR)

Function:	Missed Repair Appointments
Measurement Overview:	When this measure is collected for BST and CLEC and then compared, it can be used to establish that CLECs are receiving equally reliable (as compared to BST operations) estimates of the time required to complete service repairs.
Measurement Methodology:	**2. Percentage of Missed Repair Appointments = (Count of Customer Troubles Not Resolved by the Quoted Resolution Time and Date) / (Count of Customer Trouble Tickets Closed) X 100.** Percent of trouble reports not cleared by date and time committed. Appointment intervals vary with force availability in the POTS environment. Specials and Trunk intervals are standard interval appointments of no greater than 24 hours. **Objective:** This measurement is designed to show parity between CLEC and ILEC in the handling of repair appointments. **Methodology:** Mechanized metric from maintenance database(s).

Reporting Dimensions:	Excluded Situations:
• See Appendix A, item 3 • See Appendix A, item 4	• Trouble tickets canceled at the CLEC request • ILEC trouble reports associated with administrative service • Instances where the CLEC or an ILEC customer requests a ticket be "held open" for monitoring
Data Retained Relating to CLEC Experience:	**Data Retained Relating to ILEC Performance:**
• Report Month • CLEC Ticket Number • Ticket Submission Date • Ticket Submission Time • Ticket Completion Time • Ticket Completion Date • Service Type • WTN or CKTID (a unique identifier for elements combined in a service configuration) • Disposition and Cause • Geographic Scope	• Report Month • ILEC Ticket Number • Ticket Submission Date • Ticket Submission Time • Ticket Completion Time • Ticket Completion Date • Service Type • WTN or CKTID (a unique identifier for elements combined in a service configuration) • Disposition and Cause • Geographic Scope

Missed Repair Appointments

	ALL	Dispatch	No-Dispatch	Dispatch		No-Dispatch	
				Residence	Business	Residence	Business
Interconnection Trunks							
UNE		x	x				
Resale				x	x	x	x
Resale - Specials							

Note: There is no measurement for Interconnection Trunks or Specials. These are handled on a 1st come, 1st serve basis. The appropriate measurement for these is average duration.

MAINTENANCE & REPAIR (MR)

Function:	Quality of Repair & Time to Restore
Measurement Overview:	This measure, when collected for both the CLEC and BST and compared, monitors that CLEC maintenance requests are cleared comparably to BST maintenance requests.
Measurement Methodology:	**3. Out of Service > 24 Hours = (Total Repeat Troubles > 24 Hours) / (Total Troubles) X 100** **4. Percent Repeat Troubles within 30 Days = (Total Repeated Trouble Reports within 30 Days) / (Total Troubles) X 100** **5. Maintenance Average Duration = (Total Duration Time) / (Total Troubles)** For Out of Service Troubles (no dial tone, cannot be called or cannot call out): the percentage of troubles cleared in excess of 24 hours. For Percent Repeat Trouble Reports within 30 Days: Trouble reports on the same line/circuit as a previous trouble report within the last 30 calendar days as a percent of total troubles reported. For Average Duration: Average time from receipt of a trouble until trouble is status cleared **Objective:** These measurements are used to demonstrate quality of maintenance and repair. **Methodology:** Mechanized metric from maintenance database(s).

Reporting Dimensions:	Excluded Situations:
• See Appendix A, item 3.	• Trouble tickets canceled at the CLEC request • ILEC trouble reports associated with administrative service • Instances where the CLEC or an ILEC customer requests a ticket be "held open" for monitoring
Data Retained Relating to CLEC Experience:	**Data Retained Relating to ILEC Performance:**
• Report Month • Total Tickets • CLEC Ticket Number • Ticket Submission Date • Ticket Submission Time • Ticket Completion Time • Ticket Completion Date • Total Duration Time • Service Type • WTN or CKTID (a unique identifier for elements combined in a service configuration) • Disposition and Cause • Geographic Scope	• Report Month • Total Troubles • Percentage of Customer Troubles Out of Service > 24 Hours • Total and Percent Repeat Trouble Reports with 30 Days • Total Duration Time • Service Type • Disposition and Cause • Geographic Scope

Out of Service more than 24 Hours

	ALL	Dispatch	No-Dispatch	Dispatch		No-Dispatch	
				Residence	Business	Residence	Business
Interconnection Trunks		X	X				
UNE				X	X	X	X
Resale							
Resale - Specials							

Note: There is no measurement for Interconnection Trunks or Specials. These are handled on a 1st come, 1st serve basis. The appropriate measurement for these is average duration

Repeat Trouble Reports within 30 days of Installation (or New Service Failure Rate - see note below)

	ALL	Dispatch	No-Dispatch	Dispatch		No-Dispatch	
				Residence	Business	Residence	Business
Interconnection Trunks	X	X	X				
UNE				X	X	X	X
Resale							
Resale - Specials	X						

Note: The appropriate measurement for both interconnection trunking and Resale - Specials is the "New Service Failure Rate"

Maintenance Average Duration

	ALL	Dispatch	No-Dispatch	Dispatch		No-Dispatch	
				Residence	Business	Residence	Business
Interconnection Trunks	X	X	X				
UNE				X	X	X	X
Resale							
Resale - Specials	X						

MAINTENANCE & REPAIR (MR)

Function:	Average Answer Time - Repair Centers
Measurement Overview:	• This measure demonstrates an average response time for the CLEC agent attempting to contact their ILEC representative
Measurement Methodology:	**6. Average Answer Time for UNE Center, RRC & BRC = (Total time in seconds for UNE Center, RRC & BRC response) / (Total number of calls) by reporting period** **Objective:** This measure supports monitoring that ILEC handling of support center calls from CLECs is at least in parity with support center calls by the ILECs retail customer. **Methodology:** Mechanized report from Repair Center Automatic Call Distributors.

Average Answer Time for Repair Center

	Ave. Answer time (Sec.) / month	Ave. Answer time (Sec.) / year
UNE Center	X	X
RRC	X	X
BRC	X	X

MAINTENANCE & REPAIR (MR)

Function:	Legacy System Access Times
Measurement Overview:	• This measure demonstrates an average response time from the BST Maintenance System (TAFI) to access BST's Legacy Repair OSS.
Measurement Methodology:	**1. Legacy System Access Times = Access Times in increments of ≤ 4 secs., > 4 & ≤ 6 secs., ≤ 10 secs., > 10 secs., and > 30 secs. for CLEC TAFI and BST TAFI** **Objective:** This measure demonstrates parity between the CLECs and BST for OSS response times for Maintenance and Repair. **Methodology:** Mechanized report from OSSs

Legacy System Access Times

	≤ 4 secs			> 4 & ≤ 6 secs			≤ 10 secs			> 10 secs			> 30 secs		
Transaction Name	CLEC	BST BUS	BST RES	CLEC	BST RES	BST BUS	CLEC	BST RES	BST BUS	CLEC	BST RES	BST BUS	CLEC	BST RES	BST BUS
CRIS	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
DLETH	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
DLR	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
JMOS	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
LMOS	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
LMOSupd	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
MARCH	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Predictor	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
SOCS	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
LNP	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X

BILLING

Function:	Invoice Accuracy & Timeliness
Measurement Overview:	The accuracy of billing records (both usage and invoices) delivered by BST to the CLEC must provide CLECs with the opportunity to deliver bills at least as accurate as those delivered by BST. Producing and comparing this measurement result for both the CLEC and BST allows a determination as to whether or not parity exists.
Measurement Methodology:	**1. Invoice Accuracy = | (Number of Invoices Delivered in the Reporting Period that Have Complete Information, Reflect Accurate Calculations and are Properly Formatted) / (Total Number of Invoices Issued in the Reporting Period) | X 100** **2. Mean Time to Deliver Invoices = $\sum$ | (Invoice Transmission Date) - (Date of Scheduled Bill Cycle Close) | / (Count of Invoices Transmitted in Reporting Period)** Invoice Accuracy: The completeness of content, accuracy of information and conformance of formatting will be determined base upon the terms of the individual CLEC interconnection agreements with ILECs. Mean Time to Deliver Invoices: This measure captures the elapsed number of days between the scheduled close of a Bill Cycle and the ILEC's successful transmission of the associated invoice to the CLEC. For each invoice, the calendar date of the scheduled close of Bill Cycle is compared to the calendar date that successful invoice transmission to the CLEC completes. The number of calendar days elapsed between scheduled Bill Cycle close and completion of invoice transmission will constitute the elapsed delivery time. The elapsed delivery time is accumulated for each invoice with the resulting total number of days accumulated being divided by the number of complete invoices sent in the reporting period. **Objective:** Measure the percentage and mean time of billing records delivered to CLEC in agreed upon format and with the complete agreed upon content (includes time and material and other non-recurring charges). **Methodology: ?**

Measurement Detail

Reporting Dimensions:	**Excluded Situations:**
• Wholesale Bill Invoices (TSR) • Unbundled Element Invoices (UNE)	• Any invoices rejected due to formatting or content errors
Data Retained Relating to CLEC Experience:	**Data Retained Relating to ILEC Performance:**
• Report Month • Invoice Type • Mean Delivery Interval • Standard Error of Delivery Interval • Accuracy	

Invoice Accuracy

	Total Invoices Delivered	Total Invoices Delivered per EMR	% Accuracy
CLEC	X	X	X

Mean Time to Deliver Invoices

To Be Determined

OPERATOR SERVICES AND DIRECTORY ASSISTANCE (OS, DA)

Function:	Average Speed to Answer
Measurement Overview:	The speed of answer delivered to CLEC retail customers, when BST provides Operator Services or Directory Services on behalf of the CLEC, must be substantially the same as the speed of answer that BST delivers to its own retail customers of equivalent local services.
Measurement Methodology:	**1. Average Speed to Answer (DA) =** **(# of Calls Answered Within 12 Seconds) / (Total DA Calls) X 100** **2. Mean Time to Answer** **3. Average Speed to Answer (OS) =** **(# of Calls Answered Within 2 and 10 Seconds) / (Total OS Calls) X 100** **4. Mean Time to Answer** **Objective:** Measures the percent and mean time a call is answered by an OS or DA operator in a predefined timeframe **Methodology:** • Reported in the aggregate • Not Carrier Specific

Reporting Dimensions:	Excluded Situations:
• Operator Services in Aggregate • Directory Assistance in Aggregate • Processing Method (human versus machine processes)	• Call abandoned by customers prior to answer by the ILEC OS or DA operator
Data Retained Relating to CLEC Experience:	**Data Retained Relating to ILEC Performance:**
• Month • Call Type (OS or DA) • Mean Speed of Answer • Standard Error for Mean Speed of Answer	• Month • Call Type (OS or DA) • Mean Speed of Answer • Standard Error for Mean Speed of Answer

Average Speed to Answer

	Average Mean Time to Answer	% Calls Answered within 12 seconds	% Calls Answered within 10 seconds
Directory Assistance	X	X	
Operator Services	X		X

Measurement Detail

E911

Function:	Timeliness and Accuracy
Business Implications:	• In the interest of public safety, it is BellSouth's goal to maintain 100% accuracy in the E911 database for both CLEC's customers and BST's retail customers and to have zero errors in processing orders for E911 database updates. • CLECs that purchase UNEs or provide local service as a facility-based provider are responsible for the accuracy of their data that is input in the E911 database. • As part of BSTs effort to maintain 100% accuracy of the E911 database, data verification parameters and requirements for all companies that submit E911 inputs will be reviewed and modified accordingly to ensure the highest integrity. • These measurements were developed to ensure parity between the processing and accuracy of E911 database orders for both the CLEC's customers and BST's retail customers.
Measurement Methodology:	**1. E911 Timeliness = ∑ (Number of Orders missed in Reporting Period) / (Number of Orders Confirmed in Reporting Period) X 100** **Ojective:** Measures the percentage of missed due dates of 911 database updates **Methodology:** Mechanized metric from ordering system **2. E911 Accuracy = ∑ |Total number of SOIRs with errors generated from Daily TN activity (based on the E911 Local Exchange Carrier Guide for Facility-Based Providers)| / (Total number of SOIR orders for E911 updates) X 100** **Objective:** Measures the percentage of accurate 911 database updates **Methodology:** Mechanized metric from ordering system

Reporting Dimensions:	Excluded Situations:
• CLECs in Aggregate • BST in Aggregate	• Any order canceled by the CLEC will be excluded from this measurement. • Order Activities of the ILEC associated with internal or administrative use of local services
Data Retained Relating to CLEC Experience:	**Data Retained Relating to ILEC Performance:**
• Report Month • CLEC Order Number • Order Submission Date • Order Submission Time • Error Type • Error Notice Date • Error Notice Time • Standard Order Activity • Geographic Scope	• Report Month • Error Type • Average number of error • Standard Order Activity • Geographic Scope

E911 Timeliness and Accuracy

	CLEC	BST
% E911 Orders Missed	X	X
% E911 Accurate Orders	X	X

Trunking (T)

Function:	Interconnection Trunking Performance
Measurement Overview:	In order to insure quality service to the CLECs as well as protecting the integrity of the BST network, BST collects traffic performance data on the trunk groups interconnected with the CLECs as well as all other trunk groups in the BST network.
Measurement Methodology:	**1. CLEC Trunk Group Service Report** - Contains the service performance results of final trunk groups between the CLEC switch and a BST tandem or end office. **2. BellSouth CTTG Blocking Report** - Contains the trunk blocking results of final trunk groups between the BST end office and BST access tandem. **3. Local Network Trunk Group Service Report** - Contains the service performance results of final trunk groups in the BST local service tier of the network. **4. BellSouth Local Network Blocking Report** - Contains the trunk blocking results of final trunk groups in the BST local service tier of the network. **Methodology:** The data are processed weekly through a mechanized system which calculates the percentage blocking during the time-consistant busy hour (TCBH). The TCBH is defined as the identical hour each day during which, over a number of days, the highest average traffic is measured.

Reporting Dimensions:	**Excluded Situations:**
• BST trunk groups • CLEC trunk groups	• N/A
Data Retained Relating to CLEC Experience:	**Data Retained Relating to ILEC Performance:**
• N/A	• N/A

CLEC Trunk Group Service Report

CLEC TRUNK GROUP SERVICE REPORT
MONTHLY SUMMARY

BST ORDERED	AL	GA	KY	LA	MS	NC	NF	SC	SF	TN	TOTAL	TOTAL w/o GA
Total Trunk Groups:	x	x	x	x	x	x	x	x	x	x	x	x
Trk Grps Meas/Proc:	x	x	x	x	x	x	x	x	x	x	x	x
Tot Grps > 3% NC this report	x	x	x	x	x	x	x	x	x	x	x	x
PCT1	x	x	x	x	x	x	x	x	x	x	x	x

CLEC ORDERED	AL	GA	KY	LA	MS	NC	NF	SC	SF	TN	TOTAL	TOTAL w/o GA
Total Trunk Groups:	x	x	x	x	x	x	x	x	x	x	x	x
Trk Grps Meas/Proc:	x	x	x	x	x	x	x	x	x	x	x	x
Tot Grps > 3% NC this report	x	x	x	x	x	x	x	x	x	x	x	x
PCT1	x	x	x	x	x	x	x	x	x	x	x	x

TOTAL	AL	GA	KY	LA	MS	NC	NF	SC	SF	TN	TOTAL	TOTAL w/o GA
Total Trunk Groups:	x	x	x	x	x	x	x	x	x	x	x	x
Trk Grps Meas/Proc:	x	x	x	x	x	x	x	x	x	x	x	x
Tot Grps > 3% NC this report	x	x	x	x	x	x	x	x	x	x	x	x
PCT1	x	x	x	x	x	x	x	x	x	x	x	x

BellSouth CTTG Blocking Report

BELLSOUTH CTTG BLOCKING REPORT - SUMMARY GROUPS EXCEEDING MBT PROCESS DATE										
TGSN	TANDEM	END OFFICE	DESCRPT	STUDY PERIOD	OBSVD BLKG	HR	TKS	VAL DAYS	NBR RPTS	RMKS
x	x	x	x	x	x	x	x	x	x	x

Local Network Trunk Group Service Report

LOCAL NETWORK TRUNK GROUP SERVICE REPORT MONTHLY SUMMARY												
	AL	GA	KY	LA	MS	NC	NF	SC	SF	TN	TOTAL	TOTAL w/o GA
Total Trunk Groups:	x	x	x	x	x	x	x	x	x	x	x	x
Trk Grps Meas/Proc:	x	x	x	x	x	x	x	x	x	x	x	x
Tot Grps > 3% NC this report	x	x	x	x	x	x	x	x	x	x	x	x
PCT1	x	x	x	x	x	x	x	x	x	x	x	x

BellSouth Local Network Blocking Report

BELLSOUTH LOCAL NETWORK BLOCKING REPORT - SUMMARY GROUPS EXCEEDING MBT PROCESS DATE										
A-END	Z-END	DESCRPT	TGSN	STUDY PERIOD	OBSVD BLKG	HR	TKS	VAL DAYS	NBR RPTS	RMKS
x	x	x	x	x	x	x	x	x	x	x

APPENDIX A

ITEM #	DESCRIPTION
1. Carrier Specific - Reported on a per order basis	• Interconnection Trunks - average response time, percent less than 10 days. • UNE - less than 10 lines / circuits and 10 lines / circuits of more, mechanized orders and non-mechanized orders. • UNE (Specials) - less than 10 lines / circuits and 10 lines / circuits of more, mechanized orders and non-mechanized orders. • Resale Residential & Business - less than 10 lines / circuits and 10 lines / circuits of more, mechanized orders and non-mechanized orders. • Resale (Specials) - less than 10 lines / circuits and 10 lines / circuits of more, mechanized orders and non-mechanized orders. • UNE (Unbundled Loops w/ interim telephone number portability) - less than 5 and 5 or more, mechanized orders and non-mechanized orders.
2. Reported by Carrier on a per order basis	UNE: by groups of lines on single order. Separately tracked for dispatch and non-dispatch as follows: • Local Interconnection Trunks • Resale (Residence): by groups of lines on single order similar to UNE (POTS) • Resale (Business) - by groups of lines on single order similar to UNE (POTS) • Resale (Specials) - by groups of lines on single order similar to UNE (POTS) • UNE (Unbundled Loops w/ interim telephone number portability)
3. Carrier Specific - Reported on a per order basis	• UNE - Dispatched, Not Dispatched, and misses where the competing carrier or end user causes the missed appointment. • Resale Residence & Business Dispatched, Not Dispatched - All misses, denoting misses, where the competing carrier or end user caused the missed appointment. • Interconnection Trunks • Resale Specials
4. Geographic Scope	• State and Regional level unless otherwise specified