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

615 214-6301
Fax 615 214-7406

Guy M. Hicks
General Counsel

June 3, 1999

VIA HAND DELIVERY

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

Re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and e.spire Communications, Inc., formerly known as American Communications Services, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

99-00405

Dear Mr. Waddell:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, BellSouth Telecommunications, Inc. ("BellSouth") and e.spire Communications, Inc. ("e.spire) are submitting to the Tennessee Regulatory Authority ("TRA") the original and thirteen copies of an amendment to the Interconnection Agreement dated July 25, 1996. The negotiation and execution of the amendment settles the arbitration now pending before the Authority. e.spire will file, as soon as possible, a formal dismissal of the arbitration.

Pursuant to Section 252(e) of the Act, the Authority is charged with approving or rejecting the amendment within 90 days of its submission. Both parties respectfully request that the Authority approve the amendment as soon as possible.

Please send any inquiries, notices or other documents to the undersigned, on behalf of BellSouth and on behalf of e.spire to:

Brad Mutschelknaus, Esquire
Kelley, Drye and Warren, LLP
1200 19th Street, NW, #500
Washington, DC 20036

Thank you very much for your time and consideration.

Very truly yours,

Guy M. Hicks

GMH:ch
Enclosure

164935

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and e•spire Communications, Inc., formerly known as American Communications Services, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. ~~96-01316~~ 99-00405

PETITION FOR APPROVAL OF THE AMENDMENT TO THE INTERCONNECTION AGREEMENT NEGOTIATED BETWEEN BELLSOUTH TELECOMMUNICATIONS, INC. AND E•SPIRE COMMUNICATIONS, INC., FORMERLY KNOWN AS AMERICAN COMMUNICATIONS SERVICES, INC. PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

COME NOW, e•spire Communications, Inc., formerly known as American Communications Services, Inc. ("e•spire") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendment to the Interconnection Agreement (the "Amendment") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, e•spire and BellSouth state the following:

1. e•spire and BellSouth have successfully negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to e•spire. The Interconnection Agreement was approved by the Tennessee Regulatory Authority ("TRA") on December 17, 1996.

2. The parties have negotiated an Amendment to the Agreement which settles the arbitration between e•spire and BellSouth. A copy of the Amendment is attached hereto and incorporated herein by reference.

3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, e•spire and BellSouth are submitting their Amendment to the TRA for its consideration and approval.

4. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Amendment between BellSouth and e•spire within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

5. e•spire and BellSouth aver that the Amendment is consistent with the standards for approval.

e•spire and BellSouth respectfully request that the TRA approve the Amendment negotiated between the parties.

This 7th day of June, 1999.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

By:_____

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

E•SPIRE COMMUNICATIONS, INC.

By:_____

Paul F. Guarisco
133 National Business Parkway, Suite 200
Annapolis Junction, MD 20701
(301) 361-4298
Attorney for e•spire

4. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Amendment between BellSouth and e•spire within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

5. e•spire and BellSouth aver that the Amendment is consistent with the standards for approval.

e•spire and BellSouth respectfully request that the TRA approve the Amendment negotiated between the parties.

This 7th day of June, 1999.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

By:_____

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

E•SPIRE COMMUNICATIONS, INC.

By:_____

Paul F. Guarisco
133 National Business Parkway, Suite 200
Annapolis Junction, MD 20701
(301) 361-4298
Attorney for e•spire

FOURTH AMENDMENT
TO INTERCONNECTION AGREEMENT BETWEEN
e•spire COMMUNICATIONS, INC. AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED JULY 25,1996

WHEREAS, e•spire and BellSouth had agreed to settle the arbitration proceedings concerning their replacement interconnection agreements currently pending in Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, South Carolina, and Tennessee by the following amendment to the existing contract; and

WHEREAS, BellSouth agrees to extend the existing agreements in all eight states, subject to this amendment, with the applicable rates, terms and conditions contained herein, in exchange for e•spire's withdrawal of the arbitration petition;

WHEREAS, the parties acknowledge that their agreement to extend the interconnection agreements is dependent upon all of the rates, terms and conditions in the interconnection agreements in their entirety, as each is interdependent upon the others;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, e•spire and BellSouth hereby covenant and agree as follows:

Pursuant to this Agreement ("the Amendment"), e•spire Communications, Inc. ("e•spire"), formerly known as American Communications Services, Inc., and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties", hereby amend that certain Interconnection Agreement between the Parties dated July 25, 1996 ("Agreement"), as amended by the First, Second and Third Amendments executed by the Parties prior to the date of this Amendment.

1. The first paragraph of the preamble to the Interconnection Agreement is deleted in its entirety and the following is substituted in its place:

> Pursuant to this Interconnection Agreement (Agreement), e•spire Communications, Inc. on behalf of its local exchange operating subsidiaries identified on Attachment A as it shall be amended from time to time (collectively, "e•spire") and BellSouth Telecommunications, Inc. ("BellSouth') (collectively, "the Parties") agree to extend certain interconnection arrangements to one another within each LATA in which they both operate. This Agreement is an integrated package that reflects a balancing of interests critical to the Parties which the Parties believe is not inconsistent with Section 251, 252, and 271 of the Telecommunications Act of 1996.

2. The Interconnection Agreement and all of its amendments are hereby amended to replace every occurrence of "American Communications Services, Inc." or "ACSI" with "e•spire Communications, Inc." and "e•spire," respectively.

3. Article XVII shall be deleted in its entirety and shall be replaced with the following:

XVII. **TERM**

A. The term of this Agreement will be from September 1,1996 to December 31, 1999.

B. The Parties agree that by no later than July 1, 1999, they shall commence negotiations with regard to the terms, conditions, and prices of local interconnection to be effective beginning January 1, 2000.

C. If, within 135 days of commencing the negotiation referred in Section XVII.B above, the Parties are unable to satisfactorily negotiate new local interconnection terms, conditions and prices, either Party may petition the state commission to establish appropriate local interconnection arrangements pursuant to 47 U.S.C. 252. The Parties agree that, in such event, they shall encourage the Commission to issue its order regarding the appropriate local interconnection arrangements and/or resale arrangements no later than the expiration date of this Agreement. The Parties further agree that in the event the Commission does not issue its order prior to the expiration date of this Agreement, or if the Parties continue beyond the expiration date of this Agreement to negotiate the local interconnection and/or resale arrangements without Commission intervention, the terms, conditions and prices ultimately ordered by the Commission, or negotiated by the Parties, will be effective retroactive to the day following the expiration date of this Agreement. Until the Subsequent Agreement becomes effective, the Parties shall continue to exchange traffic pursuant to the terms and conditions of this Agreement.

D. The Parties agree that (1) if the FCC or a state commission or other state or local body having jurisdiction over the subject matter of this Agreement finds that the terms of this Agreement are inconsistent in one or more material respects with any of its or their respective decisions, rules or regulations promulgated, or (2) if an FCC or state commission order or requirement has the effect of preempting any term of this Agreement, then in the event of the occurrence of (1) or (2) the Parties shall immediately commence good faith negotiations to conform this Agreement with any such decision, rule, or preemption. The revised agreement shall have an effective date that coincides with the effective date of the original FCC or state commission action giving rise to such negotiations. The Parties agree that the rates, terms and conditions of any new agreement shall not be applied retroactively to any period prior to such effective date.

4. Paragraph 2, 3, 4 and 5 of the amendment to the Interconnection Agreement executed by the Parties and dated October 17, 1996 shall be deleted in their entirety.

5. Except as otherwise expressly provided herein, the Unbundled Network Element rates contained in Attachment C-2 of the Interconnection Agreement, and the amendment to Attachment C-2, executed on October 17, 1996, and the rates contained in attachments C-3, C-4, C-5, and C-7 are hereby deleted in their entirely and shall be replaced by the rates resulting from the generic cost proceedings in Alabama, Georgia, Louisiana, Mississippi, South Carolina and Tennessee, and by the State Commission approved rates in Florida and Kentucky. These rates are contained in Exhibit 1 of this Amendment. The rates contained in Exhibit 1 of this Amendment shall be effective with the execution of this Amendment by both Parties.

6. As of the effective date of this Amendment, BellSouth shall make available to e•spire for each state all of the unbundled elements for which the state Commission has approved rates. BellSouth also shall make available the following Unbundled Network Elements:

- 2-Wire ADSL - Compatible Loops;
- 2-Wire HDSL - Compatible Loops;
- 4-Wire HDSL - Compatible Loops;
- 2-Wire ISDN grade loops;
- Dark Fiber (in those states where the commissions have set rates);
- 56/64 kbps capable/4-wire digital grade loops; and
- 4-wire DS-1 digital grade loops

The rates for the above Unbundled Network Elements are those which have been approved by the respective state commissions as set forth in Exhibit 1 of this amendment. Neither Party waives its right to seek state commission, FCC or judicial review of those rates.

7. As of the effective date of this Amendment, BellSouth shall make available to e•spire the following Unbundled Network Elements under the following terms:

- UCL clean copper loops. These elements shall be available no later than April 1, 1999, and the Parties agree to amend the Interconnection Agreement to include any necessary information to define the UCL unbundled loop offerings, its associated rates, and provisioning requirements. If the Parties are unable to reach agreement in said negotiations, either Party may petition the Commission to resolve such disagreement.
- DS3 grade fiber loops. These elements shall be made available to e•spire through the BFR process, which will be necessary only to confirm physical availability in particular geographic area and to establish applicable rates.
- OCn loops. These elements shall be made available to e•spire through the BFR process, which will be necessary only to confirm physical availability in particular geographic area and to establish applicable rates.
- DS3, and OCn interoffice transport. These elements shall be made available to e•spire through the BFR process, which will be necessary

only to confirm physical availability in particular geographic area and to establish applicable rates.

- Sub-loop elements (i.e., feeder, distribution). These elements shall be made available through the BFR process, which will be necessary only to confirm physical availability in particular geographic area and to establish applicable rates, subject to the contract language to which the Parties have already agreed by which e•spire will give BellSouth at least sixty-days by which to provision loop feeder.
- Frame Relay UNEs (UNI, NNI, DLCI, & CIR). These elements shall be made available to e•spire through the BFR process, which will be necessary only to confirm physical availability in particular geographic area and to establish applicable rates.

8. In those states where the Commission has not established rates for Dark Fiber (i.e., Florida, Louisiana, and Mississippi) rates that have been set by the Georgia Public Service Commission will be used on an interim basis until the Commission for a given state establishes a cost based rate for that state. These rates are reflected in Exhibit 1 of this amendment.

9. Where facilities permit, BellSouth shall provide e•spire with the ability to concentrate its sub-loops onto multiple DS1s back to the BellSouth central office. The DS1s will then be terminated into e•spire's collocation space. TR-008 and TR303 interface standards are available.

USLC, using the Lucent Series 5 equipment, will be offered in two sizes. System A will allow up to 96 of e•spire's sub-loops to be concentrated onto multiple DS1s. System B will allow up to 192 of e•spire's sub-loops to be concentrated onto multiple DS1s. System A may be upgraded to a System B. A minimum of two DSls is required for each system (i.e., System A requires two DS1s and System B requires two additional DS1s, four DS1s are required in total). The DS1 facility that connects the RT site with the serving wire center is known as a Feeder Interface. All DS1 Feeder Interfaces will terminate to e•spire's collocation space with the SWC that serves the RT where e•spire's sub-loops are connected. USLC service is offered with or without concentration and with or without a protection DS1.

In these scenarios, e•spire shall be required to place a cross-box, remote terminal, or other similar device and deliver a cable to the BellSouth remote terminal. This cable would be connected to a cross-connect panel within the BellSouth RT and would allow e•spire's sub-loops to then be placed on the USLC and transported to its collocation space at the DS1 level.

e•spire also shall have the option to install a cross box to the RT on the BellSouth right of way.

10. The Parties agree that the FCC may make substantial changes to its policies and rules applicable to collocation arrangements and advanced services UNEs in its ongoing Section 706 rulemaking. The Interconnection Agreement shall be modified within thirty (30) days of the

effective date of the FCC order in the FCC's Section 706 rulemaking to incorporate FCC determinations made in such docket. Notwithstanding the foregoing, neither party waives its right to seek reconsideration or appeal of any such decision.

11. Section E of Article IV shall be deleted in its entirety and shall be replaced with Exhibit 2 of this amendment.

12. Article IV, Section B14 shall be deleted in its entirety.

13. Section C of Article IV shall be deleted in its entirety and shall be replaced with the following:

C.1 BellSouth shall provide the following combined unbundled network elements for purchase by e•spire. The rate of the following combined unbundled network elements is the sum of the individual element prices as set forth in Exhibit 1 of this amendment. Order Coordination is available for each of these combinations.

- SL2 loop and cross connect
- Port and cross connect
- Port and cross connect and common transport
- Port and vertical features
- SL2 loop with loop concentration
- Port and common transport
- SL2 loop and LNP

Subject to the provisions of Article IV. Section C.2, BellSouth will, but is not required to under the Act, combine for e•spire any other Network elements listed in this Agreement pursuant to a professional services agreement.

C.2 BellSouth will abide by any effective rule of the FCC or state commission that prohibits BellSouth, except upon request, from separating requested network elements that are currently combined. Provided that, the operation of this subsection shall be construed in accordance with decisions of the FCC and any reviewing court in light of the US Supreme Court's decision in *AT&T Corp. v. Iowa Utilities Bd.*, and provided further that this subsection shall apply only to Network Elements that BellSouth is compelled to unbundle by regulatory agencies with jurisdiction, and that any voluntary agreement by BellSouth to make network facilities available shall not expand its obligations to provide e•spire Network Elements that currently are combined in BellSouth's network. Further, other than the specific UNE combinations set forth in Article IV.C.3., BellSouth will offer only those UNE combinations required by the Act and/or effective regulatory requirements, and this Amendment itself does not expand those rights or obligations in any way.

The rates, terms and conditions regarding the Network Elements provided by BellSouth, including but not limited to the rates for such elements, what combinations of Network Elements are to remain combined and what Network Elements BellSouth is unconditionally required to provide shall be governed by the decisions of the FCC and the 8th Circuit Court upon remand of the *AT&T Corp. v. Iowa Utilities Bd.* proceeding ("96-98 Remand

Proceeding"). The Parties agree to modify the Agreement to implement any 96-98 Remand Proceeding decision or rules within ninety (90) days of the effective date of such decision or rules, provided that neither Party waives its right to participate in, seek reconsideration of or appeal of any such decision rendered as a result of the remand. Further, if, as a result of any reconsideration or appeal of any decision, said decisions or rules are modified, vacated or changed, the Parties shall modify the Agreement to comply with such final decisions within ninety (90) days of the effective date of such decision or order.

14. Section G of Article IV shall be deleted in its entirety and shall be replaced with Exhibit 3 of this amendment.

15. The Parties shall develop a mutually agreeable service restoration plan and a disaster recovery plan ("Plans") within 60 days from the effective date of this amendment.

16. Section A.4 of Article XII shall be deleted in its entirety and shall be replaced with the following:

A.4 Within five (5) business days of receiving notification from the end user customer, Party B shall notify Party A of the customer's termination of service with Party B, and shall further notify Party A as to that customer's instructions regarding its telephone number(s). Party A will reinstate service to that customer, cancel the SPNP arrangements for that customer's telephone number(s), or redirect the SPNP arrangement pursuant to the customer's instructions at that time.

17. Section C. of Article XIII shall be deleted in its entirety and shall be replaced with the following:

C. If BellSouth accepts an order placed by itself or another CLEC (or local reseller) to disconnect the SPNP to an e•spire end user, BellSouth shall notify e•spire of the change within five (5) business days of the completion of the order.

18. Article VI. Section B shall be deleted in its entirety and shall be replaced with the following:

B. With the exception of the local traffic specifically identified in subsection (C) hereafter, each party agrees to terminate local traffic orginated and routed to it by the other party. The following rates shall apply for termination of local traffic:

- The rates contained in Exhibit 1 for Call Transport and Termination shall apply from the date of the execution of this Amendment until the expiration of the Agreement.

19. Article IV, Section D.6 shall be deleted in its entirety and shall be replaced with the following:

D.6.1 The provisioning of service to e•spire will require cross-connections within the central office to connect the loop to a local switch or to other transmission

equipment in collocation space. These cross-connects are a separate element and are not considered a part of the loop.

D.6.2 BellSouth Order Coordination referenced in this Article includes two types: Manual Order Coordination ("OC') and Order Coordination for Specified Conversion Time ("OC-S").

D.6.3 "Manual Order Coordination" refers to standard BellSouth service order coordination involving SL2 voice loops and all digital loops, and is available as a chargeable option in ordering SL1 voice loops. Order coordination for physical conversions will be scheduled at BellSouth's discretion during normal working hours on the committed due date and e•spire advised.

D.6.4 "Order Coordination for Specified Conversion Time" refers to service order coordination in which e•spire requests a specific time for a service order conversion to take place. This is a chargeable option for any coordinated order and is billed in addition to the OC charge. e•spire may specify an exact time (e.g., 10:00 a.m.) between 8:00 a.m. and 5:00 p.m. Monday through Friday. If e•spire specifies a time outside this window, overtime charges will apply in addition to the OC and OC-S charges.

D.6.5 Where facilities are available, BellSouth will install unbundled loops within a **5-7** business days interval. For orders of 14 or more unbundled loops, the installation will be handled on a project basis and the intervals will be set by the BellSouth project manager for that order.

D.6.6 Some unbundled loops require a Service Inquiry ("SI") to determine if facilities are available prior to issuing the order. The interval for the SI process shall be reasonable and nondiscriminatory, and is separate from the installation interval.

D.6.7 BellSouth will offer Unbundled Voice Loops (UVL) in two different service levels - Service Level One (SL1) and Service Level Two (SL2). SL1 loops will be non-designed, will not have test points or engineering information/circuit make-up data, but may be ordered with Manual Order Coordination as a chargeable option. Upon issuance of an order in the service order system, SL1 loops will be activated on the due date in the same manner and time frames that BellSouth normally activates POTS-type loops for its customers. SL2 loops shall have test points, will be designed with a Design Layout Record provided to e•spire, and will be provided with Order Coordination. The OC feature will allow e•spire to direct BellSouth to provide coordinated installation of the loop with the disconnect of an existing customer's service and/or number portability service. In these cases, BellSouth will perform the order conversion with standard order coordination at its discretion during normal work hours. BellSouth 'will also offer Unbundled Digital Loops (UDL). They will be designed, will be provisioned with test points (where appropriate), and will come standard with Order Coordination and a Design Layout Record (DLR).

D.6.8 As a chargeable option on all unbundled loops, BellSouth will offer Order Coordination for Specified Conversion Time (OC-S). This will allow e•spire the ability to specify the time that the coordinated conversion takes place.

D.6.9 e•spire will be responsible for testing and isolating troubles on the unbundled loops. Once e•spire has isolated a trouble to the BellSouth provided loop, e•spire will issue a trouble to BellSouth on the loop. BellSouth will take the actions necessary to repair the loop if a trouble actually exists.

D.6.10 If e•spire reports a trouble on SL2 loops and no trouble actually exists, BellSouth will charge e•spire for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the loop's working status.

D.6.11 If e•spire reports a trouble on SL2: loops and no trouble actually exists, BellSouth will charge e•spire for any dispatching and testing, (outside the CO) required by BellSouth in order to confirm the loop's working status.

D.6.12 After the loop conversion process commences, a coordinated loop cutover, which shall include coordinated conversion of number portability, shall be completed within the following time periods:

For single loop conversions per location, the conversion shall be completed within fifteen (15) minutes;

For up to ten (10) loop conversions per location, the conversion of all loops shall be completed within sixty (60) minutes, and each individual loop conversion shall be completed within fifteen (15) minutes;

For loop conversions not exceeding thirty (30) loops per location, and not determined complex, the conversion of all loops shall be completed within one hundred and twenty (120) minutes.

For all loops above a thirty (30) loop quantity, or ten (10) loop quantity which are determined as complex (a cut that requires more operation than a single cut point), e•spire and BellSouth will negotiate an appropriate provisioning interval prior to the due date.

D.6.13 For loop conversions involving more than twenty (20) loops per location, BellSouth shall assign a project manager to e•spire's LSR and the parties shall be jointly responsible for resolution of all issues associated with the cutover and shall exercise their best efforts to resolve any problems that may arise.

D.6.14 The objective time frame from receipt of an accurate LSR to order installation is indicated in the BellSouth interval guide. Where facilities do not currently exist, reasonable installation intervals will be determined by BellSouth. e•spire will then be notified of the targeted due date. BellSouth shall provide e•spire adequate justification and an explanation if BellSouth is unable to meet these commitments.

20. Article IV, Section F5 shall be deleted in its entirety.

21. Article IV Section F6 shall be deleted in its entirety.

22. The Parties agree that all of the other provisions of the Agreement, dated July 25, 1996, shall remain in full force and effect including any amendments thereto not in conflict with any provision contained in this Amendment.

23. BellSouth has agreed to the extension of the agreement only as a whole and not as to the individual rates, terms and conditions contained within the Agreement. Notwithstanding this or any other provision herein, the Parties agree that e.spire retains its right to further amend the Agreement through the use of § 252(i) procedures or the contractual BFR process.

24. The Parties further agree that either or both of the Parties are authorized to submit this Amendment to the appropriate state public service commission or other regulatory body having jurisdiction over the matter of this Amendment, for approval subject to Section 252(e) of the federal Telecommunications Act of 1996. However, this Amendment is effective without further approval needed.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

e•spire Communications, Inc.	**BellSouth Telecommunications, Inc.**
By: _____	By: _____
Name: Riley M. Murphy	Name: Jerry D. Hendrix
Title: Executive Vice President/ Secretary	Title: Director-Interconnection Services/Pricing
Date: 4/19/99	Date: 4/15/99

Exhibit 1
to the Fourth Amendment
of the e.spire
Interconnection Agreement

- Alabama – Exhibit 1-AL
- Florida – Exhibit 1-FL
- Georgia – Exhibit 1-GA
- Kentucky – Exhibit 1-KY
- Louisiana – Exhibit 1-LA
- Mississippi – Exhibit 1-MS
- South Carolina – Exhibit 1-SC
- Tennessee – Exhibit 1-TN

TENNESSEE
PRICING

The rates, terms and conditions contained within this Attachment were negotiated as a whole and each rate, term and condition within the Attachment is interdependent upon the other rates, terms and conditions within this Agreement.

1. General Principles

All services currently provided hereunder (including resold Local Services), Local Interconnection, Network Elements and Ancillary Functions and all new and additional services to be provided hereunder shall be priced in accordance with all applicable provisions of the Act and the rules and orders of the Federal Communications Commission and the Tennessee Regulatory Authority.

2. Local Service Resale

The prices that CLEC shall pay to BellSouth for resold Local Services shall be BellSouth's Retail Rates less the applicable discount. The following discounts will apply to all Telecommunications Services available for resale in Tennessee:

Telecommunications Services with Operator and Directory Assistance Service:	16.00%
Telecommunications Services without Operator and Directory Assistance Service:	21.56%

3. Unbundled Network Elements

The interim prices that CLEC shall pay to BellSouth for Unbundled Network Elements are set forth in Table 1.

4. Compensation For Local Interconnection (Call Transport and Termination)

The interim prices that CLEC and BellSouth shall pay each other for the termination of local calls are set forth in Table 1.

TABLE 1

BELLSOUTH/CLEC INTERIM RATES - TENNESSEE
LOCAL INTERCONNECTION AND UNBUNDLED NETWORK ELEMENTS
(Certain rates are subject to true up)

NID	
NID (all types), per month	$0.56
Installation of 2-Wire/4-Wire CLEC NID, NRC - 1st	NA
Installation of 2-Wire/4-Wire CLEC NID, NRC - Add'l	NA
NID to NID Cross Connect, 2-Wire or 4-Wire, NRC	NA
NID per 2-Wire Analog VG Loop, Per Month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC – Incremental Charge – Manual Svc Ord – 1st	NA
NRC – Incremental Charge – Manual Svc Ord – Add'l	NA
NRC – Incremental Charge – Manual Svc Ord - Disconnect	NA
NID per 4-Wire Analog VG Loop, Per Month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC – Incremental Charge – Manual Svc Ord – 1st	NA
NRC – Incremental Charge – Manual Svc Ord – Add'l	NA
NRC – Incremental Charge – Manual Svc Ord - Disconnect	NA
NID per 2-Wire ISDN Digital VG Loop, Per Month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC – Incremental Charge – Manual Svc Ord – 1st	NA
NRC – Incremental Charge – Manual Svc Ord – Add'l	NA
NRC – Incremental Charge – Manual Svc Ord - Disconnect	NA
NID per 2-Wire Asymmetrical Dig Subscriber Line (ADSL) Loop, Per Mo.	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC – Incremental Charge – Manual Svc Ord – 1st	NA
NRC – Incremental Charge – Manual Svc Ord – Add'l	NA
NRC – Incremental Charge – Manual Svc Ord - Disconnect	NA
NID per 2-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC – Incremental Charge – Manual Svc Ord – 1st	NA

NRC – Incremental Charge – Manual Svc Ord – Add'l	NA
NRC – Incremental Charge – Manual Svc Ord - Disconnect	NA
NID per 4-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC – Incremental Charge – Manual Svc Ord – 1st	NA
NRC – Incremental Charge – Manual Svc Ord – Add'l	NA
NRC – Incremental Charge – Manual Svc Ord - Disconnect	NA
NID per 4-Wire 56 Kbps Dig Grade Loop	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC – Disconnect Chg - 1st	NA
NRC – Disconnect Chg - Add'l	NA
NRC – Incremental Charge – Manual Svc Ord – 1st	NA
NRC – Incremental Charge – Manual Svc Ord – Add'l	NA
NRC – Incremental Charge – Manual Svc Ord - Disconnect	NA
NID per 4-Wire 64 Kbps Dig Grade Loop	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC – Incremental Charge – Manual Svc Ord – 1st	NA
NRC – Incremental Charge – Manual Svc Ord – Add'l	NA
NRC – Incremental Charge – Manual Svc Ord - Disconnect	NA
Nonrecurring Charge - customer transfer, feature additions, changes (1)	NA
[redacted]	
2-Wire Analog VG Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire Analog VG Loop (Customized), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire Analog VG Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire ISDN Digital Grade Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire ADSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire HDSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire HDSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
[redacted]	

2-Wire Analog VG Loop, per month	$18.00
NRC - 1st	BST GSST A4.3.1.
NRC - Add'l	BST GSST A4.3.1.
2-Wire Analog VG Loop-SL1, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
NRC - Incremental Charge--Manual Service Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
2-Wire Analog VG Loop-SL1-Manual Order Coord	
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
2-Wire Analog VG Loop-SL2, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	$55.00
2-Wire Analog VG Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire Analog VG Loop (Customized), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire Analog VG Loop, per month	$18.00
NRC - 1st	BST GSST A4.3.1
NRC - Add'l	BST GSST A4.3.1
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
NRC - Incremental Charge--Manual Service Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
4-Wire Analog VG Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire ISDN Digital Grade Loop, per month	$18.00
NRC - 1st	BST GSST A4.3.1

NRC - Add'l	BST GSST A4.3.1
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
NRC - Incremental Charge--Manual Service Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
2-Wire ISDN Digital Grade Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire Asymmetrical Dig Subscriber Line (ADSL) Compatible Loop, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
NRC - Incremental Charge--Manual Service Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
2-Wire ADSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
NRC - Incremental Charge--Manual Service Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
2-Wire HDSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
NRC - Incremental Charge--Manual Service Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
4-Wire HDSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire DS1 Digital Loop, per month	TBD
NRC - 1st	TBD
NRC - Add'l	TBD

NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-1st	NA
NRC - Incremental Charge--Manual Svc Order-Addl	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect	NA
NRC - Order Coordination for Specified Conversion Time	NA
4-Wire 56 Kbps Dig Grade Loop, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
NRC - Incremental Charge--Manual Service Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
4-Wire 64 Kbps Dig Grade Loop, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
NRC - Incremental Charge--Manual Service Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
Unbundled Loops via IDLC	NA
[redacted]	
Sub-Loop 2-Wire Analog	NA
Loop Feeder per 2-Wire Analog VG Loop, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
Loop Distribution per 2-Wire Analog VG Loop (Including NID), per month	$9.79
NRC - 1st	$587.00
NRC - Add'l	$255.00
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
NRC - Incremental Charge--Manual Service Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
Loop Distribution per 2-Wire Analog VG Loop (Excluding NID), per month	$9.23
NRC - 1st	$587.00
NRC - Add'l	$255.00
Loop Distribution per 4-Wire Analog VG Loop (Incl NID), per month	NA
NRC - 1st	NA
NRC - Add'l	NA

Unbundled Network Terminating Wire	
UNTW Pair, per pair, per month	$2.00
Site Visit Survey, per MDU/MTU Complex, NRC	$225.00
Site Visit Set-Up – Terminal Preparation, per terminal	
NRC - 1st terminal	$98.00
NRC – add'l terminal	$65.00
Access Terminal Provisioning & 1st 25 pair panel, per terminal, NRC	$110.00
Existing Access Terminal Provisioning, 2nd 25 pair panel, per terminal, NRC	$35.00
UNTW Pair Provisioning, per pair, NRC	$9.00
Service Visit for Provisioning, per request, per premises, NRC	$55.00
Manual Service Order, NRC	$45.00
Loop Concentration - Channelization Sys (Outside CO), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge–Manual Svc Order - 1st	NA
NRC - Incremental Charge–Manual Svc Order - Add'l	NA
NRC - Incremental Charge–Manual Svc Order - Disconnect	NA
Working Plug-In 2-Wire, NRC 1st	NA
Working Plug-In 2-Wire, NRC Add'l	NA
Loop Concentration - Remote Terminal Cabinet (Outside CO)	NA
Loop Concentration - Remote Channel Interface - 2-Wire VG (Outside CO), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge–Manual Service Order—1st	NA
NRC - Incremental Charge–Manual Service Order—Add'l	NA
NRC - Incremental Charge–Manual Service Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
Loop Channelization System (Inside C.O.)	
Loop Channelization Sys-Dig Loop Carrier per Mo. (DS1 to VG), per month	$493.00
NRC - 1st	$525.00
NRC - Add'l	$525.00
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge–Manual Svc Order - 1st	NA
NRC - Incremental Charge–Manual Svc Order - Add'l	NA
NRC - Incremental Charge–Manual Svc Order - Disconnect	NA
CO Channel Interface-2-Wire VG Per Circuit, Per Month	$1.46
NRC - 1st	$8.00
NRC - Add'l	$8.00
NRC - Incremental Charge–Manual Service Order—1st	NA
NRC - Incremental Charge–Manual Service Order—Add'l	NA
NRC - Incremental Charge–Manual Service Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
UNBUNDLED LOCAL EXCHANGE SWITCHING (PORTS)	
2-Wire Analog Line Port (Res., Bus.), per month	$1.90

NRC - 1st (all types)	BST GSST A4.3.1
NRC - Add'l (all types)	BST GSST A4.3.1
NRC - 1st (Residence)	NA
NRC - Add'l (Residence)	NA
NRC - 1st (Business)	NA
NRC - Add'l (Business)	NA
NRC - 1st (PBX)	NA
NRC - Add'l (PBX)	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order – Disconnect – 1st	NA
NRC - Incremental Charge--Manual Svc Order – Disconnect – Add'l	NA
2-Wire Analog Line Port (Res., Bus.) including all available features, per month	NA
NRC - 1st (all types)	NA
NRC - Add'l (all types)	NA
NRC - Disconnect Chg – 1st	NA
NRC - Disconnect Chg – Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC – Incremental Charge—Manual Svc Order – Disconnect – 1st	NA
NRC – Incremental Charge—Manual Svc Order – Disconnect – Add'l	NA
2-Wire Analog Line Port (Res., Bus.) including three available feature, per month	NA
NRC - 1st (all types)	NA
NRC - Add'l (all types)	NA
NRC - Disconnect Chg – 1st	NA
NRC - Disconnect Chg – Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - Disconnect	NA
4-Wire Analog VG Port, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - Disconnect	NA
2-Wire DID Port, per month	$12.68
NRC - 1st	BST GSST A4.3.1
NRC - Add'l	BST GSST A4.3.1
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - Disconnect	NA

4-Wire DS1 Port w/DID capability, per month	$120.00
NRC - 1st	To be Negotiated
NRC - Add'l	To be Negotiated
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - Disconnect	NA
2-Wire ISDN Port(2) (3), per month	$1.90
NRC - 1st	BST GSST A4.3.1
NRC - Add'l	BST GSST A4.3.1
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect 1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect Addl	NA
NRC - User Profile per B Channel (4)	NA
2-Wire ISDN Port(2) (3) including all available features, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
2-Wire ISDN Port(2) (3) including three available features, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
4-Wire ISDN DS1 Port, per month	$308.00
NRC - 1st	To be negotiated
NRC - Add'l	To be negotiated
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect 1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect Addl	NA
4-Wire ISDN DS1 Port including all available features, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
2-Wire Analog Line Port (PBX), per month	NA
NRC - 1st	NA
NRC - Add'l	NA

NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect – 1st	NA
NRC - Incremental Charge--Manual Svc Order – Disconnect – Add'l	NA
2-Wire Analog Line Port (PBX) including all available features, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
2-Wire Analog Line Port (PBX) including three available features, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
2-Wire Analog Hunting, per line per month	NA
NRC - 1st	NA
NRC - Add'l	NA
Coin Port, per month	$1.90
NRC - 1st	BST GSST A4.3.1
NRC - Add'l	BST GSST A4.3.1
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - Disconnect – 1st	NA
NRC - Incremental Charge--Manual Svc Order - Disconnect – Add'l	NA
Vertical Features	
Local Switching Features offered with Port, Per month	NA
Three-Way Calling, per month	NA
NRC	NA
NRC – Disconnect	NA
Customer Changeable Speed Calling, per month	NA
NRC	NA
NRC – Disconnect	NA
Call Waiting	NA
NRC	NA
NRC – Disconnect	NA
Remote Activation of Call Fordwarding, per month	NA
NRC	NA
NRC – Disconnect	NA
Cancel Call Waiting, per month	NA
NRC	NA
NRC – Disconnect	NA
Automatic Callback, per month	NA
NRC	NA
NRC – Disconnect	NA
Automatic Recall, per month	NA

NRC	NA
NRC – Disconnect	NA
Calling Number Delivery, per month	NA
NRC	NA
NRC – Disconnect	NA
Calling Number Delivery Blocking, per month	NA
NRC	NA
NRC – Disconnect	NA
Customer Originated Trace, per month	NA
NRC	NA
NRC – Disconnect	NA
Selective Call Rejection, per month	NA
NRC	NA
NRC – Disconnect	NA
Selective Call Forwarding, per month	NA
NRC	NA
NRC – Disconnect	NA
Selective Call Acceptance, per month	NA
NRC	NA
NRC – Disconnect	NA
Multiline Hunt Service (Rotary) Service per line, (in addition to port) , per month	NA
NRC	NA
NRC – Disconnect	NA
Call Forwarding Variable, per month	NA
NRC	NA
NRC – Disconnect	NA
Call Forwarding Busy Line, per month	NA
NRC	NA
NRC – Disconnect	NA
Call Forwarding Don't Answer All Calls, per month	NA
NRC	NA
NRC – Disconnect	NA
Remote Call Forwarding, per month	NA
NRC	NA
NRC – Disconnect	NA
Call Transfer, per month	NA
NRC	NA
NRC – Disconnect	NA
Call Hold, per month	NA
NRC	NA
NRC – Disconnect	NA
Toll Restricted Service, per month	NA
NRC	NA
NRC – Disconnect	NA
Message Waiting Indicator – Stutter Dial Tone, per month	NA
NRC	NA
NRC – Disconnect	NA
Anonymous Call Rejection, per month	NA
NRC	NA

NRC – Disconnect	NA
Shared Call Appearances of a DN, per month	NA
NRC	NA
NRC – Disconnect	NA
Multiple Call Appearances, per month	NA
NRC	NA
NRC – Disconnect	NA
ISDN Bridged Call Exclusion, per month	NA
NRC	NA
NRC – Disconnect	NA
Call by Call Access, per month	NA
NRC	NA
NRC – Disconnect	NA
Privacy Release, per month	NA
NRC	NA
NRC – Disconnect	NA
Multi Appearance Directory Number Calls, per month	NA
NRC	NA
NRC – Disconnect	NA
Make Set Busy, per month	NA
NRC	NA
NRC – Disconnect	NA
Teen Service (Res. Dist. Alerting Service), per month	NA
NRC	NA
NRC – Disconnect	NA
Code Restriction and Diversion, per month	NA
NRC	NA
NRC – Disconnect	NA
Call Park, per month	NA
NRC	NA
NRC – Disconnect	NA
Automatic Line, per month	NA
NRC	NA
NRC – Disconnect	NA
ISDN Message Waiting Indication-Lamp, per month	NA
NRC	NA
NRC – Disconnect	NA
ISDN Feature Function Buttons	NA
NRC	NA
NRC – Disconnect	NA
Subsequent Ordering Charge – (per order, per line)	NA
NRC - Electronic - 1st	NA
NRC – Electronic – Add'l	NA
NRC – Manual – 1st	NA
NRC – Manual – Add'l	NA
NRC – Disconnect	NA
Unbundled End Office Switching (Port Usage)	
End Office Switching Function, per mou	$.0019
End Office Switching Function, add'l mou (5)	NA
End Office Interoffice Trunk Port—Shared, per mou	NA

NRC - Incremental Charge—Manual Svc Order - Add'l	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect--1st	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect--Addl	NA
Unbundled Exchange Access IOC	
0-8 Miles, Fixed per month	$27.00
Per mile per month	$1.90
NRC - 1st	$96.00
NRC - Add'l	$96.00
9-25 Miles, Fixed per month	$27.00
Per mile per month	$1.90
NRC - 1st	$96.00
NRC - Add'l	$96.00
Over 25 Miles, Fixed per month	$27.00
Per mile per month	$1.90
NRC - 1st	$96.00
NRC - Add'l	$96.00
Local Channel - Dedicated	
Local Channel - Dedicated - 2-Wire VG	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect	NA
Local Channel - Dedicated - 4-Wire VG	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect	NA
Local Channel - Dedicated - DS1	$133.81
NRC - 1st	$868.97
NRC - Add'l	$486.83
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect	NA
Local Channel - Dedicated – DS3	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order- 1st	NA
NRC - Incremental Charge—Manual Svc Order – Add'l	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect – 1st	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect – Add'l	NA
VIRTUAL COLLOCATION	

Virtual Collocation	BST Tariff Rates
Virtual Collocation - NRC – Application Chg	NA
Virtual Collocation – Cable Installation Chg, per cable	NA
Virtual Collocation – Floor Space, per square feet	NA
Virtual Collocation – Floor Space Power, per ampere	NA
Virtual Collocation – Cable Support Structure, per entrance cable	NA
Virtual Collocation – 2-Wire Cross Connects	NA
NRC – 1st	NA
NRC – Add'l	NA
NRC – Disconnect Chg – 1st	NA
NRC – Disconnect Chg – Add'l	NA
NRC – Incremental Charge – Manual Svc Order – 1st	NA
NRC – Incremental Charge – Manual Svc Order – Add'l	NA
NRC – Incremental Charge – Manual Svc Order – Disconnect - 1st	NA
NRC – Incremental Charge – Manual Svc Order – Disconnect - Add'l	NA
Virtual Collocation – 4-Wire Cross Connects	NA
NRC – 1st	NA
NRC – Add'l	NA
NRC – Disconnect Chg – 1st	NA
NRC – Disconnect Chg – Add'l	NA
NRC – Incremental Charge – Manual Svc Order – 1st	NA
NRC – Incremental Charge – Manual Svc Order – Add'l	NA
NRC – Incremental Charge – Manual Svc Order – Disconnect - 1st	NA
NRC – Incremental Charge – Manual Svc Order – Disconnect - Add'l	NA
Virtual Collocation – DS1 Cross Connects	NA
NRC – 1st	NA
NRC – Add'l	NA
Virtual Collocation – DS3 Cross Connects	NA
NRC – 1st	NA
NRC – Add'l	NA
Virtual Collocation – Security Escort – basic, per ½ hour	
NRC – 1st	NA
NRC – Add'l	NA
Virtual Collocation – Security Escort – overtime, per ½ hour	
NRC – 1st	NA
NRC – Add'l	NA
Virtual Collocation – Security Escort – premium, per ½ hour	
NRC – 1st	NA
NRC – Add'l	NA
[redacted]	
End Office Switching, per mou	$0.0019
Tandem Switching, per mou	$0.000676
Tandem Switching (assumes 5 miles of transport per mou)	NA
Transport	UNE prices for shared/ common and dedicated transport

	apply as appropriate
All terms and conditions, as well as charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and CLEC-1 shall be as set forth in Section E.6 of the appropriate BellSouth intrastate access tariff.	BST State Access Tariff Rates
Tandem Switch + Transport	NA
Combined Tandem Switch Interconnection	NA
Multi-tandem Interconnection	NA
DARK FIBER:	
Per each four-fiber dry fiber arrangement, NRC 1st	$1,808.19
Per each four-fiber dry fiber arrangement, NRC Add'l	$922.95
Per each fiber strand per route mile or fraction thereof, per month	$241.00
Per four fiber strands, per route mile or fraction thereof, per month	NA
NRC – Diconnect – 1st	NA
NRC – Diconnect – Add'l	NA
Per four fiber strands, per route foot or fraction thereof, per month	NA
Notes: If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the parties upon request by either party. (1) In states where a specific NRC for customer transfer, feature additions and changes is not stated, the applicable NRC from the appropriate tariff applies. (2) Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports. (3) Access to B Channel or D Channel Packet capabilities will be avail- able only through Bona Fide Request/Bona Fide Request/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/Bona Fide Request/New Business Request Process. (4) This rate element is for those states which have a specific rate for User Profile per B Channel. (5) This rate element is for use in those states with a different rate for additional minutes of use. (6) This rate element is for those states w/o separate rates for 800 calls with 800 No. Delivery vs. POTS No. Delivery and calls with Optional Complex Features vs. w/o Optional Complex Features. (7) This charge is only applicable where signaling usage measurement or billing capability does not exist. (8) Rates for access to Poles, Ducts, Conduits and Rights-of-Way are negotiated with BellSouth's Competitive Structure Provisioning Center. (9) Prices for AIN to be determined upon development of mediation device. (10) Price for Line Class Codes for Selective Routing shall be determined by the TRA.	

Exhibit 2
to the Fourth Amendment
of the e.spire
Interconnection Agreement

TABLE OF CONTENTS

The rates, terms and conditions contained within this Attachment were negotiated as a whole and each rate, term and condition within the Attachment is interdependent upon the other rates, terms and conditions.

* These reports are subject to change due to regulatory requirements and/or to correct errors, etc.

Exhibit 2
to the Fourth Amendment
of the e.spire
Interconnection Agreement

PRE-ORDERING AND ORDERING OSS

Function:	Average Response Interval for Pre-Ordering and Ordering Legacy 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, product and feature availability, and the validity of the street address. Typically, this type of information is gathered from the supporting OSS's while the customer (or potential customer) is on the telephone with the customer service agent. This information may be gathered via stand-alone pre-order inquiries or as part of the ordering function. Pre-ordering/ordering activities are the first contact that a customer may have with a CLEC. This measure is designed to monitor the time required for the CLEC interface systems to obtain from legacy systems the pre-ordering/ordering information necessary to establish and modify service. This measurement also captures the availability percentages for the BST systems that the CLEC uses during pre-ordering and ordering. Comparison to BST results allow conclusions as to whether an equal opportunity exists for the CLEC to deliver a comparable customer experience.
Measurement Methodology:	**1. Average OSS Response Interval = Sum [(Date & Time of Legacy Response) - (Date & Time of Request to Legacy)]/(Number of Legacy Requests During the Reporting Period)** The response interval for retrieving pre-order/order information from a given legacy is determined by summing the response times for all requests (contracts) submitted to the legacy during the reporting period and then dividing by the total number of legacy requests for the reporting period. The response interval starts when the client application (LENS for CLECs; RNS for BST) submits a request to the legacy system and ends when the appropriate response is returned to the client application. The number of legacy accesses during the reporting period that take less than 2.3 seconds and the number that take more than 6 seconds are also captured. **Definition:** Average response time for accessing legacy data associated with appointment scheduling, service & feature availability, address verification, request for Telephone Numbers (TNs), and Customer Service Records (CSRs). **2. OSS Interface Availability = (Actual Availability)/(Scheduled Availability) X 100** **Definition:** Percent of time OSS interface is actually available compared to scheduled availability. Availability percentages for CLEC interface systems and for all legacy systems accessed by them are captured.

PRE-ORDERING AND ORDERING OSS

Reporting Dimensions:	Excluded Situations:
• Not CLEC specific. • Not product/service specific. • Regional Level	• None
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • Legacy contract type (per reporting dimension) • Response interval • Regional Scope	• Report Month • Legacy contract type (per reporting dimension) • Response interval • Regional Scope

LEGACY SYSTEM ACCESS TIMES FOR RNS

System	Contract	Data	< 2.3 sec	> 6 sec	Avg. Sec	# of Calls
RSAG	RSAGTEN	Address	x	x	x	x
RSAG	RSAGADDR	Address	x	x	x	x
ATLAS	ATLASTN	TN	x	x	x	x
DSAP	DSAPDDI	Schedule	x	x	x	x
CRIS	CRSACCTS	CSR	x	x	x	x
OASIS	OASISNET	Feature/Svc	x	x	x	x
OASIS	OASISBSN	Feature/Svc	x	x	x	x
OASIS	OASISCAR	Feature/Svc	x	x	x	x
OASIS	OASISLPC	Feature/Svc	x	x	x	x
OASIS	OASISMTN	Feature/Svc	x	x	x	x
OASIS	OASISOCP	Feature/Svc	x	x	x	x

LEGACY SYSTEM ACCESS TIMES FOR LENS

System	Contract	Data	< 2.3 sec	> 6 sec	Avg. Sec	# of Calls
RSAG	RSAGTEN	Address	x	x	x	x
RSAG	RSAGADDR	Address	x	x	x	x
ATLAS	ATLASTN	TN	x	x	x	x
DSAP	DSAPDDI	Schedule	x	x	x	x
HAL	HALCRIS	CSR	x	x	x	x
COFFI	COFIUSOC	Feature/Svc	x	x	x	x
P/SIMS	PSIMSORB	Feature/Svc	x	x	x	x

Exhibit 2
to the Fourth Amendment
of the e.spire
Interconnection Agreement

PRE-ORDERING AND ORDERING OSS

OSS Interface Availability

OSS Interface	% Availability
LENS	x
LEO Mainframe	x
LEO UNIX	x
LESOG	x
EDI	x
HAL	x
BOCRIS	x
ATLAS/COFFI	x
RSAG/DSAP	x
SOCS	x

Exhibit 2
to the Fourth Amendment
of the e.spire
Interconnection Agreement

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 applicable BST results, 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.
Measurement Methodology:	**1. Percent Flow-through Service Requests = ∑ (Total Number of valid Service Requests that flow-through to the BST OSS) / (Total Number of valid Service Requests delivered to BST OSS) X 100.** **Definition:** Percent Flow-through Service Requests measures the percentage of orders submitted electronically that utilize BSTs' OSS without manual (human) intervention. **Methodology:** • Mechanized tracking for flow-through service requests and manual SOER error audit reports (3/31/98). Mechanized tracking for SOER errors and flow-through (4/30/98). • BST mechanized order tracking. **2. Percent Rejected Service Requests = ∑ (Total Number of Rejected Service Requests) / (Total Number of Service Requests Received) X 100.** **Definition:** 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 • BST retail report not applicable. **3. Reject Interval = ∑ [(Date and Time of Service Request Rejection) - (Date and Time of Service Request Receipt)] / (Number of Service Requests Rejected in Reporting Period). Requests are provided based on four (4) hour increments within a 24 hour period, along with the percent greater than 24 hours.** **Definition:** Reject Interval is the average reject time from receipt of service order request to distribution of rejection. **Methodology:** • Non-Mechanized Results are based on actual data from all orders. • Mechanized Results are based on actual data for all orders from the OSS. • BST retail report not applicable.

ORDERING

Measurement Methodology:	**4. Firm Order Confirmation Timeliness = ∑ [(Date and Time of Firm Order Confirmation) - (Date and Time of Service Request Receipt)] / (Number of Service Requests Confirmed in Reporting Period)** **Definition:** 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. Results are provided based on four (4) hour increments within a 24 hour period, along with the percent greater than 24 hours. **Methodology:** • Non-Mechanized Results are based on actual data from all orders. • Mechanized Results are based on actual data for all orders from the OSS. • BST retail report not applicable. **5. Speed of Answer in Ordering Center = ∑ (Total time in seconds to reach LCSC) / (Total # of Calls) in Reporting Period.** **Definition:** 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. • Mechanized tracking through BST retail center support systems.

ORDERING

Reporting Dimensions:	**Excluded Situations:**
• CLEC Specific • CLEC Aggregate • BST Aggregate (Where Applicable) • State, Region and further geographic dissagregation as required by State Commission Order. • ≤ 10 and ≥ 10 Circuit Categories not available in a pre completion order mode. • Resale Res and Bus reporting categories require adherence to OBF standards. • "Other" category reflects service requests which do not have service class code populated. • Dispatch, No Dispatch ≤ 10 and ≥ 10 Circuit Categories not available in a pre completion order mode.	• Firm Order Confirmation Interval: Invalid Service Requests, and orders received outside of normal business hours • Percent Flow-through Service Requests: Rejected Service Requests • % Rejected Service Requests: Service Requests canceled by the CLEC • Supplements on Manual Orders
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST 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 • State, Region and further geographic dissagregation as required by State Commission Order.	• 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 • State, Region and further geographic dissagregation as required by State Commission Order.

PROVISIONING

Function:	Average Completion Interval and Order Completion Interval Distribution
Measurement Overview:	The "average completion interval" measure monitors the time required by BST to deliver integrated and operable service components requested by the CLEC, regardless of whether resale services 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 "order completion interval distribution" 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 Issue 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 BST issues a FOC or SOCs date time stamp receipt of a order from the CLEC to BST's actual order completion date. 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, the total numbers of orders completed within the reporting interval and the interval between the issue date of each order and the completion date. For each reporting dimension, the resulting count of orders completed for each specified time period following the issue date is divided by the total number of orders completed with the resulting fraction expressed as a percentage. D&F orders are excluded from this measurement. BellSouth does not have established intervals for these orders. The customer chooses their disconnect date including 0 day disconnect. **Definition:** Average time from issue date of service order to actual order completion date. **Methodology:** • Mechanized metric from ordering system.

PROVISIONING

Reporting Dimensions:	Excluded Situations:

• CLEC Specific
• CLEC Aggregate
• BST Aggregate
• State, Region and further geographic dissagregation as required by State Commission Order.
• ISDN Orders included in Non Design - GA Only
• Dispatch/No Dispatch categories are not applicable to trunks.
• Product Reporting Levels
  • Interconnection Trunks
  • Resale – Residence
  • Resale – Business
  • Resale – Design
  • UNE Design
  • UNE Non Design
	• Canceled Service Orders
	• Initial Order when supplemented by CLEC
	• Order Activities of BST associated with internal or administrative use of local services
	• D & F orders

Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • CLEC Order Number • Order Submission Date • Order Submission Time • Order Completion Date • Order Completion Time • Service Type • Activity Type • State, Region and further geographic dissagregation as required by State Commission Order	• Report Month • Average Order Completion Interval • Order Completion by Interval • Service Type • Activity Type • State, Region and further geographic dissagregation as required by State Commission Order

PROVISIONING

Function:	Held Order Interval Distribution and Mean Interval
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 delayed orders.
Measurement Methodology:	**1. Mean Held Order Interval = $\sum$ (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. *Held orders due to end-user reasons are included and identified in this report.* 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, unless otherwise noted, 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. **2. Held Order Distribution Intervals** (# 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 reflect 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, unless otherwise noted as an exclusion. The total number of pending and past due orders are counted (as was done for the held order interval) and divided into the count of orders held past 90 or 15 days. **Definition:** Average time orders continue in a "non-complete" state for an extended period of time. **Methodology:** • Mechanized metric from ordering system.

PROVISIONING

Reporting Dimensions:	**Excluded Situations:**

• CLEC Specific
• CLEC Aggregate
• BST Aggregate
• State, Region and further geographic dissagregation as required by State Commission Order
• Product Reporting Levels
  • Interconnection Trunks
  • Resale – Residence
  • Resale – Business
  • Resale – Design
  • UNE Design
  • UNE Non Design
	• Any order canceled by the CLEC will be excluded from this measurement.
	• Order Activities of BST associated with internal or administrative use of local services.

Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • CLEC Order Number • Order Submission Date • Committed Due Date • Service Type • Hold Reason • State, Region and further geographic dissagregation as required by State Commission Order	• Report Month • Average Held Order Interval • Standard Error for the Average Held Order Interval • Service Type • Hold Reason • State, Region and further geographic dissagregation as required by State Commission Order

PROVISIONING

Function:	**Average Jeopardy Notice Interval & Percentage of Orders Given Jeopardy Notice.**
Measurement Overview:	When BST can determine in advance that a committed due date is in jeopardy it will provide advance notice to the CLEC. There is no equivalent BST analog for Average Jeopardy & Percent Orders Given Jeopardy Notices.
Measurement Methodology:	**3a. Average Jeopardy Interval = [∑ (Date and Time of Scheduled Due Date on Service Order) - (Date and Time of Jeopardy Notice)]/[Number of Orders in Jeopardy in Reporting Period).** **3b. Numbers of Orders Given Jeopardy Notices in Reporting Period/Number of Orders Completed in Reporting Period.**

Reporting Dimensions:	**Excluded Situations:**

• CLEC Specific
• CLEC Aggregate
• State, Region and further geographic dissagregation as required by State Commission Order
• Product Reporting Levels
  • Interconnection Trunks
  • Resale – Residence
  • Resale – Business
  • Resale – Design
  • UNE
	• Any order canceled by the CLEC will be excluded from this measurement
	• Orders held for CLEC end user reasons

Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • CLEC Order Number • Date and Time Jeopardy Notice sent • Committed Due Date • Service Type	• No BST Analog Exists

PROVISIONING

Function:	Installation Timeliness, Quality & Accuracy
Measurement Overview:	The "percent missed installation appointments" 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 as compared to BST. Percent Provisioning Troubles within 30 days of Installation measures the quality and accuracy of installation activities.
Measurement Methodology:	**4. 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 BST is unable to complete the service orders on the committed due dates. *Missed Appointments caused by end-user reasons will be included and reported separately.* **Definition:** Percent of orders where completion's are not done by due date. See "Exclude Situations" for orders not included in this measurement **Methodology:** • Mechanized metric from ordering system **5. % Provisioning Troubles within 30 days of Service Order Activity = ∑ (Trouble reports on all completed orders ≤ 30 days following service order(s) completion) / (All Service Orders in a calendar month) X 100** **Definition:** Measures the quality and accuracy of completed orders **Methodology:** • Mechanized metric from ordering and maintenance systems.

Exhibit 2
to the Fourth Amendment
of the e.spire
Interconnection Agreement

PROVISIONING

Reporting Dimensions:	Excluded Situations:

• CLEC Specific
• CLEC Aggregate
• BST Aggregate
• State, Region and further geographic dissagregation as required by State Commission Order
• Reporting Levels
  • Interconnection Trunks
  • Resale – Residence
  • Resale – Business
  • Resale – Design
  • UNE Design
  • UNE Non Design
	• Orders canceled by the CLEC
	• Order Activities of BST associated with internal or administrative use of local services.

Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • CLEC Order Number • Order Submission Date • Order Submission Time • Status Type • Status Notice Date • Status Notice Time • Standard Order Activity • State, Region,and further geographic dissagregation as required by State Commission Order	• Report Month • BST Order Number • Order Submission Date • Order Submission Time • Status Type • Status Notice Date • Status Notice Time • Standard Order Activity • State, Region,and further geographic dissagregation as required by State Commission Order

PROVISIONING

Function:	Coordinated Customer Conversions
Measurement Overview:	This category measures the average time it takes BST to disconnect an unbundled loop from the BST switch and cross connect it to a CLEC's equipment. This measurement only applies to service orders with and without LNP, with and without INP and where the CLEC has requested BST to provide a coordinated cut-over.
Measurement Methodology:	**6. Average Coordinated Customer Conversion Interval = [∑ [(Completion Date and Time for Cross Connection of an Unbundled Loop)- Disconnection Date and Time of an Unbundled Loop)]] / Total Number of Unbundled Loop Orders for the reporting period.**

Reporting Dimensions:	Excluded Situations:

• CLEC Specific
• CLEC Aggregate
• State, Region and further geographic dissagregation as required by State Commission Order
• Reporting Levels
  • Interconnection Trunks
  • Resale – Residence
  • Resale – Business
  • Resale – Design
  • UNE Design
  • UNE Non Design
	• Any order canceled by the CLEC will be excluded from this measurement.
	• Delays due to CLEC following disconnection of the unbundled loop
	• Any order where the CLEC has not requested a coordinated cut over
	• Unbundled Loops where there is no existing subscriber loop

Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • CLEC Order Number • Committed Due Date • Service Type • Cutover Start Time • Cutover Completion time • Portability start and completion times (INP orders)	• No BST Analog Exists

Coordinated Customer Conversions

	Average Interval
UNE Loops without LNP	X
UNE Loops with LNP	X
UNE Loops without INP	X
UNE Loops with INP	X

PROVISIONING

Function:	Average Completion Notice Interval
Measurement Overview:	The receipt of a completion notice by the CLEC from BST informs the carrier that their formal relationship with a customer has begun. This is useful to the CLEC in that it lets them know that they can begin with activities such as billing the customer for service.
Measurement Methodology:	7. **Average Completion Notice Interval = Σ[(Date & Time of Notice of Completion) - (Date & Time of Work Completion)] / (Number of Orders Completed in Reporting Period)** **Definition:** The Completion Notice Interval is the elapsed time between the BST reported completion of work and the issuance of a valid completion notice to the CLEC. There is no equivalent BST Retail Measurement.

Reporting Dimensions:	Excluded Situations:
• Under Development	• Under Development
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Under Development	• N/A

MAINTENANCE & REPAIR

Function:	OSS Response Interval
Measurement Overview:	This measure is designed to monitor the time required for the CLEC interface system to obtain from BST's legacy systems the information required to handle maintenance and repair functions. This measure also addresses the availability of the OSS interface for repair and maintenance.
Measurement Methodology:	1. **OSS Interface Availability = (Actual Availability)/(Scheduled Availability) X 100** **Definition:** This measure shows the percentage of time the OSS interface is actually available compared to scheduled availability. Availability percentages for the CLEC and BST interface systems and for legacy systems accessed by them are captured. **Methodology:** Mechanized reports from OSSs. 2. **OSS Response Interval = Access Times in Increments of Less Than or Equal to 4 Seconds, Greater Than 4 Seconds but Less Than or Equal to 10 Seconds, Less Than or Equal to 10 Seconds, Greater Than 10 Seconds, or Greater Than 30 Seconds.** **Definition:** Response intervals are determined by subtracting the time a request is submitted from the time the response is received. Percentages of requests falling into the categories listed above are reported, along with the actual number of requests falling into those categories. This measure provides a method to compare BST and CLEC response times for accessing the legacy data needed for maintenance & repair functions. **Methodology:** Mechanized reports from OSSs.

Function:	Average Answer Time - Repair Centers
Measurement Overview:	This measure s monitors that BSTs handling of support center calls from CLECs are comparable with support center calls by BST's retail customers.
Measurement Methodology:	1. **Average Answer Time for BST's Repair Centers = (Total time in seconds for BST's Repair Centers response) / (Total number of calls) by reporting period** **Definition:** This measure demonstrates an average response time for the CLEC to contact a BST representative **Methodology:** Mechanized report from Repair Centers Automatic Call Distributors.

MAINTENANCE & REPAIR

Function:	Missed Repair Appointments
Measurement Overview:	When the data for this measure is collected for BST and a CLEC it can be used to compare the percentage of accurate estimates of the time required to complete service repairs for BST and the CLEC.
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.** **Definition:** Percent of trouble reports not cleared by date and time committed. Note: Appointment intervals vary with force availability in the POTS environment. Specials and Trunk intervals are standard interval appointments of no greater than 24 hours. **Methodology:** Mechanized metric from maintenance database(s).

Reporting Dimensions:	Excluded Situations:

• CLEC Specific
• CLEC Aggregate
• BST Aggregate
• State, Region and further geographic dissagregation as required by State Commission Order
• Product Reporting Levels
  • Interconnection Trunks
  • Resale – Residence
  • Resale – Business
  • Resale – Design
  • UNE Design
  • UNE Non Design
	• Trouble tickets canceled at the CLEC request
	• BST trouble reports associated with internal or administrative service

Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • CLEC Ticket Number • Ticket Submission Date • Ticket Submission Time • Ticket Completion Time • Ticket Completion Date • Service Type • Disposition and Cause (Non-Design/Non-Special only) • State, Region and further geographic dissagregation as required by State Commission Order	• Report Month • BST Ticket Number • Ticket Submission Date • Ticket Submission Time • Ticket Completion Time • Ticket Completion Date • Service Type • Disposition and Cause (Non-Design/Non-Special only) • State, Region and further geographic dissagregation as required by State Commission Order

MAINTENANCE & REPAIR

Function:	Customer Trouble Report Rate
Measurement Overview:	This measure can be used to establish the frequency (rate) of customer trouble reports and employed to compare CLEC with BST results.
Measurement Methodology:	**1. Customer Trouble Report Rate = (Count of Initial and 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.** The Customer Trouble Report Rate is computed by accumulating the number of maintenance initial and repeated trouble reports during the reporting period. The resulting number of trouble reports are divided by the total number of "service access lines" existing for CLECs and BST respectively at the end of the report period. **Definition:** Initial and repeated customer direct or referred troubles reported within a calendar month (Where cause is not in carrier equipment) per 100 lines/circuits in service. **Methodology:** Mechanized metric for trouble reports and lines in service.

Reporting Dimensions:	Excluded Situations:

• CLEC Specific
• CLEC Aggregate
• BST Aggregate
• State, Region and further geographic dissagregation as required by State Commission Order
• Product Reporting Levels
  • Interconnection Trunks
  • Resale – Residence
  • Resale – Business
  • Resale – Design
  • UNE Design
  • UNE Non Design
	• Trouble tickets canceled at the CLEC request
	• BST trouble reports associated with administrative service

Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • CLEC Ticket Number • Ticket Submission Date • Ticket Submission Time • Ticket Completion Time • Ticket Completion Date • Service Type • Disposition and Cause (Non-Design/Non-Special only) • State, Region and further geographic dissagregation as required by State Commission Order • # Service Access Lines in Service at end of period	• Report Month • BST Ticket Number • Ticket Submission Date • Ticket Submission Time • Ticket Completion Time • Ticket Completion Date • Service Type • Disposition and Cause (Non-Design/Non-Special only) • State, Region and further geographic dissagregation as required by State Commission Order • # Service Access Lines in Service at end of period

MAINTENANCE & REPAIR

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. Maintenance Average Duration = (Total Duration Time from the Receipt to the Clearing of Trouble Reports) / (Total Closed Troubles) in reporting period** **4. Percent Repeat Troubles within 30 Days = (Total Repeated Trouble Reports within 30 Days) / (Total Closed Troubles) in reporting period X 100** **5. Out of Service (OOS) > 24 Hours = (Total Troubles OOS > 24 Hours) / (Total OOS Troubles) X 100** **Definition:** 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 the receipt of a trouble until the trouble is cleared. **Methodology:** Mechanized metric from maintenance database(s).

Reporting Dimensions:	Excluded Situations:

• CLEC Specific
• CLEC Aggregate
• BST Aggregate
• State, Region and further geographic dissagregation as required by State Commission Order
• Reporting Levels
  ◦ Interconnection Trunks
  ◦ Resale – Residence
  ◦ Resale – Business
  ◦ Resale – Design
  ◦ UNE Design
  ◦ UNE Non Design
	• Trouble reports canceled at the CLEC request
	• BST trouble reports associated with administrative service

Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST 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 • Disposition and Cause (Non-Design/Non-Special only) • State, Region and further geographic dissagregation	• 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 (Non-Design/Non-Special only) • State, Region and further geographic

as required by State Commission Order	dissagregation as required by State Commission Order

BILLING

Function:	**Invoice Accuracy & Timeliness**
Measurement Overview:	The accuracy of billing 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 = [(Total Billed Revenues during current month) - (/Total Adjustment Revenues during current month/) / Total Billed Revenues during current month] x 100** This measure provides the percentage accuracy of the billing invoices for a CLEC by dividing the difference between the total billed revenue and total adjustment revenues by the total billed revenues during the current month. **2. Mean Time to Deliver Invoices = Σ[(Invoice Transmission Date) - (Date of Scheduled Bill Close)] / (Count of Invoices Transmitted in Reporting Period)** This measure provides the mean interval for billing invoices. CRIS-based invoices should be released for delivery within six (6) workdays, and CABS-based invoices should be released for delivery within eight (8) calendar days. **Objective:** Measures the percentage of accuracy and mean interval for timeliness of billing records delivered to CLECs in an agreed upon format.

Reporting Dimensions:	**Excluded Situations:**
• CLEC Specific • CLEC Aggregate • BST Aggregate	• Any invoices rejected due to formatting or content errors • Adjustments not related to billing errors (e.g., credits for service outage)
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**

• Report Monthly
• Invoice Type
  ■ Resale
  ■ Unbundled Element Invoices (UNE)
  ■ Interconnection
	• Report Monthly
	• Retail Type
	  ■ CRIS
	  ■ CABS

BILLING

Function:	Usage Data Delivery Accuracy, Timeliness & Completeness
Measurement Overview:	The accuracy of usage records 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. **Usage Data Delivery Accuracy = (Total number of usage data packs sent during current month) - (Total number of usage data packs requiring retransmission during current month) / Total number of usage data packs sent during current month** This measurement captures the percentage of recorded usage and recorded usage data packets transmitted error free and in an agreed upon format to the appropriate CLEC, as well as a parity measurement against BST Data Packet Transmission. 2. **Usage Data Delivery Completeness = (Total number of Recorded usage records delivered during the current month that are within thirty (30) days of the message(usage record) create date) / (Total number of Recorded usage records delivered during the current month)** This measurement provides percentage of recorded usage data (BellSouth recorded and usage recorded by other carriers) processed and transmitted to the CLEC within thirty (30) days of the message (usage record) create date. A parity measure is also provided showing completeness of BST messages processed and transmitted via CMDS. 3. **Usage Data Delivery Timeliness = (Total number of usage records sent within six(6) calendar days from initial recording/receipt) / (Total number of usage records sent)** This measurement provides percentage of recorded usage data(BellSouth recorded and usage recorded by other carriers) delivered to the appropriate CLEC within six (6) calendar days from initial recording. A parity measure is also provided showing timeliness of BST messages processed and transmitted via CMDS. **Objective:** The purpose of these measurements is to demonstrate the level of quality and timeliness of processing and transmission of both types of usage data (BellSouth recorded and usage recorded by other carriers) to the appropriate CLEC. **Methodology:** The usage data will be mechanically transmitted or mailed to the CLEC data processing center once daily. Method of delivery is at the option of the CLEC. Timeliness and completeness measures are reported on the same report.

Reporting Dimensions:	Excluded Situations:
• CLEC Aggregate • CLEC Specific • BST Aggregate	• None
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**

• Report Month
• Record Type
  ■ BellSouth Recorded
  ■ Non-BellSouth Recorded
	• Report Monthly
	• Record Type

OPERATOR SERVICES: TOLL ASSISTANCE AND DIRECTORY ASSISTANCE (Toll, DA)

Function:	Speed to Answer Performance
Measurement Overview:	The speed of answer delivered to CLEC retail customers, when BST provides Operator Services with Toll Assisted Calls or Directory Assistance on behalf of the CLEC, must be substantially the same as the speed of answer that BST delivers to its own retail customers, for equivalent local services. The same facilities and operators are used to handle BST and CLEC customer calls, as well as inbound call queues that will not differentiate between BST & CLEC service.
Measurement Methodology:	**1. Average Speed to Answer (Toll) =** Σ (Total Call Waiting Seconds) / (Total Calls Served) **2. Percent Answered within "X" Seconds (Toll) =** Derived by converting the Average Speed to Answer (Toll) using BellCore Statistical Answer Conversion Tables, to arrive at a percent of calls answered in less than thirty seconds. **3. Average Speed to Answer (DA) =** Σ (Total Call Waiting Seconds) / (Total Calls Served) **4. Percent Answered within "X" Seconds (DA) =** Derived by converting the Average Speed to Answer (DA) using BellCore Statistical Answer Conversion Tables, to arrive at a percent of calls answered in less than twenty seconds. **Definition:** Measurement of the average time in seconds calls wait before answer by a Toll or DA operator and the percent of Toll or DA calls that are answered in less than a predetermined time frame. **Methodology:** The Average Speed to Answer for Toll and DA is provided today from monthly system measurement reports, taken from the centralized call routing switches. The "Total Call Waiting Seconds" is a sub-component of this measure, which BellSouth systems calculate by monitoring the total number of calls in queue throughout the day multiplied by the time (in seconds) between monitoring events. The "Total Calls Served" is the other sub-component of this measure, which BellSouth systems record as the total number of calls handled by Operator Services Toll or DA centers. The Percent Answered within thirty and twenty seconds measurement for Toll and DA is derived by using the BellCore Statistical Answer Conversion Tables, to convert the Average Speed to Answer measure into a percent of calls answered within thirty/twenty seconds. The BellCore Conversion Tables are specific to the defined parameters of work time, # of operators, max queue size and call abandonment rates. Current BellSouth call center switch technology and business operations do not provide mechanized measurements differentiating between human versus machine call answer processing methods.

OPERATOR SERVICES: TOLL ASSISTANCE AND DIRECTORY ASSISTANCE (Toll, DA)

Reporting Dimensions:	**Excluded Situations:**
• Toll Assistance (Toll) in Aggregate • Directory Assistance (DA) in Aggregate • State	• Calls abandoned by customers prior to answer by the BST Toll or DA operator
Data Retained (On Aggregate Basis):	
• Month • Call Type (Toll or DA) • Average Speed of Answer	

Exhibit 2
to the Fourth Amendment
of the e.spire
Interconnection Agreement

E911

Function:	Timeliness and Accuracy
Measurement Overview:	• BellSouth's goal is to maintain 100% accuracy in the E911 database for all its CLEC resale and retail customers by correctly processing all orders for E911 database updates. The E911 database update process ensures that the CLECs' updates are handled in parity with BST's updates. BST uses Network Data Mover (NDM) to transmit both CLEC resale and BST retail E911 updates to SCC (third party E911 database vendor) once per day for the entire region. No processing distinctions are made between CLEC records and BST records. SCC's goal is to process these updates within 24 hours. • CLECs ordering unbundled switching and facilities-based CLEC E911 providers are responsible for the accuracy of their data that is input into the E911 database. Facilities-based CLEC record updates are transmitted by the CLEC directly to SCC without any BST involvement and are not included in the monthly SQM reports. • When BST retail or resale records experience errors in SCC's system, the errors are handled by either BST or SCC and processed within 24 hours. • BellSouth in conjunction with SCC provides accuracy and timeliness measurements for BST and its CLEC resale customers.
Measurement Methodology:	**1. E911 Timeliness = [(Number of Record Updates) / (Number of Submitted Record Updates)] X 100** **Definition:** Measures the percentage of E911 database updates processed within a 24-hour period. Based upon completed service order activity within the 24 hour period, one batch per end office is transmitted daily by BST to SCC. **Methodology:** Mechanized metric from SCC's E911 database. **2. E911 Accuracy = [(Number of Record Updates with No Initial Errors) / (Total Number of Record Updates)] X 100** **Definition:** Measures the percentage of E911 database updates processed by SCC with no initial errors. **Methodology:** Mechanized metric from SCC's 911 database. **3. E911 Mean Interval = E911 Mean Interval = Sum [(Date and Time of E911 Service Request Completion) - (Date and Time of E911 Service Request Acknowledgement)] / (Number of Service Requests Completed in Reporting Period)** **Definition:** Measures the mean interval of E911 database updates. **Methodology:** Mechanized metric from SCC's E911 database.

E911

Reporting Dimensions:	**Excluded Situations:**
• BST Aggregate (Includes CLEC resale customers) • State,Region and further geographic dissagregation as required by State Commission Order	• Any order canceled by the CLEC. • Order Activities of BST associated with internal or administrative use of local services • Facilities-based CLEC Orders.
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • CLEC Order Number • Order Submission Date • Order Submission Time • Error Type • Error Notice Date • Error Notice Time • Standard Order Activity • State, Region and further geographic dissagregation as required by State Commission Order	• Report Month • Error Type • Average number of error • Standard Order Activity • State,Region and further geographic dissagregation as required by State Commission Order

TRUNK GROUP PERFORMANCE

Function:	Interconnection Trunk Performance
Measurement Overview:	In order to ensure quality service to the CLECs as well as protect 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. **Trunk Group Service Summary: Contains the service performance results of all final trunk groups (both BST administered trunk groups and CLEC administered trunk groups) between Point of Termination (POT) and BST tandems or end offices, by region, by CLEC, CLEC Aggregate, and BST aggregate.** Specifically measures the total number of trunk groups, number of trunk groups measured, and the number of trunk groups which exceed the blocking threshold during their busy hours. 2. **Trunk Group Service Detail: Provides a detailed list of all final trunk groups between POTs and BST end offices or tandems (A-end and Z-end for BST Local trunks) including the actual blocking performance when blocking exceeds the measured blocking threshold. The blocking performance includes the observed blocking number for a particular Trunk Group Serial Number (TGSN).** Blocking thresholds for all trunk groups are 3%, except BST CTTG, which is 2%. Measured Blocking =[(Total number of Blocked Calls)/(Total number of Attempted Calls)] X 100

Reporting Dimensions:	Excluded Situations:
• BST Trunk Group Aggregate • CLEC Trunk Group Aggregate • CLEC Trunk Group Specific • State, Region and further geographic dissagregation as required by State Commission Order	• Trunk Groups for which valid traffic data measurement unavailable.
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • Total Trunk Groups • Total Trunk Group for which data available • Threshold exceptions • Exceptions percent of the total • State, Region and further geographic dissagregation as required by State Commission Order • Exception Trunk detail	• Report Month • Total Trunk Groups • Total Trunk Group for which data available • Threshold exceptions • Exceptions percent of the total • State, Region and further geographic dissagregation as required by State Commission Order • Exception Trunk detail

TRUNK GROUP PERFORMANCE

Trunking Definitions

Field Name	Description	Data Type
Switch	Identifier for the BellSouth end of the Trunk Group. Part of 37 character Common Language Location Identifier(CLLI) code.	AlphaNum(11)
POT	Identifier for the CLEC Point of Termination(POT)of the Trunk Group. Part of 37 character Common Location Language Identifier(CLLI) code.	AlphaNum(11)
TGSN	Unique trunk group identifier. (Trunk Group Serial Number)	AlphaNum(8)
TANDEM	Identifier for the BellSouth Tandem end of the Trunk Group. Part of 37 character Common Language Location Identifier(CLLI) code.	AlphaNum(11)
END OFFICE	Identifier for the BellSouth End Office of the Trunk Group. Part of 37 character Common Location Language Identifier(CLLI) code.	AlphaNum(11)
A-END	Identifier for the BellSouth Originating/Low Alpha end of the Trunk Group. Part of 37 character Common Language Location Identifier(CLLI) code.	AlphaNum(11)
Z-END	Identifier for the BellSouth Terminating/High Alpha end of the Trunk Group. Part of 37 character Common Location Language Identifier(CLLI) code.	AlphaNum(11)
DESCRPT	Describes function/operation of the Trunk Group. Part of 37 character Common Language Location Identifier(CLLI) code.	AlphaNum(15)
OBSVD BLKG	Blocking ratio determined from traffic data measurement.(Total number of calls blocked/Total number of calls attempted)	Numeric
HR	Time of day when the maximum observed blocking was recorded.	Numeric
TKS	Total number of trunks in service in a trunk group	Numeric
VAL DAYS	Total number of valid days of measurement	Numeric
NBR RPTS	Number of consecutive monthly reports for which the trunk group exceeded the measured blocking threshold	Numeric(2)
RMKS	Cause of blocking and/or release plan	AlphaNum

Collocation

Function:	**Response Interval, Provisioning Interval and Timeliness for Providing Collocation Space to a CLEC in a BellSouth Central Office.**
Measurement Overview:	Collocation is the placement of customer-owned equipment in BellSouth Central Offices for interconnecting to BellSouth's tariffed services and unbundled network elements. BellSouth offers both Virtual and Physical Collocation and will report its performance on these offerings separately. The milestones in the process for which measurements will be provided are: the average time to respond to a request after we have the complete application; the average time between receiving the bona fide firm order until the space is made available to the CLEC; and the percentage of due dates on firm orders missed.
Measurement Methodology:	**1. Average Response Time = ∑ (Request Response Date & Time) - (Request Submission Date & Time)/Count of Responses Returned in Reporting Period.** **Definition:** Measures the average time from the receipt of a complete and accurate Collocation Request (including receipt of Application Fees) to the date BellSouth responds in writing. Methodology: Manual **2. Average Arrangement Time = ∑ (Date & Time Collocation Arrangement is Complete) - (Date & Time Order for Collocation Arrangement submitted)/Total Numbers of Collocation Arrangements Completed during Reporting Period.** **Definition:** Measures the Average Time from the receipt of complete and accurate Firm Order (including Fees) to date BellSouth completes the Collocation Arrangement [Called "BellSouth complete date". Assumes space and construction complete and network infrastructure complete.] Methodology: Manual **3. % of Due Dates Missed = (Number of Orders not completed w/i ILEC committed Due Date during reporting period) / (Number of Orders completed in reporting period) X 100.** **Definition:** Measures the percent of Collocation space request, including construction and network infrastructure, that are not complete on the due date. Methodology: Manual

Reporting Dimensions:	**Excluded Situations:**
• State, Region and further geographic dissagregation as required by State Commission Order • Virtual • Physical	• Any order canceled by the CLEC. • Time for BST to obtain any permits • Collocation contract negotiations
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • CLEC Order Number • Application Submission Date	• Report Month • Application • Application Response

• Firm Order Submission Time • Space Acceptance Date	• Firm Order • BST Completion Date

Appendix A: Reporting Scope

Standard Service Groupings	*Pre-Order, Ordering* • Resale Residence • Resale Business • Resale Special • Local Interconnection Trunks • UNE • UNE - Loops w/LNP *Provisioning* • UNE Non-Design • UNE Design • UNE Loops w/LNP • Local Interconnection Trunks • Resale Residence • Resale Business • Resale Design • BST Trunks • BST Residence Retail • BST Business Retail *Maintenance and Repair* • Local Interconnection Trunks • UNE Non-Design • UNE Design • Resale Residence • Resale Business • BST Interconnection Trunks • BST Residence Retail • BST Business Retail Local Interconnection Trunk Group Blockage • BST CTTG Trunk Groups • CLEC Trunk Groups

Exhibit 2
to the Fourth Amendment
of the e.spire
Interconnection Agreement

Appendix A: Reporting Scope

Standard Service Order Activities *These are the generic BST/CLEC service order activities which are included in the Pre-Ordering, Ordering, and Provisioning sections of this document. It is not meant to indicate specific reporting categories.*	• New Service Installations • Service Migrations Without Changes • Service Migrations With Changes • Move and Change Activities • Service Disconnects (Unless noted otherwise)
Pre-Ordering Query Types:	• Address • Telephone Number • Appointment Scheduling • Customer Service Record • Feature Availability
Report Levels	• CLEC State • CLEC Region • CLEC MSA • Aggregate CLEC State • Aggregate CLEC Region • Aggregate CLEC MSA • BST State • BST Region • BST MSA

A	**ACD**	Automatic Call Distributor - A service that provides status monitoring of agents in a call center and routes high volume incoming telephone calls to available agents while collecting management information on both callers and attendants.
	AGGREGATE	Sum total of all items in like category, e.g. CLEC aggregate equals the sum total of all CLECs' data for a given reporting level.
	ASR	Access Service Request - A request for access service terminating delivery of carrier traffic into a Local Exchange Carrier's network.
	ATLAS	Application for Telephone Number Load Administration System - The BellSouth Operations System used to administer the pool of available telephone numbers and to reserve selected numbers from the pool for use on pending service requests/service orders.
	ATLASTN	ATLAS software contract for Telephone Number
B	**BILLING**	The process and functions by which billing data is collected and by which account information is processed in order to render accurate and timely billing.
	BOCRIS	Business Office Customer Record Information System - A front-end presentation manager used by BellSouth organizations to access the CRIS database.
	BRC	Business Repair Center - The BellSouth Business Systems trouble receipt center which serves large business and CLEC customers.
	BST	BellSouth Telecommunications, Inc.
C	**CKTID**	A unique identifier for elements combined in a service configuration
	CLEC	Competitive Local Exchange Carrier
	CMDS	Centralized Message Distribution System - BellCore administered national system used to transfer specially formatted messages among companies.
	COFFI	Central Office Feature File Interface - A BellSouth Operations System database which maintains Universal Service Order Code (USOC) information based on current tariffs.
	COFIUSOC	COFFI software contract for feature/service information
	CRIS	Customer Record Information System - The BellSouth proprietary corporate database and billing system for non-access customers and services.
	CRSACCTS	CRIS software contract for CSR information
	CSR	Customer Service Record
	CTTG	Common Transport Trunk Group - Final trunk groups between BST & Independent end offices and the BST access tandems.
D	**DESIGN**	Design Service is defined as any Special or Plain Old Telephone Service Order which requires BellSouth Design Engineering Activities
	DISPOSITION & CAUSE	Types of trouble conditions, e.g. No Trouble Found, Central Office Equipment, Customer Premises Equipment, etc.
	DLETH	Display Lengthy Trouble History - A history report that gives all activity on a line record for trouble reports in LMOS
	DLR	Detail Line Record - All the basic information maintained on a line record in LMOS, e.g. name, address, facilities, features etc.
	DOE	Direct Order Entry System - An internal BellSouth service order entry system used by BellSouth Service Representatives to input business service orders in BellSouth format.
	DSAP	DOE (Direct Order Entry) Support Application - The BellSouth Operations System which assists a Service Representative or similar carrier agent in negotiating service provisioning commitments for non-designed services and UNEs.

	DSAPDDI	DSAP software contract for schedule information

E	E911	Provides callers access to the applicable emergency services bureau by dialing a 3-digit universal telephone number.
	EDI	Electronic Data Interchange - The computer-to-computer exchange of inter and/or intra company business documents in a public standard format.
F	FLOW-THROUGH	In the context of this document, orders that are processed mechanically without human intervention.
	FOC	Firm Order Confirmation - A notification returned to the CLEC confirming that the LSR has been received and accepted, including the specified commitment date.
G		
H	HAL	"Hands Off" Assignment Logic - Front end access and error resolution logic used in interfacing BellSouth Operations Systems such as ATLAS, BOCRIS, LMOS, PSIMS, RSAG and SOCS.
	HALCRIS	HAL software contract for CSR information
I	ISDN	Integrated Services Digital Network
K		
L	LCSC	Local Carrier Service Center - The BellSouth center which is dedicated to handling CLEC LSRs, ASRs, and Preordering transactions along with associated expedite requests and escalations.
	LEGACY SYSTEM	Term used to refer to BellSouth Operations Support Systems (see OSS)
	LENS	Local Exchange Negotiation System - The BellSouth LAN/web server/OS application developed to provide both preordering and ordering electronic interface functions for CLECs.
	LEO	Local Exchange Ordering - A BellSouth system which accepts the output of EDI, applies edit and formatting checks, and reformats the Local Service Requests in BellSouth Service Order format.
	LESOG	Local Exchange Service Order Generator - A BellSouth system which accepts the service order output of LEO and enters the Service Order into the Service Order Control System using terminal emulation technology.
	LMOS	Loop Maintenance Operations System - A BellSouth Operations System which stores the assignment and selected account information for use by downstream OSS and BellSouth personnel during provisioning and maintenance activities.
	LMOS HOST	LMOS host computer
	LMOSupd	LMOS updates
	LNP	Local Number Portability - In the context of this document, the capability for a subscriber to retain his current telephone number as he transfers to a different local service provider.
	LOOPS	Transmission paths from the central office to the customer premises.
	LSR	Local Service Request - A request for local resale service or unbundled network elements from a CLEC.
M	MAINTENANCE & REPAIR	The process and function by which trouble reports are passed to BellSouth and by which the related service problems are resolved.
	MARCH	A BellSouth Operations System which accepts service orders, interprets the coding contained in the service order image, and constructs the specific switching system Recent Change command messages for input into end office switches.

N	**NC**	"No Circuits" - All circuits busy announcement

Appendix B: Glossary of Acronyms and Terms

O	OASIS	Obtain Availability Services Information System - A BellSouth front-end processor which acts as an interface between COFFI and RNS. This system takes the USOCs in COFFI and translates them to English for display in RNS.
	OASISBSN	OASIS software contract for feature/service
	OASISCAR	OASIS software contract for feature/service
	OASISLPC	OASIS software contract for feature/service
	OASISMTN	OASIS software contract for feature/service
	OASISNET	OASIS software contract for feature/service
	OASISOCP	OASIS software contract for feature/service
	ORDERING	The process and functions by which resale services or unbundled network elements are ordered from BellSouth as well as the process by which an LSR or ASR is placed with BellSouth.
	OSPCM	Outside Plant Contract Management System - Provides Scheduling Information.
	OSS	Operations Support System - A support system or database which is used to mechanize the flow or performance of work. The term is used to refer to the overall system consisting of hardware complex, computer operating system(s), and application which is used to provide the support functions.
	OUT OF SERVICE	Customer has no dial tone and cannot call out.
P	POTS	Plain Old Telephone Service
	PREDICTOR	The BellSouth Operations system which is used to administer proactive maintenance and rehabilitation activities on outside plant facilities, provide access to selected work groups (e.g. RRC & BRC) to Mechanized Loop Testing and switching system I/O ports, and provide certain information regarding the attributes and capabilities of outside plant facilities.
	PREORDERING	The process and functions by which vital information is obtained, verified, or validated prior to placing a service request.
	PROVISIONING	The process and functions by which necessary work is performed to activate a service requested via an LSR or ASR and to initiate the proper billing and accounting functions.
	PSIMS	Product/Service Inventory Management System - A BellSouth database Operations System which contains availability information on switching system features and capabilities and on BellSouth service availability. This database is used to verify the availability of a feature or service in an NXX prior to making a commitment to the customer.
	PSIMSORB	PSIMS software contract for feature/service
Q		
R	RNS	Regional Negotiation System - An internal BellSouth service order entry system used by BellSouth Consumer Services to input service orders in BellSouth format.
	RRC	Residence Repair Center - The BellSouth Consumer Services trouble receipt center which serves residential customers.
	RSAG	Regional Street Address Guide - The BellSouth database which contains street addresses validated to be accurate with state and local governments.
	RSAGADDR	RSAG software contract for address search

	RSAGTN	RSAG software contract for telephone number search

Appendix B: Glossary of Acronyms and Terms

S	SOCS	Service Order Control System - The BellSouth Operations System which routes service order images among BellSouth drop points and BellSouth Operations Systems during the service provisioning process.
	SOIR	Service Order Interface Record - any change effecting activity to a customer account by service order that impacts 911/E911.
T	TAFI	Trouble Analysis Facilitation Interface - The BellSouth Operations System which supports trouble receipt center personnel in taking and handling customer trouble reports.
	TN	Telephone Number
U	UNE	Unbundled Network Element
V		
W	WTN	A unique identifier for elements combined in a service configuration
X		
Y		
Z		
Σ		Sum of:

Exhibit 2
to the Fourth Amendment
of the e.spire
Interconnection Agreement

Appendix C

BELLSOUTH'S AUDIT POLICY:

BellSouth currently provides many CLECs with audit rights as a part of their individual interconnection agreements. However, it is not reasonable for BellSouth to undergo an audit for every CLEC with which it has a contract. As of November 20, 1998, that would equate to over 600 audits per year and that number is continually growing. BellSouth is in the process of developing a proposed set of reasonable controls associated with individual CLEC audits. In addition, BellSouth will conduct a comprehensive audit of the aggregate level reports for both BellSouth and the CLECs for each of the next five (5) years, to be conducted by an independent third-party. The results of that audit will be made available to all the parties subject to proper safeguards to protect proprietary information. This aggregate level audit includes the following specifications:

1. the cost be borne 50% by BellSouth and 50% by the CLECs

2. the independent third party auditor shall be selected with input from both BellSouth and the CLECs

3. the scope of the audit shall be jointly determined by Bellsouth and the CLECs.

BellSouth reserves the right to make changes to this audit policy as growth and changes in the industry dictate.

Exhibit 3
to the Fourth Amendment
of the e.spire
Interconnection Agreement

ORDERING AND PROVISIONING

The rates, terms and conditions contained within this Exhibit were negotiated as a whole and each rate, term and condition within the Exhibit is interdependent upon the other rates, terms and conditions.

1. Quality of Ordering and Provisioning

1.1 BellSouth shall provide ordering and provisioning services to e•spire that are equal to the ordering and provisioning services BellSouth provides to itself or any other CLEC, where technically feasible. Detailed guidelines for ordering and provisioning are set forth in BellSouth's Local Interconnection and Facility Based Ordering Guide and Resale Ordering Guide, as appropriate, and as they are amended from time to time during this Agreement.

1.2 BellSouth will perform provisioning services during the following normal hours of operation:

Monday - Friday - 8:00AM - 5:00PM (excluding holidays)
(Resale/UNE non coordinated, coordinated orders and order coordinated - Time Specific)

Saturday - 8:00 AM - 5:00 PM (excluding holidays)
(Resale/UNE non coordinated orders)

All other e•spire requests for provisioning and installation services are considered outside of the normal hours of operation and may be performed subject to the application of extra-ordinary billing charges.

2. Access to Operational Support Systems

2.1 BellSouth shall provide e•spire access to several operations support systems. Access to these support systems is available through a variety of means, including electronic interfaces. BellSouth also provides the option of placing orders manually (e.g., via facsimile) through the Local Carrier Service Center. The operations support systems available are:

2.2 Pre-Ordering. BellSouth provides electronic access to the following pre-ordering functions: service address validation, telephone number selection, service and feature availability, due date information, and upon Commission approval of confidentiality protections, to customer record

information. Access is provided through the Local Exchange Navigation System (LENS) and the Telecommunications Access Gateway (TAG). Customer record information includes any and all customer specific information, including but not limited to, customer specific information in CRIS and RSAG. e•spire agrees not to view, copy, or otherwise obtain access to the customer record information of any customer without that customer's permission and further agrees that e•spire will obtain access to customer record information only in strict compliance with applicable laws, rules, or regulations of the State in which the service is provided.

2.3 Service Ordering and Provisioning. BellSouth provides electronic options for the exchange of ordering and provisioning information. BellSouth provides an Electronic Data Interchange (EDI) arrangement for resale requests and certain unbundled network elements. As an alternative to the EDI arrangement, BellSouth also provides through LENS and TAG an ordering and provisioning capability that is integrated with the LENS and TAG pre-ordering capability.

2.4 Service Trouble Reporting and Repair. Service trouble reporting and repair allows e•spire to report and monitor service troubles and obtain repair services. BellSouth shall offer e•spire service trouble reporting in a non-discriminatory manner that provides e•spire the equivalent ability to report and monitor service troubles that BellSouth provides to itself. BellSouth also provides e•spire an estimated time to repair, an appointment time or a commitment time, as appropriate, on trouble reports. BellSouth provides two options for electronic trouble reporting. For exchange services, BellSouth offers e•spire access to the Trouble Analysis Facilitation Interface (TAFI). For individually designed services, BellSouth provides electronic trouble reporting through an electronic communications gateway. If the CLEC requests BellSouth to repair a trouble after normal working hours, the CLEC will be billed the appropriate overtime charges associated with this request pursuant to BellSouth's tariffs.

2.5 Migration of e•spire to New BellSouth Software Releases. BellSouth will issue new software releases for its electronic interfaces as needed to improve operations and meet standards and regulatory requirements. When a new release is implemented, BellSouth will continue to support both the new release (N) and the prior release (N-1). When BellSouth makes the next release (N+1), BellSouth will eliminate support for the (N-1) release and support the two newest releases (N and N+1). Thus, BellSouth will always support the two most current releases. BellSouth will issue documents to e•spire with sufficient notice to allow e•spire to

make the necessary changes to their systems and operations to migrate to the newest release in a timely fashion.

2.6 Rates. All costs incurred by BellSouth to develop and implement operational interfaces shall be recovered from the carriers who utilize the services. Charge for use of Operational Support Systems shall be as set forth in Attachment 11 of this agreement.

3. Miscellaneous Ordering and Provisioning Guidelines

3.1 Pending Orders. To ensure the most efficient use of facilities and resources, orders placed in the hold or pending status by e•spire will be held for a maximum of thirty (30) days from the date the order is placed on hold. After such time, if e•spire wishes to reinstate an order, e•spire may be required to submit a new service order.

3.2 Single Point of Contact. e•spire will be the single point of contact with BellSouth for ordering activity for unbundled network elements used by e•spire to provide services to its end users, except that BellSouth may accept an order directly from another CLEC, or BellSouth, acting with authorization of the affected end user. e•spire and BellSouth shall each execute a blanket letter of authorization with respect to customer orders. The Parties shall each be entitled to adopt their own internal processes for verification of customer authorization for orders, provided, however, that such processes shall comply with applicable state and federal law including, until superseded, the FCC guidelines and orders applicable to Presubscribed Interexchange Carrier (PIC) changes including Un-PIC. Pursuant to such an order, BellSouth may disconnect any unbundled network element associated with the service to be disconnected and being used by e•spire to provide service to that end user and reuse such unbundled network elements or facilities to enable such other LEC to provide service to the end user. BellSouth will notify e•spire that such an order has been processed, but will not be required to notify e•spire in advance of such processing.

3.3 Use of Facilities. When a customer of a CLEC elects to discontinue service and transfer service to another local exchange carrier, including BellSouth, BellSouth shall have the right to reuse the facilities provided to CLEC by BellSouth for retail or resale service, unbundled loop and/or unbundled port for that customer. In addition, BellSouth may disconnect and reuse facilities when the facility is in a denied state and BellSouth has received an order to establish new service or transfer of service from a

customer or a customer's CLEC at the same address served by the denied facility.

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

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

3.3.1.2 Reuse the serving facility for the retail, resale service, or unbundled network element at the same location.

3.3.1.3 Notify e•spire subsequent to the disconnect order being completed.

3.4 Contact Numbers. The parties agree to provide one another with toll-free contact numbers for the purpose of ordering, provisioning and maintenance of services.

3.5 Subscription Functions. In cases where BellSouth performs subscription functions for an inter-exchange carrier (i.e. PIC and LPIC changes via Customer Account Record Exchange (CARE)), BellSouth will provide the affected inter-exchange carriers with the Operating Company Number (OCN) of the local provider for the purpose of obtaining end user billing account and other end user information required under subscription requirements.