BELLSOUTH

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

guy.hicks@bellsouth.com

Guy M. Hicks
General Counsel
615 214 6301
Fax 615 214 7406

RECD TN REGULATORY AUTH.
'01 AUG 9 PM 4 14
OFFICE OF EXECUTIVE SECRETARY

August 9, 2001

Mr. David Waddell
Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

Re: *Approval of the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and Intermedia Communications Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*
Docket No. 99-00948

Dear Mr. Waddell:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, Intermedia Communications Inc. and BellSouth Telecommunications, Inc. are hereby submitting to the Tennessee Regulatory Authority fourteen copies of the attached Petition for Approval of the Interconnection Agreement dated August 9, 2001. Agreement has been reached by the parties on all issues.

Thank you for your attention to this matter.

Sincerely yours,

Guy M. Hicks

cc: Scott Sapperstein, Intermedia Communications Inc.

405053

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and Intermedia Communications Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. 99-00948

PETITION FOR APPROVAL OF THE INTERCONNECTION AGREEMENT NEGOTIATED BETWEEN BELLSOUTH TELECOMMUNICATIONS, INC. AND INTERMEDIA COMMUNICATIONS INC. PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

COME NOW, Intermedia Communications Inc. ("Intermedia") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Interconnection Agreement (the "Agreement") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, Intermedia and BellSouth state the following:

1. Intermedia and BellSouth have recently 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 Intermedia. A copy of the Agreement is attached hereto and incorporated herein by reference.

2. Pursuant to Section 252(e) of the Telecommunications Act of 1996, Intermedia and BellSouth are submitting their Agreement to the TRA for its consideration and approval.

3. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Agreement between BellSouth and Intermedia within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier

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

4. Intermedia and BellSouth aver that the Agreement is consistent with the standards for approval.

5. Pursuant to Section 252(i) of the Act, BellSouth shall make the Agreement available upon the same terms and conditions contained therein.

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

This 9th day of August, 2001.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

By: _____

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

CERTIFICATE OF SERVICE

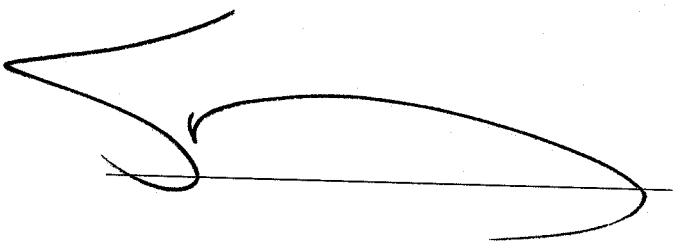
I hereby certify that on August 9, 2001, a copy of the foregoing document was served on the parties of record, via the method indicated:

[ ] Hand
[✓] Mail
[ ] Facsimile
[ ] Overnight

Scott Saperstein
Senior Policy Counsel
Intermedia Communications, Inc.
MC FLT-HQ3
One Intermedia Way
Tampa, FL 33647-1752

[ ] Hand
[✓] Mail
[ ] Facsimile
[ ] Overnight

H. LaDon Baltimore, Esquire
Farrar & Bates
211 Seventh Ave. N, # 320
Nashville, TN 37219-1823



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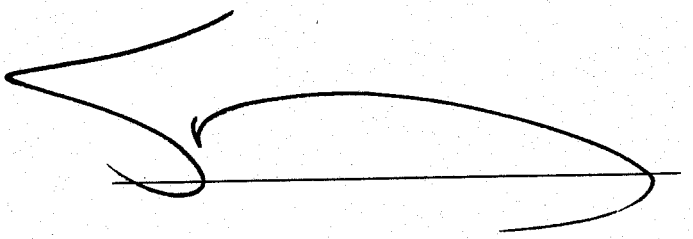

INTERCONNECTION AGREEMENT
BETWEEN
BELLSOUTH TELECOMMUNICATIONS, INC.
AND
INTERMEDIA COMMUNICATIONS INC.

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AGREEMENT

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, and Intermedia Communications Inc. ("Intermedia"), a Delaware corporation, and shall be deemed effective as of August 9, 2001. This Agreement may refer to either BellSouth or Intermedia or both as a "Party" or "Parties. "

WITNESSETH

WHEREAS, BellSouth is a local exchange telecommunications company authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, Intermedia is a competing local exchange carrier ("CLEC") authorized to provide telecommunications services in the state of Tennessee; and

WHEREAS, the Parties wish to resell BellSouth's telecommunications services and/or interconnect their facilities, purchase network elements and other services, and exchange traffic specifically for the purposes of fulfilling their obligations pursuant to sections 251 and 252 of the Telecommunications Act of 1996 ("the Act").

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

1. Term of the Agreement

1.1 The term of this Agreement shall be two years, beginning August 9, 2001 and shall apply to the state of Tennessee. If as of the expiration of this Agreement, a Subsequent Agreement (as defined in Section 1.2 below) has not been executed by the Parties, this Agreement shall continue on a month-to-month basis while a Subsequent Agreement is being negotiated. The Parties' rights and obligations with respect to this Agreement after expiration shall be as set forth in Section 1.4 below.

1.2 The Parties agree that by no later than one hundred and eighty (180) days prior to the expiration of this Agreement, they shall commence negotiations with regard to the terms, conditions and prices of resale and/or local interconnection to be effective beginning on the expiration date of this Agreement ("Subsequent Agreement").

1.3 If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in Section 1.2, above, the Parties are unable to satisfactorily negotiate new resale and/or local interconnection terms, conditions and prices, either Party may petition the Commission to establish appropriate local interconnection and/or

resale 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 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.

1.4 Notwithstanding the foregoing, in the event that as of the date of expiration of this Agreement and conversion of this Agreement to a month-to-month term, the Parties have not entered into a Subsequent Agreement and either no arbitration proceeding has been filed in accordance with Section 1.3 above, or the Parties have not mutually agreed (where permissible) to extend the arbitration window for petitioning the applicable Commission(s) for resolution of those terms upon which the Parties have not agreed, then either Party may terminate this Agreement upon sixty (60) days notice to the other Party. In the event that BellSouth terminates this Agreement as provided above, BellSouth shall continue to offer services to Intermedia pursuant to the terms, conditions and rates set forth in BellSouth's Statement of Generally Available Terms (SGAT) to the extent an SGAT has been approved by the applicable Commission(s). If any state Commission has not approved a BellSouth SGAT, then upon BellSouth's termination of this Agreement as provided herein, BellSouth will continue to provide services to Intermedia pursuant to BellSouth's then current standard interconnection agreement. In the event that the SGAT or BellSouth's standard interconnection agreement becomes effective as between the Parties, the Parties may continue to negotiate a Subsequent Agreement, and the terms of such Subsequent Agreement shall be effective retroactive to the day following expiration of this Agreement.

2. Ordering Procedures

2.1 Intermedia shall provide BellSouth its Carrier Identification Code (CIC), Operating Company Number (OCN), Group Access Code (GAC) and Access Customer Name and Address (ACNA) code as applicable prior to placing its first order.

2.2 The Parties agree to adhere to the reasonable and non-discriminatory BellSouth Local Interconnection and Facility Based Ordering Guide and Resale Ordering Guide, as appropriate for the services ordered.

2.3 Intermedia shall pay charges for Operational Support Systems (OSS) as set forth in this Agreement in Attachment 1 and/or in Attachment 2, 3, 5 and 7 as applicable.

3. Parity

When Intermedia purchases, pursuant to Attachment 1 of this Agreement, telecommunications services from BellSouth for the purposes of resale to end users, BellSouth shall provide said services so that the services are equal in quality, subject to the same conditions, and provided within the same provisioning time intervals that BellSouth provides to its affiliates, subsidiaries and end users. To the extent technically feasible, the quality of a Network Element, as well as the quality of the access to such Network Element provided by BellSouth to Intermedia shall be at least equal in quality to that which BellSouth provides to itself. The quality of the interconnection between the networks of BellSouth and the network of Intermedia shall be at a level that is equal to that which BellSouth provides itself, a subsidiary, an Affiliate, or any other party. The interconnection facilities shall be designed to meet the same technical criteria and service standards that are used within BellSouth's network and shall extend to a consideration of service quality as perceived by end users and service quality as perceived by Intermedia.

4. White Pages Listings

BellSouth shall provide Intermedia and its customers access to white pages directory listings under the following terms:

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

4.2 Rates. Subscriber primary listing information in the White Pages shall be provided at no charge to Intermedia or its subscribers provided that Intermedia provides subscriber listing information to BellSouth at no charge.

4.3 Procedures for Submitting Intermedia Subscriber Information. BellSouth will provide to Intermedia a magnetic tape or computer disk containing the proper format for submitting subscriber listings. Intermedia will be required to provide BellSouth with directory listings and daily updates to those listings, including new, changed, and deleted listings, in an industry-accepted format. These procedures are detailed in BellSouth's Local Interconnection and Facility Based Ordering Guide.

4.4 Unlisted/Non-Published Subscribers. Intermedia will be required to provide to BellSouth the names, addresses and telephone numbers of all Intermedia customers that wish to be omitted from directories.

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

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

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

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

4.9 Third Party Release of Subscriber Listing Information

4.9.1 Procedures for Submitting Intermedia Subscriber Information are found in BellSouth's Ordering Guide for manually processed listings and in the Local Exchange Ordering Guide for mechanically submitted listings.

4.9.2 Notwithstanding any provision(s) to the contrary, Intermedia agrees to provide to BellSouth, and BellSouth agrees to accept, Intermedia's Subscriber Listing Information (SLI) relating to Intermedia's customers in the geographic area(s) covered by this Interconnection Agreement. Intermedia authorizes BellSouth to release all such Intermedia SLI provided to BellSouth by Intermedia to qualifying Third Parties via either license agreement or BellSouth's Directory Publishers Database Service (DPDS), General Subscriber Services Tariff, Section A38.2, as the same may be amended from time to time. Such CLEC SLI shall be intermingled with BellSouth's own customer listings of any other CLEC that has authorized a similar release of SLI. Where necessary, BellSouth will use good faith efforts to obtain state commission approval of any necessary modifications to Section A38.2 of its tariff to provide for release of third party directory listings, including modifications regarding listings to be released pursuant to such tariff and BellSouth's liability thereunder. BellSouth's obligation pursuant to this Section shall not arise in any particular state until the commission of such state has approved modifications to such tariff.

4.9.3 No compensation shall be paid to Intermedia for BellSouth's receipt of Intermedia SLI, or for the subsequent release to third parties of such SLI. In addition, to the extent BellSouth incurs costs to modify its systems to enable the release of Intermedia's SLI, or costs on an ongoing basis to administer the release of Intermedia SLI, Intermedia shall pay to BellSouth its proportionate share of the reasonable costs associated therewith. Before BellSouth incurs any costs under this Section, it shall inform Intermedia as of its good faith estimate of Intermedia's share of such costs, and Intermedia shall have the option of agreeing in writing to the costs, or of discontinuing BellSouth's release of Intermedia's SLI.

4.9.4 BellSouth shall not be liable for the content or accuracy of any SLI provided by Intermedia under this Agreement. Intermedia shall indemnify, hold harmless and defend BellSouth from and against any damages, losses, liabilities, demands claims, suits, judgments, costs and expenses (including but not limited to reasonable attorneys' fees and expenses) arising from BellSouth's tariff obligations or otherwise and resulting from or arising out of any third party's claim of inaccurate Intermedia listings or use of the SLI provided pursuant to this Agreement. BellSouth shall forward to Intermedia any complaints received by BellSouth relating to the accuracy or quality of Intermedia listings.

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

5. Bona Fide Request/New Business Request Process for Further Unbundling

If Intermedia is a facilities based provider or a facilities based and resale provider, this section shall apply. BellSouth shall, upon request of Intermedia, provide to Intermedia access to its network elements at any technically feasible point for the provision of Intermedia's telecommunications service where such access is necessary and failure to provide access would impair the ability of Intermedia to provide services that it seeks to offer. Any request by Intermedia for access to a network element, interconnection option, or for the provisioning of any service or product that is not already available shall be treated as a Bona Fide Request/New Business Request, and shall be submitted to BellSouth pursuant to the Bona Fide Request/New Business Request process set forth in Attachment 11.

6. Court Ordered Requests for Call Detail Records and Other Subscriber Information

To the extent technically feasible, BellSouth maintains call detail records for Intermedia end users for limited time periods and can respond to subpoenas and court ordered requests for this information. BellSouth shall maintain such information for Intermedia end users for the same length of time it maintains such information for its own end users.

6.1 Intermedia agrees that BellSouth will respond to subpoenas and court ordered requests delivered directly to BellSouth for the purpose of providing call detail records when the targeted telephone numbers belong to Intermedia end users. Billing for such requests will be generated by BellSouth and directed to the law enforcement agency initiating the request.

6.2 Intermedia agrees that in cases where Intermedia receives subpoenas or court ordered requests for call detail records for targeted telephone numbers belonging to Intermedia end users, Intermedia will advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to BellSouth. Billing for call detail information will be generated by BellSouth and directed to the law enforcement agency initiating the request.

6.3 In cases where the timing of the response to the law enforcement agency prohibits Intermedia from having the subpoena or court ordered request redirected to BellSouth by the law enforcement agency, Intermedia will furnish the official request to BellSouth for providing the call detail information. BellSouth will provide the call detail records to Intermedia and bill Intermedia for the information. Intermedia agrees to reimburse BellSouth for the call detail information provided.

6.4 Intermedia will provide Intermedia end user and/or other customer information that is available to Intermedia in response to subpoenas and court orders for their own customer records. BellSouth will redirect subpoenas and court ordered requests pertaining to Intermedia end user and/or other customer information to Intermedia for the purpose of providing this information to the law enforcement agency.

7. Liability and Indemnification

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

7.2 Intermedia Liability. In the event that Intermedia consists of two (2) or more separate entities as set forth in the preamble to this Agreement, all such entities shall be jointly and severally liable for the obligations of Intermedia under this Agreement.

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

7.4 Limitation of Liability.

7.4.1 Each Party's liability to the other for any loss, cost, claim, injury or liability or expense, including reasonable attorney's fees relating to or arising out of any negligent act or omission in its performance of this Agreement whether in contract or in tort, shall be limited to a credit for the actual cost of the services or functions not performed or improperly performed.

7.4.2 Limitations in Tariffs. A Party may, in its sole discretion, provide in its tariffs and contracts with its Customer and third parties that relate to any service, product or function provided or contemplated under this Agreement, that to the maximum extent permitted by Applicable Law, such Party shall not be liable to Customer or third party for (i) any Loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged that applicable person for the service, product or function that gave rise to such Loss and (ii) Consequential Damages. To the extent that a Party elects not to place in its tariffs or contracts such limitations of liability, and the other Party incurs a Loss as a result thereof, such Party shall indemnify and reimburse the other Party for that portion of the Loss that would have been limited had the first Party included in its tariffs and contracts the limitations of liability that such other Party included in its own tariffs at the time of such Loss.

7.4.3 Neither BellSouth nor Intermedia shall be liable for damages to the other's terminal location, POI or other company's customers' premises resulting from the furnishing of a service, including, but not limited to, the installation and removal of equipment or associated wiring, except to the extent caused by a company's negligence or willful misconduct or by a company's failure to properly ground a local loop after disconnection.

7.4.4 In no circumstance shall a Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data. In connection with this limitation of liability, each Party recognizes that the other Party may, from time to time, provide advice, make recommendations, or supply other analyses related to the Services, or facilities described in this Agreement, and, while each Party shall use diligent efforts in this regard, the Parties acknowledge and agree that this limitation of liability shall apply to provision of such advice, recommendations, and analyses.

7.5 Indemnification for Certain Claims. The Party providing services hereunder, its affiliates and its parent company, shall be indemnified, defended and held harmless by the Party receiving services hereunder against any claim, loss or damage arising from the receiving company's use of the services provided under this Agreement pertaining to (1) claims for libel, slander or invasion of privacy arising from the content of the receiving company's own communications, or (2)

any claim, loss or damage claimed by the customer of the Party receiving services arising from such company's use or reliance on the providing company's services, actions, duties, or obligations arising out of this Agreement.

7.6 Disclaimer. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES OR FACILITIES PROVIDED UNDER THIS AGREEMENT. THE PARTIES DISCLAIM, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

8. Intellectual Property Rights and Indemnification

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

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

8.3 Indemnification. The Party providing a service pursuant to this Agreement will defend the Party receiving such service or data provided as a result of such service against claims of infringement arising solely from the use by the receiving Party of such service and will indemnify the receiving Party for any damages awarded based solely on such claims in accordance with Section 7 of this Agreement.

8.4 Claim of Infringement. In the event that use of any facilities or equipment (including software), becomes, or in reasonable judgment of the Party who owns the affected network is likely to become, the subject of a claim, action, suit, or

proceeding based on intellectual property infringement, then said Party shall promptly and at its sole expense, but subject to the limitations of liability set forth below:

8.4.1 modify or replace the applicable facilities or equipment (including software) while maintaining form and function, or

8.4.2 obtain a license sufficient to allow such use to continue.

8.4.3 In the event both 8.4.1 and 8.4.2 are commercially unreasonable, then said Party may, terminate, upon reasonable notice, this Agreement with respect to use of, or services provided through use of, the affected facilities or equipment (including software), but solely to the extent required to avoid the infringement claim.

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

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

9. Treatment of Proprietary and Confidential Information

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

be bound by the terms of this Section. BellSouth and Intermedia will use the same standard of care to protect Information received as they would use to protect their own confidential and proprietary Information.

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

10. Assignments

Any assignment by either Party to any non-affiliated entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void. A Party may assign this Agreement or any right, obligation, duty or other interest hereunder to an Affiliate company of the Party without the consent of the other Party. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment of delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations.

11. Resolution of Disputes

Except as otherwise stated in this Agreement, the Parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, either Party may petition the Commission for a resolution of the dispute. However, each Party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement.

12. Taxes

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

12.2 Taxes and Fees Imposed Directly On Either Providing Party or Purchasing Party.

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

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

12.3 Taxes and Fees Imposed on Purchasing Party But Collected And Remitted By Providing Party.

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

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

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

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

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

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

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

12.4 Taxes and Fees Imposed on Providing Party But Passed On To Purchasing Party.

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

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

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

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

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

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

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

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

13. Force Majeure

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

14. Year 2000 Compliance

Each Party warrants that it has implemented a program the goal of which is to ensure that all software, hardware and related materials (collectively called "Systems") delivered, connected with BellSouth or supplied in the furtherance of the terms and conditions specified in this Agreement: (i) will record, store,

process and display calendar dates falling on or after January 1, 2000, in the same manner, and with the same functionality as such software records, stores, processes and calendar dates falling on or before December 31, 1999; and (ii) shall include without limitation date data century recognition, calculations that accommodate same century and multicentury formulas and date values, and date data interface values that reflect the century.

15. Modification of Agreement

15.1 BellSouth shall make available, pursuant to 47 USC § 252(i) and the FCC rules and regulations regarding such availability, to Intermedia at the same rates and upon the same terms and conditions any interconnection, service, or network element provided under any other agreement filed and approved pursuant to 47 USC § 252(i). The adopted interconnection, service, or network element and agreement shall apply to the same states as such other agreement and for the identical term of such other agreement.

15.2 If Intermedia changes its name or makes changes to its company structure or identity due to a merger, acquisition, transfer or any other reason, it is the responsibility of Intermedia to notify BellSouth of said change and request that an amendment to this Agreement, if necessary, be executed to reflect said change.

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

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

15.5 In the event that any effective legislative, regulatory, judicial or other legal action materially affects any material term of this Agreement, or the ability of Intermedia or BellSouth to perform any material term of this Agreement, Intermedia or BellSouth may, on thirty (30) days' written notice require that such term or terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new term or terms as may be required. In the event that such new term or terms are not renegotiated within ninety (90) days after such notice, the Dispute shall be referred to the Dispute Resolution procedure set forth in Section 11.

15.6 If any provision of this Agreement, or the application of such provision to either Party or circumstance, shall be held invalid, the remainder of the Agreement, or the

application of any such provision to the Parties or circumstances other than those to which it is held invalid, shall not be affected thereby, provided that the Parties shall attempt to reformulate such invalid provision to give effect to such portions thereof as may be valid without defeating the intent of such provision.

16. Waivers

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

17. Governing Law

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia, without regard to its conflict of laws principles.

18. Arm's Length Negotiations

This Agreement was executed after arm's length negotiations between the undersigned Parties and reflects the conclusion of the undersigned that this Agreement is in the best interests of all Parties.

19. Notices

19.1 Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person or given by postage prepaid mail, address to:

BellSouth Telecommunications, Inc.

CLEC Account Team
9th Floor
600 North 19th Street
Birmingham, Alabama 35203

and

General Attorney - COU
Suite 4300
675 W. Peachtree St.
Atlanta, GA 30375

Intermedia Communications Inc.

Carl Jackson
Senior Director
Intermedia Communications, Inc.
One Intermedia Way
Tampa, FL 33647-1752

General Counsel
One Intermedia Way
Tampa, FL 33647-1752

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

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

19.3 BellSouth shall provide Intermedia notice via Internet posting of new services, price changes, and of changes to the terms and conditions of services available for resale.

20. Rule of Construction

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

21. Headings of No Force or Effect

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

22. Multiple Counterparts

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

23. Implementation of Agreement

If Intermedia is a facilities based provider or a facilities based and resale provider, this section shall apply. Within 60 days of the execution of this Agreement, the Parties will adopt a schedule for the implementation of the Agreement. The schedule shall state with specificity time frames for submission of pertinent information, including but not limited to, network design, interconnection points, collocation arrangement requests, pre-sales testing and full operational time frames for the business and residential markets. An implementation template to be used for the implementation schedule is contained in Attachment 10 of this Agreement.

24. Filing of Agreement

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

25. Entire Agreement

This Agreement and its Attachments, incorporated herein by this reference, sets forth the entire understanding and supersedes prior Agreements between the Parties relating to the subject matter contained herein and merges all prior discussions between them, and neither Party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

This Agreement may include attachments with provisions for the following services:

Network Elements and Other Services
Local Interconnection
Resale
Collocation

The following services are included as options for purchase by Intermedia. Intermedia shall elect said services by written request to its Account Manager if applicable:

Optional Daily Usage File (ODUF)

Enhanced Optional Daily Usage File (EODUF)

Access Daily Usage File (ADUF)

Line Information Database (LIDB) Storage

Centralized Message Distribution Service (CMDS)

Calling Name (CNAM)

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

BellSouth Telecommunications, Inc.	**Intermedia Communications Inc.**
Pat C Finlen	
Signature	Signature
PATRICK C. FINLEN	
Name	Name
MANAGING DIRECTOR	
Title	Title
8/9/01	
Date	Date

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

BellSouth Telecommunications, Inc.	**Intermedia Communications Inc.**
_____	E.F. Tagg
Signature	Signature
_____	E.F. TAGG
Name	Name
_____	CEO - Intermedia
Title	Title
_____	8th August. 2001
Date	Date

Definitions

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

As Defined by the Act means as specifically defined by the Act and as from time to time interpreted in the duly authorized rules and decisions of the FCC and the Commission.

Centralized Message Distribution System is the Telcordia (formerly BellCore) administered national system, based in Kansas City, Missouri, used to exchange Exchange Message Interface (EMI) formatted data among host companies.

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

Daily Usage File is the compilation of messages or copies of messages in standard Exchange Message Interface (EMI) format exchanged from BellSouth to a CLEC.

Exchange Message Interface is the nationally administered standard format for the exchange of data among the Exchange Carriers within the telecommunications industry.

Information Service means the offering of a capability for generating, acquiring, storing, transforming, processing, retrieving, utilizing, or making available information via telecommunications, and includes electronic publishing, but does not include any use of any such capability for the management, control, or operation of a telecommunications system or the management of a telecommunications service.

Intercompany Settlements (ICS) is the revenue associated with charges billed by a company other than the company in whose service area such charges were incurred. ICS on a national level includes third number and credit card calls and is administered by Telcordia (formerly BellCore)'s Calling Card and Third Number Settlement System (CATS). Included is traffic that originates in one Regional Bell Operating Company's (RBOC) territory and bills in another RBOC's territory.

Local Interconnection is defined as 1) the delivery of local traffic to be terminated on each Party's local network so that end users of either Party have the ability to reach end users of the other Party without the use of any access code or substantial delay in the processing of the call; 2) the LEC network features, functions, and capabilities set forth in this Agreement; and 3) Service Provider Number Portability sometimes referred to as temporary telephone number portability to be implemented pursuant to the terms of this Agreement.

Local Traffic is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or a corresponding Extended Area Service (EAS) exchange defined and specified in Section A3 of BellSouth's General Subscriber Service Tariff. Compensation for the exchange of Local Traffic shall be as set forth in Attachment 3, Section 6.

Message Distribution is routing determination and subsequent delivery of message data from one company to another. Also included is the interface function with CMDS, where appropriate.

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

Network Element is defined to mean a facility or equipment used in the provision of a telecommunications service. Such term may include, but is not limited to, features, functions, and capabilities that are provided by means of such facility or equipment, including but not limited to, subscriber numbers, databases, signaling systems, and information sufficient for billing and collection or used in the transmission, routing, or other provision of a telecommunications service.

Non-Intercompany Settlement System (NICS) is the Telcordia (formerly BellCore) system that calculates non-intercompany settlements amounts due from one company to another within the same RBOC region. It includes credit card, third number and collect messages.

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

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

Revenue Accounting Office (RAO) Status Company is a local exchange company/alternate local exchange company that has been assigned a unique RAO code. Message data exchanged

among RAO status companies are grouped (i.e. packed) according to From/To/Bill RAO combinations.

Service Control Points ("SCPs") are defined as databases that store information and have the ability to manipulate data required to offer particular services.

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

Signaling links are dedicated transmission paths carrying signaling messages between carrier switches and signaling networks. Signal Link Transport is a set of two or four dedicated 56 kbps transmission paths between Intermedia designated Signaling Points of Interconnection that provide a diverse transmission path and cross connect to a BellSouth Signal Transfer Point.

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

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

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

Attachment 1

Resale

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RESALE

1 Discount Rates

The rates pursuant by which Intermedia is to purchase services from BellSouth for resale shall be at a discount rate off of the retail rate for the telecommunications service. The discount rates shall be as set forth in Exhibit A, attached hereto and incorporated herein by this reference. Such discount shall reflect the costs avoided by BellSouth when selling a service for wholesale purposes.

2 Definition of Terms

2.1 CUSTOMER OF RECORD means the entity responsible for placing application for service; requesting additions, rearrangements, maintenance or discontinuance of service; payment in full of charges incurred such as non-recurring, monthly recurring, toll, directory assistance, etc.

2.2 DEPOSIT means assurance provided by a customer in the form of cash, surety bond or bank letter of credit to be held by BellSouth.

2.3 END USER means the ultimate user of the telecommunications services.

2.4 END USER CUSTOMER LOCATION means the physical location of the premises where an end user makes use of the telecommunications services.

2.5 NEW SERVICES means functions, features or capabilities that are not currently offered by BellSouth. This includes packaging of existing services or combining a new function, feature or capability with an existing service.

2.6 OTHER/COMPETITIVE LOCAL EXCHANGE COMPANY (OLEC/CLEC) means a telephone company certificated by the public service commissions of BellSouth's franchised area to provide local exchange service within BellSouth's franchised area.

2.7 RESALE means an activity wherein a certificated CLEC, such as Intermedia subscribes to the telecommunications services of BellSouth and then reoffers those telecommunications services to the public (with or without "adding value").

2.8 RESALE SERVICE AREA means the area, as defined in a public service commission approved certificate of operation, within which an CLEC, such as Intermedia, may offer resold local exchange telecommunications service.

3 General Provisions

3.1 Intermedia may resell the tariffed local exchange and toll telecommunications services of BellSouth contained in the General Subscriber Service Tariff and Private Line Service Tariff subject to the terms, and conditions specifically set forth herein. Notwithstanding the foregoing, the exclusions and limitations on services available for resale will be as set forth in Exhibit B, attached hereto and incorporated herein by this reference.

BellSouth shall make available telecommunications services for resale at the rates set forth in Exhibit A to this Agreement and subject to the exclusions and limitations set forth in Exhibit B to this Agreement. However, neither Party hereby waives its rights to appeal or otherwise challenge any decision regarding resale that resulted in the discount rates contained in Exhibit A or the exclusions and limitations contained in Exhibit B. BellSouth reserves the right to pursue any and

all legal and/or equitable remedies, including appeals of any decisions. If such appeals or challenges result in changes in the discount rates or exclusions and limitations, the parties agree that appropriate modifications to this Agreement will be made promptly to make its terms consistent with the outcome of the appeal.

3.2 Intermedia may purchase resale services from BellSouth for their own use in operating their business. The resale discount will apply to those services under the following conditions:

3.2.1 Intermedia must resell services to other end users.

3.2.2 Intermedia must order services through resale interfaces, i. e., the Local Carrier Service Center (LCSC) and/or appropriate Resale Account Teams pursuant to Section 3 of the General Terms and Conditions.

3.2.3 Intermedia cannot be an alternative local exchange telecommunications company for the single purpose of selling to themselves.

3.3 The provision of services by BellSouth to Intermedia does not constitute a joint undertaking for the furnishing of any service.

3.4 Intermedia will be the customer of record for all services purchased from BellSouth. Except as specified herein, BellSouth will take orders from, bill and expect payment from Intermedia for all services.

3.5 Intermedia will be BellSouth's single point of contact for all services purchased pursuant to this Agreement. BellSouth shall have no contact with the end user except to the extent provided for herein.

3.6 BellSouth will continue to bill the end user for any services that the end user specifies it wishes to receive directly from BellSouth.

3.7 BellSouth maintains the right to serve directly any end user within the service area of Intermedia. BellSouth will continue to directly market its own telecommunications products and services and in doing so may establish independent relationships with end users of Intermedia.

3.8 Neither Party shall interfere with the right of any person or entity to obtain service directly from the other Party.

3.9 Current telephone numbers may normally be retained by the end user and are assigned to the service furnished. However, neither Party nor the end user has a property right to the telephone number or any other call number designation associated with services furnished by BellSouth, and no right to the continuance of service through any particular central office. BellSouth reserves the right to change such numbers, or the central office designation associated with such numbers, or both, whenever BellSouth deems it necessary to do so in the conduct of its business.

3.10 For the purpose of the resale of BellSouth's telecommunications services by Intermedia, BellSouth will provide Intermedia with an on line access to telephone numbers for reservation on a first come first serve basis. Such reservations of telephone numbers, on a pre-ordering basis shall be for a period of nine (9) days. Intermedia acknowledges that there may be instances where there is a shortage of telephone numbers in a particular Common Language Location Identifier Code (CLLIC) and in such instances BellSouth may request that Intermedia cancel its reservations of numbers. Intermedia shall comply with such request.

Further, upon Intermedia's request, and for the purpose of the resale of BellSouth's telecommunications services by Intermedia, BellSouth will reserve up to 100 telephone numbers per CLLIC, for Intermedia's sole use. Such telephone number reservations shall be valid for ninety (90) days from the reservation date. Intermedia acknowledges that there may be instances where there is a shortage of telephone numbers in a particular CLLIC and in such instances BellSouth shall use its best efforts to reserve for a ninety (90) day period a sufficient quantity of Intermedia's reasonable need in that particular CLLIC.

3.11 BellSouth may provide any service or facility for which a charge is not established herein, as long as it is offered on the same terms to Intermedia.

3.12 Service is furnished subject to the condition that it will not be used for any unlawful purpose.

3.13 Service will be discontinued if any law enforcement agency advises that the service being used is in violation of the law.

3.14 BellSouth can refuse service when it has grounds to believe that service will be used in violation of the law.

3.15 BellSouth accepts no responsibility to any person for any unlawful act committed by Intermedia or its end users as part of providing service to Intermedia for purposes of resale or otherwise.

3.16 BellSouth will cooperate fully with law enforcement agencies with subpoenas and court orders for assistance with BellSouth's end users. Law enforcement agency subpoenas and court orders regarding end users of Intermedia will be directed to Intermedia. BellSouth will bill Intermedia for implementing any requests by law enforcement agencies regarding Intermedia end users.

3.17 The characteristics and methods of operation of any circuits, facilities or equipment provided by any person or entity other than BellSouth shall not:

3.17.1 Interfere with or impair service over any facilities of BellSouth, its affiliates, or its connecting and concurring carriers involved in its service;

3.17.2 Cause damage to BellSouth's plant;

3.17.3 Impair the privacy of any communications; or

3.17.4 Create hazards to any BellSouth employees or the public.

3.18 Intermedia assumes the responsibility of notifying BellSouth regarding less than standard operations with respect to services provided by Intermedia.

3.19 Facilities and/or equipment utilized by BellSouth to provide service to Intermedia remain the property of BellSouth.

3.20 White page directory listings will be provided in accordance with regulations set forth in Section A6 of the General Subscriber Services Tariff and will be available for resale.

3.21 BellSouth provides electronic access to customer record information. Access is provided through the Local Exchange Navigation System (LENS) and the Telecommunications Access Gateway (TAG). Customer Record Information includes but is not limited to, customer specific information in CRIS and RSAG. Intermedia 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 Intermedia 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.

3.22 All costs incurred by BellSouth to develop and implement operational interfaces shall be recovered from Resellers who utilize the services. Charges for use of Operational Support Systems (OSS) shall be as set forth in Exhibit A of this attachment.

3.23 Where available to BellSouth's end users, BellSouth shall provide the following telecommunications services at a discount to allow for voice mail services:

- Simplified Message Desk Interface - Enhanced ("SMDI-E")
- Simplified Message Desk Interface ("SMDI") Message Waiting Indicator ("MWI") stutter dialtone and message waiting light feature capabilities
- Call Forward on Busy/Don't Answer ("CF-B/DA")
- Call Forward on Busy ("CF/B")
- Call Forward Don't Answer ("CF/DA")

Further, BellSouth messaging services set forth in BellSouth's Messaging Service Information Package shall be made available for resale without the wholesale discount.

3.24 BellSouth's Inside Wire Maintenance Service Plans shall be made available for resale at rates, terms and conditions as set forth by BellSouth and without the wholesale discount.

3.25 Recovery of charges associated with implementing Number Portability through monthly charges assessed to end users has been authorized by the FCC. This end user line charge will be billed to Resellers of BellSouth's telecommunications services and will be as filed in FCC No. 1. This charge will not be discounted.

4 **BellSouth's Provision of Services to Intermedia**

4.1 Intermedia agrees that its resale of BellSouth services shall be as follows:

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

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

4.1.3 BellSouth reserves the right to periodically audit services purchased by Intermedia to establish authenticity of use. Such audit shall not occur more than once in a calendar

year. Intermedia shall make any and all records and data available to BellSouth or BellSouth's auditors on a reasonable basis. BellSouth shall bear the cost of said audit.

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

4.3 Intermedia may resell services only within the specific resale service area as defined in its certificate.

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

5 **Maintenance of Services**

5.1 Intermedia will adopt and adhere to the standards contained in the applicable reasonable and non-discriminatory CLEC Work Center Operational Understanding Agreement regarding maintenance and installation of service.

5.2 Services resold under BellSouth's Tariffs and facilities and equipment provided by BellSouth shall be maintained by BellSouth.

5.3 Intermedia or its end users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by BellSouth, other than by connection or disconnection to any interface means used, except with the written consent of BellSouth.

5.4 Intermedia accepts responsibility to notify BellSouth of situations that arise that may result in a service problem.

5.5 Intermedia will be BellSouth's single point of contact for all repair calls on behalf of Intermedia's end users. The parties agree to provide one another with toll-free contact numbers for such purposes.

5.6 Intermedia will contact the appropriate repair centers in accordance with the reasonable and non-discriminatory procedures established by BellSouth.

5.7 For all repair requests, Intermedia accepts responsibility for adhering to BellSouth's reasonable and non-discriminatory prescreening guidelines prior to referring the trouble to BellSouth.

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

5.9 BellSouth reserves the right to contact Intermedia's end users, if deemed necessary, for maintenance purposes.

6 **Establishment of Service**

6.1 After receiving certification as a local exchange company from the appropriate regulatory agency, Intermedia will provide the appropriate BellSouth service center the necessary documentation to

enable BellSouth to establish a master account for Intermedia's resold services. Such documentation shall include the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA") and a tax exemption certificate, if applicable. When necessary deposit requirements are met, BellSouth will begin taking orders for the resale of service.

6.2 Service orders will be in a standard format designated by BellSouth.

6.3 When notification is received from Intermedia that a current end user of BellSouth will subscribe to Intermedia's service, standard service order intervals for the appropriate class of service will apply.

6.4 BellSouth will not require end user confirmation prior to establishing service for Intermedia's end user customer. Intermedia must, however, be able to demonstrate end user authorization upon request.

6.5 Intermedia will be the single point of contact with BellSouth for all subsequent ordering activity resulting in additions or changes to resold services except that BellSouth will accept a request directly from the end user for conversion of the end user's service from Intermedia to BellSouth or will accept a request from another CLEC for conversion of the end user's service from Intermedia to the other LEC. BellSouth will notify Intermedia that such a request has been processed.

6.6 If BellSouth determines that an unauthorized change in local service to Intermedia has occurred, BellSouth will reestablish service with the appropriate local service provider and will assess Intermedia as the CLEC initiating the unauthorized change, the unauthorized change charge described in F.C.C. Tariff No. 1, Section 13 or applicable state tariff. Appropriate nonrecurring charges, as set forth in Section A4. of the General Subscriber Service Tariff, will also be assessed to Intermedia. These charges can be adjusted if Intermedia provides satisfactory proof of authorization.

6.7 In order to safeguard its interest, BellSouth reserves the right to secure the account with a suitable form of security deposit, unless satisfactory credit has already been established.

6.7.1 Such security deposit shall take the form of an irrevocable Letter of Credit or other forms of security acceptable to BellSouth. Any such security deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service.

6.7.2 If a security deposit is required, such security deposit shall be made prior to the inauguration of service.

6.7.3 Such security deposit may not exceed two months' estimated billing.

6.7.4 The fact that a security deposit has been made in no way relieves Intermedia from complying with BellSouth's regulations as to advance payments and the prompt payment of bills on presentation nor does it constitute a waiver or modification of the regular practices of BellSouth providing for the discontinuance of service for non-payment of any sums due BellSouth.

6.7.5 BellSouth reserves the right to increase the security deposit requirements when, in its sole judgment, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the security deposit.

6.7.6 In the event that Intermedia defaults on its account, service to Intermedia will be terminated and any security deposits held will be applied to its account.

6.7.7 Interest on a security deposit shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff.

6.8 BellSouth shall provide to Intermedia notification of an end user's change of local exchange providers in the same manner and time frame it provides such notice to its own retail operations.

7 **Payment And Billing Arrangements**

7.1 Prior to submitting orders to BellSouth for local service, a master account must be established for Intermedia. The Intermedia is required to provide the following before a master account is established: proof of PSC/PUC certification, the Application for Master Account, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA") and a tax exemption certificate, if applicable.

7.2 BellSouth shall bill Intermedia on a current basis all applicable charges and credits.

7.3 Payment of all charges will be the responsibility of Intermedia. Intermedia shall make payment to BellSouth for all services billed. BellSouth is not responsible for payments not received by Intermedia from Intermedia's end user. BellSouth will not become involved in billing disputes that may arise between Intermedia and its end user. Payments made to BellSouth as payment on account will be credited to an accounts receivable master account and not to an end user's account.

7.4 BellSouth will render bills each month on established bill days for each of Intermedia's accounts.

7.5 BellSouth will bill Intermedia, in advance charges for all services to be provided during the ensuing billing period except charges associated with service usage, which charges will be billed in arrears. Charges will be calculated on an individual end user account level, including, if applicable, any charge for usage or usage allowances. BellSouth will also bill Intermedia, and Intermedia will be responsible for and remit to BellSouth, all charges applicable to resold services including but not limited to 911 and E911 charges, telecommunications relay charges (TRS), and franchise fees.

7.6 The payment will be due by the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available funds. Payment is considered to have been made when received by BellSouth.

7.6.1 If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment penalty, as set forth in section 7.8 following, shall apply.

7.6.2 If Intermedia requests multiple billing media or additional copies of bills, BellSouth will provide these at an appropriate charge to Intermedia.

7.6.3 Billing Disputes

7.6.3.1 Each Party agrees to notify the other Party upon the discovery of a billing dispute. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the Bill Date on which such disputed charges appear. Resolution of the dispute is expected to occur at the first level of management resulting in a recommendation for settlement of the dispute and closure of a specific billing period. If the issues are not resolved within the allotted time frame, the following resolution procedure will begin:

7.6.3.2 If the dispute is not resolved within sixty (60) days of the Bill Date, the dispute will be escalated to the second level of management for each of the respective Parties for resolution. If the dispute is not resolved within ninety (90) days of the Bill Date, the dispute will be escalated to the third level of management for each of the respective Parties for resolution

7.6.3.3 If the dispute is not resolved within one hundred and twenty (120) days of the Bill Date, the dispute will be escalated to the fourth level of management for each of the respective Parties for resolution.

7.6.3.4 If a Party disputes a charge and does not pay such charge by the payment due date, such charges shall be subject to late payment charges as set forth in the Late Payment Charges provision of this Attachment. If a Party disputes charges and the dispute is resolved in favor of such Party, the other Party shall credit the bill of the disputing Party for the amount of the disputed charges along with any late payment charges assessed no later than the second Bill Date after the resolution of the dispute. Accordingly, if a Party disputes charges and the dispute is resolved in favor of the other Party, the disputing Party shall pay the other Party the amount of the disputed charges and any associated late payment charges assessed no later than the second bill payment due date after the resolution of the dispute. BellSouth shall only assess interest on previously assessed late payment charges in a state where it has authority pursuant to its tariffs.

7.7 Upon proof of tax exempt certification from Intermedia, the total amount billed to Intermedia will not include any taxes due from the end user to reflect the tax exempt certification and local tax laws. Intermedia will be solely responsible for the computation, tracking, reporting, and payment of taxes applicable to Intermedia's end user.

7.8 If any portion of the payment is received by BellSouth after the payment due date as set forth preceding, or if any portion of the payment is received by BellSouth in funds that are not immediately available to BellSouth, then a late payment penalty shall be due to BellSouth. The late payment penalty shall be the portion of the payment not received by the payment due date times a late factor and will be applied on a per bill basis. The late factor shall be as set forth in Section A2 of the General Subscriber Services Tariff and Section B2 of the Private Line Service Tariff.

7.9 Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to, BellSouth. No additional charges are to be assessed to Intermedia

7.10 BellSouth will not perform billing and collection services for Intermedia as a result of the execution of this Agreement. All requests for billing services should be referred to the appropriate entity or operational group within BellSouth.

7.11 Pursuant to 47 CFR Section 51.617, BellSouth will bill Intermedia end user common line charges identical to the end user common line charges BellSouth bills its end users.

7.12 In general, BellSouth will not become involved in disputes between Intermedia and Intermedia's end user customers over resold services. If a dispute does arise that cannot be settled without the involvement of BellSouth, Intermedia shall contact the designated Service Center for resolution. BellSouth will make every effort to assist in the resolution of the dispute and will work with Intermedia to resolve the matter in as timely a manner as possible. Intermedia may be required to submit documentation to substantiate the claim.

8 **Discontinuance of Service**

8.1 The procedures for discontinuing service to an end user are as follows:

8.1.1 Where possible, BellSouth will deny service to Intermedia's end user on behalf of, and at the request of, Intermedia. Upon restoration of the end user's service, restoral charges will apply and will be the responsibility of Intermedia.

8.1.2 At the request of Intermedia, BellSouth will disconnect a Intermedia end user customer.

8.1.3 All requests by Intermedia for denial or disconnection of an end user for nonpayment must be in writing.

8.1.4 Intermedia will be made solely responsible for notifying the end user of the proposed disconnection of the service.

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

8.1.6 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 an end user or an end user's CLEC at the same address served by the denied facility.

8.2 The procedures for discontinuing service to Intermedia are as follows:

8.2.1 BellSouth reserves the right to suspend or terminate service for nonpayment or in the event of prohibited, unlawful or improper use of the facilities or service, abuse of the facilities, or any other violation or noncompliance by Intermedia of the rules and regulations of BellSouth's Tariffs.

8.2.2 If payment of account is not received by the bill day in the month after the original bill day, BellSouth may provide written notice to Intermedia, that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. In addition BellSouth may, at the same time, give thirty days notice to the person designated by Intermedia to receive notices of noncompliance, and discontinue the provision of existing services to Intermedia at any time thereafter.

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

8.2.4 If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice and Intermedia's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to Intermedia without further notice.

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

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

9 **Line Information Database (LIDB)**

9.1 BellSouth will store in its Line Information Database (LIDB) records relating to service only in the BellSouth region. The LIDB Storage Agreement is included in this Attachment as Exhibit C.

9.2 BellSouth will provide LIDB Storage upon written request to Intermedia Account Manager stating requested activation date.

10 **RAO Hosting**

10.1 The RAO Hosting Agreement is included in this Attachment as Exhibit D. Rates for BellSouth's Centralized Message Distribution System (CMDS) are as set forth in Exhibit H of this Attachment.

10.2 BellSouth will provide RAO Hosting upon written request to its Account Manager stating requested activation date.

11 **Optional Daily Usage File (ODUF)**

11.1 The Optional Daily Usage File (ODUF) Agreement with terms and conditions is included in this Attachment as Exhibit E. Rates for ODUF are as set forth in Exhibit H of this Attachment.

11.2 BellSouth will provide Optional Daily Usage File (ODUF) service upon written request to its Account Manager stating requested activation date.

12 **Enhanced Optional Daily Usage File (EODUF)**

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

12.2 BellSouth will provide Enhanced Optional Daily Usage File (EODUF) service upon written request to its Account Manager stating requested activation date.

13 **Calling Name Delivery (CNAM) Database Service**

13.1 Calling Name Delivery (CNAM) Database Service Agreement is included in this Attachment as Exhibit F. Rates for CNAM are as set forth in Exhibit H of this Attachment.

13.2 BellSouth will provide Calling Name Delivery (CNAM) Database service upon written request to its Account Manager stating requested activation date.

EXHIBIT A

APPLICABLE DISCOUNTS

The telecommunications services available for purchase by Intermedia for the purposes of resale to Intermedia end users shall be available at the following discount off of the retail rate.

	DISCOUNT*		
STATE	**RESIDENCE**	**BUSINESS**	**CSAs*** **
ALABAMA	16.3%	16.3%	
FLORIDA	21.83%	16.81%	
GEORGIA	20.3%	17.3%	
KENTUCKY	16.79%	15.54%	
LOUISIANA	20.72%	20.72%	9.05%
MISSISSIPPI	15.75%	15.75%	
NORTH CAROLINA	21.5%	17.6%	
SOUTH CAROLINA	14.8%	14.8%	8.98%
TENNESSEE**	16%	16%	

* When a CLEC provides Resale service in a cross boundary area (areas that are part of the local serving area of another state's exchange) the rates, regulations and discounts for the tariffing state will apply. Billing will be from the serving state.

** In Tennessee, if CLEC provides its own operator services and directory services, the discount shall be 21.56%. CLEC must provide written notification to BellSouth within 30 days prior to providing its own operator services and directory services to qualify for the higher discount rate of 21.56%.

*** Unless noted in this column, the discount for Business will be the applicable discount rate for CSAs.

OPERATIONAL SUPPORT SYSTEMS (OSS) RATES

BellSouth has developed and made available the following mechanized systems by which Intermedia may submit LSRs electronically.

LENS	Local Exchange Navigation System
EDI	Electronic Data Interface
EDI-PC	Electronic Data Interface – Personal Computer
TAG	Telecommunications Access Gateway

LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic ordering charge as specified in the Table below. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (mail, fax, courier, etc.) will incur a manual order charge as specified in the table below:

OPERATIONAL SUPPORT SYSTEMS (OSS) RATES	**Electronic** **Per LSR received from the CLEC by one of the OSS interactive interfaces**	**Manual** **Per LSR received from the CLEC by means other than one of the OSS interactive interfaces**
OSS LSR Charge	**$3.50**	**$19.99**
USOC	**SOMEC**	**SOMAN**

Note: In addition to the OSS charges, applicable discounted service order and related discounted charges apply per the tariff.

DENIAL/RESTORAL OSS CHARGE

In the event Intermedia provides a list of customers to be denied and restored, rather than an LSR, each location on the list will require a separate PON and, therefore will be billed as one LSR per location.

CANCELLATION OSS CHARGE

Intermedia will incur an OSS charge for an accepted LSR that is later canceled by Intermedia.

Note: Supplements or clarifications to a previously billed LSR will not incur another OSS charge.

THRESHOLD BILLING PLAN

The Parties agree that Intermedia will incur the mechanized rate for all LSRs, both mechanized and manual, if the percentage of mechanized LSRs to total LSRs meets or exceeds the threshold percentages shown below:

Year	Ratio: Mechanized/Total LSRs
2001	90%

The threshold plan will be discontinued in 2002.

BellSouth will track the total LSR volume for each CLEC for each quarter. At the end of that time period, a Percent Electronic LSR calculation will be made for that quarter based on the LSR data tracked in the LCSC. If this percentage exceeds the threshold volume, all of that CLECs' future manual LSRs will be billed at the mechanized LSR rate. To allow time for obtaining and analyzing the data and updating the billing system, this billing change

will take place on the first day of the second month following the end of the quarter (e.g. May 1 for 1Q, Aug 1 for 2Q, etc.). There will be no adjustments to the amount billed for previously billed LSRs.

Exhibit B
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EXCLUSIONS AND LIMITATIONS ON SERVICES AVAILABLE FOR RESALE

	Type of Service	AL		FL		GA		KY		LA	
		Resale?	Discount?	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?	Resale?	Discou
1	Grandfathered Services (Note 1)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2	Contract Service Arrangements	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
3	Promotions - > 90 Days(Note 2)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
4	Promotions - < 90 Days (Note 2)	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
5	Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	Note 4	Note 4	Yes	Yes
6	911/E911 Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No
7	N11 Services	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	No
8	AdWatch℠ Svc (See Note 6)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
9	MemoryCall® Service	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
10	Mobile Services	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
11	Federal Subscriber Line Charges	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
12	Non-Recurring Charges	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
13	End User Line Charge – Number Portability	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No

	Type of Service	MS		NC		SC		TN	
		Resale?	Discount?	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?
1	Grandfathered Services (Note 1)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2	Contract Service Arrangements	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
3	Promotions - > 90 Days(Note 2)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Note 3
4	Promotions - < 90 Days (Note 2)	Yes	No	Yes	No	Yes	No	Yes	No
5	Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Note 4
6	911/E911 Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
7	N11 Services	No	No	No	No	Yes	Yes	Yes	Yes
8	AdWatch℠ Svc (See Note 6)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
9	MemoryCall® Service	Yes	No	Yes	No	Yes	No	Yes	No
10	Mobile Services	Yes	No	Yes	No	Yes	No	Yes	No
11	Federal Subscriber Line Charges	Yes	No	Yes	No	Yes	No	Yes	No
12	Non-Recurring Charges	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
13	End User Line Charge – Number Portability	Yes	No	Yes	No	Yes	No	Yes	No

Applicable Notes:

1 **Grandfathered services** can be resold only to existing subscribers of the grandfathered service.

2 Where available for resale, **promotions** will be made available only to end users who would have qualified for the promotion had it been provided by BellSouth directly.

3 In Tennessee, long-term **promotions** (offered for more than ninety (90) days) may be obtained at one of the following rates:
(a) the stated tariff rate, less the wholesale discount;
(b) the promotional rate (the promotional rate offered by BellSouth will not be discounted further by the wholesale discount rate)

EXHIBIT B
Page 2 of 2

4. **Lifeline/Link Up** services may be offered only to those subscribers who meet the criteria that BellSouth currently applies to subscribers of these services. In Kentucky, the Intermedia is responsible for funding its own Lifeline and Link Up benefit. In Tennessee, Intermedia shall purchase BellSouth's Message Rate Service at the stated tariff rate, less the wholesale discount. Intermedia must further discount the wholesale Message Rate Service to Lifeline customers with a discount which is no less than the minimum discount that BellSouth now provides. Intermedia is responsible for recovering the Subscriber Line Charge from the National Exchange Carriers Association interstate toll settlement pool just as BellSouth does today. The maximum rate that Intermedia may charge for Lifeline Service shall be capped at the flat retail rate offered by BellSouth.
5 Some of BellSouth's local exchange and toll telecommunications services are not available in certain central offices and areas.
6 AdWatch^{SM} Service is tariffed as BellSouth® AIN Virtual Number Call Detail Service.

LINE INFORMATION DATA BASE (LIDB) STORAGE AGREEMENT

I. SCOPE

A. This Agreement sets forth the terms and conditions pursuant to which BST agrees to store in its LIDB certain information at the request of the Local Exchange Company and pursuant to which BST, its LIDB customers and Local Exchange Carrier shall have access to such information. Local Exchange Carrier understands that BST provides access to information in its LIDB to various telecommunications service providers pursuant to applicable tariffs and agrees that information stored at the request of Local Exchange Carrier, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained in the attached Addendum(s) are hereby made a part of this Agreement as if fully incorporated herein.

B. LIDB is accessed for the following purposes:

1. Billed Number Screening
2. Calling Card Validation
3. Fraud Control

C. BST will provide seven days per week, 24-hours per day, fraud monitoring on Calling Cards, bill-to-third and collect calls made to numbers in BST's LIDB, provided that such information is included in the LIDB query. BST will establish fraud alert thresholds and will notify the Local Exchange Company of fraud alerts so that the Local Exchange Company may take action it deems appropriate. Local Exchange Company understands and agrees BST will administer all data stored in the LIDB, including the data provided by Local Exchange Company pursuant to this Agreement, in the same manner as BST's data for BST's end user customers. BST shall not be responsible to Local Exchange Company for any lost revenue which may result from BST's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BST in its sole discretion from time to time.

Local Exchange Company understands that BST currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses. Local Exchange Company further understands that these billing and collection customers of BST query BST's LIDB to determine whether to accept various billing options from end users. Additionally, Local Exchange Company understands that presently BST has no method to differentiate between BST's own billing and line data in the LIDB and such data which it includes in the LIDB on Local Exchange Company's behalf pursuant to this Agreement. Therefore, until such time as BST can and does implement in its LIDB and its supporting systems the means to differentiate Local Exchange Company's data from BST's data and the parties to this Agreement execute appropriate amendments hereto, the following terms and conditions shall apply:

(a) The Local Exchange Company agrees that it will accept responsibility for telecommunications services billed by BST for its billing and collection customers for Local Exchange Customer's end user accounts which are resident in LIDB pursuant to this Agreement. Local Exchange Company authorizes BST to place such charges on Local Exchange Company's bill from BST and agrees that it shall pay all such charges. Charges for which Local Exchange Company hereby takes responsibility include, but are not limited to, collect and third number calls.

(b) Charges for such services shall appear on a separate BST bill page identified with the name of the entity for which BST is billing the charge.

(c) Local Exchange Company shall have the responsibility to render a billing statement to its end users for these charges, but Local Exchange Company's obligation to pay BST for the charges billed shall be independent of whether Local Exchange Company is able or not to collect from the Local Exchange Company's end users.

(d) BST shall not become involved in any disputes between Local Exchange Company and the entities for which BST performs billing and collection. BellSouth will not issue adjustments for charges billed on behalf of an entity to Local Exchange Company. It shall be the responsibility of the Local Exchange Company and the other entity to negotiate and arrange for any appropriate adjustments.

II. TERM

This Agreement will be effective as of _____, 200 __, and will continue in effect for one year, and thereafter may be continued until terminated by either party upon thirty (30) days written notice to the other party.

III. FEES FOR SERVICE AND TAXES

A. The Local Exchange Company will not be charged a fee for storage services provided by BST to the Local Exchange Company, as described in Section I of this Agreement.

B. Sales, use and all other taxes (excluding taxes on BST's income) determined by BST or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by the Local Exchange Company. The Local Exchange Company shall have the right to have BST contest with the imposing jurisdiction, at the Local Exchange Company's expense, any such taxes that the Local Exchange Company deems are improperly levied.

IV. INDEMNIFICATION

To the extent not prohibited by law, each party will indemnify the other and hold the other harmless against any loss, cost, claim, injury, or liability relating to or arising out of negligence or willful misconduct by the indemnifying party or its agents or contractors in connection with the indemnifying party's provision of services, provided, however, that any indemnity for any loss, cost, claim, injury or liability arising out of or relating to errors or omissions in the provision of services under this Agreement shall be limited as otherwise specified in this Agreement. The indemnifying party under this Section agrees to defend any suit brought against the other party for any such loss, cost, claim, injury or liability. The indemnified party agrees to notify the other party promptly, in writing, of any written claims, lawsuits, or demands for which the other party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying party shall not be liable under this Section for settlement by the indemnified party of any claim, lawsuit, or demand unless the defense of the claim, lawsuit, or demand has been tendered to it in

writing and the indemnifying party has unreasonably failed to assume such defense.

V. LIMITATION OF LIABILITY

Neither party shall be liable to the other party for any lost profits or revenues or for any indirect, incidental or consequential damages incurred by the other party arising from this Agreement or the services performed or not performed hereunder, regardless of the cause of such loss or damage.

VI. MISCELLANEOUS

A. It is understood and agreed to by the parties that BST may provide similar services to other companies.

B. All terms, conditions and operations under this Agreement shall be performed in accordance with, and subject to, all applicable local, state or federal legal and regulatory tariffs, rulings, and other requirements of the federal courts, the U. S. Department of Justice and state and federal regulatory agencies. Nothing in this Agreement shall be construed to cause either party to violate any such legal or regulatory requirement and either party's obligation to perform shall be subject to all such requirements.

C. The Local Exchange Company agrees to submit to BST all advertising, sales promotion, press releases, and other publicity matters relating to this Agreement wherein BST's corporate or trade names, logos, trademarks or service marks or those of BST's affiliated companies are mentioned or language from which the connection of said names or trademarks therewith may be inferred or implied; and the Local Exchange Company further agrees not to publish or use advertising, sales promotions, press releases, or publicity matters without BST's prior written approval.

D. This Agreement constitutes the entire agreement between the Local Exchange Company and BST which supersedes all prior agreements or contracts, oral or written representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.

E. Except as expressly provided in this Agreement, if any part of this Agreement is held or construed to be invalid or unenforceable, the validity of any other Section of this Agreement shall remain in full force and effect to the extent permissible or appropriate in furtherance of the intent of this Agreement.

F. Neither party shall be held liable for any delay or failure in performance of any part of this Agreement for any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.

G. This Agreement shall be deemed to be a contract made under the laws of the State of Georgia, and the construction, interpretation and performance of this Agreement and all transactions hereunder shall be governed by the domestic law of such State.

RESALE ADDENDUM
TO LINE INFORMATION DATA BASE (LIDB)
STORAGE AGREEMENT

This is a Resale Addendum to the Line Information Data Base Storage Agreement dated _____, 200 __, between BellSouth Telecommunications, Inc. ("BST"), and Local Exchange Company ("Local Exchange Company"), effective the _____ day of _____, 200 __.

I. GENERAL

This Addendum sets forth the terms and conditions for Local Exchange Company's provision of billing number information to BST for inclusion in BST's LIDB. BST will store in its LIDB the billing number information provided by Local Exchange Company, and BST will provide responses to on-line, call-by-call queries to this information for purposes specified in Section I.B. of the Agreement.

II. DEFINITIONS

A. Billing number - a number used by BST for the purpose of identifying an account liable for

charges. This number may be a line or a special billing number.

B. Line number - a ten digit number assigned by BST that identifies a telephone line associated with a resold local exchange service, or with a SPNP arrangement.

C. Special billing number - a ten digit number that identifies a billing account established by BST in connection with a resold local exchange service or with a SPNP arrangement.

D. Calling Card number - a billing number plus PIN number assigned by BST.

E. PIN number - a four digit security code assigned by BST which is added to a billing number to compose a fourteen digit calling card number.

F. Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by the Local Exchange Company.

G. Billed Number Screening - refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.

H. Calling Card Validation - refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.

I. Billing number information - information about billing number or Calling Card number as assigned by BST and toll billing exception indicator provided to BST by the Local Exchange Company.

III. RESPONSIBILITIES OF PARTIES

A. BST will include billing number information associated with resold exchange lines or SPNP arrangements in its LIDB. The Local Exchange Company will request any toll billing exceptions via the Local Service Request (LSR) form used to order resold exchange lines, or the SPNP service request form used to order SPNP arrangements.

B. Under normal operating conditions, BST shall include the billing number information in its LIDB upon completion of the service order establishing either the resold local exchange service or the SPNP arrangement, provided that BST shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused by circumstances or conditions beyond BST's reasonable control. BST

will store in its LIDB an unlimited volume of the working telephone numbers associated with either the resold local exchange lines or the SPNP arrangements. For resold local exchange lines or for SPNP arrangements, BST will issue line-based calling cards only in the name of Local Exchange Company. BST will not issue line-based calling cards in the name of Local Exchange Company's individual end users. In the event that Local Exchange Company wants to include calling card numbers assigned by the Local Exchange Company in the BST LIDB, a separate agreement is required.

C. BST will provide responses to on-line, call-by-call queries to the stored information for the specific purposes listed in the next paragraph.

D. BST is authorized to use the billing number information to perform the following functions for authorized users on an on-line basis:

1. Validate a 14 digit Calling Card number where the first 10 digits are a line number or special billing number assigned by BST, and where the last four digits (PIN) are a security code assigned by BST.

2. Determine whether the Local Exchange Company has identified the billing number as one which should not be billed for collect or third number calls, or both.

RAO Hosting

1 RAO Hosting, Calling Card and Third Number Settlement System (CATS) and Non-Intercompany Settlement System (NICS) services provided to Intermedia by BellSouth will be in accordance with the methods and practices regularly adopted and applied by BellSouth to its own operations during the term of this Agreement, including such revisions as may be made from time to time by BellSouth.

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

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

4 Intermedia must have its own unique RAO code. Requests for establishment of RAO status where BellSouth is the selected Centralized Message Distribution System (CMDS) interfacing host, require written notification from Intermedia to the BellSouth RAO Hosting coordinator at least eight (8) weeks prior to the proposed effective date. The proposed effective date will be mutually agreed upon between the Parties with consideration given to time necessary for the completion of required Telcordia (formerly BellCore) functions. BellSouth will request the assignment of an RAO code from its connecting contractor, currently Telcordia (formerly BellCore), on behalf of Intermedia and will coordinate all associated conversion activities.

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

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

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

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

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

10 Transmission of message data between BellSouth and Intermedia will be via CONNECT:Direct.

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

12 Intermedia will ensure that the recorded message detail necessary to recreate files provided to BellSouth will be maintained for back-up purposes for a period of three (3) calendar months beyond the related message dates.

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

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

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

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

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

18 RAO Compensation

18.1 Rates for message distribution service provided by BellSouth for Intermedia are as set forth in Exhibit A to this Attachment.

18.2 Rates for data transmission associated with message distribution service are as set forth in Exhibit A to this Attachment .

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

18.4 All equipment, including modems and software, that is required on the Intermedia end for the purpose of data transmission will be the responsibility of Intermedia.

19 Intercompany Settlements Messages

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

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

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

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

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

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

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

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

Optional Daily Usage File

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

2 The Intermedia shall furnish all relevant information required by BellSouth for the provision of the Optional Daily Usage File.

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

Charges for delivery of the Optional Daily Usage File will appear on the Intermedia's monthly bills. The charges are as set forth in Exhibit A to this Attachment.

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

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

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

6.1 Usage To Be Transmitted

6.1.1 The following messages recorded by BellSouth will be transmitted to the Intermedia:

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

- measured billable Local

- Directory Assistance messages

- intraLATA Toll

- WATS & 800 Service

-N11

-Information Service Provider Messages

-Operator Services Messages

-Operator Services Message Attempted Calls (UNE only)

-Credit/Cancel Records

-Usage for Voice Mail Message Service

6.1.2 Rated Incollects (originated in BellSouth and from other companies) can also be on Optional Daily Usage File. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.

6.1.3 BellSouth will perform duplicate record checks on records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to Intermedia.

6.1.4 In the event that Intermedia detects a duplicate on Optional Daily Usage File they receive from BellSouth, Intermedia will drop the duplicate message (Intermedia will not return the duplicate to BellSouth).

6.2 Physical File Characteristics

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

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

6.3 Packing Specifications

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

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

THE DATA WILL BE PACKED USING ATIS EMI RECORDS.

6.4 Pack Rejection

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

6.5 Control Data

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

6.6 Testing

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

Enhanced Optional Daily Usage File

1 Upon written request from Intermedia, BellSouth will provide the Enhanced Optional Daily Usage File (EODUF) service to Intermedia pursuant to the terms and conditions set forth in this section. EODUF will only be sent to existing ODUF subscribers who request the EODUF option.

2 The Intermedia shall furnish all relevant information required by BellSouth for the provision of the Enhanced Optional Daily Usage File.

3 The Enhanced Optional Daily Usage File (EODUF) will provide usage data for local calls originating from resold Flat Rate Business and Residential Lines.

Charges for delivery of the Enhanced Optional Daily Usage File will appear on the Intermedia's monthly bills. The charges are as set forth in Exhibit A to this Attachment.

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

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

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

6.1 Usage To Be Transmitted

6.1.1 The following messages recorded by BellSouth will be transmitted to Intermedia:

Customer usage data for flat rated local call originating from CLEC end user lines (1FB or 1FR). The EODUF record for flat rate messages will include:

Date of Call
From Number
To Number
Connect Time
Conversation Time
Method of Recording
From RAO
Rate Class
Message Type
Billing Indicators
Bill to Number

6.1.2 BellSouth will perform duplicate record checks on EODUF records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to Intermedia.

6.1.3 In the event that Intermedia detects a duplicate on Enhanced Optional Daily Usage File they receive from BellSouth, Intermedia will drop the duplicate message (Intermedia will not return the duplicate to BellSouth).

6.2 Physical File Characteristics

6.2.1 The Enhanced Optional Daily Usage Feed will be distributed to Intermedia over their existing Optional Daily Usage File (ODUF) feed. The EODUF messages will be intermingled among Intermedia's Optional Daily Usage File (ODUF) messages. The EODUF will be a variable block format (2476) with an LRECL of 2472. The data on the EODUF will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays).

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

6.3 Packing Specifications

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

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

THE DATA WILL BE PACKED USING ATIS EMI RECORDS.

CALLING NAME DELIVERY (CNAM) DATABASE SERVICES

1.00 DEFINITIONS

For the purpose of this Attachment, the following terms shall be defined as:

CALLING NAME DELIVERY DATABASE SERVICE (CNAM) - The ability to associate a name with the calling party number, allowing the end user subscriber (to which a call is being terminated) to view the calling party's name before the call is answered. This service also provides Intermedia the opportunity to load and store its subscriber names in the BellSouth CNAM SCPs.

CALLING PARTY NUMBER (CPN) - The number of the calling party that is delivered to the terminating switch using common channel signaling system 7 (CCS7) technology, and that is contained in the Initial Address Message (IAM) portion of the CCS7 call setup.

COMMON CHANNEL SIGNALING SYSTEM 7 (CCS7) - A network signaling technology in which all signaling information between two or more nodes is transmitted over high-speed data links, rather than over voice circuits.

SERVICE CONTROL Points (SCPs) - The real-time data base systems that contain the names to be provided in response to queries received from CNAM SSTs.

SERVICE MANAGEMENT SYSTEM (SMS) - The main operations support system of CNAM DATABASE SERVICE. CNAM records are loaded into the SMS, which in turn downloads into the CNAM SCP.

SERVICE SWITCHING Points (SSTs) - Features of computerized switches in the telephone network that determine that a terminating line has subscribed to CNAM service, and then communicate with CNAM SCPs in order to provide the name associated with the calling party number.

SUBSYSTEM NUMBER (SSN) - The address used in the Signaling Connection Control Part (SCCP) layer of the SS7 protocol to designate an application at an end signaling point. A SSN for CNAM at the end office designates the CNAM application within the end office. BellSouth uses the CNAM SSN of 232.

2.0 ATTACHMENT

2.01 This Attachment contains the terms and conditions where BellSouth will provide to the Intermedia access to the BellSouth CNAM SCP for query or record storage purposes.

2.02 Intermedia shall submit to BellSouth a notice of its intent to access and utilize BellSouth CNAM Database Services pursuant to the terms and conditions of this Attachment. Said notice shall be in writing, no less than 60 days prior to Intermedia's access to BellSouth's CNAM Database Services and shall be addressed to Intermedia's Account Manager.

3.00 PHYSICAL CONNECTION AND COMPENSATION

3.01 BellSouth's provision of CNAM Database Services to Intermedia requires interconnection from Intermedia Intermedia to BellSouth CNAM Service Control Points (SCPs). Such interconnections shall be established

pursuant to Attachment 3 of this Agreement . The appropriate charge for access to and use of the BellSouth CNAM Database service shall be as set forth in this Attachment.

3.02 In order to formulate a CNAM query to be sent to the BellSouth CNAM SCP, Intermedia Intermedia shall provide its own CNAM SSP. Intermedia's Intermedia CNAM SSPs must be compliant with TR-NWT-001188, "CLASS Calling Name Delivery Generic Requirements".

3.03 If Intermedia elects to access the BellSouth CNAM SCP via a third party CCS7 transport provider, the third party CCS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia (formerly BellCore)'s CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish CCS7 interconnection at the BellSouth Local Signal Transfer Points (LSTPs) serving the BellSouth CNAM SCPs that Intermedia desires to query.

3.04 Out-Of-Region Customers. If the customer queries the BellSouth CNAM SCP via a third party national SS7 transport provider, the third party SS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Bellcore's CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish SS7 interconnection at one or more of the BellSouth Gateway Signal Transfer Points (STPs). The payment of all costs associated with the transport of SS7 signals via a third party will be established by mutual agreement of the parties and writing shall, by this reference become an integral part of this Agreement.

4.00 CNAM RECORD INITIAL LOAD AND UPDATES

4.01 The mechanism to be used by Intermedia for initial CNAM record load and/or updates shall be determined by mutual agreement. The initial load and all updates shall be provided by Intermedia in the BellSouth specified format and shall contain records for every working telephone number that can originate phone calls. It is the responsibility of Intermedia to provide accurate information to BellSouth on a current basis.

4.02 Updates to the SMS shall occur no less than once a week, reflect service order activity affecting either name or telephone number, and involve only record additions, deletions or changes.

4.03 Intermedia CNAM records provided for storage in the BellSouth CNAM SCP shall be available, on a SCP query basis only, to all parties querying the BellSouth CNAM SCP. Further, CNAM service shall be provided by each party consistent with state and/or federal regulation.

BELLSOUTH/INTERMEDIA
TENNESSEE

Attachment 1
Exhibit E

RESALE DISCOUNTS AND RATES

		ALABAMA	FLORIDA	GEORGIA	KENTUCKY	LOUISIANA	MISSISSIPPI	NORTH CAROLINA	SOUTH CAROLINA	TENNESSEE
APPLICABLE DISCOUNTS										
RESIDENCE		16.3%	21.83%	20.3%	16.79%	20.72%	15.75%	21.5%	14.8%	16%
BUSINESS		16.3%	16.81%	17.3%	15.54%	20.72%	15.75%	17.6%	14.8%	16%
CSAs*						9.05%			8.98%	
* Unless noted in this row, the discount for Business will be the applicable discount rate for CSAs.										
OPERATIONAL SUPPORT SYSTEMS (OSS) RATES										
ELEMENT	USOC									
Electronic LSR	SOMEC	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50	$3.50
Manual LSR	SOMAN	$19.99	$19.99	$19.99	$19.99	$19.99	$19.99	$19.99	$19.99	$19.99
ODUF/EODUF/CMDS RATES										
ENHANCED OPTION DAILY USAGE FILE (EODUF)										
EODUF: Message Processing, per message		$0.004	$0.222451	$0.0034555	$0.004	$0.004	$0.004	$0.004	$0.004	$0.004
OPTIONAL DAILY USAGE FILE (ODUF)										
ODUF: Recording, per message		$0.0002	$0.0000068	$0.0001275	$0.0008611	$0.00019	$0.0001179	$0.0003	$0.0002862	$0.0000044
ODUF: Message Processing, per message		$0.0033	$0.006614	$0.0082548	$0.0032357	$0.0024	$0.0032089	$0.0032	$0.0032344	$0.0027366
ODUF: Message Processing, per Magnetic Tape provisioned		$55.19	$48.77	$28.85	$55.68	$47.30	$54.62	$54.61	$54.72	$52.75
ODUF: Data Transmission (CONNECT:DIRECT), per msg		$0.00004	$0.00010772	$0.0000434	$0.0000365	$0.00003	$0.0000354	$0.0004	$0.0000357	$0.0000339

Attachment 2

Network Elements and Other Services

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ACCESS TO NETWORK ELEMENTS AND OTHER SERVICES

1. INTRODUCTION

1.1 Network Element is defined to mean a facility or equipment used in the provision of a telecommunications service. Such term may include, but is not limited to, features, functions, and capabilities that are provided by means of such facility or equipment, including but not limited to, subscriber numbers, databases, signaling systems, and information sufficient for billing and collection or used in the transmission, routing, or other provision of a telecommunications service. BellSouth offers access to the Network Elements, unbundled loops; network interface device; sub-loop elements; local switching; transport; tandem switching; operator systems; signaling; access to call-related databases; dark fiber as set forth in this Attachment.

1.2 BellSouth shall, upon request of Intermedia, and to the extent technically feasible, provide to Intermedia access to its network elements for the provision of Intermedia's telecommunications service. If no rate is identified in this Agreement, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

1.3 Intermedia may purchase network elements and other services from BellSouth for the purpose of combining such network elements in any manner Intermedia chooses to provide telecommunication services to its intended users, including recreating existing BellSouth services. With the exception of the sub-loop elements that are located outside of the central office, BellSouth shall deliver the network elements purchased by Intermedia for combining to the designated Intermedia collocation space. The network elements shall be provided as set forth in this Attachment.

1.4 BellSouth will provide the following combined network elements for purchase by Intermedia. The rate of the following combined network elements is the sum of the individual network element prices as set forth in this Attachment. Order Coordination as defined in Section 2 of Attachment 2 of this Agreement is available for all such combinations. Available combinations of network elements include, but are not limited to:

- SL2 loop and cross connect
- Port and cross connect
- Port and cross connect and common (shared) transport

- Port and vertical features
- SL2 Loop with loop concentration
- Port and common (shared) transport
- SL2 Loop and LNP

1.5 BellSouth shall comply with the requirements as set forth in the technical references within Attachment 2 to the extent that they are consistent with the greater of BellSouth's actual performance or applicable industry standards.

1.6 In the event that any effective legislative, regulatory, judicial or other legal action modifies or redefines the "Network Elements" in a manner which materially affects the terms of this Attachment or the Network Elements and/or prices set forth herein, either Party may, on thirty (30) days written notice, require renegotiation of such terms, and the Parties shall renegotiate in good faith such new terms in accordance with such legislative, regulatory, judicial or other legal action. In the event such new terms are not renegotiated within ninety (90) days after the notice for renegotiation, either Party may petition the Commission for resolution of the dispute between the Parties. Each Party reserves the right to seek judicial review of any Commission ruling concerning this Attachment.

1.7 Intermedia will adopt and adhere to the standards contained in the applicable reasonable and non-discriminatory CLEC Work Center Operational Understanding Agreement regarding maintenance and installation of service.

1.8 BellSouth will provide reasonable and nondiscriminatory access to Network Elements on an unbundled basis, pursuant to the terms, conditions and rates set forth in this attachment, and in accordance with all effective rules and decisions of the FCC and the Commission.

1.9 BellSouth will provide combinations of unbundled network elements in accordance with Sections 18, 19 and 20 hereof.

2. UNBUNDLED LOOPS

2.1 BellSouth agrees to offer access to loops pursuant to the following terms and conditions and at the rates set forth in this Attachment.

2.2 Definition

2.2.1 The local loop network element is defined as a transmission facility between a distribution frame (or its equivalent) in an incumbent LEC central office and the loop demarcation point at an end-user customer premises, including inside wire

owned by the incumbent LEC. The local loop network element includes all features, functions, and capabilities of such transmission facility. Those features, functions, and capabilities include, but are not limited to, Dark Fiber, attached electronics (except those electronics used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), and loop conditioning. The local loop includes, but is not limited to, DSl, DS3, fiber, and other high capacity loops. Unless otherwise requested, all loops will be provisioned with a Network Interface Device ("NID").

2.2.2 The provisioning of service to a CLEC will require cross-office cabling and cross-connections within the central office to connect the loop to a local switch or to other transmission equipment in collocation space. These cross-connects are a separate element and are not considered a part of the loop.

2.2.3 BellSouth Order Coordination referenced in Attachment 2 includes two types: "Order Coordination" and "Order Coordination - Time Specific."

2.2.4 "Order Coordination" refers to standard BellSouth service order coordination involving SL2 voice loops and all digital loops. Order coordination for physical conversions will be scheduled at BellSouth's discretion during normal working hours on the committed due date and Intermedia advised.

2.2.5 "Order Coordination – Time Specific" refers to service order coordination in which Intermedia requests a specific time for a service order conversion to take place. Loops on a single service order of 14 or more loops will be provisioned on a project basis. This is a chargeable option for any coordinated order and is billed in addition to the OC charge. Intermedia may specify a time between 8:00 a.m. and 5:00 p.m. (location time) Monday through Friday (excluding holidays). If Intermedia specifies a time outside this window, or selects a time or quantity of loops that requires BellSouth technicians to work outside normal work hours, overtime charges will apply in addition to the OC and OC-TS charges. Overtime charges will be applied according to actual costs based on type of force group required to perform the work, overtime hours worked and any special circumstances.

2.2.6 Where facilities are available, BellSouth will install loops within a 5-7 business days interval. For orders of 14 or more loops, the installation will be handled on a project basis and the intervals will be set by the BellSouth project manager for that order. Some loops require a Service Inquiry (SI) to determine if facilities are available prior to issuing the order. The interval for the SI process is separate from the installation interval. For expedite requests by Intermedia, expedite charges will apply for intervals less than 5 days. The charges outlined in BellSouth's FCC # 1 Tariff, Section 5.1.1, will apply. If Intermedia cancels an order for network elements and other services, any costs incurred by BellSouth in

conjunction with the provisioning of that order will be recovered in accordance with BellSouth's FCC #1 Tariff, Section 5.4.

2.2.7 If Intermedia modifies an order after being sent a Firm Order Confirmation (FOC) from BellSouth, any costs incurred by BellSouth to accommodate the modification will be reimbursed by Intermedia.

2.2.8 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, and will not come with any Order Coordination (OC) or engineering information/circuit make-up data. 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. If Intermedia requests work to be done for SL1s that requires BellSouth technicians to work outside normal work hours, overtime charges will be applied according to actual costs based on type of force group required to perform the work, overtime hours worked and any special circumstances.

2.2.9 SL2 loops shall have test points, will be designed with a Design Layout Record provided to Intermedia, and will be provided with Order Coordination. The OC feature will allow Intermedia to coordinate the 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.

2.2.10 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).

2.2.11 As a chargeable option on all loops except UVL-SL1, BellSouth will offer Order Coordination - Time Specific (OC-TS). This will allow Intermedia the ability to specify the time that the coordinated conversion takes place. The OC-TS charge for orders due on the same day at the same location will be applied on a per Local Service Request (LSR) basis.

2.2.12 Intermedia will be responsible for testing and isolating troubles on the loops. Once Intermedia has isolated a trouble to the BellSouth provided loop, Intermedia will issue a trouble report to BellSouth on the loop. BellSouth will take the actions necessary to repair the loop if a trouble actually exists. BellSouth will repair these loops in the same time frames that BellSouth repairs similarly situated loops to its customers.

2.2.13 If Intermedia reports a trouble on SL1 loops and no trouble actually exists, BellSouth will charge Intermedia for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the loop's working status.

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

2.3 HDSL Loops

2.3.1 HDSL capable loops are non-loaded copper loops and will be provided in accordance with BellSouth TR73600, *Unbundled Local Loop Technical Specifications,* Issue B, June 1998 and as set forth in Exhibit D of this Attachment.

2.3.2 The HDSL capable loops will be provided to the extent available within BellSouth's Network at a particular location as determined by the Service Inquiry ("SI") process.

2.3.3 Where facilities permit, and subject to BellSouth's special construction process, Intermedia may request that a particular loop be removed from DLC equipment in order to provide an HDSL capable loop to a specific customer location.

2.3.4 As mechanized interfaces to the SI process for loop qualification purposes are made available to BellSouth's retail operations or other competitive local exchange carriers ("CLECs"), those same mechanized interfaces will be made available to Intermedia on the same terms and conditions.

2.3.5 If HDSL capable loops are available, the installation interval will be 5 to 7 business days. The interval for the SI process is separate from the installation interval and BellSouth will use its best efforts to complete the SI process within three to five (3-5) days.

2.3.6 The rates will be in accordance with the schedule of prices set forth in Exhibit C to this Attachment.

2.3.7 In some instances, Intermedia will require access to copper twisted pair loop combinations unfettered by any intervening equipment (e.g., filters, load coils, range extenders, etc.), so that Intermedia can use the loop for a variety of services by attaching appropriate terminal equipment at the ends. Intermedia will determine the type of service that will be provided over the loop. BellSouth will not charge Intermedia for BellSouth to remove any equipment necessary to bring the loop up to BellSouth loop specifications for that type of loop. However, if the

loop meets the appropriate specification for that loop type and Intermedia wants additional equipment removed, then in some cases Intermedia may be required to pay additional charges as set forth in the General Subscriber Service Tariff, Section A5. If this additional conditioning makes the loop no longer compliant with the TR73600 document, BellSouth will no longer be expected to maintain and repair the loop to those standards. In these cases, the modified loop will be classified as an Unbundled Copper Loop and BellSouth will only assure that the loop has electrical continuity and balance relative to tip and ring.

2.4 Loop Conditioning

For purposes of this section, "line conditioning" is synonymous with "loop conditioning."

2.4.1 BellSouth shall condition loops, as requested by Intermedia, whether or not BellSouth offers advanced services to the End User on that loop.

2.4.2 Loop conditioning is defined as the removal from the loop of any devices that may diminish the capability of the loop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, but are not limited to, bridge taps, low pass filters, load coils and range extenders.

2.4.3 BellSouth shall recover the cost of loop conditioning requested by Intermedia through a nonrecurring charge set by the Commission in accordance with the FCC's forward-looking pricing principles promulgated pursuant to section 252(d)(1) of the Act and in compliance with FCC Rule 51.507(e).

2.4.4 To the extent technically feasible, using testing equipment that is owned and operated by BellSouth, BellSouth shall test and report trouble for all the features, functions, and capabilities of conditioned loops, and may not restrict testing to voice-transmission only.

2.5 Technical Requirements

2.5.1 To the extent available within BellSouth's Network at a particular location, BellSouth will offer loops capable of supporting telecommunications services such as: POTS, Centrex, basic rate ISDN, analog PBX, voice grade private line, ADSL, HDSL, DS1 and digital data (up to 64 kb/s). Additional services may include digital PBXs, primary rate ISDN, xDSL, and Nx 64 kb/s. If a requested loop type is not available, then the CLEC can use the Special Construction process to request that BellSouth place facilities or otherwise modify facilities in order to meet the CLEC's request.

2.5.1.1 The loop will support the transmission, signaling, performance and interface requirements of the services described in 2.3.1 above. It is recognized that the requirements of different services are different, and that a number of types or grades of loops are required to support these services. Services provided over the loop by Intermedia will be consistent with industry standards and BST's TR73600.

2.5.1.2 In some instances, Intermedia will require access to a copper twisted pair loop unfettered by any intervening equipment (e.g., filters, load coils, range extenders, etc.), so that Intermedia can use the loop for a variety of services by attaching appropriate terminal equipment at the ends. Intermedia will determine the type of service that will be provided over the loop. In some cases, Intermedia may be required to pay additional charges for the removal of certain types of equipment. BellSouth's Special Construction process will be used to determine the costs and feasibility of these activities.

2.5.1.3 In cases in which Intermedia has requested that BellSouth remove equipment from the BellSouth loop, BellSouth will no longer be expected to maintain and repair the loop to the standards specified for that loop type in the TR73600 and other standards referenced in this Agreement.

2.5.1.4 Intermedia, in performance of its obligations pursuant to the preceding Section, shall maintain records that will reflect that pursuant to Intermedia's request BellSouth has removed certain equipment from BellSouth provided loops and as such the loop may not perform within the technical specifications associated with that loop type. Intermedia will not report to BellSouth troubles on said loops where the loops are not performing within the technical specifications of that loop type.

2.5.1.5 In addition, Intermedia recognizes there may be instances where a loop modified in this manner may be subjected to normal network configuration changes that may cause the circuit characteristics to be changed and may create an outage of the service that Intermedia has placed on the loop. If this occurs, BellSouth will work cooperatively with Intermedia, at Intermedia's request, to restore the circuit to its previous modified status as quickly as possible. Intermedia will pay the Time and Materials costs associated with BellSouth's work efforts needed to bring the loop back to its previous modified status.

2.5.1.6 The loop shall be provided to Intermedia in accordance with the following Technical References:

2.5.2. BellSouth's TR73600, Unbundled Local Loop Technical Specification

2.5.2.1 Telcordia (formerly BellCore) TR-NWT-000057, Functional Criteria for Digital Loop Carrier Systems, Issue 2, January 1993.

2.5.2.2 Telcordia (formerly BellCore) TR-NWT-000393, Generic Requirements for ISDN Basic Access Digital Subscriber Lines.

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

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

2.6 Loop Conversions

2.6.1 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:

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

2.6.3 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;

2.6.4 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 twenty (120) minutes.

2.6.5 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), Intermedia and BellSouth will negotiated an appropriate provisioning interval prior to the due date.

2.6.6 For loop conversions involving more than (20) loops per location, BellSouth shall assign a project manager to Intermedia'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.

2.6.7 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. Intermedia will then be notified of the targeted due date. BellSouth shall provide Intermedia adequate justification and an explanation if BellSouth is unable to meet these commitments.

3. INTEGRATED DIGITAL LOOP CARRIERS

3.1 Where BellSouth uses Integrated Digital Loop Carrier (IDLC) systems to provide the local loop and BellSouth has a suitable alternate facility available, BellSouth will make arrangements to permit Intermedia to order a contiguous local loop. To the extent it is technically feasible, these arrangements will provide Intermedia with the capability to serve end users at a level that is at parity with the level of service BellSouth provides its customers. If no alternate facility is available, BellSouth will utilize its Special Construction (SC) process to determine the additional costs required to provision the loop facilities. Intermedia will then have the option of paying the one-time SC rates to place the loop facilities or Intermedia may choose some other method of providing service to the end-user (e.g., Resale, private facilities, etc.)

4. NETWORK INTERFACE DEVICE

4.1 Definition

4.1.1 NID is defined as any means of interconnection of end-user customer premises wiring to BellSouth's distribution plant, such as a cross connect device used for that purpose. BellSouth shall permit Intermedia to connect its own loop facilities to on-premises wiring through BellSouth's network interface device, or at any other technically feasible point.

4.2 Technical Requirements

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

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

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

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

4.2.5 Where feasible, the NID shall be physically accessible to Intermedia designated personnel. In cases where entrance to the end user's premises is required to give access to the NID, Intermedia shall obtain entrance permission directly from the end user.

4.2.6 BellSouth shall offer the NID as a stand-alone component. Additionally, Intermedia may connect its loop to any spare capacity on the BellSouth NID. Where necessary to comply with an effective Commission order, BellSouth will allow Intermedia to disconnect the BellSouth loop from the BellSouth NID in order to connect Intermedia's loop to the BellSouth NID. In these cases, Intermedia accepts all liability associated with this process and it is Intermedia's responsibility to make sure the disconnected BellSouth loop is properly grounded.

4.3 Interface Requirements

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

4.3.1.1 Telcordia (formerly BellCore) Technical Advisory TA-TSY-000120 "Customer Premises or Network Ground Wire";

4.3.1.2 Telcordia (formerly BellCore) Generic Requirement GR-49-CORE "Generic Requirements for Outdoor Telephone Network Interface Devices";

4.3.1.3 Telcordia (formerly BellCore) Technical Requirement TR-NWT-00239 "Indoor Telephone Network Interfaces";

4.3.1.4 Telcordia (formerly BellCore) Technical Requirement TR-NWT-000937 "Generic Requirements for Outdoor and Indoor Building Entrance"

5. UNBUNDLED LOOP CONCENTRATION (ULC) SYSTEM

5.1.1 BellSouth will provide to Intermedia loop concentration (ULC). Loop concentration systems in the central office concentrate the signals transmitted over local loops onto a digital loop carrier system. The concentration device is placed inside a BellSouth central office. BellSouth will offer ULC with a TR008 interface or a TR303 interface.

5.1.2 ULC will be offered in two sizes. System A will allow up to 96 BellSouth loops to be concentrated onto multiple DS1s. The high speed connection from the concentrator will be at the electrical DS1 level and may connect to Intermedia at Intermedia's collocation site. System B will allow up to 192 BellSouth loops to be concentrated onto multiple DS1s. System A may be upgraded to a System B. A minimum of two DS1s is required for each system (i.e., System A requires two DS1s and System B would require an additional two DS1s or four in total). All DS1 interfaces will terminate to the CLEC's collocation space. ULC service is offered with or without concentration and with or without protection. A Line Interface element will be required for each loop that is terminated onto the ULC system. Rates for ULC are as set forth in this Attachment.

6. SUB-LOOP ELEMENTS

6.1 In General

Where facilities permit and subject to applicable and effective FCC rules and orders, BellSouth shall offer access to its Unbundled Sub Loop (USL), Unbundled Sub Loop Concentration (USLC) System and Unbundled Network Terminating Wire (UNTW) elements. BellSouth shall provide nondiscriminatory access, in accordance with 47 C.F.R. § 51.311 and Section 251(c)(3) of the Act, to the subloop, including inside wiring owned or controlled by BellSouth, if any, on an unbundled basis pursuant to the following terms and conditions and at the rates approved by the Commission and set forth in this Attachment.

6.2 Unbundled Sub-Loop (USL)

6.2.1 Definition

6.2.1.1 The subloop network element is defined as any portion of the loop that is technically feasible to access at terminals in BellSouth's outside plant, including inside wire owned and controlled by BellSouth, if any. An accessible terminal is any point on the loop where technicians can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within. Such points may include, but are not limited to, the pole or pedestal, the network interface device, the minimum point of entry, the single point of interconnection, the main distribution frame, the remote terminal, and the feeder/distribution interface.

6.2.1.2 *Technical Feasibility.* Subject to applicable and effective FCC rules and orders, if the Parties are unable to reach agreement, pursuant to voluntary negotiations, as to whether it is technically feasible, or whether sufficient space is available, to unbundle the subloop at the point where a carrier requests, BellSouth shall have the burden of demonstrating to the Commission, pursuant to state arbitration proceedings under section 252 of the Act, that there is not sufficient space available, or that it is not technically feasible, to unbundle the subloop at the point requested.

6.2.1.3 *Best practices.* Once any state commission has determined that it is technically feasible to unbundle subloops at a designated point, BellSouth shall have the burden of demonstrating, pursuant to state arbitration proceedings under section 252 of the Act, that it is not technically feasible, or that sufficient space is not available, to unbundle its own loops at such a point.

6.2.1.4 *Subloop access via collocation.* Where requested by Intermedia, BellSouth shall provide access to the subloop in accordance with the FCC's collocation rules, 47 C.F.R. §§ 51.321-323.

6.2.1.5 *Single point of interconnection.* Subject to applicable and effective FCC rules and orders, BellSouth shall provide a single point of interconnection at multi-unit premises that is suitable for use by multiple carriers. This obligation is in addition to BellSouth's obligation to provide nondiscriminatory access to subloops at any technically feasible point. If the Parties are unable to negotiate terms and conditions regarding a single point of interconnection, issues in dispute, including compensation due BellSouth under forward-looking pricing principles, shall be resolved under the dispute resolution processes set forth in this Agreement.

6.2.2 **Requirements for All Unbundled Sub-Loops**

6.2.2.1 Unbundled Sub-Loops shall be capable of carrying all signaling messages or tones needed to provide telecommunications services.

Unbundled Sub-Loop shall support functions associated with provisioning, maintenance and testing of the Unbundled Sub-Loop. In these scenarios, Intermedia would be required to place a cross-box, remote terminal (RT), or other similar device and deliver a cable to the BellSouth remote terminal or cross-box. This cable would be connected, by a BST technician, to a cross-connect panel within the BellSouth RT/cross-box. Intermedia's cable pairs can then be connected to BST's USL within the BST cross-box by the BST technician.

6.2.3 **Interface Requirements**

6.2.3.1 Unbundled Sub-Loop shall be equal to or better than each of the applicable interface requirements set forth in the following technical references:

6.2.3.2 Telcordia (formerly BellCore) TR-NWT-000049, "Generic Requirements for Outdoor Telephone Network Interface Devices," Issued December 1,1994;

6.3 **Unbundled Sub-Loop Concentration System (USLC)**

6.3.1 BellSouth will provide Intermedia with the ability to concentrate its sub-loops onto multiple DS1s back to the BellSouth Central Office. The DS1s will then be terminated into Intermedia's collocation space. TR-008 and TR303 interface standards are available.

6.3.2 USLC, using the Lucent Series 5 equipment, will be offered in two different systems. System A will allow up to 96 of Intermedia's sub-loops to be concentrated onto multiple DS1s. System B will allow an additional 96 of Intermedia's sub-loops to be concentrated onto multiple DS1s. One System A may be supplemented with one System B and they both must be physically located in a single Series 5 dual channel bank. A minimum of two DS1s is required for each system (i.e., System A requires two DS1s and System B would

require an additional two DS1s or four in total). The DS1 level facility that connects the RT site with the serving wire center is known as a Feeder Interface. All DS1 Feeder Interfaces will terminate to the CLEC's collocation space within the SWC that serves the RT where the CLEC's sub-loops are connected. USLC service is offered with or without concentration and with or without a protection DS1.

6.3.3 In these scenarios Intermedia would be required to place a cross-box, remote terminal (RT), or other similar device and deliver a cable to the BellSouth remote terminal. This cable would be connected, by a BellSouth technician, to a cross-connect panel within the BellSouth RT/cross-box and would allow Intermedia's sub-loops to then be placed on the ULSC and transported to their collocation space at a DS1 level.

6.4 Unbundled Network Terminating Wire (UNTW)

6.4.1 BellSouth will provide Intermedia with access to its Unbundled Network Terminating Wire (UNTW) pursuant to the following terms and conditions at rates as set forth in this Attachment, and in a manner consistent with applicable and effective FCC rules and decisions, including, but not limited to 47 C.F.R. § 51.319.

6.5 Definition

UNTW is twisted copper wire that extends from BellSouth's point-of-entry into a multi-dwelling unit (MDU) complex or multi-tenant unit (MTU) complex to the point of demarcation at the end-users location. The UNTW will not include a Network Interface Device (NID).

6.6 Requirements

6.6.1 BellSouth will offer spare pairs that are available to an end-user's premises to Intermedia. Available spare pairs are defined as pairs that are not being utilized by BellSouth or by a third party to provide an End User with working service at the time of Intermedia's request for UNTW. If BellSouth has relinquished the first pair to Intermedia and the End User decides to change local service providers to BellSouth, Intermedia will relinquish the first pair back to BellSouth.

6.6.2 Notwithstanding the foregoing, should BellSouth subsequently require the use of additional pair(s) to provide for the activation of additional lines in an End User's premises in response to a request from such End User and no additional pairs are available, Intermedia agrees to surrender its spare pair(s) upon request by BellSouth, provided that Intermedia is not using such spare pair(s) to provide service to the end user.

6.6.3 If an End User of Intermedia desires to receive local exchange service from a service provider who is not a Party to this Agreement, and such third party service

provider needs access to the BellSouth UNTW to provide local exchange service to the End User, then Intermedia agrees to surrender the requisite number of its inactive spare pair(s) if no other spare pair is available and upon request by BellSouth.

6.6.4 If Intermedia has placed NTW at a location and an End User desires to receive local exchange service from BellSouth and BellSouth needs access to Intermedia's NTW to provide local exchange service to the End User, then Intermedia agrees to surrender the requisite number of its spare pair(s) upon request by BellSouth.

6.6.5 In new construction, where possible, both Parties may at their option and with the property owner's agreement install their own NTW. In existing construction, BellSouth shall not be required to install new or additional NTW beyond existing NTW to provision the services of Intermedia.

6.7 Technical Requirements

6.7.1 In these scenarios, BellSouth will connect the requested UNTW pairs to a cross-connect panel designed for CLEC access to BellSouth's NTW. Intermedia will be required to place a cross-box, terminal, or other similar device and deliver a cable to this cross-connect panel. Intermedia will then connect their cable to the cross-connect panel to access the requested UNTW pairs.

7. LOCAL SWITCHING

BellSouth agrees to offer access to local switching pursuant to the following terms and conditions and at the rates set forth in this Attachment.

7.1 Definition

Subject to applicable and effective FCC rules and orders, BellSouth shall provide nondiscriminatory access, in accordance with FCC Rule 51.311 and Section 251(c)(3) of the Act, to local circuit switching capability and local tandem switching capability on an unbundled basis, except as set forth in FCC Rule 51.319(c)(1)(B), to Intermedia for the provision of a telecommunications service.

7.1.1 Local Circuit Switching Capability, including Tandem Switching Capability. The local circuit switching capability network element is defined as:

(1) Line-side facilities, which include, but are not limited to, the connection between a loop termination at a main distribution frame and a switch line card;

(2) Trunk-side facilities, which include, but are not limited to, the connection between trunk termination at a trunk-side cross-connect panel and a switch trunk card; and

(3) All features, functions and capabilities of the switch, which include, but are not limited to:

(A) The basic switching function of connecting lines to lines, lines to trunks, trunks to lines, and trunks to trunks, as well as the same basic capabilities made available to BellSouth's customers, such as a telephone number, white page listing and dial tone, and

(B) All other features that the switch is capable of providing, including but not limited to, customer calling, customer local area signaling service features, and Centrex, as well as any technically feasible customized routing functions provided by the switch.

7.1.1.1 Subject to applicable and effective FCC rules and orders, notwithstanding BellSouth's general duty to unbundle local circuit switching, BellSouth shall not be required to unbundle local circuit switching for Intermedia in cases where Intermedia intends to use such facilities to serve End Users with four or more voice grade (DS0) equivalents or lines, and BellSouth's local circuit switches are located in:

1. The top 50 Metropolitan Statistical Areas as set forth in Appendix B of the *Third Report and Order and Fourth Further Notice of Proposed Rulemaking* in CC Docket No. 96-98, and

2. Density Zone I, as defined in FCC Rule 69.123, as of January 1, 1999.

7.1.1.2 Local Tandem Switching Capability. The tandem switching capability network element is defined as:

1. Trunk-connect facilities, which include, but are not limited to, the connection between trunk termination at a cross connect panel and switch trunk card;

2. The basic switch trunk function of connecting trunks to trunks; and

3. The functions that are centralized in tandem switches (as distinguished from separate end office switches), including but not limited, to call recording, the routing of calls to operator services, and signaling conversion features.

7.1.2 A featureless port is one that has a line port, switching functionality, and an interoffice port. A featured port is a port that includes all features then capable or a number of then capable features specifically requested by Intermedia. Any features that are not currently then capable but are technically feasible through the switch can be requested through the BFR process.

7.1.3 Where required to do so in order to comply with an effective Commission order, BellSouth will provide to Intermedia purchasing local BellSouth switching and reselling BellSouth local exchange service under Attachment 1, selective routing of calls to a requested directory assistance services platform or operator services platform. Intermedia customers may use the same dialing arrangements as BellSouth customers, but obtain a Intermedia branded service.

7.2 Technical Requirements

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

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

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

7.2.1.3 Subject to this section, BellSouth shall route calls on a per line or per screening class basis to (1) BellSouth platforms providing Network Elements or additional requirements (2) Operator Services platforms, (3) Directory Assistance platforms, and (4) Repair Centers. Any other routing requests by Intermedia will be made pursuant to the Bona Fide Request/ New Business Request Process as set forth in General Terms and Conditions.

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

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

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

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

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

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

7.2.1.10 Special Services provided by BellSouth will include the following:

7.2.1.10.1 Telephone Service Prioritization;

7.2.1.10.2 Related services for handicapped;

7.2.1.10.3 Soft dial tone where required by law; and

7.2.1.10.4 Any other service required by law.

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

7.2.1.12 BellSouth shall provide interfaces to adjuncts through Telcordia (formerly BellCore) standard interfaces. These adjuncts can include, but are not limited to, the Service Circuit Node and Automatic Call Distributors.

7.2.1.13 BellSouth shall provide performance data regarding a customer line, traffic characteristics or other measurable elements to Intermedia, upon a reasonable request from Intermedia. CLEC will pay BellSouth for all costs incurred to provide such performance data through the Business Opportunity Request process.

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

7.2.1.14.1 Basic and primary rate ISDN;

7.2.1.14.2 Residential features;

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

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

7.2.1.14.5 Advanced intelligent network triggers supporting Intermedia and BellSouth service applications.

BellSouth shall offer to Intermedia all AIN triggers in connection with its SMS/SCE offering which are supported by BellSouth for offering AIN-based services. Triggers that are currently available are:

7.2.1.14.5.1 Off-Hook Immediate

7.2.1.14.5.2 Off-Hook Delay

7.2.1.14.5.3 Termination Attempt

7.2.1.14.5.4 6/10 Public Office Dialing Plan

7.2.1.14.5.5 Feature Code Dialing

7.2.1.14.5.6 Customer Dialing Plan

7.2.1.14.6 When the following triggers are supported by BellSouth, BellSouth will make these triggers available to Intermedia:

7.2.1.14.6.1 Private EAMF Trunk

7.2.1.14.6.2 Shared Interoffice Trunk (EAMF, SS7)

7.2.1.14.6.3 N11

7.2.1.14.6.4 Automatic Route Selection

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

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

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

7.2.1.17.1 Telcordia (formerly BellCore) GR-1298-CORE, AIN Switching System Generic Requirements, as implemented in BellSouth's switching equipment;

7.2.1.17.2 Telcordia (formerly BellCore) GR-1299-CORE, AIN Switch-Service Control Point (SCP)/Adjunct Interface Generic Requirements;

7.2.1.17.3 Telcordia (formerly BellCore) TR-NWT-001284, AIN 0.1 Switching System Generic Requirements;

7.2.1.17.4 Telcordia (formerly BellCore) SR-NWT-002247, AIN Release 1 Update.

7.2.2 Interface Requirements

7.2.2.1 BellSouth shall provide the following interfaces to loops:

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

7.2.2.3 Coin phone signaling;

7.2.2.4 Basic Rate Interface ISDN adhering to appropriate Telcordia (formerly BellCore) Technical Requirements;

7.2.2.5 Two-wire analog interface to PBX;

7.2.2.5.1 Four-wire analog interface to PBX;

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

7.2.2.7 Primary Rate ISDN to PBX adhering to ANSI standards Q.931, Q.932 and appropriate Telcordia (formerly BellCore) Technical Requirements;

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

7.2.2.9 Loops adhering to Telcordia (formerly BellCore) TR-NWT-08 and TR-NWT-303 specifications to interconnect Digital Loop Carriers.

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

7.2.2.11 SS7 Signaling Network or Multi-Frequency trunking if requested by Intermedia;

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

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

8. TRANSPORT

BellSouth shall provide nondiscriminatory access, in accordance with FCC Rule 51.311 and Section 251(c)(3) of the Act, to interoffice transmission facilities on an unbundled basis to Intermedia for the provision of a telecommunications service at the rates set forth in this Attachment.

8.1 Interoffice Transmission Facilities

Interoffice transmission facility network elements include:

1. Dedicated transport, defined as BellSouth's transmission facilities, including all technically feasible capacity-related services including, but not limited to, DS1, DS3 and OCn levels, dedicated to a particular customer or carrier, that provide telecommunications between wire centers or switches owned by BellSouth, or between wire centers and switches owned by BellSouth and Intermedia;
2. Dark Fiber transport, defined as BellSouth's optical transmission facilities without attached multiplexing, aggregation or other electronics;
3. Shared transport, defined as transmission facilities shared by more than one carrier, including BellSouth, between end office switches, between end office switches and tandem switches, and between tandem switches, in BellSouth's network.

8.1.1 BellSouth shall:

1. Provide Intermedia exclusive use of interoffice transmission facilities dedicated to a particular customer or carrier, or shared use of the features, functions, and capabilities of interoffice transmission facilities shared by more than one customer or carrier;
2. Provide all technically feasible transmission facilities, features, functions, and capabilities that Intermedia could use to provide telecommunications services;
3. Permit, to the extent technically feasible, Intermedia to connect such interoffice facilities to equipment designated by Intermedia, including but not limited to, Intermedia's collocated facilities; and
4. Permit, to the extent technically feasible, Intermedia to obtain the functionality provided by BellSouth's digital cross-connect systems in the same manner that BellSouth provides such functionality to interexchange carriers.

8.2 Technical Requirements of Common (Shared) Transport

8.2.1 Common (Shared) Transport provided on DS1 or VT1.5 circuits, shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Central Office to Central Office ("CO to CO") connections in the appropriate industry standards.

8.2.2 Common (Shared) Transport provided on DS3 circuits, STS-1 circuits, and higher transmission bit rate circuits, shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for CO to CO connections in the appropriate industry standards.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8.2.4.22 Telcordia (formerly BellCore) FR-440 and TR-NWT-000499, Transport Systems Generic Requirements (TSGR): Common Requirements;

8.2.4.23 Telcordia (formerly BellCore) GR-820-CORE, Generic Transmission Surveillance: DS1 & DS3 Performance;

8.2.4.24 Telcordia (formerly BellCore) GR-253-CORE, Synchronous Optical Network Systems (SONET); Common Generic Criteria;

8.2.4.25 Telcordia (formerly BellCore) TR-NWT 000507, Transmission, Section 7, Issue 5 (Telcordia (formerly BellCore), December 1993). (A module of LSSGR, FR-NWT-000064.);

8.2.4.26 Telcordia (formerly BellCore) TR-NWT-000776, Network Interface Description for ISDN Customer Access;

8.2.4.27 Telcordia (formerly BellCore) TR-INS-000342, High-Capacity Digital Special Access Service-Transmission Parameter Limits and Interface Combinations, Issue 1 February 1991;

8.2.4.28 Telcordia (formerly BellCore) ST-TEC 000052, Telecommunications Transmission Engineering Textbook, Volume 2: Facilities, Third Edition, Issue I May 1989;

8.2.4.29 Telcordia (formerly BellCore) ST-TEC-000051, Telecommunications Transmission Engineering Textbook Volume 1: Principles, Third Edition. Issue 1 August 1987.

8.3 Dedicated Transport

8.3.1 **Definition**

8.3.1.1 Dedicated Transport is defined as BellSouth transmission facilities dedicated to a particular customer or carrier that provide telecommunications between wire centers owned by BellSouth or requesting telecommunications carriers, or between switches owned by BellSouth or requesting telecommunications carriers.

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

8.3.1.2.1 As capacity on a shared facility.

8.3.1.2.2 As a circuit (e.g., DS0, DS1 or DS3) dedicated to Intermedia.

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

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

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

8.3.2 **Unbundled Local Channel**

8.3.2.1 The Unbundled Local Channel is the dedicated transmission path between Intermedia's Point of Presence and the BellSouth Serving Wire Center.

8.3.2.2 BellSouth currently offers Unbundled Local Channels for switched traffic. Rates for these elements are listed in this Attachment. For those states that do not contain rates in this Attachment for DS1 and DS3 switched Local Channels, the rates in the applicable State Access Tariff will apply as interim rates. When final rates are developed, these interim rates will be subject to true-up, and the Parties will amend the Agreement to reflect the new rates.

8.3.2.3 BellSouth currently offers Unbundled Local Channels for non-switched traffic at DS1 and DS3 levels at rates as set forth in Exhibit C to this Attachment.

8.3.3 **Technical Requirements**

This Section sets forth technical requirements for all Dedicated Transport.

8.3.3.1 When BellSouth provides Dedicated Transport as a circuit or a system, the entire designated transmission circuit or system (*e.g.*, DS0, DS1,DS3) shall be dedicated to Intermedia designated traffic.

8.3.3.2 BellSouth shall offer Dedicated Transport in all technologies that become available including, but not limited to, DS1 and DS3 transport systems, SONET (or SDH) Bi-directional Line Switched Rings, SONET (or SDH) Unidirectional Path Switched Rings, and SONET (or SDH) point-to-point transport systems (including linear add-drop systems), at all available transmission bit rates. While SONET Ring facilities are not available in every application, they are typically available in the major metropolitan areas.

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

8.3.3.4 Where applicable, for DS3 circuits, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for CI to CO connections in the appropriate industry standards.

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

8.3.3.5.1 DS0 Equivalent;

8.3.3.5.2 DS1 (Extended SuperFrame - ESF and D4 channel bank shall be provided);

8.3.3.5.3 DS3 where applicable (M13 multiplexer shall be provided);

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

8.3.3.6 When Dedicated Transport is provided as a system, BellSouth shall design the system according to our network infrastructure to allow for the termination points specified by Intermedia.

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

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

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

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

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

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

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

8.3.4.1.6 Telcordia (formerly BellCore) FR-440 and TR-NWT-000499, Transport Systems Generic Requirements (TSGR): Common Requirements;

8.3.4.1.7 Telcordia (formerly BellCore) GR-820-CORE, Generic Transmission Surveillance: DS1 & DS3 Performance;

8.3.4.1.8 Telcordia (formerly BellCore) TR-NWT 000507, Transmission, Section 7, Issue 5 (Telcordia (formerly BellCore), December 1993). (A module of LSSGR, FR-NWT-000064.);

8.3.4.1.9 Telcordia (formerly BellCore) TR-INS-000342, High-Capacity Digital Special Access Service-Transmission Parameter Limits and Interface Combinations, Issue 1 February 1991;

8.3.4.1.10 Telcordia (formerly BellCore) ST-TEC 000052, Telecommunications Transmission Engineering Textbook, Volume 2: Facilities, Third Edition, Issue I May 1989;

8.3.4.1.11 Telcordia (formerly BellCore) ST-TEC-000051, Telecommunications Transmission Engineering Textbook Volume 1: Principles, Third Edition. Issue 1 August 1987;

9. TANDEM SWITCHING

9.1 Definition.

Tandem Switching is as defined in 7.1.1.2 above.

9.2 Technical Requirements

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

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

9.2.1.2 Tandem Switching will provide screening as jointly agreed to by Intermedia and BellSouth;

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

9.2.1.4 Tandem Switching shall provide access to Toll Free number portability database as designated by Intermedia;

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

9.2.1.6 Tandem Switching shall provide connectivity to PSAPs where 911 solutions are deployed and the tandem is used for 911; and

9.2.1.7 Where appropriate, Tandem Switching shall provide connectivity to transit traffic to and from other carriers.

9.2.2 Tandem Switching shall accept connections (including the necessary signaling and trunking interconnections) between end offices, other tandems, IXCs, ICOs, CAPs and CLEC switches.

9.2.3 Tandem Switching shall provide local tandeming functionality between two end offices including two offices belonging to different CLEC's (e.g., between a CLEC end office and the end office of another CLEC).

9.2.4 Tandem Switching shall preserve CLASS/LASS features and Caller ID as traffic is processed.

9.2.5 Tandem Switching shall record billable events and send them to the area billing centers designated by Intermedia. Tandem Switching will provide recording of all billable events as jointly agreed to by Intermedia and BellSouth.

9.2.6 Upon a reasonable request from Intermedia, BellSouth shall perform routine testing and fault isolation on the underlying switch that is providing Tandem Switching and all its interconnections. The results and reports of the testing shall be made immediately available to Intermedia.

9.2.7 BellSouth shall maintain Intermedia's trunks and interconnections associated with Tandem Switching at least at parity to its own trunks and interconnections.

9.2.8 BellSouth shall control congestion points and network abnormalities. All traffic will be restricted in a non discriminatory manner.

9.2.9 Selective Call Routing through the use of line class codes is not available through the use of tandem switching. Selective Call Routing through the use of line class codes is an end office capability only. Detailed primary and overflow routing plans for all interfaces available within BellSouth switching network shall be mutually agreed to by Intermedia and BellSouth.

9.2.10 Tandem Switching shall process originating toll-free traffic received from Intermedia local switch.

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

9.3 Interface Requirements

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

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

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

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

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

9.4 Tandem Switching Technical Standards

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

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

9.4.2 GR-905-CORE covering CCSNIS;

9.4.3 GR-1429-CORE for call management features; and GR-2863-CORE and Telcordia (formerly BellCore) GR-2902-CORE covering CCS AIN interconnection

10. OPERATOR SYSTEMS

BellSouth agrees to offer access to operator systems pursuant to the terms and conditions following and at the rates set forth in this Attachment.

10.1 Definition

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

10.2 Operator Service

10.2.1 **Definition**

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

10.2.2 **Requirements**

10.2.2.1 When Intermedia requests BellSouth to provide Operator Services, the following requirements apply:

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

10.2.2.1.2 BellSouth shall complete 0+ intraLATA toll calls.

10.2.2.1.3 BellSouth shall complete calls that are billed to Intermedia end user's calling card that can be validated by BellSouth.

10.2.2.1.4 BellSouth shall complete person-to-person calls.

10.2.2.1.5 BellSouth shall complete collect calls.

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

10.2.2.1.7 BellSouth shall complete station-to-station calls.

10.2.2.1.8 BellSouth shall process emergency calls.

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

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

10.2.2.1.11 BellSouth shall process operator-assisted directory assistance calls.

10.2.2.2 BellSouth shall adhere to equal access requirements, providing Intermedia local end users the same IXC access as provided to BellSouth end users.

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

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

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

10.2.2.6 BellSouth shall provide a feed of customer call records in "EMI" format to Intermedia in accordance with CLECODUF standards specified in Attachment 7.

10.2.3 **Interface Requirements**

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

10.3 Directory Assistance Service

10.3.1 **Definition**

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

10.3.2 **Requirements**

10.3.2.1 Directory Assistance Service shall provide up to two listing requests per call. If available and if requested by Intermedia's end user, BellSouth shall provide caller-optional directory assistance call completion service at rates contained in this Attachment to one of the provided listings, equal to that which BellSouth provides its end users. If not available, Intermedia may request such requirement pursuant to the Bona Fide Request/New Business Process as set forth in General Terms and Conditions.

10.3.2.2 Directory Assistance Service Updates

10.3.2.2.1 BellSouth shall update end user listings changes daily. These changes include:

10.3.2.2.1.1 New end user connections: BellSouth will provide service to Intermedia that is equal to the service it provides to itself and its end users;

10.3.2.2.1.2 End user disconnections: BellSouth will provide service to Intermedia that is equal to the service it provides to itself and its end users; and

10.3.2.2.1.3 End user address changes: BellSouth will provide service to Intermedia that is equal to the service it provides to itself and its end users;

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

10.4 Branding for Operator Call Processing and Directory Assistance

10.4.1 The BellSouth Operator Systems Branding Feature provides a definable announcement to Intermedia end users using Directory Assistance (DA)/Operator Call Processing (OCP) prior to placing them in queue or connecting them to an available operator or automated operator system. This feature allows Intermedia to have its calls custom branded with Intermedia name on whose behalf BellSouth

is providing Directory Assistance and/or Operator Call Processing. Rates for Custom Branding, Operator Call Process and Directory Assistance are set forth in this Attachment.

10.4.2 BellSouth offers four service levels of branding to Intermedia when ordering Directory Assistance and/or Operator Call Processing.

10.4.2.1 Service Level 1 - BellSouth Branding

10.4.2.2 Service Level 2 - Unbranded

10.4.2.3 Service Level 3 - Custom Branding

10.4.2.4 Service Level 4 - Self Branding (applicable only to Intermedia for Resale or use with an Unbundled Port when routing to an operator service provider other than BellSouth).

10.4.3 **For Resellers and Use with an Unbundled Port**

10.4.3.1 BellSouth Branding is the Default Service Level.

10.4.3.2 Unbranding, Custom Branding, and Self Branding require Intermedia to order selective routing for each originating BellSouth end office identified by Intermedia. Rates for Selective Routing are set forth in this Attachment.

10.4.3.3 Customer Branding and Self Branding require Intermedia to order dedicated trunking from each BellSouth end office identified by Intermedia, to either the BellSouth Traffic Operator Position System (TOPS) or Intermedia Operator Service Provider. Rates for trunks are set forth in applicable BellSouth tariffs.

10.4.3.4 Unbranding - Unbranded Directory Assistance and/or Operator Call Processing calls ride common trunk groups provisioned by BellSouth from those end offices identified by Intermedia to the BellSouth TOPS. These calls are routed to "No Announcement."

10.4.4 **For Facilities Based Carriers**

10.4.4.1 All Service Levels require Intermedia to order dedicated trunking from their end office(s) point of interface to the BellSouth TOPS Switches. Rates for trunks are set forth in applicable BellSouth tariffs.

10.4.4.2 Customized Branding includes charges for the recording of the branding announcement and the loading of the audio units in each TOPS Switch, IVS and NAV equipment for which Intermedia requires service

Directory Assistance customized branding uses:

- the recording of the name;
- the front-end loading of the Digital Recorded Announcement Machine (DRAM) in each TOPS switch.

Operator Call Processing customized branding uses:

- the recording of the name;
- the front-end loading of the DRAM in the TOPS Switch;
- the back-end loading in the audio units in the Automated Alternate Billing System (AABS) in the Interactive Voice Subsystem (IVS);
- the 0- automation loading for the audio units in the Enhanced Billing and Access Service (EBAS) in the Network Applications Vehicle (NAV).

10.4.4.3 BellSouth will provide to Intermedia purchasing local BellSouth switching and reselling BellSouth local exchange service, selective routing of calls to a requested directory assistance services platform or operator services platform. Intermedia end users may use the same dialing arrangements as BellSouth end users, but obtain a Intermedia branded service.

10.5 Directory Assistance Database Service (DADS)

10.5.1 BellSouth shall make its Directory Assistance Database Service (DADS) available solely for the expressed purpose of providing Directory Assistance type services to Intermedia end users. The term "end user" denotes any entity which obtains Directory Assistance type services for its own use from a DADS customer. Directory Assistance type service is defined as Voice Directory Assistance (DA Operator assisted and Electronic Directory Assistance (Data System assisted)). Intermedia agrees that Directory Assistance Database Service (DADS) will not be used for any purpose which violates federal or state laws, statutes, regulatory orders or tariffs. Except for the permitted users, Intermedia agrees not to disclose DADS to others and shall provide due care in providing for the security and confidentiality of DADS. Further, Intermedia authorizes the inclusion of Intermedia Subscriber listings in the BellSouth Directory Assistance products.

10.5.2 BellSouth shall provide Intermedia initially with a base file of subscriber listings which reflect all listing change activity occurring since Intermedia's most recent update via magnetic tape, and subsequently using electronic connectivity such as Network Data Mover to be developed mutually by Intermedia and BellSouth.

Intermedia agrees to assume the costs associated with CONNECT: Direct ™ connectivity, which will vary depending upon volume and mileage.

10.5.3 BellSouth will require approximately one month after receiving an order to prepare the Base File. BellSouth will provide daily updates which will reflect all listing change activity occurring since CLEC's most recent update. BellSouth shall provide updates to Intermedia on a Business, Residence, or combined Business and Residence basis. Intermedia agrees that the updates shall be used solely to keep the information current. Delivery of Daily Updates will commence the day after Intermedia receives the Base File.

10.5.4 BellSouth is authorized to include Intermedia Subscriber List Information in its Directory Assistance Database Service (DADS) and its Directory Publishers Database Service (DPDS). Any other use by BellSouth of Intermedia Subscriber List Information is not authorized and with the exception of a request for DADS or DPDS, BellSouth shall refer any request for such information to Intermedia.

10.5.5 Rates for DADS are as set forth in this Attachment.

10.6 Direct Access to Directory Assistance Service

10.6.1 Direct Access to Directory Assistance Service (DADAS) will provide Intermedia's directory assistance operators with the ability to search all available BellSouth's subscriber listings using the Directory Assistance search format. Subscription to DADAS will allow Intermedia to utilize its own switch, operator workstations and optional audio subsystems.

10.6.2 BellSouth will provide DADAS from its DA location. Intermedia will access the DADAS system via a telephone company provided point of availability. Intermedia has the responsibility of providing the physical links required to connect to the point of availability. These facilities may be purchased from the telephone company as rates and charges billed separately from the charges associated with this offering.

10.6.3 A specified interface to each Intermedia subsystem will be provided by BellSouth. Interconnection between Intermedia system and a specified BellSouth location will be pursuant to the use of Intermedia owned or Intermedia leased facilities and shall be appropriate sized based upon the volume of queries being generated by Intermedia.

10.6.4 The specifications for the three interfaces necessary for interconnection are available in the following documents:

10.6.4.1 DADAS to Subscriber Operator Position System—Northern Telecom Document CSI-2300-07; Universal Gateway/ Position Message Interface Format Specification

10.6.4.2 DADAS to Subscriber Switch—Northern Telecom Document Q210-1 Version A107; NTDMS/CCIDAS System Application Protocol; and AT&T Document 250-900-535 Operator Services Position System Listing Service and Application Call Processing Data Link Interface Specification

10.6.4.3 DADAS to Audio Subsystem (Optional)—Directory One Call Control to Audio Response Unit system interface specifications are available through Northern Telecom as a licensed access protocol—Northern Telecom Document 355-004424 and Gateway/Interactive Voice subsystem Protocol Specification

10.6.5 Rates for DADAS are as set forth in this Attachment.

11. SIGNALING

BellSouth agrees to offer access to signaling and access to BellSouth's signaling databases subject to compatibility testing and at the rates set forth in this Attachment. BellSouth may provide mediated access to BellSouth signaling systems and databases. Available signaling elements include signaling links, signal transfer points and service control points. Signaling functionality will be available with both A-link and B-link connectivity.

11.1 Definition of Signaling Link Transport

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

11.2 Technical Requirements

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

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

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

11.2.2.2 As a "B-link" which is a connection between two STP pairs in different company networks (e.g., between two STP pairs for two Competitive Local Exchange Carriers (CLECs)).

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

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

11.2.3.2 A B-link layer shall consist of four links.

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

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

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

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

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

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

11.3 Interface Requirements

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

12. SIGNALING TRANSFER POINTS (STPS)

12.1 Definition

Signaling Transfer Points is a signaling network function that includes all of the capabilities provided by the signaling transfer point switches (STPs) and their associated signaling links which enable the exchange of SS7 messages among and between switching elements, database elements and signaling transfer point switches

12.2 Technical Requirements

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

12.2.1.1 BellSouth Local Switching or Tandem Switching;

12.2.1.2 BellSouth Service Control Points/DataBases;

12.2.1.3 Third-party local or tandem switching;

12.2.1.4 Third-party-provided STPs.

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

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

12.2.4 STPs shall provide all functions of the MTP as defined in Telcordia (formerly BellCore) ANSI Interconnection Requirements. This includes:

12.2.4.1 Signaling Data Link functions, as defined in Telcordia (formerly BellCore) ANSI Interconnection Requirements,

12.2.4.2 Signaling Link functions, as defined in Telcordia (formerly BellCore) ANSI Interconnection Requirements, and

12.2.4.3 Signaling Network Management functions, as defined in Telcordia (formerly BellCore) ANSI Interconnection Requirements.

12.2.5 STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as defined in Telcordia (formerly BellCore) ANSI Interconnection Requirements. In particular, this includes Global Title Translation (GTT) and SCCP Management procedures, as specified in T1.112.4. In cases where the destination signaling point is a Intermedia or third party local or tandem switching system directly connected to BellSouth SS7 network, BellSouth shall perform final GTT of messages to the destination and SCCP Subsystem Management of the destination. In all other cases, BellSouth shall perform intermediate GTT of messages to a gateway pair of STPs in an SS7 network connected with BellSouth SS7 network, and shall not perform SCCP Subsystem Management of the destination. If BellSouth performs final GTT to an Intermedia database, then Intermedia agrees to provide BellSouth with the Destination Point Code for the Intermedia database.

12.2.6 STPs shall provide on a non-discriminatory basis all functions of the OMAP commonly provided by STPs, as specified in the reference in Section 12.4.5 of this Attachment. All OMAP functions will be on a "where available" basis and can include:

12.2.6.1 MTP Routing Verification Test (MRVT) and

12.2.6.2 SCCP Routing Verification Test (SRVT).

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

12.2.8 STPs shall be on parity with BellSouth.

12.2.9 SS7 Advanced Intelligent Network (AIN) Access

12.2.9.1 When technically feasible and upon request by Intermedia, SS7 Access shall be made available in association with switching. SS7 AIN Access is the provisioning of AIN 0.1 triggers in an equipped BellSouth local switch and interconnection of the BellSouth SS7 network with the Intermedia SS7 network to exchange TCAP queries and responses with an Intermedia SCP.

12.2.9.2 SS7 AIN Access shall provide Intermedia SCP access to BellSouth local switch in association with switching via interconnection of BellSouth SS7 and Intermedia SS7 Networks. BellSouth shall offer SS7 access through its STPs. If BellSouth requires a mediation device on any part of its network specific to this form of access, BellSouth must route its messages in the same manner. The interconnection arrangement shall result in the BellSouth local switch recognizing the Intermedia SCP as at least at parity with BellSouth's SCP's in terms of interfaces, performance and capabilities.

12.3 Interface Requirements

12.3.1 BellSouth shall provide the following STPs options to connect Intermedia or Intermedia-designated local switching systems or STPs to BellSouth SS7 network:

12.3.1.1 An A-link interface from Intermedia local switching systems; and,

12.3.1.2 A B-link interface from Intermedia local STPs.

12.3.2 Each type of interface shall be provided by one or more sets (layers) of signaling links.

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

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

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

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

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

12.3.6 **Message Screening**

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

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

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

12.4 STP Technical Standards

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

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

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

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

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

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

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

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

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

13. SERVICE CONTROL POINTS/DATABASES

13.1 Definition

13.1.1 Databases are the Network Elements that provide the functionality for storage of, access to, and manipulation of information required to offer a particular service and/or capability. Databases include, but are not limited to: Local Number

Portability, LIDB, Toll Free Number Database, Automatic Location Identification/Data Management System, Calling Name Database, access to Service Creation Environment and Service Management System (SCE/SMS) application databases and Directory Assistance.

13.1.2 A Service Control Point (SCP) is a specific type of Database functionality deployed in a Signaling System 7 (SS7) network that executes service application logic in response to SS7 queries sent to it by a switching system also connected to the SS7 network. Service Management Systems provide operational interfaces to allow for provisioning, administration and maintenance of subscriber data and service application data stored in SCPs.

13.2 Technical Requirements for SCPs/Databases

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

13.2.1 BellSouth shall provide physical access to SCPs through the SS7 network and protocols with TCAP as the application layer protocol.

13.2.2 BellSouth shall provide physical interconnection to databases via industry standard interfaces and protocols (*e.g.* SS7, ISDN and X.25).

13.2.3 The reliability of interconnection options shall be consistent with requirements for diversity and survivability.

13.2.4 **Database Availability**

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

13.2.5 The operational interface provided by BellSouth shall complete Database transactions (*i.e.*, add, modify, delete) for Intermedia customer records stored in BellSouth databases within 3 days, or sooner where BellSouth provisions its own customer records within a shorter interval.

13.3 Local Number Portability Database

13.3.1 **Definition**

The Permanent Number Portability (PNP) database supplies routing numbers for calls involving numbers that have been ported from one local service provider to another. PNP is currently being worked in industry forums. The results of these forums will dictate the industry direction of PNP. BellSouth agrees to provide access to the PNP database at rates, terms and conditions as set forth by BellSouth and in accordance with an effective FCC or Commission directive.

13.4 **Line Information Database (LIDB)**

BellSouth will store in its LIDB only records relating to service in the BellSouth region. The LIDB Storage Agreement is included in this Attachment.

13.4.1 **Definition**

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

13.4.2 **Technical Requirements**

BellSouth will offer to Intermedia any additional capabilities that are developed for LIDB during the life of this Agreement.

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

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

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

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

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

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

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

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

13.4.2.9 BellSouth shall perform backup and recovery of all of Intermedia's data in LIDB including sending to LIDB all changes made since the date of the most recent backup copy, in at least the same time frame BellSouth performs backup and recovery of BellSouth data in LIDB for itself. Currently, BellSouth performs backups of the LIDB for itself on a weekly basis and when a new software release is scheduled, a backup is performed prior to loading the new release.

13.4.2.10 BellSouth shall provide Intermedia with LIDB reports of data which are missing or contain errors, as well as any misrouted errors, within a reasonable time period as negotiated between Intermedia and BellSouth.

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

13.4.2.12 BellSouth shall provide Intermedia performance of the LIDB Data Screening function, which allows a LIDB to completely or partially deny specific query originators access to LIDB data owned by specific data owners, for Customer Data that is part of an NPA-NXX or RAO-0/1XX wholly or partially owned by

Intermedia at least at parity with BellSouth Customer Data. BellSouth shall obtain from Intermedia the screening information associated with LIDB Data Screening of Intermedia data in accordance with this requirement. BellSouth currently does not have LIDB Data Screening capabilities. When such capability is available, BellSouth shall offer it to Intermedia under the Bona Fide Request/New Business Process as set forth in General Terms and Conditions .

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

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

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

13.4.3 **Interface Requirements**

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

13.4.3.1 The interface to LIDB shall be in accordance with the technical references contained within.

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

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

13.5 Toll Free Number Database

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

13.5.1 **Technical Requirements**

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

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

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

13.5.1.3.1 Network Management;

13.5.1.3.2 Customer Sample Collection; and

13.5.1.3.3 Service Maintenance

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

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

13.6.1 **Technical Requirements**

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

13.6.1.2 The ALI/DMS database shall contain the following end user information:

13.6.1.2.1 Name;

13.6.1.2.2 Address;

13.6.1.2.3 Telephone number; and

13.6.1.2.4 Other information as appropriate (*e.g.*, whether a end user is blind or deaf or has another disability).

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

13.6.1.4 When Remote Call Forwarding (RCF) is used to provide number portability to the local end user and a remark or other appropriate field information is available in

the database, the shadow or "forwarded-to" number and an indication that the number is ported shall be added to the customer record.

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

13.6.2 **Interface Requirements**

The interface between the E911 Switch or Tandem and the ALI/DMS database for Intermedia end users shall meet industry standards.

13.7 Directory Assistance Database

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

13.8 Calling Name (CNAM) Database Service.

The Agreement for Calling Name (CNAM) with standard pricing is included as Exhibit B to this Attachment. Intermedia must provide to its account manager a written request with a requested activation date to activate this service. If Intermedia is interested in requesting CNAM with volume and term pricing, Intermedia must contact its account manager to request a separate CNAM volume and term Agreement.

13.9 SCP/Database Technical Standards

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

13.9.1 GR-246-CORE, Bell Communications Research Specification of Signaling System Number 7, ISSUE 1 (Telcordia (formerly BellCore), December 199);

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

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

13.9.4 GR-1149-CORE, OSSGR Section 10: System Interfaces, Issue 1 (Telcordia (formerly BellCore), October 1995) (Replaces TR-NWT-001149);

13.9.5 Telcordia (formerly BellCore) GR-1158-CORE, OSSGR Section 22.3: Line Information Database 6, Issue (Telcordia (formerly BellCore), October 1995);

13.9.6 Telcordia (formerly BellCore) GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service (Telcordia (formerly BellCore), May 1995); and

13.9.7 BOC Notes on BellSouth Networks, SR-TSV-002275, ISSUE 2, (Telcordia (formerly BellCore), April 1994).

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

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

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

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

13.10.4 When Intermedia selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable Intermedia to use BellSouth's SCE/SMS AIN Access to create and administer applications. Training, documentation, and technical support will address use of SCE and SMS access and administrative functions, but will not include support for the creation of a specific service application.

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

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

14. DARK FIBER

BellSouth agrees to offer access to Dark Fiber pursuant to the terms and conditions following and at the rates set forth in this Attachment. In Georgia, BellSouth is not required to construct the fiber if it is not available. In Kentucky, if BellSouth has plans to use the fiber in a three year planning period, there is no requirement to provide it. In all other states, BellSouth is not required to place the fibers if there are no fibers available. The Parties agree that Dark Fiber will be used in the provisioning of local service.

14.1 Definition

Dark Fiber is unused strands of optical fiber and may be used as a Loop or Transport by Intermedia. It may be strands of optical fiber existing in aerial or underground structure. No line terminating elements terminated to such strands to operationalize its transmission capabilities will be available. No regeneration or optical amplification will be included with this element.

14.2 Requirements

14.2.1 BellSouth shall make available Dark Fiber where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available. BellSouth shall offer all Dark Fiber to Intermedia pursuant to the prices set forth in this Attachment.

14.2.2 Intermedia may test the quality of the Dark Fiber to confirm its usability and performance specifications.

14.2.3 BellSouth shall use its best efforts to provide to Intermedia information regarding the location, availability and performance of Dark Fiber within ten (10) business days for a records based answer and twenty (20) business days for a field based answer, after receiving a request from Intermedia ("Request"). Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber ("Confirmation").

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

enable Intermedia to connect or splice Intermedia provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber.

15. SS7 NETWORK INTERCONNECTION

15.1 Definition

SS7 Network Interconnection is the interconnection of Intermedia local Signaling Transfer Point Switches (STP) and Intermedia local or tandem switching systems with BellSouth STPs. This interconnection provides connectivity that enables the exchange of SS7 messages among BellSouth switching systems and databases (DBs), Intermedia local or tandem switching systems, and other third-party switching systems directly connected to the BellSouth SS7 network.

15.2 Technical Requirements

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

15.2.1.1 BellSouth local or tandem switching systems;

15.2.1.2 BellSouth DBs; and

15.2.1.3 Other third-party local or tandem switching systems.

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

If traffic is routed based on dialed or translated digits between an Intermedia local switching system and a BellSouth or other third-party local switching system, either directly or via a BellSouth tandem switching system, then it is a requirement that the BellSouth SS7 network convey via SS7 Network Interconnection the TCAP messages that are necessary to provide Call Management services (Automatic Callback, Automatic Recall, and Screening List Editing) between the Intermedia local STPs and BellSouth or other third-party local switch.

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

15.2.4 SS7 Network Interconnection shall provide all functions of the MTP as specified in ANSI T1.111. This includes:

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

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

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

15.2.5 SS7 Network Interconnection shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as specified in ANSI T1.112. In particular, this includes Global Title Translation (GTT) and SCCP Management procedures, as specified in T1.112.4. Where the destination signaling point is a BellSouth switching system or DB, or is another third-party local or tandem switching system directly connected to the BellSouth SS7 network, SS7 Network Interconnection shall include final GTT of messages to the destination and SCCP Subsystem Management of the destination. Where the destination signaling point is an Intermedia local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a gateway pair of Intermedia local STPs, and shall not include SCCP Subsystem Management of the destination.

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

15.2.7 SS7 Network Interconnection shall provide all functions of the TCAP, as specified in ANSI T1.114.

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

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

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

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

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

15.3 Interface Requirements

15.3.1 BellSouth shall offer the following SS7 Network Interconnection options to connect Intermedia or Intermedia-designated local or tandem switching systems or STPs to the BellSouth SS7 network:

15.3.1.1 A-link interface from Intermedia local or tandem switching systems; and

15.3.1.2 B-link interface from Intermedia STPs.

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

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

15.3.4 The protocol interface requirements for SS7 Network Interconnection include the MTP, ISDNUP, SCCP, and TCAP. These protocol interfaces shall conform to the following specifications:

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

15.3.4.2 Telcordia (formerly BellCore) GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service;

15.3.4.3 Telcordia (formerly BellCore) GR-1429-CORE, CCS Network Interface Specification (CCSNIS) Supporting Call Management Services; and

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

15.3.5 BellSouth shall set message screening parameters to block accept messages from Intermedia local or tandem switching systems destined to any signaling point in the BellSouth SS7 network with which the Intermedia switching system has a legitimate signaling relation.

15.4 SS7 Network Interconnection shall be equal to or better than all of the requirements for SS7 Network Interconnection set forth in the following technical references:

15.4.1 ANSI T1.110-1992 American National Standard Telecommunications - Signaling System Number 7 (SS7) - General Information;

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

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

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

15.4.5 ANSI T1.113-1995 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Integrated Services Digital Network (ISDN) User Part;

15.4.6 ANSI T1.114-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Transaction Capabilities Application Part (TCAP);

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

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

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

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

15.4.11 Telcordia (formerly BellCore) GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service;

15.4.12 Telcordia (formerly BellCore) GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service;

15.4.13 Telcordia (formerly BellCore) GR-1429-CORE, CCS Network Interface Specification (CCSNIS) Supporting Call Management Services; and,

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

16. BASIC 911 AND E911

If Intermedia orders network elements and other services, then Intermedia is also responsible for providing E911 to its end users. BellSouth agrees to offer access to the 911/E911 network pursuant to the following terms and conditions set forth in this Attachment.

16.1 Definition

Basic 911 and E911 is an additional requirement that provides a caller access to the applicable emergency service bureau by dialing a 3-digit universal telephone number (911).

16.2 Requirements

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

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

submission to the 911/E911 database for the purpose of providing 911/E911 to its end users.

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

16.2.4 Basic 911 and E911 functions provided to Intermedia shall be at least at parity with the support and services that BellSouth provides to its end users for such similar functionality.

16.2.5 Detailed Practices and Procedures. The detailed practices and procedures contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers as amended from time to time during the term of this Agreement will determine the appropriate practices and procedures for BellSouth and Intermedia to follow in providing 911/E911 services.

17. RATES

17.1 General

The prices that Intermedia shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment.

17.2 Operational Support Systems (OSS)

BellSouth shall provide nondiscriminatory access in accordance with FCC Rule 51.311 and Section 251(c)(3) of the Act to OSS on an unbundled basis to Intermedia for the provision of a telecommunications service at the rates set forth in this Attachment. OSS functions consist of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by BellSouth's databases and information. As part of its duty to provide access to the pre-ordering function, BellSouth shall provide Intermedia with nondiscriminatory access to the same detailed information about the loop that is available to its own retail unit.

BellSouth has developed and made available the following mechanized systems by which Intermedia may submit LSRs electronically.

LENS	Local Exchange Navigation System
EDI	Electronic Data Interface
EDI-PC	Electronic Data Interface – Personal Computer
TAG	Telecommunications Access Gateway

LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic ordering charge as specified in the table below. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs

submitted by means other than one of these interactive interfaces (mail, fax, courier, etc.) will incur a manual order charge as specified in the table below:

OPERATIONAL SUPPORT SYSTEMS	AL, GA, LA, MS, NC, SC	FL, KY, TN
OSS LSR charge, per LSR received from the CLEC by one of the OSS interactive interfaces	$3.50 SOMEC	$3.50 SOMEC
Incremental charge per LSR received from the CLEC by means other than one of the OSS interactive interfaces	See applicable rate element	$19.99 SOMAN

Note: In addition to the OSS charges, applicable discounted service order and related discounted charges apply per the tariff.

Denial/Restoral OSS Charge

In the event Intermedia provides a list of customers to be denied and restored, rather than an LSR, each location on the list will require a separate PON and, therefore will be billed as one LSR per location.

Cancellation OSS Charge

Intermedia will incur an OSS charge for an accepted LSR that is later canceled by Intermedia.

Note: Supplements or clarifications to a previously billed LSR will not incur another OSS charge.

Network Elements and Other Services Manual Additive

The Commissions in Alabama, Georgia, Louisiana, Mississippi and South Carolina have ordered incremental manual non-recurring charges (NRC) for Network Elements and Other Services ordered by means other than one of the interactive interfaces. These ordered Network Elements and Other Services manual additive NRCs will apply in these states, rather than the charge per LSR.

Threshold Billing Plan

The Parties agree that Intermedia will incur the mechanized rate for all LSRs, both mechanized and manual, if the percentage of mechanized LSRs to total LSRs **meets or** exceeds the threshold percentages shown below:

Year **Ratio: Mechanized/Total LSRs**

2001 90%

The threshold plan will be discontinued in 2002.

BellSouth will track the total LSR volume for each CLEC for each quarter. At the end of that time period, a Percent Electronic LSR calculation will be made for that quarter based on the LSR data tracked in the LCSC. If this percentage exceeds the threshold volume, all of that CLECs' future manual LSRs will be billed at the mechanized LSR rate. To allow time for obtaining and analyzing the data and updating the billing system, this billing change will take place on the first day of the second month following the end of the quarter (e.g. May 1 for 1Q, Aug 1 for 2Q, etc.). There will be no adjustments to the amount billed for previously billed LSRs.

18. UNBUNDLED NETWORK ELEMENT COMBINATIONS

18.1 Unbundled Network Element Combinations shall include:

(1) Enhanced Extended Links (EELs);

(2) UNE Loops/Special Access Combinations;

(3) Loop/Port Combinations; and

(4) Other Network Element Combinations.

18.2 **Definition of "Currently Combined"**

For purposes of Sections 18, 19 and 20 of this Attachment, references to "Currently Combined" network elements shall mean that such network elements are in fact already combined by BellSouth in the BellSouth network to provide service to a particular end user at a particular location.

18.3 **Enhanced Extended Links (EELs)**

18.3.1 Subject to the terms of Section 18.3.3 of this Attachment, BellSouth shall offer Intermedia access to loop and transport combinations, also known as the Enhanced Extended Link ("EEL").

18.3.2 BellSouth will provide access to the EEL in the combinations set forth in 18.4. following. This offering is intended to provide connectivity from an end user's location through that end user's SWC and then connected to the Intermedia's POP serving wire center or Intermedia's POP. The circuit must be connected to the Intermedia's switch for the purpose of provisioning telecommunications services, including telephone exchange service, to the Intermedia's end-user customers. The EEL will be connected to Intermedia's facilities in Intermedia's collocation space at the POP SWC. Intermedia may purchase BellSouth's access facilities between Intermedia's POP and Intermedia's collocation space at the POP SWC.

18.3.3 BellSouth shall provide EELs to Intermedia in the states of Tennessee and Georgia regardless of whether or not such combinations of loops and transport are Currently Combined. All other combinations of network elements that are not Currently Combined but that BellSouth provides to itself anywhere in its network shall be made available to Intermedia in Tennessee and Georgia in accordance with Section 18.6.1 below.

18.3.3.1 In addition, BellSouth will make available to Intermedia combinations of loop and transport network elements that are not Currently Combined but that BellSouth

ordinarily combines in its network in Density Zone 1, as defined in 47 C.F.R § 69.123 as of January 1, 1999, of the Miami, Orlando, Fort Lauderdale, Charlotte, New Orleans, Greensboro and Nashville MSAs if Intermedia's customer has four (4) or more DS0 equivalent lines. In all states other than Georgia and Tennessee, and except as specifically stated in this Section, BellSouth shall make available to Intermedia those EEL combinations described in Section 18. below, or any other loop and transport combinations, only to the extent such EELs or loop and transport network elements are Currently Combined.

18.3.4 Additionally, there may be instances wherein Intermedia will require multiplexing functionality. BellSouth will provide access to multiplexing within the central office pursuant to the terms, conditions and rates set forth in its Access Services Tariffs when the customer utilizes special access interoffice facilities. Multiplexing will be provided pursuant to the Agreement when unbundled network elements are used for interoffice transport.

18.4 EEL Combinations

DS1 Interoffice Channel + DS1 Channelization + 2-wire VG Local Loop

DS1 Interoffice Channel + DS1 Channelization + 4-wire VG Local Loop

DS1 Interoffice Channel + DS1 Channelization + 2-wire ISDN Local Loop

DS1 Interoffice Channel + DS1 Channelization + 4-wire 56 kbps Local Loop

DS1 Interoffice Channel + DS1 Channelization + 4-wire 64 kbps Local Loop

DS1 Interoffice Channel + DS1 Local Loop

DS3 Interoffice Channel + DS3 Local Loop

STS-1 Interoffice Channel + STS-1 Local Loop

DS3 Interoffice Channel + DS3 Channelization + DS1 Local Loop

STS-1 Interoffice Channel + DS3 Channelization + DS1 Local Loop

2-wire VG Interoffice Channel + 2-wire VG Local Loop

4wire VG Interoffice Channel + 4-wire VG Local Loop

4-wire 56 kbps Interoffice Channel + 4-wire 56 kbps Local Loop

4-wire 64 kbps Interoffice Channel + 4-wire 64 kbps Local Loop

18.5 Special Access Service Conversions

Pursuant to the FCC's Supplemental Order Clarification dated June 2, 2000, in CC Docket No. 96-98, Third Report and Order, Intermedia may convert special access services to combinations of loop and transport network elements, whether or not Intermedia self provides its entrance facilities (or obtains entrance facilities from a third party) so long as Intermedia uses such combinations to provide a significant amount of local exchange service, in addition to exchange access service, to a particular customer. For purposes of this Agreement, Intermedia shall satisfy the requirement of providing a significant amount of local exchange service if Intermedia meets the criteria set forth in the local usage options described in Sections 18.5.1, 18.5.2 or 18.5.3 below. To the extent Intermedia requests a conversion of special access circuits to loop and transport combinations, Intermedia shall send a letter to BellSouth self-certifying that Intermedia is providing a significant amount of local exchange service over such circuits and indicating under what local usage option Intermedia seeks to qualify.

18.5.1 Option 1. Intermedia shall self certify that it is the exclusive provider of the end users' local exchange service. The loop-transport combination must terminate at Intermedia's collocation arrangement in at least one (1) BellSouth central office. This option does not allow the loop-transport combination to be connected to BellSouth's tariffed services. Under this option, Intermedia is the end user's only local service provider and therefore Intermedia providing is more than a significant amount of local exchange service. Consequently, under this option, Intermedia may use the loop-transport combination that serves the end user to carry any kind of traffic, including 100% interstate access traffic.

18.5.2 Option 2. Intermedia shall self certify that it provides local exchange service and exchange access service to the end user customer's premises and handles at least one third of the end user customer's local traffic measured as a percent of total end user customer local dialtone lines. For DS1 circuits and above, at least 50 percent of the activated channels on the loop portion of the loop-transport combination have at least 5 percent local voice traffic individually, and the entire loop facility has at least 10 percent local voice traffic. When a loop-transport combination includes multiplexing (e.g., DS1 multiplexed to DS3 level), each of the individual DS1 circuits must meet these criteria. The loop-transport combination must terminate at Intermedia's collocation arrangement in at least one (1) BellSouth central office. This option does not allow loop-transport combinations to be connected to the BellSouth's tariffed services.

Under this option, Intermedia may use the unbundled loop-transport combinations to serve the customer as long as the active channels on the facility, and the entire facility, are being used to provide the amount of local exchange service specified in this option, thereby allowing Intermedia flexibility to use the combinations to provide other services besides local exchange service.

18.5.3 Option 3. Intermedia shall self certify that that at least 50 percent of the activated channels on a circuit are used to provide originating and terminating local dialtone service and at least 50 percent of the traffic on each of these local dialtone channels is local voice traffic, and that the entire loop facility has at least 33 percent local voice traffic. When a loop-transport combination includes multiplexing (e.g., DS1 multiplexed to DS3 level), each of the individual DS1 circuits must meet this criteria.

This option does not allow loop-transport combinations to be connected to the incumbent LEC's tariffed services. Under this option, collocation is not required. Intermedia does not need to provide a defined portion of the end user's local service, but the active channels on any loop-transport combination, and the entire facility, must carry the amount of local exchange traffic specified in this option.

18.5.4 The Parties further acknowledge that on a going forward basis, Intermedia may purchase additional special access service under BellSouth's applicable tariffs and convert such special access circuits to EELs pursuant to the terms of this Agreement, subject to such circuits meeting the local usage options of this Section 18.6 and subject to the termination provisions in the applicable tariffs, if any.

18.5.5 In addition, there may be extraordinary circumstances where Intermedia is providing a significant amount of local exchange service, but does not qualify under any of the three options set forth in Section 18.6. In such case, Intermedia may petition the FCC for a waiver of the local usage options set forth in the June 2, 2000 Order. If a waiver is granted, then upon Intermedia's request the Parties shall amend this Agreement to the extent necessary to incorporate the terms of such waiver for such extraordinary circumstance.

18.6 Audits. BellSouth may conduct an audit in order to verify whether Intermedia is in compliance with the local usage options with respect to EELs converted from special access arrangements pursuant to Section 18.5. The following guidelines are to be used in the event BellSouth requests an audit.

18.6.1 BellSouth shall provide 30 days written notice to Intermedia that it desires to conduct an audit of Intermedia's UNE loop and transport combinations it has converted from special access arrangements. BellSouth shall also forward such notice to the appropriate state Commission.

18.6.2 An independent auditor, hired and paid for by BellSouth, shall be used to perform the audit. Intermedia shall reimburse BellSouth for the cost of the audit if the audit uncovers non-compliance with the local usage options.

18.6.3 BellSouth may not audit Intermedia more than once in any calendar year, unless the audit finds non-compliance.

18.6.4 In the event that an audit reveals non-compliance, BellSouth may file a complaint with the Commission pursuant to the dispute resolution procedures set forth herein.

18.7 Rates

18.7.1 Tennessee and Georgia

18.7.1.1 The non-recurring and recurring rates for the EEL Combinations of network elements set forth in 18.4, whether Currently Combined or new, are as set forth in Exhibit C of this Attachment.

18.7.1.2 For combinations of loop and transport network facilities not set forth in Section 18.4, where the elements are not Currently Combined but are provided by BellSouth to itself anywhere in its network, the non-recurring and recurring charges for such UNE combinations shall be the sum of the stand-alone non-recurring and recurring charges of the network elements that make up the combination.

18.7.2 All Other States

18.7.2.1 Subject to Section 18.3.3 preceding, for all other states, the non-recurring and recurring rates for the EEL combinations set forth in Section 18.4 and other combined loop and transport network elements will be the sum of the non-recurring and recurring rates for the individual network elements unless otherwise negotiated by the parties. Such rates shall be interim and shall be subject to true up upon the Commission's adoption of rates for such combinations.

18.8 Multiplexing

Where multiplexing functionality is required in connection with loop and transport combinations, such multiplexing will be provided at the rates and on the terms set forth in this Agreement.

19. UNE LOOP/SPECIAL ACCESS COMBINATIONS

19.1 BellSouth shall make available to Intermedia new combinations of an unbundled loop and tariffed special access interoffice facilities. To the extent Intermedia will require multiplexing/channelization functionality in connection with such combination, BellSouth will provide access to multiplexing/channelization within the central office pursuant to the terms, conditions and rates set forth in its Access Services Tariffs. The tariffed special access interoffice facilities and any associated tariffed services, including but not limited to multiplexing/channelization, shall not be eligible for conversion to UNEs as described in Section 18.5.

19.2 **Rates**

The non-recurring and recurring rates for UNE/Special Access Combinations will be the sum of the unbundled loop rates as set forth in Exhibit C and the interoffice transport rates and multiplexing/channelization rates as set forth in the Access Services Tariff.

20. PORT/LOOP COMBINATIONS

20.1 At Intermedia's request, BellSouth shall provide access to combinations of port and loop network elements, as set forth in Section 20.4 below to the extent the same are Currently Combined in BellSouth's network, except as specified in Sections 20.1.1 and 20.1.2 below.

20.1.1 BellSouth is not required to provide access to combinations of port and loop network elements in locations where BellSouth is not required to provide circuit switching.

20.1.2 BellSouth is not required to provide circuit switching in Density Zone 1, as defined in 47 C.F.R. § 69.123 as of January 1, 1999, of the Atlanta, Miami, Orlando, Fort Lauderdale, Charlotte, New Orleans, Greensboro and Nashville MSAs to Intermedia if Intermedia's customer has 4 or more DS0 equivalent lines ("Zone 1 Scenario")

20.1.3 Combinations of port and loop Network Elements provide local exchange service for the origination or termination of calls. BellSouth shall make available the following loop and port combinations at the terms and at the rates set forth below:

20.1.4 In Tennessee and Georgia, except in the Zone 1 Scenario, BellSouth shall provide to Intermedia combinations of port and loop Network Elements on an unbundled basis regardless of whether such combinations are Currently Combined. The

rates for such combinations shall be the cost based rates set forth in Exhibit C of this Attachment.

20.1.5 In all states other than Tennessee and Georgia, except in the Zone 1 Scenario BellSouth shall provide to Intermedia combinations of port and loop Network Elements on an unbundled basis if such combinations are Currently Combined. The rates for such combinations shall be the cost based rates set forth in Exhibit C of this Attachment.

20.1.6 In all states other than Tennessee and Georgia, except in the Zone 1 Scenario, BellSouth shall provide to Intermedia combinations of port and loop Network Elements that are not Currently Combined. The rates for such combinations shall be negotiated by the Parties.

20.1.7 In the Zone 1 Scenario, BellSouth shall provide to Intermedia combinations of port and loop Network Elements regardless of whether such combinations are Currently Combined. The rates for Currently Combined combinations are the market based rates as set forth in Exhibit C. The rates for combinations that are not Currently Combined shall be negotiated by the Parties.

20.2 Loop and Port Combination Offerings

20.2.1 2-wire voice grade port, voice grade loop, virtual cross connect, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

20.2.2 2-wire voice grade DID port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

20.2.3 2-wire voice grade DID port, voice grade loop, virtual cross connect, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

20.2.4 2-wire CENTREX port, voice grade loop virtual cross connect, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

20.2.5 2-wire ISDN Basic Rate Interface, voice grade loop virtual cross connect, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

20.2.6 2-wire ISDN Primary Rate Interface, DS1 loop virtual cross connect, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

20.2.7 4-wire DS1 Trunk port, DS1 Loop virtual cross connect, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

20.2.8 4-wire DS1 Loop with normal serving wire center channelization interface, 2-wire voice grade ports (PBX), 2-wire DID ports, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

21. OTHER NETWORK ELEMENT COMBINATIONS

21.1 In addition to the EEL Combinations described in Section 18.4 above, and the Port/Loop Combinations described in Section 20 above, in the states of Georgia and Tennessee, BellSouth shall make available to Intermedia at UNE rates, in accordance with Section 21.2 below: (1) combinations of Network Elements that are Currently Combined; and (2) combinations of Network Elements that are not Currently Combined but that BellSouth provides to itself anywhere in its network. In addition to the EEL Combinations described in Section 18.4 above, and the Port/Loop Combinations described in Section 20 above, in all other states, BellSouth shall make available to Intermedia at UNE rates, in accordance with Section 21.2.2 below, combinations of Network Elements only to the extent such combinations are Currently Combined.

21.2 Rates

21.2.1 Tennessee and Georgia

21.2.1.1 The non-recurring and recurring rates for Network Element combinations described in this Section 21, whether Currently Combined or new, are as set forth in Exhibit C of this Attachment.

21.2.1.2 For Network Element combinations described in this Section 21 where the elements are not Currently Combined but are provided by BellSouth to itself anywhere in its network, the non-recurring and recurring charges for such UNE combinations shall be the sum of the stand-alone non-recurring and recurring charges of the network elements which make up the combination.

21.2.1.3 To the extent that Intermedia seeks to obtain combinations of Network Elements described in this Section 21 that BellSouth provides to itself anywhere in its

network that have not been specifically priced by the Commission , Intermedia, at its option, can request that such rates be determined pursuant to the BFR/NBR process set forth in this Agreement.

21.2.2 All Other States

21.2.2.1 For all other states, the non-recurring and recurring rates for the Network Element Combinations described in this Section 21 that are Currently Combined will be the sum of the recurring rates for the individual network elements plus a non-recurring charge set forth in Exhibit C of this Attachment.

EXHIBIT A

LINE INFORMATION DATA BASE (LIDB) STORAGE AGREEMENT

I. SCOPE

A. This Agreement sets forth the terms and conditions pursuant to which BST agrees to store in its LIDB certain information at the request of the Local Exchange Company and pursuant to which BST, its LIDB customers and Local Exchange Carrier shall have access to such information. Local Exchange Carrier understands that BST provides access to information in its LIDB to various telecommunications service providers pursuant to applicable tariffs and agrees that information stored at the request of Local Exchange Carrier, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained in the attached Addendum(s) are hereby made a part of this Agreement as if fully incorporated herein.

B. LIDB is accessed for the following purposes:

1. Billed Number Screening

2. Calling Card Validation

3. Fraud Control

C. BST will provide seven days per week, 24-hours per day, fraud monitoring on Calling Cards, bill-to-third and collect calls made to numbers in BST's LIDB, provided that such information is included in the LIDB query. BST will establish fraud alert thresholds and will notify the Local Exchange Company of fraud alerts so that the Local Exchange Company may take action it deems appropriate. Local Exchange Company understands and agrees BST will

administer all data stored in the LIDB, including the data provided by Local Exchange Company pursuant to this Agreement, in the same manner as BST's data for BST's end user customers. BST shall not be responsible to Local Exchange Company for any lost revenue which may result from BST's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BST in its sole discretion from time to time.

Local Exchange Company understands that BST currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses. Local Exchange Company further understands that these billing and collection customers of BST query BST's LIDB to determine whether to accept various billing options from end users. Additionally, Local Exchange Company understands that presently BST has no method to differentiate between BST's own billing and line data in the LIDB and such data that it includes in the LIDB on Local Exchange Company's behalf pursuant to this Agreement. Therefore, until such time as BST can and does implement in its LIDB and its supporting systems the means to differentiate Local Exchange Company's data from BST's data and the Parties to this Agreement execute appropriate amendments hereto, the following terms and conditions shall apply:

(a) The Local Exchange Company agrees that it will accept responsibility for telecommunications services billed by BST for its billing and collection customers for Local Exchange Customer's end user accounts which are resident in LIDB pursuant to this Agreement. Local Exchange Company authorizes BST to place such charges on Local Exchange Company's bill from BST and agrees that it shall pay all such charges. Charges for which Local Exchange Company hereby takes responsibility include, but are not limited to, collect and third number calls.

(b) Charges for such services shall appear on a separate BST bill page identified with the name of the entity for which BST is billing the charge.

(c) Local Exchange Company shall have the responsibility to render a billing statement to its end users for these charges, but Local Exchange Company's obligation to pay BST for the charges billed shall be independent of whether Local Exchange Company is able or not to collect from the Local Exchange Company's end users.

(d) BST shall not become involved in any disputes between Local Exchange Company and the entities for which BST performs billing and collection. BellSouth will not issue adjustments for charges billed on behalf of an entity to Local Exchange Company. It shall be the responsibility of the Local Exchange Company and the other entity to negotiate and arrange for any appropriate adjustments.

II. TERM

This Agreement will be effective as of _____, 2001, and will continue in effect for one year, and thereafter may be continued until terminated by either Party upon thirty (30) days written notice to the other Party.

III. FEES FOR SERVICE AND TAXES

A. The Local Exchange Company will not be charged a fee for storage services provided by BST to the Local Exchange Company, as described in Section I of this Agreement.

B. Sales, use and all other taxes (excluding taxes on BST's income) determined by BST or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by the Local Exchange Company. The Local Exchange Company shall have the right to have BST contest with the

imposing jurisdiction, at the Local Exchange Company's expense, any such taxes that the Local Exchange Company deems are improperly levied.

IV. INDEMNIFICATION

To the extent not prohibited by law, each Party will indemnify the other and hold the other harmless against any loss, cost, claim, injury, or liability relating to or arising out of negligence or willful misconduct by the indemnifying Party or its agents or contractors in connection with the indemnifying Party's provision of services, provided, however, that any indemnity for any loss, cost, claim, injury or liability arising out of or relating to errors or omissions in the provision of services under this Agreement shall be limited as otherwise specified in this Agreement. The indemnifying Party under this Section agrees to defend any suit brought against the other Party for any such loss, cost, claim, injury or liability. The indemnified Party agrees to notify the other Party promptly, in writing, of any written claims, lawsuits, or demands for which the other Party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying Party shall not be liable under this Section for settlement by the indemnified Party of any claim, lawsuit, or demand unless the defense of the claim, lawsuit, or demand has been tendered to it in writing and the indemnifying Party has unreasonably failed to assume such defense.

V. LIMITATION OF LIABILITY

Neither Party shall be liable to the other Party for any lost profits or revenues or for any indirect, incidental or consequential damages incurred by the other Party arising from this Agreement or the services performed or not performed hereunder, regardless of the cause of such loss or damage.

VI. MISCELLANEOUS

A. It is understood and agreed to by the Parties that BST may provide similar services to other companies.

B. All terms, conditions and operations under this Agreement shall be performed in accordance with, and subject to, all applicable local, state or federal legal and regulatory tariffs, rulings, and other requirements of the federal courts, the U. S. Department of Justice and state and federal regulatory agencies. Nothing in this Agreement shall be construed to cause either Party to violate any such legal or regulatory requirement and either Party's obligation to perform shall be subject to all such requirements.

C. The Local Exchange Company agrees to submit to BST all advertising, sales promotion, press releases, and other publicity matters relating to this Agreement wherein BST's corporate or trade names, logos, trademarks or service marks or those of BST's affiliated companies are mentioned or language from which the connection of said names or trademarks therewith may be inferred or implied; and the Local Exchange Company further agrees not to publish or use advertising, sales promotions, press releases, or publicity matters without BST's prior written approval.

D. This Agreement constitutes the entire Agreement between the Local Exchange Company and BST which supersedes all prior Agreements or contracts, oral or written representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.

E. Except as expressly provided in this Agreement, if any part of this Agreement is held or construed to be invalid or unenforceable, the validity of any other Section of this

Agreement shall remain in full force and effect to the extent permissible or appropriate in furtherance of the intent of this Agreement.

F. Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement for any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.

G. This Agreement shall be deemed to be a contract made under the laws of the State of Georgia, and the construction, interpretation and performance of this Agreement and all transactions hereunder shall be governed by the domestic law of such State.

FACILITIES BASED ADDENDUM
TO LINE INFORMATION DATA BASE (LIDB)
STORAGE AGREEMENT

This is a Facilities Based Addendum to the Line Information Data Base Storage Agreement dated _____, 200___, between BellSouth Telecommunications, Inc. ("BST"), and _____("Local Exchange Company"), effective the _____ day of _____, 200 ___.

I. GENERAL

This Addendum sets forth the terms and conditions for Local Exchange Company's provision of billing number information to BST for inclusion in BST's LIDB. BST will store in its LIDB the billing number information provided by Local Exchange Company, and BST will provide responses to on-line, call-by-call queries to this information for purposes specified in Section I.B. of the Agreement.

II. DEFINITIONS

A. Billing number - a number that the Local Exchange Company creates for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.

B. Line number - a ten digit number that identifies a telephone line administered by the Local Exchange Company.

C. Special billing number - a ten digit number that identifies a billing account established by the Local Exchange Company.

D. Calling Card number - a billing number plus PIN number.

E. PIN number - a four digit security code assigned by the Local Exchange Company which is added to a billing number to compose a fourteen digit calling card number.

F. Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by the Local Exchange Company.

G. Billed Number Screening - refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.

H. Calling Card Validation - refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.

I. Billing number information - information about billing number, Calling Card number and toll billing exception indicator provided to BST by the Local Exchange Company.

III. RESPONSIBILITIES OF PARTIES

A. The Local Exchange Company will provide its billing number information to BST's LIDB each business day by a method that has been mutually agreed upon by both Parties.

B. BST will store in its LIDB the billing number information provided by the Local Exchange Company. Under normal operating conditions, BST shall include the Local Exchange Company's billing number information in its LIDB no later than two business days following BST's receipt of such billing number information, provided that BST shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused by circumstances or conditions beyond BST's reasonable control. BST will store in its LIDB an unlimited volume of the Local Exchange Company's working telephone numbers.

C. BST will provide responses to on-line, call-by-call queries to the stored information for the specific purposes listed in the next paragraph.

D. BST is authorized to use the billing number information provided by the Local Exchange Company to perform the following functions for authorized users on an on-line basis:

1. Validate a 14 digit Calling Card number where the first 10 digits are a line number or special billing number assigned by the Local Exchange Company, and where the last four digits (PIN) are a security code assigned by the Local Exchange Company.

2. Determine whether the Local Exchange Company or the subscriber has identified the billing number as one which should not be billed for collect or third number calls, or both.

E. The Local Exchange Company will provide its own billing number information to BST for storage and to be used for Billed Number Screening and Calling Card Validation. The Local Exchange Company will arrange and pay for transport of updates to BST.

IV. COMPLIANCE

Unless expressly authorized in writing by the Local Exchange Company, all billing number information provided pursuant to this Addendum shall be used for no purposes other than those set forth in this Addendum.

EXHIBIT B

CALLING NAME DELIVERY (CNAM) DATABASE SERVICES

1.00 DEFINITIONS

For the purpose of this Attachment, the following terms shall be defined as:

CALLING NAME DELIVERY DATABASE SERVICE (CNAM) - The ability to associate a name with the calling party number, allowing the end user subscriber (to which a call is being terminated) to view the calling party's name before the call is answered. This service also provides Intermedia the opportunity to load and store its subscriber names in the BellSouth CNAM SCPs.

CALLING PARTY NUMBER (CPN) - The number of the calling party that is delivered to the terminating switch using common channel signaling system 7 (CCS7) technology, and that is contained in the Initial Address Message (IAM) portion of the CCS7 call setup.

COMMON CHANNEL SIGNALING SYSTEM 7 (CCS7) - A network signaling technology in which all signaling information between two or more nodes is transmitted over high-speed data links, rather than over voice circuits.

SERVICE CONTROL POINTs (SCPs) - The real-time data base systems that contain the names to be provided in response to queries received from CNAM SSPs.

SERVICE MANAGEMENT SYSTEM (SMS) - The main operations support system of CNAM DATABASE SERVICE. CNAM records are loaded into the SMS, which in turn downloads into the CNAM SCP.

SERVICE SWITCHING POINTs (SSPs) - Features of computerized switches in the telephone network that determine that a terminating line has subscribed to CNAM service, and then communicate with CNAM SCPs in order to provide the name associated with the calling party number.

SUBSYSTEM NUMBER (SSN) - The address used in the Signaling Connection Control Part (SCCP) layer of the SS7 protocol to designate an application at an end signaling point. A SSN for CNAM at the end office designates the CNAM application within the end office. BellSouth uses the CNAM SSN of 232.

2.0 ATTACHMENT

2.01 This Attachment contains the terms and conditions where BellSouth will provide to the Intermedia access to the BellSouth CNAM SCP for query or record storage purposes.

2.02 Intermedia shall submit to BellSouth a notice of its intent to access and utilize BellSouth CNAM Database Services pursuant to the terms and conditions of this Attachment. Said notice shall be in writing, no less than 60 days prior to Intermedia's access to BellSouth's CNAM Database Services and shall be addressed to Intermedia's Account Manager.

3.00 PHYSICAL CONNECTION AND COMPENSATION

3.01 BellSouth's provision of CNAM Database Services to Intermedia requires interconnection from Intermedia Intermedia to BellSouth CNAM Service Control Points (SCPs). Such interconnections shall be established pursuant to Attachment 3 of this Agreement . The appropriate charge for access to and use of the BellSouth CNAM Database service shall be as set forth in this Attachment.

3.02 In order to formulate a CNAM query to be sent to the BellSouth CNAM SCP, Intermedia shall provide its own CNAM SSP. Intermedia's CNAM SSPs must be compliant with TR-NWT-001188, "CLASS Calling Name Delivery Generic Requirements".

3.03 If Intermedia elects to access the BellSouth CNAM SCP via a third party CCS7 transport provider, the third party CCS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia (formerly BellCore)'s CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish CCS7 interconnection at the BellSouth Local Signal Transfer Points (LSTPs) serving the BellSouth CNAM SCPs that Intermedia desires to query.

3.04 Out-Of-Region Customers

If the customer queries the BellSouth CNAM SCP via a third party national SS7 transport provider, the third party SS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Bellcore's CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish SS7 interconnection at one or more of the BellSouth Gateway Signal Transfer Points (STPs). The payment of all costs associated with the transport of SS7 signals via a third party will be established by mutual agreement of the Parties and writing shall, by this reference become an integral part of this Agreement.

4.00 CNAM RECORD INITIAL LOAD AND UPDATES

4.01 The mechanism to be used by Intermedia for initial CNAM record load and/or updates shall be determined by mutual agreement. The initial load and all updates shall be provided by Intermedia in the BellSouth specified format and shall contain records for every working telephone number that can originate phone calls. It is the responsibility of Intermedia to provide accurate information to BellSouth on a current basis.

4.02 Updates to the SMS shall occur no less than once a week, reflect service order activity affecting either name or telephone number, and involve only record additions, deletions or changes.

4.03 Intermedia CNAM records provided for storage in the BellSouth CNAM SCP shall be available, on a SCP query basis only, to all Parties querying the BellSouth CNAM SCP. Further, CNAM service shall be provided by each Party consistent with state and/or federal regulation.

EXHIBIT D

HDSL Loop Specifications

Deployment Guideline	4-wire HDSL	2-wire HDSL
Pairs	2-pairs	1-pair
Load Coils	Non-loaded loops	Non-loaded loops
Maximum Loop Length 26-AWG cable	9 kft	9 kft
Maximum Loop Length 24-AWG cable	12 kft	12 kft
Maximum Single Bridged Tap Length	2 kft	2kft
Maximum Total Bridged Tap Length	2.5 kft	2.5 kft

NETWORK ELEMENTS
Tennessee

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES					OSS RATES					
								Nonrecurring		Nonrecurring Disconnect		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to GeographicallyDeaveraged UNE Zones. To view GeographicallyDeaveraged UNE Zone Designations byCentral Office, refer to Internet Website: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm																
UNBUNDLED EXCHANGE ACCESS LOOP																	
	2-WIRE ANALOG VOICE GRADE LOOP																
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2	$15.92	$78.93	$50.98	$10.65	$1.41			$20.35	$10.54	$13.32	$13.32
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2	$20.79	$78.93	$50.98	$10.65	$1.41			$20.35	$10.54	$13.32	$13.32
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2	$27.18	$78.93	$50.98	$10.65	$1.41			$20.35	$10.54	$13.32	$13.32
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting- Zone 1		1	UEPSR, UEPSB	UEALS	$15.92	$78.93	$50.98	$10.65	$1.41			$20.35	$10.54	$13.32	$13.32
		2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR, UEPSB	UEALS	$20.79	$78.93	$50.98	$10.65	$1.41			$20.35	$10.54	$13.32	$13.32
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR, UEPSB	UEALS	$27.18	$78.93	$50.98	$10.65	$1.41			$20.35	$10.54	$13.32	$13.32
		Engineering Information Document (EI)			UEANL			$28.80	$28.80								
		Manual Order Coordination for UVL-SL1s (per loop)*			UEANL	UEAMC		$36.46	$36.46								
		Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR) *			UEANL	OCOSL		$34.29	$34.29								
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	UEA	UEAL2	$16.56	$75.06	$48.20	$28.70	$17.64			$20.35	$10.54	$13.32	$13.32
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	UEA	UEAL2	$21.63	$75.06	$48.20	$28.70	$17.64			$20.35	$10.54	$13.32	$13.32
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA	UEAL2	$28.28	$75.06	$48.20	$28.70	$17.64			$20.35	$10.54	$13.32	$13.32
		Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		$34.29									
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA	UEAR2	$16.56	$75.06	$48.20	$28.70	$17.64			$20.35	$10.54	$13.32	$13.32
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA	UEAR2	$21.63	$75.06	$48.20	$28.70	$17.64			$20.35	$10.54	$13.32	$13.32
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA	UEAR2	$28.28	$75.06	$48.20	$28.70	$17.64			$20.35	$10.54	$13.32	$13.32
		Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		$34.29									
	4-WIRE ANALOG VOICE GRADE LOOP																
		4-Wire Analog Voice Grade Loop - Zone 1		1	UEA	UEAL4	$24.70	$122.76	$85.57	$76.35	$39.16			$20.35	$10.54	$13.32	$13.32
		4-Wire Analog Voice Grade Loop - Zone 2		2	UEA	UEAL4	$32.25	$122.76	$85.57	$76.35	$39.16			$20.35	$10.54	$13.32	$13.32
		4-Wire Analog Voice Grade Loop - Zone 3		3	UEA	UEAL4	$42.17	$122.76	$85.57	$76.35	$39.16			$20.35	$10.54	$13.32	$13.32
		Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		$34.29									
	2-WIRE ISDN DIGITAL GRADE LOOP																
		2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	$22.00	$142.76	$88.88	$76.35	$39.16			$20.35	$10.54	$13.32	$13.32
		2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	$29.02	$142.76	$88.88	$76.35	$39.16			$20.35	$10.54	$13.32	$13.32
		2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	$37.95	$142.76	$88.88	$76.35	$39.16			$20.35	$10.54	$13.32	$13.32
		Order Coordination For Specified Conversion Time (per LSR)			UDN	OCOSL		$34.29									
	2-WIRE Universal Digital Channel (UDC) COMPATIBLE LOOP																
		2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 1		1	UDC	UDC2X	$21.15	$228.92	$152.42	$110.01	$21.63			$20.35	$10.54	$13.32	$13.32

NETWORK ELEMENTS
Tennessee

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES					OSS RATES					
								Nonrecurring		Nonrecurring		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
										Disconnect							
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 2		2	UDC	UDC2X	$27.62	$228.92	$152.42	$110.01	$21.63			$20.35	$10.54	$13.32	$13.32
		2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 3		3	UDC	UDC2X	$36.12	$228.92	$152.42	$110.01	$21.63			$20.35	$10.54	$13.32	$13.32
	2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP																
		2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP															
		2 Wire Unbundled ADSL Loop including manual service inquiry& facility reservation Zone 1		1	UAL	UAL2X	$13.82	$270.01	$234.63	$74.54	$39.14			$20.35	$10.54	$13.32	$13.32
		2 Wire Unbundled ADSL Loop including manual service inquiry& facility reservation Zone 2		2	UAL	UAL2X	$18.05	$270.01	$234.63	$74.54	$39.14			$20.35	$10.54	$13.32	$13.32
		2 Wire Unbundled ADSL Loop including manual service inquiry& facility reservation Zone 3		3	UAL	UAL2X	$23.60	$270.01	$234.63	$74.54	$39.14			$20.35	$10.54	$13.32	$13.32
		Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		$34.29									
		2 Wire Unbundled ADSL Loop without manual service inquiry& facility reservaton - Zone 1	I	1	UAL	UAL2W	$13.82	$31.99	$20.02	$10.65	$1.41			$20.35	$10.54	$13.32	$13.32
		2 Wire Unbundled ADSL Loop without manual service inquiry& facility reservaton - Zone 2	I	2	UAL	UAL2W	$18.05	$31.99	$20.02	$10.65	$1.41			$20.35	$10.54	$13.32	$13.32
		2 Wire Unbundled ADSL Loop without manual service inquiry& facility reservaton - Zone 3	I	3	UAL	UAL2W	$23.6	$31.99	$20.02	$10.65	$1.41			$20.35	$10.54	$13.32	$13.32
		Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		$34.29									
	2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
		2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
		2 Wire Unbundled HDSL Loop including manual service inquiry& facility reservation Zone 1		1	UHL	UHL2X	$10.83	$270.01	$234.63	$74.54	$39.14			$20.35	$10.54	$13.32	$13.32
		2 Wire Unbundled HDSL Loop including manual service inquiry& facility reservation Zone 2		2	UHL	UHL2X	$14.15	$270.01	$234.63	$74.54	$39.14			$20.35	$10.54	$13.32	$13.32
		2 Wire Unbundled HDSL Loop including manual service inquiry& facility reservation Zone 3		3	UHL	UHL2X	$18.50	$270.01	$234.63	$74.54	$39.14			$20.35	$10.54	$13.32	$13.32
		Order Coordination for Specified Conversion Time			UHL	OCOSL		$34.29									
		2 Wire Unbundled HDSL Loop without manual service inquiryand facility reservation Zone 1	I	1	UHL	UHL2W	$10.83	$31.99	$20.02	$10.65	$1.41			$20.35	$10.54	$13.32	$13.32
		2 Wire Unbundled HDSL Loop without manual service inquiryand facility reservation Zone 2	I	2	UHL	UHL2W	$14.15	$31.99	$20.02	$10.65	$1.41			$20.35	$10.54	$13.32	$13.32
		2 Wire Unbundled HDSL Loop without manual service inquiryand facility reservation Zone 3	I	3	UHL	UHL2W	$18.50	$31.99	$20.02	$10.65	$1.41			$20.35	$10.54	$13.32	$13.32
		Order Coordination for Specified Conversion Time			UHL	OCOSL		$34.29									
	4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
		4 Wire Unbundled HDSL Loop including manual service inquiryand facility reservation - Zone 1		1	UHL	UHL4X	$13.93	$279.60	$244.22	$74.54	$39.14			$20.35	$10.54	$13.32	$13.32
		4-Wire Unbundled HDSL Loop including manual service inquiryand facility reservation - Zone 2		2	UHL	UHL4X	$18.20	$279.60	$244.22	$74.54	$39.14			$20.35	$10.54	$13.32	$13.32
		4-Wire Unbundled HDSL Loop including manual service inquiryand facility reservation - Zone 3		3	UHL	UHL4X	$23.80	$279.60	$244.22	$74.54	$39.14			$20.35	$10.54	$13.32	$13.32
		Order Coordination for Specified Conversion Time			UHL	OCOSL		$34.29									
		4-Wire Unbundled HDSL Loop without manual service inquiryand facility reservation - Zone 1	I	1	UHL	UHL4W	$13.93	$31.99	$20.02	$10.65	$1.41			$20.35	$10.54	$13.32	$13.32
		4-Wire Unbundled HDSL Loop without manual service inquiryand facility reservation - Zone 2	I	2	UHL	UHL4W	$18.2	$31.99	$20.02	$10.65	$1.41			$20.35	$10.54	$13.32	$13.32
		4-Wire Unbundled HDSL Loop without manual service inquiryand facility reservation - Zone 3	I	3	UHL	UHL4W	$23.80	$31.99	$20.02	$10.65	$1.41			$20.35	$10.54	$13.32	$13.32

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CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES					OSS RATES					
								Nonrecurring		Nonrecurring Disconnect		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Order Coordination for Specified Conversion Time			UHL	OCOSL		$34.29									
	4-WIRE DS1 DIGITAL LOOP																
		4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	$57.73	$313.08	$219.72	$96.86	$40.45			$18.98	$8.43	$11.95	$11.95
		4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	$75.40	$313.08	$219.72	$96.86	$40.45			$18.98	$8.43	$11.95	$11.95
		4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	$98.59	$313.08	$219.72	$96.86	$40.45			$18.98	$8.43	$11.95	$11.95
		Order Coordination for Specified Conversion Time			USL	OCOSL		$34.59									
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP																
		4 Wire Unbundled Digital 19.2 Kbps		1	UDL	UDL19	$31.1	$207.01	$141.38	$90.7				$20.35	$10.54	$13.32	$13.32
		4 Wire Unbundled Digital 19.2 Kbps		2	UDL	UDL19	$40.61	$207.01	$141.38	$90.7	$44.18			$20.35	$10.54	$13.32	$13.32
		4 Wire Unbundled Digital 19.2 Kbps		3	UDL	UDL19	$53.11	$207.01	$141.38	$90.7	$44.18			$20.35	$10.54	$13.32	$13.32
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL	UDL56	$31.10	$207.01	$141.38	$90.70	$44.18			$20.35	$10.54	$13.32	$13.32
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL	UDL56	$40.61	$207.01	$141.38	$90.70	$44.18			$20.35	$10.54	$13.32	$13.32
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL	UDL56	$53.11	$207.01	$141.38	$90.70	$44.18			$20.35	$10.54	$13.32	$13.32
		Order Coordination for Specified Conversion Time			UDL	OCOSL		$34.29									
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL	UDL64	$31.10	$207.01	$141.38	$90.70	$44.18			$20.35	$10.54	$13.32	$13.32
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL	UDL64	$40.61	$207.01	$141.38	$90.70	$44.18			$20.35	$10.54	$13.32	$13.32
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL	UDL64	$53.11	$207.01	$141.38	$90.70	$44.18			$20.35	$10.54	$13.32	$13.32
		Order Coordination for Specified Conversion Time			UDL	OCOSL		$34.29									
	2-WIRE Unbundled COPPER LOOP																
		2 Wire Unbundled Copper Loop/Short including manual service inquiry& fac. reservation - Statewide	I	SW	UCL	UCLPB	$12.16	$131.99	$120.02	$10.65	$1.41			$20.35	$10.54	$13.32	$13.32
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		$36.52	$36.52								
		2-Wire Unbundled Copper Loop/Short without manual svc. inquiryand facility reservation - Statewide	I	SW	UCL	UCLPW	$12.16	$31.99	$20.02	$10.65	$1.41			$20.35	$10.54	$13.32	$13.32
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		$36.52	$36.52								
		2-Wire Unbundled Copper Loop/Long - includes manual svc inquiryand facility reservation - Statewide	I	SW	UCL	UCL2L	$12.16	$131.99	$120.02	$10.65	$1.41			$20.35	$10.54	$13.32	$13.32
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		$36.52	$36.52								
		2-Wire Unbundled Copper Loop/Long - without manual svc. inquiryand facility reservation - Statewide	I	SW	UCL	UCL2W	$12.16	$31.99	$20.02	$10.65	$1.41			$20.35	$10.54	$13.32	$13.32
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		$36.52	$36.52								
		2-Wire Unbundled Copper Loop - Non-Designed Zone 1	I	1	UEQ	UEQ2X	$13.19	$31.99	$20.02	$10.65	$1.41			$19.99	$19.99	$19.99	$19.99
		2 Wire Unbundled Copper Loop - Non-Designed - Zone 2	I	2	UEQ	UEQ2X	$17.23	$31.99	$20.02	$10.65	$1.41			$19.99	$19.99	$19.99	$19.99
		2 Wire Unbundled Copper Loop - Non-Designed - Zone 3	I	3	UEQ	UEQ2X	$22.53	$31.99	$20.02	$10.65	$1.41			$19.99	$19.99	$19.99	$19.99
		Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBMC		$36.46	$36.46								
		Engineering Information Document			UEQ			$28.80	$28.80								
		Loop Testing - Basic 1st Half Hour			UEQ	URET1		$78.92	$78.92								
		Loop Testing - Basic Additional Half Hour			UEQ	URETA		$23.33	$23.33								
	4-WIRE COPPER LOOP																
		4-Wire Copper Loop/Short - including manual service inquiryand facility reservation - Statewide	I	SW	UCL	UCL4S	$12.16	$131.99	$120.02	$10.65	$1.41			$20.35	$10.54	$13.32	$13.32
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		$36.52	$36.52								

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CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES					OSS RATES					
								Nonrecurring		Nonrecurring Disconnect		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		4-Wire Copper Loop/Short - without manual service inquiryand facility reservation - Statewide	I	SW	UCL	UCL4W	$12.16	$31.99	$20.02	$10.65	$1.41			$20.35	$10.54	$13.32	$13.32
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		$36.52	$36.52								
		4-Wire Unbundled Copper Loop/Long - includes manual svc inquiryand facility reservation - Statewide	I	SW	UCL	UCL4L	$12.15	$131.99	$120.02	$10.65	$1.41			$20.35	$10.54	$13.32	$13.32
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		$36.52	$36.52								
		4-Wire Unbundled Copper Loop/Long - without manual svc. inquiryand facility reservation - Statewide	I	SW	UCL	UCL4O	$12.16	$31.99	$20.02	$10.65	$1.41			$20.35	$10.54	$13.32	$13.32
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		$36.52	$36.52								
LOOP MODIFICATION																	
		Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft	I		UAL, UHL, UCL, UEQ, ULS	ULM2L		$65.40	$65.40								
		Unbundled Loop Modification, Removal of Load Coils - 2 wire greater than 18kft	I		UCL, ULS	ULM2G		$710.71	$23.77								
		Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft	I		UHL, UCL	ULM4L		$65.40	$65.40								
		Unbundled Loop Modification Removal of Load Coils - 4 Wire pair greater than 18k ft	I		UCL	ULM4G		$710.71	$23.77								
		Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop	I		UAL, UHL, UCL, UEQ, UEF, ULS	ULMBT		$65.44	$65.44								
SUB-LOOPS																	
	Sub-Loop Distribution																
		Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up	I		UEANL	USBSA		$517.25	$517.25					$20.35	$10.54	$13.32	$13.32
		Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up	I		UEANL	USBSB		$42.68	$42.68					$20.35	$10.54	$13.32	$13.32
		Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up	I		UEANL	USBSC		$313.01	$313.01					$20.35	$10.54	$13.32	$13.32
		Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up	I		UEANL	USBSD		$108.06	$108.06					$20.35	$10.54	$13.32	$13.32
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Statewide		SW	UEANL	USBN2	$10.02	$148.84	$112.34	$73.14	$36.65			$20.35	$10.54	$13.32	$13.32
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		$34.29	$34.29								
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN4	$7.30	$147.93	$75.11	$99.96	$16.98			$20.35	$10.54	$13.32	$13.32
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN4	$9.54	$147.93	$75.11	$99.96	$16.98			$20.35	$10.54	$13.32	$13.32
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN4	$12.47	$147.93	$75.11	$99.96	$16.98			$20.35	$10.54	$13.32	$13.32
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		$34.29	$34.29								
		Sub-Loop 2-Wire Intrabuilding Network Cable (INC)	I		UEANL	USBR2	$1.35	$94.56	$29.35	$94.41	$13.09			$20.35	$10.54	$13.32	$13.32
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		$34.29	$34.29								
		Sub-Loop 4-Wire Intrabuilding Network Cable (INC)	I		UEANL	USBR4	$2.26	$116.14	$37.10	$99.96	$16.98			$20.35	$10.54	$13.32	$13.32
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		$34.29	$34.29								
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	I	1	UEF	UCS2X	$5.16	$110.71	$37.89	$94.41	$13.09			$20.35	$10.54	$13.32	$13.32
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	I	2	UEF	UCS2X	$6.74	$110.71	$37.89	$94.41	$13.09			$20.35	$10.54	$13.32	$13.32
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	I	3	UEF	UCS2X	$8.81	$110.71	$37.89	$94.41	$13.09			$20.35	$10.54	$13.32	$13.32
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		$34.29	$34.29								
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	I	1	UEF	UCS4X	$6.52	$117.12	$44.30	$99.96	$16.98			$20.35	$10.54	$13.32	$13.32
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	I	2	UEF	UCS4X	$8.52	$117.12	$44.30	$99.96	$16.98			$20.35	$10.54	$13.32	$13.32
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	I	3	UEF	UCS4X	$11.14	$117.12	$44.30	$99.96	$16.98			$20.35	$10.54	$13.32	$13.32
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		$34.29	$34.29								

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CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES					OSS RATES					
								Nonrecurring		Nonrecurring							
										Disconnect							
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Sub-Loop Feeder																
		USL-Feeder, DS0 Set-up per Cross Box location - CLEC Distribution Facility set-up			UEA, UDN,UCL,UDL,UDC	USBFW		$517.25									
		USL Feeder - DS0 Set-up per Cross Box location - per 25 pair set-up			UEA, UDN,UCL,UDL,UDC	USBFX		$42.68	$42.68								
		USL Feeder DS1 Set-up at DSX location, per DS1 termination			USL	USBFZ		$531.04	$11.34								
		Unbundled Sub-Loop Feeder Loop, 2 Wire Ground-Start, Voice Grade- Statewide		SW	UEA	USBFA	$12.05	$122.24	$85.05	$76.35	$39.16		$19.99	$20.35	$10.54	$13.32	$13.32
		Order Coordination for Specified Conversion Time, per LSR			UEA	OCOSL		$34.29									
		Unbundled Sub-Loop Feeder Loop, 2 Wire Loop-Start, Voice Grade - Statewide		SW	UEA	USBFB	$12.05	$122.24	$85.05	$76.35	$39.16			$20.35	$10.54	$13.32	$13.32
		Order Coordination for Specified Time Conversion, per LSR			UEA	OCOSL		$34.29									
		Unbundled Sub-Loop Feeder Loop, 2 Wire Reverse Battery Voice Grade Loop - Statewide		SW	UEA	USBFC	$12.05	$122.24	$85.05	$76.35	$39.16			$20.35	$10.54	$13.32	$13.32
		Order Coordination For Specified Conversion Time, per LSR			UEA	OCOSL		$34.29									
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground-Start, Voice Grade - Zone 1		1	UEA	USBFD	$21.52	$137.31	$61.93	$118.04	$30.13			$20.35	$10.54	$13.32	$13.32
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground-Start, Voice Grade - Zone 2		2	UEA	USBFD	$28.11	$137.31	$61.93	$118.04	$30.13			$20.35	$10.54	$13.32	$13.32
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground Start, Voice Grade - Zone 3		3	UEA	USBFD	$36.76	$137.31	$61.93	$118.04	$30.13			$20.35	$10.54	$13.32	$13.32
		Order Coordination For Specified Conversion Time, Per LSR			UEA	OCOSL		$34.29									
		Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 1		1	UEA	USBFE	$21.52	$137.31	$61.93	$118.04	$30.13			$20.35	$10.54	$13.32	$13.32
		Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 2		2	UEA	USBFE	$28.11	$137.31	$61.93	$118.04	$30.13			$20.35	$10.54	$13.32	$13.32
		Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 3		3	UEA	USBFE	$36.76	$137.31	$61.93	$118.04	$30.13			$20.35	$10.54	$13.32	$13.32
		Order Coordination For Specified Conversion Time, Per LSR			UEA	OCOSL		$34.29									
		Unbundled Sub-Loop Feeder Loop, 2 Wire ISDN BRI - Zone 1		1	UDN	USBFF	$16.11	$142.83	$67.45	$104.67	$18.53			$19.99	$19.99	$19.99	$19.99
		Unbundled Sub-Loop Feeder Loop, 2-Wire ISDN BRI - Zone 2		2	UDN	USBFF	$21.04	$142.83	$67.45	$104.67	$18.53			$19.99	$19.99	$19.99	$19.99
		Unbundled Sub-Loop Feeder Loop, 2-Wire ISDN BRI - Zone 3		3	UDN	USBFF	$27.51	$142.83	$67.45	$104.64	$18.53			$19.99	$19.99	$19.99	$19.99
		Order Coordination For Specified Conversion Time, Per LSR			UDN	OCOSL		$34.29									
		Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)		1	UDC	USBFS	$16.11	$142.83	$67.45	$104.67	$18.53			$19.99	$19.99	$19.99	$19.99
		Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)		2	UDC	USBFS	$21.04	$142.83	$67.45	$104.67	$18.53			$19.99	$19.99	$19.99	$19.99
		Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)		3	UDC	USBFS	$27.51	$142.83	$67.45	$104.64	$18.53			$19.99	$19.99	$19.99	$19.99
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 1		1	USL	USBFG	$39.74	$116.000	$40.62	$106.82	$18.91			$19.99	$19.99	$19.99	$19.99
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 2		2	USL	USBFG	$51.9	$116.000	$40.62	$106.82	$18.91			$19.99	$19.99	$19.99	$19.99
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 3		3	USL	USBFG	$67.86	$116.000	$40.62	$106.82	$18.91			$19.99	$19.99	$19.99	$19.99
		Order Coordination For Specified Conversion Time, Per LSR			USL	OCOSL		$34.29									
		Unbundled Sub-Loop Feeder, 2-Wire Copper Loop - Zone 1		1	UCL	USBFH	$9.52	$114.27	$38.89	$104.64	$18.53			$19.99	$19.99	$19.99	$19.99
		Unbundled Sub-Loop Feeder Loop, 2-Wire Copper Loop - Zone 2		2	UCL	USBFH	$12.43	$114.27	$38.89	$104.64	$18.53			$19.99	$19.99	$19.99	$19.99
		Unbundled Sub-Loop Feeder Loop, 2-Wire Copper Loop - Zone 3		3	UCL	USBFH	$16.26	$114.27	$38.89	$104.64	$18.53			$19.99	$19.99	$19.99	$19.99
		Order Coordination For Specified Conversion Time, per LSR			UCL	OCOSL		$34.29									
		Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 1		1	UCL	USBFJ	$14.37	$123.41	$48.03	$110.44	$22.53			$19.99	$19.99	$19.99	$19.99
		Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 2		2	UCL	USBFJ	$18.76	$123.41	$48.03	$110.44	$22.53			$19.99	$19.99	$19.99	$19.99
		Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 3		3	UCL	USBFJ	$24.53	$123.41	$48.03	$110.44	$22.53			$19.99	$19.99	$19.99	$19.99
		Order Coordination For Specified Conversion Time, per LSR			UCL	OCOSL		$34.29									
		Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		1	UDL	USBFN	$26.06	$116.000	$40.62	$106.82	$18.91		$19.99	$19.99	$19.99	$19.99	$19.99
		Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		2	UDL	USBFN	$34.03	$116.000	$40.62	$106.82	$18.91			$19.99	$19.99	$19.99	$19.99
		Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		3	UDL	USBFN	$44.5	$116.000	$40.62	$106.82	$18.91			$19.99	$19.99	$19.99	$19.99
		Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 1		1	UDL	USBFO	$26.06	$116.000	$40.62	$106.82	$18.91			$19.99	$19.99	$19.99	$19.99
		Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 2		2	UDL	USBFO	$34.03	$116.000	$40.62	$106.82	$18.91			$19.99	$19.99	$19.99	$19.99
		Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 3		3	UDL	USBFO	$44.5	$116.000	$40.62	$106.82	$18.91			$19.99	$19.99	$19.99	$19.99

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CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES					OSS RATES					
								Nonrecurring		Nonrecurring		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
										Disconnect							
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Order Coordination For Specified Time Conversion, per LSR			UDL	OCOSL		$34.29									
		Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 1		1	UDL	USBFP	$26.06	$116.000	$40.62	$106.82	$18.91			$19.99	$19.99	$19.99	$19.99
		Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 2		2	UDL	USBFP	$34.03	$116.000	$40.62	$106.82	$18.91			$19.99	$19.99	$19.99	$19.99
		Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 3		3	UDL	USBFP	$44.5	$116.000	$40.62	$106.82	$18.91			$19.99	$19.99	$19.99	$19.99
		Order Coordination For Specified Conversion Time, per LSR			UDL	OCOSL		$34.29									
		Unbundled Sub-Loop Modification															
		Unbundled Sub-Loop Modification - 2-W Copper Dist Load Coil/Equip Removal per 2 W PR			UEF	ULM2X		$335.35	$7.82					$20.34	$10.54	$13.32	$13.32
		Unbundled Sub-loop Modification - 4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULM4X		$335.36	$7.82					$20.35	$10.54	$13.32	$13.32
		Unbundled Sub-loop Modification - 2-w/4-w Copper Dist Bridged Tap Removal, per PR unloaded			UEF	ULM4T		$528.48	$9.74					$20.35	$10.54	$13.32	$13.32
		Unbundled Network Terminating Wire (UNTW)															
		Unbundled Network Terminating Wire (UNTW) per Pair	I		UENTW	UENPP	$0.45	$2.48	$2.48					$20.35	$10.54	$13.32	$13.32
		Network Interface Device (NID)															
		Network Interface Device (NID) - 1-2 lines			UENTW	UND12		$89.69	$54.56					$20.35	$10.54	$13.32	$13.32
		Network Interface Device (NID) - 1-6 lines			UENTW	UND16		$129.65	$94.51					$20.35	$10.54	$13.32	$13.32
		Network Interface Device Cross Connect - 2 W			UENTW	UNDC2		$0.74	$0.74					$20.35	$10.54	$13.32	$13.32
		Network Interface Device Cross Connect - 4W			UENTW	UNDC4		$0.74	$0.74					$20.35	$10.54	$13.32	$13.32
UNBUNDLED LOOP CONCENTRATION																	
		Loop Channelization System			ULC	ULCCS	$307.07	$307.34	$74.37	$4.18				$20.35	$10.54	$13.32	$13.32
		CO Channel Interface - 2-Wire Voice Grade			ULC	ULCC2	$1.20	$9.57	$9.52	$8.66	$8.60			$20.35	$10.54	$13.32	$13.32
		Unbundled Loop Concentration - System A (TR008)			ULC	UCT8A	$500.18	$613.6	$613.6					$20.35	$10.54	$13.32	$13.32
		Unbundled Loop Concentration - System B (TR008)			ULC	UCT8B	$54.82	$255.67	$255.67					$20.35	$10.54	$13.32	$13.32
		Unbundled Loop Concentration - System A (TR303)			ULC	UCT3A	$539.	$613.6	$613.6					$20.35	$10.54	$13.32	$13.32
		Unbundled Loop Concentration - System B (TR303)			ULC	UCT3B	$92.37	$255.67	$255.67					$20.35	$10.54	$13.32	$13.32
		Unbundled Loop Concentration - DS1 Loop Interface Card			ULC	UCTCO	$6.23	$74.39	$53.07	$30.23	$8.46			$20.35	$10.54	$13.32	$13.32
		Unbundled Loop Concentration - ISDN Loop Interface (Brite Card)			UDN	ULCC1	$8.46	$8.69	$8.65	$9.71	$9.65			$20.35	$10.54	$13.32	$13.32
		Unbundled Loop Concentration - UDC Loop Interface (Brite Card)			UDC	ULCCU	$8.46	$8.69	$8.65	$9.71	$9.65			$20.35	$10.54	$13.32	$13.32
		Unbundled Loop Concentration - -2 Wire Voice-Loop Start or Ground Start Loop Interface (POTS Card)			UEA	ULCC2	$2.32	$8.69	$8.65	$9.71	$9.65			$20.35	$10.54	$13.32	$13.32
		Unbundled Loop Concentration - 2 Wire Voice - Reverse BatteryLoop Interface (SPOTS Card)			UEA	ULCCR	$12.45	$8.69	$8.65	$9.71	$9.65			$20.35	$10.54	$13.32	$13.32
		Unbundled Loop Concentration - 4 Wire Voice Loop Interface (Specials Card)			UEA	ULCC4	$7.53	$8.69	$8.65	$9.71	$9.65			$20.35	$10.54	$13.32	$13.332
		Unbundled Loop Concentration - TEST CIRCUIT Card			ULC	UCTTC	$35.77	$8.69	$8.65	$9.71	$9.65			$20.35	$10.54	$13.32	$13.32
		Unbundled Loop Concentration - Digital 19.2 Kbps Data Loop Interface			UDL	ULCC7	$11.03	$8.069	$8.65	$9.71	$9.65			$20.35	$10.54	$13.32	$13.32
		Unbundled Loop Concentration - Digital 56 Kbps Data Loop Interface			UDL	ULCC5	$11.03	$8.69	$8.65	$9.71	$9.65			$20.35	$10.54	$13.32	$13.32
		Unbundled Loop Concentration - Digital 64 Kbps Data Loop Interface			UDL	ULCC6	$11.03	$8.69	$8.65	$9.71	$9.65			$20.35	$10.54	$13.32	$13.32
UNBUNDLED SUB-LOOP CONCENTRATION (OUTSIDE CO)																	
UNE OTHER, PROVISIONING ONLY - NO RATE																	
		NID - Dispatch and Service Order for ND installation			UENTW	UNDBX											
		UNTW Circuit Id Establishment, Provisioning Only- No Rate			UENTW	UENCE											

NETWORK ELEMENTS
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CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES					OSS RATES					
								Nonrecurring		Nonrecurring							
										Disconnect							
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Unbundled Contract Name, Provisioning Only- No Rate			UEANL, UEF,UEQ,UENTW	UNECN											
		Unbundled Contact Name, Provisioning Only- no rate			UAL,UCL,UDC, UDL,UDN,UEA, UHL,ULC	UNECN	$0.0	$0.0									
		Unbundled Sub-Loop Feeder-2 Wire Cross Box Jumper - no rate			UEA,UDN,UCL, UDC	USBFQ	$0.0	$0.0									
		Unbundled Sub-Loop Feeder-4 Wire Cross Box Jumper - no rate			UEA,USL,UCL,UDL	USBFR	$0.0	$0.0									
		Unbundled DS1 Loop - Superframe Format Option - no rate			USL	CCOSF	$0.0	$0.0									
		Unbundled DS1 Loop - Expanded Superframe Format option - no rate			USL	CCOEF	$0.0	$0.0									
HIGH CAPACITY UNBUNDLED LOCAL LOOP																	
	NOTE: 4 month minimum billing period																
		High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	$9.19										
		High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	$374.24	$595.67	$304.5	$234.83	$170.16						
		High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	$9.19							$36.84	$36.84	$19.01	$19.01
		High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	$389.35	$595.37	$304.5	$215.82	$151.15						
														$36.84	$36.84	$19.01	$19.01
LOOP MAKE-UP																	
		Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual).	I		UMK	UMKLW		$100.00	$100.00								
		Loop Makeup - Preordering With Reservation, per spare facilityqueried (Manual).	I		UMK	UMKLP		$100.00	$100.00								
		Loop Makeup--With or Without Reservation, per working or spare facilityqueried (Mechanized)	I		UMK	PSUMK	$0.6888										
	SHARING																
		Line Sharing Splitter, per System 96 Line Capacity	I		ULS	ULSDA	$100.00	$150.00	$0.0	$150.00	$0.0		$0.0				
		Line Sharing Splitter, per System 24 Line Capacity	I		ULS	ULSDB	$25.00	$150.00	$0.0	$150.00	$0.0		$0.0				
		Line Sharing Splitte, Per System, 8 Line Capacity	I		ULS	ULSD8	$8.33	$150.00	$0.0	$150.00	$0.0		$0.0				
		Line Sharing - per Line Activation	I		ULS	ULSDC	$0.61	$40.00	$21.39	$35.06	$10.79			$20.35	$10.54	$13.32	$13.32
		Line Sharing - per Subsequent Activityper Line Rearrangement	I		ULS	ULSDS		$30.00	$15.00					$20.35	$10.54	$13.32	$13.32
UNBUNDLED TRANSPORT																	
	COMMON TRANSPORT (Shared)																
		Common Transport - Per Mile, Per MOU					$0.0000064										
		Common Transport - Facilities Termination Per MOU					$0.0003871										
	NOTE: INTEROFFICE CHANNEL - DEDICATED TRANSPORT - minimum billing period: below DS3 = one month, DS3 and above four months																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT - VOICE GRADE																
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX	$0.0174										

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CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES					OSS RATES					
								Nonrecurring		Nonrecurring							
										Disconnect							
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			U1TVX	U1TV2	$18.53	$55.39	$17.37	$27.96	$3.51			$20.35	$21.09	$9.80	$10.54
		Interoffice Channel - Dedicated Transpor t- 2-Wire Voice Grade Rev Bat. - Per Mile per month			U1TVX	1L5XX	$0.0174										
		Interoffice Channel - Dedicated Transport- 2- Wire VG Rev Bat. - Facility Termination per month			U1TVX	U1TR2	$18.53	$55.39	$17.37	$27.96	$3.51			$20.35	$21.09	$9.8	$10.54
		Interoffice Channel - Dedicated Transport - 4-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX	$0.0054										
		Interoffice Channel - Dedicated Transport - 4- Wire Voice Grade - Facility Termination per month			U1TVX	U1TV4	$24.09	$37.87	$26.02	$30.78	$13.07			$15.08	$15.08	$8.66	$8.66
		Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			U1TDX	1L5XX	$0.0174										
		Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			U1TDX	U1TD5	$18.53	$55.39	$17.37	$27.96	$3.51			$20.35	$21.09	$9.80	$10.54
		Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			U1TDX	1L5XX	$0.0174										
		Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			U1TDX	U1TD6	$18.53	$55.39	$17.37	$27.96	$3.51			$20.35	$21.09	$9.8	$10.54
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS1																
		Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	$0.3525										
		Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			U1TD1	U1TF1	$77.83	$112.40	$76.27	$19.55	$14.99			$20.35	$21.09	$9.80	$10.54
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT- DS3																
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	$2.34										
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	$848.99	$395.29	$176.56	$109.04	$105.91			$36.84	$36.84	$19.01	$19.01
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT- STS-1																
		Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	$2.34										
		Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination per month			U1TS1	U1TFS	$849.30	$395.29	$176.56	$109.04	$105.91			$36.84	$36.84	$19.01	$19.01
	LOCAL CHANNEL - DEDICATED TRANSPORT																
	NOTE: LOCAL CHANNEL DEDICATED TRANSPORT - minimum billing period - below DS3=one month, DS3 and above=four months																
		Local Channel - Dedicated - 2-Wire Voice Grade Per Month			ULCVX	ULDV2	$19.02	$199.33	$24.16	$54.81	$4.8			$20.35	$10.54	$13.32	$13.32
		Local Channel - Dedicated - 2-Wire Voice Grade Rev Bat per month			ULCVX	ULDR2	$19.02	$199.33	$24.16	$54.81	$4.8			$20.35	$21.09	$9.8	$10.54
		Local Channel - Dedicated - 4-Wire Voice Grade per month			UNCVX	ULDV4	$20.56	$201.53	$24.83	$55.52	$5.51			$20.35	$20.35	$13.32	$13.32
		Local Channel - Dedicated - DS1 per month			ULDD1	ULDF1	$40.99	$277.35	$233.26	$33.16	$22.3			$45.68	$1.76	$21.75	$1.76
		Local Channel - Dedicated - DS3 - Per Mile per month			ULDD3	1L5NC	$7.15										
		Local Channel - Dedicated - DS3 - Facility Termination per month			ULDD3	ULDF3	$611.3	$595.37	$304.5	$215.82	$151.15			$36.84	$36.84	$19.01	$19.01
		Local Channel - Dedicated - STS-1- Per Mile per month			ULDS1	1L5NC	$7.15										
		Local Channel - Dedicated - STS-1 - Facility Termination per month			ULDS1	ULDFS	$599.59	$595.37	$304.5	$215.82	$151.15			$20.35	$21.09	$9.8	$10.54
MULTIPLEXERS																	
		Channelization - DS1 to DS0 Channel System			UXTD1	MQ1	$80.77	$141.67	$77.11	$44.47	$42.62			$20.35	$9.8	$11.49	$1.18
		OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs)			UDL	1D1DD	$1.82	$6.07	$4.66								
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel Systsem - per month			UDN	UC1CA	$3.10	$6.07	$4.66								
		Voice Grade COCI - DS1 to DS0 Channel System - per month			UEA	1D1VG	$.91	$6.07	$4.66								
		DS3 to DS1 Channel System per month			UXTD3	MQ3	$222.98	$308.03	$108.47	$6.34	$4.23			$20.35	$9.8	$11.49	$1.18
		STS1 to DS1 Channel System per month			UXTS1	MQ3	$222.98	$308.03	$108.47	$6.34	$4.23			$20.35	$21.09	$9.8	$9.8
		DS3 Interface Unit (DS1 COCI) used with Loop per month			USL	UC1D1	$17.58	$6.07	$4.66								
DARK FIBER																	
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Channel			UDF	1L5DC	$53.23										
		NRC Dark Fiber - Local Channel			UDF	UDFC4		$1,219.22	$169.75	$453.22	$339.34			$20.35	$21.09	$9.8	$10.54

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CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES					OSS RATES					
								Nonrecurring		Nonrecurring Disconnect		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Interoffice Channel			UDF	1L5DF	$53.23										
		NRC Dark Fiber - Interoffice Channel			UDF	UDF14		$1,219.22	$169.75	$453.22	$339.34			$20.35	$21.09	$9.8	$10.54
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Loop			UDF	1L5DL	$53.23										
		NRC Dark Fiber - Local Loop			UDF	UDFL4		$1,219.22	$169.75	$453.22	$339.34			$20.35	$21.09	$9.8	$10.54
TRANSPORT OTHER																	
		Clear Channel Capability (B8ZS/ESF) Option - Subsequent - per DS1 Channel			UNC1X	CCOEF		$185.16	$23.85	$2.03	$0.79			$20.35	$21.09	$9.8	$10.54
		Clear Channel Capability (B8ZS/SF) Option - Subsequent - per DS1 Channel			UNC1X	CCOSF		$185.16	$23.85	$2.03	$0.79			$20.35	$21.09	$9.8	$10.54
8XX ACCESS TEN DIGIT SCREENING																	
		8XX Access Ten Digit Screening, Per Call			OHD		$0.0005192										
		8XX Access Ten Digit Screening, Reservation Charge Per 8XX Number Reserved			OHD	N8R1X		$5.21	$0.76					$20.35	$20.35	$13.28	$13.28
		8XX Access Ten Digit Screening, Per 8XX No. Established W/O POTS Translations			OHD			$11.47	$1.46	$7.34	$0.7602			$20.35	$20.35	$13.28	$13.28
		8XX Access Ten Digit Screening, Per 8XX No. Established With POTS Translations			OHD	N8FTX		$11.47	$1.46	$7.34	$0.7602			$20.35	$20.35	$13.28	$13.28
		8XX Access Ten Digit Screening, Customized Area of Service Per 8XX Number			OHD	N8FCX		$4.47	$2.24					$20.35	$20.35	$13.28	$13.28
		8XX Access Ten Digit Screening, Multiple InterLATA CXR Routing Per CXR Requested Per 8XX No.			OHD	N8FMX		$5.23	$3.00					$20.35	$20.35	$13.28	$13.28
		8XX Access Ten Digit Screening, Change Charge Per Request			OHD	N8FAX		$5.97	$0.76					$20.35	$20.35	$13.28	$13.28
		8XX Access Ten Digit Screening, Call Handling and Destination Features			OHD	N8FDX		$4.47						$20.35	$20.35	$13.28	$13.28
LINE INFORMATION DATA BASE ACCESS (LIDB)																	
		LIDB Common Transport Per Query			OQT		$0.0000354										
		LIDB Validation Per Query			OQU		$0.0117403										
		LIDB Originating Point Code Establishment or Change			OQT, OQU	NRPBX		$49.03						$20.35	$20.35	$13.28	$13.28
SIGNALING (CCS7)																	
		CCS7 Signaling Termination, Per STP Port			1DB	PT8SX	$138.41										
		CCS7 Signaling Usage, Per TCAP Message			1DB		$0.0000916							$20.35	$20.35	$13.32	$13.32
	NOTE: Applicable when measurement and billing capabilityexists.																
		CCS7 Signaling Connection, Per link(A link)			1DB	TPP++	$17.84	$130.84	$130.84					$20.35	$20.35	$13.32	$13.32
		CCS7 Signaling Connection, Per link(B link) (also known as D link)			1DB	TPP++	$17.84	$130.84	$130.84					$20.35	$20.35	$13.32	$13.32
		CCS7 Signaling Usage, Per ISUP Message			1DB		$0.0000373										
	NOTE: Applicable when measurement and billing capabilityexists.																
		CCS7 Signaling Usage Surrogate, per linkper LATA			1DB	STU56	$352.30							$20.35	$20.35	$13.32	$13.32
		CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected			1DB	CCAPO		$40.00	$40.00					$20.35	$20.35	$13.32	$13.32
		CCS7 Signaling Point Code, per Destination Point Code Establishment or Change, Per Stp Affected			1DB	CCAPD		$8.0	$8.0					$20.35	$20.35	$13.32	$13.32
E911 SERVICE																	
CALLING NAME (CNAM) SERVICE																	
		CNAM for DB Owners, Per Query			OQV		$0.016										
		CNAM for Non DB Owners, Per Query			OQV		$0.01										
		CNAM (Non-Databs Owner), NRC, applies when using the Character Based User Interface (CHUI)			OQV	CDDCH		$595.00	$595.000					$20.35	$20.35	$13.28	$13.28

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CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES					OSS RATES					
								Nonrecurring		Nonrecurring Disconnect		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LNP QUERY SERVICE																	
OPERATOR CALL PROCESSING																	
		Oper. Call Processing - Oper. Provided, Per Mn. - Using BST LIDB					$1.2										
		Oper. Call Processing - Oper. Provided, Per Mn. - Using Foreign LIDB					$1.24										
		Oper. Call Processing - Fully Automated, per Call - Using BST LIDB					$0.20										
		Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB					$0.20										
INWARD OPERATOR SERVICES																	
		Inward Operator Services - Verification, Per Call					$1.00										
		Inward Operator Services - Verification and Emergency Interrupt - Per Call					$1.95										
BRANDING - OPERATOR CALL PROCESSING																	
		Recording of Custom Branded OA Announcement				CBAOS		$7,000.00	$7,000.00	$9.61	$9.61			$19.99	$19.99	$19.99	$19.99
		Loading of Custom Branded OA Announcement per shelf/DAV				CBAOL		$500.00	$500.00					$19.99	$19.99		
DIRECTORY ASSISTANCE SERVICES																	
	DIRECTORY ASSISTANCE ACCESS SERVICE																
		Directory Assistance Access Service Calls, Charge Per Call					$0.275										
	DIRECTORY ASSISTANCE CALL COMPLETION ACCESS SERVICE (DACC)																
		Directory Assistance Call Completion Access Service (DACC), Per Call Attempt					$0.1										
	UNBRANDING																
	DIRECTORY TRANSPORT																
		Directory Transport - Local Channel DS1					$133.81	$868.97	$486.83					$20.35	$20.35	$13.28	$13.28
		Directory Transport - DS1 Level Interoffice Per Mile					$23.00										
		Directory Transport - DS1 Level Interoffice Per Facility Termination					$90.00	$100.49	$100.49					$20.35	$20.35	$13.28	$13.28
	DIRECTORY ASSISTANCE DATA BASE SERVICE (DADS)																
		Directory Assistance Data Base Service Charge Per Listing					$0.04										
		Directory Assistance Data Base Service, per month				DBSOF	$150.00										
BRANDING - DIRECTORY ASSISTANCE																	
		Custom Branding Announcement, per Recording to be used with the provision of DA			AMT	CBADA		$3,000.00	$3,000.00								
		Loading of Custom Branded Announcement per DRAM Card/Switch			AMT	CBADC		$690.00	$690.00								
SELECTIVE ROUTING																	
		Selective Routing Per Unique Line Class Code Per Request Per Switch				USRCR		$179.60	$179.6					$30.89	$7.03		
VIRTUAL COLLOCATION																	
		Virtual Collocatin - DS1 Cross Connects			USL,ULC	CNC1X	$1.319	$32.22	$17.76	$10.46	$8.75						
AIN SELECTIVE CARRIER ROUTING																	
		Regional Service Establishment			SRC	SRCEC		$391,788.00						$19.99	$19.99	$19.99	$19.99
		End Office Establishment			SRC	SRCEO		$320.53	$320.53					$19.99	$19.99	$19.99	$19.99
		Line/Port NRC, per end user			SRC	SRCLP		$2.06	$2.06					$19.99	$19.99	$19.99	$19.99
		Query NRC, per query			SRC		$0.000448										
AIN - BELLSOUTH AIN SMS ACCESS SERVICE																	
		AIN SMS Access Service - Service Establishment, Per State, Initial Setup				CAMSE		$135.56	$135.56					$20.35	$20.35	$13.28	$13.28

NETWORK ELEMENTS
Tennessee

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES					OSS RATES					
								Nonrecurring		Nonrecurring							
										Disconnect							
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		AIN SMS Access Service - Port Connection - Dial/Shared Access				CAMDP		$41.75	$41.75					$20.35	$20.35	$13.28	$13.28
		AIN SMS Access Service - Port Connection - ISDN Access				CAM1P		$41.75	$41.75					$20.35	$20.35	$13.28	$13.28
		AIN SMS Access Service - User Identification Codes - Per User ID Code				CAMAU		$96.63	$96.63					$20.35	$20.35	$13.28	$13.28
		AIN SMS Access Service - SecurityCard, Per User ID Code, Initial or Replacement				CAMRC		$113.67	$113.67					$20.35	$20.35	$13.28	$13.28
		AIN SMS Access Service - Storage, Per Unit (100 Kilobytes)					$0.0024										
		AIN SMS Access Service - Session, Per Minute					$0.0820123										
		AIN SMS Access Service - Company Performed Session, Per Minute					$2.27										
AIN - BELLSOUTH AIN TOOLKIT SERVICE																	
		AIN Toolkit Service - Service Establishment Charge, Per State, Initial Setup				BAPSC		$132.04	$132.04					$20.35	$20.35	$13.28	$13.28
		AIN Toolkit Service - Training Session, Per Customer				BAPVX		$7.915	$7,915.0000					$20.35	$20.35	$13.28	$13.28
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Term. Attempt				BAPTT		$31.21	$31.21					$20.35	$20.35	$13.28	$13.28
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Delay				BAPTD		$31.21	$31.21					$20.35	$20.35	$13.28	$13.28
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Immediate				BAPTM		$31.21	$31.21					$20.35	$20.35	$13.28	$13.28
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, 10-Digit PODP				BAPTO		$85.24	$85.24					$20.35	$20.35	$13.28	$13.28
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, CDP				BAPTC		$85.24	$85.24					$20.35	$20.35	$13.28	$13.28
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Feature Code				BAPTF		$85.24	$85.24					$20.35	$20.35	$13.28	$13.28
		AIN Toolkit Service - QueryCharge, Per Query					$.0211882										
		AIN Toolkit Service - Type 1 Node Charge, Per AIN Toolkit Subscription, Per Node, Per Query					$.0054774										
		AIN Toolkit Service - SCP Storage Charge, Per SMS Access Account, Per 100 Kilobytes					$1.50										
		AIN Toolkit Service - Monthly report - Per AIN Toolkit Service Subscription				BAPMS	$17.43	$33.52	$33.52					$20.35	$20.35	$13.28	$13.28
		AIN Toolkit Service - Special Study- Per AIN Toolkit Service Subscription				BAPLS	$0.1321116	$36.23	$36.23					$20.35	$20.35	$13.28	$13.28
		AIN Toolkit Service - Call Event Report - Per AIN Toolkit Service Subscription				BAPDS	$17.35	$33.52	$33.52					$20.35	$20.35	$13.28	$13.28
		AIN Toolkit Service - Call Event Special Study- Per AIN Toolkit Service Subscription				BAPES	$0.0511435	$36.23	$36.23					$20.35	$20.35	$13.28	$13.28
ODUF/EDOUF/ADUF/CMDS																	
	OPTIONAL DAILY USAGE FILE (ODUF)																
		ODUF: Recording, per message					$0.0000044										
		ODUF: Message Processing, per message					$0.0027366										
		ODUF: Message Processing, per Magnetic Tape provisioned					$52.75										
		ODUF: Data Transmission (CONNECT:DIRECT), per message					$0.0000339										
ENHANCED EXTENDED LINK (EELs)																	
	NOTE: New EELs available in State of Georgia, density zone 1 of following SMAs: Orlando, FL; Miami, FL; Ft. Lauderdale, FL; Nashville, TN; New Orleans, LA;																

NETWORK ELEMENTS
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CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES					OSS RATES					
								Nonrecurring		Nonrecurring							
										Disconnect							
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		NOTE: Charlotte-Gastonia-Rockhill, NC; Greensboro-Winston Salem-High Point, NC. Use all rates below except Switch As Is Charge.															
		NOTE: In all states, EEL network elements shown below also apply to currently combined facilities which are converted to UNE rates. A Switch As Is Charge applies to currently combined facilities converted to UNEs.(Non-recurring rates do not apply.)															
		NOTE: In Georgia, the EEL network elements apply to ordinarily combined network elements per the GA PSC order.(No Switch As Is Charge.)															
		2-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)															
		First 2-Wire VG Loop(SL2) in a DS1 Interofficed Transport Combination - Zone 1		1	UNCVX	UEAL2	$16.56	$108.76	$35.47	$72.94	$10.86			$20.35	$21.09	$9.8	$10.54
		First 2-Wire VG Grade Loop(SL2) in a DS1 Interofficed Transport Combination - Zone 2		2	UNCVX	UEAL2	$21.63	$108.76	$35.47	$72.94	$10.86			$20.35	$21.09	$9.8	$10.54
		First 2-Wire VG Grade Loop(SL2) in a DS1 Interofficed Transport Combination - Zone 3		3	UNCVX	UEAL2	$28.28	$108.76	$35.47	$72.94	$10.86			$20.35	$21.09	$9.8	$10.54
		Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	$0.3525										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	$77.83	$171.24	$113.12	$70.07	$30.9			$20.35	$21.09	$9.8	$10.54
		DS1 Channelization System Per Month			UNC1X	MQ1	$80.77	$214.52	$49.95	$75.98	$13.6						
		Voice Grade COCI - DS1 To Ds0 Interface - Per Month			UNCVX	1D1VG	$.91	$5.7	$4.42								
		Each Additional 2-Wire VG Loop(SL 2) in the same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL2	$16.56	$108.76	$35.47	$72.94	$10.86			$20.35	$21.09	$9.8	$10.54
		Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL2	$21.63	$108.76	$35.47	$72.94	$10.86			$20.35	$21.09	$9.8	$10.54
		Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL2	$28.28	$108.76	$35.47	$72.94	$10.86			$20.35	$21.09	$9.8	$10.54
		Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	$0.91	$5.7	$4.42								
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		$52.73	$24.62	$9.12	$9.12			$20.35	$21.09	$9.8	$10.54
		4-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)															
		First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	$24.70	$108.76	$35.47	$72.94	$10.86			$20.35	$21.09	$9.8	$10.54
		First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	$32.25	$108.76	$35.47	$72.94	$10.86			$20.35	$21.09	$9.8	$10.54
		First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	$42.17	$108.76	$35.47	$72.94	$10.86			$20.35	$21.09	$9.8	$10.54
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	$0.3525										
		Interoffice Transport - Dedicated - DS1 - Facility Termination Per Month			UNC1X	U1TF1	$77.83	$171.24	$113.12	$70.07	$30.9			$20.35	$21.09	$9.8	$10.54
		Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	$80.77	$214.52	$49.95	$75.98	$13.6						
		Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	$.91	$5.7	$4.42								
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	$24.70	$108.76	$35.47	$72.94	$10.86			$20.35	$21.09	$9.8	$10.54
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	$32.25	$108.76	$35.47	$72.94	$10.86			$20.35	$21.09	$9.8	$10.54
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	$42.17	$108.76	$35.47	$72.94	$10.86			$20.35	$21.09	$9.8	$10.54
		Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	$.91	$5.7	$4.42								
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		$52.73	$24.62	$9.12	$9.12			$20.35	$21.09	$9.8	$10.54
		4-WIRE 56 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)															
		First 4-Wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	$31.10	$108.76	$35.47	$72.94	$10.86			$20.35	$21.09	$9.8	$10.54

NETWORK ELEMENTS
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CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES					OSS RATES					
												Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Nonrecurring		Nonrecurring Disconnect							
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		First 4-wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	$40.61	$108.76	$35.47	$72.94	$10.86			$20.35	$21.09	$9.8	$10.54
		First 4-Wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	$53.11	$108.76	$35.47	$72.94	$10.9			$20.35	$21.09	$9.8	$10.54
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	$0.3525										
		Interoffice Transport - Dedicated - DS1 - combination Facility Termination Per Month			UNC1X	U1TF1	$77.83	$171.24	$113.12	$70.07	$30.9			$20.35	$21.09	$9.8	$10.54
		Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	$80.77	$214.52	$49.95	$75.98	$13.6						
		OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs)			UNCDX	1D1DD	$1.82	$5.7	$4.42								
		Additional 4-Wire 56Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	$31.10	$108.76	$35.47	$72.94	$10.86			$20.35	$21.09	$9.8	$10.54
		Additional 4-Wire 56Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	$40.61	$108.76	$35.47	$72.94	$10.86			$20.35	$21.09	$9.8	$10.54
		Additional 4-Wire 56Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	$53.11	$108.76	$35.47	$72.94	$10.9			$20.35	$21.09	$9.8	$10.54
		OCU-DP COCI (data) - DS1 to DS0 Channel System - combination per month (2.4-64kbs)			UNCDX	1D1DD	$1.82	$6.07	$4.66								
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		$52.73	$24.62	$9.12	$9.12			$20.35	$21.09	$9.8	$10.54
	4-WIRE 64 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																
		First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	$31.1	$108.76	$35.47	$72.94	$10.9			$20.35	$21.09	$9.8	$10.54
		First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	$40.61	$108.76	$35.47	$72.94	$10.9			$20.35	$21.09	$9.8	$10.54
		First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	$53.11	$108.76	$35.47	$72.94	$10.9			$20.35	$21.09	$9.8	$10.54
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	$0.3525										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	$77.83	$171.2	$113.12	$70.07	$30.90			$20.35	$21.09	$9.8	$10.54
		Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	$80.77	$214.5	$49.95	$75.98	$13.60						
		OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2.4-64kbs)			UNCDX	1D1DD	$1.82	$5.70	$4.42								
		Additional 4-Wire 64Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	$31.1	$108.76	$35.47	$72.94	$10.9			$20.35	$21.09	$9.8	$10.54
		Additional 4-Wire 64Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	$40.61	$108.76	$35.47	$72.94	$10.86			$20.35	$21.09	$9.8	$10.54
		Additional 4-Wire 64Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	$53.11	$108.76	$35.47	$72.94	$10.86			$20.35	$21.09	$9.8	$10.54
		OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2.4-64kbs)			UNCDX	1D1DD	$1.82	$5.70	$4.42								
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		$52.73	$24.62	$9.12	$9.12			$20.35	$21.09	$9.8	$10.54
	4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																
		4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 1		1	UNC1X	USLXX	$57.73	$228.4	$161.74	$79.87	$24.88			$20.35	$21.09	$9.8	$10.54
		4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 2		2	UNC1X	USLXX	$75.40	$228.	$161.74	$79.9	$24.88			$20.35	$21.09	$9.8	$10.54
		4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 3		3	UNC1X	USLXX	$98.59	$228.	$161.74	$79.9	$24.88			$20.35	$21.09	$9.8	$10.54
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	$0.3525										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	$77.83	$171.24	$113.12	$70.07	$30.90			$20.35	$21.09	$9.8	$10.54
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		$52.73	$24.62	$9.12	$9.12			$20.35	$21.09	$9.8	$10.54
	4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)																
		First DS1Loop in DS3 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	$57.73	$240.23	$180.87	$106.78	$45.24			$20.35	$21.09	$9.8	$10.54
		First DS1Loop in DS3 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	$75.40	$240.23	$180.87	$106.78	$45.24			$20.35	$21.09	$9.8	$10.54
		First DS1Loop in DS3 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	$98.59	$240.23	$180.87	$106.78	$45.24			$20.35	$21.09	$9.8	$10.54

NETWORK ELEMENTS
Tennessee

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES					OSS RATES					
												Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Nonrecurring		Nonrecurring							
										Disconnect							
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Interoffice Transport - Dedicated - DS3 combination - Per Mile Per Month			UNC3X	1L5XX	$2.34										
		Interoffice Transport - Dedicated - DS3 - Facility Termination per month			UNC3X	U1TF3	$848.99	$428.1	$153.81	$64.43	$35.43			$20.35	$21.09	$9.8	$10.54
		DS3 to DS1 Channel System combination per month			UNC3X	MQ3	$222.98	$319.48	$126.63	$45.53	$17.05						
		DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	$17.58	$6.52	$2.58								
		Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	$57.73	$240.23	$180.87	$106.8	$45.24			$20.35	$21.09	$9.8	$10.54
		Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	$75.4	$240.	$180.87	$106.8	$45.24			$20.35	$21.09	$9.8	$10.54
		Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	$98.59	$240.230	$180.87	$106.8	$45.24			$20.35	$21.09	$9.8	$10.54
		DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	$17.58	$6.52	$2.58								
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC3X	UNCCC		$52.73	$24.62	$9.12	$9.12			$20.35	$21.09	$9.8	$10.54
	2-WIRE VOICE GRADE EXTENDED LOOP/ 2 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)																
		2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL2	$16.56	$108.76	$35.47	$72.94	$10.86			$20.35	$21.09	$9.8	$10.54
		2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL2	$21.63	$108.76	$35.47	$72.94	$10.86			$20.35	$21.09	$9.8	$10.54
		2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL2	$28.28	$108.76	$35.47	$72.94	$10.86			$20.35	$21.09	$9.8	$10.54
		Interoffice Transport - Dedicated - 2-wire VG combination - Per Mile Per Month			UNCVX	1L5XX	$0.0174										
		Interoffice Transport - Dedicated - 2- Wire Voice Grade combination - Facility Termination per month			UNCVX	U1TV2	$18.53	$79.86	$44.06	$69.32	$31.00			$20.35	$21.09	$9.8	$10.54
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		$52.73	$24.62	$9.12	$9.12			$20.35	$21.09	$9.8	$10.54
	4-WIRE VOICE GRADE EXTENDED LOOP/ 4 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)																
		4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	$24.70	$108.75	$35.47	$72.94	$10.85			$20.35	$21.09	$9.8	$10.54
		4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	$32.25	$108.75	$35.47	$72.94	$10.85			$20.35	$21.09	$9.8	$10.54
		4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	$42.17	$108.75	$35.47	$72.94	$10.85			$20.35	$21.09	$9.8	$10.54
		Interoffice Transport - Dedicated - 4-wire VG combination - Per Mile Per Month			UNCVX	1L5XX	$0.0054										
		Interoffice Transport - Dedicated - 4- Wire Voice Grade combination - Facility Termination per month			UNCVX	U1TV4	$24.09	$79.83	$44.08	$69.32	$31.00			$20.35	$21.09	$9.8	$10.54
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		$52.73	$24.62	$9.12	$9.12			$20.35	$21.09	$9.8	$10.54
	DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)																
		High Capacity Unbundled Local Loop - DS3 combination - Per Mile per month			UNC3X	1L5ND	$9.19										
		High Capacity Unbundled Local Loop - DS3 combination - Facility Termination per month			UNC3X	UE3PX	$374.24	$240.23	$180.87	$106.78	$45.24						
		Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	$2.34										
		Interoffice Transport - Dedicated - DS3 combination - Facility Termination per per month			UNC3X	U1TF3	$848.99	$428.01	$153.81	$64.43	$35.43			$20.35	$21.09	$9.8	$10.54
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC3X	UNCCC		$52.73	$24.62	$9.12	$9.12			$20.35	$21.09	$9.8	$10.54
	STS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS1 INTEROFFICE TRANSPORT (EEL)																
		High Capacity Unbundled Local Loop - STS1 combination - Per Mile per month			UNCSX	1L5ND	$9.19										
		High Capacity Unbundled Local Loop - STS1 combination - Facility Termination per month			UNCSX	UDLS1	$389.35	$240.23	$180.87	$106.78	$45.24						
		Interoffice Transport - Dedicated - STS1 combination - Per Mile per month			UNCSX	1L5XX	$2.34										
		Interoffice Transport - Dedicated - STS1 combination - Facility Termination per month			UNCSX	U1TFS	$849.30	$428.01	$153.81	$64.43	$35.43			$20.35	$21.09	$9.8	$10.54
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCSX	UNCCC		$52.73	$24.62	$9.12	$9.12			$20.35	$21.09	$9.8	$10.54
	2-WIRE ISDN EXTENDED LOOP WITH DS1 INTEROFFICE TRANSPORT (EEL)																
		First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 1		1	UNCNX	U1L2X	$22.00	$108.76	$35.47	$72.94	$10.86			$20.35	$21.09	$9.8	$10.54
		First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 2		2	UNCNX	U1L2X	$29.02	$108.76	$35.47	$72.94	$10.86			$20.35	$21.09	$9.8	$10.54
		First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 3		3	UNCNX	U1L2X	$37.95	$108.76	$35.47	$72.94	$10.86			$20.35	$21.09	$9.8	$10.54

NETWORK ELEMENTS
Tennessee

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES					OSS RATES					
								Nonrecurring		Nonrecurring		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
										Disconnect							
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Interoffice Transport - Dedicated - DS1 combination - Per Mile			UNC1X	1L5XX	$0.3525										
		Interoffice Transport - Dedicated - DS1 combintion - Facility Termination per month			UNC1X	U1TF1	$77.83	$171.24	$113.12	$70.07	$30.9			$20.35	$21.09	$9.8	$10.54
		Channelization - Channel System DS1 to DS0 combination - per month			UNC1X	MQ1	$80.77	$49.95	$75.98	$13.6							
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System combination - per month			UNCNX	UC1CA	$3.10	$6.16	$0.6								
		Additional 2-wire DSN Loop in same DS1Interoffice Transport Combination - Zone 1		1	UNCNX	U1L2X	$22.00	$108.76	$35.47	$72.94	$10.86			$20.35	$21.09	$9.8	$10.54
		Additional 2-wire DSN Loop in same DS1Interoffice Transport Combination - Zone 2		2	UNCNX	U1L2X	$29.02	$108.76	$35.47	$72.94	$10.86			$20.35	$21.09	$9.8	$10.54
		Additional 2-wire DSN Loop in same DS1Interoffice Transport Combination - Zone 3		3	UNCNX	U1L2X	$37.95	$108.76	$35.47	$72.94	$10.86			$20.35	$21.09	$9.8	$10.54
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System combintaion- per month			UNCNX	UC1CA	$3.1	$6.16	$0.6								
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		$52.73	$24.62	$9.12	$9.12			$20.35	$21.09	$9.8	$10.54
	4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT (EEL)																
		First DS1 Loop in STS1 hteroffice Transport Combination - Zone 1		1	UNC1X	USLXX	$57.73	$228.4	$161.74	$0.00	$24.88			$20.35	$21.09	$9.8	$10.54
		First DS1 Loop in STS1 hteroffice Transport Combination - Zone 2		2	UNC1X	USLXX	$75.40	$228.400	$161.74	$0.0	$24.88			$20.35	$21.09	$9.8	$10.54
		First DS1 Loop in STS1 hteroffice Transport Combination - Zone 3		3	UNC1X	USLXX	$98.59	$228.400	$161.74	$0.0	$24.88			$20.35	$21.09	$9.8	$10.54
		Interoffice Transport - Dedicated - STS1 combination - Per Mile Per Month			UNCSX	1L5XX	$2.34										
		Interoffice Transport - Dedicated - STS1 combination - Facility Termination			UNCSX	U1TFS	$849.30	$426.01	$153.61	$64.43	$35.43			$20.35	$21.09	$9.8	$10.54
		STS1 to DS1 Channel System conbination per month			UNCSX	MQ3	$222.98	$428.01	$153.81	$64.43	$25.43						
		DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	$17.58	$5.7	$4.42								
		Additional DS1Loop in STS1 hteroffice Transport Combination - Zone 1		1	UNC1X	USLXX	$57.73	$228.400	$161.74	$0.0	$24.88			$20.35	$21.09	$9.8	$10.54
		Additional DS1Loop in STS1 hteroffice Transport Combination - Zone 2		2	UNC1X	USLXX	$75.4	$228.400	$161.74	$0.0	$24.88			$20.35	$21.09	$9.8	$10.54
		Additional DS1Loop in STS1 hteroffice Transport Combination - Zone 3		3	UNC1X	USLXX	$98.59	$228.400	$161.74	$0.0	$24.88			$20.35	$21.09	$9.8	$10.54
		DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	$17.58	$5.70	$4.42								
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCSX	UNCCC		$52.73	$24.62	$9.12	$9.12			$20.35	$21.09	$9.8	$10.54
	4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH 56 KBPS INTEROFFICE TRANSPORT (EEL)																
		4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	$31.10	$108.76	$35.47	$72.94	$10.86			$20.35	$21.09	$9.8	$10.54
		4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	$40.61	$108.76	$35.47	$72.94	$10.86			$20.35	$21.09	$9.8	$10.54
		4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	$53.11	$108.76	$35.47	$72.94	$10.9			$20.35	$21.09	$9.8	$10.54
		Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Per Mile			UNCDX	1L5XX	$0.174										
		Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Facility Termination			UNCDX	U1TD5	$22.1	$58.54	$38.32	$13.98	$8.59			$20.35	$21.09	$9.8	$10.54
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		$52.73	$24.62	$9.12	$9.12			$20.35	$21.09	$9.8	$10.54
	4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH 64 KBPS INTEROFFICE TRANSPORT (EEL)																
		4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	$31.10	$108.76	$35.47	$72.94	$10.9			$20.35	$21.09	$9.8	$10.54
		4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	$40.61	$108.76	$35.47	$72.94	$10.9			$20.35	$21.09	$9.8	$10.54
		4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	$53.11	$35.47	$35.47	$72.94	$10.9			$20.35	$21.09	$9.8	$10.54
		Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Per Mile			UNCDX	1L5XX	$0.174										
		Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Facility Termination			UNCDX	U1TD6	$22.1	$58.54	$38.32	$13.98	$8.59			$20.35	$21.09	$9.8	$10.54
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		$52.73	$24.62	$9.12	$9.12			$20.35	$21.09	$9.8	$10.54
ADDITIONAL NETWORK ELEMENTS																	
	When used as a part of a currently combined facility, the non-recurrng charges do not apply, but a Switch As Is charge does apply.																
	When used as ordinarility combined network elements in Georgia, the non-recurring charges apply and the Switch As Is Charge does not.																

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NETWORK ELEMENTS
Tennessee

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES					OSS RATES					
								Nonrecurring		Nonrecurring Disconnect		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Node (SynchroNet)																
		Node per month			UNCDX	UNCNT	$17.11										
	Nonrecurring Currently Combined Network Elements "Switch As Is" Charge (One applies to each combination)																
		2/4-Wire VG Interoffice Channel used in a COMBINATION - "Switch As Is" Conversion Charge			UNCVX	UNCCC		$52.73	$24.62	$9.12	$9.12			$20.35	$21.09	$9.8	$10.54
		56/64 kbps Interoffice Channel used in a COMBINATION - "Switch As Is" Conversion Charge			UNCDX	UNCCC		$52.73	$24.62	$9.12	$9.12			$20.35	$21.09	$9.8	$10.54
		DS1 Interoffice Channel used in a COMBINATION - "Switch As Is" Conversion Charge			UNC1X	UNCCC		$52.73	$24.62	$9.12	$9.12			$20.35	$21.09	$9.8	$10.54
		DS3 Interoffice Channel used in a COMBINATION - "Switch As Is" Conversion Charge			UNC3X	UNCCC		$52.73	$24.62	$9.12	$9.12			$20.35	$21.09	$9.8	$10.54
		STS1 Interoffice or Local Loop used in a COMBINATION - "Switch As Is" Conversion Charge			UNCSX	UNCCC		$52.73	$24.62	$9.12	$9.12			$20.35	$21.09	$9.8	$10.54
	NOTE: Local Channel - Dedicated Transport - minimum billing period - Below DS3=one month, DS3 and above=four months																
		Local Channel - Dedicated - 2-Wire Voice Grade per month			UNCXV	ULDV2	$19.02										
		Local Channel - Dedicated - 4-Wire Voice Grade per month			UNCXV	ULDV4	$20.56										
		Local Channel - Dedicated - DS1 Per Month			UNC1X	ULDF1	$40.00										
OPERATIONAL SUPPORT SYSTEMS																	
	NOTE: (1) Electronic Service Order: CLEC-1 should contact its contract negotiator if it prefers the state specific electronic service ordering charges as ordered by the State Commissions																
	NOTE: (1) Continued: The electronic service ordering charge currently contained in this rate exhibit is the BellSouth regional electronic service ordering charge																
	NOTE: (1) Concluded: CLEC-1 may elect either the state specific Commission ordered rates for the electronic service ordering charges, or CEC-1 may elect the regional electronic service ordering charge.																
	NOTE: (2) Manual Service Order charge: disconnect, in the state of Florida, to be billed on a per LSR basis																
		Electronic OSS Charge, per LSR submitted via BST's OSS interactive interfaces (Regional)				SOMEC		$3.50									
UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)																	
	Exchange Ports																
	NOTE: Although the Port Rate includes all available features in GA & TN, the desired features will need to be ordered using retail USOCs																
	2-WIRE VOICE GRADE LINE PORT RATES (RES)																
		Exchange Ports - 2-Wire Analog Line Port- Res.			UEPSR	UEPRL	$1.89	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		Exchange Ports - 2-Wire Analog Line Port with Caller ID - Res.			UEPSR	UEPRC	$1.89	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		Exchange Ports - 2-Wire Analog Line Port outgoing only- Res.			UEPSR	UEPRO	$1.89	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		Exchange Ports - 2-Wire VG unbundled TNextended local dialing parityPort with Caller ID - Res.			UEPSR	UEPAQ	$1.89	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		Exchange Ports - 2-Wire VG unbundled Tennessee Area Plus with Caller ID - Res (AC7)			UEPSR	UEPAH	$1.89	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.4
		Exchange Ports - 2-Wire VG unbundled Tennessee Area Calling port with Caller ID - Res (F2R)			UEPSR	UEPAK	$1.89	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		Exchange Ports - 2-Wire VG unbundled Tennessee Area Calling port with Caller ID - Res (TACER)			UEPSR	UEPAL	$1.89	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40

UNBUNDLED BELLSOUTH/INTERMEDIA AGREEMENT

NETWORK ELEMENTS
Tennessee

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES					OSS RATES					
								Nonrecurring		Nonrecurring Disconnect		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Exchange Ports - 2-Wire VG unbundled Tennessee Area Billing port with Caller ID - Res (TACSR)			UEPSR	UEPAM	$1.89	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		Exchange Ports - 2-Wire VG unbundled Tennessee Area Billing port with Caller ID - Res (1MF2X)			UEPSR	UEPAN	$1.89	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		Exchange Ports - 2-Wire VG unbundled Tennessee Area Billing port with Caller ID - Res (2MR)			UEPSR	UEPAO	$1.89	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		Exchange Ports - 2-Wire VG unbundled res. low usage line port with Caller ID (LUM)			UEPSR	UEPAP	$1.89	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		Subsequent Activity			UEPSR	USASC	$0.0	$0.0	$0.0								
	FEATURES																
		All Available Vertical Features			UEPSR	UEPVF	$0.0	$0.0	$0.0					$20.35	$10.54	$13.32	$1.40
	2-WIRE VOICE GRADE LINE PORT RATES (BUS)																
		Exchange Ports - 2-Wire Analog Line Port without Caller ID - Bus			UEPSB	UEPBL	$1.89	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		Exchange Ports - 2-Wire VG unbundled Line Port with unbundled port with Caller+E484 ID - Bus.			UEPSB	UEPBC	$1.89	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		Exchange Ports - 2-Wire Analog Line Port outgoing only- Bus.			UEPSB	UEPBO	$1.89	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		Exchange Ports - 2-Wire VG unbundled TNextended local dialing parityPort with Caller ID - Bus.			UEPSB	UEPAV	$1.89	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		Exhange Ports - 2-Wire VG unbundled Incoming onlyport with Caller ID - Bus			UEPSB	UEPB1	$1.89	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		Exchange Ports - 2-Wire VG unbundled TNBus 2-Way Area Calling Port Economy Option - Bus (TACC1)			UEPSB	UEPAC	$1.89	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		Exchange Ports - 2-Wire VG unbundled TNBus 2-Way Area Calling Port Standard Option - Bus (TACC2)			UEPSB	UEPAD	$1.89	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		Exchange Ports - 2-WVG unbundled TNBus 2-Way Collierville & Memphis Local Calling Port - Bus (B2P)			UEPSB	UEPAE	$1.89	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		Subsequent Activity			UEPSB	USASC	$0.0	$0.0	$0.0								
	FEATURES																
		All Available Vertical Features			UEPSB	UEPVF	$0.0	$0.0	$0.0					$20.35	$10.54	$13.32	$1.4
	EXCHANGE PORT RATES (DID & PBX)																
		Exchange Ports - 2-Wire DID Port			UEPEX	UEPP2	$8.97	$47.75	$47.01	$9.21	$8.47			$20.35	$10.54	$13.32	$1.40
		Exchange Ports - DDITS Port - 4-Wire DS1 Port with DID capability			UEPDD	UEPDD	$35.74	$75.93	$38.15	$8.77	$8.04			$19.99	$19.99	$19.99	$19.99
		Exchange Ports - 2-Wire ISDN Port (See Notes below.)			UEPTX UEPSX	U1PMA	$16.26	$30.23	$29.49	$4.10	$4.10			$41.43	$42.17	$9.80	$9.80
	NOTE: Transmission/usage charges associated with POTS circuit switched usage will also applyto circuit switched voice and/or circuit switched data transmission byB-Channels associated with 2-wire ISDN ports.																
	NOTE: Access to B Channel or DChannel Packet capabilities will be available onlythrough BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona fide Request/New Business Request Process.																
		Exchange Ports - 2-Wire ISDN Port – Channel Profiles			UEPTX UEPSX	U1UMA	$0.00	$0.00	$0.00								
		Exchange Ports - 4-Wire ISDN DS1 Port			UEPEX	UEPEX	$75.04	$148.66	$147.18	$38.46	$36.98			$40.69	$42.17	$9.07	$10.54
		2-Wire VG Unbundled 2-Way PBX Trunk - Res			UEPSE	UEPRD	$1.79	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		2-Wire VG Line Side Unbundled 2-Way PBX Trunk - Bus			UEPSP	UEPPC	$1.79	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		2-Wire VG Line Side Unbundled Outward PBXTrunk - Bus			UEPSP	UEPPO	$1.79	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		2-Wire VG Line Side Unbundled Incoming PBXTrunk - Bus			UEPSP	UEPP1	$1.79	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		2-Wire Analog Long Distance Terminal PBXTrunk - Bus			UEPSP	UEPLD	$1.79	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		2-Wire Analog TN 2-Way Calling Plan PBXTrunk - Bus			UEPSP	UEPT2	$1.79	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		2-Wire TN Outward Calling Plan PBXTrunk - Bus			UEPSP	UEPTO	$1.79	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		2-Wire Voice Unbundled PBXLD Terminal Ports			UEPSP	UEPLD	$1.79	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40

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NETWORK ELEMENTS
Tennessee

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES					OSS RATES					
								Nonrecurring		Nonrecurring Disconnect		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Unbundled 2-Way PBX Tennessee Calling Port			UEPSP	UEPT2	$1.79	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		2-Wire Voice Unbundled 1-Way Outgoing PBX Tennessee Calling Port			UEPSP	UEPTO	$1.79	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		2-Wire Vice Unbundled 2-Way PBX Usage Port			UEPSP	UEPXA	$1.79	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPSP	UEPXB	$1.79	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPSP	UEPXC	$1.79	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPSP	UEPXD	$1.79	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		2-Wire Voice Unbundled PBX LD Terminal Switchboard DD Capable Port			UEPSP	UEPXE	$1.79	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPSP	UEPXL	$1.79	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPSP	UEPXM	$1.79	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		2-W Voice Unbundled 1-Way Out PBX Hotel/Hospital Economy Administrative Calling Port TN Calling Port			UEPSP	UEPXN	$1.79	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPSP	UEPXO	$1.79	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPSP	UEPXS	$1.79	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		2-Wire Voice Unbundled PBX Collierville and Memphis Calling Port			UEPSP	UEPXU	$1.79	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		2-Wire Voice Unbundled 2-Way PBX Tennessee RegionServ Calling Port			UEPSP	UEPXV	$1.79	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
		Subsequent Activity			UEPSP	USASC	$0.0	$0.0	$0.0					$20.35	$10.54	$13.32	$1.40
	FEATURES				UEPSP												
		All Available Vertical Features			UEPSE	UEPVF	$0.00	$0.0	$0.0					$20.35	$10.54	$13.32	$1.4
	EXCHANGE PORT RATES (COIN)																
		Exchange Ports - Coin Port					$2.11	$9.93	$9.19	$3.66	$2.92			$20.35	$10.54	$13.32	$1.40
	NOTE: 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.																
	NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona fide Request/New Business Request Process.																
UNBUNDLED LOCAL SWITCHING, PORT USAGE																	
	End Office Switching (Port Usage)																
		End Office Switching Function, Per MOU					$0.0008041										
	Tandem Switching (Port Usage) (Local or Access Tandem)																
		Tandem Switching Function Per MOU					$0.0009778										
	Common Transport																
		Common Transport - Per Mile, Per MOU					$0.0000064										
		Common Transport - Facilities Termination Per MOU					$0.0003871										
UNBUNDLED PORT/LOOP COMBINATIONS																	
	UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES																
	Cost Based Rates are applied where BellSouth is required by FCC and/or State Commission rule to provide Unbundled Local Switching or Switch Ports.																
	Features shall apply to the Unbundled Port/Loop Combination - Cost Based Rate section in the same manner as they are applied to the Stand-Alone Unbundled Port section of this Rate Exhibit.																
	End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations.																
	For Georgia, the recurring UNE Port and Loop charges listed apply to Currently Combined and Not Currently Combined Combos and the first and additional Port nonrecurring charges apply to Not Currently Combined Combos. For Currently Combined Combos in GA and all other states, the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections.																

UNBUNDLED BELLSOUTH/INTERMEDIA AGREEMENT

NETWORK ELEMENTS
Tennessee

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES					OSS RATES					
								Nonrecurring		Nonrecurring Disconnect		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)															
		UNE Port/Loop Combination Rates															
		2-Wire VG Loop/Port Combo - Zone 1		1			$14.18										
		2-Wire VG Loop/Port Combo - Zone 2		2			$18.01										
		2-Wire VG Loop/Port Combo - Zone 3		3			$23.02										
		UNE Loop Rates															
		2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPRX	UEPLX	$12.48										
		2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPRX	UEPLX	$16.31										
		2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPRX	UEPLX	$21.32										
		2-Wire Voice Grade Line Port Rates (Res)															
		2-Wire voice unbundled port - residence			UEPRX	UEPRL	$1.7							$30.89	$7.03		
		2-Wire voice unbundled port with Caller ID - res			UEPRX	UEPRC	$1.7							$30.89	$7.03		
		2-Wire voice unbundled port outgoing only res			UEPRX	UEPRO	$1.7							$30.89	$7.03		
		2-Wire voice Grade unbundled Tennessee etended local dialing parityport with Caller ID - res			UEPRX	UEPAQ	$1.7							$30.89	$7.03		
		2-Wire voice unbundled Tennessee Area Plus with Caller ID - res (AC7)			UEPRX	UEPAH	$1.7							$30.89	$7.03		
		2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (F2R)			UEPRX	UEPAK	$1.7							$30.89	$7.03		
		2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (TACER)			UEPRX	UEPAL	$1.7							$30.89	$7.03		
		2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (TACSR)			UEPRX	UEPAM	$1.7							$30.89	$7.03		
		2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (1MF2X)			UEPRX	UEPAN	$1.7							$30.89	$7.03		
		2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (2MR)			UEPRX	UEPAO	$1.7							$30.89	$7.03		
		2-Wire voice unbundles res, low usage line port with Caller ID (LUM)			UEPRX	UEPAP	$1.7							$30.89	$7.03		
		FEATURES															
		All Features Offered			UEPRX	UEPVF	$0.00	$0.0	$0.0					$30.89	$7.03		
		LOCAL NUMBER PORTABILITY															
		Local Number Portability(1 per port)			UEPRX	LNPCX	$0.35										
		NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPRX	USAC2		$1.03	$0.29					$30.89	$7.03		
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPRX	USACC		$1.03	$0.29					$30.89	$7.03		
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update						$0.76						$7.97			
		ADDITIONAL NRCs															
		2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPRX	USAS2	$0.0	$0.0	$0.0								
		2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)															
		UNE Port/Loop Combination Rates															
		2-Wire VG Loop/Port Combo - Zone 1		1			$14.18										
		2-Wire VG Loop/Port Combo - Zone 2		2			$18.01										
		2-Wire VG Loop/Port Combo - Zone 3		3			$23.02										
		UNE Loop Rates															
		2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPBX	UEPLX	$12.48										

UNBUNDLED BELLSOUTH/INTERMEDIA AGREEMENT

NETWORK ELEMENTS
Tennessee

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES					OSS RATES					
								Nonrecurring		Nonrecurring Disconnect		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPBX	UEPLX	$16.31										
		2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPBX	UEPLX	$21.32										
		2-Wire Voice Grade Line Port (Bus)															
		2-Wire voice unbundled port without Caller ID - bus			UEPBX	UEPBL	$1.7							$30.89	$7.03		
		2-Wire voice unbundled port with Caller + E484 ID - bus			UEPBX	UEPBC	$1.7							$30.89	$7.03		
		2-Wire voice unbundled port outgoing only bus			UEPBX	UEPBO	$1.7							$30.89	$7.03		
		2-Wire voice Grade unbundled Tennessee etended local dialing parityport with Caller ID - bus			UEPBX	UEPAV	$1.7							$30.89	$7.03		
		2-Wire voice unbundled incoming onlyport with Caller ID - Bus			UEPBX	UPEB1	$1.7							$30.89	$7.03		
		2-Wire voice unbundled Tennessee Bus 2-Way Area Calling Port EconomyOption (TACC1)			UEPBX	UEPAC	$1.7							$30.89	$7.03		
		2-Wire voice unbundled Tennessee Bus 2-Way Area Calling Port Standard Option (TACC2)			UEPBX	UEPAD	$1.7							$30.89	$7.03		
		2-Wire voice unbundled Tennessee Bus 2-Way Collierville and Memphis Local Calling Port (B2F)			UEPBX	UEPAE	$1.7							$30.89	$7.03		
	LOCAL NUMBER PORTABILITY																
		Local Number Portability(1 per port)			UEPBX	LNPCX	$0.35										
	FEATURES																
		All Features Offered			UEPBX	UEPVF	$0.00	$0.0	$0.0					$30.89	$7.03		
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPBX	USAC2		$1.03	$0.29					$30.89	$7.03		
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPBX	USACC		$1.03	$0.29								
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update						$0.76						$7.97			
	ADDITIONAL NRCs																
		2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPBX	USAS2								$30.89	$7.03		
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)																
	UNE Port/Loop Combination Rates																
		2-Wire VG Loop/Port Combo - Zone 1		1			$14.18										
		2-Wire VG Loop/Port Combo - Zone 2		2			$18.01										
		2-Wire VG Loop/Port Combo - Zone 3		3			$23.02										
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPRG	UEPLX	$12.48										
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPRG	UEPLX	$16.31										
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPRG	UEPLX	$21.32										
	2-Wire Voice Grade Line Port Rates (RES - PBX)																
		2-Wire VG Unbundled Combination 2-Way PBX Trunk Port - Res			UEPRG	UEPRD	$1.7							$30.89	$7.03		
	LOCAL NUMBER PORTABILITY																
		Local Number Portability(1 per port)			UEPRG	LNPCP	$3.5										
	FEATURES																
		All Features Offered			UEPRG	UEPVF	$0.0	$0.0	$0.0					$30.89	$7.03		
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																

UNBUNDLED BELLSOUTH/INTERMEDIA AGREEMENT

NETWORK ELEMENTS
Tennessee

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES					OSS RATES					
								Nonrecurring		Nonrecurring Disconnect		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is			UEPRG	USAC2		$1.03	$0.29								
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change			UEPRG	USACC		$1.03	$0.29					$30.89	$7.03		
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update						$0.76						$30.89	$7.03		
	ADDITIONAL NRCs													$7.97			
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity			UEPRG	USAS2	$0.0	$0.0	$0.0								
		PBX Subsequent Activity- Change/Rearrange Multiline Hunt Group						$14.64	$14.64								
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)													$19.99	$19.99	$19.99	$19.99
	UNE Port/Loop Combination Rates																
		2-Wire VG Loop/Port Combo - Zone 1		1			$14.18										
		2-Wire VG Loop/Port Combo - Zone 2		2			$18.01										
		2-Wire VG Loop/Port Combo - Zone 3		3			$23.02										
	UNE Loop Rates																
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPPX	UEPLX	$12.48										
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPPX	UEPLX	$16.31										
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPPX	UEPLX	$21.32										
	2-Wire Voice Grade Line Port Rates (BUS - PBX)																
		Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus			UEPPX	UEPPC	$1.7										
		Line Side Unbundled Outward PBXTrunk Port - Bus			UEPPX	UEPPO	$1.7							$30.89	$7.03		
		Line Side Unbundled Incoming PBXTrunk Port - Bus			UEPPX	UEPP1	$1.7							$30.89	$7.03		
		2-Wire Voice Unbundled PBXLD Terminal Ports			UEPPX	UEPLD	$1.70							$30.89	$7.03		
		2-Wire Voice Unbundled 2-Way Combination PBXTennessee Calling Port			UEPPX	UEPT2	$1.7							$30.89	$7.03		
		2-Wire Voice Unbundled 1-Way Outgoing PBXTennessee Calling Port			UEPPX	UEPTO	$1.70							$30.89	$7.03		
		2-Wire Voice Unbundled 2-Way Combination PBXUsage Port			UEPPX	UEPXA	$1.7							$30.89	$7.03		
		2-Wire Voice Unbundled PBXToll Terminal Hotel Ports			UEPPX	UEPXB	$1.7							$30.89	$7.03		
		2-Wire Voice Unbundled PBXLD DDD Terminals Port			UEPPX	UEPXC	$1.7							$30.89	$7.03		
		2-Wire Voice Unbundled PBXLD Terminal Switchboard Port			UEPPX	UEPXD	$1.7							$30.89	$7.03		
		2-Wire Voice Unbundled PBXLD Terminal Switchboard DD Capable Port			UEPPX	UEPXE	$1.7							$30.89	$7.03		
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital EconomyAdministrative Calling Port			UEPPX	UEPXL	$1.7							$30.89	$7.03		
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital EconomyRoom Calling Port			UEPPX	UEPXM	$1.7							$30.89	$7.03		
		2-Wire Voice Unbundled 1WOut PBX Hotel/Hospital EconomyAdministrative Calling Port TN Calling Port			UEPPX	UEPXN	$1.7							$30.89	$7.03		
		2-Wire Voice Unbundled 1-Way Outgoing PBXHotel/Hospital Discount Room Calling Port			UEPPX	UEPXO	$1.7							$30.89	$7.03		
		2-Wire Voice Unbundled 1-Way Outgoing PBXMeasured Port			UEPPX	UEPXS	$1.7							$30.89	$7.03		
		2-Wire Voice Unbundled PBXCollierville and Memphis Calling Port			UEPPX	UEPXU	$1.7							$30.89	$7.03		
		2-Wire Voice Unbundled 2-Way PBX Tennessee RegionServ Calling Port			UEPPX	UEPXV	$1.7							$30.89	$7.03		
	LOCAL NUMBER PORTABILITY																
		Local Number Portability(1 per port)			UEPPX	LNPCP	$3.15										
	FEATURES																
		All Features Offered			UEPPX	UEPVF	$0.00	$0.0	$0.0								
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED													$30.89	$7.03		

UNBUNDLED BELLSOUTH/INTERMEDIA AGREEMENT

NETWORK ELEMENTS
Tennessee

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES					OSS RATES					
								Nonrecurring		Nonrecurring Disconnect		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is			UEPPX	USAC2		$1.03	$0.29					$30.89	$7.03		
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change			UEPPX	USACC		$1.03	$0.29					$30.89	$7.03		
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update						$0.76						$7.97			
	ADDITIONAL NRCs																
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity			UEPPX	USAS2	$0.0	$0.0	$0.0								
		PBX Subsequent Activity- Change/Rearrange Multiline Hunt Group						$14.64	$14.64								
	UNE Port/Loop Combination Rates													$19.99	$19.99	$19.99	$19.99
		2-Wire VG Coin Port/Loop Combo -- Zone 1					$14.36										
		2-Wire VG Coin Port/Loop Combo -- Zone 2					$18.19										
		2-Wire VG Coin Port/Loop Combo -- Zone 3					$23.20										
	UNE Loop Rates																
		2-Wire Voice Grade Loop (SL1) - Zone 1			UEPCO	UEPLX	$12.48										
		2-Wire Voice Grade Loop (SL1) - Zone 2			UEPCO	UEPLX	$16.31										
		2-Wire Voice Grade Loop (SL1) - Zone 3			UEPCO	UEPLX	$21.32										
	2-Wire Voice Grade Line Ports (COIN)																
		2-Wire Coin 2-Way without Operator Screening and without Blocing (TN)			UEPCO	UEPTB	$1.88							$30.89	$7.03		
		2-Wire Coin 2-Way with Operator Screening and Blocing: 011, 900/976, 1+DDD (NC, TN)			UEPCO	UEPRP	$1.88							$30.89	$7.03		
		2-Wire Coin 2-Way with Operator Screening and 011 Blocing (TN)			UEPCO	UEPTA	$1.88							$30.89	$7.03		
		2-Wire Coin 2-Way with Operator Screening: 900 Blocing: 900/976, 1+DDD, 011+, and Local (NC, TN)			UEPCO	UEPCA	$1.88							$30.89	$7.03		
		2-Wire Coin Outward with Operator Screening and 011 Blocing (TN)			UEPCO	UEPTC	$1.88							$30.89	$7.03		
		2-Wire Coin Outward with Operator Screening and Blocing: 900/976, 1+DDD, 011+, and Local (TN)			UEPCO	UEPOT	$1.88							$30.89	$7.03		
		2-Wire 2-Way Smartline with 900/976 (all states except LA)			UEPCO	UEPCK	$1.88							$30.89	$7.03		
		2-Wire Coin Outward Smartline with 900/976 (all states except LA)			UEPCO	UEPCR	$1.88							$30.89	$7.03		
	ADDITIONAL UNE COIN PORT/LOOP (RC)																
		UNE Coin Port/Loop Combo Usage (Flat Rate)			UEPCO	URECU	$3.45	$0.0	$0.0								
		Local Number Portability(1 per port)			UEPCO	LNPCX	$0.35										
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPCO	USAC2		$1.03	$0.29					$30.89	$7.03		
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPCO	USACC		$1.03	$0.29					$30.89	$7.03		
		2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPCO	USAS2		$0.0	$0.0					$30.89	$7.03		
	2-WIRE VOICE GRADE LOOP- BUS ONLY - WITH 2-WIRE DID TRUNK PORT																
	UNE Port/Loop Combination Rates																
		2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 1	1				$18.38										
		2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 2	2				$19.87										
		2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 3	3				$24.78										
		2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 1	1		UEPPX	UECD1	$9.60	$75.06	$48.20	$28.70	$17.64			$19.99	$19.99	$19.99	$19.99
		2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 2	2		UEPPX	UECD1	$11.09	$75.06	$48.20	$28.70	$17.61			$19.99	$19.99	$19.99	$19.99
		2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 3	3		UEPPX	UECD1	$16.00	$75.06	$48.20	$28.70	$17.64			$19.99	$19.99	$19.99	$19.99

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CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES					OSS RATES					
								Nonrecurring		Nonrecurring							
										Disconnect							
		Exchange Ports - 2-Wire DID Port					Rec	First	Add'l	First	Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
	NONRECURRING CHARGES - CURRENTLY COMBINED				UEPPX	UEPD1	$8.78	$47.75	$47.01	$9.21	$8.47	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Combination - Switch-as-Is			UEPPX	USAC1		$8.76	$5.75					$19.99	$19.99	$19.99	$19.99
		2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Conversion with BellSouth Allowable Changes			UEPPX	USA1C		$8.76	$5.75					$19.99	$19.99	$19.99	$19.99
														$19.99	$19.99	$19.99	$19.99
	Telephone Number/Trunk Group Establisment Charges																
		DID Trunk Termination (One Per Port)			UEPPX	NDT	$0.00	$0.00	$0.00								
		Additional DID Numbers for each Group of 20 DID Numbers			UEPPX	ND4	$0.00	$0.00	$0.00					$19.99	$19.99	$19.99	$19.99
		DID Numbers, Non- consecutive DID Numbers , Per Number			UEPPX	ND5	$0.00	$0.00	$0.00					$19.99	$19.99	$19.99	$19.99
		Reserve Non-Consecutive DID numbers			UEPPX	ND6	$0.00	$0.00	$0.00								
		Reserve DID Numbers			UEPPX	NDV	$0.00	$0.00	$0.00								
	LOCAL NUMBER PORTABILITY																
		Local Number Portability(1 per port)			UEPPX	LNPCP	$3.15										
	2-WIRE ISDN DIGITAL GRADE LOOP WITH 2-WIRE ISDN DIGITAL LINE SIDE PORT																
	UNE Port/Loop Combination Rates																
		2W ISDN Digital Grade Loop/2WISDN Digital Line Side Port - UNE Zone 1		1	UEPPB UEPPR		$32.27										
		2W ISDN Digital Grade Loop/2WISDN Digital Line Side Port - UNE Zone 2		2	UEPPB UEPPR		$34.78										
		2W ISDN Digital Grade Loop/2WISDN Digital Line Side Port - UNE Zone 3		3	UEPPB UEPPR		$44.32										
		2-Wire ISDN Digital Grade Loop - UNE Zone 1		1	UEPPB UEPPR	USL2X	$16.20	$142.76	$88.88	$76.35	$39.16			$19.99	$19.99	$19.99	$19.99
		2-Wire ISDN Digital Grade Loop - UNE Zone 2		2	UEPPB UEPPR	USL2X	$18.71	$142.76	$88.88	$76.35	$39.16			$19.99	$19.99	$19.99	$19.99
		2-Wire ISDN Digital Grade Loop - UNE Zone 3		3	UEPPB UEPPR	USL2X	$28.25	$142.76	$88.88	$76.35	$39.16			$19.99	$19.99	$19.99	$19.99
		Exchange Port - 2-Wire ISDN Line Side Port			UEPPB UEPPR	UEPPB	$16.07	$30.23	$29.49					$19.99	$19.99	$19.99	$19.99
	NONRECURRING CHARGES - CURRENTLY COMBINED																
		2-Wire ISDN Digital Grade Loop / 2-Wire ISDN Line Side Port Combination - Conversion			UEPPB UEPPR	USACB	$0.0	$117.23	$117.23					$19.99	$19.99	$19.99	$19.99
	ADDITIONAL NRCs																
		2-Wire ISDN Loop / 2-Wire ISDN Port Combination - Sub Actvy- Non Feature/Add Trunk			UEPPB UEPPR	USASB		$212.88						$19.99	$19.99	$19.99	$19.99
	LOCAL NUMBER PORTABILITY																
		Local Number Portability(1 per port)			UEPPB UEPPR	LNPCX	$0.35	$0.00	$0.00								
	B-CHANNEL USER PROFILE ACCESS:																
		CVS/CSD (DMS/5ESS)			UEPPB UEPPR	U1UCA	$0.00	$0.00	$0.00								
		CVS (EWSD)			UEPPB UEPPR	U1UCB	$0.00	$0.00	$0.00								
		CSD			UEPPB UEPPR	U1UCC	$0.00	$0.00	$0.00								
	B-CHANNEL AREA PLUS USER PROFILE ACCESS: (AL,KY,LA,MS SC,MS, & TN)																

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								Nonrecurring		Nonrecurring Disconnect		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		CVS/CSD (DMS/5ESS)			UEPPB UEPPR	U1UCD	$0.00	$0.00	$0.00								
		CVS (EWSD)			UEPPB UEPPR	U1UCE	$0.00	$0.00	$0.00								
		CSD			UEPPB UEPPR	U1UCF	$0.00	$0.00	$0.00								
	USER TERMINAL PROFILE																
		User Terminal Profile (EWSD only)			UEPPR	U1UMA	$0.00	$0.00	$0.00								
	VERTICAL FEATURES																
		All Vertical Features - One per Channel B User Profile			UEPPB UEPPR	UEPVF	$0.00	$0.00	$0.00								
		Interoffice Channel mileage each, including first mile and facilities termination			UEPPB UEPPR	M1GNC	$17.91	$53.99	$17.37								
		Interoffice Channel mileage each, additional mile			UEPPB UEPPR	M1GNM	$0.1730	$0.0	$0.0					$19.99	$19.99	$19.99	$19.99
	4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE ISDN DS1 DIGITAL TRUNK PORT												$0.0				
	UNE Port/Loop Combination Rates																
		4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 1		1	UEPPP		$132.58										
		4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 2		2	UEPPP		$150.25										
		4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 3		3	UEPPP		$173.44										
		4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPPP	USL4P	$57.73	$313.08	$219.72	$96.86	$40.45			$19.99	$19.99	$19.99	$19.99
		4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPPP	USL4P	$75.40	$313.08	$219.72	$96.86	$40.45			$19.99	$19.99	$19.99	$19.99
		4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPPP	USL4P	$98.59	$313.08	$219.72	$96.86	$40.55			$19.99	$19.99	$19.99	$19.99
		Exchange Ports - 4-Wire ISDN DS1 Port			UEPPP	UEPPP	$74.85	$148.66	$147.18	$38.46	$36.98			$19.99	$19.99	$19.99	$19.99
	NONRECURRING CHARGES - CURRENTLY COMBINED																
		4-Wire DS1 Digital Loop / 4-Wire ISDN DS1 Digital Trunk Port Combination - Conversion -Switch-as-Is			UEPPP	USACP	$0.00	$328.53	$328.53					$19.99	$19.99	$19.99	$19.99
	ADDITIONAL NRCs																
		4-Wire DS1 Loop/4-W ISDN Digtl Trk Port - Subsqt Actvy- Inward/two way tel nos within Std Allowance			UEPPP	PR7TF		$0.9400						$19.99	$19.99	$19.99	$19.99
		4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trunk Port - Outward Tel Numbers (All States except NC)			UEPPP	PR7TO		$22.36	$22.36					$19.99	$19.99	$19.99	$19.99
		4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trk Port - Subsequent hward Tel Nos Above Std Allowance			UEPPP	PR7ZT		$44.71	$44.70					$19.99	$19.99	$19.99	$19.99
	LOCAL NUMBER PORTABILITY																
		Local Number Portability(1 per port)			UEPPP	LNPCN	$1.75										
	INTERFACE (Provsioning Only)																
		Voice/Data															
		Digital Data			UEPPP	PR71V	$0.00	$0.00	$0.00								
		Inward Data			UEPPP	PR71D	$0.00	$0.00	$0.00								
					UEPPP	PR71E	$0.00	$0.00	$0.00								
	New or Additional "B" Channel																
		New or Additional - Voice/Data B Channel															
		New or Additional - Digital Data B Channel			UEPPP	PR7BV	$0.00	$26.39									
		New or Additional hward Data B Channel			UEPPP	PR7BF	$0.00	$29.11						$19.99	$19.99	$19.99	$19.99
		New or Additional Useage Sensitive Voice Data B Channel			UEPPP	PR7BD	$0.00	$29.39						$19.99	$19.99	$19.99	$19.99
		New or Additional Useage Sensitive Digital Data B Channel			UEPPP	PR7BS	$0.00	$28.39						$19.99	$19.99	$19.99	$19.99
					UEPPP	PR7BU	$0.00	$28.39						$19.99	$19.99	$19.99	$19.99

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								Nonrecurring		Nonrecurring Disconnect		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
CALL TYPES																	
		Inward			UEPPP	PR7C1	$0.00	$0.0	$0.0								
		Outward			UEPPP	PR7C0	$0.00	$0.00	$0.00								
		Two-way			UEPPP	PR7CC	$0.00	$0.00	$0.00								
Interoffice Channel Mileage																	
		Fixed Each Including First Mile			UEPPP	1LN1A	$76.1825	$145.98	$109.85	$19.55				$19.99	$19.99	$19.99	$19.99
		Each Airline-Fractional Additional Mile			UEPPP	1LN1B	$0.3525										
4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE DDITS TRUNK PORT																	
UNE Port/Loop Combination Rates																	
		4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 1		1	UEPDC		$93.28							$19.99	$19.99	$19.99	$19.99
		4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 2		2	UEPDC		$110.95							$19.99	$19.99	$19.99	$19.99
		4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 3		3	UEPDC		$134.14							$19.99	$19.99	$19.99	$19.99
		4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPDC	USLDC	$57.53	$313.08	$219.72	$96.86	$40.45			$19.99	$19.99	$19.99	$19.99
		4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPDC	USLDC	$75.40	$313.08	$219.72	$96.86	$40.45			$19.99	$19.99	$19.99	$19.99
		4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPDC	USLDC	$98.59	$313.08	$219.72	$96.86	$40.45			$19.99	$19.99	$19.99	$19.99
		4-Wire DDITS Digital Trunk Port			UEPDC	UDD1T	$35.55	$75.93	$38.15					$19.99	$19.99	$19.99	$19.99
NONRECURRING CHARGES - CURRENTLY COMBINED																	
		4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Switch-as-is			UEPDC	USAC4		$312.91	$312.91					$19.99	$19.99	$19.99	$19.99
		4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with DS1 Changes			UEPDC	USAWA		$312.91	$312.91					$19.99	$19.99	$19.99	$19.99
		4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with Change - Trunk			UEPDC	USAWB		$312.91	$312.91					$19.99	$19.99	$19.99	$19.99
ADDITIONAL NRCs																	
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Service ActivityPer Service Order			UEPDC	USAS4		$94.88	$94.88								
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - NRC - Subsequent Channel Activation/Chan - 2-Way Trunk			UEPDC	UDTTA		$108.67	$108.67					$19.99	$19.99	$19.99	$19.99
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Channel Activation/Chan 1-Way Outward Trunk			UEPDC	UDTTB		$108.67	$108.67					$19.99	$19.99	$19.99	$19.99
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Channel Activation/Chan Inward Trunk w/out DID			UEPDC	UDTTC		$108.67	$108.67					$19.99	$19.99	$19.99	$19.99
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation Per Chan - Inward Trunk with DID			UEPDC	UDTTD		$108.67	$108.67					$19.99	$19.99	$19.99	$19.99
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation / Chan - 2-Way DID w User Trans			UEPDC	UDTTE		$108.67	$108.67					$19.99	$19.99	$19.99	$19.99
BIPOLAR 8 ZERO SUBSTITUTION																	
		B8ZS -Superframe Format			UEPDC	CCOSF		$0.0	$590.00					$19.99	$19.99	$19.99	$19.99
		B8ZS - Extended Superframe Format			UEPDC	CCOEF		$0.0	$590.00					$19.99	$19.99	$19.99	$19.99
Alternate Mark Inversion																	
		AMI -Superframe Format			UEPDC	MCOSF		$0.00	$0.00								
		AMI - Extended Superframe Format			UEPDC	MCOPO		$0.00	$0.00								

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								Nonrecurring		Nonrecurring							
							Rec	First	Add'l	Disconnect First	Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
												SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Telephone Number/Trunk Group Establisment Charges															
		Telephone Number for 2-Way Trunk Group			UEPDC	UDTGX	$0.00										
		Telephone Number for 1-Way Outward Trunk Group			UEPDC	UDTGY	$0.00						$19.99				
		Telephone Number for 1-Way Inward Trunk Group Without DID			UEPDC	UDTGZ	$0.00						$19.99				
		DID Numbers for each Group of 20 DID Numbers			UEPDC	ND4	$0.00						$19.99				
		DID Numbers, Non- consecutive DID Numbers , Per Number			UEPDC	ND5	$0.00						$19.99				
		Reserve Non-Consecutive DID Nos.			UEPDC	ND6	$0.00	$0.00	$0.00								
		Reserve DID Numbers			UEPDC	NDV	$0.00	$0.00	$0.00				$19.99				
		Dedicated DS1 (Interoffice Channel Mileage) - FX/FCO for 4-Wire DS1 Digital Loop with 4-Wire DDITS Trunk Port															
		Interoffice Channel Mileage - Fixed rate 0-8 miles (Facilities Termination)			UEPDC	1LNO1	$75.83	$145.98	$109.85	$19.66	$14.99			$19.99	$19.99	$19.99	$19.99
		Interoffice Channel Mileage - Additional rate per mile - 0-8 miles			UEPDC	1LNOA	$0.3525	$0.00	$0.00								
		Interoffice Channel Mileage - Fixed rate 9-25 miles (Facilities Termination)			UEPDC	1LNO2	$0.0000	$0.0	$0.0								
		Interoffice Channel Mileage - Additional rate per mile - 9-25 miles			UEPDC	1LNOB	$0.3525	$0.00	$0.00								
		Interoffice Channel Mileage - Fixed rate 25+ miles (Facilities Termination)			UEPDC	1LNO3	$0.00	$0.00	$0.00	$0.00							
		Interoffice Channel Mileage - Additional rate per mile - 25+ miles			UEPDC	1LNOC	$0.3525	$0.00	$0.00								
		Local Number Portability per DS0 Activated			UEPDC	LNPCP	$3.15	$0.00	$0.00	$0.00							
		Central Office Termininating Point			UEPDC	CTG	$0.00										
		4-WIRE DS1 LOOP WITH CHANNELIZATION WITH PORT															
		System is 1 DS1 Loop, 1 D4 Channel Bank, and up to 24 Feature Activations															
		Each System can have up to 24 combinations of rates depending on type and number of ports used															
		UNE DS1 Loop															
		4-Wire DS1 Loop - UNE Zone 1			UEPMG	USLDC	$57.73	$0.00	$0.00								
		4-Wire DS1 Loop - UNE Zone 2			UEPMG	USLDC	$75.40	$0.00	$0.00								
		4-Wire DS1 Loop - UNE Zone 3			UEPMG	USLDC	$98.59	$0.00	$0.00								
		UNE DSO Channelization Capacities (D4 Channel Bank Configurations)															
		24 DSO Channel Capacity - 1 per DS1			UEPMG	VUM24	$131.87	$0.00	$0.00								
		48 DSO Channel Capacity - 1 per 2 DS1s			UEPMG	VUM48	$263.74	$0.00	$0.00								
		96 DSO Channel Capacity -1per 4 DS1s			UEPMG	VUM96	$527.48	$0.00	$0.00								
		144 DS0 Channel Capacity - 1 per 6 DS1s			UEPMG	VUM14	$791.42	$0.00	$0.00								
		192 DS0 Channel Capacity -1 per 8 DS1s			UEPMG	VUM19	$827.76	$0.00	$0.00								
		240 DS0 Channel Capacity - 1 per 10 DS1s			UEPMG	VUM20	$1,318.70	$0.00	$0.00								

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								Nonrecurring		Nonrecurring		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	First	Add'l	Disconnect First	Disconnect Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		288 DS0 Channel Capacity - 1 per 12 DS1s			UEPMG	VUM28	$1,582.44	$0.00	$0.00								
		384 DS0 Channel Capacity - 1 per 16 DS1s			UEPMG	VUM38	$2,109.92	$0.00	$0.00								
		480 DS0 Channel Capacity - 1 per 20 DS1s			UEPMG	VUM40	$2,637.40	$0.00	$0.00								
		576 DS0 Channel Capacity -1 per 24 DS1s			UEPMG	VUM57	$3,164.88	$0.00	$0.00								
		672 DS0 Channel Capacity - 1 per 28 DS1s			UEPMG	VUM67	$3,692.36	$0.00	$0.00								
		Non-Recurring Charges (NRC) Associated with 4-Wire DS1 Loop with Channelization with Port - Conversion Charge Based on a System															
		A Minimum System configuration is One (1) DS1, One (1) D4 Channel Bank, and Up To 24 DSO Ports with Feature Activations.															
		Multiples of this configuration functioning as one are considered Add'l after the minimum system configuration is counted.															
		NRC - Conversion (Currently Combined) with or without BellSouth Allowed Changes			UEPMG	USAC4	$0.00	$303.61	$15.74								
		System Additions at End User Locations Where 4-Wire DS1 Loop with Channelization with Port Combination Currently Exists and															
		New (Not Currently Combined) In Georgia Only															
		NRC - 1 DS1/D4 Channel Bank- Add NRC for each Port and Assoc Feature Activation - New GA Only			UEPMG	VUMD4	$0.00	$704.68	$441.48	$138.36	$16.41			$19.99	$19.99	$19.99	$19.99
		Bipolar 8 Zero Substitution															
		Clear Channel Capability Format, superframe - Subsequent ActivityOnly			UEPMG	CCOSF	$0.00	$0.00	$590.00					$19.99	$19.99	$19.99	$19.99
		Clear Channel Capability Format - Extended Superframe - Subsequent ActivityOnly			UEPMG	CCOEF	$0.00	$0.00	$590.00					$19.99	$19.99	$19.99	$19.99
		Alternate Mark Inversion (AMI)															
		Superframe Format			UEPMG	MCOSF	$0.00	$0.00	$0.00								
		Extended Superframe Format			UEPMG	MCOPO	$0.00	$0.00	$0.00								
		Exchange Ports Associated with 4-Wire DS1 Loop with Channelization with Port															
		Exchange Ports															
		Line Side Combination Channelized PBX Trunk Port - Business			UEPPX	UEPCX	$1.79	$0.00	$0.00	$0.00	$0.00		$19.99				
		Line Side Outward Channelized PBX Trunk Port - Business			UEPPX	UEPOX	$1.79	$0.00	$0.00	$0.00	$0.00		$19.99				
		Line Side Inward Only Channelized PBX Trunk Port without DID			UEPPX	UEP1X	$1.79	$0.00	$0.00	$0.00	$0.00		$19.99				
		2-Wire Trunk Side Unbundled Channelized DID Trunk Port			UEPPX	UEPDM	$8.97	$0.00	$0.00	$0.00	$0.00		$19.99				
		Feature Activations - Unbundled Loop Concentration															
		Feature (Service) Activation for each Line Side Port Terminated in DI Bank			UEPPX	1PQWM	$0.66	$23.94	$12.64	$3.82	$3.80			$19.99	$19.99	$19.99	$19.99
		Feature (Service) Activation for each TrunkSide Port Terminated in DI Bank			UEPPX	1PQWU	$0.66	$73.67	$17.37	$54.09	$10.57			$19.99	$19.99	$19.99	$19.99
		Telephone Number/ Group Establishment Charges for DID Service															
		DID Trunk Termination (1 per Port)			UEPPX	NDT	$0.00										
		DID Numbers - groups of 20 - Valid all States			UEPPX	ND4	$0.00	$0.00	$0.00								
		Non-Consecutive DID Numbers - per number			UEPPX	ND5	$0.00	$0.00	$0.00								
		Reserve Non-Consecutive DID Numbers			UEPPX	ND6	$0.00	$0.00	$0.00				$19.99				
		Reserve DID Numbers			UEPPX	NDV	$0.00	$0.00	$0.00								
		Local Number Portability															
		Local Number Portability- 1 per port			UEPPX	LNPCP	$3.15	$0.00	$0.00								

UNBUNDLED BELLSOUTH/INTERMEDIA AGREEMENT

NETWORK ELEMENTS
Tennessee

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES					OSS RATES					
								Nonrecurring		Nonrecurring							
							Rec	First	Add'l	Disconnect First	Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
		FEATURES - Vertical and Optional															
		Local Switching Features Offered with Line Side Ports Only										SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		All Features Available			UEPPX	UEPVF	$0.00	$0.00	$0.00				$19.99				
		UNBUNDLED PORT LOOP COMBINATIONS - MARKET RATES															
		Market Rates shall apply where BellSouth is not required to provide unbundled local switching or switch ports per FCC and/or State Commission rules.															
		These scenarios include:															
		1. Unbundled port/loop combinations that are Not Currently Combined in all of the BellSouth states except as noted for Georgia and Tennessee.															
		2. Unbundled port/loop combinations that are Currently Combined or Not Currently Combined in Zone 1 of the Top 8 MSAS in BellSouth's region for end users with 4 or more DS0 equivalent lines.															
		The Top 8 MSAs in BellSouth's region are: FL (Orlando, Ft. Lauderdale, Miami); GA (Atlanta); LA (New Orleans); NC (Greensboro-Winston Salem-Highpoint/Charlotte-Gastonia-Rock Hill); TN (Nashville).															
		BellSouth currently is developing the billing capability to mechanically bill the recurring unbundled port Market Rates in this section. In the interim, BellSouth shall bill the recurring unbundled port rates in the Cost-Based section preceding in lieu of the Market Rates and reserves the right to true-up the billing difference															
		The Market Rate for unbundled ports includes all available features in all states.															
		End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations which have a flat rate usage charge (USOC: URECU).															
		For Not Currently Combined scenarios where Market Rates apply, the Nonrecurring charges are listed in the First and Additional NRC columns for each Port USOC. For Currently Combined scenarios, the Nonrecurring charges are listed in the NRC - Currently Combined section. Additional NRCs may apply also and are categorized accordingly.															
		2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)															
		UNE Port/Loop Combination Rates															
		2-Wire VG Loop/Port Combo - Zone 1	1				$26.48										
		2-Wire VG Loop/Port Combo - Zone 2	2				$30.31										
		2-Wire VG Loop/Port Combo - Zone 3	3				$35.32										
		UNE Loop Rates															
		2-Wire Voice Grade Loop (SL1) - Zone 1	1		UEPRX	UEPLX	$12.48										
		2-Wire Voice Grade Loop (SL1) - Zone 2	2		UEPRX	UEPLX	$16.31										
		2-Wire Voice Grade Loop (SL1) - Zone 3	3		UEPRX	UEPLX	$21.32										
		2-Wire Voice Grade Line Port (Res)															
		2-Wire voice unbundled port - residence			UEPRX	UEPRL	$14.00	$90.00	$90.00								
		2-Wire voice unbundled port with Caller ID - res			UEPRX	UEPRC	$14.00	$90.00	$90.00					$30.89	$7.03		
		2-Wire voice unbundled port outgoing only res			UEPRX	UEPRO	$14.00	$90.00	$90.00					$30.89	$7.03		
		2-Wire voice Grade unbundled Tennessee extended local dialing parity port with Caller ID - res			UEPRX	UEPAQ	$14.00	$90.00	$90.00					$30.89	$7.03		
		2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (F2R)			UEPRX	UEPAK	$14.00	$90.00	$90.00					$30.89	$7.03		
		2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (TACER)			UEPRX	UEPAL	$14.00	$90.00	$90.00					$30.89	$7.03		
		2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (TACSR)			UEPRX	UEPAM	$14.00	$90.00	$90.00					$30.89	$7.03		
		2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (1MF2X)			UEPRX	UEPAN	$14.00	$90.00	$90.00					$30.89	$7.03		

UNBUNDLED BELLSOUTH/INTERMEDIA AGREEMENT

NETWORK ELEMENTS
Tennessee

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES					OSS RATES					
								Nonrecurring		Nonrecurring		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	First	Add'l	Disconnect First	Disconnect Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (2MR)			UEPRX	UEPAO	$14.00	$90.00	$90.00					$30.89	$7.03		
		2-Wire voice unbundles res, low usage line port with Caller ID (LUM)			UEPRX	UEPAP	$14.00	$90.00	$90.00					$30.89	$7.03		
	LOCAL NUMBER PORTABILITY																
		Local Number Portability(1 per port)			UEPRX	LNPCX	$0.35										
	FEATURES																
		All Features Offered			UEPRX	UEPVF	$0.0	$0.0	$0.0								
		2-Wire Voice Grade Loop / Line Port Combination - Switch-as-is			UEPRX	USAC2		$41.50	$41.50								
		2-Wire Voice Grade Loop / Line Port Combination - Switch with change			UEPRX	USACC		$41.50	$41.50								
	ADDITIONAL NRCs																
		NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent			UEPRX	USAS2		$0.0	$0.0								
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)																
	UNE Port/Loop Combination Rates																
		2-Wire VG Loop/Port Combo - Zone 1		1			$26.48										
		2-Wire VG Loop/Port Combo - Zone 2		2			$30.31										
		2-Wire VG Loop/Port Combo - Zone 3		3			$35.32										
	UNE Loop Rates																
		2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPBX	UEPLX	$12.48										
		2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPBX	UEPLX	$16.31										
		2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPBX	UEPLX	$21.32										
	2-Wire Voice Grade Line Port (Bus)																
		2-Wire voice unbundled port without Caller ID - bus			UEPBX	UEPBL	$14.00	$90.00	$90.00					$30.89	$7.03		
		2-Wire voice unbundled port with Caller + E484 ID - bus			UEPBX	UEPBC	$14.00	$90.00	$90.00					$30.89	$7.03		
		2-Wire voice unbundled port outgoing only bus			UEPBX	UEPBO	$14.00	$90.00	$90.00					$30.89	$7.03		
		2-Wire voice Grade unbundled Tennessee etended local dialing parityport with Caller ID - bus			UEPBX	UEPAV	$14.00	$90.00	$90.00					$30.89	$7.03		
		2-Wire voice unbundled Tennessee Bus 2-Way Area Calling Port EconomyOption (TACC1)			UEPBX	UEPAC	$14.00							$30.89	$7.03		
		2-Wire voice unbundled Tennessee Bus 2-Way Area Calling Port Standard Option (TACC2)			UEPBX	UEPAD	$14.00	$90.00	$90.00					$30.89	$7.03		
		2-Wire voice unbundled Tennessee Bus 2-Way Collierville and Memphis Local Calling Port (B2F)			UEPBX	UEPAE	$14.00							$30.89	$7.03		
	LOCAL NUMBER PORTABILITY																
		Local Number Portability(1 per port)			UEPBX	LNPCX	$0.35										
	FEATURES																
	NONRECURRING CHARGES - CURRENTLY COMBINED																
		2-Wire Voice Grade Loop / Line Port Combination - Switch-as-is			UEPBX	USAC2		$41.50	$41.50								
		2-Wire Voice Grade Loop / Line Port Combination - Switch with change			UEPBX	USACC		$41.50	$41.50								
	ADDITIONAL NRCs																
		NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent			UEPBX	USAS2		$0.0	$0.0								
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)																
	UNE Port/Loop Combination Rates																
		2-Wire VG Loop/Port Combo - Zone 1		1			$26.48										
		2-Wire VG Loop/Port Combo - Zone 2		2			$30.31										
		2-Wire VG Loop/Port Combo - Zone 3		3			$35.32										
	UNE Loop Rates																
		2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPRG	UEPLX	$12.48										
		2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPRG	UEPLX	$16.31										
		2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPRG	UEPLX	$21.32										
	2-Wire Voice Grade Line Port Rates (RES - PBX)																
		2-Wire VG Unbundled Combination 2-Way PBX Trunk Port - Res			UEPRG	UEPRD	$14.00	$90.00	$90.00					$30.89	$7.03		
	LOCAL NUMBER PORTABILITY																

UNBUNDLED BELLSOUTH/INTERMEDIA AGREEMENT

NETWORK ELEMENTS
Tennessee

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES					OSS RATES					
								Nonrecurring		Nonrecurring Disconnect		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Local Number Portability(1 per port)			UEPRG	LNPCP	$3.15										
	FEATURES																
	NONRECURRING CHARGES - CURRENTLY COMBINED																
		2-Wire Voice Grade Loop/ Line Port Combination - Switch-As-Is			UEPRG	USAC2		$41.50	$41.50								
		2-Wire Voice Grade Loop/ Line Port Combination - Switch with Change			UEPRG	USACC		$41.50	$41.50								
	ADDITIONAL NRCs																
		2 Wire Loop/Line Side Port Combination - Non feature - Subsequent Activity Nonrecurring						$0.0	$0.0								
		PBX Subsequent Activity- Change/Rearrange Multiline Hunt Group						$14.64	$14.64								
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)																
	UNE Port/Loop Combination Rates													$19.99	$19.99	$19.99	$19.99
		2-Wire VG Loop/Port Combo - Zone 1		1			$26.48										
		2-Wire VG Loop/Port Combo - Zone 2		2			$30.31										
		2-Wire VG Loop/Port Combo - Zone 3		3			$35.32										
	UNE Loop Rates																
		2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPPX	UEPLX	$12.48										
		2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPPX	UEPLX	$16.31										
		2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPPX	UEPLX	$21.32										
	2-Wire Voice Grade Line Port Rates (BUS - PBX)																
		Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus			UEPPX	UEPPC	$14.00	$90.00	$90.00								
		Line Side Unbundled Outward PBXTrunk Port - Bus			UEPPX	UEPPO	$14.00	$90.00	$90.00					$30.89	$7.03		
		Line Side Unbundled Incoming PBXTrunk Port - Bus			UEPPX	UEPP1	$14.00	$90.00	$90.00								
		2-Wire Voice Unbundled PBXLD Terminal Ports			UEPPX	UEPLD	$14.00	$90.00	$90.00					$30.89	$7.03		
		2-Wire Voice Unbundled 2-Way Combination PBXTennessee Calling Port			UEPPX	UEPT2	$14.00							$30.89	$7.03		
		2-Wire Voice Unbundled 1-Way Outgoing PBXTennessee Calling Port			UEPPX	UEPTO	$14.00							$30.89	$7.03		
		2-Wire Voice Unbundled 2-Way Combination PBXUsage Port			UEPPX	UEPXA	$14.00	$90.00	$90.00					$30.89	$7.03		
		2-Wire Voice Unbundled PBXToll Terminal Hotel Ports			UEPPX	UEPXB	$14.00	$90.00	$90.00					$30.89	$7.03		
		2-Wire Voice Unbundled PBXLD DDD Terminals Port			UEPPX	UEPXC	$14.00	$90.00	$90.00					$30.89	$7.03		
		2-Wire Voice Unbundled PBXLD Terminal Switchboard Port			UEPPX	UEPXD	$14.00	$90.00	$90.00					$30.89	$7.03		
		2-Wire Voice Unbundled PBXLD Terminal Switchboard DD Capable Port			UEPPX	UEPXE	$14.00	$90.00	$90.00					$30.89	$7.03		
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital EconomyAdministrative Calling Port			UEPPX	UEPXL	$14.00	$90.00	$90.00					$30.89	$7.03		
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital EconomyRoom Calling Port			UEPPX	UEPXM	$14.00	$90.00	$90.00					$30.89	$7.03		
		2-Wire Voice Unbundled 1-WOut PBX Hotel/Hospital EconomyAdministrative Calling Port TN			UEPPX	UEPXN	$14.00	$90.00	$90.00					$30.89	$7.03		
		2-Wire Voice Unbundled 1-Way Outgoing PBXHotel/Hospital Discount Room Calling Port			UEPPX	UEPXO	$14.00	$90.00	$90.00					$30.89	$7.03		
		2-Wire Voice Unbundled 1-Way Outgoing PBXMeasured Port			UEPPX	UEPXS	$14.00	$90.00	$90.00					$30.89	$7.03		
		2-Wire Voice Unbundled PBXCollierville and Memphis Calling Port			UEPPX	UEPXU	$14.00	$90.00	$90.00					$30.89	$7.03		
		2-Wire Voice Unbundled 2-Way PBX Tennessee RegionServ Calliing Port			UEPPX	UEPXV	$14.00	$90.00	$90.00					$30.89	$7.03		
	LOCAL NUMBER PORTABILITY																
		Local Number Portability(1 per port)			UEPPX	LNPCP	$3.15										
	FEATURES																
	NONRECURRING CHARGES - CURRENTLY COMBINED																
		2-Wire Voice Grade Loop/ Line Port Combination - Switch-As-Is			UEPPX	USAC2		$41.50	$41.50								
		2-Wire Voice Grade Loop/ Line Port Combination - Switch with Change			UEPPX	USACC		$41.50	$41.50								
	ADDITIONAL NRCs																
		2-Wire Voice Grade Loop/ Line Port Combination - Subsequent			UEPPX	USAS2		$0.0	$0.0							$20.00	$20.00

UNBUNDLED BELLSOUTH/INTERMEDIA AGREEMENT

NETWORK ELEMENTS
Tennessee

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES					OSS RATES					
								Nonrecurring		Nonrecurring Disconnect		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2 Wire Loop/Line Side Port Combination - Non feature - Subsequent Activity Nonrecurring						$0.0	$0.0					$19.99	$19.99	$19.99	$19.99
		PBX Subsequent Activity- Change/Rearrange Multiline Hunt Group						$14.64	$14.64								
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE ANALOG LINE COIN PORT																
	UNE Port/Loop Combination Rates																
		2-Wire VG Coin Port/Loop Combo – Zone 1					$26.48										
		2-Wire VG Coin Port/Loop Combo – Zone 2					$30.31										
		2-Wire VG Coin Port/Loop Combo – Zone 3					$35.32										
	UNE Loop Rates																
		2-Wire Voice Grade Loop (SL1) - Zone 1			UEPCO	UEPLX	$12.48										
		2-Wire Voice Grade Loop (SL1) - Zone 2			UEPCO	UEPLX	$16.31										
		2-Wire Voice Grade Loop (SL1) - Zone 3			UEPCO	UEPLX	$21.32										
	2-Wire Voice Grade Line Port Rates (Coin)																
		2-Wire Coin 2-Way without Operator Screening and without Blocking (TN)			UEPCO	UEPTB	$14.00	$90.00	$90.00					$30.89	$7.03		
		2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (NC, TN)			UEPCO	UEPRP	$14.00							$30.89	$7.03		
		2-Wire Coin 2-Way with Operator Screening and 011 Blocking (TN)			UEPCO	UEPTA	$14.00	$90.00	$90.00					$30.89	$7.03		
		2-Wire Coin 2-Way with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (NC, TN)			UEPCO	UEPCA	$14.00	$90.00	$90.00					$30.89	$7.03		
		2-Wire Coin Outward with Operator Screening and 011 Blocking (TN)			UEPCO	UEPTC	$14.00	$90.00	$90.00					$30.89	$7.03		
		2-Wire Coin Outward with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (TN)			UEPCO	UEPOT	$14.00	$90.00	$90.00					$30.89	$7.03		
	LOCAL NUMBER PORTABILITY																
		Local Number Portability(1 per port)			UEPCO	LNPCX	$0.35										
	NONRECURRING CHARGES - CURRENTLY COMBINED																
		2-Wire Voice Grade Loop/ Line Port Combination - Switch-As-Is			UEPCO	USAC2		$41.5	$41.5								
		2-Wire Voice Grade Loop/ Line Port Combination - Switch with Change			UEPCO	USACC		$41.5	$41.5								
	ADDITIONAL NRCs																
		2-Wire Voice Grade Loop/ Line Port Combination - Subsequent			UEPCO	USAS2		$0.0	$0.0								

Attachment 3

Local Interconnection

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Local Interconnection: Call Transport and Termination

The Parties shall provide interconnection with each other's networks for the transmission and routing of telephone exchange service traffic (local), ISP-bound traffic, and exchange access traffic (intraLATA toll and switched access) on the following terms:

1. **Network Interconnection**

1.1 Interconnection is available to both Parties through: (1) delivery of a Party's facilities to a collocation arrangement or Fiber Meet arrangement as defined in this Agreement; or (2) interconnection via purchase of facilities from the other Party. Interconnection may be provided by the Parties at any other technically feasible point. Requests to BellSouth for interconnection at other points may be made through the Bona Fide Request/New Business Request process set out in Attachment 11.

1.2 Intermedia must establish, at a minimum, a single Point of Presence, Interface, and Interconnection with BellSouth within the LATA for the delivery of Intermedia's originated local, intraLATA toll and transit traffic. If Intermedia chooses to interconnect at a single Point of Interconnection within a LATA, the interconnection must be at a BellSouth Access Tandem. Furthermore, Intermedia must establish Points of Interconnection at all BellSouth access and local tandems where Intermedia NXXs are "homed." A "Homing" arrangement is defined by a "Final" Trunk Group between the BellSouth Tandem and Intermedia End Office switch. A "Final" Trunk Group is the last choice telecommunications path between the Tandem and End Office switch. It is Intermedia's responsibility to enter its own NPA/NXX access and/or local tandem "homing" arrangements into the national Local Exchange Routing Guide (LERG).

1.2.1 Each Party may assign its NPA/NXX(s) in accordance with the establishment of its local calling areas, provided that it furnishes the necessary information to the other Party so that the other Party may identify local and toll traffic and provide for the proper routing and billing of calls.

1.3 A Point of Presence (POP) is the physical location (a structure where the environmental, power, air conditioning, etc. specifications for a Party's terminating equipment can be met) at which a Party establishes itself for obtaining access to the other Party's network. The POP is the physical location within which the Point of Interfaces occurs.

1.4 A Point of Interface is the physical telecommunications interface between BellSouth and Intermedia's interconnection functions. It establishes the technical interface and point of operational responsibility. The primary function of the

Point of Interface is to serve as the terminus for the interconnection service. The Point of Interface has the following main characteristics:

1. It is a cross-connect point to allow connection, disconnection, transfer or restoration of service.

2. It is a point where BellSouth and Intermedia can verify and maintain specific performance objectives.

3. It is specified according to the interface offered in the tariff or local interconnection agreement (for example: for DS1 service the FCC # 1 tariff specifies that the interface meets the technical specifications detailed in Generic Requirements GR-342-CORE, Issue 1, December 1995.)

4. The Parties provide their own equipment (CPE) to interface with the DS0, DS1, DS3, STS1 and/or OCn circuits on the customer premises.

1.5 The Point of Interconnection is the point at which the originating Party delivers its originated traffic to the terminating Party's first point of switching on the terminating Party's common (shared) network for call transport and termination. Points of Interconnection are available at either Access Tandems, Local Tandems, or End Offices as described in this Agreement. Intermedia's requested Point of Interconnection will also be used for the receipt and delivery of transit traffic at BellSouth Access and Local Tandems.

1.6 Intermedia, at its option, shall establish Points of Presence and Points of Interface for the delivery of its originated local and intraLATA toll traffic to BellSouth. The Point of Interface may not necessarily be established at the Point of Interconnection. Intermedia shall establish at least one Point of Interface within each LATA in which Intermedia does business for delivery of its InterLATA traffic.

1.7 BellSouth shall designate the Points of Presence and Points of Interface for the delivery of its originated local and intraLATA toll traffic to Intermedia for call transport and termination by Intermedia.

1.8 Where either Party believes that traffic loads justify establishment of additional Points of Interface, such additional Points of Interface must be established by mutual agreement.

1.9 Interconnection via Purchase of Facilities

1.9.1 Either Party may purchase Local Channel facilities from the Party's specified Point of Interface to its designated serving wire center. The Parties agree that charges for such Local Channel facilities are as set forth in Exhibit A to this Attachment. If a nonrecurring or recurring rate is not identified in Exhibit A for a

Local Channel, the rate shall be as set forth in the appropriate BellSouth intrastate or interstate tariff for switched access services.

Additionally, either Party may purchase Dedicated Transport facilities from its designated serving wire center to the other Party's first point of switching. The Parties agree that charges for such Dedicated Transport facilities are as set forth in Exhibit A to this Attachment. If a nonrecurring or recurring rate is not identified in Exhibit A for Dedicated Transport, the rate shall be as set forth in the appropriate BellSouth intrastate or interstate tariff for switched access services.

1.9.2 For the purposes of this Attachment, Local Channel is defined as a switch transport facility between a Party's Point of Presence and its designated serving wire center.

1.9.3 For the purposes of this Attachment, Serving Wire Center is defined as the wire center owned by one Party from which the other Party would normally obtain dial tone for its Point of Presence.

1.9.4 For the purposes of this Attachment, Dedicated Transport is defined as a switch transport facility between a Party's designated serving wire center and the first point of switching on the other Party's common (shared) network.

1.10 BellSouth Multiple Tandem Access (MTA) provides for LATA wide BellSouth transport and termination of Intermedia-originated local and BellSouth transported intraLATA toll traffic by establishing a Point of Interconnection at a BellSouth access tandem with routing through multiple BellSouth access tandems as required. Pursuant to the June 25, 2001 Interim Order of the Tennessee Regulatory Authority in Docket No. 99-00948, Intermedia need not establish Points of Interconnection at all BellSouth access tandems where Intermedia NXXs are "homed;" however, Intermedia must interconnect in at least one tandem in the rate center where its NPA/NXX is homed. If Intermedia does not have NXXs homed at a BellSouth access tandem within a LATA and elects not to establish Points of Interconnection at such BellSouth access tandem, Intermedia can order MTA in each BellSouth access tandem within the LATA where it does have a Point of Interconnection and BellSouth will terminate traffic to end-users served through those BellSouth access tandems where Intermedia does not have a Point of Interconnection. MTA shall be provisioned in accordance with BellSouth's reasonable and non-discriminatory Ordering Guidelines.

1.10.1 MTA does not include switched access traffic that transits the BellSouth network to an Interexchange Carrier (IXC). Switched Access traffic will be delivered to and by IXCs based on Intermedia's NXX Access Tandem homing arrangement as specified by Intermedia in the national Local Exchange Routing Guide (LERG).

1.10.2 For Intermedia-originated local and intraLATA toll traffic that BellSouth transports but is destined for termination by a third Party network (transit traffic),

BellSouth MTA is required if multiple BellSouth access tandems are necessary to deliver the call to the third Party network.

1.10.3 With MTA, compensation for the termination of Intermedia's local traffic will be billed on an elemental basis at the rates specified in Exhibit A to this Attachment on a statewide basis.

1.10.4 To the extent Intermedia does not purchase MTA and provides intraLATA toll service to its customers, it may be necessary for it to establish a Point of Interconnection to additional BellSouth access tandems that serve end offices outside the local calling area.

1.11 Local Tandem Interconnection. This interconnection arrangement allows Intermedia to establish a Point of Interconnection at BellSouth local tandems for: (1) the delivery of Intermedia-originated local traffic transported and terminated by BellSouth to BellSouth end offices within the local calling area as defined in BellSouth's GSST, section A3 served by those BellSouth local tandems, and (2) for local transit traffic transported by BellSouth for third party network providers who have also established Points of Interconnection at those BellSouth local tandems.

1.11.1 When a specified local calling area is served by more than one BellSouth local tandem, Intermedia must designate a "home" local tandem for each of its assigned NPA/NXXs and establish trunk connections to such local tandems. Additionally, Intermedia may choose to establish a Point of Interconnection at the BellSouth local tandems where it has no codes homing but is not required to do so. Intermedia may deliver local traffic to a "home" BellSouth local tandem that is destined for other BellSouth or third party network provider end offices subtending other BellSouth local tandems in the same local calling area where Intermedia does not choose to establish a Point of Interconnection. It is Intermedia's responsibility to enter its own NPA/NXX local tandem homing arrangements into the Local Exchange Routing Guide (LERG) either directly or via a vendor in order for other third party network providers to determine appropriate traffic routing to Intermedia's codes. Likewise, Intermedia shall obtain its routing information from the LERG.

1.11.2 Notwithstanding establishing Points of Interconnection to BellSouth's local tandems, Intermedia must also establish Points of Interconnection to BellSouth access tandems within the LATA on which Intermedia has NPA/NXX's homed for the delivery of Interexchange Carrier Switched Access (SWA) and toll traffic, and traffic to Type 2A CMRS connections located at the access tandems. BellSouth cannot switch SWA traffic through more than one BellSouth access tandem. SWA, Type 2A CMRS or toll traffic routed to the local tandem in error will not be backhauled to the BellSouth access tandem for completion. (Type 2A CMRS interconnection is defined in BellSouth's A35 General Subscriber Services Tariff.)

1.11.3 BellSouth's provisioning of local tandem interconnection assumes that Intermedia has executed the necessary local interconnection agreements with the other third party network providers subtending those local tandems as required by the Act.

1.12 Fiber Meet

1.12.1 "Fiber-Meet" is an interconnection arrangement whereby the Parties physically interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a mutually agreed upon location, at which one Party's facilities, provisioning, and maintenance responsibility begins and the other Party's responsibility ends (i.e. Point Of Interface).

1.12.2 If Intermedia elects to establish a Point of Interconnection with BellSouth pursuant to a Fiber Meet, Intermedia and BellSouth shall jointly engineer and operate a Synchronous Optical Network ("SONET") transmission system by which they shall interconnect their networks for the routing of local traffic via a Local Channel facility at either the DS0, DS1, or DS3 level and shall be ordered via an Access Services Request ("ASR") in the initial phase of this offering. The Parties shall work jointly to determine the specific transmission system. However, Intermedia's SONET transmission must be compatible with BellSouth's equipment in the serving wire center, and the Data Communications Channel (DCC) must be turned off.

1.12.3 BellSouth shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the BellSouth Interconnection Wire Center ("BIWC").

1.12.4 Intermedia shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the Intermedia Interconnection Wire Center ("Intermedia Wire Center").

1.12.5 BellSouth shall designate a Point of Interface outside the BIWC as a Fiber Meet point, and shall make all necessary preparations to receive, and to allow and enable Intermedia to deliver, fiber optic facilities into the Point of Interface with sufficient spare length to reach the fusion splice point at the Point of Interface. BellSouth shall, wholly at its own expense, procure, install, and maintain the fusion splicing point in the Point of Interface. A Common Language Location Identification ("CLLI") code will be established for each Point of Interface. The code established must be a building type code. All orders shall originate from the Point of Interface (*i.e.*, Point of Interface to Intermedia, Point of Interface to BellSouth).

1.12.6 Intermedia shall deliver and maintain such strands wholly at its own expense. Upon verbal request by Intermedia, BellSouth shall allow Intermedia access to the Fiber Meet entry point for maintenance purposes as promptly as possible and is a reasonable and non-discriminatory manner.

1.12.7 The Parties shall jointly coordinate and undertake maintenance of the SONET transmission system. Each Party shall be responsible for maintaining the components of their own SONET transmission system.

1.12.8 Each Party will be responsible for (i) providing its own transport facilities to the Fiber Meet, and (ii) the cost to build-out its facilities to such Fiber Meet.

1.12.9 Neither Party shall charge the other for its portion of the Fiber Meet facility used exclusively for non-transit local traffic (*i.e.* the Local Channel). Charges incurred for other services including dedicated transport facilities to the Point of Interconnection if applicable will apply. Charges for Switched and Special Access Services shall be billed in accordance with the applicable Access Service tariff (*i.e.*, the Providing Party's Commission or FCC approved Interstate or Intrastate Access Services Tariff).

2. **Interconnection Trunking and Routing**

2.1 BellSouth and Intermedia shall establish interconnection trunks and facilities for the exchange of local and ISP-bound traffic other than transit traffic. The establishment of trunk groups and trunking configurations between networks, including the establishment of one-way or two-way trunks in accordance with applicable, reasonable and non-discriminatory *BellSouth Call Transport & Termination Service For Facility Based CLECs section of the Facility Based CLEC Activation Requirements Customer Guide* as it is revised from time to time.

2.2 Any Intermedia interconnection request that deviates from the standard trunking configurations as described in applicable, reasonable and non-discriminatory *BellSouth Call Transport & Termination Service For Facility Based CLECs section of the Facility Based CLEC Activation Requirements Customer Guide* that affects traffic delivered to Intermedia from a BellSouth switch that requires special BellSouth switch translations and other network modifications will require Intermedia to submit a Bona Fide Request/New Business Request via the Bona Fide Request/New Business Request Process set forth in General Terms and Conditions.

2.3 The Parties agree to make available to each other one-way and two-way trunks for the reciprocal exchange of local and ISP-bound traffic. All terms and conditions, as well as charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and Intermedia not addressed in Exhibit A shall be as set forth in the appropriate Party's Commission or FCC approved intrastate or interstate tariff for switched access services. For two-way trunk groups that carry both Parties' local and ISP-bound traffic only, excluding trunk groups that carrier transit traffic, the Parties shall be compensated for the nonrecurring and recurring charges for the dedicated transport trunks and facilities at 50% of the applicable contractual or tariff rates for the services provided by each Party. Intermedia shall be responsible for ordering and paying for any two-way trunks carrying transit traffic.

2.4 The Parties shall utilize direct end office trunking under the following conditions:

(1) Tandem Exhaust - If a tandem through which the Parties are interconnected is unable to, or is forecasted to be unable to support additional traffic loads for any period of time, the Parties will mutually agree on an end office trunking plan that will alleviate the tandem capacity shortage and ensure completion of traffic between Intermedia and BellSouth's subscribers.

(2) Traffic Volume –To the extent either Party has the capability to measure the amount of traffic between a Intermedia switching center and a BellSouth end office, either Party shall install and retain direct end office trunking sufficient to handle actual or reasonably forecasted traffic volumes, whichever is greater, between a Intermedia switching center and a BellSouth end office where the traffic exceeds or is forecasted to exceed a single DS1 of local traffic per month. Either Party will install additional capacity between such points when overflow traffic between Intermedia's switching center and BellSouth's end office exceeds or is forecasted to exceed a single DS1 of local traffic per month. In the case of one-way trunking, additional trunking shall only be required by the Party whose trunking has achieved the preceding usage threshold.

Mutual Agreement - The Parties may install direct end office trunking upon mutual agreement in the absence of the conditions (1) or (2) above and agreement will not unreasonably be withheld.

2.5 Switched Access traffic will be delivered to and by IXCs based on Intermedia's NXX Access Tandem homing arrangement as specified by Intermedia in the national Local Exchange Routing Guide (LERG).

2.6 All trunk groups will be provisioned as Signaling System 7 (SS7) capable where technically feasible.

3. **Network Design and Management for Interconnection**

3.1 Network Management and Changes. Both Parties will work cooperatively with each other to install and maintain the most effective and reliable interconnected telecommunications networks, including but not limited to, the exchange of toll-free maintenance contact numbers and escalation procedures. Both Parties agree to provide public notice of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.

3.2 Interconnection Technical Standards. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria. Interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Bellcore Standard No. TR-NWT-00499. Signal transfer point, Signaling System 7 ("SS7")

connectivity is required at each interconnection point. BellSouth will provide out-of-band signaling using Common Channel Signaling Access Capability where technically and economically feasible, in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. Facilities of each Party shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling number ID (Calling Party Number) when technically feasible.

3.3 Quality of Interconnection. The local interconnection for the transmission and routing of telephone exchange service and exchange access that each Party provides to the other Party will be at least equal in quality to what it provides to itself and any subsidiary or affiliate, where technically feasible, or to any other Party to which each Party provides local interconnection.

3.4 Network Management Controls. Both Parties will work cooperatively and in good faith to exchange applicable information and to apply sound network management principles by invoking appropriate network management controls, *e.g.*, call gapping, to alleviate or prevent call blocking and network congestion.

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

3.6 Forecasting Requirements.

3.6.1 The Parties shall exchange technical descriptions and forecasts of their interconnection and traffic requirements in sufficient detail necessary to establish the interconnections required to assure traffic completion to and from all customers in their respective designated service areas. In order for BellSouth to provide as accurate reciprocal trunking forecasts as possible to Intermedia, Intermedia must timely inform BellSouth of any known or anticipated events that may affect BellSouth reciprocal trunking requirements. If Intermedia refuses to provide such information, BellSouth shall provide reciprocal trunking forecasts based only on existing trunk group growth and BellSouth's annual estimated percentage of BellSouth subscriber line growth.

3.6.2 Both Parties shall meet every six months or at otherwise mutually agreeable intervals for the purpose of exchanging non-binding forecast of its traffic and volume requirements for the interconnection and network elements provided under this Agreement, in the form and in such detail as agreed by the Parties. The Parties agree that each forecast provided under this Section shall be deemed

"Confidential Information" in the General Terms and Conditions – Part A of this Agreement.

3.6.3 The trunk forecast should include trunk requirements for all of the interconnecting trunk groups for the current year plus the next two future years. The forecast meeting between the two companies may be a face-to-face meeting, video conference or audio conference. It may be held regionally or geographically. Ideally, these forecast meetings should be held at least semi-annually, or more often if the forecast is no longer usable. Updates to a forecast or portions thereof should be made whenever the Party providing the forecast deems that the latest trunk requirements exceed the original quantities by 24 trunks or 10%, whichever is greater. Either Party should notify the other Party if they have measurements indicating that a trunk group is exceeding its designed call carrying capacity and is impacting other trunk groups in the network. Also, either Party should notify the other Party if it knows of situations in which the traffic load is expected to increase significantly and thus affect the interconnecting trunk requirements as well as the trunk requirements within the other Party's network. The Parties agree that the forecast information provided under this Section shall be deemed "Confidential Information" as set forth in the General Terms and Conditions of this Agreement.

3.6.4 For a non-binding trunk forecast, agreement between the two Parties on the trunk quantities and the timeframe of those trunks does not imply any liability for failure to perform if the trunks are not available for use at the required time.

3.6.5 Signaling Call Information. BellSouth and Intermedia will send and receive 10 digits for local traffic. Additionally, BellSouth and Intermedia will exchange the proper call information, *i.e.*, originated call company number and destination call company number, CIC, and OZZ, including all proper translations for routing between networks and any information necessary for billing.

4. **Parity in Ordering and Provisioning**

Each Party shall provide interconnection ordering and provisioning services to the other Party that are Equal in Quality to the ordering and provisioning services the Parties provide themselves "Equal in Quality" shall have the meaning accorded in 47 C.F.R. § 51.305(a)(3). Detailed procedures for ordering and provisioning BellSouth interconnection services are set forth in the reasonable and non-discriminatory *BellSouth Call Transport & Termination Service For Facility Based CLECs section of the Facility Based CLEC Activation Requirements Customer Guide.*

5. **Local Dialing Parity**

Each Party shall provide local dialing parity, meaning that each Party's customers will not have to dial any greater number of digits than the other Party's customers to complete the same call. In addition, under equivalent interconnection arrangements, Intermedia local service customers will experience at least the same

quality as BellSouth local service customers regarding post-dial delay, call completion rate and transmission quality.

6. **Interconnection Compensation**

6.1 Reciprocal Compensation for Local Traffic and Intercarrier Compensation for ISP-bound Traffic

6.1.1 Local Traffic is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or other local calling area associated with the originating exchange as defined and specified in Section A3 of BellSouth's General Subscriber Service Tariff.

6.1.1.1 Local Traffic does not include calls placed by an end user customer, or placed on behalf of an end user customer, to establish or maintain a network connection if:

(a) for minute-of-use rated traffic to be billed by the terminating carrier as a result of the call, such call is not recognized by industry practice to constitute traffic that results from a telephone call; or

(b) the end user customer does not control the destination and the content of the call; or

(c) the traffic (*i.e.*, minutes of use) to be billed by the terminating carrier does not serve any legitimate purpose unrelated to the receipt of reciprocal compensation or other benefit that may be derived solely from establishing or maintaining the network connection.

6.1.2 ISP-bound Traffic is defined as calls to an Internet Service Provider or Information Service Provider ("ISP") that are dialed by using a local dialing pattern (7 or 10 digits) by the calling party. ISP-bound Traffic is not considered Local Traffic subject to reciprocal compensation, but instead is information access traffic. All combined ISP-bound Traffic and Local Traffic delivered to one Party by the other Party that exceeds a 3:1 ratio of terminating to originating traffic on a state-wide basis shall be presumed to be ISP-bound Traffic. All combined ISP-bound Traffic and Local Traffic delivered to one Party by the other Party that does not exceed a 3:1 ratio of terminating to originating traffic on a state-wide basis shall be presumed to be Local Traffic.. Notwithstanding the foregoing, either Party may seek to rebut these presumptions (1) with a showing that traffic above the ratio is not ISP-bound traffic; or (2) conversely, that traffic below the ratio is ISP bound traffic, and may seek appropriate relief with the State Commission according to Section 252 of the Communications Act of 1934, as amended.

6.1.3 Pursuant to the FCC's Transitional Intercarrier Compensation Mechanism for ISP-Bound Traffic, *Order on Remand and Report and Order,* CC Dkt. Nos. 96-98 and 99-68, FCC 01-31 (rel. April 27, 2001) ("ISP Remand Order"), BellSouth

hereby elects upon the effective date of the *ISP Remand Order*, to take advantage of the rate and growth caps contained in that *Order*, as set forth herein. The Parties shall compensate each other for termination of Local and ISP-bound traffic at the following rates:

6/14/01 - 12/13/01	$0.0015 per MOU
12/14/01 – 6/13/02	$0.0010 per MOU
6/14/02 – Expiration Date	$0.0007 per MOU

6.1.4 BellSouth shall offer to exchange both Local Traffic and ISP-bound Traffic with CLECs, and CMRS providers, subject to the rate caps in the ISP Remand Order. If, in the future, BellSouth chooses not to offer to exchange both Local Traffic and ISP-bound Traffic with CLECs, and CMRS providers, subject to the rate caps in the ISP Remand Order, then the rate for ISP-bound Traffic termination shall be the rate for reciprocal compensation for Local Traffic as set forth in Exhibit A of this Attachment. If the Parties are unable to agree on whether BellSouth is offering to exchange traffic as described in this Section, they shall invoke the dispute resolution procedures in the General Terms and Conditions of this Agreement.

6.1.4.1 Notwithstanding anything to the contrary in this Agreement, the volume of ISP-bound traffic for which one Party may bill the other shall be capped as follows:

6.1.4.1.1 For ISP-bound Traffic exchanged during the year 2001, compensation at the rates set out above shall be billed by the terminating Party to the originating Party on ISP-bound Traffic minutes only up to a ceiling equal to, on an annualized basis, the number of ISP-bound Traffic minutes for which the terminating Party was entitled to compensation during the first quarter of 2001, plus a ten percent growth factor.

6.1.4.1.2 For ISP-bound Traffic exchanged during the year 2002, compensation at the rates set out above shall be billed by the terminating Party to the originating Party on ISP-bound Traffic minutes only up to a ceiling equal to the number of ISP-bound Traffic minutes for which the terminating Party was entitled to compensation in 2001, plus a ten percent growth factor.

6.1.4.1.3 For ISP-bound Traffic exchanged during the year 2003 and beyond, compensation at the rates set out above shall be billed by the terminating Party to the originating Party only on ISP-bound Traffic minutes up to a ceiling equal to the year 2002 ceiling.

6.1.5 Notwithstanding the foregoing, the elemental rates for tandem switching and common transport set forth in Exhibit A of this Attachment shall apply for Transit

Traffic as described in Sections 6.8 and 6.8.1 below and Multiple Tandem Access as described in Section 1.10 above, in addition to the applicable per minute of use rate for call transport and termination, if any.

6.1.6 The Parties agree not to represent access minutes of use as local minutes of use. The Parties further agree that no reciprocal compensation will be due from BellSouth for resold services purchased by Intermedia from BellSouth, even if Intermedia hands such services off to another affiliated or unaffiliated entity. Resold services in this context refers to total service resale, not services that may have been ordered by Intermedia or its affiliated ISP out of BellSouth's retail tariff, or the resale of contract tariff type services. Intercarrier compensation will be due from BellSouth only when Intermedia uses its own facilities or leases facilities from a third party or from BellSouth as unbundled network elements or tariffed services.

6.2 Unidentifiable traffic. Both Parties shall utilize their NPA/NXXs in such a way and will provide the necessary information so that the other Party shall be able to distinguish Local from IntraLATA Toll traffic for the other Party's originated traffic. Calls to an NPA/NXX in a local calling area outside the local calling area where the NPA/NXX is homed shall be treated as intrastate, interexchange toll traffic for purposes of intercarrier compensation and, therefore, are subject to access charges.

6.3 Percent Local Use. Each Party will report to the other a Percentage Local Usage ("PLU"). The application of the PLU will determine the amount of local minutes to be billed to the other Party. For purposes of developing the PLU, each Party shall consider every local call and every long distance call, excluding transit traffic. By the first of January, April, July and October of each year, BellSouth and Intermedia shall provide a positive report updating the PLU. Both Parties shall adhere to reasonable and non-discriminatory requirements associated with PLU reporting as shall be set forth in BellSouth's Standard Percent Local Use Reporting Platform for Interconnection Purchasers, as it is amended from time to time during this Agreement. Notwithstanding the foregoing, where the terminating company has message recording technology that identifies the traffic terminated, such information, in lieu of the PLU factor, shall at the company's option be utilized to determine the appropriate local usage compensation to be paid.

6.4 Percentage Interstate Usage. For combined interstate and intrastate Intermedia traffic terminated by BellSouth over the same facilities, Intermedia will be required to provide a projected Percentage Interstate Usage ("PIU") to BellSouth. All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in BellSouth's Intrastate Access Services Tariff will apply to Intermedia. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU factor will be used for application and billing of local interconnection. Notwithstanding the foregoing, where the

terminating company has message recording technology that identifies the traffic terminated, such information, in lieu of the PLU factor, shall at the company's option be utilized to determine the appropriate local usage compensation to be paid.

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

6.6 Compensation for IntraLATA Toll Traffic

6.6.1 IntraLATA Toll Traffic. IntraLATA toll traffic is defined as all basic intraLATA message service calls other than Local Traffic.

6.6.2 Compensation for intraLATA toll traffic. For terminating its intraLATA toll traffic on the other company's network, the originating Party will pay the terminating Party, the terminating Party's current intrastate or interstate, whichever is appropriate, terminating switched access tariff rates as set forth in the terminating Party's Commission approved Intrastate or Interstate Access Services Tariff. The appropriate charges will be determined by the routing of the call. If one Party is the other Party's end user's presubscribed interexchange carrier or if one Party's end user uses the other Party as an interexchange carrier on a 101XXXX basis, the originating Party will charge the other Party the appropriate originating switched access tariff rates as set forth in the originating Party's Commission approved Intrastate or Interstate Access Services Tariff.

6.6.3 Compensation for 800 Traffic. Each Party shall compensate the other pursuant to the appropriate switched access charges, including the database query charge as set forth in the providing Party's Commission approved Intrastate or Interstate switched access tariffs.

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

6.6.5 800 Access Screening. Should Intermedia require 800 Access Ten Digit Screening Service from BellSouth, it shall have signaling transfer points connecting directly to BellSouth's local or regional signaling transfer point for service control point database query information. Intermedia shall utilize SS7 signaling links, ports and usage as set forth in Attachment 2. Intermedia will not utilize switched access FGD service. 800 Access Ten Digit Screening Service is an originating service that is provided via 800 Switched Access Service trunk groups from BellSouth's SS7 equipped end office or access tandem providing an IXC identification function and delivery of a call to the IXC based on the dialed ten digit number. The terms and conditions for this service are set out in BellSouth's Intrastate Access Services Tariff as amended.

6.7 Mutual Provision of Switched Access Service

6.7.1 Switched Access Traffic. Switched Access Traffic is defined as telephone calls requiring local transmission or switching services for the purpose of the origination or termination of Telephone Toll Service. Switched Access Traffic includes the following types of traffic: Feature Group A, Feature Group B, Feature Group D, 800/888 access, and 900 access and their successors or similar Switched Exchange Access Services.

6.7.2 When BellSouth and Intermedia provide an access service connection between an interexchange carrier ("IXC") and each other, each Party will provide its own access services to the IXC on a multi-bill, multi-tariff meet-point basis. Each Party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by the Party providing the end office function. The Parties will use the Multiple Exchange Carrier Access Billing (MECAB) system to establish meet point billing for all applicable traffic. Thirty (30)-day billing periods will be employed for these arrangements. The recording Party agrees to provide to the initial billing company, at no charge, the switched access detailed usage data within no more than sixty (60) days after the recording date. The initial billing company will provide the switched access summary usage data to all subsequent billing companies within 10 days of rendering the initial bill to the IXC. Each company will notify the other when it is not feasible to meet these requirements so that the customers may be notified for any necessary revenue accrual associated with the significantly delayed recording or billing. As business requirements change data reporting requirements may be modified as necessary in accordance with MECAB guidelines or by mutual agreement by the Parties.

6.7.3 In the event that either Party fails to provide switched access detailed usage data to the other Party within 90 days after the recording date and the receiving Party is unable to bill and/or collect access revenues due to the sending Party's failure to provide such data within said time period, then the Party failing to send the data as specified herein shall be liable to the other Party in an amount equal to the unbillable or uncollectible revenues. Each company will provide complete

documentation to the other to substantiate any claim of unbillable access revenues. A negotiated settlement will be agreed upon between the companies.

6.7.4 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data and shall make best efforts to do so within 48 hours. If such reconstruction is not possible, the Parties shall use a reasonable estimate of the lost data, based on twelve (12) months of prior usage data; provided that if twelve (12) months of prior usage data is not available, the Parties shall base the estimate on as much prior usage data that is available; and further provided, however, that if reconstruction is required prior to the availability of at least three (3) months of prior usage data, the Parties shall defer such reconstruction until three (3) months of prior usage data is available..

6.7.5 The Initial Billing Company shall keep records of its billing activities relating to jointly-provided Intrastate and Interstate access services in sufficient detail to permit the Subsequent Billing Company to, by formal or informal review or audit, to verify the accuracy and reasonableness of the jointly-provided access billing data provided by the Initial billing Company. Each company agrees to cooperate in such formal or informal reviews or audits and further agrees to jointly review the findings of such reviews or audits in order to resolve any differences concerning the findings thereof.

6.8 Transit Traffic Service. Each party shall provide tandem switching and transport services for the other's transit traffic. Transit traffic is traffic originating on one Party's network that is switched and transported by the other Party and terminates on a third party's network. Rates for local transit traffic shall be the applicable call transport and termination charges as set forth in Exhibit A to this Attachment. Rates for intraLATA toll and Switched Access transit traffic shall be the rates set forth in each Party's applicable tariffs filed and in effect with the FCC or state Commission. Billing associated with all transit traffic shall be pursuant to MECAB procedures. Wireless Type 1 traffic shall not be treated as transit traffic from a routing or billing perspective. Wireless Type 2A traffic shall not be treated as transit traffic from a routing or billing perspective until BellSouth and the Wireless carrier have the capability to properly meet point-bill in accordance with MECAB guidelines.

6.8.1 For purposes of this Agreement, Wireless Type 1 traffic shall have the following definition: The Type 1 interface is at the point of interface of a trunk between a wireless service provider and a local exchange carrier end office switching system. The wireless service provider establishes connections to the directory numbers served by this local exchange carrier end office and other carriers through this interconnection arrangement.

6.8.2 For purposes of this Agreement, Wireless Type 2A traffic shall have the following definition: The Type 2A interface is at the point of interface of a trunk between a wireless service provider and a local exchange carrier tandem switching system.

Through this interconnection arrangement, the wireless service provider can establish connections to local exchange carrier end office and to other carriers accessible through the tandem.

6.8.3 The delivery of traffic that transits the BellSouth network and is transported to another carrier's network is excluded from any BellSouth billing guarantees and will be delivered at the rates as set forth in Exhibit A to this Attachment. Intermedia is responsible for and shall negotiate the necessary agreements or the placement of valid orders with the terminating carrier for the receipt of this traffic through the BellSouth network. BellSouth will not be liable for any compensation to the terminating carrier as a result of providing the transit function. Further, Intermedia agrees to compensate BellSouth for any charges or costs for the delivery of transit traffic to a connecting carrier on behalf of Intermedia for which a valid contract or order has not been established. Additionally, the Parties agree that any billing to a third party or other telecommunications carrier under this section shall be pursuant to MECAB procedures.

6.8.4 The Parties shall compensate each other for Transit Traffic Service as follows:

6.8.4.1 For Local Traffic and IntraLATA Toll Traffic originating from Intermedia that is delivered over the Transit Traffic Service, Intermedia will pay to BellSouth the applicable Tandem Switching and/or Interoffice Transport charges set forth in Attachment 2 to this Agreement. Charges for services provided by the Parties to a third party carrier(s) shall be assessed on a meet point basis, consistent with the terms of Section 6.8 hereof.

6.8.4.2 For Local Traffic and IntraLATA Toll Traffic that is to be terminated to Intermedia from a third party LEC or CMRS provider (provided BellSouth has a meet point billing arrangement with the CMRS provider), BellSouth shall deliver such Local Traffic and IntraLATA toll Traffic to Intermedia in accordance with the terms and conditions of such other party's transit agreement, and such third party LEC or CMRS provider (and not Intermedia) shall be responsible to pay BellSouth the applicable transit service charges.

6.8.4.3 In the case of 800/888/877 calls originated from Intermedia to a third party carrier, using tandem Transit services, the Transit service charge will be charged to the terminating carrier.

7. **Frame Relay Service**

7.1 In addition to the Local Interconnection services set forth above, BellSouth will offer a network to network Interconnection arrangement between BellSouth's and Intermedia's frame relay switches as set forth below. The following provisions will apply only to Frame Relay Service and Exchange Access Frame Relay Service in those states in which Intermedia is certified and providing Frame Relay

Service as a Local Exchange Carrier and where traffic is being exchanged between Intermedia and BellSouth Frame Relay Switches in the same LATA.

7.2 The Parties agree to establish two-way Frame Relay facilities between their respective Frame Relay Switches to the mutually agreed upon Frame Relay Service point(s) of interconnection ("POI(s)") within the LATA. All POIs shall be within the same Frame Relay Network Serving Areas as defined in Section A40 of BellSouth's General Subscriber Service Tariff except as set forth in this Attachment.

7.3 Upon the request of either Party, such interconnection will be established where BellSouth and Intermedia have Frame Relay Switches in the same LATA. Where there are multiple Frame Relay switches in one central office, an interconnection with any one of the switches will be considered an interconnection with all of the switches at that central office for purposes of routing packet traffic.

7.4 The Parties agree to provision local and IntraLATA Frame Relay Service and Exchange Access Frame Relay Service (both intrastate and interstate) over Frame Relay interconnection facilities between the respective Frame Relay switches and the POIs.

7.5 The Parties agree to assess each other reciprocal charges for the facilities that each provides to the other according to the Percent Local Circuit Use Factor (PLCU), determined as follows:

7.5.1 If all the data packets transported within a VC originate and terminate within the LATA, the traffic on that VC is local ("Local VC") for purposes of calculating the PLCU and for purposes of reciprocal compensation for Frame Relay packet data.

7.5.2 If the originating and terminating locations of the two way packet data traffic are not in the same LATA, the traffic on that VC is interLATA ("InterLATA VC").

7.5.3 The PLCU is determined by dividing the total number of Local VCs, by the total number of VCs on each Frame Relay facility. To facilitate implementation, Intermedia may determine its PLCU in aggregate, by dividing the total number of Local VCs in a given LATA by the total number VCs in that LATA. The Parties agree to renegotiate the method for determining PLCU, at BellSouth's request, and within 90 days, if BellSouth notifies Intermedia that it has found that this method does not adequately represent the PLCU. Pending the development of a suitable mechanism for measuring packet data traffic, and assessment of reciprocal compensation for Local VC traffic, the Parties agree that the reciprocal compensation mechanism for Local VC traffic shall be bill and keep.

7.5.4 If there are no VCs on a particular facility when it is initially billed, the Parties will establish the PLCU based upon the average number of Local VCs and total VCs on other Frame Relay facilities between the Parties in the same LATA. If there are no other Frame Relay facilities between the Parties in the same LATA,

the Parties will establish the PLCU based upon the average number of Local VCs and total VCs on other Frame Relay facilities between the Parties in the same state. If there are no other Frame Relay facilities between the Parties in the same state, the Parties will establish the PLCU based upon the average number of Local VCs and total VCs on other Frame Relay facilities between the Parties in BellSouth's nine-state region. The PLCU established pursuant to this paragraph shall remain in effect for a period of ninety (90) days or until such time as one or more VCs are activated on the particular facility in question, whichever occurs first. Thereafter, the PLCU will be determined in accordance with Section 7.5.3 above.

7.5.5 BellSouth will provide the circuit between the Parties' respective Frame Relay Switches. The Parties will be compensated as follows: BellSouth will invoice, and Intermedia will pay, the total non-recurring and recurring charges for the circuit based upon the rates set forth in BellSouth's Interstate Access Tariff, FCC No. 1. Intermedia will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed charges for the circuit by one-half of Intermedia's PLCU.

7.6 The Parties agree to compensate each other for Frame Relay network-to-network interface (NNI) ports based upon the NNI rates set forth in BellSouth's Interstate Access Tariff, FCC No. 1. Compensation for each pair of NNI ports will be calculated as follows: BellSouth will invoice, and Intermedia will pay, the total non-recurring and recurring charges for the NNI port. Intermedia will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed non-recurring and recurring charges for the NNI port by Intermedia's PLCU.

7.7 Each Party agrees that there will be no charges to the other Party for its own subscriber's Permanent Virtual Circuit (PVC) rate elements for the local PVC segment from its Frame Relay switch to its own subscriber's premises. PVC rate elements include the Data Link Connection Identifier (DLCI) and Committed Information Rate (CIR).

7.8 For the PVC segment between the Intermedia and BellSouth Frame Relay switches, compensation for the PVC charges is based upon the rates in BellSouth's Interstate Access Tariff, FCC No. 1.

7.9 Compensation for PVC rate elements will be calculated as follows:

7.9.1 If Intermedia orders a VC connection between a BellSouth subscriber's PVC segment and a PVC segment from the BellSouth Frame Relay switch to the Intermedia Frame Relay switch, BellSouth will invoice, and Intermedia will pay, the total non-recurring and recurring PVC charges for the PVC segment between the BellSouth and Intermedia Frame Relay switches. If the VC is a Local VC, Intermedia will then invoice and BellSouth will pay, the total nonrecurring and

recurring PVC charges billed for that segment. If the VC is not local, no compensation will be paid to Intermedia for the PVC segment.

7.9.2 If BellSouth orders a Local VC connection between a Intermedia subscriber's PVC segment and a PVC segment from the Intermedia Frame Relay switch to the BellSouth Frame Relay switch, BellSouth will invoice, and Intermedia will pay, the total non-recurring and recurring PVC and CIR charges for the PVC segment between the BellSouth and Intermedia Frame Relay switches. If the VC is a Local VC, Intermedia will then invoice and BellSouth will pay the total non-recurring and recurring PVC and CIR charges billed for that segment. If the VC is not local, no compensation will be paid to Intermedia for the PVC segment.

7.9.3 The Parties agree to compensate each other for requests to change a PVC segment or PVC service order record, according to the Feature Change charge as set forth in the BellSouth access tariff BellSouth Tariff FCC No, 1.

7.9.4 If Intermedia requests a change, BellSouth will invoice and Intermedia will pay a Feature Change charge for each affected PVC segment.

7.9.4.1 If BellSouth requests a change to a Local VC, Intermedia will invoice and BellSouth will pay a Feature Change charge for each affected PVC segment.

7.9.5 The Parties agree to limit the sum of the CIR for the VCs on a DS1 NNI port to not more than three times the port speed, or not more than six times the port speed on a DS3 NNI port.

7.10 Intermedia will identify and report quarterly to BellSouth the PLCU of the Frame Relay facilities it uses, per section 7.5.3 above.

7.11 Either Party may request a review or audit of the various service components, consistent with the provisions of section E2 of the BellSouth State Access Services tariffs or Section 2 of the BellSouth FCC No.1 Tariff.

7.12 If during the term of this Agreement, BellSouth obtains authority to provide interLATA Frame Relay in any State, the Parties agree to renegotiate this arrangement for the exchange of Frame Relay Service Traffic within one hundred eighty (180) days of the date BellSouth receives interLATA authority. In the event the Parties fail to renegotiate this Section 8 within the one hundred eighty day period, they will submit this matter to the appropriate State commission(s) for resolution.

8. **Operational Support Systems (OSS) Rates**

BellSouth has developed and made available the following mechanized systems by which Intermedia may submit LSRs electronically:

LENS Local Exchange Navigation System

EDI	Electronic Data Interface
EDI-PC	Electronic Data Interface – Personal Computer
TAG	Telecommunications Access Gateway

LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic ordering charge as specified in the table below. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (mail, fax, courier, etc.) will incur a manual order charge as specified in the table below:

OPERATIONAL SUPPORT SYSTEMS	**AL, GA, LA, MS, NC, SC**	**FL, KY, TN**
OSS **LSR** charge, per LSR received from the CLEC by one of the OSS interactive interfaces	$3.50 SOMEC	$3.50 SOMEC
Incremental charge per LSR received from the CLEC by means other than one of the OSS interactive interfaces	See applicable rate element	$19.99 SOMAN

Note: In addition to the OSS charges, applicable discounted service order and related discounted charges apply per the tariff.

Denial/Restoral OSS Charge

In the event Intermedia provides a list of customers to be denied and restored, rather than an LSR, each location on the list will require a separate PON and, therefore will be billed as one LSR per location.

Cancellation OSS Charge

Intermedia will incur an OSS charge for an accepted LSR that is later canceled by Intermedia.

Note: Supplements or clarifications to a previously billed LSR will not incur another OSS charge.

Network Elements and Other Services Manual Additive

The Commissions in Alabama, Georgia, Louisiana, Mississippi and South Carolina have ordered incremental manual non-recurring charges (NRC) for Network Elements and Other Services ordered by means other than one of the interactive interfaces. These ordered Network Elements and Other Services manual additive NRCs will apply in these states, rather than the charge per LSR.

Threshold Billing Plan

The Parties agree that Intermedia will incur the mechanized rate for all LSRs, both mechanized and manual, if the percentage of mechanized LSRs to total LSRs **meets or** exceeds the threshold percentages shown below:

Year	Ratio: Mechanized/Total LSRs
2001	90%

The threshold plan will be discontinued in 2002.

BellSouth will track the total LSR volume for each CLEC for each quarter. At the end of that time period, a Percent Electronic LSR calculation will be made for that quarter based on the LSR data tracked in the LCSC. If this percentage exceeds the threshold volume, all of that CLECs' future manual LSRs will be billed at the mechanized LSR rate. To allow time for obtaining and analyzing the data and updating the billing system, this billing change will take place on the first day of the second month following the end of the quarter (e.g. May 1 for 1Q, Aug 1 for 2Q, etc.). There will be no adjustments to the amount billed for previously billed LSRs.

BELLSOUTH/INTERMEDIA AGREEMENT

LOCAL INTERCONNECTION
Tennessee

CATEGORY	NOTES	LOCAL INTERCONNECTION	Interim	Zone	BCS	USOC	RATES					OSS RATES					
								Nonrecurring		Nonrecurring							
							Rec	First	Add'l	First	Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Dis Add'l
										Disconnect		SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																	
	TANDEM SWITCHING																
		Tandem Switching Function Per MOU			OHD		$0.0009778bk										
		Multiple Tandem Switching, per MOU (applies to intial tandem only)			OHD		$0.0009778bk										
	"bk" beside a rate indicates that the Parties have agreed to bill and keep on usage. As such, this element will be assessed for transit and MTA traffic, and not for non-transit and non-MTA traffic.																
	TRUNK CHARGE																
		Installation Trunk Side Service - per DS0			OHD	TPP++		$334.29	$57.01								
		Dedicated End Office Trunk Port Service-per DS0**			OHD	TDE0P	$0.00										
		Dedicated End Office Trunk Port Service-per DS1**			0H1	TDE1P	$0.00										
		Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDW0P	$0.00										
		Dedicated Tandem Trunk Port Service-per DS1**			OH1MS	TDW1P	$0.00										
	** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																
LOCAL INTERCONNECTION (TRANSPORT)																	
	COMMON TRANSPORT (Shared)																
		Common Transport - Per Mile, Per MOU			OHD		$0.0000064bk										
		Common Transport - Facilities Termination Per MOU			OHD		$0.0003871bk										
	INTEROFFICE CHANNEL - DEDCATED TRANSPORT - VOCE GRADE																
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month		OHL	OH1	1L5NF	$0.0174										
		Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month		OHL	OH1	1L5NF	$18.58	$83.35									
	INTEROFFICE CHANNEL - DEDCATED TRANSPORT - 56/64 KBPS																
		Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month		OHM	OH1	1L5NK	$0.0174										
		Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month		OHM	OH1	1L5NK	$18.53	$83.35									
		Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month		OHM	OH1	1L5NK	$0.0174										
		Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month		OHM	OH1	1L5NK	$18.53	$83.35									
	INTEROFFICE CHANNEL - DEDCATED TRANSPORT - DS1																
		Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month		OH1	OH1	1L5NL	$0.3525										
		Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month		OH1	OH1	1L5NL	$75.83	$131.95									

BELLSOUTH/INTERMEDIA AGREEMENT

LOCAL INTERCONNECTION
Tennessee

CATEGORY	NOTES	LOCAL INTERCONNECTION	Interim	Zone	BCS	USOC	RATES					OSS RATES					
								Nonrecurring		Nonrecurring Disconnect		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manua Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Dis 1st	Incremental Charge - Manual Svc Order vs. Electronic-Dis Add'l
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		INTEROFFICE CHANNEL - DEDICATED TRANSPORT- DS3															
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3	OH3 1L5NM	$2.34										
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3	OH3 1L5NM	$848.99	$504.33									
		LOCAL CHANNEL - DEDCATED TRANSPORT															
		Local Channel - Dedicated - 2-Wire Voice Grade per month			OHL	TEFV2	$19.02	$254.14									
		Local Channel - Dedicated - 4-Wire Voice Grade per month			OHL	TEFV4	$20.56	$257.05									
		Local Channel - Dedicated - DS1 per month			OH1	TEFHG	$40.00	$310.53									
		Local Channel - Dedicated - DS3 Facility Termination per month(assumes 1 mile)			OH3	TEFHJ	$623.23	$811.19									
		LOCAL INTERCONNECTON MID-SPAN MEET															
		NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.															
		Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	$0.00	$0.00									
		Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	$0.00	$0.00									
		MULTIPLEXERS															
		Channelzation - DS1 to DS0 ChannelSystem			OH1	OH1 SATN1	$80.77	$186.34									
		DS3 to DS1 ChannelSystem per month			OH3	OH3MS SATNS	$222.98	$314.46									
		DS3 Interface Unit (DS1 COCI) per month			OH1	OH1MS SATCO	$17.58	$6.07									

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

Attachment 4

Physical Collocation

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BELLSOUTH
PHYSICAL COLLOCATION

1. SCOPE OF ATTACHMENT

1.1 Scope of Attachment. The rates, terms, and conditions contained within this Attachment shall only apply when Intermedia is occupying the collocation space as a sole occupant or as a Host pursuant to Section 4.

1.2 Right to occupy. Subject to Section 4 of this Attachment, BellSouth hereby grants to Intermedia a right to occupy that certain area designated by BellSouth within a BellSouth Premises, of a size that is specified by Intermedia and agreed to by BellSouth (hereinafter "Collocation Space"). Premises is defined as BellSouth's central offices and serving wire centers, as well as all buildings or similar structures owned or leased by BellSouth that house its network facilities, and all structures that house BellSouth facilities on public rights-of-way, including containing but not limited to vaults containing loop concentrators or similar structures. To the extent this Attachment does not include all the necessary rates, terms, and conditions for BellSouth Premises other than BellSouth Central Offices, the Parties will negotiate said rates, terms, and conditions in accordance with the Bona Fide Request process specified in Attachment 11. Notwithstanding the foregoing, BellSouth shall consider in its designation for cageless collocation any unused space within the BellSouth Premises. The size specified by Intermedia may contemplate a request for space sufficient to accommodate Intermedia's growth within a two year period unless otherwise agreed to by the Parties.

1.2.1 Space Reclamation. In the event of space exhaust within a Premises, Intermedia may be required to release space to BellSouth to be allocated to other physical collocation applicants when a minimum of fifty percent of the total amount of space in Intermedia's collocation arrangement is not being utilized within the first year of operation, or 100% of the total amount of space by the end of the second year of operation. For purposes of this paragraph, utilization will mean actual use or documentation showing such plans for use within three months.

1.3 Use of Space. Intermedia shall use the Collocation Space for the purposes of installing, maintaining and operating Intermedia's equipment (to include testing and monitoring equipment) used or useful primarily to interconnect with BellSouth services and facilities, including access to unbundled network elements, for the provision of telecommunications services. Pursuant to Section 5 following, Intermedia may at its option, place Intermedia-owned fiber entrance facilities to the Collocation Space. The Collocation Space may be used only for those purposes consistent with FCC rules and decisions regarding the use of ILEC Premises, and generic state Commission rules and decisions that are not inconsistent therewith.

1.4 Rates, Charges, Terms and Conditions. Intermedia agrees to pay the rates and charges identified in Exhibit A attached hereto.

2. SPACE NOTIFICATION

2.1 Availability of Space. Upon submission of an application pursuant to Section 6, BellSouth will permit Intermedia to physically collocate, pursuant to the terms of this Attachment, at any BellSouth Premises, unless BellSouth has determined that there is no space available due to space limitations or no space available due to technical infeasibility. BellSouth will respond to an application within ten (10) calendar days as to whether space is available or not available within a BellSouth Premises. Additionally, if a lesser amount of space than that requested is available, BellSouth will respond to Intermedia with the amount of space that is available. BellSouth will respond within the same ten (10) calendar days as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. Sufficient detail will be provided to permit Intermedia a reasonable opportunity to correct each deficiency.

2.2 Reporting. Upon request from Intermedia, BellSouth will provide a written report specifying the amount of collocation space available at the Premises requested, the number of collocators present at the Premises, any modifications in the use of the space since the last report or the Premises requested and the measures BellSouth is taking to make additional space available for collocation arrangements.

2.2.1 The request from Intermedia must be written and must include the Premises and Common Language Location Identification (CLLI) code of the Premises. Such information regarding Premises and CLLI code is located in the National Exchange Carriers Association (NECA) Tariff FCC No. 4.

2.2.2 BellSouth will respond to a request for a particular Central Office location within ten (10) calendar days of receipt of such request. BellSouth will make best efforts to respond in ten (10) calendar days to such a request when the request includes up to and including five (5) Central Office locations within the same state. The response time for requests of more than five (5) shall be negotiated between the Parties. If BellSouth cannot meet the ten calendar day response time, BellSouth shall notify Intermedia and inform Intermedia of the time frame under which it can respond.

2.3 Denial of Application. After notifying Intermedia that BellSouth has no available space in the requested Central Office ("Denial of Application"), BellSouth will allow Intermedia, upon request, to tour the entire Central Office within ten (10) calendar days of Intermedia's receipt of such Denial of Application. In order to schedule said tour within ten (10) calendar days, the request for a tour of the Central Office must be received by BellSouth within five (5) business days of Intermedia's receipt of the Denial of Application.

2.4 Filing of Petition for Waiver. Upon Denial of Application BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6), and applicable FCC rules and decisions.

2.5 Waiting List. On a first come first served basis, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is

publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list when space becomes available according to how much space becomes available and the position of telecommunications carrier on said waiting list. Upon request BellSouth will advise Intermedia as to its position on the list.

2.6 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Premises that are without available space. BellSouth shall update such document within ten (10) calendar days of the Denial of Application date. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Central Office previously on the space exhaust list. BellSouth shall allocate said available space pursuant to the waiting list referenced in Section 2.5.

2.7 State Agency Procedures. Notwithstanding the foregoing, should any state regulatory agency impose a procedure different than procedures set forth in this Section, that procedure shall supersede the requirements set forth herein.

3. COLLOCATION OPTIONS

3.1 Cageless. Except where local building code does not allow cageless collocation, BellSouth shall allow Intermedia to collocate Intermedia's equipment and facilities without requiring the construction of a cage or similar structure and without requiring the creation of a separate entrance to the Collocation Space. BellSouth shall allow Intermedia to have direct access to its equipment and facilities but may require Intermedia to use a central entrance to the BellSouth Central Office. BellSouth shall make cageless collocation available in single bay increments pursuant to Section 7. Except where Intermedia's equipment requires special technical considerations (*e.g.*, special cable racking, isolated ground plane), BellSouth shall assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, Intermedia must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in BellCore (Telcordia) GR-63-Core and shall be responsible for constructing all special technical requirements associated with such equipment pursuant to Section 6.5 following.

3.2 Cages and Adjacent Arrangement Enclosures. BellSouth shall authorize the enclosure of Intermedia's equipment and facilities at Intermedia's option. Intermedia must arrange with a BellSouth certified contractor to construct a collocation arrangement enclosure in accordance with BellSouth's reasonable and non-discriminatory guidelines and specifications and at its sole expense. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard enclosure specification, Intermedia and Intermedia's BellSouth certified contractor must comply with local building code requirements. Intermedia's BellSouth certified contractor shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. The Certified Vendor shall bill Intermedia directly for all work performed for Intermedia pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Vendor. Intermedia must provide the

local BellSouth building_contact with two Access Keys used to enter the locked enclosure. Except in case of emergency, BellSouth will not access Intermedia's locked enclosure prior to notifying Intermedia.

3.2.1 BellSouth has the right to review Intermedia's plans and specifications prior to allowing construction to start. BellSouth has the right to inspect the enclosure after construction to make sure it is designed and constructed according to BellSouth's reasonable and non-discriminatory guidelines and specifications and to require Intermedia to remove or correct at Intermedia's cost any structure that does not meet these standards, subject to the Dispute Resolution provisions of this Agreement.

3.3 Shared (Subleased) Caged Collocation. Intermedia may allow other telecommunications carriers to share Intermedia's caged collocation arrangement pursuant to terms and conditions agreed to by Intermedia ("Host") and other telecommunications carriers ("Guests") and pursuant to this Section, except when the BellSouth Premises is located within a leased space and BellSouth is not authorized by the lessor to offer such an option. The terms and conditions of the agreement between the Host and its Guests shall be written and Intermedia shall provide BellSouth notice of such an agreement to the BellSouth contact specified in Section 15 within ten (10) business days of its execution and prior to any Firm Order. Such notice shall contain a certification that said agreement shall incorporate by reference the rates, terms, and conditions of this Attachment between BellSouth and Intermedia.

3.3.1 Intermedia shall be the sole interface and responsible Party to BellSouth for the purpose of submitting applications for initial and additional equipment placements of Guest; for assessment of rates and charges contained within this Attachment; and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest, its employees and agents. The initial Guest application shall require the assessment of a Planning Fee, as set forth in Exhibit A. Notwithstanding the foregoing, Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and Guest and for the provisions of the services and access to unbundled network elements.

3.3.2 Intermedia and Intermedia's Guest shall maintain, throughout the term of this Agreement, the insurance coverage required under Section 8 of this Attachment and shall name BellSouth as an additional insured in all such policies as set forth in Section 8 hereof. In the event Intermedia's Guest fails to maintain such insurance as specified and/or to name BellSouth as an additional insured, Intermedia shall indemnify and hold harmless BellSouth from any and all claims, actions, and causes of action, of whatever kind or nature, arising out of the presence of Intermedia's Guest in the Collocation Space.

3.4 Adjacent Collocation. BellSouth will provide adjacent collocation arrangements ("Adjacent Arrangement") where space within the Central Office is legitimately exhausted, subject to technical feasibility, where the Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Central Office property and where permitted by zoning and other applicable state and local regulations. The Adjacent Arrangement shall be constructed or procured by Intermedia and in conformance with BellSouth's design and

construction specifications. Further, Intermedia shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the terms and conditions set forth in this Attachment. Rates shall be determined subject to the Bona Fide Request ("BFR") process (as described in Attachment 11 hereof) at the time of the request for Adjacent Collocation, provided that determination will not delay the installation or operation of the adjacent arrangement. Until such time a final rate is established through the BFR process, Intermedia will pay to BellSouth the floor space rate set forth in Exhibit A of this Attachment, subject to true-up.

3.4.1 Should Intermedia elect such option, Intermedia must arrange with a BellSouth certified contractor to construct an Adjacent Arrangement structure in accordance with BellSouth's guidelines and specifications. BellSouth will provide reasonable and non-discriminatory guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard specification, Intermedia and Intermedia's contractor must comply with applicable and enforceable local building code requirements to the same extent BellSouth complies with such requirements. Intermedia's contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. Intermedia's BellSouth Certified Vendor shall bill Intermedia directly for all work performed for Intermedia pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Vendor. Intermedia must provide the local BellSouth building contact with two cards, keys or other access device used to enter the locked enclosure. Except in cases of emergency, BellSouth shall not access Intermedia's locked enclosure prior to notifying Intermedia.

3.4.2 BellSouth maintains the right to review Intermedia's plans and specifications prior to construction of an Adjacent Arrangement(s). BellSouth may inspect the Adjacent Arrangement(s) following construction and prior to commencement, as defined in Section 4.1 following, to ensure that the design and construction comply with BellSouth's reasonable and non-discriminatory guidelines and specifications. BellSouth may require Intermedia, at Intermedia's sole cost, to correct any deviations from BellSouth's guidelines and specifications found during such inspection(s), up to and including removal of the Adjacent Arrangement, within five (5) business days of BellSouth's inspection, unless the Parties mutually agree to an alternative time frame. If the nature and gravity of the deviation requires the removal of the entire Adjacent arrangement enclosure, the Parties will mutually agree to an alternative timeframe not to exceed thirty (30) business days.

3.4.3 Intermedia shall provide a concrete pad, the structure housing the arrangement, HVAC, lighting, and all facilities that connect the structure (*i.e.* racking, conduits, etc.) to the BellSouth point of interconnection. At Intermedia's option, BellSouth shall provide an AC power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other physical collocation arrangement.

3.4.4 BellSouth shall allow Shared (Subleased) Caged Collocation within an Adjacent Arrangement pursuant to the terms and conditions set forth in Section 3.3 proceeding.

4. OCCUPANCY

4.1 Commencement Date. The "Commencement Date" shall be the day Intermedia's equipment becomes operational as described in Article 4.2, following.

4.2 Occupancy. BellSouth will notify Intermedia in writing that the Collocation Space is ready for occupancy. Intermedia must place operational telecommunications equipment in the Collocation Space and connect with BellSouth's network within one hundred eighty (180) days after receipt of such notice. Intermedia must notify BellSouth in writing that collocation equipment installation is complete and is operational with BellSouth's network. BellSouth may, at its option, not accept orders for interconnected service until receipt of such notice. If Intermedia fails to place operational telecommunications equipment in the Collocation Space within 180 calendar days and such failure continues for a period of thirty (30) days after receipt of written notice of such failure from BellSouth, then and in that event Intermedia's right to occupy the Collocation Space terminates and BellSouth shall have no further obligations to Intermedia with respect to said Collocation Space. Termination of Intermedia's rights to the Collocation Space pursuant to this paragraph shall not operate to release Intermedia from its obligation to reimburse BellSouth for all costs reasonably incurred by BellSouth in preparing the Collocation Space, but rather such obligation shall survive this Attachment. For purposes of this paragraph, Intermedia's telecommunications equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provision.

4.3 Termination. Except where otherwise agreed to by the Parties, Intermedia may terminate occupancy in a particular Collocation Space upon thirty (30) days prior written notice to BellSouth. Upon termination of such occupancy, Intermedia at its expense shall remove its equipment and other property from the Collocation Space. Intermedia shall have thirty (30) days from the termination date to complete such removal, including the removal of all equipment and facilities of Intermedia's Guests; provided, however, that Intermedia shall continue payment of monthly fees to BellSouth until such date as Intermedia has fully vacated the Collocation Space. Should Intermedia fail to vacate the Collocation Space within thirty (30) days from the termination date, BellSouth shall have the right to remove the equipment and other property of Intermedia at Intermedia's expense and with no liability for damage or injury to Intermedia's property unless caused by the gross negligence or intentional misconduct of BellSouth. Upon expiration of this Attachment, Intermedia shall surrender the Collocation Space to BellSouth in the same condition as when first occupied by the Intermedia except for ordinary wear and tear. Intermedia shall be responsible for the cost of removing any enclosure, together with all support structures (*e.g.*, racking, conduits), of an Adjacent Collocation arrangement at the termination of occupancy and restoring the grounds to their original condition.

5. USE OF COLLOCATION SPACE

5.1 Equipment Type. BellSouth permits the collocation of any type of equipment used or useful for interconnection to BellSouth's network or for access to unbundled network elements in the provision of telecommunications services. Such equipment used or useful for interconnection and access to unbundled network elements includes, but is not limited to transmission equipment including, but not limited to, optical terminating equipment and

multiplexers, and digital subscriber line access multiplexers, routers, asynchronous transfer mode multiplexers, and remote switching modules. Nothing in this Section requires BellSouth to permit collocation of equipment used solely to provide enhanced services; provided, however, that BellSouth may not place any limitations on the ability of requesting carriers to use all the features, functions, and capabilities of equipment collocated pursuant to this Section.

5.1.1 Such equipment must at a minimum meet the following BellCore (Telcordia) Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in the BellCore (Telcordia) Special Report SR-3580, Issue 1; equipment design spatial requirements per GR-63-CORE, Section 2; thermal heat dissipation per GR-063-CORE, Section 4, Criteria 77-79; acoustic noise per GR-063-CORE, Section 4, Criterion 128, and National Electric Code standards.

5.1.2 Intermedia shall not use the Collocation Space for marketing purposes nor shall it place any identifying signs or markings in the area surrounding the Collocation Space or on the grounds of the Premises.

5.1.3 Intermedia shall place a plaque or other identification affixed to Intermedia's equipment necessary to identify Intermedia's equipment, including a list of emergency contacts with telephone numbers.

5.2 Entrance Facilities. Intermedia may elect to place Intermedia-owned or Intermedia-leased fiber entrance facilities into the Collocation Space. BellSouth will designate the point of interconnection in close proximity to the Central Office building housing the Collocation Space, such as an entrance manhole or a cable vault that are physically accessible by both Parties. Intermedia will provide and place fiber cable at the point of interconnection of sufficient length to be pulled through conduit and into the splice location. Intermedia will provide and install a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced, which will extend from the splice location to the Intermedia's equipment in the Collocation Space. In the event Intermedia utilizes a non-metallic, riser-type entrance facility, a splice will not be required. Intermedia must contact BellSouth for instructions prior to placing the entrance facility cable in the manhole. Intermedia is responsible for maintenance of the entrance facilities. At Intermedia's option, BellSouth will accommodate where technically feasible a microwave entrance facility pursuant to separately negotiated terms and conditions. In the case of adjacent collocation, unless BellSouth determines that limited space is available for the entrance facilities, copper facilities may be used between the adjacent collocation arrangement and the central office termination point. Should the Parties disagree as to whether space is available for copper facilities, the dispute resolution provisions of this Agreement shall apply.

5.2.1 Dual Entrance. BellSouth will provide at least two interconnection points at each Premises where there are at least two such interconnection points available and where capacity exists. Upon receipt of a request for physical collocation under this Attachment, BellSouth shall provide Intermedia with information regarding BellSouth's capacity to accommodate dual entrance facilities. If conduit in the serving manhole(s) is available and is not reserved for another purpose for utilization within 12 months of the receipt of an application for

collocation, BellSouth will make the requested conduit space available for installing a second entrance facility to Intermedia's arrangement. At the reasonable and non-discriminatory discretion of BellSouth and after consultation and input form Intermedia, BellSouth will determine the location of the serving manhole(s). Where dual entrance is not available due to lack of capacity, BellSouth will so state in the Application Response.

5.2.2 Shared Use. Intermedia may utilize spare capacity on an existing Interconnector entrance facility for the purpose of providing an entrance facility to another Intermedia collocation arrangement within the same BellSouth Central Office. Intermedia must arrange with BellSouth for BellSouth to splice the utilized entrance facility capacity to Intermedia-provided riser cable.

5.3 Splicing in the Entrance Manhole. Although not generally permitted, should Intermedia request a splice to occur in the entrance manhole(s), BellSouth, at its sole discretion, may grant such a request, provided that BellSouth will not unreasonably withhold approval of requests to make such a splice. When the request for a splice is granted to Intermedia by BellSouth, Intermedia shall ensure its employees or agents entering and/or performing work in the entrance manhole(s) are trained and comply with BellSouth procedures and OSHA requirements regarding access to manholes and that BellSouth personnel are notified and present for all entrances and work performed in the entrance manhole(s). Manhole covers shall be properly closed and secured at the conclusion of entry and/or work. Advance notification to BellSouth shall occur at a minimum of 48 hours prior to desired entry for normal work activities and at a minimum of 2 hours prior to desired entry in an out of service condition.

5.4 Demarcation Point. BellSouth will designate the point(s) of demarcation between Intermedia's equipment and/or network and BellSouth's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. The demarcation point shall be an Intermedia-provided Point of Termination Bay (POT Bay) in a common area within the Premises. Intermedia shall be responsible for providing, and a supplier certified by BellSouth ("Intermedia's Certified Supplier") shall be responsible for installing and properly labeling, the POT Bay as well as the necessary cabling between Intermedia's collocation space and the demarcation point. Intermedia or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to Section 5.5, following, and may self-provision cross-connects that may be required within the Collocation Space to activate service requests.

5.5 Intermedia's Equipment and Facilities. Intermedia, or if required by this Attachment, Intermedia's BellSouth certified vendor, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by Intermedia. Such equipment and facilities may include but are not limited to cable(s); equipment; and point of termination connections.

5.6 Easement Space. From time to time BellSouth may require access to the Collocation Space. BellSouth retains the right to access such space for the purpose of making BellSouth equipment and building modifications (*e.g.*, running, altering or removing racking, ducts, electrical wiring, HVAC, and cables). BellSouth will give forty-eight (48) hours notice in

writing to Intermedia when access to the Collocation Space is required. Intermedia may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that Intermedia will not bear any of the expense associated with this work.

5.7 Access. Pursuant to Section 11, Intermedia shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. Intermedia agrees to provide the name, social security number, and date of birth of each employee, contractor, or agents provided with Access Keys or cards ("Access Keys") prior to the issuance of said Access Keys. Access Keys shall not be duplicated in any circumstances. Intermedia agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of Intermedia employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with Intermedia or upon the termination of this Attachment or the termination of occupancy of an individual collocation arrangement.

5.7.1 Lost or Stolen Access Keys. Intermedia shall notify BellSouth in writing within 24 hours of becoming aware in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key buildings or deactivate a card as a result of a lost Access Key(s) or for failure to return an Access Key(s), Intermedia shall pay for all reasonable costs associated with the re-keying or deactivating the card.

5.8 Interference or Impairment. Notwithstanding any other provisions of this Attachment, equipment and facilities placed in the Collocation Space shall not interfere with or impair service provided by BellSouth or by any other Interconnector located in the Central Office; shall not endanger or damage the facilities of BellSouth or of any other Interconnector, the Collocation Space, or the Central Office; shall not compromise the privacy of any communications carried in, from, or through the Central Office; and shall not create an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of Intermedia violates the provisions of this paragraph, BellSouth shall give written notice to Intermedia, which notice shall direct Intermedia to cure the violation within forty-eight (48) hours of Intermedia's actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement.

5.8.1 Except in the case of the deployment of an advanced service that significantly degrades the performance of other advanced services or traditional voice band services, if Intermedia fails to take curative action within 48 hours or if the violation is of a character that poses an immediate and substantial threat of damage to property, injury or death to any person, or any other significant degradation, interference or impairment of BellSouth's or another entity's service, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to Intermedia's equipment. BellSouth will endeavor, but is not required, to provide notice to Intermedia prior to taking such action and shall have no liability to Intermedia for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.

5.8.2 For purposes of this Section 5.8, the term "significantly degrade" shall mean an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service that significantly degrades the performance of other advanced services or traditional voice band services and Intermedia fails to take curative action within 48 hours then BellSouth will establish before the Georgia Public Service Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to Intermedia or, if subsequently necessary, the Georgia Public Service Commission, must be supported with specific and verifiable information. Where BellSouth demonstrates that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, Intermedia shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that it is acceptable for deployment pursuant to 47 C.F.R. § 51.230, the degraded service shall not prevail against the newly-deployed technology.

5.9 Personalty and its Removal. Subject to requirements of this Attachment, Intermedia may place or install in or on the Collocation Space such facilities and equipment, including storage for and spare equipment, as it deems desirable for the conduct of business; Provided that such equipment is telecommunications equipment, does not violate floor loading requirements, imposes or could impose or contains or could contain environmental conditions or hazards. Personal property, facilities and equipment placed by Intermedia in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as personalty and may be removed by Intermedia at any time. Any damage caused to the Collocation Space by Intermedia's employees, agents or representatives during the removal of such property shall be promptly repaired by Intermedia at its expense.

5.10 Alterations. In no case shall Intermedia or any person acting on behalf of Intermedia make any rearrangement, modification, improvement, addition, repair, or other alteration to the Collocation Space or the BellSouth Central Office without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any such specialized alterations shall be paid by Intermedia.

5.11 Janitorial Service. Intermedia shall be responsible for the general upkeep and cleaning of the Caged Collocation Space and shall arrange directly with a BellSouth certified contractor for janitorial services. BellSouth shall provide a list of such contractors on a site-specific basis upon request.

6. ORDERING AND PREPARATION OF COLLOCATION SPACE

6.1 Should any state or federal regulatory agency impose procedures or intervals applicable to BellSouth and/or Intermedia that are different from procedures or intervals set forth in this Section, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for that jurisdiction for all applications submitted for the first time after the effective date thereof.

6.1.1 Application for Space. Intermedia shall submit an application document when Intermedia or Intermedia's Guest(s), as defined in Section 3.3, desires to request or modify the use of the Collocation Space.

6.2 Initial Application. For Intermedia or Intermedia's Guest(s) initial equipment placement, Intermedia shall submit to BellSouth a complete and accurate Application and Inquiry document ("Bona Fide Application"). A Planning Fee will apply. The Bona Fide Application shall contain a detailed description and schematic drawing of the equipment to be placed in Intermedia's Collocation Space(s) and an estimate of the amount of square footage required.

6.2.1 Subsequent Application. In the event Intermedia or Intermedia's Guest(s) desire to modify the use of the Collocation Space, Intermedia shall complete an Application document detailing all information regarding the modification to the Collocation Space. BellSouth shall determine what modifications, if any, to the Central Office premises are required to accommodate the change requested by Intermedia in the Application. Such necessary modifications to the Central Office premises may include but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, and equipment additions. The fee paid by Intermedia for its request to modify the use of the Collocation Space shall be dependent upon the modification requested. Where the subsequent application does not require provisioning or construction work by BellSouth, no Planning Fee will be required. The fee for an application where the modification requested has limited effect (e.g., does not require capital expenditure by BellSouth) shall be the Planning Fee as set forth in Exhibit A. All other modifications shall require a Fee assessed at the applicable Planning fee rate in Exhibit A to this Attachment.

6.3 Application Response. BellSouth will provide a written response ("Application Response") within thirty (30) calendar days of receipt of a Bona Fide Application. When multiple applications are submitted within a fifteen (15) calendar day window, BellSouth will respond to the Bona Fide Applications as soon as possible, but no later than the following: within thirty (30) calendar days for Bona Fide Applications one (1) to five (5); within thirty-six (36) calendar days for Bona Fide Applications six (6) to ten (10); within forty-two (42) calendar days for Bona Fide Applications eleven (11) to fifteen (15). Response intervals for multiple Bona Fide Applications submitted within the same timeframe for the same state in excess of fifteen (15) must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation.

6.4 Application Modifications. If a modification or revision is made to any information in the Bona Fide Application for Physical Collocation or the Bona Fide Application for Adjacent Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of Intermedia or necessitated by technical considerations, said Application shall be considered a new Application and shall be handled as a new Application for purposes of the provisioning interval and BellSouth shall charge Intermedia a Planning Fee. Major changes such as requesting additional space or adding equipment may require Intermedia to submit the Application with a Planning Fee.

6.5 Bona Fide Firm Order. Intermedia shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Physical Expanded Interconnection Firm Order document ("Firm Order") to BellSouth. A Firm Order shall be considered Bona Fide when Intermedia has completed the Application/Inquiry process described in Section 6.2, preceding, and has submitted the Firm Order document indicating acceptance of the Application Response provided by BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) calendar days after BellSouth's Application Response to Intermedia's Bona Fide Application.

6.5.1 BellSouth will establish a firm order date based upon the date BellSouth is in receipt of a Bona Fide Firm Order. BellSouth will acknowledge the receipt of Intermedia's Bona Fide Firm Order within seven (7) calendar days of receipt, indicating that the Bona Fide Firm Order has been received. A BellSouth response to a Bona Fide Firm Order will include a Firm Order Confirmation containing the firm order date. No revisions will be made to a Bona Fide Firm Order.

6.5.2 BellSouth will permit one accompanied site visit to Intermedia's designated collocation arrangement location after receipt of the Bona Fide Firm Order without charge to Intermedia.

6.5.3 Space preparation for the Collocation Space will not begin until BellSouth receives the Bona Fide Firm Order.

6.5.4 Intermedia must submit to BellSouth the completed Access Control Request Form (RF-2906-A) for all employees or agents requiring access to the BellSouth Central Office a minimum of 30 calendar days prior to the date Intermedia desires access to the Collocation Space.

6.6 Construction and Provisioning Intervals. BellSouth will complete construction for collocation arrangements under Ordinary Conditions as follows: (i) for caged collocation arrangements, within a maximum of 90 calendar days from receipt of an Bona Fide Firm Order, or as agreed to by the Parties; (ii) for cageless collocation arrangements, within 30 calendar days from receipt of a Bona Fide Firm Order when there is conditioned space and Intermedia installs the bays/racks. In no event shall the provisioning interval for cageless collocation exceed 90 calendar days from the receipt of a Bona Fide Firm Order., or as agreed to by the Parties. Under extraordinary conditions, BellSouth may elect to renegotiate an alternative provisioning interval with Intermedia or seek a waiver from this interval from the Commission.

6.6.1 Joint Planning Meeting. Joint planning between BellSouth and Intermedia will commence within a maximum of twenty (20) calendar days from BellSouth's receipt of a Bona Fide Firm Order. The Parties will agree to the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Bona Fide Application and affirmed in the Bona Fide Firm Order. The Collocation Space completion time period will be provided to Intermedia during joint planning. BellSouth will complete design work related to work for which BellSouth is responsible following joint planning.

6.6.2 Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within ten calendar days of the completion of finalized construction designs and specifications.

6.6.3 Acceptance Walk Through. Intermedia and BellSouth will complete an acceptance walk through of each Collocation Space requested from BellSouth by Intermedia. BellSouth will correct any deviations to Intermedia's original or jointly amended requirements within seven (7) calendar days after the walk through, unless the Parties jointly agree upon a different time frame.

6.7 Use of Certified Vendor. Intermedia shall select a vendor that has been approved as a BellSouth Certified Vendor to perform all engineering and installation work required in the Collocation Space. In some cases, Intermedia must select separate BellSouth Certified Vendors for transmission equipment, switching equipment and power equipment. BellSouth shall provide Intermedia with a list of Certified Vendors and a list of certification requirements upon request. The Certified Vendor(s) shall be responsible for installing Intermedia's equipment and components, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and Intermedia upon successful completion of installation. The Certified Vendor shall bill Intermedia directly for all work performed for Intermedia pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Vendor. BellSouth shall consider certifying Intermedia or any vendor proposed by Intermedia, and shall not unreasonably withhold certification.

6.8 Alarm and Monitoring. BellSouth shall place environmental alarms in the Premises for the protection of BellSouth equipment and facilities. Intermedia shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service Intermedia's Collocation Space. Upon request, BellSouth will provide Intermedia with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by Intermedia. Both Parties shall use best efforts to notify the other of any verified environmental hazard known to that Party. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified as Exhibit B attached hereto.

6.9 Basic Telephone Service. Upon request of Intermedia, BellSouth will provide basic telephone service to the Collocation Space under the rates, terms and conditions of the current tariff offering for the service requested.

6.10 Virtual to Physical Collocation Conversion. Intermedia may convert any of its virtual collocation arrangements to physical collocation arrangements in place in BellSouth Premises where physical Collocation Space is available, subject to the following terms and conditions: (i) there is no change in the amount of equipment or the configuration of the equipment that was in the virtual collocation arrangement; (ii) that the conversion of the virtual collocation arrangement would not cause the equipment or the results of that conversion to be located in the space that BellSouth has reserved for its own future needs; (iii) that due to the location of the virtual collocation arrangement the converted arrangement does not limit BellSouth's ability to secure its own equipment and facilities; (iv) that any changes to the

arrangement can be accommodated by existing power, HVAC, and other requirements; and (v) that under normal circumstances the conversion be handled by BellSouth within 30 calendar days. For conversions from virtual collocation arrangements to physical collocation arrangements that do not require relocation, Intermedia shall pay the appropriate fees in Exhibit A to this Attachment.

6.10.1 Virtual to Physical Collocation Relocation. In the event physical collocation space was previously denied at a location due to technical reasons or space limitations, and physical collocation space has subsequently become available, Intermedia may relocate its virtual collocation arrangements to physical collocation arrangements and pay the appropriate fees for physical collocation and for the rearrangement or reconfiguration of services terminated in the virtual collocation arrangement, as outlined in the appropriate BellSouth tariffs. In the event that BellSouth knows when additional space for physical collocation may become available at the location requested by Intermedia, such information will be provided to Intermedia in BellSouth's written denial of physical collocation. To the extent that (i) physical Collocation Space becomes available to Intermedia within 180 calendar days of BellSouth's written denial of Intermedia's request for physical collocation, (ii) BellSouth had knowledge that the space was going to become available, and (iii) Intermedia was not informed in the written denial that physical Collocation Space would become available within such 180 calendar days, then Intermedia may relocate its virtual collocation arrangement to a physical collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual collocation. Intermedia must arrange with a BellSouth Certified Supplier for the relocation of equipment from its virtual Collocation Space to its physical Collocation Space and will bear the cost of such relocation.

6.10.2 With the exception of in-place virtual collocation conversions specified in Section 6.10, which shall be provisioned within 30 calendar days, BellSouth shall in ordinary circumstances complete its conversion of virtual collocation arrangements to physical collocation arrangements within the intervals specified in Section 6.6.

6.11 Cancellation. If, at anytime, Intermedia cancels its order for the Collocation Space(s), Intermedia will reimburse BellSouth for any expenses incurred up to the date that written notice of the cancellation is received. In no event will the level of reimbursement under this paragraph exceed the maximum amount Intermedia would have otherwise paid for work undertaken by BellSouth if no cancellation of the order had occurred.

6.12 Licenses. Intermedia, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to occupy the Collocation Space.

7. RATES AND CHARGES

7.1 BellSouth shall assess a Planning Fee via a service order which shall be issued at the time BellSouth responds that space is available pursuant to section 2.1. Payment of said Planning Fee will be due as dictated by Intermedia's current billing cycle and is non-refundable.

7.2 Cross Connect Rates – Cross connect rates shall be as set forth in Attachment A.

7.3 Power. BellSouth shall make available –48 Volt (-48V) DC power to Intermedia's Collocation Space.

7.3.1 Recurring charges for -48V DC power consumption will be assessed per ampere per month based upon the engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and common cable rack to Intermedia's equipment or space enclosure Intermedia shall contract with a Certified Vendor who will be responsible for the following: dedicated power cable support structure within Intermedia's arrangement and terminations of Intermedia cable within the collocation space.

7.3.2 Upon space acceptance, at Intermedia's expense a DC Power Panel or frame shall be placed in the Collocation Space for termination of the BellSouth power cable feeds and the parties shall coordinate in facilitating the termination of the power cable feeds. Intermedia shall provide BellSouth's Certified Vendor unrestricted access to the collocation space for the purpose of terminating the BellSouth power cable feeds.

7.3.3 Charges for AC power will be assessed per breaker ampere per month based upon the certified vendor engineered and installed power feed fused ampere capacity. Rates include the provision of commercial and standby AC power. When obtaining power from a BellSouth Service Panel, fuses and power cables must be engineered (sized), and installed by Intermedia's certified vendor. Intermedia's certified vendor must also provide a copy of the engineering power specification prior to the Commencement Date. Charges for AC power shall be assessed pursuant to the rates specified in Exhibit A. AC power voltage and phase ratings shall be determined on a per location basis.

7.3.4 If BellSouth has not previously invested in power plant capacity for collocation at a specific site, Intermedia has the option to add its own dedicated power plant; provided, however, that such work shall be performed by a BellSouth Certified Supplier that shall comply with BellSouth's guidelines and specifications. Where the addition of Intermedia's dedicated power plant results in construction of a new power plant room, upon termination of Intermedia's right to occupy collocation space at such site, Intermedia shall have the right to remove its equipment from the power plant room, but shall otherwise leave the room intact.

7.3.5 If Intermedia elects to install its own DC Power Plant, BellSouth shall provide AC power to feed Intermedia's DC Power Plant. Charges for AC power will be assessed per breaker ampere per month. Rates include the provision of commercial and standby AC power. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized), and installed by Intermedia's BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. Intermedia's BellSouth Certified Vendor must also provide a copy of the engineering power specification prior to the Commencement Date. Charges for AC power shall be assessed pursuant to the rates specified in Exhibit A. AC power voltage and phase ratings shall be determined on a per location basis. At Intermedia's option, Intermedia may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.

7.4 Security Escort. A security escort will be required whenever Intermedia or its approved agent desires access to the entrance manhole or must have access to the Premises after the one accompanied site visit allowed pursuant to subsection 6.5.2 and prior to completing BellSouth's Security Training requirements and/or prior to Space Acceptance. Rates for a security escort are assessed in one-half (1/2) hour increments according to the schedule appended hereto as Exhibit A.

7.5 Other. 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. Payment of all other charges under this Attachment shall be due thirty (30) days after receipt of the bill (payment due date). Intermedia will pay a late payment charge of one and one-half percent (1-1/2%) assessed monthly on any balance that remains unpaid after the payment due date.

8. INSURANCE

8.1 Intermedia shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section 8 and underwritten by insurance companies licensed to do business in the states applicable under this Attachment and having a BEST Insurance Rating of B ++ X (B ++ ten).

8.2 Intermedia shall maintain the following specific coverage:

8.2.1 Commercial General Liability coverage in the amount of ten million dollars ($10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars ($10,000,000.00). BellSouth shall be named as an ADDITIONAL INSURED on ALL applicable policies as specified herein.

8.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars ($100,000.00) each accident, one hundred thousand dollars ($100,000.00) each employee by disease, and five hundred thousand dollars ($500,000.00) policy limit by disease.

8.2.3 Intermedia may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.

8.3 All policies purchased by Intermedia shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Premises and shall remain in effect for the term of this Attachment or until all Intermedia's property has been removed from BellSouth's Premises, whichever period is longer. If Intermedia fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from Intermedia.

8.4 Intermedia shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) days prior to the commencement of any work in

the Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. Intermedia shall arrange for BellSouth to receive thirty (30) days advance notice of cancellation from Intermedia's insurance company. Intermedia shall forward a certificate of insurance and notice of cancellation to BellSouth at the following address:

BellSouth Telecommunications, Inc.
Attn.: Risk Management Coordinator
17H53 BellSouth Center
675 W. Peachtree Street
Atlanta, Georgia 30375

8.5 Intermedia must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.

8.6 If Intermedia's net worth exceeds five hundred million dollars ($500,000,000), Intermedia may elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 8.2.1 and 8.2.3. Intermedia shall provide audited financial statements to BellSouth thirty (30) days prior to the commencement of any work in the Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to Intermedia in the event that self-insurance status is not granted to Intermedia. If BellSouth approves Intermedia for self-insurance, Intermedia shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of Intermedia's corporate officers. The ability to self-insure shall continue so long as the Intermedia meets all of the requirements of this Section. If the Intermedia subsequently no longer satisfies this Section, Intermedia is required to purchase insurance as indicated by Sections 8.2.1 and 8.2.2.

9. MECHANICS LIENS

9.1 If any mechanics lien or other liens shall be filed against property of either Party, or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other Party or by reason of any changes, or additions to said property made at the request or under the direction of the other Party, the other Party directing or requesting those changes shall, within thirty (30) days after receipt of written notice from the Party against whose property said lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. The Party causing said lien to be placed against the property of the other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding that may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.

10. INSPECTIONS

10.1 BellSouth shall conduct an inspection of Intermedia's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between Intermedia's equipment and equipment of BellSouth. BellSouth may conduct an inspection if Intermedia adds equipment and

may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide Intermedia with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance written notice of all such inspections. All costs of such inspection shall be borne by BellSouth.

11. SECURITY AND SAFETY REQUIREMENTS

11.1 The security and safety requirements set forth in this Section are no more stringent than the security requirements BellSouth maintains at its own premises either for their own employees or for authorized contractors. Only BellSouth employees, BellSouth Certified Contractors and authorized employees, authorized Guests, pursuant to Section 3.3, preceding, or authorized agents of Intermedia will be permitted in the BellSouth Premises. Intermedia shall provide its employees and agents with picture identification that must be worn and visible at all times while in the Collocation Space or other areas in or around the Premises. The photo Identification card shall bear, at a minimum, the employee's name and photo, and the Intermedia name. BellSouth reserves the right to remove from its premises any employee of Intermedia not possessing identification issued by Intermedia. Intermedia shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises. Intermedia shall be solely responsible for ensuring that any Guest of Intermedia is in compliance with all subsections of this Section 11.

11.1.1 Intermedia will be required, at its own expense, to conduct a statewide investigation of criminal history records for each Intermedia employee being considered for work on the BellSouth Premises, for the states/counties where the Intermedia employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable. This requirement will not apply if Intermedia has performed a pre-employment statewide investigation of criminal history records, or where state law does not permit an investigation of the applicable counties for the Intermedia employee seeking access, for the states/counties where the Intermedia employee has worked and lived for the past five years.

11.1.2 Intermedia will be required to administer to their personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth.

11.1.3 Intermedia shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. Intermedia shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse building access to any Intermedia personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that Intermedia chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, Intermedia may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).

11.1.4 Intermedia shall not knowingly assign to the BellSouth Premises any individual who was a former employee of BellSouth and whose employment with BellSouth was terminated for a criminal offense.

11.1.5 Intermedia shall not knowingly assign to the BellSouth Premises any individual who was a former contractor of BellSouth and whose access to a BellSouth Premises was revoked due to commission of a criminal offense.

11.1.6 For each Intermedia employee requiring access to a BellSouth Premises pursuant to this Agreement, Intermedia shall furnish BellSouth, prior to an employee gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions (other than traffic violations), Intermedia will disclose the nature of the convictions to BellSouth at that time. In the alternative, Intermedia may certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.

11.1.7 At BellSouth's request, Intermedia shall promptly remove from the BellSouth's Premises any employee of Intermedia BellSouth does not wish to grant access to its Premises pursuant to any investigation conducted by BellSouth.

11.2 Notification to BellSouth. BellSouth reserves the right to interview Intermedia's employees, agents, or contractors in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another CLEC's property or personnel, provided that BellSouth shall provide reasonable advance written notice to Intermedia's Security contact of such interview. Intermedia and its contractors shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving Intermedia's employees, agents, or contractors. Additionally, BellSouth reserves the right to bill Intermedia for all reasonable costs associated with investigations involving its employees, agents, or contractors if it is established and mutually agreed in good faith that Intermedia's employees, agents, or contractors are responsible for the alleged wrongful act. BellSouth shall bill Intermedia for BellSouth property that is stolen or damaged where an investigation determines the culpability of Intermedia's employees, agents, or contractors and where Intermedia agrees, in good faith, with the results of such investigation. Intermedia shall notify BellSouth in writing immediately in the event that the CLEC discovers one of its employees already working on the BellSouth Premises is a possible security risk. Upon request of the other Party, the Party that is the employer shall discipline consistent with its employment practices, up to and including removal from the BellSouth Premises, any employee found to have violated the security and safety requirements of this Section. With the exception of damages caused by BellSouth's gross negligence or willful misconduct, Intermedia shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth Premises.

11.3 Use of Supplies. Unauthorized use of telecommunications equipment or supplies by either Party, whether or not used routinely to provide telephone service (*e.g.* plug-in cards,)

will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party as may be all associated investigative costs.

11.4 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.

11.5 Accountability. Full compliance with the Security requirements of this Section shall in no way limit the accountability of any either Party for the improper actions of its employees.

12. DESTRUCTION OF COLLOCATION SPACE

12.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for Intermedia's permitted use hereunder, then either Party may elect within ten (10) days after such damage, to terminate its occupancy of the damaged Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for Intermedia's permitted use, or is damaged and the option to terminate is not exercised by either Party, BellSouth covenants and agrees to proceed promptly without expense to Intermedia, except for improvements not the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. Intermedia may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that a BellSouth Certified Contractor is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Vendor. If Intermedia's acceleration of the project increases the cost of the project, then those additional charges will be incurred by Intermedia. Where allowed and where practical, Intermedia may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, Intermedia shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for Intermedia's permitted use, until such Collocation Space is fully repaired and restored and Intermedia's equipment installed therein (but in no event later than thirty (30) days after the Collocation Space is fully repaired and restored). Where Intermedia has placed an Adjacent Arrangement pursuant to Section 3.4, Intermedia shall have the sole responsibility to repair or replace said Adjacent Arrangement provided herein. Pursuant to this Section, BellSouth will restore the associated services to the Adjacent Arrangement.

13. EMINENT DOMAIN

13.1 If the whole of a Collocation Space or Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate as of the day possession shall be taken by such public authority and rent and other charges for the Collocation Space or Adjacent Arrangement shall be paid up to that day with proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Collocation Space or Adjacent Arrangement shall be taken under eminent domain, BellSouth and Intermedia shall each have the right to terminate this Attachment and declare the same null and void, by written notice of such intention to the other Party within ten (10) days after such taking.

14. NONEXCLUSIVITY

14.1 Intermedia understands that this Attachment is not exclusive and that BellSouth may enter into similar agreements with other Parties. Assignment of space pursuant to all such agreements shall be determined by space availability and made on a first come, first served basis.

EXHIBIT A: BELLSOUTH/INTERMEDIA RATES – TENNESSEE
PHYSICAL COLLOCATION
***Rates are interim and are subject to true-up.**

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
	Planning Fee	Per request	$16.16	$2903.66
	Application Fee-Virtual to Physical Collocation Conversion. *	Per Request	NA	$1000.00
	Land & Building	Per 100 sq.ft.	$594.04	
	Land & Building	Per sq.ft.	$5.94	
	Space Enclosure			
	Cage Preparation	Per 100 sq.ft.Cage	$110.97	NA
	Cage Preparation	Per add'l 50 sq. ft.	$55.49	NA
	Entrance Fiber Structure Chg	Per cable	$.0156	
	Cable Rack	Per entrance cable	$21.47	NA
	Power Delivery -48V DC			
	Grounding		$4.32	
	40 Amp	Per 40 amp		$142.40
	100 Amp	Per 100 amp		$185.72
	200 Amp	Per 200 amp		$242.05
	Power Consumption			
	DC Plant	Per breaker Amp	$3.55	
	AC Usage	Per breaker Amp	$2.03	-
PE1FB	120V AC Power single phase*	Per breaker amp	$5.60	-
PE1FD	240V AC Power single phase*	Per breaker amp	$11.22	-
PE1FE	120V AC Power three phase*	Per breaker amp	$16.82	-
PE1FG	277 AC Power three phase*	Per breaker amp	$38.84	-
	Cross Connects			
	Voice Grade Connects			
	Connection to MDF	Per 100 Circuits	$4.75	$769.08
	Connection to MDF	Per Circuit	$.0475	$7.69

	DS-1 Cross Connects			
	Connection to DCS	Per 28 Circuits	$215.12	$1166.31
	Connection to DCS	Per Circuit	$7.68	$41.65
	Connection to DSX	Per 28 Circuits	$10.63	$1166.31
	Connection to DSX	Per Circuit	.38	$41.65
	DS-3 Cross Connects			
	Connection to DSX	Per Circuit	$9.32	$298.03
	Connection to DCS	Per Circuit	$53.96	$298.03
PE1F2	2-fiber*		$3.82	$52.37/$38.89
PE1F4	4-fiber*		$6.79	$65.03/$51.55
	POT Bay Rates	Per Cross Connect		
	2-Wire Cross-Connect		$0.40	
	4-Wire Cross-Connect		$1.20	
	DS1 Cross-Connect		$1.20	
	DS3 Cross-Connect		$8.00	
	2 Fiber Cross-Connect			$38.79
	4 Fiber Cross-Connect			$52.31
	Frame Cross Connects			
	Cross Connects	Per cross connect		First/Add'l
	2-wire		$0.033	$33.82/$31.92
	4-wire		$0.066	$33.94/$31.95
	DS-1		$1.51	$53.27/$40.16
	DS-3		$19.26	$52.37/$38.89
	2-fiber		$3.82	$52.37/$38.89
	4-fiber		$6.79	$65.03/$51.55
	Security Access Cards	Per 5 cards		$76.10
PE1AK	Initial Key*	Per key	NA	$26.24
PE1AL	Replace lost or stolen key*	Per key	NA	$26.24
PE1SR	Space Availability Report*	Per premises requested		$550.00
	POT Bay Arrangements	Per cross-connect		
	Prior to 6/1/99			
PE1PE	2-Wire Cross-Connect		$0.40	NA
PE1PF	4-Wire Cross-Connect		$1.20	NA
PE1PG	DS1 Cross-Connect		$1.20	NA
PE1PH	DS3 Cross-Connect		$8.00	NA
PE1B2	2 Fiber Cross-Connect*		$38.79	NA
PE1B4	4 Fiber Cross-Connect*		$52.31	NA

	Security Escort	Per half hr./Add'l half hr.		
PE1BT	Basic Time		NA	$33.91/$21.49
PE1OT	Overtime		NA	$44.17/$27.76
PE1PT	Premium Time		NA	$54.42/$34.02

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

EXHIBIT B

ENVIRONMENTAL AND SAFETY PRINCIPLES

The following principles provide basic guidance on environmental and safety issues when applying for and establishing Physical Collocation arrangements.

1. GENERAL PRINCIPLES

1.1 Compliance with Applicable Law. BellSouth and Intermedia agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC ("Applicable Laws"). Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this agreement.

1.2 Notice. BellSouth and Intermedia shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. Each Party is required to provide specific notice for known potential Imminent Danger conditions. Intermedia should contact 1-800-743-6737 for BellSouth MSDS sheets.

1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for Intermedia to follow when working at a BellSouth Premises (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and contractors of BellSouth for environmental protection. Intermedia will require its contractors, agents and others accessing the BellSouth Premises to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by CLEC when operating in the BellSouth Premises.

1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the Intermedia space with proper notification. BellSouth reserves the right to stop any Intermedia work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Facility.

1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the BellSouth Premises by Intermedia are owned by Intermedia. Intermedia will indemnify BellSouth for claims, lawsuits or damages to persons or property caused by these materials. Without prior written BellSouth approval, no substantial new safety

or environmental hazards can be created by Intermedia or different hazardous materials used by Intermedia at BellSouth Facility. Intermedia must demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Facility.

1.6 Spills and Releases. When contamination is discovered at a BellSouth Premises, the Party discovering the condition must notify BellSouth. All Spills or Releases of regulated materials will immediately be reported by Intermedia to BellSouth.

1.7 Coordinated Environmental Plans and Permits. BellSouth and Intermedia will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, BellSouth and Intermedia will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, Intermedia must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and/or selection of BST disposition vendors and disposal sites.

1.8 Environmental and Safety Indemnification. BellSouth and Intermedia shall indemnify, defend and hold harmless the other Party from and against any claims (including, without limitation, third-Party claims for personal injury or death or real or personal property damage), judgments, damages, (including direct and indirect damages, and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying Party, its agents, contractors, or employees concerning its operations at the Facility.

2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

When performing functions that fall under the following Environmental categories on BellSouth's Premises, Intermedia agrees to comply with the applicable sections of the current issue of BellSouth's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. Intermedia further agrees to cooperate with BellSouth to ensure that Intermedia's employees, agents, and/or subcontractors are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps that apply to the specific Environmental function being performed by Intermedia, its employees, agents and/or subcontractors.

The most current version of reference documentation must be requested from BellSouth.

2. **Categories for Consideration of Environmental Issues (cont.)**

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	Pollution liability insurance EVET approval of contractor	Std T&C 450 GU-BTEN-001BT, Chapter 4 Std T&C 660-3 GU-BTEN-001BT, Chapter 10
Emergency response	Hazmat/waste release/spill fire safety emergency	GU-BTEN-001BT, Chapter Building Emergency Operations Plan (EOP) (specific to Premises)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	Performance of services in accordance with BST's environmental M&Ps Insurance	Std T&C 450 Std T&C 450-B (Contact E/S or your DEC/LDEC for copy of appropriate E/S M&Ps.) Std T&C 660
Transportation of hazardous material	Pollution liability insurance EVET approval of contractor	Std T&C 450 GU-BTEN-001BT, Chapter 4 Std T&C 660-3 GU-BTEN-001BT, Chapter 10

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION

Maintenance/operations work that may produce a waste Other maintenance work	Protection of BST employees and equipment	Std T&C 450 GU-BTEN-001BT, Chapter 10 29CFR 1910.147 29CFR 1910 Subpart O
Janitorial services	All waste removal and disposal must conform to all applicable federal, state and local regulations All HazMat & Waste Asbestos notification protection of BST employees and equipment	P&SM Manager – Procurement GU-BTEN-001BT, Chapter 4, GU-BTEN-001BT, Chapter 3 BSP 010-170-001BS (Hazcom)
Manhole cleaning	Pollution liability insurance Manhole entry requirements EVET approval of contractor	Std T&C 450 Std T&C 660-3 BSP 620-145-011PR Issue A, August 1996 GU-BTEN-001BT, Chapter 10 RL9706008BT
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	GU-BTEN-001BT, Chapter 3

3. DEFINITIONS

Generator. Under RCRA, the person whose act produces a Hazardous Waste, as defined in 40 CFR 261, or whose act first causes a Hazardous Waste to become subject to regulation. The Generator is legally responsible for the proper management and disposal of Hazardous Wastes in accordance with regulations.

Hazardous Chemical. As defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 CFR 1910.1200), any chemical that is a health hazard or physical hazard.

Hazardous Waste. As defined in Section 1004 of RCRA.

Imminent Danger. Any conditions or practices at a facility that are such that a danger exists that could reasonably be expected to cause immediate death or serious harm to people or immediate significant damage to the environment or natural resources.

Spill or Release. As defined in Section 101 of CERCLA.

4. ACRONYMS

DEC/LDEC - Department Environmental Coordinator/Local Department Environmental Coordinator

GU-BTEN-001BT - BellSouth Environmental Methods and Procedures

EVET - Environmental Vendor Evaluation Team

P&SM - Property & Services Management

Std. T&C - Standard Terms & Conditions

NESC - National Electrical Safety Codes

Attachment 5

Access to Numbers and Number Portability

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ACCESS TO NUMBERS and NUMBER PORTABILITY

1. Non-Discriminatory Access to Telephone Numbers

During the term of this Agreement, Intermedia shall contact Lockheed Martin for the assignment of numbering resources. In order to be assigned a Central Office Code, Intermedia will be required to complete the Central Office Code (NXX) Assignment Request and Confirmation Form (Code Request Form) in accordance with Industry Numbering Committee's Central Office Code (NXX) Assignment Guidelines (INC 95-0407-008).

1.1 For the purposes of the resale of BellSouth's telecommunications services by Intermedia, BellSouth will provide Intermedia with on line access to telephone numbers for reservation on a first come first served basis. Such reservations of telephone numbers, on a pre-ordering basis shall be for a period of nine (9) days. Intermedia acknowledges that there may be instances where there is a shortage of telephone numbers in a particular CLLIC and in such instances BellSouth may request that Intermedia cancel its reservations of numbers. Intermedia shall comply with such request.

Further, upon Intermedia request and for the purposes of the resale of BellSouth's telecommunications services by Intermedia, BellSouth will reserve up to 100 telephone numbers per Common Language Location Identifier Code (CLLIC), for Intermedia's sole use. Such telephone number reservations shall be transmitted to Intermedia via electronic file transfer. Such reservations shall be valid for ninety (90) days from the reservation date. Intermedia acknowledges that there may be instances where there is a shortage of telephone numbers in a particular CLLIC and in such instances BellSouth shall use its best efforts to reserve for a ninety (90) day period a sufficient quantity for Intermedia's reasonable need in that particular CLLIC.

2. Local Number Portability

Both Parties will implement permanent number portability as developed and approved by the Commission, the FCC and industry fora. Consistent with the requirements to move to Permanent Number Portability, Interim Service Provider Number Portability may be available only until such permanent solution is implemented in an end office.

3. Service Provider Number Portability

3.1 Definition. Until the industry-wide permanent solution is implemented in an end office, BellSouth shall provide Service Provider Number Portability ("SPNP"). SPNP is an interim service arrangement whereby an end user who switches subscription of his local exchange service from BellSouth to a CLEC, or vice versa, is permitted to retain the use of his existing assigned telephone number, provided that the end user remains at the same location for his local exchange service or changes locations and service providers but stays within the same serving wire center of his existing number.

3.2 Methods of Providing Number Portability. SPNP is available through either remote call forwarding or direct inward dialing trunks, at the election of Intermedia. Remote call forwarding (SPNP-RCF) is an existing switch-based BellSouth service that redirects calls within the telephone network. Direct inward dialing trunks (SPNP-DID) allow calls to be routed over a dedicated facility to the Intermedia switch that serves the subscriber. SPNP-DID Service requires ordering consecutive telephone numbers in blocks of twenty. To order non-consecutive telephone numbers or telephone numbers in less than blocks of twenty, the NBR process must be used. SS7 Signaling is required for the provision of either of these services.

3.3 Signaling Requirements. SS7 Signaling is required for the provision of SPNP services. SPNP-DID is available from BellSouth on a per DS0, DS1, or DS3 basis. Where SPNP-DID is technically feasible and is provided on a DS1 or a DS3 basis, the applicable channelization rates are those specified in Section E6 in BellSouth's Intrastate Access Tariffs, incorporated herein by this reference. SPNP is available only for basic local exchange service.

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

4. SPNP Implementation

Interim SPNP is available through remote call forwarding and direct inward dialing, under the following terms:

4.1 SPNP is available only where a CLEC or BellSouth is currently providing, or will begin providing concurrent with provision of SPNP, basic local exchange service

to the affected end user. SPNP for a particular telephone number is available only from the central office originally providing local exchange service to the end user. SPNP for a particular assigned telephone number will be disconnected when any end user, Commission, BellSouth, or CLEC initiated activity (*e.g.*, a change in exchange boundaries) would normally result in a telephone number change had the end user retained his initial local exchange service.

4.2 SPNP-RCF, as contemplated by this Agreement, is a telecommunications service whereby a call dialed to an SPNP-RCF equipped telephone number is automatically forwarded to an assigned seven- or ten- digit telephone number within the local calling area as defined in BellSouth's General Subscriber Services Tariff. The forwarded-to number shall be specified by the CLEC or BellSouth, as appropriate. The forwarding company will provide identification of the originating telephone number, via SS7 signaling, to the receiving Party. Identification of the originating telephone number to the SPNP-RCF end user cannot be guaranteed, however. SPNP-RCF provides a single call path for the forwarding of no more than one simultaneous call to the receiving Party's specified forwarded-to number.

4.3 SPNP-DID service, as contemplated by this Statement, provides trunk side access to end office switches for direct inward dialing to the other company's premises equipment from the telecommunications network to lines associated with the other company's switching equipment and must be provided on all trunks in a group arranged for inward service. A SPNP-DID trunk termination charge, provided with SS7 Signaling only, applies for each trunk voice grade equivalent. In addition, direct facilities are required from the end office where a ported number resides to the end office serving the ported end user customer. The rates for a local channel and dedicated transport apply as set forth in this Attachment 2 of is Agreement. Transport mileage will be calculated as the airline distance between the end office where the number is ported and the Point of Interface ("POI") using the V&H coordinate method. SPNP-DID must be established with a minimum configuration of two channels and one unassigned telephone number per switch, per arrangement for control purposes. Transport facilities arranged for SPNP-DID may not be mixed with any other type of trunk group, with no outgoing calls placed over said facilities. SPNP-DID will be provided only where such facilities are available and where the switching equipment of the ordering company is properly equipped. Where SPNP-DID service is required from more than one wire center or from separate trunk groups within the same wire center, such service provided from each wire center or each trunk group within the same wire center shall be considered a separate service. Only customer-dialed sent-paid calls will be completed to the first number of a SPNP-DID number group; however, there are no restrictions on calls completed to other numbers of a SPNP-DID number group. Interface group arrangements provided for terminating the switched transport at the Party's terminal location are as set forth in of BellSouth's Intrastate Access Services Tariff, § E6.1.3.A as amended from time to time.

4.4 The calling Party shall be responsible for payment of the applicable charges for sent-paid calls to the SPNP number. For collect, third-Party, or other operator-assisted non-sent paid calls to the ported telephone number, BellSouth or the CLEC shall be responsible for the payment of charges under the same terms and conditions for which the end user would have been liable for those charges. Either company may request that the other block collect and third company non-sent paid calls to the SPNP-assigned telephone number. If a company does not request blocking, the other company will provide itemized local usage data for the billing of non-sent paid calls on the monthly bill of usage charges provided at the individual end user account level. The detail will include itemization of all billable usage. Each company shall have the option of receiving this usage data on a daily basis via a data file transfer arrangement. This arrangement will utilize the existing industry uniform standard, known as EMR standards, for exchange of billing data. Files of usage data will be created daily for the optional service. Usage originated and recorded in the sending BellSouth RAO will be provided in unrated or rated format, depending on processing system. CLEC usage originated elsewhere and delivered via CMDS to the sending BellSouth RAO shall be provided in rated format.

4.5 Each company shall be responsible for obtaining authorization from the end user for the handling of the disconnection of the end user's service, the provision of new local service and the provision of SPNP services. Each company shall be responsible for coordinating the provision of service with the other to assure that its switch is capable of accepting SPNP ported traffic. Each company shall be responsible for providing equipment and facilities that are compatible with the other's service parameters, interfaces, equipment and facilities and shall be required to provide sufficient terminating facilities and services at the terminating end of an SPNP call to adequately handle all traffic to that location and shall be solely responsible to ensure that its facilities, equipment and services do not interfere with or impair any facility, equipment, or service of the other company or any of its end users. In the event that either company determines in its reasonable judgment that the other company will likely impair or is impairing, or interfering with any equipment, facility or service or any of its end users, that company may either refuse to provide SPNP service or may terminate SPNP service to the other Party after providing appropriate notice.

4.6 Each company shall be responsible for providing an appropriate intercept announcement service for any telephone numbers subscribed to SPNP services for which it is not presently providing local exchange service or terminating to an end user. Where either company chooses to disconnect or terminate any SPNP service, that company shall be responsible for designating the preferred standard type of announcement to be provided.

4.7 Each company shall be the other company's single point of contact for all repair calls on behalf of each company's end user. Each company reserves the right to

contact the other company's customers if deemed necessary for maintenance purposes.

4.8 Neither company shall be responsible for adverse effects on any service, facility or equipment from the use of SPNP services. End-to-end transmission characteristics may vary depending on the distance and routing necessary to complete calls over SPNP facilities and the fact that another carrier is involved in the provisioning of service. Therefore, end-to-end transmission characteristics cannot be specified by either company for such calls. Neither company shall be responsible to the other if any necessary change in protection criteria or in any of the facilities, operation, or procedures of either renders any facilities provided by the other company obsolete or renders necessary modification of the other company's equipment.

4.9 For terminating IXC traffic ported to either company which requires use of either company's tandem switching, the tandem provider will bill the IXC tandem switching, the interconnection charge, and a portion of the transport, and the other company will bill the IXC local switching, the carrier common line and a portion of the transport. If the tandem provider is unable to provide the necessary access records to permit the other company to bill the IXC directly for terminating access to ported numbers, then the tandem provider will bill the IXC full terminating switched access charges at the tandem provider's rate and will compensate the other company at the tandem company's tariff rates via a process used by BellSouth to estimate the amount of ported switched access revenues due the other company. If an intraLATA toll call is delivered, the delivering company will pay terminating access rates to the other company. This subsection does not apply in cases where SPNP-DID is utilized for number portability.

5. Rates

Rates for service provider number portability are set out in Exhibit A to this Attachment. If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

6. Transition to Permanent Number Portability

Once a long-term database method of providing Local Number Portability (LNP) is implemented in an end office pursuant to Federal Communications Commission or State commission orders, rules or regulations, with advance written notice, both Parties must withdraw its Interim Number Portability (INP) offerings. The transition from existing INP arrangements to LNP shall occur within one hundred

twenty (120) days from the date LNP is implemented in the end office serving the telephone number. Neither Party shall charge the other Party for conversion from INP to LNP. The Parties shall comply with any INP/LNP transition processes established by the FCC and State commissions and appropriate industry number portability work groups.

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

7. True-up

This section applies only to Tennessee.

The interim prices for Network Elements and Other Services and Local Interconnection shall be subject to true-up according to the following procedures:

7.1. The interim prices shall be trued-up, either up or down, based on final prices determined either by further agreement between the Parties, or by a final order (including any appeals) of the Commission which final order meets the criteria of (3) below. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with interim prices for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the true-up can be based, and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such true-up, the Parties agree that the body having jurisdiction over the matter shall be called upon to resolve such differences, or the Parties may mutually agree to submit the matter to the Dispute Resolution process in accordance with the provisions in the General Terms and Conditions and Attachment 1 of this Agreement.

7.2. The Parties may continue to negotiate toward final prices, but in the event that no such agreement is reached within nine (9) months, either Party may petition the Commission to resolve such disputes and to determine final prices for each item. Alternatively, upon mutual agreement, the Parties may submit the matter to the Dispute Resolution Process set forth in the General Terms and Conditions and Attachment 1 of the Agreement, so long as they file the resulting Agreement with the Commission as a "negotiated Agreement" under Section 252(e) of the Act.

7.3. A final order of this Commission that forms the basis of a true-up shall be the final order as to prices based on appropriate cost studies, or potentially may be a

final order in any other Commission proceeding which meets the following criteria:

(a) BellSouth and CLEC is entitled to be a full Party to the proceeding;

(b) It shall apply the provisions of the federal Telecommunications Act of 1996, including but not limited to Section 252(d)(1) (which contains pricing standards) and all then-effective implementing rules and regulations; and,

(c) It shall include as an issue the geographic deaveraging of network element prices, which deaveraged prices, if any are required by said final order, shall form the basis of any true-up.

8. Operational Support System (OSS) Rates

BellSouth has developed and made available the following mechanized systems by which Intermedia may submit LSRs electronically.

LENS	Local Exchange Navigation System
EDI	Electronic Data Interface
EDI-PC	Electronic Data Interface – Personal Computer
TAG	Telecommunications Access Gateway

LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic ordering charge as specified in the table below. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (mail, fax, courier, etc.) will incur a manual order charge as specified in the table below:

OPERATIONAL SUPPORT SYSTEMS	AL, GA, LA, MS, NC, SC	FL, KY, TN
OSS LSR charge, per LSR received from the CLEC by one of the OSS interactive interfaces	$3.50 SOMEC	$3.50 SOMEC
Incremental charge per LSR received from the CLEC by means other than one of the OSS interactive interfaces	See applicable rate element	$19.99 SOMAN

Note: In addition to the OSS charges, applicable discounted service order and related discounted charges apply per the tariff.

Denial/Restoral OSS Charge

In the event Intermedia provides a list of customers to be denied and restored, rather than an LSR, each location on the list will require a separate PON and, therefore will be billed as one LSR per location.

Cancellation OSS Charge

Intermedia will incur an OSS charge for an accepted LSR that is later canceled by Intermedia.

Note: Supplements or clarifications to a previously billed LSR will not incur another OSS charge.

Network Elements and Other Services Manual Additive

The Commissions in Alabama, Georgia, Louisiana, Mississippi and South Carolina have ordered incremental manual non-recurring charges (NRC) for network elements and other services ordered by means other than one of the interactive interfaces. These ordered network elements and other services manual additive NRCs will apply in these states, rather than the charge per LSR.

Threshold Billing Plan

The Parties agree that Intermedia will incur the mechanized rate for all LSRs, both mechanized and manual, if the percentage of mechanized LSRs to total LSRs **meets or** exceeds the threshold percentages shown below:

Year	Ratio: Mechanized/Total LSRs
2001	90%

The threshold plan will be discontinued in 2002.

BellSouth will track the total LSR volume for each CLEC for each quarter. At the end of that time period, a Percent Electronic LSR calculation will be made for that quarter based on the LSR data tracked in the LCSC. If this percentage exceeds the threshold volume, all of that CLECs' future manual LSRs will be billed at the mechanized LSR rate. To allow time for obtaining and analyzing the data and updating the billing system, this billing change will take place on the first day of the second month following the end of the quarter (e.g. May 1 for 1Q, Aug 1 for 2Q, etc.). There will be no adjustments to the amount billed for previously billed LSRs.

SERVICE PROVIDER NUMBER PORTABILITY
Tennessee

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim Indicator	Zone	BCS	USOC	RATES					OSS RATES					
								Nonrecurring		Nonrecurring Disconnect		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - RCF																	
		RCF, per number ported (Business Line)				TNPBL	$1.50										
		RCF, per number ported (Residence Line)				TNPRL	$1.25										
		RCF, add'l capacity for simultaneous call forwarding, per additional path					$0.50										
		RCF, per service order, per location (Business)				TNPBD		$25.00	$25.00					$19.99	$19.99	$19.99	$19.99
		RCF, per service order, per location (Residence)				TNPRD		$25.00	$25.00					$19.99	$19.99	$19.99	$19.99
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - DID																	
SERVICE PROVIDER NUMBER PORTABILITY (RIPH)																	

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

Attachment 6

Ordering and Provisioning

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ORDERING AND PROVISIONING

1. Quality of Ordering and Provisioning

1.1 BellSouth shall provide ordering and provisioning services to Intermedia that are equal to the ordering and provisioning services BellSouth provides to itself or any other CLEC. Detailed reasonable and non-discriminatory guidelines and intervals 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, unless otherwise set forth in this agreement.

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

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

Saturday - 8:00 AM - 5:00 PM location time (excluding holidays)
(Resale/Network Element non coordinated orders)

Times are either Eastern or Central time based on the location of the work being performed.

All other Intermedia requests for provisioning and installation services are considered outside of the normal hours of operation and may be performed subject to the application of overtime billing charges.

2. Access to Operational Support Systems

2.1 BellSouth shall provide Intermedia non-discriminatory 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. Intermedia 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 Intermedia 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 network elements and other services. 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 Intermedia to report and monitor service troubles and obtain repair services. BellSouth shall offer Intermedia service trouble reporting in a non-discriminatory manner that provides Intermedia the equivalent ability to report and monitor service troubles that BellSouth provides to itself. BellSouth also provides Intermedia 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 Intermedia 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 Intermedia 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 Intermedia with sufficient notice to allow Intermedia 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 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 Intermedia will be held for a maximum of thirty (30) days from the date the order is placed on hold. After such time, if Intermedia wishes to reinstate an order, Intermedia may be required to submit a new service order.

3.2 Single Point of Contact. Intermedia will be the single point of contact with BellSouth for ordering activity for network elements and other services used by Intermedia 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. Intermedia 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 no-PIC. Pursuant to such an order, BellSouth may disconnect any network element associated with the service to be disconnected and being used by Intermedia to provide service to that end user and reuse such network elements or facilities to enable such other LEC to provide service to the end user. BellSouth will notify Intermedia within five (5) business days of completion of the disconnect, but will not be required to notify Intermedia 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, loop and/or 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 network element at the same location.

3.3.1.3 Notify Intermedia 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.

3.6 Cancellation Charges. If Intermedia cancels an order for network elements or other services, any costs incurred by BellSouth in conjunction with the provisioning of that order will be recovered in accordance with FCC No. 1 Tariff, Section 5.4.

3.7 BellSouth shall perform all pre-testing necessary to ensure the services ordered meet the specifications outlined in the technical service description provided by BellSouth for the service being ordered.

3.8 Any written "leave behind" materials that BellSouth technicians provide to Intermedia end users shall be non-branded materials that do not identify the work being performed as being by BellSouth. These materials shall include, without limitation, non-branded forms for the end user and non-branded "not at home" cards.

Attachment 7

Billing and Billing Accuracy Certification

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BILLING AND BILLING ACCURACY CERTIFICATION

1. Payment and Billing Arrangements

1.1 Billing. BellSouth agrees to provide billing through the Carrier Access Billing System (CABS) and through the Customer Records Information System (CRIS) depending on the particular service(s) that Intermedia requests. BellSouth will bill and record in accordance with this Agreement those charges Intermedia incurs as a result of Intermedia purchasing from BellSouth Network Elements and Other Services as set forth in this Agreement. BellSouth will format all bills in CBOS Standard or CLUB/EDI format, depending on the type of service ordered. For those services where standards have not yet been developed, BellSouth's billing format will change as necessary when standards are finalized by the industry forum.

1.1.1 For any service(s) BellSouth orders from Intermedia, Intermedia shall bill BellSouth in CABS format or otherwise mutually agreed by the Party's.

1.1.2 If either Party requests multiple billing media or additional copies of bills, the Billing Party will provide these at a reasonable cost.

1.2 Master Account. After receiving certification as a local exchange company from the appropriate regulatory agency, Intermedia will provide the appropriate BellSouth account manager the necessary documentation to enable BellSouth to establish a master account for Local Interconnection, Network Elements and Other Services, and/or resold services. Such documentation shall include the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA"), Carrier Identification Code (CIC), Group Access Code (GAC), Access Customer Name and Address (ACNA) and a tax exemption certificate, if applicable.

1.3 Payment Responsibility. Payment of all charges will be the responsibility of Party receiving services form the other. The Party receiving services shall make payment to the other Party for all services billed. BellSouth is not responsible for payments not received by Intermedia from Intermedia's customer. BellSouth will not become involved in billing disputes that may arise between Intermedia and its customer. Payments made to BellSouth as payment on account will be credited to an accounts receivable master account and not to an end user's account.

1.4 Payment Due. The payment will be due by the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available

funds. Payment is considered to have been made when received by the Party providing service.

If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment penalty, as set forth in Section 1.7, below, shall apply.

1.5 Tax Exemption. Upon proof of tax exempt certification from Intermedia, the total amount billed to Intermedia will not include those taxes or fees for which the CLEC is exempt. Intermedia will be solely responsible for the computation, tracking, reporting and payment of all taxes and like fees associated with the services provided to the end user of Intermedia.

1.6 Late Payment. If any portion of the payment is received after the payment due date as set forth preceding, or if any portion of the payment is received in funds that are not immediately available, then a late payment penalty shall be due. The late payment penalty shall be the portion of the payment not received by the payment due date times a late factor and will be applied on a per bill basis. The late factor shall be as set forth in Section A2 of the General Subscriber Service Tariff, Section B2 of the Private Line Service Tariff or Section E2 of the Intrastate Access Tariff , whichever is applicable.

1.7 Discontinuing Service to Intermedia. The procedures for discontinuing service to Intermedia are as follows:

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

1.7.2 If payment of account is not received by the bill day in the month after the original bill day, BellSouth may provide written notice to Intermedia that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. In addition, BellSouth may, at the same time, give thirty days notice to Intermedia at the billing address to discontinue the provision of existing services to Intermedia at any time thereafter.

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

1.7.4 If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice and Intermedia's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to Intermedia without further notice.

1.7.5 If payment is not received or satisfactory arrangements made for payment by the date given in the written notification, Intermedia's services will be discontinued. Upon discontinuance of service on Intermedia's account, service to Intermedia's end users will be denied. BellSouth will reestablish service at the request of the end user or Intermedia for BellSouth to reestablish service upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures. Intermedia is solely responsible for notifying the end user of the proposed service disconnection. If within fifteen days after an end user's service has been denied and no arrangements to reestablish service have been made consistent with this subsection, the end user's service will be disconnected.

1.8 Deposit Policy. When purchasing services from BellSouth, Intermedia will be required to complete the BellSouth Credit Profile and provide information regarding credit worthiness. Based on the results of the credit analysis, the Company reserves the right to secure the account with a suitable form of security deposit. Such security deposit shall take the form of cash, an Irrevocable Letter of Credit (BellSouth form), Surety Bond (BellSouth form) or in its sole discretion some other form of security. Any such security deposit shall in no way release the customer from his obligation to make complete and timely payments of his bill. Such security shall be required prior to the inauguration of service. If, in the sole opinion of the Company, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the level of security, the Company reserves the right to request additional security and/or file a Uniform Commercial Code (UCC1) security interest in Intermedia's "accounts receivables and proceeds." Interest on a security deposit, if provided in cash, shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff.

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

2. Billing and Billing Accuracy Certification

2.1 Upon request, BellSouth and Intermedia will agree upon a billing quality assurance program for all billing elements covered in this Agreement that will eliminate the need for post-billing reconciliation. Appropriate terms for access to

any BellSouth documents, systems, records, and procedures for the recording and billing of charges will be part of that program.

2.2 As part of the billing quality assurance program, BellSouth and Intermedia will develop standards, measurements, and performance requirements for a local billing measurements process. On a regular basis BellSouth will provide Intermedia with mutually agreed upon performance measurement data that substantiates the accuracy, reliability, and integrity of the billing process for local billing. In return, Intermedia will pay all bills received from BellSouth in full by the payment due date.

2.3 Local billing discrepancies will be addressed in an orderly manner via a mutually agreed upon billing exemption process.

2.3.1 Each Party agrees to notify the other Party upon identifying a billing discrepancy. The Parties shall endeavor to resolve any billing discrepancy within sixty (60) calendar days of the notification date. A mutually agreed upon escalation process will be established for resolving local billing discrepancies as part of the billing quality assurance program.

2.3.2 Closure of a specific billing period will occur by joint agreement of the Parties whereby the Parties agree that such billing period is closed to any further analysis and financial transactions except those resulting from regulatory mandates. Closure will take place within a mutually agreed upon time interval from the Bill Date. The month being closed represents those charges that were billed or should have been billed by the designated Bill Date.

3. Billing Disputes

3.1 Where the Parties have not agreed upon a billing quality assurance program, billing disputes shall be handled pursuant to the terms of this section.

3.1.1 Each Party agrees to notify the other Party upon the discovery of a billing dispute. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the notification date.

3.2 If a Party disputes a charge and does not pay such charge by the payment due date, or if a payment or any portion of a payment is received by either Party after the payment due date, or if a payment or any portion of a payment is received in funds which are not immediately available to the other Party, then a late payment penalty shall be assessed. For bills rendered by either Party for payment, the late payment charge for both Parties shall be calculated based on the portion of the payment not received by the payment due date times the late factor as set forth in each Party's applicable Commission approved tariffs. For payments to BellSouth

the following BellSouth tariffs shall apply; for services purchased from the General Subscribers Services Tariff for purposes of resale and for ports and non-designed loops, Section A2 of the General Subscriber Services Tariff; for services purchased from the Private Line Tariff for purposes of resale, Section B2 of the Private Line Service Tariff; and for network elements and other services and local interconnection charges, Section E2 of the Access Service Tariff. In no event, however, shall interest be assessed by either Party on any previously assessed late payment charges. The Parties shall assess interest on previously assessed late payment charges only in a state where it has the authority pursuant to its tariffs.

4. RAO Hosting

4.1 RAO Hosting, Calling Card and Third Number Settlement System (CATS) and Non-Intercompany Settlement System (NICS) services provided to Intermedia by BellSouth will be in accordance with the methods and practices regularly adopted and applied by BellSouth to its own operations during the term of this Agreement, including such revisions as may be made from time to time by BellSouth.

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

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

4.4 Intermedia must have its own unique RAO code. Requests for establishment of RAO status where BellSouth is the selected Centralized Message Distribution System (CMDS) interfacing host, require written notification from Intermedia to the BellSouth RAO Hosting coordinator at least eight (8) weeks prior to the proposed effective date. The proposed effective date will be mutually agreed upon between the Parties with consideration given to time necessary for the completion of required Telcordia (formerly BellCore) functions. BellSouth will request the assignment of an RAO code from its connecting contractor, currently Telcordia (formerly BellCore), on behalf of Intermedia and will coordinate all associated conversion activities.

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

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

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

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

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

4.10 Transmission of message data between BellSouth and Intermedia will be via CONNECT:Direct.

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

4.12 Intermedia will ensure that the recorded message detail necessary to recreate files provided to BellSouth will be maintained for back-up purposes for a period of three (3) calendar months beyond the related message dates.

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

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

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

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

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

4.18 RAO Compensation

4.18.1 Rates for message distribution service provided by BellSouth for Intermedia are as set forth in Exhibit A to this Attachment.

4.18.2 Rates for data transmission associated with message distribution service are as set forth in Exhibit A to this Attachment .

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

4.18.4 All equipment, including modems and software, that is required on Intermedia end for the purpose of data transmission will be the responsibility of Intermedia.

4.19 Intercompany Settlements Messages

4.19.1 This Section addresses the settlement of revenues associated with traffic originated from or billed by Intermedia as a facilities based provider of local exchange telecommunications services outside the BellSouth region. Only traffic that originates in one Bell operating territory and bills in another Bell operating

territory is included. Traffic that originates and bills within the same Bell operating territory will be settled on a local basis between Intermedia and the involved company(ies), unless that company is participating in NICS.

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

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

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

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

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

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

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

5. Optional Daily Usage File

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

5.2 The Intermedia shall furnish all relevant information required by BellSouth for the provision of the Optional Daily Usage File.

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

Charges for delivery of the Optional Daily Usage File will appear on Intermedia's monthly bills. The charges are as set forth in Exhibit A to this Attachment.

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

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

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

5.6.1 USAGE TO BE TRANSMITTED

5.6.1.1 The following messages recorded by BellSouth will be transmitted to Intermedia:

- message recording for per use/per activation type services (examples: Three Way Calling, Verify, Interrupt, Call Return, ETC.)
- measured billable Local
- Directory Assistance messages
- intraLATA Toll

- WATS & 800 Service

-N11

-Information Service Provider Messages

-Operator Services Messages

-Operator Services Message Attempted Calls (Network Element only)

-Credit/Cancel Records

-Usage for Voice Mail Message Service

5.6.1.2 Rated Incollects (originated in BellSouth and from other companies) can also be on Optional Daily Usage File. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.

5.6.1.3 BellSouth will perform duplicate record checks on records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to Intermedia.

5.6.1.4 In the event that Intermedia detects a duplicate on Optional Daily Usage File they receive from BellSouth, Intermedia will drop the duplicate message (Intermedia will not return the duplicate to BellSouth).

5.6.2 PHYSICAL FILE CHARACTERISTICS

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

5.6.2.2 Data circuits (private line or dial-up) may be required between BellSouth and Intermedia for the purpose of data transmission. Where a dedicated line is required, Intermedia will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Intermedia will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit

successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to Intermedia. Additionally, all message toll charges associated with the use of the dial circuit by Intermedia will be the responsibility of Intermedia. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties. All equipment, including modems and software, that is required on Intermedia end for the purpose of data transmission will be the responsibility of Intermedia.

5.6.3 PACKING SPECIFICATIONS

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

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

The data will be packed using ATIS EMI records.

5.6.4 PACK REJECTION

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

5.6.5 CONTROL DATA

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

5.6.6 TESTING

5.6.6.1 Upon request from Intermedia, BellSouth shall send test files to Intermedia for the Optional Daily Usage File. The Parties agree to review and discuss the file's

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

6. Access Daily Usage File

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

6.2 The Intermedia shall furnish all relevant information required by BellSouth for the provision of the Access Daily Usage File.

6.3 The Access Daily Usage Feed will contain access messages associated with a port that Intermedia has purchased from BellSouth

6.4 Charges for delivery of the Access Daily Usage File will appear on Intermedia's monthly bills. The charges are as set forth in Exhibit A to this Attachment. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.

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

6.6 USAGE TO BE TRANSMITTED

6.6.1 The following messages recorded by BellSouth will be transmitted to Intermedia:

Interstate and intrastate access records associated with a port.

Undetermined jurisdiction access records associated with a port.

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

Originating from Network Element and carried by Interexchange Carrier:

BellSouth will bill network element to CLEC and send

access record to the CLEC via ADUF

Originating from network element and carried by BellSouth (Intermedia is BellSouth's toll customer):

BellSouth will bill resale toll rates to Intermedia and send toll record for the end user toll billing purposes via ODUF (Optional Daily Usage File). Access record will be sent to Intermedia via ADUF.

Terminating on network element and carried by Interexchange Carrier:

BellSouth will bill network element to Intermedia and send access record to Intermedia.

Terminating on network element and carried by BellSouth:

BellSouth will bill network element to Intermedia and send access record to Intermedia.

6.6.3 BellSouth will perform duplicate record checks on records processed to the Access Daily Usage File. Any duplicate messages detected will be dropped and not sent to Intermedia.

6.6.4 In the event that Intermedia detects a duplicate on the Access Daily Usage File they receive from BellSouth, Intermedia will drop the duplicate message (Intermedia will not return the duplicate to BellSouth.)

6.6.5 PHYSICAL FILE CHARACTERISTICS

6.6.5.1 The Access Daily Usage File will be distributed to Intermedia via an agreed medium with CONNECT:Direct being the preferred transport method. The Daily Usage Feed will be a fixed block format (2476) with an LRECL of 2472. The data on the Daily Usage Feed will be in a non-compacted EMI format (210 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays). Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.

6.6.5.2 Data circuits (private line or dial-up) may be required between BellSouth and Intermedia for the purpose of data transmission. Where a dedicated line is required, Intermedia will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Intermedia will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit

successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to Intermedia. Additionally, all message toll charges associated with the use of the dial circuit by Intermedia will be the responsibility of Intermedia. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties. All equipment, including modems and software, that is required on Intermedia end for the purpose of data transmission will be the responsibility of Intermedia.

6.6.6 PACKING SPECIFICATIONS

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

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

The data will be packed using ATIS EMI records.

6.6.7 PACK REJECTION

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

6.6.8 CONTROL DATA

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

6.6.9 TESTING

6.6.9.1 Upon request from Intermedia, BellSouth shall send test files to Intermedia for the Access Daily Usage File. Testing shall consist of actual calls made from live

accounts. A call log shall be supplied along with test request information. The Parties agree to review and discuss the file's content and/or format.

7. Enhanced Optional Daily Usage File

7.1 Upon written request from Intermedia, BellSouth will provide the Enhanced Optional Daily Usage File (EODUF) service to Intermedia pursuant to the terms and conditions set forth in this section. EODUF will only be sent to existing ODUF subscribers who request the EODUF option.

7.2 Intermedia shall furnish all relevant information required by BellSouth for the provision of the Enhanced Optional Daily Usage File.

7.3 The Enhanced Optional Daily Usage File (EODUF) will provide usage data for local calls originating from resold Flat Rate Business and Residential Lines.

Charges for delivery of the Enhanced Optional Daily Usage File will appear on Intermedia's monthly bills. The charges are as set forth in Exhibit A to this Attachment.

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

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

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

7.6.1 USAGE TO BE TRANSMITTED

7.6.1.1 The following messages recorded by BellSouth will be transmitted to Intermedia:

Customer usage data for flat rated local call originating from CLEC end user lines (1FB or 1FR). The EODUF record for flat rate messages will include:

Date of Call
From Number
To Number
Connect Time
Conversation Time
Method of Recording

From RAO
Rate Class
Message Type
Billing Indicators
Bill to Number

7.6.1.2 BellSouth will perform duplicate record checks on EODUF records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to Intermedia.

7.6.1.3 In the event that Intermedia detects a duplicate on Enhanced Optional Daily Usage File they receive from BellSouth, Intermedia will drop the duplicate message (Intermedia will not return the duplicate to BellSouth).

7.6.2 PHYSICAL FILE CHARACTERISTICS

7.6.2.1 The Enhanced Optional Daily Usage Feed will be distributed to Intermedia over their existing Optional Daily Usage File (ODUF) feed. The EODUF messages will be intermingled among Intermedia's Optional Daily Usage File (ODUF) messages. The EODUF will be a variable block format (2476) with an LRECL of 2472. The data on the EODUF will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays).

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

7.6.3 PACKING SPECIFICATIONS

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

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

The data will be packed using ATIS EMI records.

ODUF/ADUF/CMDS
Tennessee

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES					OSS RATES					
								Nonrecurring		Nonrecurring Disconnect		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Dis 1st	Incremental Charge - Manual Svc Order vs. Electronic-Dis Add'l
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
ODUF/EDOUF/ADUF/CMDS																	
	OPTIONAL DAILY USAGE FILE (ODUF)																
		ODUF: Recording, per message				N/A	$0.0000044										
		ODUF: Message Processing, per message				N/A	$0.0027366										
		ODUF: Message Processing, per Magnetic Tape provisioned				N/A	$52.75										
		ODUF: Data Transmission (CONNECT:DIRECT), per message				N/A	$0.0000339										

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

Attachment 8

Rights-of-Way, Conduits and Pole Attachments

Rights-of-Way, Conduits and Pole Attachments

Pursuant to terms and conditions negotiated between Intermedia and BellSouth's Competitive Structure Provisioning Center and pursuant to 47 U.S.C. § 224, BellSouth will provide nondiscriminatory access to poles, ducts, conduit, and rights-of-way owned or controlled by BellSouth.

Attachment 9

Performance Measurements

Performance Measurements

In the event the Georgia Public Service Commission adds, deletes or otherwise modifies any SQMs and/or associated remedies, such additions, deletions or modifications shall be deemed made to the SQMs and associated remedies applicable to Intermedia in Tennessee prior to the TRA's adoption of SQMs and remedies in its generic docket.

BELLSOUTH®

BellSouth Service Quality Measurement Plan (SQM)

Georgia Performance Metrics

Measurement Descriptions
Version 1.01

Issue Date: April 6, 2001

This version of the Georgia SQM reflects the Order in GA Docket 7892-U. Some of the measures, business rules, disaggregations and/or exclusions are under development and will be reflected in the monthly reports in the near future. The other Georgia SQM posted on this site will be removed at that time.

Introduction

The BellSouth Service Quality Measurement Plan (SQM) describes in detail the measurements produced to evaluate the quality of service delivered to BellSouth's customers both wholesale and retail. The SQM was developed to respond to the requirements of the Communications Act of 1996 Section 251 (96 Act) which required BellSouth to provide non-discriminatory access to Competitive Local Exchange Carriers (CLEC)[1] and its Retail Customers. The reports produced by the SQM provide regulators, CLECs and BellSouth the information necessary to monitor the delivery of non-discriminatory access.

This plan results from the many divergent forces evolving from the 96 Act. The 96 Act, the Georgia Public Service Commission (GPSC) Order (Docket 7892-U 12/30/97), LCUG 1-7.0, the FCC's NPRM (CC Docket 98-56 RM9101 04/17/98), the Louisiana Public Service Commission (LPSC) Order (Docket U-22252 Subdocket C 04/19/98), numerous arbitration cases, LPSC sponsored collaborative workshops (10/98-02/00), and proceedings in Alabama, Mississippi, and North Carolina have and continue to influence the SQM. **This version of the SQM reflects the Order of the Georgia Public Service Commission in Docket 7892-U dated January 12, 2001.**

The SQM and the reports flowing from it must change to reflect the dynamic requirements of the industry. New measurements are added as new products, systems, and processes are developed and fielded. New products and services are added as the markets for them develop and the processes stabilize. The measurements are also changed to reflect changes in systems, correct errors, and respond to both 3rd Party audit requirements and the Georgia PSC.

This document is intended for use by someone with knowledge of telecommunications industry, information technologies and a functional knowledge of the subject areas covered by the BellSouth Performance Measurements and the reports that flow from them.

Once it is approved, the most current copy of this document can be found on the web at URL: https://pmap.bellsouth.com in the Help folder.

Report Publication Dates

Each month, preliminary SQM reports will be posted to BellSouth's SQM web site (https://www.pmap.bellsouth.com) by 8:00 A.M. EST on the 21st day of each month or the first business day after the 21st. Final validated SQM reports will be posted by 8:00 A.M. on the last day of the month. Reports not posted by this time will be considered late for SEEM payment purposes. Preliminary SEEM reports will be posted on the same day as the SQM validated reports. Validated SEEM reports will posted on the 15th of the following month. Payments due will also be paid on the 15th of the following month. For instance: May data will be posted in preliminary SQM reports on June 21. Final validated SQM reports and preliminary SEEM reports will be posted on the last day of June. Final validated SEEM reports will be posted and payments mailed on July 15th.

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

Report Delivery Methods

CLEC SQM and SEEM reports will be considered delivered when posted to the web site. The Georgia Public Service Commission (GPSC) will be given access to the web site. In addition, a copy of the Monthly State Summary reports will be filed with the GPSC as soon as possible after the last day of each month.

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Section 1: Operations Support Systems (OSS)

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

Definition

Average response time and response intervals are the average times and number of requests responded to within certain intervals for accessing legacy data associated with appointment scheduling, service & feature availability, address verification, request for Telephone numbers (TNs), and Customer Service Records (CSRs).

Exclusions

None

Business Rules

The average response time for retrieving pre-order/order information from a given legacy system is determined by summing the response times for all requests submitted to the legacy systems during the reporting period and dividing by the total number of legacy system requests for that month.

The response interval starts when the client application (LENS or TAG for CLECs and RNS or ROS for BellSouth) submits a request to the legacy system and ends when the appropriate response is returned to the client application. The number of accesses to the legacy systems during the reporting period which take less than 2.3 seconds, the number of accesses which take more than 6 seconds, and the number which are less than or equal to 6.3 seconds are also captured.

Calculation

Response Time = (a - b)

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

Average Response Time = c ÷ d

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

Report Structure

- Not CLEC Specific
- Not product/service specific
- Regional Level

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month • Legacy Contract (per reporting dimension) • Response Interval • Regional Scope	• Report Month • Legacy Contract (per reporting dimension) • Response Interval • Regional Scope

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• **RSAG – Address** (Regional Street Address Guide-Address) – stores street address information used to validate customer addresses. CLECs and BellSouth query this legacy system. • **RSAG – TN** (Regional Street Address Guide-Telephone number) – contains information about facilities available and telephone numbers working at a given address. CLECs and BellSouth query this legacy system. • **ATLAS** (Application for Telephone Number Load Administration and Selection) – acts as a warehouse for storing telephone numbers that are available for assignment by the system. It enables CLECs and BellSouth service reps to select and reserve telephone numbers. CLECs and BellSouth query this legacy system. • **COFFI** (Central Office Feature File Interface) – stores information about product and service offerings and availability. CLECs query this legacy system. • **DSAP** (DOE Support Application) – provides due date information. CLECs and BellSouth query this legacy system. • **HAL/CRIS** (Hands-Off Assignment Logic/Customer Record Information System) – a system used to access the Business Office Customer Record Information System (BOCRIS). It allows BellSouth servers, including LENS, access to legacy systems. CLECs query this legacy system. • **P/SIMS** (Product/Services Inventory Management system) – provides information on capacity, tariffs, inventory and service availability. CLECs query this legacy system. • **OASIS** (Obtain Available Services Information Systems) – Information on feature and rate availability. BellSouth queries this legacy system.	• Parity + 2 seconds

Table 1: Legacy System Access Times For RNS

System	Contract	Data	< 2.3 sec.	> 6 sec.	≤ 6.3 sec.	Avg. Sec.	# of Calls
RSAG	RSAG-TN	Address	x	x	x	x	x
RSAG	RSAG-ADDR	Address	x	x	x	x	x
ATLAS	ATLAS-TN	TN	x	x	x	x	x
DSAP	DSAP	Schedule	x	x	x	x	x
CRIS	CRSACCTS	CSR	x	x	x	x	x
OASIS	OASISCAR	Feature/Service	x	x	x	x	x
OASIS	OASISLPC	Feature/Service	x	x	x	x	x
OASIS	OASISMTN	Feature/Service	x	x	x	x	x
OASIS	OASISBIG	Feature/Service	x	x	x	x	x

Table 2: Legacy System Access Times For R0S

System	Contract	Data	< 2.3 sec.	> 6 sec.	≤6.3 sec.	Avg. sec.	# of Calls
RSAG	RSAG-TN	Address	x	x	x	x	x
RSAG	RSAG-ADDR	Address	x	x	x	x	x
ATLAS	ATLAS-TN	TN	x	x	x	x	x

Table 2: Legacy System Access Times For R0S

System	Contract	Data	< 2.3 sec.	> 6 sec.	≤6.3 sec.	Avg. sec.	# of Calls
DSAP	DSAP	Schedule	x	x	x	x	x
CRIS	CRSOCSR	CSR	x	x	x	x	x
OASIS	OASISBIG	Feature/Service	x	x	x	x	x

Table 3: Legacy System Access Times For LENS

System	Contract	Data	< 2.3 sec.	> 6 sec.	≤6.3 sec.	Avg. sec.	# of Calls
RSAG	RSAG-TN	Address	x	x	x	x	x
RSAG	RSAG-ADDR	Address	x	x	x	x	x
ATLAS	ATLAS-TN	TN	x	x	x	x	x
DSAP	DSAP	Schedule	x	x	x	x	x
HAL	HAL/CRIS	CSR	x	x	x	x	x
COFFI	COFFI/USOC	Feature/Service	x	x	x	x	x
P/SIMS	PSIMS/ORB	Feature/Service	x	x	x	x	x

Table 4: Legacy System Access Times For TAG

System	Contract	Data	< 2.3 sec.	> 6 sec.	≤6.3 sec.	Avg. sec.	# of Calls
RSAG	RSAG-TN	Address	x	x	x	x	x
RSAG	RSAG-ADDR	Address	x	x	x	x	x
ATLAS	ATLAS-TN	TN	x	x	x	x	x
ATLAS	ATLAS-MLH	TN	x	x	x	x	x
ATLAS	ATLAS-DID	TN	x	x	x	x	x
DSAP	DSAP	Schedule	x	x	x	x	x
CRIS	CRSECSRL	CSR	x	x	x	x	x
CRIS	CRSECSR	CSR	x	x	x	x	x

SEEM Measure

SEEM Measure		
Yes	Tier I	
	Tier II	X
	Tier III	

Note: CLEC specific data is not available in this measure. Queries of this sort do not have company specific signatures.

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• **RSAG – Address** (Regional Street Address Guide-Address) – stores street address information used to validate customer addresses. CLECs and BellSouth query this legacy system. • **RSAG – TN** (Regional Street Address Guide-Telephone number) – contains information about facilities available and telephone numbers working at a given address. CLECs and BellSouth query this legacy system. • **ATLAS** (Application for Telephone Number Load Administration and Selection) – acts as a warehouse for storing telephone numbers that are available for assignment by the system. It enables CLECs and BellSouth service reps to select and reserve telephone numbers. CLECs and BellSouth query this legacy system. • **COFFI** (Central Office Feature File Interface) – stores information about product and service offerings and availability. CLECs query this legacy system. • **DSAP** (DOE Support Application) – provides due date information. CLECs and BellSouth query this legacy system. • **HAL/CRIS** (Hands-Off Assignment Logic/Customer Record Information System) – a system used to access the Business Office Customer Record Information System (BOCRIS). It allows BellSouth servers, including LENS, access to legacy systems. CLECs query this legacy system. • **P/SIMS** (Product/Services Inventory Management system) – provides information on capacity, tariffs, inventory and service availability. CLECs query this legacy system. • **OASIS** (Obtain Available Services Information Systems) – Information on feature and rate availability. BellSouth queries this legacy system.	• Percent Response Received within 6.3 seconds: > 95% • Parity + 2 seconds

SEEM OSS Legacy Systems

System	BellSouth	CLEC
Telephone Number/Address		
RSAG-ADDR	RNS, ROS	TAG, LENS
RSAG-TN	RNS, ROS	TAG, LENS
ATLAS	RNS,ROS	TAG, LENS
Appointment Scheduling		
DSAP	RNS, ROS	TAG, LENS
CSR Data		
CRSACCTS	RNS	
CRSOCSR	ROS	
HAL/CRIS		LENS
CRSECSRL		TAG
CRSECSR		TAG
Service/Feature Availability		
OASISBIG	RNS, ROS	
PSIMS/ORB		LENS

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

Definition

Percent of time applications are functionally available as compared to scheduled availability. Calculations are based upon availability of applications and interfacing applications utilized by CLECs for pre-ordering and ordering. "Functional Availability" is defined as the number of hours in the reporting period that the applications/interfaces are available to users. "Scheduled Availability" is defined as the number of hours in the reporting period that the applications/interfaces are scheduled to be available.

Scheduled availability is posted on the Interconnection web site: (www.interconnection.bellsouth.com/oss/oss_hour.html)

Exclusions

- CLEC-impacting troubles caused by factors outside of BellSouth's purview, e.g., troubles in customer equipment, troubles in networks owned by telecommunications companies other than BellSouth, etc.
- Degraded service, e.g., slow response time, loss of non-critical functionality, etc.

Business Rules

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

- Application/interfacing application is down or totally inoperative.
- Application is totally inoperative for customers attempting to access or use the application. This includes transport outages when they may be directly associated with a specific application.

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

Calculation

Interface Availability (Pre-Ordering/Ordering) = (a ÷ b) X 100

- a = Functional Availability
- b = Scheduled Availability

Report Structure

- Not CLEC Specific
- Not product/service specific
- Regional Level

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month • Legacy Contract Type (per reporting dimension) • Regional Scope • Hours of Downtime	• Report Month • Legacy Contract Type (per reporting dimension) • Regional Scope • Hours of Downtime

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Regional Level	• ≥ 99.5%

OSS Interface Availability

Application	Applicable to	% Availability
EDI	CLEC	x
TAG	CLEC	x
LENS	CLEC	x
LEO	CLEC	x
LESOG	CLEC	x
LNP Gateway	CLEC	x
COG	CLEC	Under Development
SOG	CLEC	Under Development
DOM	CLEC	Under Development
DOE	CLEC/BST	x
SONGS	CLEC/BST	x
ATLAS/COFFI	CLEC/BST	x
BOCRIS	CLEC/BST	x
DSAP	CLEC/BST	x
RSAG	CLEC/BST	x
SOCS	CLEC/BST	x
CRIS	CLEC/BST	x

SEEM Measure

SEEM Measure		
Yes	Tier I	
	Tier II	X
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Regional Level	• ≥ 99.5%

SEEM OSS Interface Availability

Application	Applicable to	% Availability
EDI	CLEC	x
HAL	CLEC	x
LENS	CLEC	x
LEO Mainframe	CLEC	x
LESOG	CLEC	x
PSIMS	CLEC	x
TAG	CLEC	x

OSS-3: Interface Availability (Maintenance & Repair)

Definition

Percent of time applications are functionally available as compared to scheduled availability. Calculations are based upon availability of applications and interfacing applications utilized by CLECs for maintenance and repair. "Functional Availability" is defined as the number of hours in the reporting period that the applications/interfaces are available to users. "Scheduled Availability" is defined as the number of hours in the reporting period that the applications/interfaces are scheduled to be available.

Scheduled availability is posted on the Interconnection web site: (www.interconnection.bellsouth.com/oss/oss_hour.html)

Exclusions

- CLEC-impacting troubles caused by factors outside of BellSouth's purview, e.g., troubles in customer equipment, troubles in networks owned by telecommunications companies other than BellSouth, etc.
- Degraded service, e.g., slow response time, loss of non-critical functionality, etc.

Business Rules

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

- Application/interfacing application is down or totally inoperative.
- Application is totally inoperative for customers attempting to access or use the application. This includes transport outages when they may be directly associated with a specific application.

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

Calculation

OSS Interface Availability (a ÷ b) X 100

- a = Functional Availability
- b = Scheduled Availability

Report Structure

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

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Availability of CLEC TAFI • Availability of LMOS HOST, MARCH, SOCS, CRIS, PREDICTOR, LNP and OSPCM • ECTA	• Availability of BellSouth TAFI • Availability of LMOS HOST, MARCH, SOCS, CRIS, PREDICTOR, LNP and OSPCM

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark
• Regional Level	• ≥ 99.5%

OSS Interface Availability (M&R)

OSS Interface	% Availability
BST TAFI	x
CLEC TAFI	x
CLEC ECTA	x
BST & CLEC	x
CRIS	x
LMOS HOST	x
LNP	x
MARCH	x
OSPCM	x
PREDICTOR	x
SOCS	x

SEEM Measure

SEEM Measure		
Yes	Tier I	
	Tier II	X
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Regional Level	• ≥ 99.5%

OSS Interface Availability (M&R)

OSS Interface	% Availability
CLEC TAFI	x
CLEC ECTA	x

OSS-4: Response Interval (Maintenance & Repair)

Definition

The response intervals are determined by subtracting the time a request is received on the BellSouth side of the interface from the time the response is received from the legacy system. Percentages of requests falling into each interval category are reported, along with the actual number of requests falling into those categories.

Exclusions

None

Business Rules

This measure is designed to monitor the time required for the CLEC and BellSouth interface system to obtain from BellSouth's legacy systems the information required to handle maintenance and repair functions. The clock starts on the date and time when the request is received on the BellSouth side of the interface and the clock stops when the response has been transmitted through that same point to the requester.

Note: The OSS Response Interval BellSouth Total Report is a combination of BellSouth Residence and Business Total.

Calculation

OSS Response Interval = (a - b)

- a = Query Response Date and Time
- b = Query Request Date and Time

Percent Response Interval (per category) = (c ÷ d) X 100

- c = Number of Response Intervals in category "X"
- d = Number of Queries Submitted in the Reporting Period

where, "X" is ≤ 4, $> 4 \leq 10$, ≥ 10, or > 30 seconds.

Report Structure

- Not CLEC Specific
- Not product/service specific
- Regional Level

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• CLEC Transaction Intervals	• BellSouth Business and Residential Transactions Intervals

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark:
• Regional Level	• Parity

Legacy System Access Times for M&R

System	BellSouth & CLEC	Count				
		≤ 4	> 4 ≤ 10	≤ 10	> 10	> 30
CRIS	x	x	x	x	x	x
DLETH	x	x	x	x	x	x
DLR	x	x	x	x	x	x
LMOS	x	x	x	x	x	x
LMOSupd	x	x	x	x	x	x
LNP	x	x	x	x	x	x
MARCH	x	x	x	x	x	x
OSPCM	x	x	x	x	x	x
Predictor	x	x	x	x	x	x
SOCS	x	x	x	x	x	x
NIW	x	x	x	x	x	x

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

PO-1: Loop Makeup - Response Time – Manual

Definition

This report measures the average interval and percent within the interval from the submission of a Manual Loop Makeup Service Inquiry (LMUSI) to the distribution of Loop Makeup information back to the CLEC.

Exclusions

- Inquiries, which are submitted electronically.
- Designated Holidays are excluded from the interval calculation.
- Weekend hours from 5:00PM Friday until 8:00AM Monday are excluded from the interval calculation.
- Canceled Inquiries.

Business Rules

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

This measurement combines three intervals:

1. From receipt of the Service Inquiry for Loop Makeup to hand off to the Service Advocacy Center (SAC) for "Look-up."
2. From SAC start date to SAC complete date.
3. From SAC complete date to date the Complex Resale Support Group (CRSG) distributes loop makeup information back to the CLEC.

The "Receive Date" is defined as the date the Manual LMUSI is received by the CRSG. It is counted as day Zero. LMU "Return Date" is defined as the date the LMU information is sent back to the CLEC from BellSouth. The interval calculation is reset to Zero when a CLEC initiated change occurs on the Manual LMU request.

Note: The Loop Make Up Service Inquiry Form does not require the CLEC to furnish the type of Loop. The CLEC determines whether the loop makeup will support the type of service they wish to order or not and qualifies the loop. If the loop makeup will support the service, a firm order LSR is submitted by the CLEC.

Calculation

Response Interval = (a - b)

- a = Date and Time LMUSI returned to CLEC
- b = Date and Time the LMUSI is received

Average Interval = (c ÷ d)

- c = Sum of all Response Intervals
- d = Total Number of LMUSIs received within the reporting period

Percent within interval = (e ÷ f) X 100

- e = Total LMUSIs received within the interval
- f = Total Number of LMUSIs processed within the reporting period

Report Structure

- CLEC Aggregate
- CLEC Specific
- Geographic Scope
  - State
  - Region
- Interval for manual LMUs:
  0 – 1 day
  >1 – 2 days
  >2 – 3 days
  0 - ≤ 3 days
  >3 – 6 days

>6 – 10 days
> 10 days
- Average Interval in days

Data Retained

Relating to CLEC Experience	Relating to BellSouth Experience
• Report Month • Total Number of Inquiries • SI Intervals • State and Region	• Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark
• Loops	Benchmark • 95% in 3 Business Days

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Loops	Benchmark • 95% in 3 Business Days

PO-2: Loop Make Up - Response Time - Electronic

Definition

This report measures the average interval and the percent within the interval from the electronic submission of a Loop Makeup Service Inquiry (LMUSI) to the distribution of Loop Makeup information back to the CLEC.

Exclusions

- Manually submitted inquiries.
- Designated Holidays are excluded from the interval calculation.
- Canceled Requests.
- Scheduled OSS Maintenance.

Business Rules

The response interval starts when the CLEC's Mechanized Loop Makeup Service Inquiry (LMUSI) is submitted electronically through the Operational Support Systems interface, LENS, TAG or RoboTAG. It ends when BellSouth's Loop Facility Assignment and Control System (LFACS) responds electronically to the CLEC with the requested Loop Makeup data via LENS, TAG or RoboTAG Interfaces.

Note: The Loop Make Up Service Inquiry Form does not require the CLEC to furnish the type of Loop. The CLEC determines whether the loop makeup will support the type of service they wish to order or not and qualifies the loop. If the loop makeup will support the service, a firm order LSR is submitted by the CLEC. EDI is not a pre-ordering system, and, therefore, is not applicable in this measure.

Calculation

Response Interval = (a - b)

- a = Date and Time LMUSI returned to CLEC
- b = Date and Time the LMUSI is received

Average Interval = (c ÷ d)

- c = Sum of all response intervals
- d = Total Number of LMUSIs received within the reporting period

Percent within interval = (e ÷ f) X 100

- e = Total LMUSIs received within the interval
- f = Total Number of LMUSIs processed within the reporting period

Report Structure

- CLEC Aggregate
- CLEC Specific
- Geographic Scope
  - State
  - Region
- Interval for electronic LMUs:
  0 – 1 minute
  >1 – 5 minutes
  0 - ≤ 5 minutes
  > 5 – 8 minutes
  > 8 – 15 minutes
  > 15 minutes
- Average Interval in minutes

Data Retained

Relating to CLEC Experience	Relating to BellSouth Experience
• Report Month • Legacy Contract • Response Interval • Regional Scope	• Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM LEVEL of Disaggregation	Retail Analog/Benchmark
• Loops	Benchmark • 90% in 5 Minutes (05/01/01) • 95% in 1 Minute (08/01/01)

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Loop	• 90% in 5 Minutes (05/01/01) • 95% in 1 Minute (08/01/01)

Section 2: Ordering

O-1: Acknowledgement Message Timeliness

Definition

This measurement provides the response interval from the time an LSR or transmission (may contain multiple LSRs from one or more CLECs in multiple states) is electronically submitted via EDI or TAG respectively until an acknowledgement notice is sent by the system.

Exclusions

- Scheduled OSS Maintenance

Business Rules

The process includes EDI & TAG system functional acknowledgements for all messages/Local Service Requests (LSRs) which are electronically submitted by the CLEC. Users of EDI may package many LSRs into one transmission which will receive the acknowledgement message. EDI users may place multiple LSRs in one "envelope" requesting service in one or more states which will mask the identity of the state and CLEC. The start time is the receipt time of the message at BellSouth's side of the interface (gateway). The end time is when the acknowledgement is transmitted by BellSouth at BellSouth's side of the interface (gateway). If more than one CLEC uses the same ordering center (aggregator), an Acknowledgement Message will be returned to the "Aggregator". However, BellSouth will not be able to determine which specific CLEC or state this message represented.

Calculation

Response Interval = (a - b)

- a = Date and Time Acknowledgement Notices returned to CLEC
- b = Date and Time messages/LSRs electronically submitted by the CLEC via EDI or TAG respectively

Average Response Interval = (c ÷ d)

- c = Sum of all Response Intervals
- d = Total number of electronically submitted messages/LSRs received, from CLECs via EDI or TAG respectively, in the Reporting Period.

Reporting Structure

- CLEC Aggregate
- CLEC Specific/Aggregator
- Geographic Scope
  - Region
- Electronically Submitted LSRs
  0 – ≤10 minutes
  >10 – ≤20 minutes
  >20 – ≤30 minutes
  0 – ≤ 30 minutes
  >30 – ≤45 minutes
  >45 – ≤60 minutes
  >60 – ≤120 minutes
  >120 minutes
- Average interval for electronically submitted messages/LSRs in minutes

Data Retained

Relating to CLEC Experience	Relating to BellSouth Experience
• Report month • Record of functional acknowledgements	• Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM LEVEL of Disaggregation	Retail Analog/Benchmark
• EDI	• EDI - 90% within 30 minutes (05/01/01) - 95% within 30 minutes (08/01/01)
• TAG	• TAG – 95% within 30 minutes

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• EDI	• EDI - 90% within 30 minutes (05/01/01) - 95% within 30 minutes (08/01/01)
• TAG	• TAG – 95% within 30 minutes

O-2: Acknowledgement Message Completeness

Definition

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

Exclusions

- Manually submitted LSRs
- Scheduled OSS Maintenance

Business Rules

EDI and TAG send Functional Acknowledgements for all transmissions/LSRs, which are electronically submitted by a CLEC. Users of EDI may package many LSRs from multiple states in one transmission. If more than one CLEC uses the same ordering center, an Acknowledgement Message will be returned to the "Aggregator", however, BellSouth will not be able to determine which specific CLEC this message represented. The Acknowledgement Message is returned prior to the determination of whether the transmission/ LSR will be partially mechanized or fully mechanized.

Calculation

Acknowledgement Completeness = (a ÷ b) X 100

- a = Total number of Functional Acknowledgements returned in the reporting period for transmissions/LSRs electronically submitted by EDI or TAG respectively
- b = Total number of electronically submitted transmissions/LSRs received in the reporting period by EDI or TAG respectively

Report Structure

- CLEC Aggregate
- CLEC Specific/Aggregator
- Geographic Scope
  - Region

Note: The Order calls for Mechanized, Partially Mechanized, and Totally Mechanized, however, the Acknowledgement message is generated before the system recognizes whether this electronic transmission will be partially or fully mechanized.

Data Retained

Relating to CLEC Experience	Relating to BellSouth Experience
• Report Month • Record of Functional Acknowledgements	• Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM LEVEL of Disaggregation	Retail Analog/Benchmark
• EDI • TAG	• Benchmark: 100%

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• EDI • TAG	• Benchmark: 100%

O-3: Percent Flow-Through Service Requests (Summary)

Definition

The percentage of Local Service Requests (LSR) and LNP Local Service Requests (LNP LSRs) submitted electronically via the CLEC mechanized ordering process that flow through and reach a status for a FOC to be issued, without manual intervention.

Exclusions

- Fatal Rejects
- Auto Clarification
- Manual Fallout
- CLEC System Fallout
- Scheduled OSS Maintenance

Business Rules

The CLEC mechanized ordering process includes all LSRs, including supplements (subsequent versions) which are submitted through one of the three gateway interfaces (TAG, EDI and LENS), that flow through and reach a status for a FOC to be issued, without manual intervention. These LSRs can be divided into two classes of service: Business and Residence, and two types of service: Resale, and Unbundled Network Elements (UNE). The CLEC mechanized ordering process does not include LSRs which are submitted manually (for example, fax and courier) or are not designed to flow through (for example, Manual Fallout.)

Definitions:

Fatal Rejects: Errors that prevent an LSR, submitted electronically by the CLEC, from being processed further. When an LSR is submitted by a CLEC, LEO/LNP Gateway will perform edit checks to ensure the data received is correctly formatted and complete. For example, if the PON field contains an invalid character, LEO/LNP Gateway will reject the LSR and the CLEC will receive a Fatal Reject.

Auto-Clarification: Clarifications that occur due to invalid data within the LSR. LESOG/LAUTO will perform data validity checks to ensure the data within the LSR is correct and valid. For example, if the address on the LSR is not valid according to RSAG, or if the LNP is not available for the NPA NXXX requested, the CLEC will receive an Auto-Clarification.

Manual Fallout: Planned Fallout that occur by design. Certain LSRs are designed to fallout of the Mechanized Order Process due to their complexity. These LSRs are manually processed by the LCSC. When a CLEC submits an LSR, LESOG/LAUTO will determine if the LSR should be forwarded to LCSC for manual handling. Following are the categories for Manual Fallout:

1. Complex*
2. Special pricing plans
3. Some Partial migrations
4. New telephone number not yet posted to BOCRIS
5. Pending order review required
6. CSR inaccuracies such as invalid or missing CSR data in CRIS
7. Expedites (requested by the CLEC)
8. Denials-restore and conversion, or disconnect and conversion orders
9. Class of service invalid in certain states with some types of service
10. Low volume such as activity type "T" (move)
11. More than 25 business lines, or more than 15 loops
12. Transfer of calls option for the CLEC end users
13. Directory Listings (Indentions and Captions)

*See LSR Flow-Through Matrix following O-6 for a list of services, including complex services, and whether LSRs issued for the services are eligible to flow through.

Total System Fallout: Errors that require manual review by the LSCS to determine if the error is caused by the CLEC, or is due to BellSouth system functionality. If it is determined the error is caused by the CLEC, the LSR will be sent back to the CLEC for clarification. If it is determined the error is BellSouth caused, the LCSC representative will correct the error, and the LSR will continue to be processed.

Z Status: LSRs that receive a supplemental LSR submission prior to final disposition of the original LSR.

Calculation

Percent Flow Through = a ÷ [b - (c + d + e + f)] X 100

- a = The total number of LSRs that flow through LESOG/LAUTO and reach a status for a FOC to be issued
- b = the number of LSRs passed from LEO/LNP Gateway to LESOG/LAUTO
- c = the number of LSRs that fall out for manual processing
- d = the number of LSRs that are returned to the CLEC for clarification
- e = the number of LSRs that contain errors made by CLECs
- f = the number of LSRs that receive a Z status.

Percent Achieved Flow Through = a ÷ [b-(c+d+e)] X 100

- a = the number of LSRs that flow through LESOG/LAUTO and reach a status for a FOC to be issued.
- b = the number of LSRs passed from LEO/LNP Gateway to LESOG/LAUTO
- c = the number of LSRs that are returned to the CLEC for clarification
- d = the number of LSRs that contain errors made by CLECs
- e = the number of LSRs that receive Z status

Report Structure

- CLEC Aggregate
  - Region

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance:
• Report Month • Total Number of LSRs Received, by Interface, by CLEC - TAG - EDI - LENS • Total Number of Errors by Type, by CLEC - Fatal Rejects - Auto Clarification - CLEC Caused System Fallout • Total Number of Errors by Error Code • Total Fallout for Manual Processing	• Report Month • Total Number of Errors By Type - Bellsouth System Error

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark[a]
• Residence	• Benchmark: 95%
• Business	• Benchmark: 90%
• UNE	• Benchmark: 85%
• LNP	• Benchmark: 85%

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

SEEM Measure

SEEM Measure		
Yes	Tier I	
	Tier II	X
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark[a]
• Residence	• Benchmark: 95%
• Business	• Benchmark: 90%
• UNE	• Benchmark: 85%
• LNP	• Benchmark: 85%

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

O-4: Percent Flow-Through Service Requests (Detail)

Definition

A detailed list, by CLEC, of the percentage of Local Service Requests (LSR) and LNP Local Service Requests (LNP LSRs) submitted electronically via the CLEC mechanized ordering process that flow through and reach a status for a FOC to be issued, without manual or human intervention.

Exclusions

- Fatal Rejects
- Auto Clarification
- Manual Fallout
- CLEC System Fallout
- Scheduled OSS Maintenance

Business Rules

The CLEC mechanized ordering process includes all LSRs, including supplements (subsequent versions) which are submitted through one of the three gateway interfaces (TAG, EDI, and LENS), that flow through and reach a status for a FOC to be issued, without manual intervention. These LSRs can be divided into two classes of service: Business and Residence, and three types of service: Resale, and Unbundled Network Elements (UNE). The CLEC mechanized ordering process does not include LSRs, which are submitted manually (for example, fax and courier) or are not designed to flow through (for example, Manual Fallout.)

Definitions:

Fatal Rejects: Errors that prevent an LSR, submitted electronically by the CLEC, from being processed further. When an LSR is submitted by a CLEC, LEO/LNP Gateway will perform edit checks to ensure the data received is correctly formatted and complete. For example, if the PON field contains an invalid character, LEO/LNP Gateway will reject the LSR and the CLEC will receive a Fatal Reject.

Auto-Clarification: Clarifications that occur due to invalid data within the LSR. LESOG/LAUTO will perform data validity checks to ensure the data within the LSR is correct and valid. For example, if the address on the LSR is not valid according to RSAG, or if the LNP is not available for the NPA NXXX requested, the CLEC will receive an Auto-Clarification.

Manual Fallout: Planned Fallout that occur by design. Certain LSRs are designed to fallout of the Mechanized Order Process due to their complexity. These LSRs are manually processed by the LCSC. When a CLEC submits an LSR, LESOG/LAUTO will determine if the LSR should be forwarded to LCSC for manual handling. Following are the categories for Manual Fallout:

1. Complex*
2. Special pricing plans
3. Some Partial migrations
4. New telephone number not yet posted to BOCRIS
5. Pending order review required
6. CSR inaccuracies such as invalid or missing CSR data in CRIS
7. Expedites (requested by the CLEC)
8. Denials-restore and conversion, or disconnect and conversion orders
9. Class of service invalid in certain states with some types of service
10. Low volume such as activity type "T" (move)
11. More than 25 business lines, or more than 15 loops
12. Transfer of calls option for the CLEC end users
13. Directory Listings (Indentions and Captions)

*See LSR Flow-Through Matrix following O-6 for a list of services, including complex services, and whether LSRs issued for the services are eligible to flow through.

Total System Fallout: Errors that require manual review by the LSCS to determine if the error is caused by the CLEC, or is due to BellSouth system functionality. If it is determined the error is caused by the CLEC, the LSR will be sent back to the CLEC for clarification. If it is determined the error is BellSouth caused, the LCSC representative will correct the error, and the LSR will continue to be processed.

Z Status: LSRs that receive a supplemental LSR submission prior to final disposition of the original LSR.

Calculation

Percent Flow Through = a ÷ [b - (c + d + e + f)] X 100

- a = The total number of LSRs that flow through LESOG/LAUTO and reach a status for a FOC to be issued
- b = the number of LSRs passed from LEO/LNP Gateway to LESOG/LAUTO
- c = the number of LSRs that fall out for manual processing
- d = the number of LSRs that are returned to the CLEC for clarification
- e = the number of LSRs that contain errors made by CLECs
- f = the number of LSRs that receive a Z status.

Percent Achieved Flow Through = a ÷ [b-(c+d+e)] X 100

- a = the number of LSRs that flow through LESOG/LAUTO and reach a status for a FOC to be issued.
- b = the number of LSRs passed from LEO/LNP Gateway to LESOG/LAUTO
- c = the number of LSRs that are returned to the CLEC for clarification
- d = the number of LSRs that contain errors made by CLECs
- e = the number of LSRs that receive Z status

Report Structure

Provides the flow through percentage for each CLEC (by alias designation) submitting LSRs through the CLEC mechanized ordering process. The report provides the following:

- CLEC (by alias designation)
- Number of fatal rejects
- Mechanized interface used
- Total mechanized LSRs
- Total manual fallout
- Number of auto clarifications returned to CLEC
- Number of validated LSRs
- Number of BellSouth caused fallout
- Number of CLEC caused fallout
- Number of Service Orders Issued
- Base calculation
- CLEC error excluded calculation

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month • Total Number of LSRs Received, by Interface, by CLEC - TAG - EDI - LENS • Total Number of Errors by Type, by CLEC - Fatal Rejects - Auto Clarification - CLEC Errors • Total Number of Errors by Error Code • Total Fallout for Manual Processing	• Report Month • Total Number of Errors by Type - Bellsouth System Error

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark[a]
• Residence	• Benchmark: 95%

SQM Level of Disaggregation	Retail Analog/Benchmark[a]
• Business	• Benchmark: 90%
• UNE	• Benchmark: 85%
• LNP	• Benchmark: 85%

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

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark[a]
• Residence	• Benchmark: 95%
• Business	• Benchmark: 90%
• UNE	• Benchmark: 85%
• LNP	• Benchmark: 85%

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

O-5: Flow-Through Error Analysis

Definition

An analysis of each error type (by error code) that was experienced by the LSRs that did not flow through or reached a status for a FOC to be issued.

Exclusions

Each Error Analysis is error code specific, therefore exclusions are not applicable.

Business Rules

The CLEC mechanized ordering process includes all LSRs, including supplements (subsequent versions) which are submitted through one of the three gateway interfaces (TAG, EDI, and LENS), that flow through and reach a status for a FOC to be issued. The CLEC mechanized ordering process does not include LSRs which are submitted manually (for example, fax and courier).

Calculation

Total for each error type.

Report Structure

Provides an analysis of each error type (by error code). The report is in descending order by count of each error code and provides the following:

- Error Type (by error code)
- Count of each error type
- Percent of each error type
- Cumulative percent
- Error Description
- CLEC Caused Count of each error code
- Percent of aggregate by CLEC caused count
- Percent of CLEC caused count
- BellSouth Caused Count of each error code
- Percent of aggregate by BellSouth caused count
- Percent of BellSouth by BellSouth caused count.

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month • Total Number of LSRs Received • Total Number of Errors by Type (by error code) - CLEC Caused Error	• Report Month • Total Number of Errors by Type (by error code) - BellSouth System Error

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark
• Not Applicable	• Not Applicable

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

O-6: CLEC LSR Information

Definition

A list with the flow through activity of LSRs by CC, PON and Ver, issued by each CLEC during the report period.

Exclusions

- Fatal Rejects
- LSRs submitted manually

Business Rules

The CLEC mechanized ordering process includes all LSRs, including supplements (subsequent versions) which are submitted through one of the three gateway interfaces (TAG, EDI, and LENS), that flow through and reach a status for a FOC to be issued. The CLEC mechanized ordering process does not include LSRs which are submitted manually (for example, fax and courier).

Calculation

NA

Report Structure

Provides a list with the flow through activity of LSRs by CC, PON and Ver, issued by each CLEC during the report period with an explanation of the of the columns and content. This report is available on a CLEC specific basis. The report provides the following for each LSR.

- CC
- PON
- Ver
- Timestamp
- Type
- Err #
- Note or Error Description

Data Retained

Relating to CLEC Experience	Relating to BellSouth Experience
• Report Month • Record of LSRs Received by CC, PON and Ver • Record of Timestamp, Type, Err # and Note or Error Description for each LSR by CC, PON and Ver	• Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark
• Not Applicable	• Not Applicable

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

LSR Flow-Through Matrix

PRODUCT	F/T[3]	COM PLEX SERVICE	COM PLEX ORDER	PLANNED FALLOUT FOR MANUAL HANDLING[1]	EDI	TAG[2]	LENS[4]	COMMENTS
2 wire analog DID trunk port	No	UNE	Yes	NA	N	N	N	
2 wire analog port	Yes	UNE	No	No	Y	Y	N	
2 wire ISDN digital line side port	No	UNE	Yes	NA	N	N	N	
2 wire ISDN digital loop	Yes	UNE	Yes	No	Y	Y	N	
3 Way Calling	Yes	No	No	No	Y	Y	Y	
4 wire analog voice grade loop	Yes	UNE	Yes	No	Y	Y	N	
4 wire DS0 & PRI digital loop	No	UNE	Yes	NA	N	N	N	
4 wire DS1 & PRI digital loop	No	UNE	Yes	NA	N	N	N	
4 wire ISDN DS1 digital trunk ports	No	UNE	Yes	NA	N	N	N	
Accupulse	No	Yes	Yes	NA	N	N	N	
ADSL	Yes	UNE	No	No	Y	Y	N	
Area Plus	Yes	No	No	No	Y	Y	Y	
Basic Rate ISDN	No	Yes	Yes	Yes	Y	Y	N	
Call Block	Yes	No	No	No	Y	Y	Y	
Call Forwarding-Variable	Yes	No	No	No	Y	Y	Y	
Call Return	Yes	No	No	No	Y	Y	Y	
Call Selector	Yes	No	No	No	Y	Y	Y	
Call Tracing	Yes	No	No	No	Y	Y	Y	
Call Waiting	Yes	No	No	No	Y	Y	Y	
Call Waiting Deluxe	Yes	No	No	No	Y	Y	Y	
Caller ID	Yes	No	No	No	Y	Y	Y	
CENTREX	No	Yes	Yes	NA	N	N	N	
DID WITH PBX ACT W	No	Yes	Yes	Yes	Y	N	Y	
DID ACT W	No	Yes	Yes	Yes	Y	N	Y	
Digital Data Transport	No	UNE	Yes	NA	N	N	N	
Directory Listing Indentions	No	No	No	Yes	Y	Y	Y	
Directory Listings Captions	No	No	Yes	Yes	Y	Y	Y	
Directory Listings (simple)	Yes	No	No	No	Y	Y	Y	
DS3	No	UNE	Yes	NA	N	N	N	
DS1 Loop	Yes	UNE	Yes	No	Y	Y	N	

LSR Flow-Through Matrix

PRODUCT	F/T[3]	COM PLEX SERVICE	COM PLEX ORDER	PLANNED FALLOUT FOR MANUAL HANDLING[1]	EDI	TAG[2]	LENS[4]	COMMENTS
DSO Loop	Yes	UNE	Yes	No	Y	Y	N	
Enhanced Caller ID	Yes	No	No	No	Y	Y	Y	
ESSX	No	Yes	Yes	NA	N	N	N	
Flat Rate/Business	Yes	No	No	No	Y	Y	Y	
Flat Rate/Residence	Yes	No	No	No	Y	Y	Y	
FLEXSERV	No	Yes	Yes	NA	N	N	N	
Frame Relay	No	Yes	Yes	NA	N	N	N	
FX	No	Yes	Yes	NA	N	N	N	
Ga. Community Calling	Yes	No	No	No	Y	Y	Y	
HDSL	Yes	UNE	No	No	Y	Y	N	
Hunting MLH	No	C/S[4]	C/S	Yes	Y	Y	N	
Hunting Series Completion	Yes	C/S	C/S	No	Y	Y	Y	
INP to LNP Conversions	No	UNE	Yes	Yes	Y	Y	N	
LightGate	No	Yes	Yes	NA	N	N	N	
Line Sharing	Yes	UNE	No	No	Y	Y	N	
Local Number Portability	Yes	UNE	Yes	No	Y	Y	N	
LNP with Complex Listing	No	UNE	Yes	Yes	Y	Y	N	
LNP with Partial Migration	No	UNE	Yes	Yes	Y	Y	N	
LNP with Complex Services	No	UNE	Yes	Yes	Y	Y	N	
Loop+INP	Yes	UNE	No	No	Y	Y	N	
Loop+LNP	Yes	UNE	No	No	Y	Y	N	
Measured Rate/Bus.	Yes	No	No	No	Y	Y	Y	
Measured Rate/Res.	Yes	No	No	No	Y	Y	Y	
Megalink	No	Yes	Yes	NA	N	N	N	
Megalink-TI	No	Yes	Yes	NA	N	N	N	
Memory Call	Yes	No	No	No	Y	Y	Y	
Memory Call Ans. Svc.	Yes	No	No	No	Y	Y	Y	
Multiserv	No	Yes	Yes	NA	N	N	N	
Native Mode LAN Interconnection (NMLI)	No	Yes	Yes	NA	N	N	N	
Off-Prem Stations	No	Yes	Yes	NA	N	N	N	
Optional Calling Plan	Yes	No	No	No	Y	Y	Y	

O-7: Percent Rejected Service Requests

Definition

Percent Rejected Service Request is the percent of total Local Service Requests (LSRs) received which are rejected due to error or omission. An LSR is considered valid when it is submitted by the CLEC and passes edit checks to insure the data received is correctly formatted and complete.

Exclusions

- Service Requests canceled by the CLEC prior to being rejected/clarified.
- Scheduled OSS Maintenance

Business Rules

Fully Mechanized: An LSR is considered "rejected" when it is submitted electronically but does not pass LEO edit checks in the ordering systems (EDI, LENS, TAG, LEO, LESOG) and is returned to the CLEC without manual intervention. There are two types of "Rejects" in the Mechanized category:

A **Fatal Reject** occurs when a CLEC attempts to electronically submit an LSR but required fields are either not populated or incorrectly populated and the request is returned to the CLEC before it is considered a valid LSR.

Fatal rejects are reported in a separate column, and for informational purposes ONLY. Fatal rejects are excluded from the calculation of the percent of total LSRs rejected or the total number of rejected LSRs.

An **Auto Clarification** occurs when a valid LSR is electronically submitted but rejected from LESOG because it does not pass further edit checks for order accuracy.

Partially Mechanized: A valid LSR, which is electronically submitted (via EDI, LENS, TAG) but cannot be processed electronically and "falls out" for manual handling. It is then put into "clarification" and sent back (rejected) to the CLEC.

Total Mechanized: Combination of Fully Mechanized and Partially Mechanized LSRs electronically submitted by the CLEC.

Non-Mechanized: LSRs which are faxed or mailed to the LCSC for processing and "clarified" (rejected) back to the CLEC by the BellSouth service representative.

Interconnection Trunks: Interconnection Trunks are ordered on Access Service Requests (ASRs). ASRs are submitted to and processed by the Interconnection Purchasing Center (IPC). Trunk data is reported separately.

Calculation

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

- a = Total Number of Rejected Service Requests in the Reporting Period
- b = Total Number of Service Requests Received in the Reporting Period

Report Structure

- Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized
- CLEC Specific
- CLEC Aggregate
- Geographic Scope
  - State
  - Region
- Product Specific Percent Rejected
- Total Percent Rejected

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month • Total Number of LSRs • Total Number of Rejects • State and Region • Total Number of ASRs (Trunks)	• Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark
Mechanized, Partially Mechanized and Non-Mechanized • Resale - Residence • Resale - Business • Resale – Design (Special) • Resale PBX • Resale Centrex • Resale ISDN • LNP Standalone • INP Standalone • 2W Analog Loop Design • 2W Analog Loop Non-Design • 2W Analog Loop w/INP Design • 2W Analog Loop w/INP Non-Design • 2W Analog Loop w/LNP Design • 2W Analog Loop w/LNP Non-Design • UNE Loop + Port Combinations • Switch Ports • UNE Combination Other • UNE xDSL (ADSL, HDSL, UCL) • Line Sharing • UNE ISDN Loop • UNE Other Design • UNE Other Non-Design • Local Interoffice Transport • Local Interconnection Trunks	• Diagnostic

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

O-8: Reject Interval

Definition

Reject Interval is the average reject time from receipt of an LSR to the distribution of a Reject. An LSR is considered valid when it is submitted by the CLEC and passes edit checks to insure the data received is correctly formatted and complete.

Exclusions

- Service Requests canceled by CLEC prior to being rejected/clarified.
- Designated Holidays are excluded from the interval calculation.
- LSRs which are identified and classified as "Projects"
- The following hours for Partially mechanized and Non-mechanized LSRs are excluded from the interval calculation:

  Residence Resale Group – Monday through Saturday 7:00PM until 7:00AM
  From 7:00 PM Saturday until 7:00 AM Monday

  Business Resale, Complex, UNE Groups – Monday through Friday 6:00PM until 8:00AM
  From 6:00 PM Friday until 8:00 AM Monday.

  The hours excluded will be altered to reflect changes in the Center operating hours. The LCSC will accept faxed LSRs only during posted hours of operation.

  The interval will be the amount of time accrued from receipt of the LSR until normal closing of the center if an LSR is worked using overtime hours.

  In the case of a Partially Mechanized LSR received and worked after normal business hours, the interval will be set at one (1) minute.

- Scheduled OSS Maintenance

Business Rules

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

Partially Mechanized: The elapsed time from receipt of a valid electronically submitted LSR (date and time stamp in EDI, LENS or TAG) until it falls out for manual handling. The stop time on partially mechanized LSRs is when the LCSC Service Representative clarifies the LSR back to the CLEC via LENS, EDI, or TAG.

Total Mechanized: Combination of Fully Mechanized and Partially Mechanized LSRs which are electronically submitted by the CLEC.

Non-Mechanized: The elapsed time from receipt of a valid LSR (date and time stamp of FAX or date and time mailed LSR is received in the LCSC) until notice of the reject (clarification) is returned to the CLEC via LON.

Interconnection Trunks: Interconnection Trunks are ordered on Access Service Requests (ASRs). ASRs are submitted to and processed by the Local Interconnection Service Center (LISC). Trunk data is reported separately. All interconnection trunks are counted in the non-mechanized category.

Calculation

Reject Interval = (a - b)

- a = Date and Time of Service Request Rejection
- b = Date and Time of Service Request Receipt

Average Reject Interval = (c ÷ d)

- c = Sum of all Reject Intervals
- d = Number of Service Requests Rejected in Reporting Period

Report Structure

- CLEC Specific
- CLEC Aggregate

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark
• Resale – Residence • Resale – Business • Resale – Design (Special) • Resale PBX • Resale Centrex • Resale ISDN • LNP Standalone • INP Standalone • 2W Analog Loop Design • 2W Analog Loop Non-Design • 2W Analog Loop w/INP Design • 2W Analog Loop w/INP Non-Design • 2W Analog Loop w/LNP Design • 2W Analog Loop w/LNP Non-Design • UNE Loop + Port Combinations • Switch Ports • UNE Combination Other • UNE xDSL (ADSL, HDSL, UCL) • Line Sharing • UNE ISDN Loops • UNE Other Non-Design • Local Interoffice Transport • UNE Other Design	• Mechanized: - 97% within I Hour • Partially Mechanized: - 85% within 24 hours - 85% within 18 Hours (05/01/01) - 85% within 10 Hours (08/01/01) • Non-Mechanized: - 85% within 24 hours
• Local Interconnection Trunks	• Trunks: - 85% within 4 Days

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Fully Mechanized	• 97% ≤ 1 hour
• Partially Mechanized	• 85% within 24 hours • 85% within 18 hours (05/01/01) • 85% within 10 hours (08/01/01)
• Non-Mechanized	• 85% within 24 hours

O-9: Firm Order Confirmation Timeliness

Definition

Interval for Return of a Firm Order Confirmation (FOC Interval) is the average response time from receipt of valid LSR to distribution of a Firm Order Confirmation.

Exclusions

- Rejected LSRs
- Designated Holidays are excluded from the interval calculation.
- LSRs which are identified and classified as "Projects"
- The following hours for Partially Mechanized and Non-mechanized LSRs are excluded from the interval calculation:

  Residence Resale Group – Monday through Saturday 7:00PM until 7:00AM

  From 7:00 PM Saturday until 7:00 AM Monday.

  Business Resale, Complex, UNE Groups – Monday through Friday 6:00PM until 8:00AM

  From 6:00 PM Friday until 8:00 AM Monday.

  The hours excluded will be altered to reflect changes in the Center operating hours. The LCSC will accept faxed LSRs only during posted hours of operation.

  The interval will be the amount of time accrued from receipt of the LSR until normal closing of the center if an LSR is worked using overtime hours.

  In the case of a Partially Mechanized LSR received and worked after normal business hours, the interval will be set at one (1) minute.

- Scheduled OSS Maintenance

Business Rules

- **Fully Mechanized:** The elapsed time from receipt of a valid electronically submitted LSR (date and time stamp in EDI, LENS or TAG) until the LSR is processed, appropriate service orders are generated and a Firm Order Confirmation is returned to the CLEC via EDI, LENS or TAG.
- **Partially Mechanized:** The elapsed time from receipt of a valid electronically submitted LSR (date and time stamp in EDI, LENS, or TAG) which falls out for manual handling until appropriate service orders are issued by a BellSouth service representative via Direct Order Entry (DOE) or Service Order Negotiation Generation System (SONGS) to SOCS and a Firm Order Confirmation is returned to the CLEC via EDI, LENS, or TAG.
- **Total Mechanized:** Combination of Fully Mechanized and Partially Mechanized LSRs which are electronically submitted by the CLEC.
- **Non-Mechanized:** The elapsed time from receipt of a valid paper LSR (date and time stamp of FAX or date and time paper LSRs received in LCSC) until appropriate service orders are issued by a BellSouth service representative via Direct Order Entry (DOE) or Service Order Negotiation Generation System (SONGS) to SOCS and a Firm Order Confirmation is sent to the CLEC via LON.
- **Interconnection Trunks:** Interconnection Trunks are ordered on Access Service Requests (ASRs). ASRs are submitted to and processed by the Local Interconnection Service Center (LISC). Trunk data is reported separately.

Calculation

Firm Order Confirmation Interval = (a - b)

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

Average FOC Interval = (c ÷ d)

- c = Sum of all FOC Intervals
- d = Total Number of Service Requests Confirmed in Reporting Period

FOC Interval Distribution (for each interval) = (e ÷ f) X 100

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

Report Structure

- Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized
  - CLEC Specific
  - CLEC Aggregate
- Geographic Scope
  - State
  - Region
- Fully Mechanized:
  0 - ≤ 15 minutes
  >15 - ≤ 30 minutes
  >30 - ≤ 45 minutes
  >45 - ≤ 60 minutes
  >60 - ≤ 90 minutes
  >90 - ≤ 120 minutes
  >120 - ≤ 180 minutes
  0 - ≤ 3 hours
  >3 - ≤ 6 hours
  >6 - ≤ 12 hours
  >12 - ≤ 24 hours
  >24 - ≤ 48 hours
  >48 hours
- Partially Mechanized:
  0 - ≤ 4 hours
  >4 - ≤ 8 hours
  >8 - ≤ 10 hours
  0 - ≤ 10 hours
  >10 - ≤ 18 hours
  0 - ≤ 18 hours
  >18 - ≤ 24 hours
  0 - ≤ 24 hours
  >24 - ≤ 48 hours
  >48 hours
- Non-Mechanized
  0 - ≤ 4 hours
  >4 - ≤ 8 hours
  >8 - ≤ 12 hours
  >12 - ≤ 16 hours
  >16 - ≤ 20 hours
  >20 - ≤ 24 hours
  >24 - ≤ 36 hours
  0 - ≤ 36 hours
  >36 - ≤ 48 hours
  >48 hours
- Trunks:
  0 - ≤ 5 days
  >5 - ≤ 10 days
  0 - ≤ 10 days
  >10 - ≤ 15 days
  >15 - ≤ 20 days
  >20 days

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month • Interval for FOC • Total Number of LSRs • State and Region • Total Number of ASRs (Trunks)	• Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark
• Resale – Residence • Resale – Business • Resale – Design (Special) • Resale PBX • Resale Centrex • Resale ISDN • LNP Standalone • INP Standalone • 2W Analog Loop Design • 2W Analog Loop Non-Design • 2W Analog Loop w/INP Design • 2W Analog Loop w/INP Non-Design • 2W Analog Loop w/LNP Design • 2W Analog Loop w/LNP Non-Design • UNE Loop + Port Combinations • Switch Ports • UNE Combination Other • UNE xDSL (ADSL, HDSL, UCL) • Line Sharing • UNE ISDN Loops • UNE Other Design • UNE Other Non-Design • Local Interoffice Transport	• Mechanized: - 95% within 3 Hours • Partially Mechanized: - 85% within 24 hours - 85% within 18 Hours (05/01/01) - 85% within 10 Hours (08/01/01) • Non-Mechanized: - 85% within 36 hours
• Local Interconnection Trunks	• Trunks: - 95% within 10 days

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Fully Mechanized	• 95% within 3 hours
• Partially Mechanized	• 85% within 24 hours • 85% within 18 Hours (05/01/01) • 85% within 10 Hours (08/01/01)

SEEM Disaggregation	SEEM Analog/Benchmark
• Non-Mechanized	• 85% within 36 hours
• IC Trunks	• 95% within 10 days

O-10: Service Inquiry with LSR Firm Order Confirmation (FOC) Response Time Manual[1]

Definition

This report measures the interval and the percent within the interval from the submission of a Service Inquiry (SI) with Firm Order LSR to the distribution of a Firm Order Confirmation (FOC).

Exclusions

- Designated Holidays are excluded from the interval calculation.
- Weekend hours from 5:00PM Friday until 8:00AM Monday are excluded from the interval calculation of the Service Inquiry.
- Canceled Requests
- Electronically Submitted Requests
- Scheduled OSS Maintenance

Business Rules

This measurement combines four intervals:

1. From receipt of Service Inquiry with LSR to hand off to the Service Advocacy Center (SAC) for Loop 'Look-up'.
2. From SAC start date to SAC complete date.
3. From SAC complete date to the Complex Resale Support Group (CRSG) complete date with hand off to LCSC.
4. From receipt of SI/LSR in the LCSC to Firm Order Confirmation.

Calculation

FOC Timeliness Interval = (a - b)

- a = Date and Time Firm Order Confirmation (FOC) for SI with LSR returned to CLEC
- b = Date and Time SI with LSR received

Average Interval = (c ÷ d)

- c = Sum of all FOC Timeliness Intervals
- d = Total number of SIs with LSRs received in the reporting period

Percent Within Interval = (e ÷ f) X 100

- e = Total number of Service Inquiries with LSRs received by the CRSG to distribution of FOC by the Local Carrier Service Center (LCSC)
- f = Total number of Service Inquiries with LSRs received in the reporting period

Report Structure

- CLEC Aggregate
- CLEC Specific
- Geographic Scope
  - State
  - Region
- Intervals
  0 – ≤ 3 days
  >3 – ≤ 5 days
  0 – ≤ 5 days
  >5 – ≤ 7 days
  >7 – ≤ 10 days
  >10 – ≤ 15 days
  >15 days
- Average Interval measured in days

1. See O-9 for FOC Timeliness

Data Retained

Relating to CLEC Experience	Relating to BellSouth Experience
• Report Month • Total Number of Requests • SI Intervals • State and Region	• Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM LEVEL of Disaggregation	Retail Analog/Benchmark
• xDSL (includes UNE unbundled ADSL, HDSL and UNE Unbundled Copper Loops) • Unbundled Interoffice Transport	• 95% Returned within 5 Business days

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

O-11: Firm Order Confirmation and Reject Response Completeness

Definition

A response is expected from BellSouth for every Local Service Request transaction (version). More than one response or differing responses per transaction is not expected. Firm Order Confirmation and Reject Response Completeness is the corresponding number of Local Service Requests received to the combination of Firm Order Confirmation and Reject Responses.

Exclusions

- Service Requests canceled by the CLEC prior to FOC or Rejected/Clarified
- Non-Mechanized LSRs
- Scheduled OSS Maintenance

Business Rules

Mechanized – The number of FOCs or Auto Clarifications sent to the CLEC from LENS, EDI, TAG in response to electronically submitted LSRs (date and time stamp in LENS, EDI, TAG).

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

Total Mechanized – The number of the combination of Fully Mechanized and Partially Mechanized LSRs

Non-Mechanized – The number of FOCs or Rejects sent to the CLEC via FAX Server in response to manually submitted LSRs (date and time stamp in FAX Server).

Note: Manual (Non-Mechanized) LSRs have no version control by the very nature of the manual process, therefore, non-mechanized LSRs are not captured by this report.

For CLEC Results:

Firm Order Confirmation and Reject Response Completeness is determined in two dimensions:

Percent responses is determined by computing the number of Firm Order Confirmations and Rejects transmitted by BellSouth and dividing by the number of Local Service Requests (all versions) received in the reporting period.

Percent of multiple responses is determined by computing the number of Local Service Request unique versions receiving more than one Firm Order Confirmation, Reject or the combination of the two and dividing by the number of Local Service Requests (all versions) received in the reporting period.

Calculation

Single FOC/Reject Response Expected

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

- a = Total Number of Service Requests for which a Firm Order Confirmation or Reject is Sent
- b = Total Number of Service Requests Received in the Report Period

Multiple or Differing FOC / Reject Responses Not Expected

Response Completeness = $[(a + b) \div c] \times 100$

- a = Total Number of Firm Order Confirmations Per LSR Version
- b = Total Number of Reject Responses Per LSR Version
- c = Total Number of Service Requests (All Versions) Received in the Reporting Period

Report Structure

Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized

- State and Region
- CLEC Specific
- CLEC Aggregate
- BellSouth Specific

Data Retained

Relating to CLEC Experience	Relating to BellSouth Experience
Report Month • Reject Interval • Total Number of LSRs • Total Number of Rejects	• Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM LEVEL of Disaggregation	Retail Analog/Benchmark
• Resale Residence • Resale Business • Resale Design • Resale PBX • Resale Centrex • Resale ISDN • LNP Standalone • INP Standalone • 2W Analog Loop Design • 2W Analog Loop Non – Design • 2W Analog Loop w/ INP Design • 2W Analog Loop w/ INP Non – Design • 2W Analog Loop w/ LNP Design • 2W Analog Loop w/ LNP Non – Design • UNE Loop and Port Combinations • Switch Ports • UNE Combination Other • UNE xDSL (ADSL, HDSL, UCL) • Line Sharing • UNE ISDN Loops • UNE Other Design • UNE Other Non - Design • Local Interoffice Transport • Local Interconnection Trunks	• 95% Returned

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Fully Mechanized	• 95% Returned

O-12: Speed of Answer in Ordering Center

Definition

Measures the average time a customer is in queue.

Exclusions

None

Business Rules

The clock starts when the appropriate option is selected (i.e., 1 for Resale Consumer, 2 for Resale Multiline, and 3 for UNE-LNP, etc.) and the call enters the queue for that particular group in the LCSC. The clock stops when a BellSouth service representative in the LCSC answers the call. The speed of answer is determined by measuring and accumulating the elapsed time from the entry of a CLEC call into the BellSouth automatic call distributor (ACD) until a service representative in BellSouth's Local Carrier Service Center (LCSC) answers the CLEC call.

Calculation

Speed of Answer in Ordering Center = (a ÷ b)

- a = Total seconds in queue
- b = Total number of calls answered in the Reporting Period

Report Structure

Aggregate

- CLEC – Local Carrier Service Center
- BellSouth
  - Business Service Center
  - Residence Service Center

Note: Combination of Residence Service Center and Business Service Center data.

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Mechanized tracking through LCSC Automatic Call Distributor	• Mechanized tracking through BellSouth Retail center support system.

SQM Disaggregation - Analog/Benchmark

SQM LEVEL of Disaggregation	Retail Analog/Benchmark
Aggregate • CLEC – Local Carrier Service Center • BellSouth - Business Service Center - Residence Service Center	• Parity with Retail

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

O-13: LNP-Percent Rejected Service Requests

Definition

Percent Rejected Service Request is the percent of total Local Service Requests (LSRs) which are rejected due to error or omission. An LSR is considered valid when it is electronically submitted by the CLEC and passes LNP Gateway edit checks to insure the data received is correctly formatted and complete, i.e., fatal rejects are never accepted and, therefore, are not included.

Exclusions

- Service Requests canceled by the CLEC
- Scheduled OSS Maintenance

Business Rules

An LSR is considered "rejected" when it is submitted electronically but does not pass edit checks in the ordering systems (EDI, TAG, LNP Gateway, LAUTO) and is returned to the CLEC without manual intervention.

Fully Mechanized: There are two types of "Rejects" in the Fully Mechanized category:

A **Fatal Reject** occurs when a CLEC attempts to electronically submit an LSR (via EDI or TAG) but required fields are not populated correctly and the request is returned to the CLEC.

Fatal rejects are reported in a separate column, and for informational purposes ONLY. They are not considered in the calculation of the percent of total LSRs rejected or the total number of rejected LSRs.

An **Auto Clarification** is a valid LSR which is electronically submitted (via EDI or TAG), but is rejected from LAUTO because it does not pass further edit checks for order accuracy. Auto Clarifications are returned without manual intervention.

Partially Mechanized: A valid LSR which is electronically submitted (via EDI or TAG), but cannot be processed electronically due to a CLEC error and "falls out" for manual handling. It is then put into "clarification", and sent back (rejected) to the CLEC.

Total Mechanized: Combination of Fully Mechanized and Partially Mechanized rejects.

Non-Mechanized: A valid LSR which is faxed or mailed to the BellSouth LCSC.

Calculation

LNP-Percent Rejected Service Requests = (a ÷ b) X 100

- a = Number of Service Requests Rejected in the Reporting Period
- b = Number of Service Requests Received in the Reporting Period

Report Structure

- Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized
- CLEC Specific
- CLEC Aggregate

Data Retained

Relating to CLEC Experience	Relating to BellSouth Experience
• Not Applicable	• Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM LEVEL of Disaggregation	Retail Analog/Benchmark
• LNP • UNE Loop w/LNP	• Diagnostic

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

O-14: LNP-Reject Interval Distribution & Average Reject Interval

Definition

Reject Interval is the average reject time from receipt of an LSR to the distribution of a Reject. An LSR is considered valid when it is electronically submitted by the CLEC and passes LNP Gateway edit checks to insure the data received is correctly formatted and complete.

Exclusions

- Service Requests canceled by the CLEC
- Designated Holidays are excluded from the interval calculation.
- LSRs which are identified and classified as "Projects".
- The following hours for Partially mechanized and Non-mechanized LSRs are excluded from the interval calculation:

  Residence Resale Group – Monday through Saturday 7:00PM until 7:00AM
  From 7:00 PM Saturday until 7:00 AM Monday

  Business Resale, Complex, UNE Groups – Monday through Friday 6:00PM until 8:00AM
  From 6:00 PM Friday until 8:00 AM Monday.

  The hours excluded will be altered to reflect changes in the Center operating hours. The LCSC will accept faxed LSRs only during posted hours of operation.

  The interval will be the amount of time accrued from receipt of the LSR until normal closing of the center if an LSR is worked using overtime hours.

  In the case of a Partially Mechanized LSR received and worked after normal business hours, the interval will be set at one (1) minute.

- Scheduled OSS Maintenance

Business Rules

The Reject interval is determined for each rejected LSR processed during the reporting period. The Reject interval is the elapsed time from when BellSouth receives LSR until that LSR is rejected back to the CLEC. Elapsed time for each LSR is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of rejected LSRs to produce the reject interval distribution.

An LSR is considered "rejected" when it is submitted electronically but does not pass edit checks in the ordering systems (EDI, TAG, LNP Gateway, LAUTO) and is returned to the CLEC without manual intervention.

Fully Mechanized: There are two types of "Rejects" in the Fully Mechanized category:

A **Fatal Reject** occurs when a CLEC attempts to electronically submit an LSR but required fields are not populated correctly and the request is returned to the CLEC.

An **Auto Clarification** is a valid LSR which is electronically submitted (via EDI or TAG), but is rejected from LAUTO because it does not pass further edit checks for order accuracy. Auto Clarifications are returned without manual intervention.

Partially Mechanized: A valid LSR which electronically submitted (via EDI or TAG), but cannot be processed electronically due to a CLEC error and "falls out" for manual handling. It is then put into "clarification", and sent back to the CLEC.

Total Mechanized: Combination of Fully Mechanized and Partially Mechanized rejects.

Non-Mechanized: A valid LSR which is faxed or mailed to the BellSouth LCSC.

Calculation

Reject Interval = (a - b)

- a = Date & Time of Service Request Rejection
- b = Date & Time of Service Request Receipt

Average Reject Interval = (c ÷ d)

- c = Sum of all Reject Intervals
- d = Total Number of Service Requests Rejected in Reporting Period

Reject Interval Distribution = (e ÷ f) X 100

- e = Service Requests Rejected in reported interval
- f = Total Number of Service Requests Rejected in Reporting Period

Report Structure

Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized

- CLEC Specific
- CLEC Aggregate
- State, Region
- Fully Mechanized:
  0 - ≤ 4 minutes
  >4 - ≤ 8 minutes
  >8 - ≤ 12 minutes
  >12 - ≤ 60 minutes
  0 - ≤ 1 hour
  >1 - ≤ 4 hours
  >4 - ≤ 8 hours
  >8 - ≤ 12 hours
  >12 - ≤ 16 hours
  >16 - ≤ 20 hours
  >20 - ≤ 24 hours
  > 24 hours
- Partially Mechanized:
  0 - ≤ 1 hour
  >1 - ≤ 4 hours
  >4 - ≤ 8 hours
  >8 - ≤ 10 hours
  0 - ≤ 10 hours
  >10 - ≤ 18 hours
  0 - ≤ 18 hours
  >18 - ≤ 24 hours
  > 24 hours
- Non-Mechanized:
  0 - ≤ 1 hour
  >1 - ≤ 4 hours
  >4 - ≤ 8 hours
  >8 - ≤ 12 hours
  >12 - ≤ 16 hours
  >16 - ≤ 20 hours
  >20 - ≤ 24 hours
  0 - ≤ 24 hours
  >24 hours
- Average Interval in Days or Hours

Data Retained

Relating to CLEC Experience	Relating to BellSouth Experience
• Report Month • Reject Interval • Total Number of LSRs • Total number of Rejects • State and Region	• Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM LEVEL of Disaggregation	Retail Analog/Benchmark
• LNP • UNE Loop with LNP	• Mechanized: 97% within 1 Hour • Partially Mechanized: 85% within 24 Hours • Partially Mechanized: 85% within 18 Hours (05/01/01) • Partially Mechanized: 85% within 10 Hours (08/01/01) • Non-Mechanized: 85% within 24 Hours

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

O-15: LNP-Firm Order Confirmation Timeliness Interval Distribution & Firm Order Confirmation Average Interval

Definition

Interval for Return of a Firm Order Confirmation (FOC Interval) is the average response time from receipt of a valid LSR to distribution of a firm order confirmation.

Exclusions

- Rejected LSRs
- Designated Holidays are excluded from the interval calculation.
- LSRs which are identified and classified as "Projects".
- The following hours for Partially Mechanized and Non-mechanized LSRs are excluded from the interval calculation:

  Residence Resale Group – Monday through Saturday 7:00PM until 7:00AM

  From 7:00 PM Saturday until 7:00 AM Monday.

  Business Resale, Complex, UNE Groups – Monday through Friday 6:00PM until 8:00AM

  From 6:00 PM Friday until 8:00 AM Monday.

  The hours excluded will be altered to reflect changes in the Center operating hours. The LCSC will accept faxed LSRs only during posted hours of operation.

  The interval will be the amount of time accrued from receipt of the LSR until normal closing of the center if an LSR is worked using overtime hours.

  In the case of a Partially Mechanized LSR received and worked after normal business hours, the interval will be set at one (1) minute.

- Scheduled OSS Maintenance.

Business Rules

- **Fully Mechanized:** The elapsed time from receipt of a valid electronically submitted LSR (date and time stamp in EDI, LENS or TAG) until the LSR is processed, appropriate service orders are generated and a Firm Order Confirmation is returned to the CLEC via EDI, LENS or TAG.
- **Partially Mechanized:** The elapsed time from receipt of a valid electronically submitted LSR (date and time stamp in EDI, LENS, or TAG) which falls out for manual handling until appropriate service orders are issued by a BellSouth service representative via Direct Order Entry (DOE) or Service Order Negotiation Generation System (SONGS) to SOCS and a Firm Order Confirmation is returned to the CLEC via EDI, LENS, or TAG.
- **Total Mechanized:** Combination of Fully Mechanized and Partially Mechanized LSRs which are electronically submitted by the CLEC.
- **Non-Mechanized:** The elapsed time from receipt of a valid paper LSR (date and time stamp of FAX or date and time paper LSRs received in LCSC) until appropriate service orders are issued by a BellSouth service representative via Direct Order Entry (DOE) or Service Order Negotiation Generation System (SONGS) to SOCS and a Firm Order Confirmation is sent to the CLEC via LON.

Calculation

Firm Order Confirmation Interval = (a - b)

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

Average FOC Interval = (c ÷ d)

- c = Sum of all FOC Intervals
- d = Total Number of Service Requests Confirmed in Reporting Period

FOC Interval Distribution (for each interval) = (e ÷ f) X 100

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

Report Structure

Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized

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

Data Retained

Relating to CLEC Experience	Relating to BellSouth Experience
Report Month • Total Number of LSRs • Total Number of FOCs • State and Region	• Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM LEVEL of Disaggregation	Retail Analog/Benchmark
• LNP • UNE Loop with LNP	• Mechanized: 95% within 3 Hours • Partially Mechanized: 85% within 24 Hours • Partially Mechanized: 85% within 18 Hours (05/01/01) • Partially Mechanized: 85% within 10 Hours (08/01/01) • Non-Mechanized: 85% within 36 hours

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

Section 3: Provisioning

P-1: Mean Held Order Interval & Distribution Intervals

Definition

When delays occur in completing CLEC orders, the average period that CLEC orders are held for BellSouth reasons, pending a delayed completion, should be no worse for the CLEC when compared to BellSouth delayed orders. Calculation of the interval is the total days orders are held and pending but not completed that have passed the currently committed due date; divided by the total number of held orders. This report is based on orders still pending, held and past their committed due date at the close of the reporting period. The distribution interval is based on the number of orders held and pending but not completed over 15 and 90 days. (Orders reported in the >90 day interval are also included in the >15 day interval.)

Exclusions

- Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders, Test Orders, etc.)
- Disconnect (D) & From (F) orders
- Orders with appointment code of 'A' for Rural orders.

Business Rules

Mean Held Order Interval: This metric is computed at the close of each report period. The held order interval is established by first identifying all orders, at the close of the reporting interval, that both have not been reported as completed in SOCS and have passed the currently committed due date for the order. For each such order, the number of calendar days between the earliest committed due date on which BellSouth had a company missed appointment and the close of the reporting period is established and represents the held order interval for that particular order. The held order interval is accumulated by the standard groupings, unless otherwise noted, and the reason for the order being held. The total number of days accumulated in a category is then divided by the number of held orders within the same category to produce the mean held order interval. The interval is by calendar days with no exclusions for Holidays or Sundays.

CLEC Specific reporting is by type of held order (facilities, equipment, other), total number of orders held, and the total and average days.

Held Order Distribution Interval: This measure provides data to report total days held and identifies these in categories of >15 days and > 90 days. (Orders counted in >90 days are also included in > 15 days).

Calculation

Mean Held Order Interval = a ÷ b

- a = Sum of held-over-days for all Past Due Orders Held for the reporting period
- b = Number of Past Due Orders Held and Pending But Not Completed and past the committed due date

Held Order Distribution Interval (for each interval) = (c ÷ d) X 100

- c = # of Orders Held for ≥ 15 days or # of Orders Held for ≥ 90 days
- d = Total # of Past Due Orders Held and Pending But Not Completed)

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Circuit Breakout < 10, ≥ 10 (except trunks)

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report month • CLEC Order Number and PON (PON) • Order Submission Date (TICKET_ID) • Committed Due Date (DD) • Service Type (CLASS_SVC_DESC) • Hold Reason • Total line/circuit count • Geographic Scope **Note**: Code in parentheses is the corresponding header found in the raw data file.	• Report month • BellSouth Order Number • Order Submission Date • Committed Due Date • Service Type • Hold Reason • Total line/circuit count • Geographic Scope

SQM Disaggregation - Analog/Benchmark

SQM LEVEL of Disaggregation	SQM Retail Analog/Benchmark
• Resale Residence	• Retail Residence
• Resale Business	• Retail Business
• Resale Design	• Retail Design
• Resale PBX	• Retail PBX
• Resale Centrex	• Retail Centrex
• Resale ISDN	• Retail ISDN
• LNP (Standalone)	• Retail Residence and Business (POTS)
• INP (Standalone)	• Retail Residence and Business (POTS)
• 2W Analog Loop Design	• Retail Residence and Business Dispatch
• 2W Analog Loop-Non-Design	• Retail Residence and Business - POTS Excluding Switch-Based Orders
• 2W Analog Loop w/LNP - Design	• Retail Residence and Business Dispatch
• 2W Analog Loop w/LNP- Non-Design	• Retail Residence and Business - POTS Excluding Switch-Based Orders
• 2W Analog Loop w/INP-Design	• Retail Residence and Business Dispatch
• 2W Analog Loop w/INP-Non-Design	• Retail Residence and Business - POTS Excluding Switch-Based Orders
• UNE Digital Loop < DS1	• Retail Digital Loop < DS1
• UNE Digital Loop ≥ DS1	• Retail Digital Loop ≥ DS1
• UNE Loop + Port Combinations	• Retail Residence and Business
• UNE Switch Ports	• Retail Residence and Business (POTS)
• UNE Combo Other	• Retail Residence, Business and Design Dispatch
• UNE xDSL (HDSL, ADSL and UCL)	• ADSL Provided to Retail
• UNE ISDN	• Retail ISDN - BRI
• UNE Line Sharing	• ADSL Provided to Retail
• UNE Other Design	• Retail Design
• UNE Other Non-Design	• Retail Residence and Business
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice
• Local Interconnection Trunks	• Parity with Retail

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

P-2: Average Jeopardy Notice Interval & Percentage of Orders Given Jeopardy Notices

Definition

When BellSouth can determine in advance that a committed due date is in jeopardy for facility delay, it will provide advance notice to the CLEC.

The interval is from the date/time the notice is released to the CLEC/BellSouth systems until 5pm on the commitment date of the order. The Percent of Orders is the percentage of orders given jeopardy notices for facility delay in the count of orders confirmed in the report period.

Exclusions

- Orders held for CLEC end user reasons
- Disconnect (D) & From (F) orders
- Non-Dispatch Orders

Business Rules

When BellSouth can determine in advance that a committed due date is in jeopardy for facility delay, it will provide advance notice to the CLEC. The number of committed orders in a report period is the number of orders that have a due date in the reporting period. Jeopardy notices for interconnection trunks results are usually zero as these trunks seldom experience facility delays. The Committed due date is considered the Confirmed due date. This report measures dispatched orders only. If an order is originally sent as non-dispatch and it is determined there is a facility delay, the order is converted to a dispatch code so the facility problem can be corrected. It will remain coded dispatched until completion.

Calculation

Jeopardy Interval = a - b

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

Average Jeopardy Interval = c ÷ d

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

Percent of Orders Given Jeopardy Notice = (e ÷ f) X 100

- e = Number of Orders Given Jeopardy Notices in Reporting Period
- f = Number of Orders Confirmed (due) in Reporting Period)

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Dispatch Orders
- Mechanized Orders
- Non-Mechanized Orders

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month • CLEC Order Number and PON • Date and Time Jeopardy Notice Sent • Committed Due Date • Service Type **Note:** Code in parentheses is the corresponding header found in the raw data file.	• Report Month • BellSouth Order Number • Date and Time Jeopardy Notice Sent • Committed Due Date • Service Type

SQM Disaggregation - Analog/Benchmark

SQM LEVEL of Disaggregation	SQM Retail Analog/Benchmark:
% Orders Given Jeopardy Notice	
• Resale Residence	• Retail Residence
• Resale Business	• Retail Business
• Resale Design	• Retail Design
• Resale PBX	• Retail PBX
• Resale Centrex	• Retail Centrex
• Resale ISDN	• Retail ISDN
• LNP (Standalone)	• Retail Residence and Business (POTS)
• INP (Standalone)	• Retail Residence and Business (POTS)
• 2W Analog Loop Design	• Retail Residence and Business Dispatch
• 2W Analog Loop Non-Design	• Retail Residence and Business - (POTS Excluding Switch-Based Orders)
• 2W Analog Loop w/LNP Design	• Retail Residence and Business Dispatch
• 2W Analog Loop w/LNP Non-Design	• Retail Residence and Business - (POTS Excluding Switch-Based Orders)
• 2W Analog Loop w/INP Design	• Retail Residence and Business Dispatch
• 2W Analog Loop w/INP Non-Design	• Retail Residence and Business (POTS Excluding Switch-Based Orders)
• UNE Digital Loop < DS1	• Retail Digital Loop < DS1
• UNE Digital Loop ≥ DS1	• Retail Digital Loop ≥ DS1
• UNE Loop + Port Combinations	• Retail Business and Residence
• UNE Switch Ports	• Retail Residence and Business (POTS)
• UNE Combo Other	• Retail Residence, Business and Design Dispatch
• UNE xDSL (HDSL, ADSL and UCL)	• ADSL Provided to Retail
• UNE ISDN	• Retail ISDN BRI
• UNE Line Sharing	• ADSL Provided to Retail
• UNE Other Design	• Retail Design
• UNE Other Non -Design	• Retail Residence and Business
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice
• Local Interconnection Trunks	• Parity with Retail
• Average Jeopardy Notice Interval	• 95% ≥ 48 Hours

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

P-3: Percent Missed Installation Appointments

Definition

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

Exclusions

- Canceled Service Orders
- Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders Test Orders, etc.)
- Disconnect (D) & From (F) orders
- End User Misses on Local Interconnection Trunks

Business Rules

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

Calculation

Percent Missed Installation Appointments = (a ÷ b) X 100

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

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Report in Categories of <10 lines/circuits ≥ 10 lines/circuits (except trunks)
- Dispatch/No Dispatch

Report Explanation: The difference between End User MA and Total MA is the result of BellSouth caused misses. Here, Total MA is the total percent of orders missed either by BellSouth or CLEC end user. The End User MA represents the percentage of orders missed by the CLEC or their end user.

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month • CLEC Order Number and PON (PON) • Committed Due Date (DD) • Completion Date (CMPLTN DD) • Status Type • Status Notice Date • Standard Order Activity • Geographic Scope **Note:** Code in parentheses is the corresponding header found in the raw data file.	• Report Month • BellSouth Order Number • Committed Due Date (DD) • Completion Date (CMPLTN DD) • Status Type • Status Notice Date • Standard Order Activity • Geographic Scope

SQM Disaggregation - Analog/Benchmark

SQM LEVEL of Disaggregation	SQM Retail Analog/Benchmark
• Resale Residence	• Retail Residence
• Resale Business	• Retail Business
• Resale Design	• Retail Design
• Resale PBX	• Retail PBX
• Resale Centrex	• Retail Centrex
• Resale ISDN	• Retail ISDN
• LNP (Standalone)	• Retail Residence and Business (POTS)
• INP (Standalone)	• Retail Residence and Business (POTS)
• 2W Analog Loop Design	• Retail Residence and Business Dispatch
• 2W Analog Loop Non-Design - Dispatch - Non-Dispatch (Dispatch In)	• Retail Residence and Business - (POTS Excluding Switch-Based Orders) - Dispatch - Non-Dispatch (Dispatch In)
• 2W Analog Loop w/LNP Design	• Retail Residence and Business Dispatch
• 2W Analog Loop w/LNP Non-Design - Dispatch - Non-Dispatch (Dispatch In)	• Retail Residence and Business - (POTS Excluding Switch-Based Orders) - Dispatch - Non-Dispatch (Dispatch In)
• 2W Analog Loop w/INP Design	• Retail Residence and Business Dispatch
• 2W Analog Loop w/INP Non-Design - Dispatch - Non-Dispatch (Dispatch In)	• Retail Residence and Business (POTS Excluding Switch-Based Orders) - Dispatch - Non-Dispatch (Dispatch In)
• UNE Digital Loop < DS1	• Retail Digital Loop < DS1
• UNE Digital Loop ≥ DS1	• Retail Digital Loop ≥ DS1
• UNE Loop + Port Combinations - Dispatch Out - Non-Dispatch - Dispatch In - Switch-Based	• Retail Residence and Business - Dispatch Out - Non-Dispatch - Dispatch In - Switch-Based
• UNE Switch Ports	• Retail Residence and Business (POTS)
• UNE Combo Other - Dispatch - Non-Dispatch (Dispatch In)	• Retail Residence, Business and Design Dispatch (Including Dispatch Out and Dispatch In) - Dispatch - Non-Dispatch (Dispatch In)
• UNE xDSL (HDSL, ADSL and UCL)	• ADSL Provided to Retail
• UNE ISDN	• Retail ISDN - BRI
• UNE Line Sharing	• ADSL Provided to Retail
• UNE Other Design	• Retail Design
• UNE Other Non - Design	• Retail Residence and Business
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice
• Local Interconnection Trunks	• Parity with Retail

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X
	Tier III	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Resale POTS	• Retail Residence and Business (POTS)
• Resale Design	• Retail Design
• UNE Loop + Port Combinations	• Retail Residence and Business
• UNE Loops	• Retail Residence and Business Dispatch
• UNE xDSL	• ADSL Provided to Retail
• UNE Line Sharing	• ADSL Provided to Retail
• Local Interconnection Trunks	• Parity with Retail

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

Definition

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

Exclusions

- Canceled Service Orders
- Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders, Test Orders, etc.)
- Disconnect (D&F) orders (Except "D" orders associated with LNP Standalone)
- "L" Appointment coded orders (where the customer has requested a later than offered interval)

Business Rules

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

The interval breakout for UNE and Design is: 0-5 = 0-4.99, 5-10 = 5-9.99, 10-15 = 10-14.99, 15-20 = 15- 19.99, 20-25 = 20-24.99, 25-30 = 25-29.99, ≥ 30 = 30 and greater.

Calculation

Completion Interval = (a - b)

- a = Completion Date
- b = Order Issue Date

Average Completion Interval = (c ÷ d)

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

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

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

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Dispatch / No Dispatch categories applicable to all levels except trunks
- Residence & Business reported in day intervals = 0,1,3,4,5,5+
- UNE and Design reported in day intervals =0-5,5-10,10-15,15-20,20-25,25-30,≥ 30
- All Levels are reported <10 line/circuits; ≥ 10 line/circuits (except trunks)
- ISDN Orders included in Non-Design

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month • CLEC Company Name • Order Number (PON) • Application Date & Time (TICKET_ID) • Completion Date (CMPLTN_DT) • Service Type (CLASS_SVC_DESC) • Geographic Scope **Note:** Code in parentheses is the corresponding header found in the raw data file.	• Report Month • BellSouth Order Number • Application Date & Time • Order Completion Date & Time • Service Type • Geographic Scope

SQM Disaggregation - Analog/Benchmark

SQM LEVEL of Disaggregation	SQM Retail Analog/Benchmark
• Resale Residence	• Retail Residence
• Resale Business	• Retail Business
• Resale Design	• Retail Design
• Resale PBX	• Retail PBX
• Resale Centrex	• Retail Centrex
• Resale ISDN	• Retail ISDN
• LNP (Standalone)	• Retail Residence and Business (POTS)
• INP (Standalone)	• Retail Residence and Business (POTS)
• 2W Analog Loop Design	• Retail Residence and Business Dispatch
• 2W Analog Loop Non-Design - Dispatch - Non-Dispatch (Dispatch In)	• Retail Residence and Business - (POTS Excluding Switch-Based Orders) - Dispatch - Non-Dispatch (Dispatch In)
• 2W Analog Loop w/LNP Design	• Retail Residence and Business Dispatch
• 2W Analog Loop w/LNP Non-Design - Dispatch - Non-Dispatch (Dispatch In)	• Retail Residence and Business - (POTS Excluding Switch-Based Orders) - Dispatch - Non-Dispatch (Dispatch In)
• 2W Analog Loop w/INP Design	• Retail Residence and Business Dispatch
• 2W Analog Loop w/INP Non-Design - Dispatch - Non-Dispatch (Dispatch In)	• Retail Residence and Business - (POTS Excluding Switch-Based Orders) - Dispatch - Non-Dispatch (Dispatch In)
• UNE Digital Loop < DS1	• Retail Digital Loop < DS1
• UNE Digital Loop ≥ DS1	• Retail Digital Loop ≥ DS1
• UNE Loop + Port Combinations - Dispatch Out - Non-Dispatch - Dispatch In - Switch-Based	• Retail Residence and Business - Dispatch Out - Non-Dispatch - Dispatch In - Switch-Based
• UNE Switch Ports	• Retail Residence and Business (POTS)

SQM LEVEL of Disaggregation	SQM Retail Analog/Benchmark
• UNE Combo Other - Dispatch - Non-Dispatch (Dispatch In)	• Retail Residence, Business and Design Dispatch (Including Dispatch Out and Dispatch In) - Dispatch - Non-Dispatch (Dispatch In)
• UNE xDSL (HDSL, ADSL and UCL) without conditioning	• 7 Days
• UNE xDSL (HDSL, ADSL and UCL) with conditioning	• 14 Days
• UNE ISDN	• Retail ISDN BRI
• UNE Line Sharing	• ADSL Provided to Retail
• UNE Other Design	• Retail Design
• UNE Other Non-Design	• Retail Residence and Business
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice
• Local Interconnection Trunks	• Parity with Retail

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X
	Tier III	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Resale POTS	• Retail Residence and Business (POTS)
• Resale Design	• Retail Design
• UNE Loop + Port Combinations	• Retail Residence and Business
• UNE Loops	• Retail Residence and Business Dispatch
• UNE xDSL without conditioning	• 7 Days
• UNE xDSL with conditioning	• 14 Days
• UNE Line Sharing	• ADSL Provided to Retail
• Local Interconnection Trunks	• Parity with Retail

P-5: Average Completion Notice Interval

Definitions

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

Exclusions

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

Business Rules

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

The start time for all orders is the completion stamp either by the field technician or the 5PM due date stamp; the end time for mechanized orders is the time stamp the notice was transmitted to the CLEC interface (LENS, EDI, OR TAG). For non-mechanized orders the end timestamp will be timestamp of order update to C-SOTS system.

Calculation

Completion Notice Interval = (a - b)

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

Average Completion Notice Interval = c ÷ d

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

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Mechanized Orders
- Non-Mechanized Orders
- Reporting intervals in Hours; 0,1-2,2-4,4-8,8-12,12-24, ≥ 24 plus Overall Average Hour Interval (The categories are inclusive of these time intervals: 0-1 = 0.99; 1-2 =1-1.99; 2-4 = 2-3.99, etc.)
- Reported in categories of <10 line / circuits; ≥ 10 line/circuits (except trunks)

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month • CLEC Order Number (so_nbr) • Work Completion Date (cmpltn_dt) • Work Completion Time • Completion Notice Availability Date • Completion Notice Availability Time • Service Type • Geographic Scope **Note:** Code in parentheses is the corresponding header found in the raw data file.	• Report Month • BellSouth Order Number (so_nbr) • Work Completion Date (cmpltn_dt) • Work Completion Time • Completion Notice Availability Date • Completion Notice Availability Time • Service Type • Geographic Scope **NOTE:** Code in parentheses is the corresponding header found in the raw data file.

SQM Disaggregation - Analog/Benchmark

SQM LEVEL of Disaggregation	SQM Retail Analog/Benchmark
• Resale Residence	• Retail Residence
• Resale Business	• Retail Business
• Resale Design	• Retail Design
• Resale PBX	• Retail PBX
• Resale Centrex	• Retail Centrex
• Resale ISDN	• Retail ISDN
• LNP (Standalone)	• Retail Residence and Business (POTS)
• INP (Standalone)	• Retail Residence and Business (POTS)
• 2W Analog Loop Design	• Retail Residence and Business Dispatch
• 2W Analog Loop Non-Design - Dispatch - Non-Dispatch (Dispatch In)	• Retail Residence and Business - (POTS Excluding Switch-Based Orders) - Dispatch - Non-Dispatch (Dispatch In)
• 2W Analog Loop w/LNP Design	• Retail Residence and Business Dispatch
• 2W Analog Loop w/LNP Non-Design - Dispatch - Non-Dispatch (Dispatch In)	• Retail Residence and Business - (POTS Excluding Switch-Based Orders) - Dispatch - Non-Dispatch (Dispatch In)
• 2W Analog Loop w/INP Design	• Retail Residence and Business Dispatch
• 2W Analog Loop w/INP Non-Design - Dispatch - Non-Dispatch (Dispatch In)	• Retail Residence and Business (POTS Excluding Switch- Based Orders) - Dispatch - Non-Dispatch (Dispatch In)
• UNE Digital Loop < DS1	• Retail Digital Loop < DS1
• UNE Digital Loop ≥ DS1	• Retail Digital Loop ≥ DS1
• UNE Loop + Port Combinations - Dispatch Out - Non-Dispatch - Dispatch In - Switch-Based	• Retail Residence and Business - Dispatch Out - Non-Dispatch - Dispatch In - Switch-Based
• UNE Switch Ports	• Retail Residence and Business (POTS)

SQM LEVEL of Disaggregation	SQM Retail Analog/Benchmark
• UNE Combo Other - Dispatch - Non-Dispatch (Dispatch In)	• Retail Residence, Business and Design Dispatch (Including Dispatch Out and Dispatch In) - Dispatch - Non-Dispatch (Dispatch In)
• UNE xDSL (HDSL, ADSL and UCL)	• ADSL Provided to Retail
• UNE ISDN	• Retail ISDN BRI
• UNE Line Sharing	• ADSL Provided to Retail
• UNE Other Design	• Retail Design
• UNE Other Non-Design	• Retail Residence and Business
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice
• Local Interconnection Trunks	• Parity with Retail

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

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

Definition

This Report measures the interval from the FOC end timestamp on the LSR until 5:00 P.M. on the original committed due date of a service order. The purpose of this measure is to report if BellSouth is returning a FOC to the CLEC in time for the CLEC to notify their customer of the scheduled date.

Exclusions

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

Business Rules

For CLEC Results:

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

For BellSouth Results:

BellSouth does not provide a FOC to its retail customers.

Calculation

Percent Completions or Attempts without Notice or with Less Than 24 Hours Notice = (a ÷ b) X 100

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

Report Structure

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

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Committed Due Date (DD) • FOC End Timestamp • Report Month • CLEC Order Number and PON • Geographic Scope - State / Region	• Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM LEVEL of Disaggregation	Retail Analog/Benchmark
• Resale Residence • Resale Business • Resale Design • Resale PBX • Resale Centrex • Resale ISDN • LNP (Standalone) • INP (Standalone) • 2W Analog Loop Design • 2W Analog Loop-Non-Design • 2W Analog Loop w/LNP - Design • 2W Analog Loop w/LNP- Non-Design • 2W Analog Loop w/INP-Design • 2W Analog Loop w/INP-Non-Design • UNE Digital Loop < DS1 • UNE Digital Loop >=DS1 • UNE Loop + Port Combinations • UNE Switch ports • UNE Combo Other • UNE xDSL (HDSL, ADSL and UCL) • UNE ISDN • UNE Line Sharing • UNE Other Design • UNE Other Non -Design • Local Transport (Unbundled Interoffice Transport) • Local Interconnection Trunks	• Diagnostic

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

P-7: Coordinated Customer Conversions Interval

Definition

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

Exclusions

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

Business Rules

When the service order includes INP, the interval includes the total time for the cut over including the translation time to place the line back in service on the ported line. When the service order includes LNP, the interval only includes the total time for the cut over (the port of the number is controlled by the CLEC). The interval is calculated for the entire cut over time for the service order and then divided by items worked in that time to give the average per-item interval for each service order.

Calculation

Coordinated Customer Conversions Interval = (a - b)

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

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

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

Report Structure

- CLEC Specific
- CLEC Aggregate
- The interval breakout is 0-5 = 0-4.99, 5-15 = 5-14.99, ≥15 = 15 and greater, plus Overall Average Interval.

Data Retained

Relating to CLEC Experience	Relating to BellSouth Experience
• Report Month • CLEC Order Number • Committed Due Date (DD) • Service Type (CLASS_SVC_DESC) • Cut over Start Time • Cut over Completion Time • Portability Start and Completion Times (INP orders) • Total Conversions (Items) **Note:** Code in parentheses is the corresponding header found in the raw data file.	• No BellSouth Analog Exists

SQM Disaggregation - Analog/Benchmark

SQM LEVEL of Disaggregation	SQM Retail Analog/Benchmark
• Unbundled Loops with INP/LNP • Unbundled Loops without INP/LNP	• 95% ≤ 15 minutes

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Unbundled Loops	• 95% ≤ 15 minutes

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

Definition

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

Exclusions

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

Business Rules

This report measures whether BellSouth begins the cut over of an unbundled loop on a coordinated and/or a time specific order at the CLEC requested start time. The cut is considered on time if it starts 15 minutes before or after the requested start time. Using the scheduled time and the actual cut over start time, the measurement will calculate the percent within interval and the average interval. If a cut involves multiple lines, the cut will be considered "on time" if the first line is cut within the interval. ≤ 15 minutes includes intervals that began 15:00 minutes or less before the scheduled cut time and cuts that began 15 minutes or less after the scheduled cut time; >15 minutes, ≤30 minutes includes cuts within 15:00 – 30:00 minutes either prior to or after the scheduled cut time; >30 minutes includes cuts greater than 30:00 minutes either prior to or after the scheduled cut time.

Calculation

% within Interval = (a ÷ b) X 100

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

Interval = (c - d)

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

Average Interval = (e ÷ f)

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

Report Structure

- CLEC Specific
- CLEC Aggregate

  Reported in intervals of early, on time and late cuts %≤ 15 minutes; % >15 minutes, ≤30 minutes; % >30 minutes, plus Overall Average Interval

Data Retained

Relating to CLEC Experience	Relating to BellSouth Experience
• Report Month • CLEC Order Number (so_nbr) • Committed Due Date (DD) • Service Type (CLASS_SVC_DESC) • Cut over Scheduled Start Time • Cut over Actual Start Time • Total Conversions Orders **Note:** Code in parentheses is the corresponding header found in the raw data file.	• No BellSouth Analog exists

SQM Disaggregation - Analog/Benchmark

SQM LEVEL of Disaggregation	SQM Retail Analog/Benchmark
• Product Reporting Level - SL1 Time Specific - SL1 Non-Time Specific - SL2 Time Specific - SL2 Non-Time Specific	• 95% Within + or – 15 minutes of Scheduled Start Time

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
- UNE Loops	• 95% Within + or – 15 minutes of Scheduled Start time

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

Definition

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

Exclusions

- Cut overs where service outages are due to CLEC caused reasons
- Cut overs where service outages are due to end-user caused reasons

Business Rules

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

Calculation

Recovery Time = (a - b)

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

Average Recovery Time = (c ÷ d)

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

Report Structure

- CLEC Specific
- CLEC Aggregate

Data Retained

Relating to CLEC Experience	Relating to BellSouth Experience
• Report Month • CLEC Company Name • CLEC Order Number (so_nbr) • Committed Due Date (DD) • Service Type (CLASS_SVC_DESC) • CLEC Acceptance Conflict (CLEC_CONFLICT) • CLEC Conflict Resolved (CLEC_RESOLVE) • CLEC Conflict MFC (CLEC_CONFLICT_MFC) • Total Conversion Orders **Note:** Code in parentheses is the corresponding header found in the raw data file.	• None

SQM Disaggregation - Analog/Benchmark

SQM LEVEL of Disaggregation	Retail Analog/Benchmark
• Unbundled Loops with INP/LNP • Unbundled Loops without INP/LNP	• Diagnostic

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

P-7C: Hot Cut Conversions - % Provisioning Troubles Received Within 7 days of a completed Service Order

Definition

Percent Provisioning Troubles received within 7 days of a completed service order associated with a Coordinated and Non-Coordinated Customer Conversion. Measures the quality and accuracy of Hot Cut Conversion Activities.

Exclusions

- Any order canceled by the CLEC
- Troubles caused by Customer Provided Equipment

Business Rules

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

Calculation

% Provisioning Troubles within 7 days of service order completion = (a ÷ b) X 100

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

Report Structure

- CLEC Specific
- CLEC Aggregate
- Dispatch/Non-Dispatch

Data Retained

Relating to CLEC Experience	Relating to BellSouth Experience
• Report Month • CLEC Order Number (so_nbr) • PON • Order Submission Date (TICKET_ID) • Order Submission Time (TICKET_ID) • Status Type • Status Notice Date • Standard Order Activity • Geographic Scope • Total Conversion Circuits **Note:** Code in parentheses is the corresponding header found in the raw data file.	• No BellSouth Analog exists

SQM Disaggregation - Analog/Benchmark

SQM LEVEL of Disaggregation	SQM Retail Analog/Benchmark
• UNE Loop Design • UNE Loop Non-Design	• ≤ 5%

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• UNE Loops	• ≤ 5%

P-8: Cooperative Acceptance Testing - % of xDSL Loops Tested

Definition

The loop will be considered cooperatively tested when the BellSouth technician places a call to the CLEC representative to initiate cooperative testing and jointly performs the tests with the CLEC.

Exclusions

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

Business Rules

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

Calculation

Cooperative Acceptance Testing - % of xDSL Loops Tested = (a ÷ b) X 100

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

Report Structure

- CLEC Specific
- CLEC Aggregate
- Type of Loop tested

Data Retained

Relating to CLEC Experience	Relating to BellSouth Experience
• Report Month • CLEC Company Name (OCN) • CLEC Order Number (so_nbr) and PON (PON) • Committed Due Date (DD) • Service Type (CLASS_SVC_DESC) • Acceptance Testing Completed (ACCEPT_TESTING) • Acceptance Testing Declined (ACCEPT_TESTING) • Total xDSL Orders **Note**: Code in parentheses is the corresponding header found in the raw data file.	• No BellSouth analog exists

SQM Disaggregation - Analog/Benchmark

SQM LEVEL of Disaggregation:	Retail Analog/Benchmark:
• UNE xDSL - ADSL - HDSL - UCL - OTHER	• 95% of Lines Tested

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation:	SEEM Analog/Benchmark:
• UNE xDSL	• 95% of Lines Tested

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

Definition

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

Exclusions

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

Business Rules

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

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

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

Calculation

% Provisioning Troubles within 30 days of Service Order Activity = (a ÷ b) X 100

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

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Reported in categories of <10 line/circuits; ≥ 10 line/circuits (except trunks)
- Dispatch / No Dispatch (except trunks)

Data Retained

Relating to CLEC Experience	Relating to BellSouth Experience
• Report Month • CLEC Order Number and PON • Order Submission Date (TICKET_ID) • Order Submission Time (TICKET_ID) • Status Type • Status Notice Date • Standard Order Activity • Geographic Scope **Note:** Code in parentheses is the corresponding header found in the raw data file.	• Report Month • BellSouth Order Number • Order Submission Date • Order Submission Time • Status Type • Status Notice Date • Standard Order Activity • Geographic Scope

SQM Disaggregation - Analog/Benchmark

SQM LEVEL of Disaggregation	Retail Analog/Benchmark
• Resale Residence	• Retail Residence

SQM LEVEL of Disaggregation	Retail Analog/Benchmark
• Resale Business	• Retail business
• Resale Design	• Retail Design
• Resale PBX	• Retail PBX
• Resale Centrex	• Retail Centrex
• Resale ISDN	• Retail ISDN
• 2W Analog Loop Design	• Retail Residence and Business Dispatch
• 2W Analog Loop Non-Design - Dispatch - Non-Dispatch (Dispatch In)	• Retail Residence and Business - (POTS Excluding Switch-Based Orders) - Dispatch - Non-Dispatch (Dispatch In)
• 2W Analog Loop w/LNP Design	• Retail Residence and Business Dispatch
• 2W Analog Loop w/LNP Non-Design - Dispatch - Non-Dispatch (Dispatch In)	• Retail Residence and Business - (POTS Excluding Switch-Based Orders) - Dispatch - Non-Dispatch (Dispatch In)
• 2W Analog Loop w/INP Design	• Retail Residence and Business Dispatch
• 2W Analog Loop w/INP Non-Design - Dispatch - Non-Dispatch (Dispatch In)	• Retail Residence and Business (POTS - Excluding Switch-Based Orders) - Dispatch - Non-Dispatch (Dispatch In)
• UNE Digital Loop < DS1	• Retail Digital Loop < DS1
• UNE Digital Loop ≥ DS1	• Retail Digital Loop ≥ DS1
• UNE xDSL (HDSL, ADSL and UCL)	• ADSL provided to Retail
• UNE ISDN	• Retail ISDN BRI
• UNE Line Sharing	• ADSL Provided to Retail
• INP (Standalone)	• Retail Residence and Business (POTS)
• LNP (Standalone)	• Retail Residence and Business (POTS)
• UNE Loop + Port Combinations - Dispatch Out - Non-Dispatch - Dispatch In - Switch-Based	• Retail Residence and Business - Dispatch Out - Non-Dispatch - Dispatch In - Switch-Based
• UNE Switch Ports	• Retail Residence and Business (POTS)
• UNE Combo Other - Dispatch - Non-Dispatch (Dispatch In)	• Retail Residence, Business and Design Dispatch (Including Dispatch Out and Dispatch In) - Dispatch - Non-Dispatch (Dispatch In)
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice
• UNE Other Non -Design	• Retail Residence and Business
• UNE Other Design	• Retail Design
• Local Interconnection Trunks	• Parity with Retail

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Resale POTS	• Retail Residence and Business (POTS)
• Resale Design	• Retail Design
• UNE Loop + Port Combinations	• Retail Residence and Business
• UNE Loops	• Retail Residence and Business Dispatch
• UNE xDSL	• ADSL Provided to Retail
• UNE Line Sharing	• ADSL Provided to Retail
• Local Interconnection Trunks	• Parity with Retail

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

Definition

This report measures the total service order cycle time from receipt of a valid service order request to the return of a completion notice to the CLEC Interface.

Exclusions

- Canceled Service Orders
- Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders, Test Orders, etc.)
- D (Disconnect - Except "D" orders associated with LNP Standalone.) and F (From) orders. (From is disconnect side of a move order when the customer moves to a new address).
- "L" Appointment coded orders (where the customer has requested a later than offered interval)
- Orders with CLEC/Subscriber caused delays or CLEC/Subscriber requested due date changes.

Business Rules

The interval is determined for each order processed during the reporting period. This measurement combines three reports: FOC Timeliness, Average Order Completion Interval and Average Completion Notice Interval. For UNE XDSL Loop, this measurement combines Service Inquiry Interval (SI), FOC Timeliness, Average Completion Interval, and Average Completion Notice Interval.

This interval starts with the receipt of a valid service order request and stops when a completion notice is sent to the CLEC Interface (LENS, TAG OR EDI) and the BellSouth Legacy Systems. Elapsed time for each order is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of orders completed. Orders that are worked on zero due dates are calculated with a .33 day interval (8 hours) in order to report a portion of a day interval. These orders are issued and worked/completed on same day. They can be either flow through orders (no field work-non-dispatched) or field orders (dispatched).

Reporting is by Fully Mechanized, Partially Mechanized and Non-Mechanized receipt of LSRs.

Calculation

Total Service Order Cycle Time = (a - b)

- a = Service Order Completion Notice Date
- b = Service Request Receipt Date

Average Total Service Order Cycle Time = (c ÷ d)

- c = Sum of all Total Service Order Cycle Times
- d = Total Number Service Orders Completed in Reporting Period

Total Service Order Cycle Time Interval Distribution (for each interval) = (e ÷ f) X 100

- e = Total Number of Service Requests Completed in "X" minutes/hours
- f = Total Number of Service Requests Received in Reporting Period

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Fully Mechanized; Partially Mechanized; Non-Mechanized
- Report in categories of <10 line/circuits; ≥ 10 line/circuits (except trunks)
- Dispatch / No Dispatch categories applicable to all levels except trunks
- Intervals 0-5, 5-10, 10-15, 15-20, 20-25, 25-30, ≥ 30 Days. The interval breakout is: 0-5 = 0-4.99, 5-10 = 5-9.99, 10-15 = 10-14.99, 15-20 = 15-19.99, 20-25 = 20-24.99, 25-30 = 25-29.99, ≥ 30 = 30 and greater.

Data Retained

Relating to CLEC Experience	Relating to BellSouth Experience
• Report Month • Interval for FOC • CLEC Company Name (OCN) • Order Number (PON) • Submission Date & Time (TICKET_ID) • Completion Date (CMPLTN_DT) • Completion Notice Date and Time • Service Type (CLASS_SVC_DESC) • Geographic Scope **Note:** Code in parentheses is the corresponding header found in the raw data file	• Report Month • BellSouth Order Number • Order Submission Date & Time • Order Completion Date & Time • Service Type • Geographic Scope

SQM Disaggregation - Analog/Benchmark

SQM LEVEL of Disaggregation	Retail Analog/Benchmark
• Resale Residence • Resale Business • Resale Design • Resale PBX • Resale Centrex • Resale ISDN • LNP (Standalone) • INP (Standalone) • 2W Analog Loop Design • 2W Analog Loop Non-Design • 2W Analog Loop w/LNP Design • 2W Analog Loop w/LNP Non-Design • UNE Switch Ports • UNE Loop + Port Combinations • UNE Combo Other • UNE xDSL (HDSL, ADSL and UCL) • UNE ISDN • UNE Line Sharing • UNE Other Design • UNE Other Non -Design • UNE Digital Loops < DS1 • UNE Digital Loops ≥ DS1 • Local Transport (Unbundled Interoffice Trans port) • Local Interconnection Trunks	• Diagnostic

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

P-11: Service Order Accuracy

Definition

The "service order accuracy" measurement measures the accuracy and completeness of a sample of BellSouth service orders by comparing what was ordered and what was completed.

Exclusions

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

Business Rules

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

Calculation

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

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

Report Structure

- CLEC Aggregate
- Reported in categories of <10 line/circuits; > = 10 line/circuits
- Dispatch / No Dispatch

Data Retained

Relating to CLEC Experience	Relating to BellSouth Experience
• Report Month • CLEC Order Number and PON • Local Service Request (LSR) • Order Submission Date • Committed Due Date • Service Type • Standard Order Activity	• No BellSouth Analog Exist

SQM Disaggregation - Analog/Benchmark

SQM LEVEL of Disaggregation	Retail Analog/Benchmark:
• Resale Residence • Resale Business • Resale Design (Specials) • UNE Specials (Design) • UNE (Non-Design) • Local Interconnection Trunks	• 95% Accurate

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation:	SEEM Analog/Benchmark:
• Not Applicable	• Not Applicable

P-12: LNP-Percent Missed Installation Appointments

Definition

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

Exclusions

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

Business Rules

Percent Missed Installation Appointments (PMI) is the percentage of total orders processed for which BellSouth is unable to complete the service orders on the committed due dates. Missed Appointments caused by end-user reasons will be included and reported in a separate category. The first commitment date on the service order that is a missed appointment is the missed appointment code used for calculation whether it is a BellSouth missed appointment or an End User missed appointment. The "due date" is any time on the confirmed due date, which means there cannot be a cutoff time for commitments as certain types of orders are requested to be worked after standard business hours.

Calculation

LNP Percent Missed Installation Appointments = (a ÷ b) X 100

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

Report Structure

- CLEC Specific
- CLEC Aggregate
- Geographic Scope
  - State/Region
- Report in Categories of <10 lines/circuits ≥ 10 lines/circuits (except trunks)

Report explanation: Total Missed Appointments is the total percent of orders missed either by BellSouth or the CLEC end user. End User MA represents the percentage of orders missed by the CLEC end user. The difference between End User Missed Appointments and Total Missed Appointments is the result of BellSouth caused misses.

Data Retained

Relating to CLEC Experience	Relating to BellSouth Experience
• Report Month • CLEC Order Number and PON (PON) • Committed Due Date (DD) • Completion Date (CMPLTN DD) • Status Type • Status Notice Date • Standard Order Activity • Geographic Scope **Note:** Code in parentheses is the corresponding header found in the raw data file.	• Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM LEVEL of Disaggregation	SQM Retail Analog/Benchmark
• LNP	• Retail Residence and Business (POTS)

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• LNP	• 95% Due Dates Met[a]

[a]Due to data structure issues, BellSouth is using a benchmark comparison for SEEM rather than the Truncated Z as stated in the Order.

P-13: LNP-Average Disconnect Timeliness Interval & Disconnect Timeliness Interval Distribution

Definition

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

Exclusions

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

Business Rules

The Disconnect Timeliness interval is determined for each telephone number ported associated with a disconnect service order processed on an LSR during the reporting period. The Disconnect Timeliness interval is the elapsed time from when BellSouth receives a valid 'Number Ported' message in ESI Number Manager (signifying the CLEC 'Activate') for each telephone number ported until each telephone number on the service order is disconnected in the Central Office switch. Elapsed time for each ported telephone number is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the total number of selected telephone numbers disconnected in the reporting period.

Calculation

Disconnect Timeliness Interval = (a - b)

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

Average Disconnect Timeliness Interval = (c ÷ d)

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

Disconnect Timeliness Interval Distribution (for each interval) = (e ÷ f) X 100

- e = Disconnected numbers completed in "X" days
- f = Total disconnect numbers completed in reporting period

Report Structure

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

Data Retained

Relating to CLEC Experience	Relating to BellSouth Experience
• Order Number • Telephone Number / Circuit Number • Committed Due Date • Receipt Date / Time (ESI Number Manager) • Date/Time of Recent Change Notice	• Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM LEVEL of Disaggregation:	SQM Retail Analog/Benchmark:
• LNP	• 95% within 15 Minutes

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• LNP Standalone	• 95% within 15 Minutes

P-14: LNP-Total Service Order Cycle Time (TSOCT)

Definition

Total Service Order Cycle Time measures the interval from receipt of a valid service order request to the completion of the final service order associated with that service request.

Exclusions

- Canceled Service Orders
- Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders, Test Orders, etc.) where identifiable
- "L" appointment coded orders (indicating the customer has requested a later than offered interval)
- "S" missed appointment coded orders (indicating subscriber missed appointments), except for "SP" codes (indicating subscriber prior due date requested). This would include "S" codes assigned to subsequent due date changes.

Business Rules

The interval is determined for each order processed during the reporting period. This measurement combines three reports: FOC Timeliness, Average Order Completion Interval and Average Completion Notice Interval.

This interval starts with the receipt of a valid service order request and stops when a completion notice is sent to the CLEC Interface (LENS, TAG OR EDI). Elapsed time for each order is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of orders completed. Orders that are worked on zero due dates are calculated with a .33 day interval (8 hours) in order to report a portion of a day interval. These orders are issued and worked/completed on the same day.

Reporting is by Fully Mechanized, Partially Mechanized and Non-Mechanized receipt of LSRs.

Calculation

Total Service Order Cycle Time = (a - b)

- a = Service Order Completion Notice Date
- b = Service Request Receipt Date

Average Total Service Order Cycle Time = (c ÷ d)

- c = Sum of all Total Service Order Cycle Times
- d = Total Number Service Orders Completed in Reporting Period

Total Service Order Cycle Time Interval Distribution (for each interval) = (e ÷ f) X 100

- e = Total Number of Service Orders Completed in "X" minutes/hours
- f = Total Number of Service Orders Received in Reporting Period

Report Structure

- CLEC Specific
- CLEC Aggregate
- Fully Mechanized; Partially Mechanized; Non-Mechanized
- Report in categories of <10 lines/circuits; ≥lines/circuits (except trunks)
- Intervals 0-5, 5-10, 10-15, 15-20, 20-25, 25-30, ≥ 30 Days. The interval breakout is: 0-5 = 0-4.99, 5-10 = 5-9.99, 10-15 = 10-14.99, 15-20 = 15-19.99, 20-25 = 20-24.99, 25-30 = 25-29.99, ≥ 30 = 30 and greater.

Data Retained

Relating to CLEC Experience	Relating to BellSouth Experience
• Report Month • Interval for FOC • CLEC Company Name (OCN) • Order Number (PON) • Submission Date & Time (TICKET_ID) • Completion Date (CMPLTN_DT) • Completion Notice Date and Time • Service Type (CLASS_SVC_DESC) • Geographic Scope **Note:** Code in parentheses is the corresponding header found in the raw data file	• Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark
• LNP	• Diagnostic

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

Section 4: Maintenance & Repair

M&R-1: Missed Repair Appointments

Definition

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

Exclusions

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

Business Rules

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

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

Calculation

Percentage of Missed Repair Appointments = (a ÷ b) X 100

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

Report Structure

- Dispatch / Non-Dispatch
- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report month • CLEC Company Name • Submission Date & Time (TICKET_ID) • Completion Date (CMPLTN_DT) • Service Type (CLASS_SVC_DESC) • Disposition and Cause (CAUSE_CD & CAUSE_DESC) • Geographic Scope **Note:** Code in parentheses is the corresponding header found in the raw data file.	• Report month • BellSouth Company Code • Submission Date & Time • Completion Date • Service Type • Disposition and Cause (Non-Design /Non-Special Only) • Trouble Code (Design and Trunking Services) • Geographic Scope

SQM Disaggregation - Retail Analog/Benchmark

SQM Level of Disaggregation	SQM Retail Analog/Benchmark
• Resale Residence	• Retail Residence
• Resale Business	• Retail business
• Resale Design	• Retail Design
• Resale PBX	• Retail PBX
• Resale Centrex	• Retail Centrex
• Resale ISDN	• Retail ISDN
• LNP (Standalone) (Not Available in Maintenance)	• Not Applicable
• 2W Analog Loop Design	• Retail Residence & Business Dispatch
• 2W Analog Loop Non – Design	• Retail Residence & Business (POTS) (Exclusion of Switch-Based Feature Troubles)
• UNE Loop + Port Combinations	• Retail Residence & Business
• UNE Switch Ports	• Retail Residence & Business (POTS)
• UNE Combo Other	• Retail Residence, Business and Design Dispatch
• UNE xDSL (HDSL, ADSL and UCL)	• ADSL Provided to Retail
• UNE ISDN	• Retail ISDN – BRI
• UNE Line Sharing	• ADSL Provided to Retail
• UNE Other Design	• Retail Design
• UNE Other Non – Design	• Retail Residence & Business
• Local Interconnection Trunks	• Parity with Retail
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X
	Tier III	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Resale POTS	• Retail Residence and Business (POTS)
• Resale Design	• Retail Design
• UNE Loop + Port Combinations	• Retail Residence and Business
• UNE Loops	• Retail Residence and Business Dispatch
• UNE xDSL	• ADSL Provided to Retail
• UNE Line Sharing	• ADSL Provided to Retail
• Local Interconnection Trunks	• Parity with Retail

M&R-2: Customer Trouble Report Rate

Definition

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

Exclusions

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

Business Rules

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

Calculation

Customer Trouble Report Rate = (a ÷ b) X 100

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

Report Structure

- Dispatch / Non-Dispatch
- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month • CLEC Company Name • Ticket Submission Date & Time (TICKET_ID) • Ticket Completion Date (CMPLTN_DT) • Service Type (CLASS_SVC_DESC) • Disposition and Cause (CAUSE_CD & CAUSE_DESC) • # Service Access Lines in Service at the end of period • Geographic Scope Note: Code in parentheses is the corresponding header found in the raw data file.	• Report Month • BellSouth Company Code • Ticket Submission Date & Time • Ticket Completion Date • Service Type • Disposition and Cause (Non-Design /Non-Special Only) • Trouble Code (Design and Trunking Services) • # Service Access Lines in Service at the end of period • Geographic Scope

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Resale Residence	• Retail Residence
• Resale Business	• Retail Business
• Resale Design	• Retail Design
• Resale PBX	• Retail PBX
• Resale Centrex	• Retail Centrex
• Resale ISDN	• Retail ISDN
• LNP (Standalone) (Not Available in Maintenance)	• Not Applicable

SQM Level of Disaggregation	SQM Analog/Benchmark
• 2W Analog Loop Design	• Retail Residence & Business Dispatch
• 2W Analog Loop Non – Design	• Retail Residence & Business (POTS) (Exclusion of Switch-Based Feature Troubles)
• UNE Loop + Port Combinations	• Retail Residence & Business
• UNE Switch Ports	• Retail Residence & Business (POTS)
• UNE Combo Other	• Retail Residence, Business and Design Dispatch
• UNE xDSL (HDSL, ADSL and UCL)	• ADSL Provided to Retail
• UNE ISDN	• Retail ISDN – BRI
• UNE Line Sharing	• ADSL Provided to Retail
• UNE Other Design	• Retail Design
• UNE Other Non – Design	• Retail Residence & Business
• Local Interconnection Trunks	• Parity with Retail
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Resale POTS	• Retail Residence and Business (POTS)
• Resale Design	• Retail Design
• UNE Loop + Port Combinations	• Retail Residence and Business
• UNE Loops	• Retail Residence and Business Dispatch
• UNE xDSL	• ADSL Provided to Retail
• UNE Line Sharing	• ADSL Provided to Retail
• Local Interconnection Trunks	• Parity with Retail

M&R-3: Maintenance Average Duration

Definition

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

Exclusions

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

Business Rules

For Average Duration the clock starts on the date and time of the receipt of a correct repair request. The clock stops on the date and time the service is restored and the BellSouth or CLEC customer is notified (when the technician completes the trouble ticket on his/her CAT or work systems).

Calculation

Maintenance Duration = (a - b)

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

Average Maintenance Duration = (c ÷ d)

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

Report Structure

- Dispatch / Non-Dispatch
- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate

Data Retained

Relating to CLEC Experience:	Relating to BellSouth Performance:
• Report Month • Total Tickets (LINE_NBR) • CLEC Company Name • Ticket Submission Date & Time (TICKET_ID) • Ticket Completion Date (CMPLTN_DT) • Service Type (CLASS_SVC_DESC) • Disposition and Cause (CAUSE_CD & CAUSE_DESC) • Geographic Scope Note: Code in parentheses is the corresponding header found in the raw data file.	• Report Month • Total Tickets • BellSouth Company Code • Ticket Submission Date • Ticket Submission Time • Ticket Completion Date • Ticket Completion Time • Total Duration Time • Service Type • Disposition and Cause (Non-Design /Non-Special Only) • Trouble Code (Design and Trunking Services) • Geographic Scope

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Resale Residence	• Retail Residence
• Resale Business	• Retail Business

SQM Level of Disaggregation	SQM Analog/Benchmark
• Resale Design	• Retail Design
• Resale PBX	• Retail PBX
• Resale Centrex	• Retail Centrex
• Resale ISDN	• Retail ISDN
• LNP (Standalone) (Not Available in Maintenance)	• Not Applicable
• 2W Analog Loop Design	• Retail Residence & Business Dispatch
• 2W Analog Loop Non – Design	• Retail Residence & Business (POTS) (Exclusion of Switch-Based Feature Troubles)
• UNE Loop + Port Combinations	• Retail Residence & Business
• UNE Switch Ports	• Retail Residence & Business (POTS)
• UNE Combo Other	• Retail Residence, Business and Design Dispatch
• UNE xDSL (HDSL, ADSL and UCL)	• ADSL Provided to Retail
• UNE ISDN	• Retail ISDN – BRI
• UNE Line Sharing	• ADSL Provided to Retail
• UNE Other Design	• Retail Design
• UNE Other Non – Design	• Retail Residence & Business
• Local Interconnection Trunks	• Parity with Retail
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Resale POTS	• Retail Residence and Business (POTS)
• Resale Design	• Retail Design
• UNE Loop + Port Combinations	• Retail Residence and Business
• UNE Loops	• Retail Residence and Business Dispatch
• UNE xDSL	• ADSL Provided to Retail
• UNE Line Sharing	• ADSL Provided to Retail
• Local Interconnection Trunks	• Parity with Retail

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

Definition

Closed trouble reports on the same line/circuit as a previous trouble report received within 30 calendar days as a percent of total troubles closed reported

Exclusions

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

Business Rules

Includes Customer trouble reports received within 30 days of an original Customer trouble report

Calculation

Percent Repeat Troubles within 30 Days = (a ÷ b) X 100

- a = Count of closed Customer Troubles where more than one trouble report was logged for the same service line within a continuous 30 days
- b = Total Trouble Reports Closed in Reporting Period

Report Structure

- Dispatch / Non-Dispatch
- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month • Total Tickets (LINE_NBR) • CLEC Company Name • Ticket Submission Date & Time (TICKET_ID) • Ticket Completion Date (CMPLTN_DT) • Total and Percent Repeat Trouble Reports within 30 Days (TOT_REPEAT) • Service Type • Disposition and Cause (CAUSE_CD & CAUSE_DESC) • Geographic Scope **Note**: Code in parentheses is the corresponding header found in the raw data file.	• Report Month • Total Tickets • BellSouth Company Code • Ticket Submission Date • Ticket Submission Time • Ticket Completion Date • Ticket Completion Time • Total and Percent Repeat Trouble Reports within 30 Days • Service Type • Disposition and Cause (Non-Design /Non-Special Only) • Trouble Code (Design and Trunking Services) • Geographic Scope

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Resale Residence	• Retail Residence
• Resale Business	• Retail Business
• Resale Design	• Retail Design
• Resale PBX	• Retail PBX
• Resale Centrex	• Retail Centrex

SQM Level of Disaggregation	SQM Analog/Benchmark
• Resale ISDN	• Retail ISDN
• LNP (Standalone) (Not Available in Maintenance)	• Not Applicable
• 2W Analog Loop Design	• Retail Residence & Business Dispatch
• 2W Analog Loop Non – Design	• Retail Residence & Business (POTS) (Exclusion of Switch-Based Feature Troubles)
• UNE Loop + Port Combinations	• Retail Residence & Business
• UNE Switch Ports	• Retail Residence and Business (POTS)
• UNE Combo Other	• Retail Residence, Business & Design Dispatch
• UNE xDSL (HDSL, ADSL and UCL)	• ADSL Provided to Retail
• UNE ISDN	• Retail ISDN – BRI
• UNE Line Sharing	• ADSL Provided to Retail
• UNE Other Design	• Retail Design
• UNE Other Non – Design	• Retail Residence & Business
• Local Interconnection Trunks	• Parity with Retail
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Resale POTS	• Retail Residence and Business (POTS)
• Resale Design	• Retail Design
• UNE Loop + Port Combinations	• Retail Residence and Business
• UNE Loops	• Retail Residence and Business Dispatch
• UNE xDSL	• ADSL Provided to Retail
• UNE Line Sharing	• ADSL Provided to Retail
• Local Interconnection Trunks	• Parity with Retail

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

Definition

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

Exclusions

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

Business Rules

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

Calculation

Out of Service (OOS) > 24 hours = (a ÷ b) X 100

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

Report Structure

- Dispatch / Non - Dispatch
- CLEC Specific
- BellSouth Aggregate
- CLEC Aggregate

Data Retained

Relating to CLEC Experience	Relating to BellSouth Experience
• Report Month • Total Tickets • CLEC Company Name • Ticket Submission Date & Time (TICKET_ID) • Ticket Completion Date (CMPLTN_DT • Percentage of Customer Troubles out of • Service > 24 Hours (OOS>24_FLAG) • Service type (CLASS_SVC_DESC) • Disposition and Cause (CAUSE_CD & CAUSE-DESC) • Geographic Scope **Note:** Code in parentheses is the corresponding header found in the raw data file.	• Report Month • Total Tickets • BellSouth Company Code • Ticket Submission Date • Ticket Submission time • Ticket Completion Date • Ticket Completion Time • Percent of Customer Troubles out of Service > 24 Hours • Service type • Disposition and Cause (Non-Design/Non-Special only) • Trouble Code (Design and Trunking Services) • Geographic Scope

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Resale Residence	• Retail Residence
• Resale Business	• Retail Business
• Resale Design	• Retail Design
• Resale PBX	• Retail PBX
• Resale Centrex	• Retail Centrex

SQM Level of Disaggregation	SQM Analog/Benchmark
• Resale ISDN	• Retail ISDN
• LNP (Standalone) (Not Available in Maintenance)	• Not Applicable
• 2W Analog Loop Design	• Retail Residence & Business Dispatch
• 2W Analog Loop Non – Design	• Retail Residence & Business (POTS) (Exclusion of Switch-Based Feature Troubles)
• UNE Loop + Port Combinations	• Retail Residence & Business
• UNE Switch Ports	• Retail Residence & Business (POTS)
• UNE Combo Other	• Retail Residence, Business and Design Dispatch
• UNE xDSL (HDSL, ADSL and UCL)	• ADSL Provided to Retail
• UNE ISDN	• Retail ISDN – BRI
• UNE Line Sharing	• ADSL Provided to Retail
• UNE Other Design	• Retail Design
• UNE Other Non – Design	• Retail Residence & Business
• Local Interconnection Trunks	• Parity with Retail
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

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

Definition

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

Exclusions

None

Business Rules

The clock starts when a CLEC Representative or BellSouth customer makes a choice on the Repair Center's menu and is put in queue for the next repair attendant. The clock stops when the repair attendant answers the call (abandoned calls are not included).

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

Calculation

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

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

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

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

Report Structure

- CLEC Aggregate
- BellSouth Aggregate

Data Retained

Relating to CLEC Experience	Relating to BellSouth Experience
• CLEC Average Answer Time	• BellSouth Average Answer Time

SQM Disaggregation - Analog / Benchmark

SQM Level of Disaggregation	Retail Analog / Benchmark
• Region. CLEC/BellSouth Service Centers and BellSouth Repair Centers are regional.	• For CLEC, Average Answer Times in UNE Center and BRMC are comparable to the Average Answer Times in the BellSouth Repair Centers.

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

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

Definition

This report measures the time it takes for the BellSouth Network Management Center (NMC) to notify the CLEC of major network outages.

Exclusions

None

Business Rules

BellSouth will inform the CLEC of any major network outages (key customer accounts) via a page or email. When the BellSouth NMC becomes aware of a network incident, the CLEC and BellSouth will be notified electronically. The notification time for each outage will be measured in minutes and divided by the number of outages for the reporting period. These are broadcast messages. It is up to those receiving the message to determine if they have customers affected by the incident.

The CLECs will be notified in accordance with the rules outlined in Appendix D of the CLEC "Customer Guide" which is published on the internet at: www.interconnection.bellsouth.com/guides/other_guides/html/gopue/indexf.htm.

Calculation

Time to Notify CLEC = (a - b)

- a = Date and Time BellSouth Notified CLEC
- b = Date and Time BellSouth Detected Network Incident

Mean Time to Notify CLEC = (c ÷ d)

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

Report Structure

- BellSouth Aggregate
- CLEC Aggregate
- CLEC Specific

Data Retained

Relating to CLEC Experience	Relating to BellSouth Experience
• Report Month • Major Network Events • Date/Time of Incident • Date/Time of Notification	• Report Month • Major Network Events • Date/Time of Incident • Date/Time of Notification

SQM Disaggregation - Analog / Benchmark

SQM Level of Disaggregation	Retail Analog / Benchmark
• BellSouth Aggregate • CLEC Aggregate • CLEC Specific	• Parity by Design

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

Section 5: Billing

B-1: Invoice Accuracy

Definition

This measure provides the percentage of accuracy of the billing invoices rendered to CLECs during the current month.

Exclusions

- Adjustments not related to billing errors (e.g., credits for service outage, special promotion credits, adjustments to satisfy the customer)
- Test Accounts

Business Rules

The accuracy of billing invoices delivered by BellSouth to the CLEC must enable them to provide a degree of billing accuracy comparative to BellSouth bills rendered to retail customers of BellSouth. CLECs request adjustments on bills determined to be incorrect. The BellSouth Billing verification process includes manually analyzing a sample of local bills from each bill period. The bill verification process draws from a mix of different customer billing options and types of service. An end-to-end auditing process is performed for new products and services. Internal measurements and controls are maintained on all billing processes.

Calculation

Invoice Accuracy = [(a - b) ÷ a] X 100

- a = Absolute Value of Total Billed Revenues during current month
- b = Absolute Value of Billing Related Adjustments during current month

Report Structure

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

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month • Invoice Type - UNE - Resale - Interconnection • Total Billed Revenue • Billing Related Adjustments	• Report month • Retail Type - CRIS - CABS • Total Billed Revenue • Billing Related Adjustments

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark
• Product / Invoice Type - Resale - UNE - Interconnection	• CLEC Invoice Accuracy is comparable to BellSouth Invoice Accuracy

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X
	Tier III	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• CLEC State • BellSouth State	• Parity with Retail

B2: Mean Time to Deliver Invoices

Definition

Bill Distribution is calculated as follows: CRIS BILLS-The number of workdays is reported for CRIS bills. This is calculated by counting the Bill Period date as the first work day. Weekends and holidays are excluded when counting workdays. J/N Bills are counted in the CRIS work day category for the purposes of the measurement since their billing account number (Q account) is provided from the CRIS system.

CABS BILLS-The number of calendar days is reported for CABS bills. This is calculated by counting the day following the Bill Period date as the first calendar day. Weekends and holidays are included when counting the calendar days.

Exclusions

Any invoices rejected due to formatting or content errors.

Business Rules

This report measures the mean interval for timeliness of billing records delivered to CLECs in an agreed upon format. CRIS-based invoices are measured in business days, and CABS-based invoices in calendar days.

Calculation

Invoice Timeliness = (a - b)

- a = Invoice Transmission Date
- b = Close Date of Scheduled Bill Cycle

Mean Time To Deliver Invoices = (c ÷ d)

- c = Sum of all Invoice Timeliness intervals
- d = Count of Invoices Transmitted in Reporting Period

Report Structure

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

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report month • Invoice Type - UNE - Resale - Interconnection • Invoice Transmission Count • Date of Scheduled Bill Close	• Report month • Invoice Type - CRIS - CABS • Invoice Transmission Count • Date of Scheduled Bill Close

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark
Product / Invoice Type • Resale • UNE • Interconnection	• CRIS-based invoices will be released for delivery within six (6) business days. • CABS-based invoices will be released for delivery within eight (8) calendar days. • CLEC Average Delivery Intervals for both CRIS and CABS Invoices are comparable to BellSouth Average delivery for both systems.

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X
	Tier III	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• CLEC State - CRIS - CABS • BellSouth Region	• Parity with Retail

B3: Usage Data Delivery Accuracy

Definition

This measurement captures the percentage of recorded usage that is delivered error free and in an acceptable format to the appropriate Competitive Local Exchange Carrier (CLEC). These percentages will provide the necessary data for use as a comparative measurement for BellSouth performance. This measurement captures Data Delivery Accuracy rather than the accuracy of the individual usage recording.

Exclusions

None

Business Rules

The accuracy of the data delivery of usage records delivered by BellSouth to the CLEC must enable them to provide a degree of accuracy comparative to BellSouth bills rendered to their retail customers. If errors are detected in the delivery process, they are investigated, evaluated and documented. Errors are corrected and the data retransmitted to the CLEC.

Calculation

Usage Data Delivery Accuracy = (a - b) ÷ a X 100

- a = Total number of usage data packs sent during current month
- b = Total number of usage data packs requiring retransmission during current month

Report Structure

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

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month • Record Type - BellSouth Recorded - Non-BellSouth Recorded	• Report month • Record Type

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark
• Region	• CLEC Usage Data Delivery Accuracy is comparable to BellSouth Usage Data Delivery Accuracy

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• CLEC State • BellSouth Region	• Parity with Retail

B4: Usage Data Delivery Completeness

Definition

This measurement provides percentage of complete and accurately recorded usage data (usage recorded by BellSouth and usage recorded by other companies and sent to BellSouth for billing) that is processed and transmitted to the CLEC within thirty (30) days of the message recording date. A parity measure is also provided showing completeness of BellSouth messages processed and transmitted via CMDS. BellSouth delivers its own retail usage from recording location to billing location via CMDS as well as delivering billing data to other companies. Timeliness, Completeness and Mean Time to Deliver Usage measures are reported on the same report.

Exclusions

None

Business Rules

The purpose of these measurements is to demonstrate the level of quality of usage data delivered to the appropriate CLEC. Method of delivery is at the option of the CLEC.

Calculation

Usage Data Delivery Completeness = (a ÷ b) X 100

- a = Total number of Recorded usage records delivered during current month that are within thirty (30) days of the message recording date
- b = Total number of Recorded usage records delivered during the current month

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Region

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month • Record Type - BellSouth Recorded - Non-BellSouth Recorded	• Report month • Record Type

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark
• Region	• CLEC Usage Data Delivery Completeness is comparable to BellSouth Usage Data Delivery Completeness

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

B5: Usage Data Delivery Timeliness

Definition

This measurement provides a percentage of recorded usage data (usage recorded by BellSouth and usage recorded by other companies and sent to BellSouth for billing) that is delivered to the appropriate CLEC within six (6) calendar days from the receipt of the initial recording. A parity measure is also provided showing timeliness of BellSouth messages processed and transmitted via CMDS. Timeliness, Completeness and Mean Time to Deliver Usage measures are reported on the same report.

Exclusions

None

Business Rules

The purpose of this measurement is to demonstrate the level of timeliness for processing and transmission of usage data delivered to the appropriate CLEC. The usage data will be mechanically transmitted or mailed to the CLEC data processing center once daily. The Timeliness interval of usage recorded by other companies is measured from the date BellSouth receives the records to the date BellSouth distributes to the CLEC. Method of delivery is at the option of the CLEC.

Calculation

Usage Data Delivery Timeliness Current month = (a ÷ b) X 100

- a = Total number of usage records sent within six (6) calendar days from initial recording/receipt
- b = Total number of usage records sent

Report Structure

- CLEC Aggregate
- CLEC Specific
- BellSouth Aggregate
- Region

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month • Record Type - BellSouth Recorded - Non-BellSouth Recorded	• Report Monthly • Record Type

SQM Level of Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark
• Region	• CLEC Usage Data Delivery Timeliness is comparable to BellSouth Usage Data Delivery Timeliness

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

B6: Mean Time to Deliver Usage

Definition

This measurement provides the average time it takes to deliver Usage Records to a CLEC. A parity measure is also provided showing timeliness of BellSouth messages processed and transmitted via CMDS. Timeliness, Completeness and Mean Time to Deliver Usage measures are reported on the same report.

Exclusions

None

Business Rules

The purpose of this measurement is to demonstrate the average number of days it takes BellSouth to deliver Usage data to the appropriate CLEC. Usage data is mechanically transmitted or mailed to the CLEC data processing center once daily. Method of delivery is at the option of the CLEC.

Calculation

Mean Time to Deliver Usage = (a X b) ÷ c

- a = Volume of Records Delivered
- b = Estimated number of days to deliver
- c = Total Record Volume Delivered

Note: Any usage record falling in the 30+ day interval will be added using an average figure of 31.5 days.

Report Structure

- CLEC Aggregate
- CLEC Specific
- BellSouth Aggregate
- Region

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month • Record Type - BellSouth Recorded - Non-BellSouth Recorded	• Report Monthly • Record Type

SQM Level of Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark
• Region	• Mean Time to Deliver Usage to CLEC is comparable to Mean Time to Deliver Usage to BellSouth

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

B7: Recurring Charge Completeness

Definition

This measure captures percentage of fractional recurring charges appearing on the correct bill.

Exclusions

None

Business Rules

The effective date of the recurring charge must be within 30 days of the bill date for the charge to appear on the correct bill.

Calculation

Recurring Charge Completeness = (a ÷ b) X 100

- a = Count of fractional recurring charges that are on the correct bill[1]
- b = Total count of fractional recurring charges that are on the correct bill

[1]Correct bill = next available bill

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate

Data Retained

Relating to CLEC Experience	Relating to BellSouth Experience
• Report month • Invoice type • Total recurring charges billed • Total billed on time	• Report month • Retail Analog • Total recurring charges billed • Total billed on time

SQM Level of Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark
Product/Invoice Type	
• Resale	• Parity
• UNE	• Benchmark 90%
• Interconnection	• Benchmark 90%

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

B8: Non-Recurring Charge Completeness

Definition

This measure captures percentage of non-recurring charges appearing on the correct bill.

Exclusions

None

Business Rules

The effective date of the non-recurring charge must be within 30 days of the bill date for the charge to appear on the correct bill.

Calculation

Non-Recurring Charge Completeness = (a ÷ b) X 100

- a = Count of non-recurring charges that are on the correct bill[1]
- b = Total count of non-recurring charges that are on the correct bill

[1]Correct bill = next available bill

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate

Data Retained

Relating to CLEC Experience	Relating to BellSouth Experience
• Report month • Invoice type • Total non-recurring charges billed • Total billed on time	• Report month • Retail Analog • Total non-recurring charges billed • Total billed on time

SQM Level of Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark:
Product/Invoice Type	
• Resale	• Parity
• UNE	• Benchmark 90%
• Interconnection	• Benchmark 90%

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

Section 6: Operator Services And Directory Assistance

OS-1: Speed to Answer Performance/Average Speed to Answer - Toll

Definition

Measurement of the average time in seconds calls wait before answered by a toll operator.

Exclusions

None

Business Rules

The clock starts when the customer enters the queue and the clock stops when a BellSouth representative answers the call or the customer abandons the call. The length of each call is determined by measuring, using a scanning technique, and accumulating the elapsed time from the entry of a customer call into the BellSouth call management system queue until the customer call is abandoned or transferred to BellSouth personnel assigned to handle calls for assistance. The system makes no distinction between CLEC customers and BellSouth customers.

Calculation

Speed to Answer Performance/Average Speed to Answer - Toll = a ÷ b

- a = Total queue time
- b = Total calls answered

Note: Total queue time includes time that answered calls wait in queue as well as time abandoned calls wait in queue prior to abandonment.

Report Structure

- Reported for the aggregate of BellSouth and CLECs
  - State

Data Retained (on Aggregate Basis)

- For the items below, BellSouth's Performance Measurement Analysis Platform (PMAP) receives a final computation; therefore, no raw data file is available in PMAP
- Month
- Call Type (Toll)
- Average Speed of Answer

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark
• None	• Parity by Design

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

OS-2: Speed to Answer Performance/Percent Answered with "X" Seconds – Toll

Definition

Measurement of the percent of toll calls that are answered in less than ten seconds

Exclusions

None

Business Rules

The clock starts when the customer enters the queue and the clock stops when a BellSouth representative answers the call or the customer abandons the call. The length of each call is determined by measuring, using a scanning technique, and accumulating the elapsed time from the entry of a customer call into the BellSouth call management system queue until the customer call is abandoned or transferred to BellSouth personnel assigned to handle calls for assistance. The system makes no distinction between CLEC customers and BellSouth customers.

Calculation

The Percent Answered within "X" Seconds measurement for toll 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 "X" seconds. The BellCore Conversion Tables are specific to the defined parameters of work time, number of operators, max queue size and call abandonment rates.

Report Structure

- Reported for the aggregate of BellSouth and CLECs
  - State

Data Retained (on Aggregate Basis)

- For the items below, BellSouth's Performance Measurement Analysis Platform (PMAP) receives a final computation; therefore, no raw data file is available in PMAP
- Month
- Call Type (Toll)
- Average Speed of Answer

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation:	Retail Analog/Benchmark:
• None	• Parity by Design

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

DA-1: Speed to Answer Performance/Average Speed to Answer – Directory Assistance (DA)

Definition

Measurement of the average time in seconds calls wait before answered by a DA operator.

Exclusions

None

Business Rules

The clock starts when the customer enters the queue and the clock stops when a BellSouth representative answers the call or the customer abandons the call. The length of each call is determined by measuring, using a scanning technique, and accumulating the elapsed time from the entry of a customer call into the BellSouth call management system queue until the customer call is abandoned or transferred to BellSouth personnel assigned to handle calls for assistance. The system makes no distinction between CLEC customers and BellSouth customers.

Calculation

Speed to Answer Performance/Average Speed to Answer – Directory Assistance (DA) = a ÷ b

- a = Total queue time
- b = Total calls answered

Note: Total queue time includes time that answered calls wait in queue as well as time abandoned calls wait in queue prior to abandonment.

Report Structure

- Reported for the aggregate of BellSouth and CLECs
  - State

Data Retained (on Aggregate Basis)

- For the items below, BellSouth's Performance Measurement Analysis Platform (PMAP) receives a final computation; therefore, no raw data file is available in PMAP
- Month
- Call Type (DA)
- Average Speed of Answer

SQM Level of Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark
• None	• Parity by Design

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

DA-2: Speed to Answer Performance/Percent Answered within "X" Seconds – Directory Assistance (DA)

Definition

Measurement of the percent of DA calls that are answered in less than twelve seconds.

Exclusions

None

Business Rules

The clock starts when the customer enters the queue and the clock stops when a BellSouth representative answers the call or the customer abandons the call. The length of each call is determined by measuring, using a scanning technique, and accumulating the elapsed time from the entry of a customer call into the BellSouth call management system queue until the customer call is abandoned or transferred to BellSouth personnel assigned to handle calls for assistance. The system makes no distinction between CLEC customers and BellSouth customers.

Calculation

The Percent Answered within "X" Seconds measurement for 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 "X" seconds. The BellCore Conversion Tables are specific to the defined parameters of work time, number of operators, max queue size and call abandonment rates.

Report Structure

- Reported for the aggregate of BellSouth and CLECs
  - State

Data Retained (on Aggregate Basis)

- For the items below, BellSouth's Performance Measurement Analysis Platform (PMAP) receives a final computation; therefore, no raw data file is available in PMAP.
- Month
- Call Type (DA)
- Average Speed of Answer

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark
• None	• Parity by Design

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

Section 7: Database Update Information

D-1: Average Database Update Interval

Definition

This report measures the interval from receipt of the database change request to the completion of the update to the database for Line Information Database (LIDB), Directory Assistance and Directory Listings. For E-911, see Section 8.

Exclusions

- Updates Canceled by the CLEC
- Initial update when supplemented by CLEC
- BellSouth updates associated with internal or administrative use of local services.

Business Rules

The interval for this measure begins with the date and time stamp when a service order is completed and the completion notice is released to all systems to be updated with the order information including Directory Assistance, Directory Listings, and Line Information Database (LIDB). The end time stamp is the date and time of completion of updates to the system.

For BellSouth Results:

The BellSouth computation is identical to that for the CLEC with the clarifications noted below.

Other Clarifications and Qualification:

- For LIDB, the elapsed time for a BellSouth update is measured from the point in time when the BellSouth file maintenance process makes the LIDB update information available until the date and time reported by BellSouth that database updates are completed.
- Results for the CLECs are captured and reported at the update level by Reporting Dimension (see below).
- The Completion Date is the date upon which BellSouth issues the Update Completion Notice to the CLEC.
- If the CLEC initiates a supplement to the originally submitted update and the supplement reflects changes in customer requirements (rather than responding to BellSouth initiated changes), then the update submission date and time will be the date and time of BellSouth receipt of a syntactically correct update supplement. Update activities responding to BellSouth initiated changes will not result in changes to the update submission date and time used for the purposes of computing the update completion interval.
- Elapsed time is measured in hours and hundredths of hours rounded to the nearest tenth of an hour.
- Because this should be a highly automated process, the accumulation of elapsed time continues through off-schedule, weekends and holidays; however, scheduled maintenance windows are excluded.

Calculation

Update Interval = (a - b)

- a = Completion Date & Time of Database Update
- b = Submission Date and Time of Database Change

Average Update Interval = (c ÷ d)

- c = Sum of all Update Intervals
- d = Total Number of Updates Completed During Reporting Period

Report Structure

- CLEC Specific (Under development)
- CLEC Aggregate
- BellSouth Aggregate

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Database File Submission Time • Database File Update Completion Time • CLEC Number of Submissions • Total Number of Updates	• Database File Submission Time • Database File Update Completion Time • BellSouth Number of Submissions • Total Number of Updates

SQM Disaggregation - Analog/Benchmark

SQM LEVEL of Disaggregation:	Retail Analog/Benchmark:
Database Type • LIDB • Directory Listings • Directory Assistance	• Parity by Design

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

D-2: Percent Database Update Accuracy

Definition

This report measures the accuracy of database updates by BellSouth for Line Information Database (LIDB), Directory Assistance, and Directory Listings using a statistically valid sample of LSRs/Orders in a manual review. This manual review is not conducted on BellSouth Retail Orders.

Exclusions

- Updates canceled by the CLEC
- Initial update when supplemented by CLEC
- CLEC orders that had CLEC errors
- BellSouth updates associated with internal or administrative use of local services.

Business Rules

For each update completed during the reporting period, the original update that the CLEC sent to BellSouth is compared to the database following completion of the update by BellSouth. An update is "completed without error" if the database completely and accurately reflects the activity specified on the original and supplemental update (order) submitted by the CLEC. Each database (LIDB, Directory Assistance, and Directory Listings) should be separately tracked and reported.

A statistically valid sample of CLEC Orders are pulled each month. That sample will be used to test the accuracy of the database update process. This is a manual process.

Calculation

Percent Update Accuracy = (a ÷ b) X 100

- a = Number of Updates Completed Without Error
- b = Number Updates Completed

Report Structure

- CLEC Aggregate
- CLEC Specific (not available in this report)
- BellSouth Aggregate (not available in this report)

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month • CLEC Order Number (so_nbr) and PON (PON) • Local Service Request (LSR) • Order Submission Date • Number of Orders Reviewed **Note:** Code in parentheses is the corresponding header found in the raw data file.	• Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM LEVEL of Disaggregation	Retail Analog/Benchmark:
Database Type • LIDB • Directory Assistance • Directory Listings	• 95% Accurate

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

D-3: Percent NXXs and LRNs Loaded by the LERG Effective Date

Definition

Measurement of the percent of NXX(s) and Location Routing Numbers LRN(s) loaded in end office and/or tandem switches by the Local Exchange Routing Guide (LERG) effective date when facilities are in place. BellSouth has a single provisioning process for both NXX(s) and LRN(s). In this measure, BellSouth will identify whether or not a particular NXX has been flagged as LNP capable (set triggers for dips) by the LERG effective date.

An LRN is assigned by the owner of the switch and is placed into the software translations for every switch to be used as an administrative pointer to route NXX(s) in LNP capable switches. The LRN is a result of Local Number Porting and is housed in a national database provided by the Number Portability Administration Center (NPAC). The switch owner is responsible for notifying NPAC and requesting the effective date that will be reflected in the LERG. The national database downloads routing tables into BellSouth Service Control Point (SCP) regional databases, which are queried by switches when routing ported numbers.

The basic NXX routing process includes the addition of all NXX(s) in the response translations. This addition to response translations is what supports LRN routing. Routing instructions for all NXX(s), including LRN(s), are received from the Advance Routing & Trunking System (ARTS) and all routing, including response, is established based on the information contained in the Translation Work Instructions (TWINs) document.

Exclusions

- Activation requests where the CLEC's interconnection arrangements and facilities are not in place by the LERG effective date.
- Expedite requests

Business Rules

Data for the initial NXX(s) and LRN(s) in a local calling area will be based on the LERG effective date or completion of the initial interconnection trunk group(s), whichever is longer. Data for additional NXX(s) in the local calling area will be based on the LERG effective date. The LERG effective date is loaded into the system at the request of the CLEC. It is contingent upon the CLEC to engineer, order, and install interconnection arrangements and facilities prior to that date.

The total Count of NXX(s) and LRN(s) that were scheduled to be loaded and those that were loaded by the LERG effective date in BellSouth switches will be captured in the Work Force Administration -Dispatch In database.

Calculation

Percent NXXs/LRNs Loaded and Tested Prior to the LERG Effective Date = (a ÷ b) X 100

- a = Count of NXXs and LRNs loaded by the LERG effective date
- b = Total NXXs and LRNs scheduled to be loaded by the LERG effective date

Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth (Not Applicable)

Data Retained

Relating to CLEC Experience	Relating to BellSouth Experience
• Company Name • Company Code • NPA/NXX • LERG Effective Date • Loaded Date	• Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark
• Geographic scope - Region	• 100% by LERG effective date

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

Section 8: E911

E-1: Timeliness

Definition

Measures the percent of batch orders for E911 database updates (to CLEC resale and BellSouth retail records) processed successfully within a 24-hour period.

Exclusions

- Any resale order canceled by a CLEC
- Facilities-based CLEC orders

Business Rules

The 24-hour processing period is calculated based on the date and time processing starts on the batch orders and the date and time processing stops on the batch orders. Mechanical processing starts when SCC (the BellSouth E911 vendor) receives E911 files containing batch orders extracted from the BellSouth Service Order Control System (SOCS). Processing stops when SCC loads the individual records to the E911 database. The E911 database includes updates to the Automatic Location Identification (ALI) database. The system makes no distinction between CLEC resale records and BellSouth retail records.

Calculation

E911 Timeliness = (a ÷ b) X 100

- a = Number of batch orders processed within 24 hours
- b = Total number of batch orders submitted

Report Structure

Reported for the aggregate of CLEC resale updates and BellSouth retail updates

- State
- Region

Data Retained

- Report month
- Aggregate data

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark
• None	• Parity by Design

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

E-2: Accuracy

Definition

Measures the percent of E911 telephone number (TN) record updates (to CLEC resale and BellSouth retail records) processed successfully for E911 (including the Automatic Location Identification (ALI) database).

Exclusions

- Any resale order canceled by a CLEC
- Facilities-based CLEC orders

Business Rules

Accuracy is based on the number of records processed without error at the conclusion of the processing cycle. Mechanical processing starts when SCC (the BellSouth E911 vendor) receives E911 files containing telephone number (TN) records extracted from BellSouth's Service Order Control System (SOCS). The system makes no distinction between CLEC resale records and BellSouth retail records.

Calculation

E911 Accuracy = (a ÷ b) X 100

- a = Number of record individual updates processed with no errors
- b = Total number of individual record updates

Report Structure

Reported for the aggregate of CLEC resale updates and BellSouth retail updates

- State
- Region

Data Retained

- Report month
- Aggregate data

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark
• None	• Parity by Design

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

E-3: Mean Interval

Definition

Measures the mean interval processing of E911 batch orders (to update CLEC resale and BellSouth retail records) including processing against the Automatic Location Identification (ALI) database.

Exclusions

- Any resale order canceled by a CLEC
- Facilities-based CLEC orders

Business Rules

The processing period is calculated based on the date and time processing starts on the batch orders and the date and time processing stops on the batch orders. Data is posted is 4-hour increments up to and beyond 24 hours. The system makes no distinction between CLEC resale records and BellSouth retail records.

Calculation

E911 Interval = (a - b)

- a = Date and time of batch order completion
- b = Date and time of batch order submission

E911 Mean Interval = (c ÷ d)

- c = Sum of all E911 Intervals
- d = Number of batch orders completed

Report Structure

Reported for the aggregate of CLEC resale updates and BellSouth retail updates

- State
- Region

Data Retained

- Report month
- Aggregate data

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark
• None	• Parity by Design

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

Section 9: Trunk Group Performance

TGP-1: Trunk Group Performance-Aggregate

Definition

The Trunk Group Performance report displays, over a reporting cycle, aggregate, average trunk group blocking data for each hour of each day of the reporting cycle, for both CLEC affecting and BellSouth affecting trunk groups.

Exclusions

- Trunk groups for which valid data is not available for an entire study period
- Duplicate trunk group information
- Trunk groups blocked due to CLEC network/equipment failure
- Trunk groups blocked due to CLEC delayed or refused orders
- Trunk groups blocked due to unanticipated significant increases in CLEC traffic
- Final groups actually overflowing, not blocked

Business Rules

The purpose of the Trunk Group Performance Report is to provide trunk blocking measurements on CLEC and BellSouth trunk groups for comparison only. It is not the intent of the report that it be used for network management and/or engineering.

Monthly Average Blocking:

- The reporting cycle includes both business and non-business days in a calendar month.
- Monthly average blocking values are calculated for each trunk group for each of the 24 time consistent hours across a reporting cycle.

Aggregate Monthly Blocking:

- Used to compare aggregate blocking across trunk groups which terminate traffic at CLEC points of presence versus BellSouth switches.
- Aggregate monthly blocking data is calculated for each hour of the day across all trunk groups assigned to a category.

Trunk Categorization:

This report displays, over a reporting cycle, aggregate, average blocking data for each hour of a day. Therefore, for each reporting cycle, 24 blocking data points are generated for two aggregate groups of selected trunk groups. These groups are CLEC affecting and BellSouth affecting trunk groups. In order to assign trunk groups to each aggregate group, all trunk groups are first assigned to a category. A trunk group's end points and the type of traffic that is transmitted on it define a category. Selected categories of trunk groups are assigned to the aggregate groups so that trunk reports can be generated. The categories to which trunk groups have been assigned for this report are as follows.

CLEC Affecting Categories:

	Point A	Point B
Category 1:	BellSouth End Office	BellSouth Access Tandem
Category 3:	BellSouth End Office	CLEC Switch
Category 4:	BellSouth Local Tandem	CLEC Switch
Category 5:	BellSouth Access Tandem	CLEC Switch
Category 10:	BellSouth End Office	BellSouth Local Tandem
Category 16:	BellSouth Tandem	BellSouth Tandem

BellSouth Affecting Categories:

	Point A	Point B
Category 9:	BellSouth End Office	BellSouth End Office

Calculation

Monthly Average Blocking:

- For each hour of the day, each day's raw data are summed across all valid measurements days in a report cycle for blocked and attempted calls.
- The sum of the blocked calls is divided by the total number of calls attempted in a reporting period.

Aggregate Monthly Blocking:

- For each hour of the day, the monthly sums of the blocked and attempted calls from each trunk group are separately aggregated over all trunk groups within each assigned category.
- The total blocked calls is divided by the total call attempts within a group to calculate an aggregate monthly blocking for each assigned group.
- The result is an aggregate monthly average blocking value for each of the 24 hours by group.
- The difference between the CLEC and BellSouth affecting trunk groups are also calculated for each hour.

Report Structure

- CLEC Aggregate
- BellSouth Aggregate
  - State

Data Retained

Relating to CLEC Experience	Relating to BellSouth Experience
• Report Month • Total Trunk Groups • Number of Trunk Groups by CLEC • Hourly blocking per trunk group • Hourly usage per trunk group • Hourly call attempts per trunk group	• Report Month • Total Trunk Groups • Aggregate Hourly blocking per trunk group • Hourly usage per trunk group • Hourly call attempts per trunk group

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark:
• CLEC aggregate • BellSouth aggregate	• Any 2 hour period in 24 hours where CLEC blockage exceeds BellSouth blockage by more than 0.5% using trunk groups 1, 3, 4, 5, 10, 16 for CLECs and 9 for BellSouth

SEEM Measure

SEEM Measure		
Yes	Tier I	
	Tier II	X
	Tier III	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark:
• CLEC aggregate • BellSouth aggregate	• Any 2 hour period in 24 hours where CLEC blockage exceeds BellSouth blockage by more than 0.5% using trunk groups 1,3,4,5,10,16 for CLECs and 9 for BellSouth

TGP-2: Trunk Group Performance-CLEC Specific

Definition

The Trunk Group Performance report displays, over a reporting cycle, aggregate, average trunk group blocking data for each hour of each day of the reporting cycle, for both CLEC affecting and BellSouth affecting trunk groups.

Exclusions

- Trunk Groups for which valid data is not available for an entire study period
- Duplicate trunk group information
- Trunk groups blocked due to CLEC network/equipment failure
- Trunk groups blocked due to CLEC delayed or refused orders
- Trunk groups blocked due to unanticipated significant increases in CLEC traffic
- Final groups actually overflowing, not blocked

Business Rules

The purpose of the Trunk Group Performance Report is to provide trunk blocking measurements on CLEC and BellSouth trunk groups for comparison only. It is not the intent of the report that it be used for network management and/or engineering.

Monthly Average Blocking:

- The reporting cycle includes both business and non-business days in a calendar month.
- Monthly average blocking values are calculated for each trunk group for each of the 24 time consistent hours across a reporting cycle.

Aggregate Monthly Blocking:

- Used to compare aggregate blocking across trunk groups which terminate traffic at CLEC points of presence versus BellSouth switches.
- Aggregate monthly blocking data is calculated for each hour of the day across all trunk groups assigned to a category.

Trunk Categorization:

- This report displays, over a reporting cycle, aggregate, average blocking data for each hour of a day. Therefore, for each reporting cycle, 24 blocking data points are generated for two aggregate groups of selected trunk groups. These groups are CLEC affecting and BellSouth affecting trunk groups. In order to assign trunk groups to each aggregate group, all trunk groups are first assigned to a category. A trunk group's end points and the type of traffic that is transmitted on it define a category. Selected categories of trunk groups are assigned to the aggregate groups so that trunk reports can be generated. The categories to which trunk groups have been assigned for this report are as follows.

CLEC Affecting Categories:

	Point A	Point B
Category 1:	BellSouth End Office	BellSouth Access Tandem
Category 3:	BellSouth End Office	CLEC Switch
Category 4:	BellSouth Local Tandem	CLEC Switch
Category 5:	BellSouth Access Tandem	CLEC Switch
Category 10:	BellSouth End Office	BellSouth Local Tandem
Category 16:	BellSouth Tandem	BellSouth Tandem

BellSouth Affecting Categories:

	Point A	Point B
Category 9:	BellSouth End Office	BellSouth End Office

Calculation:

Monthly Average Blocking:

- For each hour of the day, each day's raw data are summed across all valid measurements days in a report cycle for blocked and attempted calls.
- The sum of the blocked calls is divided by the total number of calls attempted in a reporting period.

Aggregate Monthly Blocking:

- For each hour of the day, the monthly sums of the blocked and attempted calls from each trunk group are separately aggregated over all trunk groups within each assigned category.
- The total blocked calls is divided by the total call attempts within a group to calculate an aggregate monthly blocking for each assigned group.
- The result is an aggregate monthly average blocking value for each of the 24 hours by group.
- The difference between the CLEC and BellSouth affecting trunk groups are also calculated for each hour.

Report Structure

- CLEC Specific
  - State

Data Retained

Relating to CLEC Experience	Relating to BellSouth Experience
• Report Month • Total Trunk Groups • Number of Trunk Groups by CLEC • Hourly blocking per trunk group • Hourly usage per trunk group • Hourly call attempts per trunk group	• Report Month • Total Trunk Groups • Aggregate Hourly blocking per trunk group • Hourly usage per trunk group • Hourly call attempts per trunk group

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark:
• CLEC trunk group	• Any 2 hour period in 24 hours where CLEC blockage exceeds BellSouth blockage by more than 0.5% using trunk groups 1, 3, 4, 5, 10, 16 for CLECs and 9 for BellSouth

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark:
• CLEC trunk group • BellSouth trunk group	• Any 2 hour period in 24 hours where CLEC blockage exceeds BellSouth blockage by more than 0.5% using trunk groups 1, 3, 4, 5, 10, 16 for CLECs and 9 for BellSouth

Section 10: Collocation

C-1: Collocation Average Response Time

Definition

Measures the average time (counted in calendar days) from the receipt of a complete and accurate collocation application (including receipt of application fee if required) to the date BellSouth returns a response electronically or in writing. Within 10 calendar days after having received a bona fide application for physical collocation, BellSouth must respond as to whether space is available or not.

Exclusions

Any application canceled by the CLEC

Business Rules

The clock starts on the date that BellSouth receives a complete and accurate collocation application accompanied by the appropriate application fee if required. The clock stops on the date that BellSouth returns a response. The clock will restart upon receipt of changes to the original application request.

Calculation

Response Time = (a - b)

- a = Request Response Date
- b = Request Submission Date

Average Response Time = (c ÷ d)

- c = Sum of all Response Times
- d = Count of Responses Returned within Reporting Period

Report Structure

- Individual CLEC (alias) aggregate
- Aggregate of all CLECs

Data Retained

- Report period
- Aggregate data

SQM Disaggregation - Analog/Benchmark

Level of Disaggregation	Retail Analog/Benchmark
• State • Virtual-Initial • Virtual-Augment • Physical Caged-Initial • Physical Caged-Augment • Physical-Cageless-Initial • Physical Cageless-Augment	• Virtual - 20 Calendar Days • Physical Caged - 30 Calendar Days • Physical Cageless - 30 Calendar Days

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

C-2: Collocation Average Arrangement Time

Definition

Measures the average time (counted in calendar days) from receipt of a complete and accurate Bona Fide firm order (including receipt of appropriate fee if required) to the date BellSouth completes the collocation arrangement and notifies the CLEC.

Exclusions

- Any Bona Fide firm order canceled by the CLEC
- Any Bona Fide firm order with a CLEC-negotiated interval longer than the benchmark interval.

Business Rules

The clock starts on the date that BellSouth receives a complete and accurate Bone Fide firm order accompanied by the appropriate fee. The clock stops on the date that BellSouth completes the collocation arrangement and notifies the CLEC.

Calculation

Arrangement Time = (a - b)

- a = Date Collocation Arrangement is Complete
- b = Date Order for Collocation Arrangement Submitted

Average Arrangement Time = (c ÷ d)

- c = Sum of all Arrangement Times
- d = Total Number of Collocation Arrangements Completed during Reporting Period.

Report Structure

- Individual CLEC (alias) aggregate
- Aggregate of all CLECs

Data Retained

- Report period
- Aggregate data

SQM Disaggregation - Retail Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark
• State • Virtual-Initial • Virtual-Augment • Physical Caged-Initial • Physical Caged-Augment • Physical Cageless-Initial • Physical Cageless-Augment	• Virtual - 50 Calendar Days (Ordinary) • Virtual - 75 Calendar Days (Extraordinary) • Physical Caged - 90 Calendar Days • Physical Cageless - 60 Calendar Days (Ordinary) • Physical Cageless - 90 Calendar Days (Extraordinary)

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark:
• Not Applicable	• Not Applicable

C-3: Collocation Percent of Due Dates Missed

Definition

Measures the percent of missed due dates for both virtual and physical collocation arrangements.

Exclusions

Any Bona Fide firm order canceled by the CLEC

Business Rules

Percent Due Dates Missed is the percent of total collocation arrangements which BellSouth is unable to complete by end of the BellSouth committed due date. The clock starts on the date that BellSouth receives a complete and accurate Bona Fide firm order accompanied by the appropriate fee if required. The arrangement is considered a missed due date if it is not completed on or before the committed due date.

Calculation

% of Due Dates Missed = (a ÷ b) X 100

- a = Number of Completed Orders that were not completed within BellSouth Committed Due Date during Reporting Period
- b = Number of Orders Completed in Reporting Period

Report Structure

- Individual CLEC (alias) aggregate
- Aggregate of all CLECs

Data Retained

- Report period
- Aggregate data

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark
• State • Virtual-Initial • Virtual-Augment • Physical Caged-Initial • Physical Caged-Augment • Physical Cageless-Initial • Physical Cageless-Augment	• ≥ 95% on time

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X
	Tier III	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• All Collocation Arrangements	• ≥ 95% on time.

Section 11: Change Management

CM-1: Timeliness of Change Management Notices

Definition

Measures whether CLECs receive required software release notices on time to prepare for BellSouth interface/system changes so CLEC interfaces are not impaired by change.

Exclusions

- Changes to release dates for reasons outside BellSouth control, such as the system software vendor changes. For example: a patch to fix a software problem.
- Type 6 Change Requests (Defects/Expedites), as defined by the Change Control Process (CCP)

Business Rules

This metric is designed to measure the percent of change management notices sent to the CLECs according to notification standards and time frames set forth in the Change Control Process. The CCP is used by BellSouth and the CLECs to manage requested changes to the BellSouth Local Interfaces.

The clock starts on the notification date. The clock stops on the software release date. When project events occur (scope changes, analysis information, etc.), the software release date may change. A revised notification would be required and the clock would restart. Based on release constraints for defects/expedites, notification may be less than the agreed upon interval in the CCP for new features.

Calculation

Timeliness of Change Management Notices = (a ÷ b) X 100

- a = Total number of Change Management Notifications Sent Within Required Time frames
- b = Total Number of Change Management Notifications Sent

Report Structure

- BellSouth Aggregate

Data Retained

- Report Period
- Notice Date
- Release Date

SQM Level of Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark:
• Region	• 95% ≥ 30 days of Release

SEEM Measure

SEEM Measure		
Yes	Tier I	
	Tier II	X
	Tier III	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Region	• 95% ≥ 30 days of Release

CM-2: Change Management Notice Average Delay Days

Definition

Measures the average delay days for change management system release notices sent outside the time frame set forth in the Change Control Process.

Exclusions

- Changes to release dates for reasons outside BellSouth control, such as the system software vendor changes. For example: a patch to fix a software problem.
- Type 6 Change Requests (Defects/Expedites), as defined by the Change Control Process

Business Rules

This metric is designed to measure the percent of change management notices sent to the CLECs according to notification standards and time frames set forth in the Change Control Process. The CCP is used by BellSouth and the CLECs to manage requested changes to the BellSouth Local Interfaces.

The clock starts on the notification due date. The clock stops on the software release date. When project events occur (scope changes, analysis information, etc.), the software release date may change. A revised notification would be required and the clock would restart. Based on release constraints for defects/expedites, notification may be less than the agreed upon interval in the CCP for new features.

Calculation

Change Management Notice Delay Days = (a - b)

- a = Date Notice Sent
- b = Date Notice Due

Change Management Notice Average Delay Days = (c ÷ d)

- c = Sum of all Change Management Notice Delay Days
- d = Total Number of Notices Sent Late

Report Structure

- BellSouth Aggregate

Data Retained

- Report Period
- Notice Date
- Release Date

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation:	Retail Analog/Benchmark:
• Region	• ≤ 8 Days

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

CM-3: Timeliness of Documents Associated with Change

Definition

Measures whether CLECs received requirements or business rule documentation on time to prepare for BellSouth interface/system changes so CLEC interfaces are not impaired by change.

Exclusions

- Documentation for release dates that slip less than 30 days for reasons outside BellSouth control, such as changes due to Regulatory mandate or CLEC request.
- Type 6 Change Requests (Defects/Expedites), as defined by the Change Control Process.

Business Rules

This metric is designed to measure the percent of requirements or business rule documentation sent to the CLECs according to documentation standards and time frames set forth in the Change Control Process. The CCP is used by BellSouth and the CLECs to manage requested changes to the BellSouth Local Interfaces.

The clock starts on the business rule documentation release date. The clock stops on the software release date. When project events occur (scope changes, analysis information, etc.), the software release date may change. Revisions to documentation could be required and the clock would restart.

Calculation

Timeliness of Documents Associated with Change = (a ÷ b) X 100

- a = Change Management Documentation Sent Within Required Time frames after Notices
- b = Total Number of Change Management Documentation Sent

Report Structure

- BellSouth Aggregate

Data Retained

- Report Period
- Notice Date
- Release Date

SQM Level of Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark
• Region	• 95% ≥ 30 days if new features coding is required • 95% ≥ 5 days for documentation defects, corrections or clarifications

SEEM Measure

SEEM Measure		
Yes	Tier I	
	Tier II	X
	Tier III	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Region	• 95% ≥ 30 days of the change

CM-4: Change Management Documentation Average Delay Days

Definition

Measures the average delay days for requirements or business rule documentation sent outside the time frames set forth in the Change Control Process.

Exclusions

- Documentation for release dates that slip less than 30 days for reasons outside BellSouth control, such as changes due to Regulatory mandate or CLEC request.
- Type 6 Change Requests (Defects/Expedites), as defined by the Change Control Process.

Business Rules

This metric is designed to measure the percent of requirements or business rule documentation sent to the CLECs according to documentation standards and time frames set forth in the Change Control Process. The CCP is used by BellSouth and the CLECs to manage requested changes to the BellSouth Local Interfaces.

The clock starts on the business rule documentation release date. The clock stops on the software release date. When project events occur (scope changes, analysis information, etc.), the software release date may change. Revisions to documentation could be required and the clock would restart.

Calculation

Change Management Documentation Delay Days = (a - b)

- a = Date Documentation Provided
- b = Date Documentation Due

Change Management Documentation Average Delay Days = (c ÷ d)

- c = Sum of all CM Documentation Delay Days
- d = Total Change Management Documents Sent

Report Structure

- BellSouth Aggregate

Data Retained

- Report Period
- Notice Date
- Release Date

SQM Level of Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark:
• Region	• ≤ 8 Days

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

CM-5: Notification of CLEC Interface Outages

Definition

Measures the time it takes BellSouth to notify the CLEC of an outage of an interface.

Exclusions

None

Business Rules

This measure is designed to notify the CLEC of interface outages within 15 minutes of BellSouth's verification that an outage has taken place. This metric will be expressed as a percentage.

Calculation

Notification of CLEC Interface Outages = (a ÷ b) X 100

- a = Number of Interface Outages where CLECS are notified within 15 minutes
- b = Total Number of Interface Outages

Report Structure

- CLEC Aggregate

Data Retained

Relating to CLEC Experience	Relating to BellSouth Experience
• Number of Interface Outages • Number of Notifications ≤ 15 minutes	• Not Applicable

SQM Level of Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark
• By interface type for all interfaces accessed by CLECs	• 97% in 15 Minutes

Interface	Applicable to
EDI	CLEC
CSOTS	CLEC
LENS	CLEC
TAG	CLEC
ECTA	CLEC
TAFI	CLEC/BellSouth

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

Section 12: Bona Fide / New Business Request Process

BFR-1: Percentage of BFR/NBR Requests Processed Within 30 Business Days

Definition

Percentage of Bona Fide/New Business Requests processed within 30 business days for the development and purchases of network elements not currently offered.

Exclusions

Any application cancelled by the CLEC

Business Rules

The clock starts when BellSouth receives a complete and accurate application. The clock stops when BellSouth completes application processing for Network Elements that are not operational at the time of the request.

Calculation

Percentage of BFR/NBR Requests Processed Within 30 Business Days = (a ÷ b) X 100

- a = Count of number of requests processed within 30 days
- b = Total number of requests

Report Structure

- Individual CLEC (alias) aggregate
- Aggregate of all CLECs

Data Retained

- Report period
- Aggregate data

SQM Level of Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark
• Region	• 90% ≤ 30 business days

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

BFR-2: Percentage of Quotes Provided for Authorized BFR/NBR Requests Processed Within X (10/30/60) Business Days

Definition

Percentage of quotes provided in response to Bona Fide/New Business Requests within X (10/30/60) business days for network elements not currently offered.

Exclusions

Requests that are subject to pending arbitration

Business Rules

The clock starts when BellSouth receives a complete and accurate application. The clock stops when BellSouth responds back to the application with a price quote.

Calculation

Percentage of Quotes Provided for Authorized BFR/NBR Requests Processed Within X (10/30/60) Business Days = (a ÷ b) X 100

- a = Count of number of requests processed within "X" days
- b = Total number of requests
  where "X" = 10, 30, or 60 days

Report Structure

- New Network Elements that are operational at the time of the request.
- New Network Elements that are ordered by the FCC.
- New Network Elements that are not operational at the time of the request.

Data Retained

- Report period
- Aggregate data

SQM Level of Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	Retail Analog/Benchmark
• Region	• 90% ≤ 10/30/60 business days - Network Elements that are operational at the time of the request – 10 days - Network Elements that are Ordered by the FCC – 30 days - New Network Elements – 90 days

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	
	Tier III	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

Appendix A: Reporting Scope

A-1: Standard Service Groupings

See individual reports in the body of the SQM.

A-2: Standard Service Order Activities

These are the generic BellSouth/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.

Service Order Activity Types

- Service Migrations Without Changes
- Service Migrations With Changes
- Move and Change Activities
- Service Disconnects (Unless noted otherwise)
- New Service Installations

Pre-Ordering Query Types

- Address
- Telephone Number
- Appointment Scheduling
- Customer Service Record
- Feature Availability
- Service Inquiry

Maintenance Query Types:

TAFI - TAFI queries the systems below

- CRIS
- March
- Predictor
- LMOS
  - DLR
  - DLETH
  - LMOSupd
- LNP
- NIW
- OSPCM
- SOCS

Report Levels

- CLEC RESH
- CLEC State
- CLEC Region
- Aggregate CLEC State

- Aggregate CLEC Region
- BellSouth State
- BellSouth Region

Appendix B: Glossary of Acronyms and Terms

Symbols used in calculations

Σ A mathematical symbol representing the sum of a series of values following the symbol.

- A mathematical operator representing subtraction.

+ A mathematical operator representing addition.

÷ A mathematical operator representing division.

( ) Parentheses, used to group mathematical operations which are completed before operations outside the parentheses.

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.

ALEC: Alternative Local Exchange Company = FL CLEC

ADSL: Asymmetrical Digital Subscriber Line

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.

Auto Clarification: The number of LSRs that were electronically rejected from LESOG and electronically returned to the CLEC for correction.

B

BFR: Bona Fide Request

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 (Front-end to the CRIS database.)

BRI: Basic Rate ISDN

BRC: Business Repair Center – The BellSouth Business Systems trouble receipt center which serves business and CLEC customers.

BellSouth : BellSouth Telecommunications, Inc.

C

CABS: Carrier Access Billing System

CCC: Coordinated Customer Conversions

CCP: Change Control Process

Centrex: A business telephone service, offered by local exchange carriers, which is similar to a Private Branch Exchange (PBX) but the switching equipment is located in the telephone company Central Office (CO).

CKTID: A unique identifier for elements combined in a service configuration

CLEC: Competitive Local Exchange Carrier

CLP: Competitive Local Provider = NC CLEC

CM: Change Management

CMDS: Centralized Message Distribution System - Telcordia administered national system used to transfer specially formatted messages among companies.

COFFI: Central Office Feature File Interface - Provides information about USOCs and class of service. COFFI is a part of DOE/ SONGS. It indicates all services available to a customer.

COG: Corporate Gateway - Telcordia product designed for the electronic submission of xDSL Local Service Requests.

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

CRSG: Complex Resale Support Group

C-SOTS: CLEC Service Order Tracking System

CSR: Customer Service Record

CTTG: Common Transport Trunk Group - Final trunk groups between BellSouth & Independent end offices and the BellSouth access tandems.

D

DA: Directory Assistance

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.

DS-0: The worldwide standard speed for one digital voice signal (64000 bps).

DS-1: 24 DS-0s (1.544Mb/sec., i.e. carrier systems)

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.

DOM: Delivery Order Manager - Telcordia product designed for the electronic submission of xDSL Local Service Requests.

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 Unbundled Network Elements.

DSAPDDI: DSAP software contract for schedule information.

DSL: Digital Subscriber Line

DUI: Database Update 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.

ESSX: BellSouth Centrex Service

F

Fatal Reject: LSRs electronically rejected from LEO, which checks to see of the LSR has all the required fields correctly populated.

Flow-Through: In the context of this document, LSRs submitted electronically via the CLEC mechanized ordering process that flow through to the BellSouth OSS without manual or 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.

FX: Foreign Exchange

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

HDSL: High Density Subscriber Loop/Line

I

ILEC: Incumbent Local Exchange Company

INP: Interim Number Portability

ISDN: Integrated Services Digital Network

IPC: Interconnection Purchasing Center

L

LAN: Local Area Network

LAUTO: The automatic processor in the LNP Gateway that validates LSRs and issues service orders.

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.

LERG: Local Exchange Routing Guide

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.

LFACS: Loop Facilities Assessment and Control System

LIDB: Line Information Database

LISC: Local Interconnection Service Center - The center that issues trunk orders.

LMOS: Loop Maintenance Operations System - A BellSouth Operations System that 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

LMU: Loop Make-up

LMUS: Loop Make-up Service Inquiry

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.

LRN: Location Routing Number

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: 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

NBR: New Business Request

NC: "No Circuits" - All circuits busy announcement.

NIW: Network Information Warehouse

NMLI: Native Mode LAN Interconnection

NPA: Numbering Plan Area

NXX: The "exchange" portion of a telephone number.

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

PMAP: Performance Measurement Analysis Platform

PMQAP: Performance Measurement Quality Assurance Plan

PON: Purchase Order Number

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.

PRI: Primary Rate ISDN

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.

ROS: Regional Ordering System

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.

S

SAC: Service Advocacy Center

SEEM: Self Effectuating Enforcement Mechanism

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.

SOG: Service Order Generator - Telcordia product designed to generate a service order for xDSL.

SOIR: Service Order Interface Record - any change effecting activity to a customer account by service order that impacts 911/E911

SONGS: Service Order Negotiation and Generation System.

T

TAFI: Trouble Analysis Facilitation Interface - The BellSouth Operations System that supports trouble receipt center personnel in taking and handling customer trouble reports.

TAG: Telecommunications Access Gateway – TAG was designed to provide an electronic interface, or machine-to-machine interface for the bi-directional flow of information between BellSouth's OSSs and participating CLECs.

TN: Telephone Number

Total Manual Fallout: The number of LSRs which are entered electronically but require manual entering into a service order generator.

U

UNE: Unbundled Network Element

UCL: Unbundled Copper Link

USOC: Universal Service Order Code

V

W

WATS: Wide Area Telephone Service

WFA: Work Force Administration

WMC: Work Management Center

WTN: Working Telephone Number.

X

Y

Z

Appendix C: BellSouth Audit Policy

BellSouth currently provides many CLECs with certain audit rights as a part of their individual interconnection agreements. However, it is not reasonable for BellSouth to undergo an audit of the SQM for every CLEC with which it has a contract. BellSouth has developed a proposed Audit Plan for use by the parties to an audit. If requested by a Public Service Commission or by a CLEC exercising contractual audit rights, BellSouth will agree to undergo a comprehensive audit of the aggregate level reports for both BellSouth and the CLEC(s) each of the next five (5) years (2001-2005) 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 shall be borne 50% by BellSouth and 50% by the CLEC or CLECs.
2. The independent third party auditor shall be selected with input from BellSouth, the PSC, if applicable, and the CLEC(s).
3. BellSouth, the PSC and the CLEC(s) shall jointly determine the scope of the audit.

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

AGREEMENT IMPLEMENTATION TEMPLATE (Residence)
for
Intermedia
BellSouth Standard Interconnection Agreement

Agreement Effective Date:	**Agreement Expiration Date:**
Account Manager:	**Account Manager Tel No:**

Attachment Name/Number	Section Number	Version Date	Planned Activities
Terms/Conditions PartA	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	9		
	10		
	11		
	12		
	13		
	14		
	15		
	16		
	17		
	18		
	19		
	20		
	21		
	22		
	23		
	24		
	25		
	26		
Terms/Conditions Part B			

AGREEMENT IMPLEMENTATION TEMPLATE (Residence)
for
Intermedia
BellSouth Standard Interconnection Agreement

Attachment Name/Number	Section Number	Version Date	Planned Activities
1-Resale	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	9		
	10		
	11		
	12		
	13		
	Exhibit A		
	Exhibit B		
	Exhibit C		
	Exhibit D		
	Exhibit E		
	Exhibit F		
	Exhibit G		
	Exhibit H		
2-Network Elements & Other Services	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		

Tennessee

AGREEMENT IMPLEMENTATION TEMPLATE (Residence)
for
Intermedia
BellSouth Standard Interconnection Agreement

Attachment Name/Number	Section Number	Version Date	Planned Activities
	9		
	10		
	11		
	12		
	13		
	14		
	15		
	16		
	17		
	Exhibit A		
	Exhibit B		
	Exhibit C		
3-Local Interconnection	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	Exhibit A		
4-Physical Collocation	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	9		

Tennessee

AGREEMENT IMPLEMENTATION TEMPLATE (Residence)
for
Intermedia
BellSouth Standard Interconnection Agreement

Attachment Name/Number	Section Number	Version Date	Planned Activities
	10		
	11		
	12		
	13		
	14		
	Exhibit A		
	Exhibit B		
5-Access to Numbers & Number Portability	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	Exhibit A		
6-Ordering/Provisioning	1		
	2		
	3		
7-Billing & Billing Accuracy Certification	1		
	2		
	3		
	4		
	5		
	6		
	7		
	Exhibit A		
8-ROW/Conduits/PoleAtt	1		

Tennessee

AGREEMENT IMPLEMENTATION TEMPLATE (Residence)
for
Intermedia
BellSouth Standard Interconnection Agreement

Attachment Name/Number	Section Number	Version Date	Planned Activities
9-Perf Measurement	Pre-Ordering		
	Ordering		
	Provisioning		
	Maint/Repair		
	Billing		
	Opr Svcs/DA		
	E911		
	Trunk Grp Perf		
	Collocation		
	Appendix A		
	Appendix B		
	Appendix C		

Tennessee

AGREEMENT IMPLEMENTATION TEMPLATE (Business)
for
Intermedia
BellSouth Standard Interconnection Agreement

Agreement Effective Date:	**Agreement Expiration Date:**
Account Manager:	**Account Manager Tel No:**

Attachment Name	Section No.	Version Date	Planned Activities
Terms/Conditions Part A	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	9		
	10		
	11		
	12		
	13		
	14		
	15		
	16		
	17		
	18		
	19		
	20		
	21		
	22		
	23		
	24		
	25		
	26		
Terms/Conditions Part B			

AGREEMENT IMPLEMENTATION TEMPLATE (Business)
for
Intermedia
BellSouth Standard Interconnection Agreement

Attachment Name	Section No.	Version Date	Planned Activities
1-Resale	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	9		
	10		
	11		
	12		
	13		
	Exhibit A		
	Exhibit B		
	Exhibit C		
	Exhibit D		
	Exhibit E		
	Exhibit F		
	Exhibit G		
	Exhibit H		
2-Network Elements & Other Services	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		

AGREEMENT IMPLEMENTATION TEMPLATE (Business)
for
Intermedia
BellSouth Standard Interconnection Agreement

Attachment Name	Section No.	Version Date	Planned Activities
	9		
	10		
	11		
	12		
	13		
	14		
	15		
	16		
	17		
	Exhibit A		
	Exhibit B		
	Exhibit C		
3-Local Interconnection	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	Exhibit A		
4-Physical Collocation	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	9		

AGREEMENT IMPLEMENTATION TEMPLATE (Business)
for
Intermedia
BellSouth Standard Interconnection Agreement

Attachment Name	Section No.	Version Date	Planned Activities
	10		
	11		
	12		
	13		
	14		
	Exhibit A		
	Exhibit B		
5-Access to Numbers & Number Portability	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	Exhibit A		
6-Ordering/Provisioning	1		
	2		
	3		
7-Billing & Billing Accuracy Certification	1		
	2		
	3		
	4		
	5		
	6		
	7		
	Exhibit A		
8-ROW/Conduits/PoleAtt	1		

Tennessee

AGREEMENT IMPLEMENTATION TEMPLATE (Business)
for
Intermedia
BellSouth Standard Interconnection Agreement

Attachment Name	Section No.	Version Date	Planned Activities
9-Perf Measurement	Pre-Ordering		
	Ordering		
	Provisioning		
	Maint/Repair		
	Billing		
	Opr Svcs/DA		
	E911		
	Trunk Grp Perf		
	Collocation		
	Appendix A		
	Appendix B		
	Appendix C		

Attachment 11

BONA FIDE REQUEST
AND
NEW BUSINESS REQUESTS PROCESS

BONA FIDE REQUEST AND NEW BUSINESS REQUESTS PROCESS

1.0 The Parties agree that Intermedia is entitled to order any Network Element, Interconnection option, service option or Resale Service required to be made available by the Communications Act of 1934, as modified by the Telecommunications Act of 1996 (the "Act"), FCC requirements or State Commission requirements. Intermedia also shall be permitted to request the development of new or revised facilities or service options which are not required by the Act. Procedures applicable to requesting the addition of such facilities or service options are specified in this Attachment 11.

2.0 Bona Fide Requests ("BFR") are to be used when Intermedia makes a request of BellSouth to provide a new or modified network element, interconnection option, or other service option pursuant to the Act that was not previously included in the Agreement. New Business Requests ("NBRs") are to be used when Intermedia makes a request of BellSouth to provide a new or custom capability or function to meet Intermedia's business needs that was not previously included in the Agreement. The BFR/NBR process is intended to facilitate the two-way exchange of information between Intermedia and BellSouth, necessary for accurate processing of requests in a consistent and timely fashion.

3.0 A BFR shall be submitted in writing by Intermedia and shall specifically identify the required service date, technical requirements, space requirements and/or such specifications that clearly define the request such that BellSouth has sufficient information to analyze and prepare a response. Such a request also shall include a Intermedia's designation of the request as being (i) pursuant to the Telecommunications Act of 1996 (i.e. a "BFR") or (ii) pursuant to the needs of the business (i.e. a "NBR"). The request shall be sent to Intermedia's Account Executive.

4.0 Intermedia may cancel a BFR or NBR at any time. If Intermedia cancels the request more than three (3) business days after submitting it, Intermedia shall pay BellSouth's reasonable and demonstrable costs of processing and/or implementing the BFR or NBR up to the date of cancellation. If Intermedia does not cancel a BFR or NBR, Intermedia shall pay BellSouth's reasonable and demonstrable costs of processing and implementing the request.

5.0 Within fifteen (15) business days of its receipt of a BFR or NBR from Intermedia, BellSouth shall respond to Intermedia by providing a

preliminary analysis of such Interconnection, Network Element, or other facility or service option that is the subject of the BFR or NBR. The preliminary analysis shall confirm that BellSouth will either offer access to the Interconnection, Network Element, or other facility or service option, or provide an explanation of why it is not technically feasible and/or why the request does not qualify as an Interconnection, Network Element, or is not otherwise required to be provided under the Act.

6.0 If BellSouth determines that the Interconnection, Network Element, or other facility or service option that is the subject of the BFR is technically feasible, BellSouth shall propose a firm price and a detailed implementation plan within forty (40) business days after receipt of the BFR. BellSouth may, but shall not be required, to provide a firm time and cost proposal for a NBR.

7.0 Within thirty (30) business days after its receipt of (i) a refusal of BellSouth to provide a BFR or NBR price quote, or (ii) the BFR or NBR price quote and implementation plan from BellSouth, Intermedia must either confirm or cancel its order for such facility or service option. If it believes such quote is not consistent with the requirements of the Act, Intermedia may at that time seek FCC or state Commission arbitration of its request, as appropriate. Any such arbitration applicable to Network Elements and/or Interconnection shall be conducted in accordance with standards prescribed in Section 252 of the Act.

8.0 Unless Intermedia agrees otherwise, all prices shall be consistent with the pricing principles of the Act, FCC and/or the State Commission.

9.0 If either Party to a BFR or NBR believes that the other Party is not requesting, negotiating, or processing the Bona Fide Request in good faith, or disputes a determination, or price or cost quote, such Party may seek FCC or state Commission resolution of the dispute, as appropriate.

10.0 Upon agreement to the terms of a BFR or NBR, an amendment to the Agreement may be required.