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RECORDS AND REPORTING

BellSouth Telecommunications, Inc.
Suite 400
150 South Monroe Street
Tallahassee, Florida 32301-1556

904 224-7798
Fax 904 224-5073

A. M. Lombardo
Regulatory Vice President

July 9, 1998

Mrs. Blanca S. Bayo
Director, Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399

980860-TP

Re: Approval of the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and Network Telephone Corporation pursuant to Sections 251, 252 and 271 of the Telecommunications Act of 1996

Dear Mrs. Bayo:

Pursuant to section 252(e) of the Telecommunications Act of 1996, BellSouth and Network Telephone Corporation are submitting to the Florida Public Service Commission their negotiated agreement for the interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth telecommunications services to Network Telephone Corporation. The agreement was negotiated pursuant to sections 251, 252 and 271 of the Act.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between BellSouth and Network Telephone Corporation within 90 days of its submission. The Commission 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. Both parties represent that neither of these reasons exist as to the agreement they have negotiated and that the Commission should approve their agreement.

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Very truly yours,

A M Lombardo

Regulatory Vice President

(dt)

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FPSC-RECORDS/REPORTING

INTERCONNECTION AGREEMENT
BETWEEN BELLSOUTH TELECOMMUNICATIONS INC.
AND NETWORK TELEPHONE CORPORATION

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AGREEMENT

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, and Network Telephone Corporation ("Network Telephone"), a Florida corporation, and shall be deemed effective as of May 6, 1998. This agreement may refer to either BellSouth or Network Telephone Corporation 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, Network Telephone is an alternative local exchange telecommunications company ("CLEC") authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, the Parties wish to interconnect their facilities, purchase unbundled elements, 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 Network Telephone agree as follows:

1. **Purpose**

The Parties agree that the rates, terms and conditions contained within this Agreement, including all Attachments, comply and conform with each Parties' obligations under sections 251 and 252 of the Act. The access and interconnection obligations contained herein enable Network Telephone to provide competing telephone exchange service to residential and business subscribers within the territory of BellSouth. The Parties agree that Network Telephone will not be considered to have offered interconnection in any state within BellSouth's region until such time as it has ordered interconnection facilities for the purposes of providing business and/or residential local exchange service to customers

2. Term of the Agreement

2.1 The term of this Agreement shall be two years, beginning May 6, 1998.

2.2 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 local interconnection to be effective beginning on the expiration date of this Agreement ("Subsequent Agreement"). The Parties further agree that any such Subsequent Agreement shall be for a term of no less than two (2) years unless the Parties agree otherwise.

2.3 If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in Section 2.2, above, the Parties are unable to satisfactorily negotiate new local interconnection terms, conditions and prices, either Party may petition the Commission to establish appropriate local interconnection arrangements pursuant to 47 U.S.C. 252. The Parties agree that, in such event, they shall encourage the Commission to issue its order regarding the appropriate local interconnection arrangements 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 arrangements without Commission intervention, the terms, conditions and prices ultimately ordered by the Commission, or negotiated by the Parties, will be effective retroactive to the day following the expiration date of this Agreement. Until the Subsequent Agreement becomes effective, the Parties shall continue to exchange traffic pursuant to the terms and conditions of this Agreement.

3. Ordering Procedures

3.1 Detailed procedures for ordering and provisioning BellSouth services are set forth in BellSouth's Local Interconnection and Facility Based Ordering Guide and Resale Ordering Guide, as appropriate.

3.2 BellSouth has developed electronic systems for placing most resale and some UNE orders. BellSouth has also developed electronic systems for accessing data needed to place orders including valid address, available services and features, available telephone numbers, due date estimation on pre-order and calculation on firm order, and customer service records where applicable. Charge for Operational Support Systems (OSS) shall be as set forth in this agreement.

4. **Parity**

The services and service provisioning that BellSouth provides Network Telephone for resale will be at least equal in quality to that provided to BellSouth, or any BellSouth subsidiary, affiliate or end user. In connection with resale, BellSouth will provide Network Telephone with pre-ordering, ordering, maintenance and trouble reporting, and daily usage data functionality that will enable Network Telephone to provide equivalent levels of customer service to their local exchange customers as BellSouth provides to its own end users. BellSouth shall also provide Network Telephone with unbundled network elements, and access to those elements, that is at least equal in quality to that which BellSouth provides BellSouth, or any BellSouth subsidiary, affiliate or other CLEC. BellSouth will provide number portability to Network Telephone and their customers with minimum impairment of functionality, quality, reliability and convenience.

5. **White Pages Listings**

BellSouth shall provide Network Telephone and their customers access to white pages directory listings under the following terms:

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

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

5.3 Procedures for Submitting Network Telephone Subscriber Information. BellSouth will provide to Network Telephone a magnetic tape or computer disk containing the proper format for submitting subscriber listings. Network Telephone 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.

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

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

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

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

5.8 Delivery. BellSouth or its agent shall deliver White Pages directories to Network Telephone subscribers at no charge.

6. Bona Fide Request Process for Further Unbundling

BellSouth shall, upon request of Network Telephone, provide to Network Telephone access to its unbundled elements at any technically feasible point for the provision of Network Telephone's telecommunications service where such access is necessary and failure to provide access would impair the ability of Network Telephone to provide services that it seeks to offer. Any request by Network Telephone for access to an unbundled element that is not already available shall be treated as an unbundled element Bona Fide Request, and shall be submitted to BellSouth pursuant to the Bona Fide Request process set forth in Attachment 9.

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 Network Telephone revenues.

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

7.3 Limitation of Liability.

7.3.1 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.

7.3.2 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.

7.3.3 Neither BellSouth nor Network Telephone 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.

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

7.4 Indemnification for Certain Claims. BellSouth and Network Telephone providing services, their affiliates and their parent company, shall be indemnified, defended and held harmless by each other against any claim, loss or damage arising from the receiving company's use of the services provided under this Agreement pertaining to (1) claims for libel, slander, invasion of privacy or copyright infringement arising from the content of the receiving company's own communications, or (2) any claim, loss or damage claimed by the other company's customer arising from one company's use or reliance on the other company's services, actions, duties, or obligations arising out of this Agreement.

7.5 No liability for Certain Inaccurate Data. Neither BellSouth nor Network Telephone assumes any liability for the accuracy of data provided by one Party to the other and each Party agrees to indemnify and hold harmless the other for any claim, action, cause of action, damage, or injury that might result from the supply of inaccurate data in conjunction with the provision of any service provided pursuant to this 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. Network Telephone is strictly prohibited from any use, including but not limited to in sales, in marketing or advertising of telecommunications services, of any BellSouth name, service mark or trademark.

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

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

The Parties agree that this Agreement shall not be offered by either Party in another jurisdiction as evidence of any concession or as a waiver of any position taken by the other Party in that jurisdiction or for any other purpose.

13. **Taxes**

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

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

13.2.1 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.

13.2.2 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.

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

13.3.1 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.

13.3.2 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.

13.3.3 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.

13.3.4 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.

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

13.3.6 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.

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

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

13.4.1 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.

13.4.2 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.

13.4.3 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.

13.4.4 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.

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

13.4.6 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.

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

13.5 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.

14. 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.

15. **Year 2000 Compliance**

All software and related materials (collectively called "Software") 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.

16. **Modification of Agreement**

16.1 BellSouth shall make available to Network Telephone any interconnection, service, or network element provided under any other agreement filed and approved pursuant to 47 USC § 252; provided however the parties shall adopt such other agreement in its entirety. The adopted agreement shall apply to the same states as such other agreement and for the identical term.

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

16.3 Execution of this Agreement by either Party does not confirm or infer 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).

16.4 In the event that any final and nonappealable legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of Network Telephone or BellSouth to perform any material

terms of this Agreement, Network Telephone or BellSouth may, on thirty (30) days' written notice require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the Dispute shall be referred to the Dispute Resolution procedure set forth in Section 11.

16.5 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 effective 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.

17. 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.

18. 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.

19. 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.

20. Notices

20.1 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
Room E4E1
3535 Colonnade Parkway
Birmingham, Alabama 35243

and

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

Network Telephone Corporation

Eric Landry
804 South Palafox Street
Pensacola, Florida 32501

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

20.2 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.

20.3 BellSouth shall provide Network Telephone 45-day advance notice via Internet posting of price changes and of changes to the terms and conditions of services available for resale. To the extent that revisions occur between the time BellSouth notifies Network Telephone of changes under this Agreement and the time the changes are scheduled to be implemented, BellSouth will immediately notify Network Telephone of such revisions consistent with its internal notification process. Network Telephone may not hold BellSouth responsible for any cost incurred as a

result of such revisions, unless such costs are incurred as a result of BellSouth's intentional misconduct. Network Telephone may not utilize any notice given under this subsection concerning a service to market resold offerings of that service in advance of BellSouth.

21. **Rule of Construction**

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

22. **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.

23. **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.

24. **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.

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

BellSouth Telecommunications, Inc.

Signature

Director
Title

05/06/98
Date

Network Telephone Corporation

E. Paul Lemly
Signature

CHIEF OPERATING OFFICER
Title

4-30-98
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.

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

Comm'ssion 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 Record (EMR) format exchanged from BellSouth to an CLEC.

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

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 BellCore's Credit 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.

Intermediary function is defined as the delivery of local traffic from a local exchange carrier other than BellSouth; an CLEC other than Network Telephone; another telecommunications company such as a wireless telecommunications provider through the network of BellSouth or Network Telephone to an end user of BellSouth or Network Telephone.

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 unbundled 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. The terms Exchange, and EAS exchanges are defined and specified in Section A3. of BellSouth's General Subscriber Service Tariff. Local Traffic

does not include traffic that originates from or terminates to an enhanced service provider or information service provider.

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 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.

Non-Intercompany Settlement System (NICS) is the 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 is 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 Network Telephone designated Signaling Points of Interconnection that provide a diverse transmission path and cross connect to a BellSouth Signal Transfer Point.

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

Network Telephone's Resale terms, conditions, and rates are provided in Network Telephone's Resale Agreement dated February 7, 1998.

Attachment 2

Unbundled Network Elements

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ACCESS TO UNBUNDLED NETWORK ELEMENTS

1. Introduction

1.1.1 BellSouth shall, upon request of Network Telephone, and to the extent technically feasible, provide to Network Telephone access to its unbundled network elements for the provision of Network Telephone's telecommunications service.

1.1.2 Access to unbundled Network Elements provided pursuant to this Agreement may be connected to other Services and Elements provided by BellSouth or to any Services and Elements provided by CLEC itself or by any other vendor.

1.1.3 Network Telephone may purchase unbundled Network Elements for the purpose of combining such Network Elements by Network Telephone in any manner that is technically feasible.

1.1.4 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.

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

1.1.5.1 "Order Coordination" refers to standard BellSouth service order coordination. Order coordination for physical conversions will be scheduled at BellSouth's discretion during normal working hours on the committed due date and Network Telephone advised. Order coordination for new service or non-physical conversions will be performed by BellSouth at non-scheduled intervals on the committed due date and Network Telephone advised.

1.1.5.2 "Order Coordination - Time Specific" refers to service order coordination in which Network Telephone requests a specific time for a service order conversion to take place. This is a chargeable option for any coordinated order.

2. Unbundled Loops

2.1.1 BellSouth agrees to offer access to unbundled loops pursuant to the following terms and conditions and at the rates set forth in Attachment 11.

2.2 Definition

2.2.1 The loop is the physical medium or functional path on which a subscriber's traffic is carried from the MDF or similar terminating device in a central office or similar environment up to the termination at the NID at the customer's premise. Each unbundled loop will be provisioned with a NID.

2.2.2 The provisioning of service to a customer will require cross-office cabling and cross-connections within the central office to connect the loop to a local switch or to other transmission equipment in co-located space.

2.2.3 BST will offer voice loops 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. Since SL1 loops do not come standard with OC, these loops will be activated on the due date in the same manner and time frames that BST normally activates POTS-type loops for its customers.

2.2.4 The OC feature will be provided as a chargeable option on SL1 loops. The OC feature will allow Network Telephone to coordinate the installation of the loop with the disconnect of an existing customers service and/or number portability service, whereby, the end-user would normally be out of service for an average of less than 15 minutes. In these cases, BellSouth will perform the order conversion with standard order coordination at its discretion during normal work hours.

2.2.5 SL2 loops will be designed, will be provisioned with test points (where appropriate), and will come with standard Order Coordination and a designed layout record (DLR).

2.2.6 BST will offer digital loops as Service Level One elements. They will be designed, will be provisioned with test points (where appropriate), and will come standard with Order Coordination and a DLR.

2.2.7 As a chargeable option on all unbundled loops, BST will offer Order Coordination - Time Specific (OC-TS). This will allow Network Telephone the ability to specify the time that the coordinated conversion takes place.

2.2.8 Network Telephone will be responsible for testing and isolating troubles on the unbundled loops. Once Network Telephone has isolated a trouble to the BST provided loop, Network Telephone will issue a trouble to BST on the loop. BST will take the actions necessary to repair the loop if a trouble actually exists. BST will repair these loops in the same time-frames that BST repairs loops to its customers.

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

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

2.3 Technical Requirements

2.3.1 BST will offer loops capable of supporting telecommunications services such as: POTS, Centrex, basic rate ISDN, analog PBX, voice grade private line, and digital data (up to 64 kb/s). Additional services may include digital PBXs, primary rate ISDN, Nx 64 kb/s, and DS1/DS3 and SONET private lines.

2.3.1.1 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 Network Telephone will be consistent with industry standards.

2.3.1.2 In some instances, Network Telephone will require access to copper twisted pair loop combination unfettered by any intervening equipment (e.g., filters, load coils, range extenders, etc.), so that Network Telephone can use the loop for a variety of services by attaching appropriate terminal equipment at the ends. Network Telephone will determine the type of service that will be provided over the loop. In some cases, Network Telephone may be required to pay additional charges for the removal of certain types of equipment.

2.3.2 The loop shall be provided to Network Telephone in accordance with the following Technical References:

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

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

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

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

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

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

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

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

3. Integrated Digital Loop Carriers

3.1.1 Where BellSouth uses Integrated Digital Loop Carrier (IDLCs) systems to provide the local loop and BellSouth has an alternate facility available, BellSouth will make alternative arrangements to permit Network Telephone to order a contiguous unbundled local loop. To the extent it is technically feasible, these arrangements will provide Network Telephone with the capability to serve end users at the same level BellSouth provides its customers. If no alternate facility is available, BST will utilize its Special Construction (SC) process to determine the additional costs required to provision the loop facilities. Network Telephone will then have the option of paying the one-time SC rates to place the loop facilities or Network Telephone may chose 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 The Network Interface Device (NID) is a single-line termination device or that portion of a multiple-line termination device required to terminate a single line or circuit. The fundamental function of the NID is to establish the official network demarcation point between a carrier and its end-user customer. The NID features two independent chambers or divisions which separate the service provider's network from the customer's inside wiring. Each chamber or division contains the appropriate connection points or posts to which the service provider, and the end-user customer

each make their connections. The NID provides a protective ground connection, and is capable of terminating cables such as twisted pair cable.

4.2 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 Network Telephone designated personnel. In cases where entrance to the customer premises is required to give access to the NID, Network Telephone shall obtain entrance permission directly from the customer.

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

4.3 Interface Requirements

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

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

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

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

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

4.3.2.4 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 Network Telephone unbundled 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. At this time only the TR008 standard is available; ULC using the TR303 standard is being developed and its description will be different than the TR008 service.

5.1.2 For TR008 service BellSouth will use Lucent SLC Series 5 equipment with enhanced feature package B. TR008 ULC 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 Network Telephone at Network Telephone's collocation site. ULC service is offered with or without concentration and with or without protection. The ULC system is a 96-channel system but due to equipment constraints must be purchased in multiples of two. Rates for ULC are as set forth in Attachment 11.

5.1.3 TR303 service is not available at this time. A description and rates will be available at a later date.

6. **Sub-loop Elements**

6.1 Where facilities permit and where necessary to comply with an effective Commission order, BellSouth shall offer access to its Unbundled Sub-Loop (USL), Unbundled Sub-Loop Concentration (USLC) System and Unbundled Network Terminating Wire (UNTW) elements.

6.2 Unbundled Sub-loop (USL)

6.2.1 Definition

6.2.1.1 Unbundled Sub-Loop provides connectivity between the NID component of the unbundled sub-loop and the terminal block on the customer-side of a Feeder Distribution Interface (FDI). This termination and cross-connect field may be in the form of an outside plant distribution closure, remote terminal or fiber node, or an underground vault. Riser Cable that extends from BST's point-of-entry into a building (e.g., equipment closet, terminal room, etc.) to the NID on a particular floor or office space in a multi-tenant building is also classified as a USL. Unbundled Sub-Loops will be provisioned as 2-wire or 4-wire circuits and will include a NID.

6.2.1.2 The Unbundled Sub-Loop may be copper twisted pair, coax cable, or single or multi-mode fiber optic cable. A combination that includes two or more of these media is also possible. If Network Telephone requires a copper twisted pair Unbundled Sub-Loop in instances where the Unbundled Sub-Loop for services that BellSouth offers is other than a copper facility, BellSouth will provide that media if those facilities exist. If there are no copper facilities available, BellSouth will use its Special Construction process to determine if facilities can be provided to Network Telephone.

6.2.2 Requirements for All Unbundled Sub-Loop

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

6.2.2.2 Unbundled Sub-Loop shall support functions associated with provisioning, maintenance and testing of the Unbundled Sub-Loop itself, as well as provide necessary access to provisioning, maintenance and testing functions for Network Elements to which it is associated.

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

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

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

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

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

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

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

6.3 Unbundled Sub-Loop Concentration System (USLC)

6.3.1 Where facilities permit and where necessary to comply with an effective Commission order, BellSouth will provide to Network Telephone with the ability to concentrate its sub-loops onto multiple DS1s back to the BellSouth Central Office. The DS1s will then be terminated into Network Telephone's collocation space. At this time only the TR-008 standard using the Lucent Series 5 equipment is available.

6.3.2 USLC, using the Lucent Series 5 equipment, will allow up to 96 of Network Telephone's sub-loops to be concentrated onto multiple DS1s. USLC service is offered with or without concentration and with or without a protection DS1. The USLC system is a 96 channel system but due to equipment constraints must be purchased in multiples of two systems.

6.3.3 In these scenarios Network Telephone would be required to place a cross-box, remote terminal (RT), or other similar device and deliver a cable to the BST remote terminal. This cable would be connected to a cross-connect panel within the BST RT and would allow Network Telephone'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 agrees to offer its Network Terminating Wire to Network Telephone pursuant to the following terms and conditions and rates set forth in Attachment 11.

6.5 Definition

6.5.1 UNTW is twisted copper wire that extends from BST's point-of-entry into a multi-tenant building (MTB) or multi-dwelling unit (MDU) to the NID at the end-users location.

6.6 Technical Requirements

6.6.1 In these scenarios Network Telephone would be required to place a cross-box, terminal, or other similar device and deliver a cable to the BST terminal located at the buildings point-of-entry or garden terminal. BST would then connect Network Telephone's cable to a cross-connect panel within the BST terminal.

6.6.2 This arrangement would then provide Network Telephone with connectivity from its feeder and/or distribution facilities (terminated in CLEC's terminal) to the NTW and the NID at the end-user premises.

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 Attachment 11.

7.1 Definition

7.1.1 Local Switching is the Network Element that provides the functionality required to connect the appropriate originating lines or trunks wired to the Main Distributing Frame (MDF) or Digital Cross Connect (DSX) panel to a desired terminating line or trunk. Such functionality shall include access to all of the features, functions, and capabilities that the underlying BellSouth switch that is providing such Local Switching function is then capable of providing, including but not limited to: line signaling and signaling software, digit reception, dialed number translations, call screening, routing, recording, call supervision, dial tone, switching, telephone number provisioning, announcements, calling features and capabilities (including call processing), CENTREX, Automatic Call Distributor (ACD), Carrier pre-subscription (e.g. long distance carrier, intraLATA toll), Carrier Identification Code (CIC) portability capabilities, testing and other operational features inherent to the switch and switch software. It also provides access to transport, signaling (ISDN User Part (ISUP) and Transaction Capabilities Application Part (TCAP), and platforms such as adjuncts, Public Safety Systems (911), operator services, Directory Assistance Services and Advanced Intelligent Network (AIN). Remote Switching Module functionality is included in the Local Switching function. The switching capabilities used will be based on the line side features they support. Local Switching will also be capable of routing local, intraLATA, interLATA, and calls to international customer's preferred

carrier; call features (e.g., call forwarding) and CENTREX capabilities. Where required to do so in order to comply with an effective Commission order, Local Switching, including the ability to route to Network Telephone's transport facilities, dedicated facilities and systems, shall be unbundled from all other unbundled Network Elements, i.e., Operator Systems, Shared Transport, and Dedicated Transport. BellSouth and Network Telephone shall continue to work with the appropriate industry groups to develop a long-term solution for selective routing.

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 Network Telephone. 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 Network Telephone purchasing unbundled 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. Network Telephone customers may use the same dialing arrangements as BellSouth customers, but obtain an Network Telephone 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 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 sections 10.1.1 and 10.1.3, 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 Network Telephone will be made pursuant to the Bona Fide Request Process of Attachment 9.

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 Network Telephone customer or network interconnection on any of the Local Switching interfaces. This includes provisioning changes to change a customer from BellSouth's services to Network Telephone'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 (STPS). These capabilities shall adhere to Bellcore specifications - TCAP (GR-1432-CORE), ISUP(GR-905-CORE), Call Management (GR-1429-CORE), Switched Fractional DS1 (GR-1357-CORE), Toll Free Service (GR-1428-CORE), Calling Name (GR-1597-CORE), Line Information Database (GR-954-CORE), and Advanced Intelligent Network (GR-2863-CORE).

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

7.2.1.13 BellSouth shall provide performance data regarding a customer line, traffic characteristics or other measurable elements to Network Telephone, upon a reasonable request from Network Telephone. 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 Network Telephone and BellSouth service applications.

BellSouth shall offer to Network Telephone 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 Network Telephone:

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 Network Telephone customer line the class of service designated by Network Telephone (e.g.,

using line class codes or other switch specific provisioning methods), and shall route directory assistance calls from Network Telephone customers to Network Telephone directory assistance operators at Network Telephone's option.

7.2.1.16 Where capacity exists, BellSouth shall assign each Network Telephone customer line the class of services designated by Network Telephone (e.g., using line class codes or other switch specific provisioning methods) and shall route operator calls from Network Telephone customers to Network Telephone operators at Network Telephone's option. For example, BellSouth may translate 0- and 0+ intraLATA traffic, and route the call through appropriate trunks to an Network Telephone 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 BellCore GR-1298-CORE, AIN Switching System Generic Requirements, as implemented in BellSouth's switching equipment;

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

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

7.2.1.17.4 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 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 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 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 Network Telephone;

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

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

8. **Transport**

BellSouth agrees to offer access to unbundled transport including Shared Transport, Dedicated Transport and Tandem Switching pursuant to following terms and conditions and at the rates set forth in Attachment 11.

8.1 **Definition of Shared Transport**

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

8.2 **Technical Requirements of Shared Transport**

8.2.1 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 Shared Transport provided on DS3 circuits, STS-1 circuits, and higher transmission bit rate circuits, Shared Transport 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 Shared Transport.

8.2.4 At a minimum, 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 Bellcore FR-440 and TR-NWT-000499, Transport Systems Generic Requirements (TSGR): Common Requirements;

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

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

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

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

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

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

8.2.4.29 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 an interoffice transmission path between BellSouth central offices unbundled from local switching.

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) dedicated to Network Telephone.

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;

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

8.3.2 **Technical Requirements**

This Section sets forth technical requirements for all Dedicated Transport.

8.3.2.1 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 Network Telephone designated traffic.

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

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

8.3.2.4 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.

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

8.3.2.4.1 DS0 Equivalent;

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

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

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

8.3.2.4.5 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.

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

1. Facility routing and termination points,

2. Interface selection among those available on the system,

3. System provisionable parameters. This does not include specification of the vendor to be used by BellSouth, except where mutually agreed.

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

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

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

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

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

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

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

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

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

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

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

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

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

8.4 Tandem Switching

8.4.1 Definition

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

8.4.2 Technical Requirements

8.4.2.1 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:

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

8.4.2.1.2 Tandem Switching will provide screening as jointly agreed to by Network Telephone and BellSouth;

8.4.2.1.3 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

8.4.2.1.4 Tandem Switching shall provide access to Toll Free number portability database as designated by Network Telephone;

8.4.2.1.5 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));

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

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

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

8.4.2.3 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).

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

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

8.4.2.6 Upon a reasonable request from Network Telephone, 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 Network Telephone.

8.4.2.7 BellSouth shall maintain Network Telephone's trunks and interconnections associated with Tandem Switching at least at parity to its own trunks and interconnections.

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

8.4.2.9 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 Network Telephone and BellSouth.

8.4.2.10 Tandem Switching shall process originating toll-free traffic received from Network Telephone local switch.

8.4.2.11 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.

8.4.3 **Interface Requirements**

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

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

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

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

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

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

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

8.4.4.2 GR-905-CORE covering CCSNIS;

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

9. **Operator Systems**

BellSouth agrees to offer access to operator systems pursuant to the terms and conditions following and at the rates set forth in Attachment 11.

9.1 **Definition**

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

9.2 **Operator Service**

9.2.1 **Definition**

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

9.2.2 **Requirements**

9.2.2.1 When Network Telephone requests BellSouth to provide Operator Services, the following requirements apply:

9.2.2.1.1 BellSoutn shall complete 0+ and 0- dialed local calls.

9.2.2.1.2 BellSouth shall complete 0+ intraLATA toll calls.

9.2.2.1.3 BellSouth shall complete calls that are billed to Network Telephone customer's calling card that can be validated by BellSouth.

9.2.2.1.4 BellSouth shall complete person-to-person calls.

9.2.2.1.5 BellSouth shall complete collect calls.

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

9.2.2.1.7 BellSouth shall complete station-to-station calls.

9.2.2.1.8 BellSouth shall process emergency calls.

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

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

9.2.2.1.11 BellSouth shall process operator-assisted directory assistance calls.

9.2.2.2 BellSouth shall adhere to equal access requirements, providing Network Telephone local customers the same IXC access as provided to BellSouth customers.

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

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

9.2.2.5 BellSouth shall direct customer account and other similar inquiries to the customer service center designated by Network Telephone.

9.2.2.6 BellSouth shall provide a feed of customer call records in "EMR" format to Network Telephone in accordance with ODUF standards specified in Attachment 7.

9.2.3 **Interface Requirements:**

With respect to Operator Services for calls that originate on local switching capability provided by or on behalf of Network Telephone, 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.

9.3 **Directory Assistance Service**

9.3.1 **Definition**

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

9.3.2 **Requirements**

9.3.2.1 Directory Assistance Service shall provide up to two listing requests per call. If available and if requested by Network Telephone's customer, BellSouth shall provide caller-optional directory assistance call completion service at rates contained in Attachment 11 to one of the provided listings, equal to that which BellSouth provides its customers. If not available, Network Telephone may request such requirement pursuant to the Bona Fide Request Process of Attachment 9.

9.3.2.2 **Directory Assistance Service Updates**

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

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

9.3.2.2.1.2 Customer disconnections: BellSouth will provide service to Network Telephone that is equal to the service it provides to itself and its customers; and

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

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

10. Signaling

BellSouth agrees to offer access to unbundled signaling and access to BellSouth's signaling databases subject to compatibility testing and at the rates set forth in Attachment 11. 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.

10.1 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.

10.2 Technical Requirements

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

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

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

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

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

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

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

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

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

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

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

10.2.5.1 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

10.2.5.2 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).

10.3 **Interface Requirements**

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

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

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

11.2 **Technical Requirements**

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

11.2.1.1 BellSouth Local Switching or Tandem Switching;

11.2.1.2 BellSouth Service Control Points/DataBases;

11.2.1.3 Third-party local or tandem switching

11.2.1.4 Third-party-provided STPSs.

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

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

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

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

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

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

11.2.5 STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as defined in Bellcore ANSI Interconnection Requirements. In particular, this includes Global Title Translation (GTT) and SCCP Management procedures, as specified in T1.112.4. In cases where the destination signaling point is a Network Telephone 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 STPSs 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 a Network Telephone database, then Network Telephone agrees to provide BellSouth with the Destination Point Code for the Network Telephone database.

11.2.6 STPs shall provide on a non-discriminatory basis all functions of the OMAP commonly provided by STPs, as specified in the reference in Section 10.4.5 of this Attachment. All OMAP functions will be on a "where available" basis and can include:

11.2.6.1 MTP Routing Verification Test (MRVT) and

11.2.6.2 SCCP Routing Verification Test (SRVT).

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

11.2.8 STPs shall be on parity with BellSouth.

11.2.9 SS7 Advanced Intelligent Network (AIN) Access

11.2.9.1 When technically feasible and upon request by Network Telephone, SS7 Access shall be made available in association with unbundled 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 Network Telephone SS7 network to exchange TCAP queries and responses with an Network Telephone SCP.

11.2.9.2 SS7 AIN Access shall provide Network Telephone SCP access to BellSouth local switch in association with unbundled switching via interconnection of BellSouth SS7 and Network Telephone 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 Network Telephone SCP as at least at parity with BellSouth's SCP's in terms of interfaces, performance and capabilities.

11.3 **Interface Requirements**

11.3.1 BellSouth shall provide the following STPs options to connect Network Telephone or Network Telephone-designated local switching systems or STPSs to BellSouth SS7 network:

11.3.1.1 An A-link interface from Network Telephone local switching systems; and,

11.3.1.2 A B-link interface from Network Telephone local STPSs.

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

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

11.3.4 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 STPS. BellSouth and Network Telephone will work jointly to establish mutually acceptable SPOIs.

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

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

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

11.3.6 **Message Screening**

11.3.6.1 BellSouth shall set message screening parameters so as to accept valid messages from Network Telephone local or tandem switching systems

destined to any signaling point within BellSouth's SS7 network where the Network Telephone switching system has a legitimate signaling relation.

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

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

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

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

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

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

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

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

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

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

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

12. Service Control Points/DataBases

12.1 Definition

12.1.1 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.

12.1.2 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.

12.2 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 Network Telephone in accordance with the following requirements.

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

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

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

12.2.4 **Database Availability**

Call processing databases shall have a maximum unscheduled availability of 30 minutes per year. Unavailability due to software and hardware

upgrades shall be scheduled during minimal usage periods and only be undertaken upon proper notification to providers which might be impacted. Any downtime associated with the provision of call processing related databases will impact all service providers, including BellSouth, equally.

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

12.3 **Local Number Portability Database**

12.3.1 **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.

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

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

12.4.1 **Definition**

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

12.4.2 **Technical Requirements:**

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

12.4.2.1 Prior to the availability of a long-term solution for Local Number Portability, BellSouth shall enable Network Telephone to store in BellSouth's LIDB

any customer Line Number or Special Billing Number record, whether ported or not, for which the non-Network Telephone dedicated NPA-NXX or RAO-0/1XX Group is supported by that LIDB, except for numbers ported from a third party local services provider.

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

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

12.4.2.4 BellSouth shall perform the following LIDB functions (i.e., processing of the following query types as defined in the technical reference in Section 13.8.5 of this Attachment) for Network Telephone's customer records in LIDB:

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

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

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

12.4.2.6 Within two (2) weeks after a request by Network Telephone, BellSouth shall provide Network Telephone with a list of the customer data items which Network Telephone 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.

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

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

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

12.4.2.10 BellSouth shall provide Network Telephone with the capability to provision (e.g., to add, update, and delete) NPA-NXX and RAO-0/1XX Group Records, and Line Number and Special Billing Number Records, associated with Network Telephone customers, directly into the BellSouth's LIDB provisioning process. The capability to provision (e.g., to add, update, and delete) NPA-NXX and RAO-01/1XX Group records, and Line Number and Special Billing Number Records, associated with Network Telephone customers will be provided by BellSouth's DBAC. Direct access into BellSouth's LIDB process is not currently available. Once Direct access becomes available with the appropriate security measures, BellSouth will offer such access to Network Telephone. In the interim , BellSouth will provide access by electronic mail, facsimile or password-protected phone call (applicable to Group level NPA-NXX and RAO-01/1XX, updated within the same day if notification to BellSouth is received by 1:00 PM central time).

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

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

12.4.2.13 BellSouth shall provide priority updates to LIDB for Network Telephone data upon Network Telephone'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.

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

12.4.2.15 BellSouth shall provide LIDB systems such that no more than 0.01% of Network Telephone customer records will be missing from LIDB, as measured by Network Telephone audits. BellSouth will audit Network Telephone records in LIDB against DBAS to identify record mismatches and provide this data to a designated Network Telephone contact person to resolve the status of the records and BellSouth will update system appropriately. BellSouth will refer record of mis-matches to Network Telephone within one business day of audit. Once reconciled records are received back from Network Telephone, 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 Network Telephone to negotiate a time frame for the updates, not to exceed three business days.

12.4.2.16 BellSouth shall perform backup and recovery of all of Network Telephone'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.

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

Calling Card Queries
Billed Number Screening Queries
Calling Card Successful
Calling Card Denied
Calling Card CCAN Service Denied
Calling Card Pin Match Field
Calling Card Record Not Found
Billed Number Screening Successful
Billed Number Screening Not Found
Group Not Found

BNS/C Processing Indicator Not Enabled
Group Status/Nonparticipating

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

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

12.4.2.19 BellSouth shall prevent any access to or use of Network Telephone 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 Network Telephone in writing.

12.4.2.20 BellSouth shall provide Network Telephone 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 Network Telephone at least at parity with BellSouth Customer Data. BellSouth shall obtain from Network Telephone the screening information associated with LIDB Data Screening of Network Telephone 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 Network Telephone under the Bona Fide Request process of Attachment 9.

12.4.2.21 BellSouth shall accept queries to LIDB associated with Network Telephone customer records, and shall return responses in accordance with industry standards.

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

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

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

12.4.3 **Interface Requirements**

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

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

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

12.4.3.3 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.

12.5 **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:

12.5.1 **Technical Requirements**

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

12.5.1.2 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.

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

12.5.1.3.1 Network Management;

12.5.1.3.2 Customer Sample Collection; and

12.5.1.3.3 Service Maintenance

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

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

BellSouth shall provide the Emergency Services Database in accordance with the following:

12.6.1 **Technical Requirements**

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

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

12.6.1.2.1 Name;

12.6.1.2.2 Address;

12.6.1.2.3 Telephone number; and

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

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

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

12.6.1.5 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.

12.6.2 **Interface Requirements**

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

12.7 **Directory Assistance Database**

BellSouth shall make its directory assistance database available to Network Telephone in order to allow Network Telephone to provide its customers with the same directory assistance telecommunications services BellSouth provides to BellSouth customers. BellSouth shall provide Network Telephone 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 Network Telephone and BellSouth of customer address and number changes. Directory Assistance Services must provide both the ported and Network Telephone telephone numbers to the extent available in BellSouth's database assigned to a customer. Privacy indicators must be properly identified to assure the non-published numbers are accurately identified.

12.8 **Calling Name Database**. BellSouth shall make available its calling name database at rates, terms and conditions contained in BellSouth's calling name database Agreement.

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

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

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

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

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

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

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

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

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

12.10.1 BellSouth's Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access shall provide Network Telephone the capability that will allow Network Telephone 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.

12.10.2 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 Network Telephone. Scheduling procedures shall provide Network Telephone equivalent priority to these resources

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

12.10.4 When Network Telephone selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable Network Telephone 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.

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

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

13. **DARK FIBER**

BellSouth agrees to offer access to Dark Fiber where the state commissions have required such access pursuant to the terms and conditions following and at the rates set forth in Attachment 11. The parties agree that Dark Fiber will be used in the provisioning of local service.

13.1.1 Dark Fiber is unused strands of optical fiber. 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.

13.2 **Requirements**

13.2.1 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 Network Telephone pursuant to the prices set forth in Attachment 11 of this Agreement.

13.2.2 Network Telephone may test the quality of the Dark Fiber to confirm its usability and performance specifications.

13.2.3 BellSouth shall use its best efforts to provide to Network Telephone 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 Network Telephone ("Request"). Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber ("Confirmation").

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

14. **SS7 Network Interconnection**

14.1.1 **Definition**

SS7 Network Interconnection is the interconnection of Network Telephone local Signaling Transfer Point Switches (STPS) and Network Telephone

local or tandem switching systems with BellSouth STPSs. This interconnection provides connectivity that enables the exchange of SS7 messages among BellSouth switching systems and databases (DBs), Network Telephone local or tandem switching systems, and other third-party switching systems directly connected to the BellSouth SS7 network.

14.1.2 **Technical Requirements**

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

14.1.2.1.1 BellSouth local or tandem switching systems;

14.1.2.1.2 BellSouth DBs; and

14.1.2.1.3 Other third-party local or tandem switching systems.

14.1.2.2 The connectivity provided by SS7 Network Interconnection shall fully support the functions of BellSouth switching systems and DBs and Network Telephone 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 Network Telephone 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 Network Telephone local STPSs and BellSouth or other third-party local switch.

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

14.1.2.4 SS7 Network Interconnection shall provide all functions of the MTP as specified in ANSI T1.111. This includes:

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

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

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

14.1.2.5 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 Network Telephone local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a gateway pair of Network Telephone local STPSs, and shall not include SCCP Subsystem Management of the destination.

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

14.1.2.7 SS7 Network Interconnection shall provide all functions of the TCAP, as specified in ANSI T1.114.

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

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

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

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

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

14.1.3 **Interface Requirements**

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

14.1.3.1.1 A-link interface from Network Telephone local or tandem switching systems; and

14.1.3.1.2 B-link interface from Network Telephone STPSs.

14.1.3.2 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 STPS is located. There shall be a DS1

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

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

14.1.3.4 The protocol interface requirements for SS7 Network Interconnection include the MTP, ISDNUP, SCCP, and TCAP. These protocol interfaces shall conform to the following specifications:

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

14.1.3.4.2 Bellcore GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service;

14.1.3.4.3 Bellcore GR-1429-CORE, CCS Network Interface Specification (CCSNIS) Supporting Call Management Services; and

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

14.1.3.5 BellSouth shall set message screening parameters to block accept messages from Network Telephone local or tandem switching systems destined to any signaling point in the BellSouth SS7 network with which the Network Telephone switching system has a legitimate signaling relation.

14.1.4 SS7 Network Interconnection shall be equal to or better than all of the requirements for SS7 Network Interconnection set forth in the following technical references:

14.1.4.1 ANSI T1.110-1992 American National Standard Telecommunications - Signaling System Number 7 (SS7) - General Information;

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

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

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

14.1.4.5 ANSI T1.113-1995 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Integrated Services Digital Network (ISDN) User Part;

14.1.4.6 ANSI T1.114-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Transaction Capabilities Application Part (TCAP);

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

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

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

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

14.1.4.11 Bellcore GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service;

14.1.4.12 Bellcore GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service;

14.1.4.13 Bellcore GR-1429-CORE, CCS Network Interface Specification (CCSNIS) Supporting Call Management Services; and,

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

15. **Basic 911 and E911**

If CLEC orders unbundled network elements, then CLEC 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 and at the rates set forth in Attachment 11.

15.1 **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).

15.2 **Requirements**

15.2.1 Basic 911 Service Provisioning. For Basic 911 service, BellSouth will provide to Network Telephone 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. Network Telephone 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. Network Telephone will be required to route that call to BellSouth at the appropriate tandem or end office. When a municipality converts to E911 service, Network Telephone will be required to discontinue the Basic 911 procedures and being using E911 procedures.

15.2.2 E911 Service Provisioning. For E911 service, Network Telephone will be required to install a minimum of two dedicated trunks originating from the Network Telephone 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. Network Telephone will be required to provide BellSouth daily updates to the E911 database. Network Telephone 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, Network Telephone 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.

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

15.2.4 Basic 911 and E911 functions provided to Network Telephone shall be at least at parity with the support and services that BellSouth provides to its customers for such similar functionality.

15.2.5 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 Network Telephone to follow in providing 911/E911 services.

Attachment 3

Local Interconnection

Local Interconnection

BellSouth shall provide Network Telephone interconnection with BellSouth's network for the transmission and routing of telephone exchange service and exchange access on the following terms:

1. Local Traffic Exchange

1.1 Local Traffic. Local Traffic shall be as defined in Part B of the General Terms and Conditions of this Agreement. All other traffic that originates and terminates between end users within a LATA boundary is toll traffic. In no event shall the Local Traffic area for purposes of local call termination billing between the parties be decreased. No party shall represent Exchange Access traffic nor ESP nor Information Service Provider traffic as Local Traffic.

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

1.2.1 Trunk-side of local switch.

1.2.2 Trunk interconnection points for tandem switch.

1.2.3 Central office cross-connect points.

1.2.4 Out-of-band signal transfer points.

1.2.5 Interconnection at applicable unbundled network element points is also available.

1.2.6 BellSouth may provide local interconnection at any other technically feasible point. Requests for interconnection at other points may be made through the bona fide request process set out in Attachment 9.

1.3 Percent Local Use. When traffic other than local traffic is routed on the same facilities as local traffic, 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. Effective on the first of January, April, July and October of each year, BellSouth and Network Telephone shall provide a positive report updating the PLU. Detailed requirements associated with PLU reporting shall be as 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.

1.3.1 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 Network Telephone shall retain records of call detail for a minimum of nine months from which a PLU can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the 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 auditory paid for by the party requesting the audit. The PLU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, to the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit. If, as a result of an audit, either party is found to have overstated the PLU by twenty percentage points (20%) or more, that party shall reimburse the auditing party for the cost of the audit.

1.4 Percentage Interstate Usage. For combined interstate and intrastate Network Telephone traffic terminated by BellSouth over the same facilities, Network Telephone 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 Network Telephone. 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.

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

1.6 Intermediary Tandem Switching. BellSouth will provide intermediary tandem switching and transport services for Network Telephone's connection of its end user to a local end user of another CLEC where both CLECs are connected at the same tandem and termination of calls is

authorized. Rates for intermediary tandem switching are set out in Attachment 11.

1.7 Mutual Provision of Access Service. When BellSouth and Network Telephone 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. BellSouth will use the Multiple Exchange Carrier Access Billing system to establish meet point billing for all applicable traffic, including traffic terminating to ported numbers. 30-day billing periods will be employed for these arrangements. The recording party agrees to provide to the initial billing company, at no charge, the switched access detailed usage data within a reasonable time after the usage is recorded. The initial billing company will provide the switched access summary usage data to all subsequent billing companies within 10 days of rendering the initial bill to the IXC.

1.8 Rates. Rates for interconnection for local traffic on the BellSouth network as set out in this Section are set out in Attachment 11. Compensation for interconnection is reciprocal, as set out in Section 8 below.

2. Exchange of IntraLATA toll traffic

Exchange of intraLATA toll traffic between BellSouth and Network Telephone networks shall occur as follows:

2.1 IntraLATA Toll Traffic. IntraLATA toll traffic is traffic that is not Local Traffic as defined in Section 1.1 above.

2.2 Delivery of intraLATA toll traffic. For terminating its toll traffic on the other company's network, each party will pay BellSouth's current intrastate terminating switched access rate, inclusive of the Interconnection Charge and the Carrier Common Line rate elements of the switched access rate. See BellSouth's Intrastate Access Services Tariff.

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

charge Network Telephone the appropriate tariff charges for originating network access services. If BellSouth is serving as the Network Telephone end user's presubscribed interexchange carrier or if the Network Telephone end user uses BellSouth as an interexchange carrier on a 10XXX basis, the Network Telephone will charge BellSouth the appropriate BellSouth tariff charges for originating network access services.

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

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

2.6 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 EMR format for a fee of $0.013 per record.

2.7 800 Access Screening. Should Network Telephone 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. Network Telephone shall utilize SS7 signaling links, ports and usage as set forth in Attachment 2. Network Telephone 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

3. Methods of Interconnection

Interconnection for telephone exchange service and exchange access shall be either at every BellSouth access tandem and/or at every BellSouth end office within a local calling area or other authorized area (e.g., an Extended Area Service Zone). Interconnection is available through: (1) virtual collocation; (2) physical collocation; and (3)

interconnection via purchase of facilities from either party by the other company.

4. **Trunk Groups**

BellSouth and Network Telephone shall establish trunk groups between interconnecting facilities. Trunks may be either one-way or two-way. Two-way trunking may be provided by BellSouth consistent with BellSouth engineering specifications. Local and intraLATA traffic only may be routed over the same one-way trunk group. Requests for alternative trunking arrangements may require submission of a bona fide request via the Bona Fide Request Process set forth in Attachment 9.

5. **Network Design and Management for Interconnection**

5.1 Network Management and Changes. BellSouth will work cooperatively with Network Telephone 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. BellSouth agrees to provide public notice of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.

5.2 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 when technically feasible.

5.3 Quality of Interconnection. The local interconnection for the transmission and routing of telephone exchange service and exchange access that BellSouth provides to Network Telephone 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 BellSouth provides local interconnection. Attachment 2 contains detailed service descriptions,

technical requirements and quality measures provided to Network Telephone.

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

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

5.6 Forecasting Requirements.

5.6.1 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.

5.6.2 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. Section 5.6.3 contains guidelines regarding trunk forecasts, the forecast meetings and meeting intervals, that the Parties can use to form the basis of their agreement. The Parties agree that each forecast provided under this Section 5.6.2 shall be deemed "Confidential Information" under Section 9 of the General Terms and Conditions – Part A of this Agreement.

5.6.3 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 they know 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" under Section 9 of the General Terms and Conditions of this Agreement.

5.6.4 In addition to, and not in lieu of, the non-binding forecasts required by Section 5.6.2, a Party that is required pursuant to this Agreement to provide a forecast (the "Forecast Provider") or a Party that is entitled pursuant to this Agreement to receive a forecast (the "Forecast Recipient") with respect to traffic and volume requirements for the services and network elements provided under this Agreement may request that the other Party enter into negotiations to establish a forecast (a "Binding Forecast") that commits such Forecast Provider to purchase, and such Forecast Recipient to provide, a specified volume to be utilized as set forth in such Binding Forecast. The Forecast Provider and Forecast Recipient shall negotiate the terms of such Binding Forecast in good faith and shall include in such Binding Forecast provisions regarding price, quantity, liability for failure to perform under a Binding Forecast and any other terms desired by such Forecast Provider and Forecast Recipient. The Parties agree that each forecast provided under this Section shall be deemed "Confidential Information" under Section 10.1 of the General Terms and Conditions – Part A of this Agreement. Notwithstanding the foregoing, under no circumstance should either Party be required to enter into a Binding Forecast as described in this Section.

5.6.5 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.

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

6. **Parity in Ordering and Provisioning**

BellSouth shall provide interconnection ordering and provisioning services to Network Telephone that are equal to the ordering and provisioning services BellSouth provides to itself. Detailed procedures for ordering and provisioning BellSouth interconnection services are set forth in the Local Interconnection and Facility Based Ordering Guide.

7. **Local Dialing Parity**

BellSouth shall provide local dialing parity, meaning that Network Telephone customers will not have to dial any greater number of digits than BellSouth customers to complete the same call. In addition, Network Telephone 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.

8. **Reciprocal Compensation**

8.1 BellSouth shall provide for the mutual and reciprocal recovery of the costs of transporting and terminating local calls on its and Network Telephone's network. The parties agree that charges for transport and termination of calls on its respective networks are as set forth in Attachment 11.

8.2 The delivery of traffic which 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 stipulated in this agreement to a terminating carrier. The delivery of this traffic is contingent upon CLEC negotiating and executing valid contractual 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. An agreement or valid order with the terminating carrier will be established prior to the delivery of any transit traffic to BellSouth destined for the particular carrier's network. Further, CLEC agrees to compensate BellSouth for any charges or costs for the delivery of transit traffic to a connecting carrier on behalf of CLEC for which a valid contract or order has not been established.

8.3 Interconnection with Enhanced Service Providers (ESPs)/Information Service Providers (ISPs). Traffic originated to and terminated by ESPs/ISPs shall not be included in the reciprocal compensation arrangements of this Agreement.

Attachment 4

Physical Collocation

BELLSOUTH
PHYSICAL COLLOCATION

I. *SCOPE OF AGREEMENT*

A. BellSouth hereby grants to Network Telephone a right to occupy that certain enclosed area designated by BellSouth within a BellSouth Central Office, of a size and dimension which is specified by Network Telephone and agreed to by BellSouth (hereinafter "Collocation Space"). BellSouth will design and construct at Network Telephone's expense, a wall or other delineation to establish a clear division between the Collocation Space and other areas of the Central Office dedicated to BellSouth's use.

B. Network Telephone shall use the Collocation Space for the purposes of installing, maintaining and operating Network Telephone's equipment (to include testing and monitoring equipment) which is used to interconnect with telecommunications services and facilities provided by BellSouth. Pursuant to Article III, following, Network Telephone may place Network Telephone-owned fiber entrance facilities to the Collocation Space, in which case the arrangement is designated "Expanded Interconnection." Placement of equipment in the Collocation Space without the use of Network Telephone-owned entrance facilities is designated "Service Interconnection." In addition to, and not in lieu of, interconnection to BellSouth services and facilities, Network Telephone may connect to other interconnectors within the designated Central Office. The Collocation Space may be used for no other purposes except as specifically described herein or authorized in writing by BellSouth.

C. Network Telephone may not provide or make available space within the Collocation Space to any third party. Any violation of this provision shall be deemed a material breach of this Agreement.

D. Network Telephone agrees to pay the rates and charges identified at Exhibit A attached hereto.

E. A Collocation Space will be provided to Network Telephone at each Central Office identified at Exhibit B attached hereto, which Exhibit shall be updated from time to time as additional Central Offices are made subject to the terms of this Agreement.

II. *TERM OF AGREEMENT*

A. Term. The term of this Agreement shall be for an initial period of two (2) years, beginning on the Agreement date stated above and ending two (2) years later on the month and day corresponding to such date.

B. Commencement Date. The "Commencement Date" shall be the first day after Network Telephone's equipment becomes operational as described in Article II.B, following.

C. Occupancy. BellSouth will notify Network Telephone that the Collocation Space is ready for occupancy. Network Telephone 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. BellSouth may consent to an extension beyond 180 days upon a demonstration by Network Telephone that circumstances beyond its reasonable control prevented Network Telephone from completing installation by the prescribed date. If Network Telephone fails to place operational telecommunications equipment in the Collocation Space within 180 days and such failure continues for a period of thirty (30) days after receipt of written notice from BellSouth, then and in that event Network Telephone's right to occupy the Collocation Space terminates and BellSouth shall have no further obligations to Network Telephone with respect to said Collocation Space. Termination of Network Telephone's rights to the Collocation Space pursuant to this paragraph shall not operate to release Network Telephone 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 Agreement. For purposes of this paragraph, Network Telephone's telecommunications equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provision.

D. Termination. Network Telephone may terminate occupancy in a particular Collocation Space upon thirty (30) days prior written notice to BellSouth. Upon termination of such occupancy, Network Telephone at its expense shall remove its equipment and other property from the Collocation Space. Network Telephone shall have thirty (30) days from the termination date to complete such removal; provided, however, that Network Telephone shall continue payment of monthly fees to BellSouth until such date as Network Telephone has fully vacated the Collocation Space. Should Network Telephone 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 Network Telephone at Network Telephone's expense and with no liability for damage or injury to Network Telephone's property unless caused by the negligence or intentional misconduct of BellSouth.

III. *USE OF COLLOCATION SPACE*

A. Nature of Use. BellSouth shall permit Network Telephone to place, maintain and operate in the Collocation Space any equipment that Network Telephone is authorized by BellSouth and by Federal or State regulators to place, maintain and operate in collocation space and that is used by Network Telephone to provide services which Network Telephone has the legal authority to provide. The equipment must at a minimum comply with the BellCore Network Equipment Building System (NEBS) General Equipment Requirements (TR-NWT-000063) and National Electric Code standards. Network Telephone may elect to enclose the Collocation Space. Network Telephone shall not use the Collocation Space for marketing purposes. Network Telephone shall place no signs or marking of any kind (except for a plaque or other identification affixed to Network Telephone's equipment and reasonably necessary to identify Network Telephone's equipment, and which shall include a list of emergency contacts with telephone numbers), in the area surrounding the Collocation Space or on the grounds of the Central Office housing the Collocation Space.

B. Entrance Facilities. Network Telephone may elect to place Network Telephone-owned entrance facilities into the Collocation Space. BellSouth will designate the point of interconnection in proximity to the central office building housing the Collocation Space, such as an entrance manhole or a cable vault. Network Telephone will provide and place cable at the point of interconnection of sufficient length to be pulled through conduit and into the splice location. No splicing will be permitted in the entrance manhole. Network Telephone will provide 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 Network Telephone's equipment in the Collocation Space. Network Telephone must contact BellSouth for instructions prior to placing the entrance facility cable in the manhole. Network Telephone is responsible for maintenance of the entrance facilities. Dual entrance will be permitted where capacity exists. The interconnection point for entrance facilities extending from a rooftop antenna will be designated by BellSouth on the Application/Inquiry response.

C. Demarcation Point. A point-of-termination bay(s) will designate the point(s) of interconnection between Network Telephone'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. Network Telephone may, at its option, provide its own point-of-termination bay(s) in accordance with BellSouth's guidelines and specifications, which BellSouth will provide upon request.

D. Network Telephone's Equipment and Facilities. Network Telephone is solely responsible for the design, engineering, testing, performance, monitoring, maintenance, and repair of the equipment and facilities used by Network Telephone in the Collocation Space. Without limitation of the foregoing provisions, Network Telephone will be responsible for servicing, supplying, repairing, installing and maintaining the following: (1) cable(s); (2) equipment; (3) point-of-termination cross-connects; (4) point of termination maintenance, including replacement fuses and circuit breaker restoration, if not performed by BellSouth; and (5) connection cable(s) and associated equipment which may be required within the Collocation Space to the points of interconnection.

E. 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 equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cables). BellSouth will give reasonable notice to Network Telephone when access to the Collocation Space is required. Network Telephone may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that Network Telephone will not bear any of the expense associated with this work.

F. Access and Administration. Network Telephone shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. A security escort will be required at Central Offices where separate, secured ingress and egress are not available and access would require Network Telephone to traverse restricted areas. All employees, agents and contractors of Network Telephone having access to the Collocation Space shall comply with BellSouth's policies and practices pertaining to fire, safety and security, and each such employee, agent or contractor shall display an identification badge issued by Network Telephone or certified vendor which contains a current photo, the individual's name and company name/logo. Network Telephone agrees to comply with all laws, ordinances and regulations affecting the use of the Collocation Space. Upon expiration of this Agreement, Network Telephone shall surrender the Collocation Space to BellSouth in the same condition as when first occupied by Network Telephone except for ordinary wear and tear.

G. Interference or Impairment. Notwithstanding any other provisions of this Agreement, 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 Network Telephone violate the

provisions of this paragraph, BellSouth shall give written notice to Network Telephone, which notice shall direct Network Telephone to cure the violation within twenty-four (24) hours 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. If Network Telephone fails to take curative action within 24 hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or interference/impairment of the services provided by BellSouth, 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 Network Telephone's equipment. BellSouth will endeavor, but is not required, to provide notice to Network Telephone prior to taking such action and shall have no liability to Network Telephone for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.

H. Personalty and its Removal. Subject to requirements of this Agreement, Network Telephone may place or install in or on the Collocation Space such facilities and equipment as it deems desirable for the conduct of business. Personal property, facilities and equipment placed by Network Telephone 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 Network Telephone at any time. Any damage caused to the Collocation Space by Network Telephone's employees, agents or representatives during the removal of such property shall be promptly repaired by Network Telephone at its expense.

I. Alterations. In no case shall Network Telephone or any person acting on behalf of Network Telephone 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 Network Telephone.

IV. *ORDERING AND PREPARATION OF COLLOCATION SPACE*

A. Application for Space. Network Telephone shall submit to BellSouth a complete and accurate Application and Inquiry document, together with payment of the Application Fee as stated in Exhibit A. The Application shall contain a detailed description and schematic drawing of the equipment to be placed in Network Telephone's Collocation Space(s) and an estimate of the amount of square footage required. BellSouth will respond to Network Telephone's Application in writing following the completion of review, planning and design activities. Such response will include estimates on space availability, space preparation costs and space availability dates. In the event BellSouth cannot provide the requested Collocation Space, BellSouth shall refund the Application Fee to Network Telephone.

B. Bona Fide Firm Order. Network Telephone shall indicate its intent to proceed with equipment installation in a BellSouth Central Office by submitting a Bona Fide Firm Order to BellSouth. A Bona Fide Firm Order requires Network Telephone to complete the Application/Inquiry process described in Article IV.A preceding, submit an updated Application document based on the outcome of the Application/Inquiry process, and pay all applicable fees referenced in Article V, following. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) days after BellSouth's response to Network Telephone's Application/Inquiry. Space preparation for the Collocation Space will not begin until BellSouth receives the Bona Fide Firm Order and all applicable fees.

C. Use of Certified Vendor. Network Telephone shall select an equipment installation vendor which has been approved as a BellSouth Certified Vendor to perform all engineering and installation work required in the Collocation Space. BellSouth shall provide Network Telephone with a list of Certified Vendors upon request. The Certified Vendor shall be responsible for installing Network Telephone's equipment and components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and Network Telephone upon successful completion of installation. The Certified Vendor shall bill Network Telephone directly for all work performed for Network Telephone pursuant to this Agreement and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Vendor.

D. Alarm and monitoring. BellSouth shall place environmental alarms in the Central Office for the protection of BellSouth equipment and facilities. Network Telephone shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service the Collocation Space. Upon request, BellSouth will provide Network Telephone with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by Network Telephone.

E. Basic Telephone Service. Upon request of Network Telephone, 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.

F. Space Preparation. BellSouth shall pro rate the costs of any renovation or upgrade to Central Office space or support mechanisms which is required to accommodate physical collocation. Network Telephone's pro rated share will be calculated by multiplying such cost by a percentage equal to the amount of square footage occupied by Network Telephone divided by the total Central Office square footage receiving renovation or upgrade. For this section, support mechanisms provided by BellSouth may include, but not be limited to heating/ventilation/air conditioning (HVAC) equipment, HVAC duct work, cable support structure, fire wall(s), mechanical upgrade, asbestos abatement, ground plane addition, or separate ingress/egress construction. Such renovation or upgrade will be evaluated and the charges assessed on a per Central Office basis. BellSouth will make reasonable efforts to provide for occupancy of the Collocation Space on the negotiated date and will advise Network Telephone of delays. Network Telephone agrees BellSouth shall not be liable to Network Telephone for delays in providing possession of the Collocation Space.

G. Space Enclosure. Upon request of Network Telephone, BellSouth shall construct an equipment arrangement enclosure of a size and dimension jointly agreed upon by the Parties. Network Telephone may request enclosed floor space in increments of one hundred (100) square feet, with a minimum of one hundred (100) square feet. Network Telephone may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. Such contractor shall directly bill Network Telephone for activities associated with the space enclosure construction.

H. Cancellation. If Network Telephone cancels its order for the Collocation Space(s), Network Telephone 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 Network Telephone would have otherwise paid for work undertaken by BellSouth if no cancellation of the order had occurred.

V. *RATES AND CHARGES*

Network Telephone shall pay for Collocation Space(s) according to the rates contained in Exhibit A attached hereto and pursuant to the following:

A. Non-recurring Fees. In addition to the Application Fee referenced in Article IV preceding, Network Telephone shall remit payment of a Cable Installation Fee, Space Construction Fee, as applicable, and one-half (1/2) of the estimated Space Preparation Fee coincident with submission of a Bona Fide Firm Order. The outstanding balance of the actual Space Preparation Fee shall be due thirty (30) days following Network Telephone's receipt of a bill or invoice from BellSouth. BellSouth shall provide documentation to establish the actual Space Preparation Fee. Cable Installation Fee(s) are assessed per entrance fiber placed. No Cable Installation Fee is required for Service Interconnection. The Space Preparation Fee will be pro rated as prescribed in Article IV.F preceding. The Space Enclosure Construction Fee will be assessed for the materials and installation cost of the equipment enclosure. BellSouth's engineering and other labor time associated with establishing the Physical Collocation Arrangement will be assessed as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. An estimate of the Additional Engineering charges will be provided by BellSouth to Network Telephone in the Application Response.

B. Floor Space. The floor space charge includes charges for lighting, heat, air conditioning, ventilation and other allocated expenses associated with maintenance of the Central Office but does not include amperage necessary to power Network Telephone's equipment. When the Collocation Space is enclosed by walls or other divider, Network Telephone shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, Network Telephone shall pay floor space charges based upon the number of square feet contained in a shadow print of Network Telephone's equipment racks and POT bay, plus a factor of 2.50 multiplied by the shadow print, which represents Network Telephone's share of wiring and provisioning aisle space for provisioning and maintenance activities. Floor space charges are due beginning with the date on which BellSouth releases the Collocation Space for occupancy or on the date Network Telephone first occupies the Collocation Space, whichever is sooner.

C. Power. Charges for -48V DC power will be assessed per ampere per month based upon the certified vendor engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and cable rack to Network Telephone's equipment or space enclosure. Fuses and power feed cables (A&B) must be engineered (sized), furnished and installed by Network Telephone's certified vendor. The Network Telephone's certified vendor must also provide a copy of the engineering power specification prior to the Commencement Date. In the event BellSouth shall be required to construct additional DC power plant or upgrade the existing DC power plant in a central office as a result of Network Telephone's request to collocate in that central office ("Power Plant Construction"), Network Telephone shall pay all costs associated with the Power Plant Construction. The determination of whether Power Plant Construction is necessary shall be within BellSouth's sole, but reasonable, discretion. BellSouth will notify Network Telephone of the need for the Power Plant Construction and will estimate the costs associated with the Power Plant Construction if BellSouth were to perform the Power Plant Construction. Network Telephone shall pay BellSouth one-half of the estimated Power Plant Construction costs prior to commencement of the work. Network Telephone shall pay BellSouth the balance due (actual cost less one-half of the estimated cost) within thirty (30) days of completion of the Power Plant Construction. Network Telephone has the option to perform the Power

Plant Construction itself; provided, however, that such work shall be performed by a BellSouth certified contractor and such contractor shall comply with BellSouth's guidelines and specifications. Where the Power Plant Construction results in construction of a new power plant room, upon termination of this Agreement Network Telephone shall have the right to remove its equipment from the power plant room, but shall otherwise leave the room intact. Where the Power Plant Construction results in an upgrade to BellSouth's existing power plant, upon termination of this Agreement, such upgrades shall become the property of BellSouth.

D. Security Escort. A security escort will be required whenever Network Telephone or its approved agent desires access to the entrance manhole or must traverse a restricted area within BellSouth's central office. Rates for a BellSouth security escort are assessed in one-half (1/2) hour increments according to the schedule appended hereto as Exhibit A.

VI. *INSURANCE*

A. Network Telephone shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Article VI and underwritten by insurance companies licensed to do business in the states contained in Exhibit B attached hereto and having a BEST Insurance Rating of B ++ X (B ++ ten).

B. Network Telephone shall maintain the following specific coverages:

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.

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.

3. Network Telephone 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.

C. The limits set forth in Article VI.B above may be increased by BellSouth from time to time during the term of this Agreement upon thirty (30) days notice to Network Telephone to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.

D. All policies purchased by Network Telephone 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 Central Office and shall remain in effect for the term of this Agreement or until all Network Telephone's property has been removed from BellSouth's Central Office, whichever period is longer. If Network Telephone fails to maintain required

coverages, BellSouth may pay the premiums thereon and seek reimbursement of same from Network Telephone.

E. Network Telephone shall submit certificates of insurance reflecting the coverages 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. Network Telephone shall arrange for BellSouth to receive thirty (30) days advance notice of cancellation from Network Telephone's insurance company. Network Telephone shall forward a certificate of insurance and notice of cancellation to BellSouth at the following address:

BellSouth Telecommunications, Inc.
Attn.: Risk Management Coordinator
3535 Colonnade Parkway, S9A1
Birmingham, Alabama 35243

F. Network Telephone 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.

G. Failure to comply with the provisions of this Section will be deemed a material breach of this Agreement.

VII. *MECHANICS LIENS*

If any mechanics lien or other liens shall be filed against property of BellSouth, 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 Network Telephone or by reason of any changes, or additions to BellSouth property made at the request or under the direction of the Network Telephone, Network Telephone shall, within thirty (30) days after receipt of written notice from BellSouth either pay such lien or cause the same to be bonded off BellSouth's property in the manner provided by law. Network Telephone shall also defend on behalf of BellSouth, at Network Telephone's sole cost and expense, any action, suit or proceeding which may be brought for the enforcement of such liens and Network Telephone shall pay any damage and discharge any judgment entered thereon.

VIII. *INSPECTIONS*

BellSouth shall conduct an inspection of Network Telephone's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between Network Telephone's equipment and equipment of BellSouth. BellSouth may conduct an inspection if Network Telephone adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide Network Telephone with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections.

IX. *SECURITY*

Only BellSouth employees, BellSouth certified vendors and authorized employees or agents of Network Telephone will be permitted in the BellSouth Central Office. Network Telephone shall provide its employees and agents with picture identification which must be worn and visible at all times while in the Collocation Space or other areas in or around the Central Office. BellSouth may refuse entry to any person who fails to display the identification required by this section.

X. *INDEMNITY / LIMITATION OF LIABILITY*

A. Network Telephone shall be liable for any damage to property, equipment or facilities or injury to person caused by the activities of Network Telephone, its agents or employees pursuant to, or in furtherance of, rights granted under this Agreement. Network Telephone shall indemnify and hold BellSouth harmless from and against any judgments, fees, costs or other expenses resulting or claimed to result from such activities by Network Telephone, its agents or employees.

B. BellSouth shall not be liable to Network Telephone for any interruption of Network Telephone's service or for interference with the operation of Network Telephone's communications facilities, or for any special, indirect, incidental or consequential damages arising in any manner, including BellSouth's negligence, out of the use of the Collocation Space(s) and Network Telephone shall indemnify, defend and hold BellSouth harmless from and against any and all claims, demands, causes of action, costs and reasonable attorneys' fees with respect to such special, indirect, incidental or consequential damages.

XI. *DESTRUCTION OF COLLOCATION SPACE*

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 Network Telephone's permitted use hereunder, then either party may elect within ten (10) days after such damage, to terminate this Agreement, 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 Network Telephone'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 Network Telephone, 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. Where allowed and where practical in the sole judgment of BellSouth, Network Telephone may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, Network Telephone shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for Network Telephone's permitted use, until such Collocation Space is fully repaired and restored and Network Telephone's equipment installed therein (but in no event later than thirty (30) days after the Collocation Space is fully repaired and restored).

XII. *EMINENT DOMAIN*

If the whole of a Collocation Space shall be taken by any public authority under the power of eminent domain, then this Agreement shall terminate as of the day possession shall be taken by such public authority and rent and other charges for the Collocation Space 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 shall be taken under eminent domain, BellSouth and Network Telephone shall each have the right to terminate this Agreement

and declare the same null and void, by written notice of such intention to the other party within ten (10) days after such taking.

XIII. *ASSIGNMENT*

Network Telephone acknowledges that this Agreement does not convey any right, title or interest in the Central Office to Network Telephone. Network Telephone may not sublet its rights under this Agreement, nor shall it allow a third party to use or occupy the Collocation Space at any time or from time to time without the prior written consent, and at the sole discretion, of BellSouth. This Agreement is not assignable by either party without the prior written consent of the other party, and any attempt to assign any of the rights, duties or obligations of this Agreement without such consent is void. Notwithstanding the foregoing, either party may assign any rights, duties or obligations of this Agreement to a parent, subsidiary or affiliate without the consent of the other party.

EXHIBIT A
Page 1 of 3

Schedule of Rates and Charges

Rate Element Description		Type of Charge	Charge
Application Fee		NRC (per Arrangement, per C.O.)	$3,850.00
Subsequent Application Fee (Note 1)		NRC (per Arrangement, per C.O.)	$1,600.00
Space Preparation Fee (Note 2)		NRC (per Arrangement, per C.O.)	ICB
Space Enclosure Construction Fee (Note 2)		NRC (per 100 square feet)	$4,500.00
Additional Engineering Fee (Note 3)		NRC	ICB
Cable Installation		NRC (per entrance cable)	$2,750.00
Floor Space	Zone A	RC (per square foot)	$7.50
	Zone B	RC (per square foot)	$6.75
Power		RC (per amp)	$5.00
Cable Support structure		RC (per entrance cable)	$13.35
Cross-Connects	2-wire	RC (per cross-connect)	$0.30
	4-wire	RC (per cross-connect)	$0.50
	DS1	RC (per cross-connect)	$8.00
	DS3	RC (per cross-connect)	$72.00
	2-wire	NRC (first cross-connect)	$19.20
	4-wire	NRC (first cross-connect)	$19.20
	DS1	NRC (first cross-connect)	$155.00
	DS3	NRC (first cross-connect)	$155.00
	2-wire	NRC (each additional cross-connect)	$19.20
	4-wire	NRC (each additional cross-connect)	$19.20
	DS1	NRC (each additional cross-connect)	$27.00
	DS3	NRC (each additional cross-connect)	$27.00
POT Bay	2-wire	RC (per cross-connect)	$0.40
	4-wire	RC (per cross-connect)	$1.20
	DS1	RC (per cross-connect)	$1.20
	DS3	RC (per cross-connect)	$8.00
Additional Security Access Cards		NRC-ICB (each)	$10.00

EXHIBIT A
Page 2 of 3

Schedule of Rates and Charges (cont.)

Rate Element Description	Type of Charge	Charge
Direct Connection (Note 4)		
(1) Fiber Arrangement	RC (per cable, per linear foot)	$0.06
-with Initial Application	NRC (per Arrangement)	n/a
-Subsequent to Application	NRC (per Arrangement)	$246.00
(2) Copper or Coaxial Arrangement	RC (per cable, per linear foot)	$0.03
-with Initial Application	NRC (per Arrangement)	n/a
-Subsequent to Application	NRC (per Arrangement)	$246.00
Security Escort		
Basic - first half hour	NRC-ICB	$41.00
Overtime - first half hour	NRC-ICB	$48.00
Premium - first half hour	NRC-ICB	$55.00
Basic - additional half hour	NRC-ICB	$25.00
Overtime - additional half hour	NRC-ICB	$30.00
Premium - additional half hour	NRC-ICB	$35.00

Notes

NRC: Non-recurring Charge - one-time charge
RC: Recurring Charge - charged monthly
ICB: Individual Case Basis - one-time charge

(1) Subsequent Application Fee. BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital (e.g., additional space or power requirements, BST termination/cross-connect equipment, etc.), BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee.

(2) Space Preparation Fee. The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers costs associated with the shared physical collocation area within a central office, which include survey, engineering, design and building modification costs. BellSouth will pro rate the total shared space preparation costs among the collocators at each location based on the amount of square footage occupied by each collocator. This charge may vary depending on the location and the type of arrangement requested.

EXHIBIT A
Page 3 of 3

Schedule of Rates and Charges (cont.)

Notes (cont.)

(2) (cont.)
Space Enclosure Construction Fee. The Space Enclosure Construction Fee is a one-time fee, assessed per enclosure, per location. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. This fee is assessed in 100 square-foot increments, with a minimum space enclosure size of 100 square feet. Network Telephone may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the contractor shall directly bill Network Telephone for the space enclosure, and this fee shall not be applicable.

(3) Additional Engineering Fee. BellSouth's engineering and other labor costs associated with establishing the Physical Collocation Arrangement shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. An estimate of the Additional Engineering charges shall be provided by BellSouth in the Application Response.

(4) Direct Connection. As stated in Article I.B of the Collocation Agreement, Network Telephone may connect to other interconnectors within the designated Central Office in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Network Telephone must use its Certified Vendor to place the direct connection. The Direct Connection NRC is assessed when direct connection is the only work requested by Network Telephone. If any other work in addition to the direct connection is being requested, whether for an initial installation of a Collocation Space or for an augmentation to an existing Collocation Space, an Application Fee or a Subsequent Application Fee will be assessed in lieu of the Direct Connection NRC. Construction charges may also apply; BellSouth shall provide an estimate of these charges in the Application Response.

Bona Fide Physical Collocation Arrangements

Central Office Name:
Central Office CLLI Code:
City:
State:
Date of Bona Fide Firm Order:

Central Office Name:
Central Office CLLI Code:
City:
State:
Date of Bona Fide Firm Order:

Central Office Name:
Central Office CLLI Code:
City:
State:
Date of Bona Fide Firm Order:

Central Office Name:
Central Office CLLI Code:
City:
State:
Date of Bona Fide Firm Order:

Central Office Name:
Central Office CLLI Code:
City:
State:
Date of Bona Fide Firm Order:

Central Office Name:
Central Office CLLI Code:
City:
State:
Date of Bona Fide Firm Order:

Attachment 5

Access to Numbers and Number Portability

ACCESS TO NUMBERS and NUMBER PORTABILITY

1. Non-Discriminatory Access to Telephone Numbers

BellSouth currently serves as a North American Numbering Plan administrator for its territory. During the term of this Agreement, and while BellSouth continues to serve as the numbering plan administrator, BellSouth will ensure that Network Telephone, whether facilities-based or reseller, has nondiscriminatory access to telephone numbers for assignment to their customers under the same terms that BellSouth has access to telephone numbers. BellSouth provides numbering resources pursuant to the Bellcore Guidelines regarding number assignment. Network Telephone will be required to complete the NXX code application in accordance with Industry Carriers Compatibility Forum, Central Office Code Assignment Guidelines, ICCF 93-0729-010. If BellSouth transfers a block of NXX numbers to Network Telephone, Network Telephone will be responsible for the update to the RDBS/BRIDS Bellcore database. At Network Telephone's request through the BOR Process, BellSouth will update the database for a fee at an hourly rate.

2. Permanent Solution

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

3. Service Provider Number Portability

3.1 Definition. Until an industry-wide permanent solution can be achieved, 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 Network Telephone. 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 Network Telephone switch that serves the subscriber. 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.

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. Additional call paths for the forwarding of multiple simultaneous calls are available on a per path basis at separate rates in addition to the rates for SPNP-RCF.

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 switched local channel and switched dedicated transport apply as contained in BellSouth's Intrastate Access Services tariff, as said tariff is amended from time to time. Transport mileage will be calculated as the airline distance between the end office where the number is ported and the Point of Interface ("POI") using the V&H coordinate method. SPNP-DID must be established with a minimum configuration of two channels and one unassigned telephone number per switch, per arrangement for control purposes. Transport facilities arranged for SPNP-DID may not be mixed with any other type of trunk group, with no outgoing calls placed over said facilities. SPNP-DID will be provided only where such facilities are available and where the switching equipment of the ordering company is properly equipped. Where SPNP-DID service is required from more than one wire center or from separate trunk groups within the same wire center, such service provided from each wire center or each trunk group within the same wire center shall be considered a separate service. Only customer-dialed sent-paid calls will be completed to the first number of a SPNP-DID number group; however, there are no restrictions on calls completed to other numbers of a SPNP-DID number group. Interface group arrangements provided for terminating the switched transport at the Party's terminal location are as set forth in of BellSouth's Intrastate Access Services Tariff, § E6.1.3.A as amended from time to time.

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. As an alternative to the itemized monthly bill, each company shall have the option of receiving this usage data on a daily basis via a data file transfer arrangement. This arrangement will utilize the existing industry uniform standard, known as EMR standards, for exchange of billing data. Files of usage data will be created daily for the optional service. Usage originated and recorded in the sending BellSouth

RAO will be provided in unrated format. CLEC usage originated elsewhere and delivered via CMDS to the sending BellSouth RAO shall be provided in rated format.

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, keep the interconnection charge, tandem switching and a portion of transport, and remit the local switching, a portion of transport and CCL revenues to the other company. If an intraLATA toll call is delivered, the delivering company will pay terminating access rates to the other company. This subsection does not apply in cases where SPNP-DID is utilized for number portability.

4.10 If, through a final and nonappealable order, the Federal Communications Commission ("FCC") issues regulations pursuant to 47 U.S.C. § 251 to require number portability different than that provided pursuant to this section, BellSouth will comply with that order.

5. **Rates**

Rates for service provider number portability are set out in Attachment 11.

Attachment 6

Ordering and Provisioning

ORDERING AND PROVISIONING

1. Quality of Ordering and Provisioning

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

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

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

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

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

2. Access to Operational Support Systems

2.1 BellSouth shall provide Network Telephone 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). Customer record information includes any and all customer specific information, including but not limited to, customer specific information in CRIS and RSAG. Network Telephone 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 Network Telephone 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 and Electronic Data Interchange (EDI) arrangement for resale requests and certain unbundled network elements. As an alternative to the EDI arrangement, BellSouth also provides through LENS an ordering and provisioning capability that is integrated with the LENS pre-ordering capability.

2.4 Service Trouble Reporting and Repair. Service trouble reporting and repair allows Network Telephone to report and monitor service troubles and obtain repair services. BellSouth shall offer Network Telephone service trouble reporting in a non-discriminatory manner that provides Network Telephone the equivalent ability to report and monitor service troubles that BellSouth provides to itself. BellSouth also provides Network Telephone 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 Network Telephone 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 Network Telephone to New BellSouth Software Releases. BellSouth will issue new software releases for its electronic interfaces as needed to meet regulatory and standard requirements and to improve operations. Network Telephone will migrate with BellSouth to new electronic interface system releases. BellSouth will continue to support Network Telephone on old releases for 60 days after the date of the release. If Network Telephone is unable or does not want to migrate within that time frame, Network Telephone will have the option of paying a fee to maintain the old platform. BellSouth will issue documents to Network Telephone within sufficient notice to allow Network Telephone to make the necessary changes to their systems and operations and allow Network Telephone to migrate with BellSouth.

2.6 Rates. All costs incurred by BellSouth to develop and implement operational interfaces shall be recovered from the carriers who utilize the services.

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 Network Telephone will be held for a maximum of thirty (30) days from the date the order is placed on hold. After such time, if Network Telephone wishes to reinstate an order, Network Telephone may be required to submit a new service order.

3.2 Single Point of Contact. Network Telephone will be the single point of contact with BellSouth for ordering activity for unbundled network elements used by Network Telephone 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. Network Telephone 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 applicable to Presubscribed Interexchange Carrier (PIC) changes. Pursuant to such an order, BellSouth may disconnect any unbundled network element associated with the service to be disconnected and being used by Network Telephone to provide service to that end user and reuse such unbundled network elements or facilities to enable such other LEC to provide service to the end user. BellSouth will notify Network Telephone that such an order has been processed, but will not be required to notify Network Telephone in advance of such processing.

3.3 Use of Facilities. When a customer of the LEC elects to discontinue service from the LEC and to transfer service to another local exchange carrier, including BellSouth, BellSouth shall have the right to reuse the facilities provided to Network Telephone by BellSouth for retail or resale service, unbundled loop and/or unbundled port for that customer under the following conditions:

3.3.1 BellSouth has received a new order from the customer or the customer's new local exchange carrier for a retail service or resale service or for an unbundled network element which the customer or the customer's new local exchange carrier has indicated that the order constitutes a transfer of service from the LEC to another provider (i.e., the order is not for a new line or an additional line).

3.3.2 The order for retail service, resale service, unbundled loop and/or port can be for either exchange service or private line.

3.3.3 Upon receipt of a transfer of service order from a customer or the customer's new local exchange carrier, BellSouth will do the following:

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

3.3.3.2 Reuse the serving facility for the retail or resale service, unbundled Network Element for the same customer at the same location.

3.3.3.3 Notify Network Telephone 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.

Attachment 7

Billing and Billing Accuracy Certification

BILLING AND BILLING ACCURACY CERTIFICATION

1. Payment and Billing Arrangements

1.1 Billing. Currently, BellSouth provides billing through the Carrier Access Billing System (CABS) and through the Customer Records Information System (CRIS) depending on the particular service(s) that Network Telephone requests.

1.2 Master Account. For resold services, when the initial service is ordered by Network Telephone, BellSouth will establish an accounts receivable master account for Network Telephone.

1.3 Payment Responsibility. Payment of all charges will be the responsibility of Network Telephone. Network Telephone shall make payment to BellSouth for all services billed. BellSouth is not responsible for payments not received by Network Telephone from Network Telephone's customer. BellSouth will not become involved in billing disputes that may arise between Network Telephone 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 BellSouth.

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 Network Telephone, the total amount billed to Network Telephone will not include any taxes due from the end user. Network Telephone will be solely responsible for the computation, tracking, reporting and payment of all federal, state and/or local jurisdiction taxes associated with the services resold to the end user.

1.6 Miscellaneous. As the customer of record for resold services, Network Telephone will be responsible for, and remit to BellSouth, all charges applicable to its resold services for emergency services (E911 and 911) and Telecommunications Relay Service (TRS) as well as any other charges of a similar nature.

1.7 Late Payment. 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. 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 BellSouth determines is appropriate.

1.8 Access Charges for Resellers. 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 Network Telephone.

1.9 End User Common Line Charge for Resellers. Pursuant to 47 CFR Section 51.617, BellSouth will bill Network Telephone end user common line charges identical to the end user common line charges BellSouth bills its end users.

1.10 Discontinuing Service to Network Telephone. The procedures for discontinuing service to Network Telephone are as follows:

1.10.1 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 Network Telephone of the rules and regulations contained in BellSouth's tariffs.

1.10.2 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 Network Telephone 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 Network Telephone to receive notices of noncompliance, discontinue the provision of existing services to Network Telephone at any time thereafter.

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

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

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

1.10.6 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.

1.11 Deposit Policy. When purchasing services from BellSouth, Network Telephone may be required to 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 an irrevocable Letter of Credit or in its sole discretion some other form of security acceptable to the Company. 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.

2. Billing and Billing Accuracy Certification

2.1 BellSouth and Network Telephone 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 Network Telephone will develop standards, measurements, and performance requirements for a local billing measurements process. On a regular basis BellSouth will provide Network Telephone with mutually agreed upon performance measurement data that substantiates the accuracy, reliability, and integrity of the billing process for local billing. In return, CLEC 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.

3 Billing Discrepancies

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.

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.

4 RAO Hosting

4.1 RAO Hosting, Credit Card and Third Number Settlement System (CATS) and NICS services provided to Network Telephone 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 Network Telephone 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 Network Telephone 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 Network Telephone must have its own unique RAO code. Requests for establishment of RAO status where BellSouth is the selected CMDS interfacing host, require written notification from Network Telephone to BellSouth at least six (6) weeks prior to the proposed effective date. The proposed effective date will be mutually agreed upon between the Parties with consideration given to time necessary for the completion of required BellCore functions. BellSouth will request the assignment of an RAO code from its connecting contractor, currently BellCore, on behalf of Network Telephone and will coordinate all associated conversion activities.

4.5 BellSouth will receive messages from Network Telephone 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 EMR format editing, and balancing of message data with the EMR trailer record counts on all data received from Network Telephone.

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

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

4.10 Transmission of message data between BellSouth and Network Telephone will be via electronic data transmission.

4.11 All messages and related data exchanged between BellSouth and Network Telephone will be formatted in accordance with accepted industry standards for EMR formatted records and packed between appropriate EMR header and trailer records, also in accordance with accepted industry standards.

4.12 Network Telephone 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 Network Telephone to send data to BellSouth more than sixty (60) days past the message date(s), Network Telephone 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 Network Telephone 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 Network Telephone) identified and agreed to, the company responsible for creating the data (BellSouth or Network Telephone) 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 EMR format edits performed by BellSouth on data received from Network Telephone, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify Network Telephone of the error condition. Network Telephone 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, Network Telephone 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 Network Telephone 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 <u>RAO Compensation</u>

4.18.1 Rates for message distribution service provided by BellSouth for Network Telephone are as set forth in Attachment 11 of this Agreement.

4.18.2 Rates for data transmission associated with message distribution service are as set forth in Attachment 11 of this Agreement.

4.18.3 Data circuits (private line or dial-up) will be required between BellSouth and Network Telephone for the purpose of data transmission. Where a dedicated line is required, Network Telephone will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Network Telephone 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 Network Telephone. Additionally, all message toll charges associated with the use of the dial circuit by Network Telephone will be the responsibility of Network Telephone. 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 the Network Telephone end for the purpose of data transmission will be the responsibility of Network Telephone.

4.19 Intercompany Settlements Messages

4.19.1 This Section addresses the settlement of revenues associated with traffic originated from or billed by Network Telephone 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 Network Telephone and the involved company(ies).

4.19.2 Both traffic that originates outside the BellSouth region by Network Telephone and is billed within the BellSouth region, and traffic that originates within the BellSouth region and is billed outside the BellSouth region by Network Telephone, is covered by this Agreement.

4.19.3 Once Network Telephone is operating within the BellSouth territory, revenues associated with calls originated and billed within the BellSouth

region will be settled via BellCore's, its successor or assign, NICS system when it is implemented. Should Network Telephone operate within the BellSouth region prior to the implementation of NICS, in-region revenues will not be settled until the implementation of NICS. Should this time period exceed six (6) months, BellSouth and Network Telephone agree to negotiate an alternate form of settlement for these revenues.

4.19.4 Upon implementation of NICs, this Section shall be amended to include intra-region settlements as appropriate.

4.19.5 BellSouth will receive the monthly Credit Card and Third Number Settlement System (CATS) reports from BellCore, its successor or assign, on behalf of Network Telephone. BellSouth will distribute copies of these reports to Network Telephone on a monthly basis.

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

BellSouth and Network Telephone agree that monthly netted amounts of less than ten dollars ($10.00) will not be settled.

5. Optional Daily Usage File

5.1 Upon request from Network Telephone, BellSouth will provide the Optional Daily Usage File (ODUF) service to Network Telephone pursuant to the rates, terms and conditions set forth in this section.

5.2 The Network Telephone 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 CRIS Billing System, but billing to an Network Telephone customer. The Optional Daily Usage Feed also includes operator handled calls originating from Network Telephone subscriber lines and purchasing Operator Services from BellSouth.

Charges for delivery of the Optional Daily Usage File will appear on the Network Telephones' monthly bills. The charges are as set forth in Attachment 11 of this Agreement.

5.4 The Optional Daily Usage Feed will contain both rated and unrated messages. All messages will be in the standard Bellcore EMR record format.

5.5 Messages that error in the billing system of the Network Telephone will be the responsibility of the Network Telephone. If, however, the Network Telephone should encounter significant volumes of errored messages that prevent processing by the Network Telephone within its systems, BellSouth will work with the Network Telephone 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 the Network Telephone:

- 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

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 Network Telephone.

5.6.1.4 In the event that Network Telephone detects a duplicate on Optional Daily Usage File they receive from BellSouth, Network Telephone will drop the

duplicate message (Network Telephone 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 Network Telephone 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 EMR 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 one dataset per workday.

5.6.2.2 Data circuits (private line or dial-up) may be required between BellSouth and Network Telephone for the purpose of data transmission. Where a dedicated line is required, Network Telephone will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Network Telephone 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 Network Telephone. Additionally, all message toll charges associated with the use of the dial circuit by Network Telephone will be the responsibility of Network Telephone. 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 Network Telephone end for the purpose of data transmission will be the responsibility of Network Telephone.

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 Network Telephone which BellSouth RAO that is sending the message. BellSouth and Network Telephone will use the invoice sequencing to control data

exchange. BellSouth will be notified of sequence failures identified by Network Telephone and resend the data as appropriate.

The data will be packed using Bellcore EMR records.

5.6.4 PACK REJECTION

5.6.4.1 Network Telephone 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 Bellcore EMR Error Codes will be used. Network Telephone will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to Network Telephone by BellSouth.

5.6.5 CONTROL DATA

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

5.6.6 TESTING

5.6.6.1 BellSouth shall send test files to Network Telephone 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 Network Telephone set up a production (LIVE) file. The live test may consist of Network Telephone's employees making test calls for the types of services Network Telephone requests on the Optional Daily Usage File. These test calls are logged by Network Telephone, and the logs are provided to BellSouth. These logs will be used to verify the files.

Attachment 8

Rights-of-Way, Conduits and Pole Attachments

Attachment 8

Rights-of-Way, Conduits and Pole Attachments

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

Attachment 9

Bona Fide Request Process

BONA FIDE REQUEST PROCESS

1.0 Bona Fide Requests are to be used when Network Telephone makes a request of BellSouth to provide a new or modified network element, interconnection option, or other service option pursuant to the Telecommunications Act of 1996; or to provide a new or custom capability or function to meet Network Telephone's business needs, referred to as a Business Opportunity Request (BOR). The BFR process is intended to facilitate the two way exchange of information between the requesting Party and BellSouth, necessary for accurate processing of requests in a consistent and timely fashion.

1.1 A Bona Fide Request shall be submitted in writing by Network Telephone 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 Network Telephone's designation of the request as being (i) pursuant to the Telecommunications Act of 1996 or (ii) pursuant to the needs of the business. The request shall be sent to Network Telephone's Account Executive.

Attachment 10

Performance Measurements

PERFORMANCE MEASUREMENT

TABLE OF CONTENTS

PRE-ORDERING (PO)

Function:	**Average Response Interval for Pre-Ordering Information & OSS Interface Availability**
Measurement Overview:	As an initial step of establishing service, the customer service agent must establish such basic facts as availability of desired features, likely service delivery intervals, the telephone number to be assigned, the current products and features the customer has, and the validity of the street address. Typically, this type of information is gathered from supporting OSSs while the customer (or potential customer) is on the telephone with the customer service agent. Pre-ordering activities are the first contact that a customer may have with a CLEC. This measure is designed to monitor the time required for CLECs to obtain the pre-ordering information necessary to establish and modify service. Comparison to BST results allow conclusions as to whether an equal opportunity exists for the CLEC to deliver a comparable customer experience (compared to BST) when a retail customer calls the CLEC with a service inquiry.
Measurement Methodology:	**1. Average Response Interval = Σ [(Query Response Date & Time) - (Query Submission Date & Time)] / (Number of Queries Submitted in Reporting Period)** The response interval for each pre-ordering query is determined by computing the elapsed time from BST receipt of a query from the CLEC, whether or not syntactically correct, to the time BST returns the requested data to the CLEC. Elapsed time is accumulated for each major query type, consistent with the specified reporting dimension, and then divided by the associated total number of queries received by BST during the reporting period. **Objective:** Average response time per transaction for a query for appointment scheduling, service & feature availability, address verification, request for Telephone Numbers (TNs), and Customer Service Records (CSRs). The query interval starts with the request message leaving the CLEC and ends with the response message arriving at the CLEC. **2. OSS Interface Availability = (Actual Availability) / (Scheduled Availability) X 100** **Objective:** Percent of times OSS interface is actually available compared to scheduled availability.

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

RNS Response Times

System	< 2.3 Sec.	> 6 Sec.	Avg. Sec.	# of Calls
RSAG				
- by TN	x	x	x	x
- by ADDR	x	x	x	x
ATLAS	x	x	x	x
DSAP	x	x	x	x
CSR	x	x	x	x
PSIMS/COFFI	x	x	x	x

LENS Response Times

System	< 2.3 Sec.	> 6 Sec.	Avg. Sec.	# of Calls
RSAG				
- by TN	x	x	x	x
- by ADDR	x	x	x	x
ATLAS	x	x	x	x
DSAP	x	x	x	x
CSR	x	x	x	x
PSIMS/COFFI	x	x	x	x

EC-LITE Response Times

System	< 2.3 Sec.	> 6 Sec.	Avg. Sec.	# of Calls
RSAG				
- by TN	x	x	x	x
- by ADDR	x	x	x	x
ATLAS	x	x	x	x
DSAP	x	x	x	x
CSR	x	x	x	x
PSIMS/COFFI	x	x	x	x

OSS Interface Availability

Application	% Availability CLEC	% Availability BST
LENS	X	X
LEO	X	X
LESOG	X	X
EDI	X	X
CLEC TAFI	X	X
PSIMS	X	X
HAL	X	X
BOCRIS	X	X
ATLAS/COFFI	X	X
RSAG/DSAP	X	X
LMOS HOST	X	X
SOCS (update)	X	X

ORDERING

Function:	Ordering
Measurement Overview:	When a customer calls their service provider, they expect to get information promptly regarding the progress on their order(s). Likewise, when changes must be made, such as to the expected delivery date, customers expect that they will be immediately notified so that they may modify their own plans. The order status measurements monitor, when compared to BST result, that the CLEC has timely access to order progress information so that the customer may be updated or notified when changes and rescheduling are necessary. Furthermore, the "% jeopardies returned" measure for the CLEC, when reported in comparison to BST result, will gauge whether initial commitments to the CLEC for order processing are as reliable as the commitments BST makes for its own operations.
Measurement Methodology:	**1. Firm Order Confirmation Timeliness = ∑ [(Date and Time of Firm Order Confirmation) - (Date and Time of Service Request Acknowledgment)] / (Number of Service Requests Confirmed in Reporting Period)** **Objective:** Interval for Return of a Firm Order Confirmation (FOC Interval) is the average response time from receipt of **valid** service order request to distribution of order confirmation. **Methodology:** • Non-Mechanized Results are based on a 100% sample • Mechanized Results are based on actual data for all orders from the OSS **2. Reject Interval = ∑ [(Date and Time of Service Request Rejection) - (Date and Time of Service Request Acknowledgment)] / (Number of Service Requests Rejected in Reporting Period)** **Objective:** Reject Interval is the average reject time from receipt of service order request to distribution of rejection. **Methodology:** • Non-Mechanized Results are based on a 100% sample • Mechanized Results are based on actual data for all orders from the OSS **3. Percent Rejected Service Requests = ∑ (Total Number of Rejected Service Requests) / (Total Number of Service Requests Received) X 100.** **Objective:** Percent Rejected Service Requests is the percent of total orders received rejected due to error or omissions. **Methodology:** • Manual tracking for non flow-through service requests • Mechanized tracking for flow-through service requests

	4. Percent Flow-through Service Requests = ∑ (Total of Service Requests that flow-through to the BST OSS) / (Total Number of Service Requests delivered to BST OSS) X 100. **Objective:** Percent Flow-through Service Requests measures the percentage of orders that utilize BSTs' OSS without manual (human) intervention. **Methodology:** • Mechanized tracking for flow-through service requests **5. Total Service Request Cycle Time = (∑ Date & Time CLEC Service Requests placed in queue for completion) - (∑ Date & Time CLEC Service Requests first reaches BST Interface) / Total Number of Service Requests** **Objective:** The average time it takes to process a CLEC service request, measured from the first time the request reaches the BST interface to the order being placed in queue for completion. Comparisons can be made to equivalent BST cycle times to assure the CLEC of processing parity. Service Request Cycle Time captures both reject and commitment intervals. **Methodology:** Mechanized tracking for flow-through orders **6. Service Requests submissions per request = ∑ (Total Service Requests that flow-through to the BST OSS) + (Total Rejects) / (Total Service Requests Received)** **Objective:** Measures the average number of times the same service request is resubmitted due to changes and/or updates. **Methodology:** Mechanized tracking for flow-through service requests **7. Speed of Answer in Ordering Center = ∑ (Total time in seconds to reach LCSC) / (Total # of Calls) in Reporting Period.** **Objective:** Measures the average time to reach a BST representative. This can be an important measure of adequacy in a manual environment or even in a mechanized environment where CLEC service representatives have a need to speak with their BST peers. **Methodology:** Mechanized tracking through LCSC Automatic Call Distributor.

Reporting Dimensions:	Excluded Situations:
• See Appendix A, item 1 • See Appendix A, item 4	• Firm Order Confirmation Interval - Invalid Service Requests • Rejection Interval • Percent Rejected Service Requests - None • Percent Flow-through Service Requests - Rejected Service Requests • Service Requests canceled by the CLEC • Service Request Activities of BSTassociated with internal or administrative use of local services.
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • Interval for FOC • Reject Interval • Total number of LSRs • Total number of Errors • Adjusted Error Volume • Total number of flow through service requests • Adjusted number of flow through service requests • Geographic Scope	• Report Month • Interval for FOC • Reject Interval • Total number of LSRs • Total number of Errors • Adjusted Error Volume • Total number of flow through service requests • Adjusted number of flow through service requests • Geographic Scope

Firm Order Confirmation Timeliness

		Mechanized		Non-Mechanized		Mechanized		Non-Mechanized	
	%<10 days	<5 ckts	>=5 ckts	<5 ckts	>=5 ckts	<10 ckts	>=10 ckts	<10 ckts	>=10 ckts
Trunks	X								
UNE						X	X	X	X
UNE (Specials)						X	X	X	X
Resale - Residence						X	X	X	X
Resale - Business						X	X	X	X
Resale - Specials						X	X	X	X
UNE - Loops w/LNP		X	X	X	X				

Reject Timeliness

		Mechanized		Non-Mechanized		Mechanized		Non-Mechanized	
	%<10 days	<5 ckts	>=5 ckts	<5 ckts	>=5 ckts	<10 ckts	>=10 ckts	<10 ckts	>=10 ckts
Trunks	X								
UNE						X	X	X	X
UNE (Specials)						X	X	X	X
Resale - Residence						X	X	X	X
Resale - Business						X	X	X	X
Resale - Specials						X	X	X	X
UNE - Loops w/LNP		X	X	X	X				

Percent Rejected Service Requests

		Mechanized		Non-Mechanized		Mechanized		Non-Mechanized	
	%<10 days	<5 ckts	>=5 ckts	<5 ckts	>=5 ckts	<10 ckts	>=10 ckts	<10 ckts	>=10 ckts
Trunks	X								
UNE						X	X	X	X
UNE (Specials)						X	X	X	X
Resale - Residence						X	X	X	X
Resale - Business						X	X	X	X
Resale - Specials						X	X	X	X
UNE - Loops w/LNP		X	X	X	X				

Percent Flow-Through Service Requests

		Mechanized		Non-Mechanized		Mechanized		Non-Mechanized	
	%<10 days	<5 ckts	>=5 ckts	<5 ckts	>=5 ckts	<10 ckts	>=10 ckts	<10 ckts	>=10 ckts
Trunks	X								
UNE						X	X	X	X
UNE (Specials)						X	X	X	X
Resale - Residence						X	X	X	X
Resale - Business						X	X	X	X
Resale - Specials						X	X	X	X
UNE - Loops w/LNP		X	X	X	X				

Service Request Cycle Time

		Mechanized		Non-Mechanized		Mechanized		Non-Mechanized	
	%<10 days	<5 ckts	>=5 ckts	<5 ckts	>=5 ckts	<10 ckts	>=10 ckts	<10 ckts	>=10 ckts
Trunks	X								
UNE						X	X	X	X
UNE (Specials)						X	X	X	X
Resale - Residence						X	X	X	X
Resale - Business						X	X	X	X
Resale - Specials						X	X	X	X
UNE - Loops w/LNP		X	X	X	X				

Service Request Submissions per Request

		Mechanized		Non-Mechanized		Mechanized		Non-Mechanized	
	%<10 days	<5 ckts	>=5 ckts	<5 ckts	>=5 ckts	<10 ckts	>=10 ckts	<10 ckts	>=10 ckts
Trunks	X								
UNE						X	X	X	X
UNE (Specials)						X	X	X	X
Resale - Residence						X	X	X	X
Resale - Business						X	X	X	X
Resale - Specials						X	X	X	X
UNE - Loops w/LNP		X	X	X	X				

Speed of Answer in Ordering Center

	Ave. Answer time (Sec.) / month	Ave. Answer time (Sec.) / year
LCSC	X	X

PROVISIONING

Function:	Order Completion Intervals
Measurement Overview:	The "average completion interval" measure monitors the time required by BST to deliver integrated and operable service components requested by the CLEC, regardless of whether resale services or unbundled network elements are employed. When the service delivery interval of BST is measured for comparable services, then conclusions can be drawn regarding whether or not CLECs have a reasonable opportunity to compete for customers. The "order completion interval distribution" measure monitors the reliability of BST commitments with respect to committed due dates to assure that CLECs can reliably quote expected due dates to their retail customer. In addition, when monitored over time, the "average completion interval" and "percent completed on time" may prove useful in detecting developing capacity issues.
Measurement Methodology:	**1. Average Completion Interval = $\sum$ [(Completion Date & Time) - (Order Submission Date & Time)] / (Count of Orders Completed in Reporting Period)** **2. Order Completion Interval Distribution = $\sum$ (Service Orders Completed in "X" days) / (Total Service Orders Completed in Reporting Period) X 100** The actual completion interval is determined for each order processed during the reporting period. The completion interval is the elapsed time from BST receipt of a syntactically correct order from the CLEC to BST's return of a valid completion notification to the CLEC. Elapsed time for each order is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of orders completed within the reporting period. The distribution of completed orders is determined by first counting, for each specified reporting dimension, both the total numbers of orders completed within the reporting interval and the number of orders completed by the committed due date (as specified on the initial FOC returned to the CLEC). For each reporting dimension, the resulting count of orders completed for each specified time period following the committed due date is divided by the total number of orders completed with the resulting fraction expressed as a percentage. **Objective:** Average time from receipt of (confirmed) service request to actual order completion date. Excludes orders where customer requested dates are beyond offered interval. **Methodology:** • Mechanized metric from ordering system • If mechanical not available, a (BST & CLEC) statistically validated sample should be used.

Reporting Dimensions:	Excluded Situations:
• See Appendix A, item 2 • See Appendix A, item 4	• Orders where customer requested dates are beyond offered interval
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • CLEC Order Number • Order Submission Date • Order Submission Time • Order Completion Date • Order Completion Time • Service Type • Activity Type • Geographic Scope	• Report Month • Average Order Completion Interval • Order Completion by Interval • Service Type • Activity Type • Geographic Scope

Order Completion Interval Distribution **Average Completion Interval**

UNE LOOPS	Same Day	1	2	3	4	5	>5	Total	Ave. Completion Interval
Dispatch									
< 10 circuits	x	x	x	x	x	x	x	x	x
>= 10 circuits	x	x	x	x	x	x	x	x	x
No Dispatch									
< 10 circuits	x	x	x	x	x	x	x	x	x
>= 10 circuits	x	x	x	x	x	x	x	x	x

UNE LOOPS w/ ILNP	Same Day	1	2	3	4	5	>5	Total	Ave. Completion Interval
Dispatch									
< 5 circuits	x	x	x	x	x	x	x	x	x
>= 5 circuits	x	x	x	x	x	x	x	x	x
No Dispatch									
< 5 circuits	x	x	x	x	x	x	x	x	x
>= 5 circuits	x	x	x	x	x	x	x	x	x

TRUNKS	5 Days	10	15	20	25	30	>30	Total	Ave. Completion Interval
Dispatch % < 10 days	x	x	x	x	x	x	x	x	x
No Dispatch % < 10 days	x	x	x	x	x	x	x	x	x

Order Completion Interval Distribution **Average Completion Interval**

RESALE RESIDENCE	Same Day	1	2	3	4	5	>5	Total	Ave. Completion Interval
Dispatch									
LCSC orders									
< 10 circuits	x	x	x	x	x	x	x	x	x
>= 10 circuits	x	x	x	x	x	x	x	x	x
BST orders									
< 10 circuits	x	x	x	x	x	x	x	x	x
>= 10 circuits	x	x	x	x	x	x	x	x	x
No Dispatch									
LCSC orders									
< 10 circuits	x	x	x	x	x	x	x	x	x
>= 10 circuits	x	x	x	x	x	x	x	x	x
BST orders									
< 10 circuits	x	x	x	x	x	x	x	x	x
>= 10 circuits	x	x	x	x	x	x	x	x	x

RESALE BUSINESS	Same Day	1	2	3	4	5	>5	Total	Ave. Completion Interval
Dispatch									
LCSC orders									
< 10 circuits	x	x	x	x	x	x	x	x	x
>= 10 circuits	x	x	x	x	x	x	x	x	x
BST orders									
< 10 circuits	x	x	x	x	x	x	x	x	x
>= 10 circuits	x	x	x	x	x	x	x	x	x
No Dispatch									
LCSC orders									
< 10 circuits	x	x	x	x	x	x	x	x	x
>= 10 circuits	x	x	x	x	x	x	x	x	x
BST orders									
< 10 circuits	x	x	x	x	x	x	x	x	x
>= 10 circuits	x	x	x	x	x	x	x	x	x

RESALE SPECIALS	Same Day	1	2	3	4	5	>5	Total	Ave. Completion Interval
Dispatch									
LCSC orders									
< 10 circuits	x	x	x	x	x	x	x	x	x
>= 10 circuits	x	x	x	x	x	x	x	x	x
BST orders									
< 10 circuits	x	x	x	x	x	x	x	x	x
>= 10 circuits	x	x	x	x	x	x	x	x	x
No Dispatch									
LCSC orders									
< 10 circuits	x	x	x	x	x	x	x	x	x
>= 10 circuits	x	x	x	x	x	x	x	x	x
BST orders									
< 10 circuits	x	x	x	x	x	x	x	x	x
>= 10 circuits	x	x	x	x	x	x	x	x	x

PROVISIONING

Function:	**Held Orders**
Measurement Overview:	When delays occur in completing CLEC orders, the average period that CLEC orders are held for BST reasons, pending a delayed completion, should be no worse for the CLEC when compared to BST orders.
Measurement Methodology:	**1. Mean Held Order Interval = $\sum$ (Reporting Period Close Date - Committed Order Due Date) / (Number of Orders Pending and Past The Committed Due Date) for all orders pending and past the committed due date.** This metric is computed at the close of each report period. The held order interval is established by first identifying all orders, at the close of the reporting interval, that both have not been reported as "completed" via a valid completion notice and have passed the currently "committed completion date" for the order. For each such order the number of calendar days between the committed completion date and the close of the reporting period is established and represents the held order interval for that particular order. The held order interval is accumulated by the standard groupings in Appendix A, item 2, and the reason for the order being held, if identified. The total number of days accumulated in a category is then divided by the number of held orders within the same category to produce the mean held order interval. **(# of Orders Held for ≥ 90 days) / (Total # of Orders Pending But Not Completed) X 100.** **(# of Orders Held for ≥ 15 days) / (Total # of Orders Pending But Not Completed) X 100.** This "percentage orders held" measure is complementary to the held order interval but is designed to detect orders continuing in a "non-completed" state for an extended period of time. Computation of this metric utilizes a subset of the data accumulated for the "held order interval" measure. All orders, for which the "held order interval" equals or exceeds 90 or 15 days, are counted for order type. The total number of pending and past due orders for order type are counted (as was done for the held order interval) and divided into the count of orders held past 90 or 15 days. **Objective:** Average time to detect orders continuing in a "non-complete" state for extended period of time.

Reporting Dimensions:	Excluded Situations:
• See Appendix A, item 2 • See Appendix A, item 4	• Any order canceled by the CLEC will be excluded from this measurement. • Orders held for CLEC end user reasons • Orders held for BST end user reasons • Order Activities of BST associated with internal or administrative use of local services.
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • CLEC Order Number • Order Submission Date • Committed Due Date • Service Type • Hold Reason • Geographic Scope	• Report Month • Average Held Order Interval • Standard Error for the Average Held Order Interval • Service Type • Hold Reason • Geographic Scope

Mean Held Order Interval

		Dispatch		No-Dispatch		Dispatch		No-Dispatch	
	%<10 days	<5 ckts	>=5 ckts	<5 ckts	>=5 ckts	<10 ckts	>=10 ckts	<10 ckts	>=10 ckts
Trunks									
>= 90 days	X								
>= 15 days	X								
UNE									
>= 90 days						X	X	X	X
>= 15 days						X	X	X	X
Resale - Residence									
>= 90 days						X	X	X	X
>= 15 days						X	X	X	X
Resale - Business									
>= 90 days						X	X	X	X
>= 15 days						X	X	X	X
Resale - Specials									
>= 90 days						X	X	X	X
>= 15 days						X	X	X	X
UNE - Loops w/LNP									
>= 90 days		X	X	X	X				
>= 15 days		X	X	X	X				

PROVISIONING

Function:	Installation Timeliness, Quality & Accuracy
Measurement Overview:	The "percent missed installation appointments" measure monitors the reliability of BST commitments with respect to committed due dates to assure that CLECs can reliably quote expected due dates to their retail customer. Percent Provisioning Troubles within 30 days of Installation measures the quality of installation activities and Percent Order Accuracy measures the accuracy with which services ordered by the CLECs were provided.
Measurement Methodology:	**1. Percent Missed Installation Appointments = ∑ (Number of Orders missed in Reporting Period) / (Number of Orders Completed in Reporting Period) X 100** Percent Missed Installation Appointments is the percentage of total orders processed for which BST notifies the CLEC that the work will not be completed as committed on the original FOC. The measurement result is derived by dividing the count on misses BST issues to the CLEC by the count of FOCs returned by BST during the identical period. **Objective:** Percent of orders where completion's are not done by due date on order confirmation. Misses due to competing carrier or end user causes should be aggregated out and indicated. **Methodology:** • Mechanized metric from ordering system **2. % Provisioning Troubles within 30 days of Installation = ∑ (All Troubles on Services installed ≤ 30 days in a calendar month) / (All Installations in same calendar month) X 100** **Objective:** Measures the quality of completed orders **Methodology:** Mechanized metric from ordering system **3. Percent Order Accuracy = (∑ Orders Completed w/o error) / (∑ Orders Completed) X 100.** **Objective:** Measures the accuracy and completeness of BST provisioning or disconnecting service by comparing what was ordered and what was completed. **Methodology:** • Non-Mechanized Results are based on an audit of a statistically valid sample • Mechanized Results are based on an audit of a statistically valid sample

Reporting Dimensions:	Excluded Situations:
• See Appendix A, item 2 • See Appendix A, item 4	• None
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • CLEC Order Number • Order Submission Date • Order Submission Time • Status Type • Status Notice Date • Status Notice Time • Standard Order Activity • Geographic Scope	• Report Month • BST Order Number • Order Submission Date • Order Submission Time • Status Type • Status Notice Date • Status Notice Time • Standard Order Activity • Geographic Scope

Percent Missed Appointments

		Dispatch		No-Dispatch		Dispatch		No-Dispatch	
	%<10 days	<5 ckts	>=5 ckts	<5 ckts	>=5 ckts	<10 ckts	>=10 ckts	<10 ckts	>=10 ckts
Trunks	X								
UNE						X	X	X	X
UNE (Specials)						X	X	X	X
Resale - Residence						X	X	X	X
Resale - Business						X	X	X	X
Resale - Specials						X	X	X	X
UNE - Loops w/LNP		X	X	X	X				

Percent Provisioning Troubles within 30 days of Installation

		Dispatch		No-Dispatch		Dispatch		No-Dispatch	
	%<10 days	<5 ckts	>=5 ckts	<5 ckts	>=5 ckts	<10 ckts	>=10 ckts	<10 ckts	>=10 ckts
Trunks	X								
UNE						X	X	X	X
UNE (Specials)						X	X	X	X
Resale - Residence						X	X	X	X
Resale - Business						X	X	X	X
Resale - Specials						X	X	X	X
UNE - Loops w/LNP		X	X	X	X				

Percent Provisioning Order Accuracy

		Dispatch		No-Dispatch		Dispatch		No-Dispatch	
	%<10 days	<5 ckts	>=5 ckts	<5 ckts	>=5 ckts	<10 ckts	>=10 ckts	<10 ckts	>=10 ckts
Trunks	X								
UNE						X	X	X	X
UNE (Specials)						X	X	X	X
Resale - Residence						X	X	X	X
Resale - Business						X	X	X	X
Resale - Specials						X	X	X	X
UNE - Loops w/LNP		X	X	X	X				

MAINTENANCE & REPAIR (MR)

Function:	Customer Trouble Report Rate
Measurement Overview:	This measure can be used to establish that CLECs are not competitively disadvantaged, compared to BST, as a result of experiencing more frequent incidents of trouble reports.
Measurement Methodology:	**1. Customer Trouble Report Rate = (Count of Initial & Repeated Trouble Reports in the Current Period) / (Number of Service Access Lines in Service at End of the Report Period) X 100.** ***Note: Local Interconnection Trunks are reported only as total troubles. No meaningful count of lines in service exists.*** The frequency of trouble metric is computed by accumulating the total number of maintenance tickets logged by a CLEC (with BST) during the reporting period. The resulting number of tickets is divided by the total number of "service access lines" existing for the CLEC at the end of the report period. **Objective:** Initial customer direct or referred troubles reported within a calendar month where cause is in the network (not customer premises equipment, inside wire, or carrier equipment) per 100 lines/circuits in service. **Methodology:** Mechanized metric trouble reports and lines in service captured in maintenance database(s).

Reporting Dimensions:	Excluded Situations:
• See Appendix A, item 3 • See Appendix A, item 4	• Trouble tickets canceled at the CLEC request • BST trouble reports associated with administrative service • Instances where the CLEC or BST customer requests a ticket be "held open" for monitoring
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • CLEC Ticket Number • Ticket Submission Date • Ticket Submission Time • Ticket Completion Time • Ticket Completion Date • Service Type • WTN or CKTID (a unique identifier for elements combined in a service configuration) • Disposition and Cause • Geographic Scope	• Report Month • BST Ticket Number • Ticket Submission Date • Ticket Submission Time • Ticket Completion Time • Ticket Completion Date • Service Type • WTN or CKTID (a unique identifier for elements combined in a service configuration) • Disposition and Cause • Geographic Scope

Customer Trouble Report Rate

	ALL	Dispatch	No-Dispatch	Dispatch		No-Dispatch	
				Residence	Business	Residence	Business
Interconnection Trunks	X						
UNE		X	X				
Resale				X	X	X	X
Resale - Specials	X						

Note: Local Interconnection Trunks are reported only as total troubles. No meaningful count of lines in service exists.

MAINTENANCE & REPAIR (MR)

Function:	**Missed Repair Appointments**
Measurement Overview:	When this measure is collected for BST and CLEC and then compared, it can be used to establish that CLECs are receiving equally reliable (as compared to BST operations) estimates of the time required to complete service repairs.
Measurement Methodology:	**2. Percentage of Missed Repair Appointments = (Count of Customer Troubles Not Resolved by the Quoted Resolution Time and Date) / (Count of Customer Trouble Tickets Closed) X 100.** Percent of trouble reports not cleared by date and time committed. Appointment intervals vary with force availability in the POTS environment. Specials and Trunk intervals are standard interval appointments of no greater than 24 hours. **Objective:** This measurement is designed to show parity between CLECs and BST in the handling of repair appointments. **Methodology:** Mechanized metric from maintenance database(s).

Reporting Dimensions:	**Excluded Situations:**
• See Appendix A, item 3 • See Appendix A, item 4	• Trouble tickets canceled at the CLEC request • BST trouble reports associated with administrative service • Instances where the CLEC or BST customer requests a ticket be "held open" for monitoring
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • CLEC Ticket Number • Ticket Submission Date • Ticket Submission Time • Ticket Completion Time • Ticket Completion Date • Service Type • WTN or CKTID (a unique identifier for elements combined in a service configuration) • Disposition and Cause • Geographic Scope	• Report Month • BST Ticket Number • Ticket Submission Date • Ticket Submission Time • Ticket Completion Time • Ticket Completion Date • Service Type • WTN or CKTID (a unique identifier for elements combined in a service configuration) • Disposition and Cause • Geographic Scope

Missed Repair Appointments

	ALL	Dispatch	No-Dispatch	Dispatch		No-Dispatch	
				Residence	Business	Residence	Business
Interconnection Trunks							
UNE		X	X				
Resale				X	X	X	X
Resale - Specials							

Note: There is no measurement for Interconnection Trunks or Specials. These are handled on a 1st come, 1st serve basis. The appropriate measurement for these is average duration.

MAINTENANCE & REPAIR (MR)

Function:	**Quality of Repair & Time to Restore**
Measurement Overview:	This measure, when collected for both the CLEC and BST and compared, monitors that CLEC maintenance requests are cleared comparably to BST maintenance requests.
Measurement Methodology:	**3. Out of Service > 24 Hours = (Total Repeat Troubles > 24 Hours) / (Total Troubles) X 100** **4. Percent Repeat Troubles within 30 Days = (Total Repeated Trouble Reports within 30 Days) / (Total Troubles) X 100** **5. Maintenance Average Duration = (Total Duration Time) / (Total Troubles)** For Out of Service Troubles (no dial tone, cannot be called or cannot call out): the percentage of troubles cleared in excess of 24 hours. For Percent Repeat Trouble Reports within 30 Days: Trouble reports on the same line/circuit as a previous trouble report within the last 30 calendar days as a percent of total troubles reported. For Average Duration: Average time from receipt of a trouble until trouble is status cleared **Objective:** These measurements are used to demonstrate quality of maintenance and repair. **Methodology:** Mechanized metric from maintenance database(s).

Reporting Dimensions:	**Excluded Situations:**
• See Appendix A, item 3. • See Appendix A, item 4.	• Trouble tickets canceled at the CLEC request • BST trouble reports associated with administrative service • Instances where the CLEC or BST customer requests a ticket be "held open" for monitoring
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • Total Tickets • CLEC Ticket Number • Ticket Submission Date • Ticket Submission Time • Ticket Completion Time • Ticket Completion Date • Total Duration Time • Service Type • WTN or CKTID (a unique identifier for elements combined in a service configuration) • Disposition and Cause • Geographic Scope	• Report Month • Total Troubles • Percentage of Customer Troubles Out of Service > 24 Hours • Total and Percent Repeat Trouble Reports with 30 Days • Total Duration Time • Service Type • Disposition and Cause • Geographic Scope

Out of Service more than 24 Hours

	ALL	Dispatch	No-Dispatch	Dispatch		No-Dispatch	
				Residence	Business	Residence	Business
Interconnection Trunks		X	X				
UNE				X	X	X	X
Resale							
Resale - Specials							

Note: There is no measurement for Interconnection Trunks or Specials. These are handled on a 1st come, 1st serve basis. The appropriate measurement for these is average duration

Repeat Trouble Reports within 30 days of Installation (or New Service Failure Rate - see note below)

	ALL	Dispatch	No-Dispatch	Dispatch		No-Dispatch	
				Residence	Business	Residence	Business
Interconnection Trunks	X	X	X				
UNE				X	X	X	X
Resale							
Resale - Specials	X						

Note: The appropriate measurement for both interconnection trunking and Resale - Specials is the "New Service Failure Rate"

Maintenance Average Duration

	ALL	Dispatch	No-Dispatch	Dispatch		No-Dispatch	
				Residence	Business	Residence	Business
Interconnection Trunks	X	X	X				
UNE				X	X	X	X
Resale							
Resale - Specials	X						

MAINTENANCE & REPAIR (MR)

Function:	Average Answer Time - Repair Centers
Measurement Overview:	• This measure demonstrates an average response time for the CLEC agent attempting to contact their BST representative
Measurement Methodology:	**6. Average Answer Time for UNE Center, RRC & BRC = (Total time in seconds for UNE Center, RRC & BRC response) / (Total number of calls) by reporting period** **Objective:** This measure supports monitoring that BSTs handling of support center calls from CLECs is at least in parity with support center calls by BST's retail customer. **Methodology:** Mechanized report from Repair Center Automatic Call Distributors.

Average Answer Time for Repair Center

	Ave. Answer time (Sec.) / month	Ave. Answer time (Sec.) / year
UNE Center	X	X
RRC	X	X
BRC	X	X

MAINTENANCE & REPAIR (MR)

Function:	Legacy System Access Times
Measurement Overview:	• This measure demonstrates an average response time from the BST Maintenance System (TAFI) to access BST's Legacy Repair OSS.
Measurement Methodology:	**1. Legacy System Access Times = Access Times in increments of ≤ 4 secs., > 4 & ≤ 6 secs., ≤ 10 secs., > 10 secs., and > 30 secs. for CLEC TAFI and BST TAFI** **Objective:** This measure demonstrates parity between the CLECs and BST for OSS response times for Maintenance and Repair. **Methodology:** Mechanized report from OSSs

Legacy System Access Times

	≤ 4 secs			> 4 & ≤ 6 secs			≤ 10 secs			> 10 secs			> 30 secs		
Transaction Name	CLEC	BST RES	BST RES	CLEC	BST RES	BST RES	CLEC	BST RES	BST RES	CLEC	BST RES	BST RES	CLEC	BST RES	BST RES
CRIS	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
DLETH	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
DLR	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
JMOS	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
LMOS	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
LMOSupd	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
MARCH	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Predictor	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
SOCS	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
LNP	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X

BILLING

Function:	Invoice Accuracy & Timeliness
Measurement Overview:	The accuracy of billing records (both usage and invoices) delivered by BST to the CLEC must provide CLECs with the opportunity to deliver bills at least as accurate as those delivered by BST. Producing and comparing this measurement result for both the CLEC and BST allows a determination as to whether or not parity exists.
Measurement Methodology:	**1. Invoice Accuracy = [(Number of Invoices Delivered in the Reporting Period that Have Complete Information, Reflect Accurate Calculations and are Properly Formatted) / (Total Number of Invoices Issued in the Reporting Period)] X 100** **2. Mean Time to Deliver Invoices = $\sum$ [(Invoice Transmission Date) - (Date of Scheduled Bill Cycle Close)] / (Count of Invoices Transmitted in Reporting Period)** Invoice Accuracy: The completeness of content, accuracy of information and conformance of formatting will be determined based upon the terms of the individual CLEC interconnection agreements with BST. Mean Time to Deliver Invoices: This measure captures the elapsed number of days between the scheduled close of a Bill Cycle and BST's successful transmission of the associated invoice to the CLEC. For each invoice, the calendar date of the scheduled close of Bill Cycle is compared to the calendar date that successful invoice transmission to the CLEC completes. The number of calendar days elapsed between scheduled Bill Cycle close and completion of invoice transmission will constitute the elapsed delivery time. The elapsed delivery time is accumulated for each invoice with the resulting total number of days accumulated being divided by the number of complete invoices sent in the reporting period. **Objective:** Measures the percentage and mean time of billing records delivered to CLEC in agreed upon format and with the complete agreed upon content (includes time and material and other non-recurring charges). **Methodology:** To be determined

Reporting Dimensions:	Excluded Situations:
• Wholesale Bill Invoices (TSR) • Unbundled Element Invoices (UNE)	• Any invoices rejected due to formatting or content errors
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • Invoice Type • Mean Delivery Interval • Standard Error of Delivery Interval • Accuracy	

Invoice Accuracy

	Total Invoices Delivered	Total Invoices Delivered per EMR	% Accuracy
CLEC	X	X	X

Mean Time to Deliver Invoices

To Be Determined

OPERATOR SERVICES AND DIRECTORY ASSISTANCE (OS, DA)

Function:	**Average Speed to Answer**
Measurement Overview:	The speed of answer delivered to CLEC retail customers, when BST provides Operator Services or Directory Services on behalf of the CLEC, must be substantially the same as the speed of answer that BST delivers to its own retail customers for equivalent local services.
Measurement Methodology:	**1. Average Speed to Answer (DA) =** **(# of Calls Answered Within 12 Seconds) / (Total DA Calls) X 100** **2. Mean Time to Answer** **3. Average Speed to Answer (OS) =** **(# of Calls Answered Within 2 and 10 Seconds) / (Total OS Calls) X 100** **4. Mean Time to Answer** **Objective:** Measures the percent and mean time a call is answered by an OS or DA operator in a predefined timeframe **Methodology:** • Reported in the aggregate • Not Carrier Specific

Reporting Dimensions:	**Excluded Situations:**
• Operator Services in Aggregate • Directory Assistance in Aggregate • Processing Method (human versus machine processes)	• Call abandoned by customers prior to answer by the BST OS or DA operator
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Month • Call Type (OS or DA) • Mean Speed of Answer • Standard Error for Mean Speed of Answer	• Month • Call Type (OS or DA) • Mean Speed of Answer • Standard Error for Mean Speed of Answer

Average Speed to Answer

	Average Mean Time to Answer	% Calls Answered within 12 seconds	% Calls Answered within 10 seconds
Directory Assistance	X	X	
Operator Services	X		X

E911

Function:	Timeliness and Accuracy
Business Implications:	• In the interest of public safety, it is BellSouth's goal to maintain 100% accuracy in the E911 database for both CLEC's customers and BST's retail customers and to have zero errors in processing orders for E911 database updates. • CLECs that purchase UNEs or provide local service as a facility-based provider are responsible for the accuracy of their data that is input in the E911 database. • As part of BSTs effort to maintain 100% accuracy of the E911 database, data verification parameters and requirements for all companies that submit E911 inputs will be reviewed and modified accordingly to ensure the highest integrity. • These measurements were developed to ensure parity between the processing and accuracy of E911 database orders for both the CLEC's customers and BST's retail customers.
Measurement Methodology:	**1. E911 Timeliness = ∑ (Number of Orders missed in Reporting Period) / (Number of Orders Confirmed in Reporting Period) X 100** **Ojective:** Measures the percentage of missed due dates of 911 database updates **Methodology:** Mechanized metric from ordering system **2. E911 Accuracy = ∑ [Total number of SOIRs with errors generated from Daily TN activity (based on the E911 Local Exchange Carrier Guide for Facility-Based Providers)] / (Total number of SOIR orders for E911 updates) X 100** **Objective:** Measures the percentage of accurate 911 database updates **Methodology:** Mechanized metric from ordering system

Reporting Dimensions:	Excluded Situations:
• CLECs in Aggregate • BST in Aggregate • See Appendix A, item 4	• Any order canceled by the CLEC will be excluded from this measurement. • Order Activities of BST associated with internal or administrative use of local services
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • CLEC Order Number • Order Submission Date • Order Submission Time • Error Type • Error Notice Date • Error Notice Time • Standard Order Activity • Geographic Scope	• Report Month • Error Type • Average number of error • Standard Order Activity • Geographic Scope

E911 Timeliness and Accuracy

	CLEC	BST
% E911 Orders Missed	X	X
% E911 Accurate Orders	X	X

Trunking (T)

Function:	Interconnection Trunking Performance
Measurement Overview:	In order to insure quality service to the CLECs as well as protecting the integrity of the BST network, BST collects traffic performance data on the trunk groups interconnected with the CLECs as well as all other trunk groups in the BST network.
Measurement Methodology:	**1. CLEC Trunk Group Service Report** - Contains the service performance results of final trunk groups between the CLEC switch and a BST tandem or end office. **2. BellSouth CTTG Blocking Report** - Contains the trunk blocking results of final trunk groups between the BST end office and BST access tandem. **3. Local Network Trunk Group Service Report** - Contains the service performance results of final trunk groups in the BST local service tier of the network. **4. BellSouth Local Network Blocking Report** - Contains the trunk blocking results of final trunk groups in the BST local service tier of the network. **Methodology:** The data are processed weekly through a mechanized system which calculates the percentage blocking during the time-consistant busy hour (TCBH). The TCBH is defined as the identical hour each day during which, over a number of days, the highest average traffic is measured.

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

CLEC Trunk Group Service Report

CLEC TRUNK GROUP SERVICE REPORT
MONTHLY SUMMARY

BST ORDERED	AL	GA	KY	LA	MS	NC	NF	SC	SF	TN	TOTAL	TOTAL w/o GA
Total Trunk Groups:	x	x	x	x	x	x	x	x	x	x	x	x
Trk Grps Meas/Proc:	x	x	x	x	x	x	x	x	x	x	x	x
Tot Grps > 3% NC this report	x	x	x	x	x	x	x	x	x	x	x	x
PCT1	x	x	x	x	x	x	x	x	x	x	x	x

CLEC ORDERED	AL	GA	KY	LA	MS	NC	NF	SC	SF	TN	TOTAL	TOTAL w/o GA
Total Trunk Groups:	x	x	x	x	x	x	x	x	x	x	x	x
Trk Grps Meas/Proc:	x	x	x	x	x	x	x	x	x	x	x	x
Tot Grps > 3% NC this report	x	x	x	x	x	x	x	x	x	x	x	x
PCT1	x	x	x	x	x	x	x	x	x	x	x	x

TOTAL	AL	GA	KY	LA	MS	NC	NF	SC	SF	TN	TOTAL	TOTAL w/o GA
Total Trunk Groups:	x	x	x	x	x	x	x	x	x	x	x	x
Trk Grps Meas/Proc:	x	x	x	x	x	x	x	x	x	x	x	x
Tot Grps > 3% NC this report	x	x	x	x	x	x	x	x	x	x	x	x
PCT1	x	x	x	x	x	x	x	x	x	x	x	x

BellSouth CTTG Blocking Report

BELLSOUTH CTTG BLOCKING REPORT - SUMMARY GROUPS EXCEEDING MBT PROCESS DATE										
TGSN	TANDEM	END OFFICE	DESCRPT	STUDY PERIOD	OBSVD BLKG	HR	TKS	VAL DAYS	NBR RPTS	RMKS
x	x	x	x	x	x	x	x	x	x	x

Local Network Trunk Group Service Report

LOCAL NETWORK TRUNK GROUP SERVICE REPORT MONTHLY SUMMARY												
	AL	GA	KY	LA	MS	NC	NF	SC	SF	TN	TOTAL	TOTAL w/o GA
Total Trunk Groups:	x	x	x	x	x	x	x	x	x	-	x	x
Trk Grps Meas/Proc:	x	x	x	x	x	x	x	x	x	x	x	x
Tot Grps > 3% NC this report	x	x	x	x	x	x	x	x	x	x	x	x
PCT1	x	x	x	x	x	x	x	x	x	x	x	x

BellSouth Local Network Blocking Report

BELLSOUTH LOCAL NETWORK BLOCKING REPORT - SUMMARY GROUPS EXCEEDING MBT PROCESS DATE										
A-END	Z-END	DESCRPT	TGSN	STUDY PERIOD	OBSVD BLKG	HR	TKS	VAL DAYS	NBR RPTS	RMKS
x	x	x	x	x	x	x	x	x	x	x

APPENDIX A

ITEM #	DESCRIPTION
1. Carrier Specific - Reported on a per order basis	• Interconnection Trunks - average response time, percent less than 10 days. • UNE - less than 10 lines / circuits and 10 lines / circuits of more, mechanized orders and non-mechanized orders. • UNE (Specials) - less than 10 lines / circuits and 10 lines / circuits of more, mechanized orders and non-mechanized orders. • Resale Residential & Business - less than 10 lines / circuits and 10 lines / circuits of more, mechanized orders and non-mechanized orders. • Resale (Specials) - less than 10 lines / circuits and 10 lines / circuits of more, mechanized orders and non-mechanized orders. • UNE (Unbundled Loops w/ interim telephone number portability) - less than 5 and 5 or more, mechanized orders and non-mechanized orders.
2. Reported by Carrier on a per order basis	UNE: by groups of lines on single order. Separately tracked for dispatch and non-dispatch as follows: • Local Interconnection Trunks • Resale (Residence): by groups of lines on single order similar to UNE (POTS) • Resale (Business) - by groups of lines on single order similar to UNE (POTS) • Resale (Specials) - by groups of lines on single order similar to UNE (POTS) • UNE (Unbundled Loops w/ interim telephone number portability)
3. Carrier Specific - Reported on a per order basis	• UNE - Dispatched, Not Dispatched, and misses where the competing carrier or end user causes the missed appointment. • Resale Residence & Business Dispatched, Not Dispatched - All misses, denoting misses, where the competing carrier or end user caused the missed appointment. • Interconnection Trunks • Resale Specials
4. Geographic Scope	• State and Regional level unless otherwise specified

Attachment 11

Rates

Attachment 11
Exhibit 1

Alabama

ALABAMA

PART IV: PRICING

1. **General Principles**

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

2. **Local Service Resale**

The rates that CLEC shall pay to BellSouth for resold Local Services shall be BellSouth's Retail Rates less the applicable discount. The following discount will apply to all Telecommunications Services available for resale in Alabama, subject to the Commission's decision in Docket No. 25677.

Residential Service:	See Attachment 1
Business Service:	See Attachment 1

3. **Unbundled Network Elements**

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

4. **Compensation For Call Transport and Termination**

The interim prices that Network Telephone and BellSouth shall pay are as set forth in Table 1.

5. **Ancillary Functions**

5.1 Collocation - The rates, terms and conditions for Physical Collocation are as set forth in Attachment 4 of this Agreement. Rates, terms, and conditions for Virtual Collocation are as set forth in Section 20 of BellSouth Telecommunications, Inc.'s Interstate Access Tariff, FCC No. 1.

5.2 Poles, Ducts and Conduits - BellSouth shall provide access to poles, conduits and ducts at rates that are consistent with 47 U.S.C. Section 224(d). CLEC may file a complaint with the appropriate regulatory authority if it believes the rates provided by BellSouth are not consistent with 47 U.S.C. Section 224(d).

6. **Local Number Portability**

The interim prices for interim number portability are set forth in Table 2.

7. **Recorded Usage Data**

The interim prices for recorded usage data are set forth in Table 3.

8. **Electronic Interfaces**

The costs associated with implementing electronic interfaces should be shared equitably among all parties who benefit from those interfaces.

9. **True-up**

Except for the prices for resold Local Services, the interim prices referenced above shall be subject to true-up within six (6) months once BellSouth has submitted cost studies.

10. **Operational Support Systems (OSS) Rates**

OPERATIONAL SUPPORT SYSTEMS (OSS) RATES

	Interactive Ordering and Trouble Maintenance System		OSS Order Charge (per end user account)	
	Non-Recurring Establishment Charge	Recurring Charge, per month	Charge per order	Surcharge for manually placed orders
ALABAMA	$100.00	$50.00	$10.80	$22.00

TABLE 1

BELLSOUTH / CLEC INTERIM RATES - ALABAMA
UNBUNDLED NETWORK ELEMENTS
(Rates are subject to true-up)

NETWORK INTERFACE DEVICE (NID), per month	$0.63
NONRECURRING CHARGE - customer transfer,	
feature additions, changes	$5.00
UNBUNDLED EXCHANGE ACCESS LOOP (1)	
- 2 Wire Analog Voice Grade Loop	$18.00
NRC	$55.20
- 4 Wire Analog Voice Grade Loop	$28.80
NRC	$55.20
- 2 Wire ISDN Digital Grade Loop	$28.80
NRC	$55.20
- 2 Wire ADSL/HDSL Loop	$28.80
NRC	$55.20
- 4 Wire HDSL Loop	$28.80
NRC	$55.20
- 4 Wire DS1 Digital Grade Loop	$64.19
NRC First	$675.00
NRC Add'l	$315.00
LOOP CHANNELIZATION SYSTEM (DS1 to VG) (Inside C.O.)	
- Per system (DS1 to VG), Per Month	$400.00
NRC	$525.00
- Voice Interface - Per Circuit, Per Month	$1.15
NRC	$8.00
COLLOCATION - VIRTUAL (2)	
UNBUNDLED LOCAL USAGE, per mou	
End Office Switching, per mou	$0.0017
Tandem Switching, per mou	$0.0015
UNBUNDLED EXCHANGE PORTS, per month	
- 2 Wire Analog Port, per month	$2.50
NRC First	$50.00
NRC Add'l	$18.00
- 4 Wire Analog Port (Coin)	$4.00
NRC First	$50.00
NRC Add'l	$18.00
- 2 Wire DID Port	$12.08
NRC First	$50.00
NRC Add'l	$18.00
- 4 Wire DID Port	$130.23
NRC First	$50.00
NRC Add'l	$18.00
- 2 Wire ISDN Digital Port (3) (4)	$11.91
NRC First	$150.00

NRC Add'l	$120.00
- 4 Wire ISDN DS1 Port	$308.00
NRC First	$230.00
NRC Add'l	$200.00
- 2 Wire Analog Hunting, Per Line Per Month	$0.25
NRC	$3.00
OPERATOR CALL PROCESSING ACCESS SERVICE	
- Operator Provided Call Handling, using BST LIDB, per mou	$1.36
- Operator Provided Call Handling, using foreign LIDB, per mou	$1.38
- Call Completion Access Termination Charge per call attempt	$0.08
- Automated Call Handling, using BST LIDB, per attempt	$0.07
- Automated Call Handling, using foreign LIDB, per attempt	$0.09
DA Access Service Call, per call	$0.25
DA Call Completion Access Service, per attempt	$0.25
Number Services Intercept, per query	$0.25
Inward Operator Services Access Service	
- Busy Line Verification, per call	$0.90
- Emergency Interrupt, per call	$1.95
DIRECTORY ASSISTANCE (DA) ACCESS SERVICE	
DA Database Service	
- Use Fee, per listing	$0.035
- Monthly recurring charge	$150.00
Direct Access to DA Service	
- DADAS Database Query Charge, per Query	$0.023
- DADAS Database Service Charge, per month	$5,000.00
- DADAS Service Establishment Charge	$1,000.00
DA Transport	
- Sw. Local Channel - DS1 Level, per month	$133.81
NRC First	$866.87
NRC Add'l	$486.83
- Sw. Dedicated Transport - DS1 level, Per Mile Per Month	$23.00
- Facilities Termination, per month	$90.00
NRC	$100.49
- Switched Common Transport, per DA Acc. Svc. Call	$0.0003
- Switched Common Transport, per DA Svc. Call Mile	$0.00004
- Access Tandem Switching, per DA Acc. Svc. Call	$0.00055
- DA Interconnection, per DA Acc. Svc. Call	$0.00269
- Installation, trunk side svc., per trunk or signaling connection	
NRC First	$915.00
NRC Add'l	$100.00
UNBUNDLED EXCHANGE ACCESS IOC	
0-8 Miles, Fixed Per Month	$30.00
Per Mile Per Month	$2.05
9-25 Miles, Fixed Per Month	$30.00
Per Mile Per Month	$2.00
Over 25 Miles, Fixed Per Month	$30.00
Per Mile Per Month	$1.95
Nonrecurring Charge	$97.00

DEDICATED TRANSPORT	
- DS1 per Facility Termination Per Month	$90.00
NRC	$100.49
- DS1 per Mile Per Month	$23.00
- DS0 equivalent per terminal Per Month	$38.37
NRC	$25.00
- DS0 equivalent per Mile Per Month	$1.90
SHARED TRANSPORT	
Per Mile per mou	$0.00004
Facilities Termination per mou	$0.00036
CALL TRANSPORT & TERMINATION (LOCAL INTERCONNECTION)	
End Office Switching, per mou	$0.0017
Tandem Switching, per mou	$0.0015
Common Transport per mile per mou	$0.00004
Common Transport Facility Termination, per mou	$0.00036
Intermediary Tandem, per mou (The Intermediary Charge applies only to intermediary traffic and is applied in addition to applicable interconnection charges.)	$0.0015
UNBUNDLED CCS7 SIGNALING TRANSPORT SERVICE	
CCS7 Signaling Connection per Link per Month	$155.00
NRC	$510.00
CCS7 Signaling Termination per Port per Month	$355.00
CCS7 Signaling Usage per ISUP Message per month	$0.000023
CCS7 Signaling Usage per TCAP Message per month	$0.000050
CCS7 Signaling Usage Surrogate per Link per Month (This charge is only applicable where signaling usage measurement or billing capability does not exist.)	$395.00
SERVICE CONTROL POINTS	
Line Information Database Access Service (LIDB)	
Validation (FCC No. 1, Sec. 19)	
- LIDB Common Transport, per query	$0.00030
- LIDB Validation, per query	$0.038
- Orig. Point Code Establishment or Change, per estab. or change	$91.00
800 Access Ten Digit Screening Service	
- Per 800 Call Utilizing 800 Acc.Ten Digit Screening	
Svc. w/800 Number Delivery, per query	$0.0036
- Per 800 Call Utilizing 800 Acc.Ten Digit Screening	
Svc. w/800 Number Delivery, for 800 Numbers,	
w/ Optional Complex Features, per query	$0.00431
- Per 800 Call Utilizing 800 Acc.Ten Digit Screening	
Svc. w/POTS Number Delivery, per query	$0.00431
- Per 800 Call Utilizing 800 Acc.Ten Digit Screening	
Svc. w/POTS Number Delivery, w/Optional Complex	
Features, per query	$0.00431
- Reservation Charge per 800 Number reserved	
NRC First	$31.50

NRC Add'l	$0.50
- Establishment Charge per 800 number estab'd w/800 No. Delivery	
NRC First	$69.90
NRC Add'l	$1.50
- Est. Charge per 800 number est. w/POTS Number Delivery	
NRC First	$69.90
NRC Add'l	$1.50
- Change Charge per request	
NRC First	$48.50
NRC Add'l	$0.50
- Customized Area of Service Per 800 Number	
NRC First	$3.00
NRC Add'l	$1.50
- Multiple InterLATA Carrier Routing per carrier requested, per 800 number	
NRC First	$3.50
NRC Add'l	$2.00
- Call Handling and Destination Features per 800 number	$3.00
AIN per signaling message	$0.0006
Calling Name (CNAM) Query Service - DataBase Owner(5)	
- per query	$0.016
AIN RELATED SERVICES with mediation (6)	To be negotiated
DARK FIBER	
- Per each four-fiber dry fiber arrangement	$1,000.00
- Per each fiber strand per route mile or fraction thereof, per month	$241.00
SELECTIVE ROUTING	
- Per Line or PBX Trunk, each	$3.90
- NRC	$10.00
Note(s): (1) Loop rate includes the NID rate. (2) The Commission did not order rates for Virtual Collocation. The rates displayed reflect BellSouth's proposed interim rates as set forth in FCC No. 1, Section 20. (3) 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. (4) Access to B Channel or D Channel Packet capabilities will be available only through Bona Fide Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request Process. (5) The Commission did not order a rate for this service. The rate reflected here is BellSouth's proposed rate. (6) AIN related services are currently under development. The method for recovery of cost appropriately incurred during the design, development, testing and implementation of AIN mediation mechanisms remains an issue to be resolved. However, BellSouth is at least entitled to recover portions of the costs incurred in the design, development, testing and implementation of such mediation mechanisms.	

TABLE 2

NUMBER PORTABILITY

(Interim, Subject to true-up)

Remote Call Forwarding (RCF)

-Business line, per number ported, 10 paths	$1.50
-Residence Line, per number ported, 6 paths	$1.25
-Additional capacity for simultaneous call forwarding, per additional path	$.50
-Rate per order, per end-user location	$25.00

TABLE 3

RECORDED USAGE DATA

(Interim Rates subject to True-up)

Recording Services (only applied to unbundled operator services messages), per message	$.008
Message Distribution, per message	$.004
Data Transmission, per message	$.001
Magnetic Tape Distribution per file	$54.95

Attachment 11
Exhibit 2

Florida

FLORIDA

PRICING

1. **General Principles**

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

2. **Local Service Resale**

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

Residential Service	See Attachment 1
Business Service:	See Attachment 1

3. **Unbundled Network Elements**

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

3.1 **Charges for Multiple Network Elements**

Any BellSouth non-recurring and recurring charges shall not include duplicate charges or charges for functions or activities that CLEC does not need when two or more Network Elements are combined in a single order. BellSouth and CLEC shall work together to mutually agree upon the total non-recurring and recurring charge(s) to be paid by CLEC when ordering multiple Network Elements. If the parties cannot agree to the total non-recurring and recurring charge(s) to be paid by CLEC when ordering multiple Network Elements within sixty (60) days of the Effective Date, either party may petition the Florida Public Service Commission to settle the disputed charge or charges.

4. **Compensation For Call Transport and Termination**

The prices that CLEC and BellSouth shall pay are set forth in Table 1.

5. **Ancillary Functions**

5.1 Collocation - The rates, terms and conditions for Physical Collocation are as set forth in Attachment 4 of this Agreement. Rates, terms, and conditions for Virtual Collocation are as set forth in Section 20 of BellSouth Telecommunications, Inc.'s Interstate Access Tariff, FCC No. 1.

5.2 Poles, Ducts and Conduits - BellSouth shall provide access to poles, conduits and ducts at rates that are consistent with 47 U.S.C. Section 224(d). CLEC may file a complaint with the appropriate regulatory authority if it believes the rates provided by BellSouth are not consistent with 47 U.S.C. Section 224(d).

6. **Local Number Portability**

The prices for interim number portability are set forth in Table 2.

7. **Recorded Usage Data**

The prices for recorded usage data are set forth in Table 3.

8. **Electronic Interfaces**

Each party shall bear its own cost of developing and implementing Electronic Interface Systems because those systems will benefit all carriers. If a system or process is developed exclusively for certain carriers, however, those costs shall be recovered from the carrier who is requesting the customized system.

9. **True-Up**

Rates which are not indicated as "interim" are permanent rates. Rates indicated as "interim" are interim and are subject to true-up.

10. **Operational Support Systems (OSS) Rates**

OPERATIONAL SUPPORT SYSTEMS (OSS) RATES

	Interactive Ordering and Trouble Maintenance System		OSS Order Charge (per end user account)	
	Non-Recurring Establishment Charge	Recurring Charge, per month	Charge per order	Surcharge for manually placed orders
FLORIDA	$100.00	$50.00	$10.80	$22.00

TABLE 1

BELLSOUTH/CLEC RATES - FLORIDA

UNBUNDLED NETWORK ELEMENTS

Network Interface Device, Per Month	$0.76 (interim rate)
Loops, Including NID	
2 wire, per month	$ 17.00
NRC First	$140.00
NRC Add'l	$ 42.00
4 wire, per month	$ 30.00
NRC First	$141.00
NRC Add'l	$ 43.00
2 wire ISDN, per month	$ 40.00
NRC First	$306.00
NRC Add'l	$283.00
DS1, per month	$ 80.00
NRC First	$540.00
NRC Add'l	$465.00
Unbundled Loop Channelization System (DS1 to VG)	
Per system, per month	$480.00
NRC, First	$350.00
NRC, Add'l	$ 90.00
Per voice interface, per month	$ 1.50
NRC, First	$ 5.75
NRC, Add'l	$ 5.50
Loop Distribution, per month	$ 7.00 (interim rate)
Loop Distribution, NRC	BFR

End Office Switching-Unbundled	
Ports	
2 wire	$ 2.00
NRC First	$38.00
NRC Add'l	$15.00
4 wire	$10.00 (interim rate)
NRC First	$38.00 (interim rate)
NRC Add'l	$15.00 (interim rate)
2 wire ISDN (1) (2)	$13.00
NRC First	$88.00
NRC Add'l	$66.00
2 wire DID	TBD
NRC First	TBD
NRC Add'l	TBD
4 wire ISDN	TBD
NRC First	TBD
NRC Add'l	TBD
4 wire DS1	$125.00
NRC First	$112.00
NRC Add'l	$ 91.00
Usage	
Initial Minute	$0.0175
Additional Minutes	$0.005
Features, functions, capabilities	No additional charge
Operator Systems	
Operator Call Handling-Station & Person	$1.00 per minute
Automated Call Handling	$0.10 per call attempt

Directory Assistance	$0.25 per call
DA Call Completion	$0.03 per call attempt
Intercept	$0.01 per call
Busy Line Verification	$0.80 per call
Emergency Interrupt	$1.00 per call
Directory Assistance	
DA Database	
per listing	$0.001
monthly	$100.00
Direct access to DA service	
per query	$0.01
monthly	$5,000.00
NRC, service establish charge	$820.00
DA transport	
switched local channel	$133.81 (interim rate)
NRC, first	$866.97 (interim rate)
NRC, add'l	$486.83 (interim rate)
switched dedicated DS1 level	
per mile	$16.75 (interim rate)
per facility termination	$59.75 (interim rate)
NRC	$100.49 (interim rate)
switched common	
per DA call	$0.0003
per DA call per mile	$0.00001
tandem switching	
per DA call	$0.00055

Dedicated Transport	
DS1, facility termination	$ 59.75
DS1, per mile	$ 1.60
NRC	$100.49 (interim rate)
Shared Transport	
Facility termination, per MOU	$0.0005
Per mile, per MOU	$0.000012
End office Switching-Direct End Office Interconnection	$0.00200 per mou
Tandem Switching	$0.00029 per minute
CCS7 Signaling Links	
CCS7 Signaling Connection per link per month	$5.00 per link, per month
non-recurring	$400.00
CCS7 Signaling Termination per port per month	$113.00
CCS7 Signal Transfer Points	
CCS7 Signaling Usage per ISUP Message per month	$0.00001 per message
CCS7 Signaling Usage per TCAP Message per month	$0.00004 per message
CCS7 Signaling Usage Surrogate per link per month (This charge is only applicable where signaling usage measurement or billing capability does not exist.)	$64.00 per month
Service Control Points	
LIDB (3)	TBD

Toll Free Database (3)	TBD
AIN, per message	$0.00004 (interim rate)
AIN, Service Creation Tools (3)	TBD
AIN, Mediation (3)	TBD
Note(s): (1) 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. (2) Access to B Channel or D Channel Packet capabilities will be available only through Bona Fide Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request Process. (3) BellSouth and CLEC shall negotiate rates for this offering. If agreement is not reached within sixty (60) days of the Effective Date, either party may petition the Florida PSC to settle the disputed charge or charges.	

TABLE 2

LOCAL NUMBER PORTABILITY

CLEC and BellSouth shall pay its own costs in the provision of interim number portability. CLEC and BellSouth shall track their costs of providing interim number portability with sufficient detail to verify the costs, in order to facilitate the Florida PSC's consideration of recovery of these costs in Docket No. 950737-TP.

TABLE 3

RECORDED USAGE DATA

Recording Services (only applied to unbundled operator services messages), per message	$.008
Message Distribution, per message	$.004
Data Transmission, per message	$.001
Magnetic tape distribution per file	$54.95

Attachment 11
Exhibit 3

Georgia

GEORGIA

PRICING

1. **General Principles**

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

2. **Local Service Resale**

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

Residential Service	See Attachment 1
Business Service:	See Attachment 1

The prices that CLEC pays for resold Local Services were established by the Commission in Docket No. 6352-U. The Commission will review those prices one year from the date of its order in that docket.

3. **Unbundled Network Elements**

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

4. **Compensation For Call Transport and Termination**

Interim prices that CLEC shall pay to BellSouth are set forth in Table 1.

5. **Ancillary Functions**

5.1 Collocation - The rates, terms and conditions for Physical Collocation are as set forth in Attachment 4 of this Agreement. Rates, terms, and conditions for Virtual Collocation are as set forth in Section 20 of BellSouth Telecommunications, Inc.'s Interstate Access Tariff, FCC No. 1.

5.2 Poles, Ducts and Conduits - BellSouth shall provide access to poles, conduits and ducts at rates that are consistent with 47 U.S.C. Section 224(d). CLEC may file a complaint with the appropriate regulatory

authority if it believes the rates provided by BellSouth are not consistent with 47 U.S.C. Section 224(d).

6. **Local Number Portability**

The prices for interim number portability are set forth in Table 2.

7. **Recorded Usage Data**

The interim prices for recorded usage data are set forth in Table 3.

8. **Electronic Interfaces**

As stated in the Georgia Public Service Commission's Supplemental Order issued in Docket No. 6352-U, all costs incurred by BellSouth to implement operational interfaces shall be recovered from the industry. If there is disagreement between the Parties regarding cost recovery issues, the Georgia Public Service Commission shall initiate a separate hearing to address the matter upon filing of a petition by an affected party.

9. **Interim Pricing**

Except for the interim prices for resold Local Services, the interim prices referenced above shall be subject to true-up according to the following procedures:

1. The interim price 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 of Section 16 of the General Terms and Conditions and Attachment 1 of the Agreement.

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 Section 16 of 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.

3. A final order of this Commission that forms the basis of a true-up shall be the final order as to prices for unbundled local loops in the Docket No. 7601-U generic cost study proceeding, 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 unbundled element prices, which deaveraged prices, if any are required by said final order, shall form the basis of any true-up.

4. CLEC shall retain its ability under Section 252(I) to obtain any interconnection, service, or network element provided under an agreement approved under Section 252 to which BellSouth is a party, upon the same terms and conditions as those provided in the agreement.

10. **Operational Support Systems (OSS) Rates**

OPERATIONAL SUPPORT SYSTEMS (OSS) RATES				
	Interactive Ordering and Trouble Maintenance System		OSS Order Charge (per end user account)	
	Non-Recurring Establishment Charge	Recurring Charge, per month	Charge per order	Surcharge for manually placed orders
GEORGIA	$100.00	$50.00	$10.80	$22.00

TABLE 1

BELLSOUTH/CLEC INTERIM RATES - GEORGIA

UNBUNDLED NETWORK ELEMENTS

(all rates are subject to true-up)

Network Interface Device, Per Month	$0.53	
Loops, Including NID, Per Month		
2 wire analog voice grade loop	$14.22	
NRC	$25.80	
4 wire analog voice grade loop	$22.75	
NRC	$25.80	
2 wire ADSL/ISDN	$17.00	
NRC	$25.80	
4 wire HDSL	$27.20	
NRC	$25.80	
2 wire ISDN Digital	$27.20	
NRC	$25.80	
4 wire DS1 Digital grade loop	$117.00	
NRC	$665.00 $315.00	First Add'l
Loop Distribution (including NID), per month	$8.87	
Loop Distribution, NRC	BFR	
Local Switching, Per Month		
2 wire analog port	$1.13	
NRC	$50.00 $18.00	First Add'l
4 wire analog port (Coin)	$1.13	
NRC	$50.00 $18.00	First Add'l
2 wire DID port	$12.68	
NRC	$50.00 $18.00	First Add'l
4 wire DID port	$120.00	
NRC	$230.00 $200.00	First Add'l
2 wire ISDN port (1) (2)	$13.50	
NRC	$150.00 $120.00	First Add'l
4 wire ISDN port	$308.00	
NRC	$230.00 $200 00	First Add'l
Rotary Service (hunting)	$0.20	
NRC	$3.00 $3.00	First Add'l
Local Switching		
End Office Switching, per Minute of use	$0.0016	
Tandem Switching, per minute of use	$0.0017	
Local Transport		
Dedicated Transport - DS1 Level - per mile per month	$1.60	
DS1 - Facility Termination, per month	$59.75	
DS1 - Facility Termination, NRC	$100.49	
Dedicated Transport - DS0 Level - per mile per month	$.10	

2/1/98

DS0 - Facility Termination, per month	$2.75	
DS0 - Facility Termination, NRC	$24.01	
Shared Transport - per mile per mou	$.000012	
Facility Termination, per mou	$0.00036	
CCS7 Signaling		
CCS7 Signaling Connection per link per month		
A link	$19.97 per link	
B link	$25.25 per link	
Signal Transfer Points		
CCS7 Signaling Usage per ISUP Message per month	$0.00005 per message	
CCS7 Signaling Usage per TCAP Message per month	$0.00005 per message	
CCS7 Signaling Usage Surrogate per link per month (This charge is only applicable where signaling usage measurement or billing capability does not exist.)	$395.00	
Signal Control Points		
AIN	Interim Rates to be Negotiated	
LIDB	$0.00075 per message	
Originating point code establishment or change, per establishment or change	$91.00	
800/888 Access Ten Digit Screening Service		
Per 800 call utilizing access ten digit screening service w/800 number delivery	$0.00075 per message	
Per 800 call utilizing access ten digit screening service w/800 number delivery, for 800 numbers with optional complex features	$0.00075 per message	
Per 800 call utilizing access ten digit screening service with POTS number delivery	$0.00075 per message	
Per 800 call utilizing access ten digit screening service with POTS number delivery, with optional complex features	$0.00075 per message	
NRC Reservation charge, per 800 number reserved	First $27.50	Add'l. $.50
NRC Establishment charge, per 800 number established with 800 Number Delivery	First $63.00	Add'l. $2.00
NRC Establishment charge, per 800 number established with POTS number delivery	First $63.00	Add'l. $2.00
NRC Change charge, per request	First $42.00	Add'l. $.50
NRC customized area of service, per 800 number	First $3.00	Add'l. $1.50
NRC multiple interLATA carrier routing, per carrier requested, per 800 number	First $3.50	Add'l. $2.00
NRC call handling and destination features, per 800 number	$3.00	
Operator Systems		
Operator Provided Call Handling	$0.30 per call	
Fully Automated Call Handling	$0.07 per attempt	
Directory Assistance		
Directory Assistance	$0.20 per call	
DA Call Completion	$0.05 per attempt	
Number Services Intercept	$0.04 per query	
DA -switched local channel DS1 level, per local channel	$133.81	
NRC First	$866.97	
NRC Add'l	$486.83	
DA-Switched dedicated transport - DS1 level, per mile	$23.50	

NRC	$100.49
DA-switched common transport, per DA Acc. Svc Call	$0.00036
DA-switched common transport, per DA acc svc call mi	$0.00004
DA - access tandem switching, per DA access svc call	$0.00055
DA - interconnection, per DA access service call	$0.00269
Installation, per DA access service call	$915.00 First $100.00 Add'l
DA database service - use fee, per DAD customer's end user request	$0.035
DA database Service - monthly recurring charge	$150.00
Direct access to DA service	
NRC DADAS service establishment charge	$1,000.00
DADAS database service charge, per month	$5,000.00
DADAS per query charge	$0.023
Selective Routing	
One time charge	$10.00 per line or PBX trunk
Dark Fiber	
Per each fiber strand per route mile or fraction thereof	$241.00
Per each four-fiber dry fiber arrangement	$1000.00 per arrangement
Note(s): (1) 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. (2) Access to B Channel or D Channel Packet capabilities will be available only through Bona Fide Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request Process.	

TABLE 2

LOCAL NUMBER PORTABILITY

Service Provider Number Portability - Remote Call Forwarding	Monthly Recurring	Non-Recurring
Rate, per ported number, residential	$1.25 per path	
Rate, per ported number, business	$1.50 per path	
Additional capacity for simultaneous call forwarding, per additional path	$0.50	
Rate per order, per end user location		$25.00

TABLE 3

RECORDED USAGE DATA

Recording Services (only applied to unbundled operator services messages), per message	$.008
Message Distribution, per message	$.004
Data Transmission, per message	$.001
Magnetic tape distribution per file	$54.95

Attachment 11
Exhibit 4

Kentucky

KENTUCKY

PART IV: PRICING

1. **General Principles**

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

2. **Local Service Resale**

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

Residential Service	See Attachment 1
Business Service:	See Attachment 1

3. **Unbundled Network Elements**

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

4. **Compensation For Call Transport and Termination**

The prices that CLEC shall pay to BellSouth are set forth in Table 1.

5. **Ancillary Functions**

5.1 Collocation - The rates, terms and conditions for Physical Collocation are as set forth in Attachment 4 of this Agreement. Rates, terms, and conditions for Virtual Collocation are as set forth in Section 20 of BellSouth Telecommunications, Inc.'s Interstate Access Tariff, FCC No. 1.

5.2 Poles, Ducts and Conduits - BellSouth shall provide access to poles, conduits and ducts at rates that are consistent with 47 U.S.C. Section 224(d). CLEC may file a complaint with the appropriate regulatory authority if it believes the rates provided by BellSouth are not consistent with 47 U.S.C. Section 224(d).

6. **Dark Fiber**

The prices for Dark Fiber are set forth in Table 2.

7. **Local Number Portability**

The prices for interim number portability are set forth in Table 3.

8. **Recorded Usage Data**

The prices for recorded usage data are set forth in Table 4.

9. **Electronic Interfaces**

All costs incurred by BellSouth to implement operational interfaces shall be recovered from the CLECs on a fairly apportioned basis. If there is disagreement between the Parties regarding cost recovery issues, an affected party may petition the Kentucky Public Service Commission to initiate a separate hearing to address the matter.

10. **Operational Support Systems (OSS) Rates**

OPERATIONAL SUPPORT SYSTEMS (OSS) RATES

	Interactive Ordering and Trouble Maintenance System		OSS Order Charge (per end user account)	
	Non-Recurring Establishment Charge	Recurring Charge, per month	Charge per order	Surcharge for manually placed orders
KENTUCKY	$100.00	$50.00	$10.80	$22.00

TABLE 1

BELLSOUTH/CLEC RATES - KENTUCKY
UNBUNDLED NETWORK ELEMENTS

Network Interface Device, Per Month	$1.80
Unbundled Loops	
2 Wire Analog VG Loop, per month	
Standard - with NID	$20.00
Standard - without NID	$18.20
Nonrecurring, with or without NID - First	$86.08
Nonrecurring, with or without NID - Add'l	$58.57
2 Wire Analog VG Loop, per month	
Customized - with NID	$23.35
Customized - without NID	$21.41
Nonrecurring, with or without NID - First	$236.75
Nonrecurring, with or without NID - Add'l	$177.10
4 Wire Analog VG Loop, per month	
Standard - with NID	$28.28
Standard - without NID	$26.38
Nonrecurring, with or without NID - First	$457.14
Nonrecurring, with or without NID - Add'l	$348.83
2 Wire ISDN Digital Grade Loop, per month	
Standard - with NID	$31.99
Standard - without NID	$29.65
Nonrecurring, with or without NID - First	$541.28
Nonrecurring, with or without NID - Add'l	$431.61
2 Wire ADSL Loop, per month	
Standard - with NID	$11.89
Standard - without NID	$10.63
Nonrecurring, with or without NID - First	$713.50
Nonrecurring, with or without NID - Add'l	$609.44
2 Wire HDSL Loop, per month	
Standard - with NID	$8.51
Standard - without NID	$7.40
Nonrecurring, with or without NID - First	$713.50
Nonrecurring, with or without NID - Add'l	$609.44
4 Wire HDSL Loop, per month	
Standard - with NID	$10.39
Standard - without NID	$9.70
Nonrecurring, with or without NID - First	$748.93
Nonrecurring, with or without NID - Add'l	$646.17
4 Wire DS1 Digital Grade Loop, per month	$67.96
Nonrecurring - First	$849.80
Nonrecurring - Additional	$523.27
Loop Channelization System - For Unbundled Loops	
Unbundled Loop System (DS1 to VG) per system, per month	$429.33
Nonrecurring - First	$664.06
Nonrecurring - Additional	$166.55
Central Office Interface Per Circuit, per month	$1.26
Nonrecurring - First	$46.68
Nonrecurring - Additional	$46.38

Sub-Loop 2-Wire Analog Loop Distribution	
Standard with NID	$10.83
Standard without NID	$9.95
Standard, NRC - 1st	$459.85
Standard, NRC - Add'l	$352.89
Sub-Loop 2-Wire Analog Loop Concentration	
Channelization System (Outside C.O.), Recurring	$263.06
Channelization System (Outside C.O.), NRC - 1st	$1,508.41
Channelization System (Outside C.O.), NRC - Add'l	$596.11
Working Plug-In 2-Wire, NRC - 1st	$23.30
Working Plug-In 2-Wire, NRC - Add'l	$23.25
Local Switching, Per Month	
2 wire analog port	$2.61
Nonrecurring, Residence - First	$37.78
Nonrecurring, Residence - Additional	$37.78
Nonrecurring, Business, First	$37.55
Nonrecurring, Business - Additional	$37.55
Nonrecurring, PBX, First	$36.47
Nonrecurring, PBX - Additional	$36.47
4 wire Analog (Coin) port	$3.04
Nonrecurring - First	$40.71
Nonrecurring - Additional	$40.71
4 wire ISDN DS1port	$275.48
Nonrecurring - First	$181.27
Nonrecurring - Additional	$116.42
2 wire ISDN Digital port (1) (2)	$12.33
Nonrecurring - First	$90.48
Nonrecurring - Additional	$84.53
Nonrecurring - User Profile per B Channel	$5.61
2 wire Analog Hunting - per line	$.29
Nonrecurring	$2.14
Local Switching, per Minute Of Use	
End Office Switching	$.002562
Tandem Switching	$.001096
Local Switching Features, functions, capabilities	No add'l charge
Shared Transport	
Shared Transport, per mile, per MOU	$.0000049
Shared Transport - Facility Termination, per MOU	$.000426
Dedicated Transport	
DS1, per mile, per month	$.45
DS1, Facility Termination, per month	$55.05
Nonrecurring - First	$298.18
Nonrecurring - Additional	$231.23
Exchange Access Interoffice Channel	
0 - 8 miles, fixed per month	$16.14
per mile, per month	$.0301
9 -25 miles, fixed, per month	$17.18
per mile, per month	$.0726
Over 25 miles, fixed, per month	$18.41

per mile, per month	$.0831
Nonrecurring - First	$181.93
Nonrecurring - Additional	$75.56
Operator Systems	
Operator Call Processing Access Service	
Operator Provided, per minute	
Using BST LIDB	$1.6016
Using Foreign LIDB	$1.6249
Fully Automated, per attempt	
Using BST LIDB	$.0856
Using Foreign LIDB	$.1071
Inward Operator Services Access Service	
Verification, per call	$1.00
Emergency Interrupt, per call	$1.111
Directory Assistance	
Directory Assistance Access Service Calls	
Per call	$.3136
Recording cost per announcement	$1,664.89
Loading cost per audio unit	$244.04
Directory Assistance Database Service	
Use Fee, per DADS customer's EU request/Listing	$.0193
Monthly recurring	$120.76
Direct Access to Directory Assistance Service (DADAS)	
Database service charge, per month	$7,235.01
Database Query Charge, per query	$.0052
Nonrecurring - DADAS service establishment	$1,186.94
DACC Access Service	
Per Call Attempt	$.05C
Number Service Intercept Access Service	
Per Intercept Query	$.0086
Per Intercept Query Update	$.0055
Directory Transport	
Switched Common Transport per DA Service Call	$.000175
Switched Common Transport per DA service call mile	$.000004
Access Tandem Switched per DA service call	$.000783
Switched Local Channel - DS1 level, per month	$36.32
Nonrecurring - First	$637.46
Nonrecurring - Additional	$546.94
Switched Dedicated Transport - DS1 level, per mile, per month	$.45
Facilities Termination, per month	$55.05
Nonrecurring - First	$298.18
Nonrecurring - Additional	$231.18
Nonrecurring installation per trunk or signaling connection - First	$501.98
Nonrecurring installation per trunk or signaling connection - Additional	$13.32
CCS7 Signaling Transport Services	
CCS7 Signaling Connection per Link per month	$16.31
Nonrecurring	$354.95
CCS7 Signaling Termination per Port per month	$174.08
CCS7 Signaling Usage Surrogate per link per month	$329.98
(This charge is only applicable where signaling usage measurement or billing capability does not exist.)	
CCS7 Signaling Usage per ISUP message per month	$.000037893

CCS7 Signaling Usage per TCAP message per month	$.000102042
800 Access Ten Digit Screening Service	
800/POTS Number Delivery, per query	$.0010
800/POTS number delivery with optional complex features, per query	$.0011
800/800 number delivery, per query	$.0010
800/800 number delivery with optional complex features, per query	$.0011
Nonrecurring	
Per 800 number reserved - First	$10.05
Per 800 number reserved - Additional	$1.19
Per 800 number established with 800 number delivery - First	$30.59
Per 800 number established with 800 number delivery - Additional	$3.22
Per 800 number established with POTS number delivery - First	$30.59
Per 800 number established per POTS number delivery - Additional	$3.22
Customized area of service per 800 number - First	$6.97
Customized area of service per 800 number - Additional	$3.49
Multiple InterLATA Carrier routing per Carrier/800 number - First	$8.16
Multiple InterLATA Carrier routing per Carrier/800 number - Additional	$4.67
Change Charge per request - First	$11.24
Change Charge per request - Additional	$1.19
Call handling and Destination Features per 800 Number	$6.97
Line Information Database Access Service	
Common Transport, per query	$.00006
Validation, per query	$.00938
Nonrecurring - Establishment or change	$107.60
Call Transport and Termination	
End Office switching, per MOU	$.002562
Tandem Switching, per MOU	$.001096
Common Transport, facility termination per MOU	$.0000049
Common Transport, per mile per MOU	$.000426
Intermediary Tandem, per MOU	$.001096
Selective Routing (Interim price)	
Nonrecurring	$10.00
Operational Support System	
OSS Electronic Interface, per order	$10.89
Note(s): (1) 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. (2) Access to B Channel or D Channel Packet capabilities will be available only through Bona Fide Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request Process.	

TABLE 2

DARK FIBER

Per each fiber strand, per month, per route mile or fraction thereof	$241.00
NRC, per each four-fiber dry fiber arrangement	
First	$1,808.19
Additional	$922.95

TABLE 3

INTERIM NUMBER PORTABILITY

BellSouth and CLEC will each bear their own costs of providing remote call forwarding as an interim number portability option.

TABLE 4

RECORDED USAGE DATA

OSS OPTIONAL Daily Usage File	
Recording per message	$.0008611
Message distribution, per message	$.0032357
Message distribution, per magnetic tape provisioned	$55.68
Data Transmission (CONNECT:DIRECT) per message	$.0000365

Attachment 11
Exhibit 5

Louisiana

LOUISIANA

PART IV: PRICING

1. **General Principles**

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

2. **Local Service Resale**

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

Residential Service	See Attachment 1
Business Service:	See Attachment 1

3. **Unbundled Network Elements**

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

4. **Compensation For Call Transport and Termination**

The prices that CLEC shall pay to BellSouth are set forth in Table 1.

5. **Ancillary Functions**

5.1 Collocation - The rates, terms and conditions for Physical Collocation are as set forth in Attachment 4 of this Agreement. Rates, terms, and conditions for Virtual Collocation are as set forth in Section 20 of BellSouth Telecommunications, Inc.'s Interstate Access Tariff, FCC No. 1.

5.2 Poles, Ducts and Conduits - BellSouth shall provide access to poles, conduits and ducts at rates that are consistent with 47 U.S.C. Section 224(d). CLEC may file a complaint with the appropriate regulatory authority if it believes the rates provided by BellSouth are not consistent with 47 U.S.C. Section 224(d).

6. **Recorded Usage Data**

The prices for recorded usage data are set forth in Table 1.

7. **Electronic Interfaces**

The prices for Operational Support Systems are set forth in Table 1.

8. **Operational Support Systems (OSS) Rates**

OPERATIONAL SUPPORT SYSTEMS (OSS) RATES				
	Interactive Ordering and Trouble Maintenance System		OSS Order Charge (per end user account)	
	Non-Recurring Establishment Charge	Recurring Charge, per month	Charge per order	Surcharge for manually placed orders
LOUISIANA	$100.00	$50.00	$9.16	$18.14

TABLE 1

BELLSOUTH/CLEC RATES - LOUISIANA
UNBUNDLED NETWORK ELEMENTS

NIDs	
NRC - NID per 2-Wire Loops--Manual Svc Order--1st	$18.14
NRC - NID per 2-Wire Loops--Manual Svc Order--Add'l	$8.06
NRC - NID per 2-Wire Loops--Manual Svc Order--Disconnect	$11.41
NRC - NID per 4-Wire Loops--Manual Svc Order--1st	$18.14
NRC - NID per 4-Wire Loops--Manual Svc Order--Add'l	$8.06
NRC - NID per 4-Wire Loops--Manual Svc Order--Disconnect	$11.41
NID per 2-Wire Analog VG Loop, Per Month	$1.09
NRC - 1st	$2.02
NRC - Add'l	$2.02
NRC - Disconnect Chg - 1st	$2.01
NRC - Disconnect Chg - Add'l	$2.01
NID per 4-Wire Analog VG Loop, Per Month	$1.22
NRC - 1st	$2.02
NRC - Add'l	$2.02
NRC - Disconnect Chg - 1st	$2.01
NRC - Disconnect Chg - Add'l	$2.01
NID per 2-Wire ISDN Digital VG Loop, Per Month	$1.08
NRC - 1st	$2.02
NRC - Add'l	$2.02
NRC - Disconnect Chg - 1st	$2.01
NRC - Disconnect Chg - Add'l	$2.01
NID per 2-Wire Asymmetrical Dig Subscriber Line (ADSL) Loop, Per Mo.	$1.09
NRC - 1st	$2.02
NRC - Add'l	$2.02
NRC - Disconnect Chg - 1st	$2.01
NRC - Disconnect Chg - Add'l	$2.01
NID per 2-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop	$1.09
NRC - 1st	$2.02
NRC - Add'l	$2.02
NRC - Disconnect Chg - 1st	$2.01
NRC - Disconnect Chg - Add'l	$2.01
NID per 4-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop	$1.21
NRC - 1st	$2.02
NRC - Add'l	$2.02
NRC - Disconnect Chg - 1st	$2.01
NRC - Disconnect Chg - Add'l	$2.01
NID per 4-Wire 56 or 64 Kbps Dig Grade Loop	$1.21
NRC - 1st	$2.02
NRC - Add'l	$2.02
NRC - Disconnect Chg - 1st	$2.01
NRC - Disconnect Chg - Add'l	$2.01
Loop, Including NID	
NRC - 2-Wire Loops--Incremental Cost--Manual Svc Order--1st	$18.14
NRC - 2-Wire Loops--Incremental Cost--Manual Svc Order--Add'l	$8.06
NRC - 2-Wire Loops--Incremental Cost--Manual Svc Order--Disconnect	$11.41
NRC - 4-Wire Loops (Exclud DS1)--Incremental Cost--Manual Svc Order--	$18.14

1st	
NRC - 4-Wire Loops (Exclud DS1)--Incremental Cost--Manual Svc Order--Add'l	$8.06
NRC - 4-Wire Loops (Exclud DS1)--Incremental Cost--Manual Svc Order--Disconnect	$11.41
2-Wire Analog VG Loop-SL1	$19.35
NRC - 1st	$40.69
NRC - Add'l	$29.96
NRC - Disconnect Chg - 1st	$11.48
NRC - Disconnect Chg - Add'l	$3.36
NRC - Order Coordination for Specified Conversion Time	$32.77
2-Wire Analog VG Loop-SL1-Manual Order Coord	
NRC - 1st	$34.90
NRC - Add'l	$34.90
NRC - Disconnect Chg - 1st	$8.77
NRC - Disconnect Chg - Add'l	$8.77
2-Wire Analog VG Loop-SL2	$22.84
NRC - 1st	$99.69
NRC - Add'l	$74.73
NRC - Disconnect Chg - 1st	$28.73
NRC - Disconnect Chg - Add'l	$18.87
NRC - Order Coordination for Specified Conversion Time	$32.77
4-Wire Analog VG Loop	$31.52
NRC - 1st	$198.10
NRC - Add'l	$163.26
NRC - Disconnect Chg - 1st	$74.27
NRC - Disconnect Chg - Add'l	$39.44
NRC - Order Coordination for Specified Conversion Time	$32.77
2-Wire ISDN Digital Grade Loop	$27.36
NRC - 1st	$223.27
NRC - Add'l	$172.63
NRC - Disconnect Chg - 1st	$74.27
NRC - Disconnect Chg - Add'l	$39.44
NRC - Order Coordination for Specified Conversion Time	$32.77
2-Wire Asymmetrical Dig Subscriber Line (ADSL) Compatible Loop	$15.39
NRC - 1st	$343.13
NRC - Add'l	$310.03
NRC - Disconnect Chg - 1st	$72.54
NRC - Disconnect Chg - Add'l	$39.42
NRC - Order Coordination for Specified Conversion Time	$32.77
2-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop	$11.61
NRC - 1st	$343.13
NRC - Add'l	$310.03
NRC - Disconnect Chg - 1st	$72.54
NRC - Disconnect Chg - Add'l	$39.42
NRC - Order Coordination for Specified Conversion Time	$32.77
4-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop	$16.39
NRC - 1st	$361.45
NRC - Add'l	$328.35
NRC - Disconnect Chg - 1st	$72.54
NRC - Disconnect Chg - Add'l	$39.41
NRC - Order Coordination for Specified Conversion Time	$32.77

4-Wire DS1 Digital Loop	$72.86
NRC - 1st	$410.38
NRC - Add'l	$255.48
NRC - Disconnect Chg - 1st	$92.35
NRC - Disconnect Chg - Add'l	$38.44
NRC - Incremental Cost--Manual Svc Order-1st	$18.14
NRC - Incremental Cost--Manual Svc Order-Addl	$8.06
NRC - Incremental Cost--Manual Svc Order-Disconnect	$11.41
NRC - Order Coordination for Specified Conversion Time	$33.05
4-Wire 56 or 64 Kbps Dig Grade Loop	$35.58
NRC - 1st	$333.28
NRC - Add'l	$230.50
NRC - Disconnect Chg - 1st	$87.99
NRC - Disconnect Chg - Add'l	$44.24
NRC - Order Coordination for Specified Conversion Time	$32.77
Sub-Loop 2-Wire Analog	
Loop Feeder per 2-Wire Analog VG Loop	$9.90
NRC - 1st	$197.61
NRC - Add'l	$162.77
NRC - Disconnect Chg - 1st	$74.27
NRC - Disconnect Chg - Add'l	$39.44
NRC - Order Coordination for Specified Conversion Time	$32.77
Loop Distribution per 2-Wire Analog VG Loop	$12.29
NRC - 1st	$197.76
NRC - Add'l	$163.60
NRC - Disconnect Chg - 1st	$71.20
NRC - Disconnect Chg - Add'l	$37.03
NRC - Order Coordination for Specified Conversion Time	$32.77
Loop Concentration - Channelization Sys (Outside CO)	$402.00
NRC - 1st	$618.57
NRC - Add'l	$270.40
NRC - Disconnect Chg - 1st	$198.30
NRC - Disconnect Chg - Add'l	$48.24
NRC - Incremental Cost--Manual Svc Order - 1st	$18.14
NRC - Incremental Cost--Manual Svc Order - Add'l	$8.06
NRC - Incremental Cost--Manual Svc Order - Disconnect	$11.41
Loop Concentration - Remote Terminal Cabinet (Outside CO)	ICB
Loop Concentration - Remote Channel Interface - 2-Wire VG (Outside CO)	$1.02
NRC - 1st	$8.99
NRC - Add'l	$8.97
NRC - Disconnect Chg - 1st	$4.49
NRC - Disconnect Chg - Add'l	$4.48
Loop Channelization System (Inside C.O.)	
Loop Channelization Sys-Dig Loop Carrier per Mo. (DS1 to VG)	$301.68
NRC - 1st	$292.90
NRC - Add'l	$72.38
NRC - Disconnect Chg - 1st	$5.30
NRC - Disconnect Chg - Add'l	------
NRC - Incremental Cost--Manual Svc Order - 1st	$18.14
NRC - Incremental Cost--Manual Svc Order - Add'l	$8.06
NRC - Incremental Cost--Manual Svc Order - Disconnect	$11.41

CO Channel Interface-2-Wire VG Per Circuit, Per Month	$1.08
NRC - 1st	$19.97
NRC - Add'l	$19.84
NRC - Disconnect Chg - 1st	$8.26
NRC - Disconnect Chg - Add'l	$8.21
Unbundled Local Exchange Ports	
2-Wire Analog Line Port (Res., Bus.), per month	$2.20
NRC - 1st	$16.43
NRC - Add'l	$16.43
NRC - Disconnect Chg - 1st	$4.38
NRC - Disconnect Chg - Add'l	$4.38
NRC - Incremental Cost--Manual Svc Order - 1st	$18.14
NRC - Incremental Cost--Manual Svc Order - Add'l	$8.06
NRC - Incremental Cost--Manual Svc Order - Disconnect	$10.39
4-Wire Analog VG Port, per month	$10.13
NRC - 1st	$16.43
NRC - Add'l	$16.43
NRC - Disconnect Chg - 1st	$3.77
NRC - Disconnect Chg - Add'l	$3.77
NRC - Incremental Cost--Manual Svc Order - 1st	$18.14
NRC - Incremental Cost--Manual Svc Order - Add'l	$8.06
NRC - Incremental Cost--Manual Svc Order - Disconnect	$8.94
2-Wire DID Port, per month	$13.12
NRC - 1st	$59.28
NRC - Add'l	$59.28
NRC - Disconnect Chg - 1st	$9.20
NRC - Disconnect Chg - Add'l	$9.20
NRC - Incremental Cost--Manual Svc Order - 1st	$18.14
NRC - Incremental Cost--Manual Svc Order - Add'l	$8.06
NRC - Incremental Cost--Manual Svc Order - Disconnect	$10.39
4-Wire DID Port, per month	$149.27
NRC - 1st	$85.63
NRC - Add'l	$50.23
NRC - Disconnect Chg - 1st	$8.82
NRC - Disconnect Chg - Add'l	$8.83
NRC - Incremental Cost--Manual Svc Order - 1st	$18.14
NRC - Incremental Cost--Manual Svc Order - Add'l	$8.06
NRC - Incremental Cost--Manual Svc Order - Disconnect	$10.39
2-Wire ISDN Port(1) (2), per month	$23.33
NRC - 1st	$45.35
NRC - Add'l	$45.35
NRC - Disconnect Chg - 1st	$4.31
NRC - Disconnect Chg - Add'l	$4.31
NRC - Incremental Cost--Manual Svc Order - 1st	$38.29
NRC - Incremental Cost--Manual Svc Order - Add'l	$38.29
NRC - Incremental Cost--Manual Svc Order-Disconnect 1st	$6.65
NRC - Incremental Cost--Manual Svc Order-Disconnect Addl	$6.65
4-Wire ISDN DS1 Port, per month	$194.72
NRC - 1st	$181.89
NRC - Add'l	$181.89
NRC - Disconnect Chg - 1st	$27.11
NRC - Disconnect Chg - Add'l	$27.11

NRC - Incremental Cost--Manual Svc Order - 1st	$33.18
NRC - Incremental Cost--Manual Svc Order - Add'l	$33.18
NRC - Incremental Cost--Manual Svc Order-Disconnect 1st	$7.73
NRC - Incremental Cost--Manual Svc Order-Disconnect Addl	$7.73
2-Wire Analog Line Port (PBX), per month	$2.20
NRC - 1st	$16.43
NRC - Add'l	$16.43
NRC - Disconnect Chg - 1st	$3.77
NRC - Disconnect Chg - Add'l	$3.77
NRC - Incremental Cost--Manual Svc Order - 1st	$18.14
NRC - Incremental Cost--Manual Svc Order - Add'l	$8.06
NRC - Incremental Cost--Manual Svc Order-Disconnect	$8.94
Coin Port, per month	$2.50
NRC - 1st	$16.43
NRC - Add'l	$16.43
NRC - Disconnect Chg - 1st	$4.15
NRC - Disconnect Chg - Add'l	$4.15
NRC - Incremental Cost--Manual Svc Order - 1st	$18.14
NRC - Incremental Cost--Manual Svc Order - Add'l	$8.06
NRC - Incremental Cost--Manual Svc Order-Disconnect	$9.86
Vertical Features	
Local Switching Features offered with Port, Monthly	$8.28
Subsequent Order Charge--Electronic	
Subsequent Order Charge--Incremental Cost--Manual Svc Order	
Local Switching	
End Office Switching Function, per mou	$0.0021
End Office Interoffice Trunk Port--Shared, per mou	$0.0002
Tandem Switching	
Tandem Switching Function per mou	$0.0008
Tandem Interoffice Trunk Port--Shared per mou	$0.0003
Common Transport	
Common Transport per mile per mou	$0.0000083
Common Transport Facilities Termination per mou	$0.00047
Interoffice Transport - Dedicated - VG	
Interoffice Transport - Dedicated - 2-Wire VG - per mile	$0.0384
Interoffice Transport - Dedicated - 2-Wire VG - facilities termination	$19.10
NRC - 1st	$76.20
NRC - Add'l	$34.54
NRC - Disconnect Chg - 1st	$28.03
NRC - Disconnect Chg - Add'l	$5.37
NRC - Incremental Cost--Manual Svc Order - 1st	$18.14
NRC - Incremental Cost--Manual Svc Order - Add'l	$18.14
NRC - Incremental Cost--Manual Svc Order-Disconnect--1st	$8.06
NRC - Incremental Cost--Manual Svc Order-Disconnect--Addl	$8.06
Interoffice Transport - Dedicated - DS0 - 56/64 KBPS	
Interoffice Transport - Dedicated - DS0 - per mile	$0.0384
Interoffice Transport - Dedicated - DS0 - facilities termination	$18.37
NRC - 1st	$76.20
NRC - Add'l	$34.54
NRC - Disconnect Chg - 1st	$28.03
NRC - Disconnect Chg - Add'l	$5.37
NRC - Incremental Cost--Manual Svc Order - 1st	$18.14

NRC - Incremental Cost--Manual Svc Order - Add'l	$18.14
NRC - Incremental Cost--Manual Svc Order-Disconnect--1st	$8.06
NRC - Incremental Cost--Manual Svc Order-Disconnect--Addl	$8.06
Interoffice Transport - Dedicated - DS1	
Interoffice Transport - Dedicated - DS1 - per mile	$0.7831
Interoffice Transport - Dedicated - DS1 - facilities termination	$93.40
NRC - 1st	$140.49
NRC - Add'l	$106.69
NRC - Disconnect Chg - 1st	$20.00
NRC - Disconnect Chg - Add'l	$16.34
NRC - Incremental Cost--Manual Svc Order - 1st	$18.14
NRC - Incremental Cost--Manual Svc Order - Add'l	$18.14
NRC - Incremental Cost--Manual Svc Order-Disconnect--1st	$8.06
NRC - Incremental Cost--Manual Svc Order-Disconnect--Addl	$8.06
Local Channel - Dedicated	
Local Channel - Dedicated - 2-Wire VG	$14.94
NRC - 1st	$347.49
NRC - Add'l	$59.75
NRC - Disconnect Chg - 1st	$53.68
NRC - Disconnect Chg - Add'l	$6.60
NRC - Incremental Cost--Manual Svc Order - 1st	$18.14
NRC - Incremental Cost--Manual Svc Order - Add'l	$8.06
NRC - Incremental Cost--Manual Svc Order-Disconnect	$11.40
Local Channel - Dedicated - 4-Wire VG	$16.21
NRC - 1st	$352.75
NRC - Add'l	$61.33
NRC - Disconnect Chg - 1st	$54.36
NRC - Disconnect Chg - Add'l	$7.28
NRC - Incremental Cost--Manual Svc Order - 1st	$18.14
NRC - Incremental Cost--Manual Svc Order - Add'l	$8.06
NRC - Incremental Cost--Manual Svc Order-Disconnect	$11.40
Local Channel - Dedicated - DS1	$43.80
NRC - 1st	$348.56
NRC - Add'l	$300.30
NRC - Disconnect Chg - 1st	$24.15
NRC - Disconnect Chg - Add'l	$21.31
NRC - Incremental Cost--Manual Svc Order	$42.34
NRC - Incremental Cost--Manual Svc Order-Disconnect	$19.48
Local Usage	
Intraoffice per mou	$0.00209
Interoffice per mou (assumes 5 miles of transport)	$0.00538
Local Interconnection	
End Office Connection per mou	$0.00209
Tandem Connection (assumes 5 miles of transport per mou)	$0.00430
Multi-tandem Connection	variable
800 Access Ten Digit Screening	
800 Access Ten Digit Screening, per call	$0.0005305
Reservation Charge per 800 number reserved--NRC - 1st	$6.29
Reservation Charge per 800 number reserved--NRC - Add'l	$0.73
Per 800 #.Established w/o POTS Translations	
NRC - 1st	$12.27
NRC - Add'l	$1.39

NRC - Disconnect Chg - 1st	$8.30
NRC - Disconnect Chg - Add'l	$0.73
Per 800 # Established with POTS Translations	
NRC - 1st	$12.27
NRC - Add'l	$1.39
NRC - Disconnect Chg - 1st	$8.30
NRC - Disconnect Chg - Add'l	$0.73
Customized Area of Service per 800 Number	
NRC - 1st	$4.27
NRC - Add'l	$2.14
Multiple Inter LATA CXR Routing per CXR Requested per 800 #	
NRC - 1st	$5.00
NRC - Add'l	$2.86
Change Charge per request	
NRC - 1st	$7.01
NRC - Add'l	$0.73
Call Handling and Destination Features - NRC	$4.27
Reserv Chg per 800 # Reserved - Incrm Cost-Manual Svc Order	$18.14
Per 800 # Est'd w/o POTS Transl-Incrm Cost-Manual Svc Order	
NRC	$18.14
NRC - Disconnect Chg	$11.40
Per 800 # Est'd with POTS Transl-Incrm Cost Manual Svc Order	
NRC	$18.14
NRC - Disconnect Chg	$11.40
Chng Chrg/Request-Incrm Cost-Manual Svc Order-NRC	$18.14
Line Information Database Access (LIDB)	
LIDB Common Transport per query	$0.0000418
LIDB Validation per query	$0.0103774
LIDB Originating Point Code Establishment or Change - NRC	$48.17
LIDB - Incremental Cost - Manual Svc Order - NRC	$18.14
CCS7 Signaling Transport	
CCS7 Signaling Connection, per 56Kbps facility	$19.48
NRC	$126.34
NRC - Disconnect	$101.10
CCS7 Signaling Termination, per STP port	$161.99
CCS7 Signaling Usage, per call setup message	$0.0000430
CCS7 Signaling Usage, per TCAP message	$0.0001052
CCS7 Signaling Usage Surrogate, per 56 Kbps facility per LATA per mo	$406.71
CCS7 Signaling - Incremental Cost - Manual Svc Order	
NRC	$18.14
NRC - Disconnect	$11.40
Operational Support Systems	
OSS Interactive Ordering and Trouble Maint, Estab, per user	$50.00
NRC	$100.00
OSS OLEC Daily Usage File: Recording, per message	$0.00019
OSS OLEC Daily Usage File: Message Distribution, per message	$0.00240
OSS OLEC Daily Usage File: Message Distribution, per magnetic tape provisioned	$47.30
OSS OLEC Daily Usage File: Data Transmission (CONNECT:DIRECT), per message	$0.00003
Recovery of Incremental OSS Costs, per electronic order	$9.16

Operator Call Processing	
Oper. Provided Cost per min - Using BST LIDB	$0.91
Oper. Provided Cost per min - Using Foreign LIDB	$0.96
Fully Automated Cost per call - Using BST LIDB	$0.10
Fully Automated Cost per call - Using Foreign LIDB	$0.12
Inward Operator Services	
Verification, per minute	$0.86
Verification and Emergency Interupt, per minute	$0.86
Directory Assistance Services	
Directory Assist Call Completion Access Svc (DACC), per call attempt	$0.04
Number Services intercept per query	$0.02
Directory Assistance Access Service Calls, cost per call	$0.20
Directory Transport	
Directory Transport - Local Channel DS1	$43.83
NRC - 1st	$339.69
NRC - Add'l	$298.29
NRC - Disconnect Chg - 1st	$33.02
NRC - Disconnect Chg - Add'l	$23.32
NRC - Incremental Cost-Manual Svc Order - NRC	$42.34
NRC - Incremental Cost-Manual Svc Order - NRC-Disconnect	$19.48
Directory Transport - DS1 Level Interoffice per mile	$0.78
Directory Transport - DS1 Level Interoffice per facility termination	$93.40
NRC - 1st	$140.49
NRC - Add'l	$106.69
NRC - Disconnect Chg - 1st	$20.00
NRC - Disconnect Chg - Add'l	$16.34
NRC - Incremental Cost-Manual Svc Order - NRC-1st	$18.14
NRC - Incremental Cost-Manual Svc Order - NRC-Add'l	$18.14
NRC - Incremental Cost-Manual Svc Order - NRC-Disconnect-1st	$8.06
NRC - Incremental Cost-Manual Svc Order - NRC-Disconnect-Add'l	$8.06
Switched Common Transport per DA Access Service per call	$0.0003274
Switched Common Transport per DA Access Service per call per mile	$0.0000175
Access Tandem Switching per DA Access Service per call	$0.0025257
Directory Transport-Installation NRC, per trunk or signaling connection	
NRC - 1st	$195.54
NRC - Add'l	$4.23
NRC - Disconnect Chg - 1st	$130.05
NRC - Disconnect Chg - Add'l	$4.23
Directory Assistance Database Service (DADS)	
Directory Assistance Database Service cost per listing	$0.0443
Directory Assistance Database Service, monthly	$90.54
Direct Access to Directory Assistance (DADAS)	
Direct Access to Directory Assistance Service, per month	$4,982.00
Direct Access to Directory Assistance Service, per query	$0.0460
Direct Access to Directory Assistance Service, svc estab chg-NRC	$786.82
Direct Access to Directory Assistance Service, svc estab chg-NRC-Disconnect	$57.23
Service Provider Number Portability - RCF	
RCF, per number ported	$2.29
NRC	$0.49
NRC - Disconnect Chg	$0.05

RCF, per additional path	$0.38
RCF, per service order, per location - NRC - 1st	$2.02
RCF, per service order, per location - NRC - Add'l	$2.02
RCF, per service order, per location - NRC - Disconnect - 1st	$2.01
RCF, per service order, per location - NRC - Disconnect - Add'l	$2.01
Svc Provider No. Portability - Incremental Cost-Manual Svc Order	
NRC - 1st	$18.14
NRC - Add'l	$18.14
NRC - Disconnect Chg - 1st	$11.41
NRC - Disconnect Chg - Add'l	$11.41
Service Provider Number Portability - DID	
DID per number ported, Residence - NRC	$0.89
DID per number ported, Residence - NRC - Disconnect	$0.90
DID per number ported, Business - NRC	$0.89
DID per number ported, Business - NRC - Disconnect	$0.90
DID per service order, per location - NRC - 1st	$2.02
DID per service order, per location - NRC - Add'l	$2.02
DID per service order, per location - NRC - Disconnect - 1st	$2.01
DID per service order, per location - NRC - Disconnect - Add'l	$2.01
DID, per trunk termination, Initial	$12.46
DID, per trunk termination, Initial - NRC	$129.69
DID, per trunk termination, Initial - Disconnect	$37.85
DID, per trunk termination, Subsequent	$12.46
DID, per trunk termination, Subsequent - NRC	$37.85
DID, per trunk termination, Subsequent - Disconnect	$18.75
Svc Provider No. Portability - Incremental Cost-Manual Svc Order	
NRC - 1st	$18.14
NRC - Add'l	$18.14
NRC - Disconnect Chg - 1st	$11.41
NRC - Disconnect Chg - Add'l	$11.41
Access to Poles, Ducts, Conduits and Rights of Way	
Access to Poles, per pole, per foot, per year	$4.20
Access to Conduits, per foot, per year	$0.56
Access to Innerduct, per foot, per year	----
AIN - BellSouth AIN SMS Access Service	
AIN SMS Access Svc - Svc Estab per state, initial setup - NRC	$153.31
AIN SMS Access Svc - Svc Estab per state, initial setup - NRC - Disconnect	$78.06
AIN SMS Access Svc - Port Connection-Dial/Shared Access - NRC	$50.07
AIN SMS Access Svc - Port Connection-Dial/Shared Access - NRC - Disconnect	$18.61
AIN SMS Access Svc - Port Connection - ISDN Access - NRC	$50.07
AIN SMS Access Svc - Port Connection - ISDN Access - NRC - Disconnect	$18.61
AIN SMS Access Svc - User ID Codes - per User ID Code - NRC	$104.95
AIN SMS Access Svc - User ID Codes - per User ID Code - NRC - Disconnect	$48.95
AIN SMS Access Svc - Security Card per User ID Code, initial or replacement-NRC	$125.33
AIN SMS Access Svc - Security Card per User ID Code, initial or replacement-NRC - Disconnect	$24.40
AIN SMS Access Service - Storage, per unit (100 Kb)	$0.0029
AIN SMS Access Service - Session, per minute	$0.10
AIN SMS Access Service - Co. Performed Session, per minute	$1.97
AIN - BellSouth AIN Toolkit Service	

Service Establishment Charge, per state, initial setup - NRC	$153.25
Service Establishment Charge, per state, initial setup - NRC - Disconnect	$78.05
Training Session, per customer - NRC	$8,315.00
Trigger Access Charge, per trigger, per DN, Term. Attempt - NRC	$41.08
Trigger Access Charge, per trigger, per DN, Term. Attempt - NRC - Disconnect	$18.60
Trigger Access Charge, per trigger per DN, Off-Hook Delay - NRC	$41.08
Trigger Access Charge, per trigger per DN, Off-Hook Delay - NRC - Disconnect	$18.60
Trigger Access Charge, per trigger, per DN, Off-Hook Immediate - NRC	$41.08
Trigger Access Charge, per trigger, per DN, Off-Hook Immediate - Disconnect	$18.60
Trigger Access Charge, per trigger, per DN, 10-Digit PODP - NRC	$92.99
Trigger Access Charge, per trigger, per DN, 10-Digit PODP - Disconnect	$26.73
Trigger Access Charge, per trigger, per DN, CDP - NRC	$92.99
Trigger Access Charge, per trigger, per DN, CDP - Disconnect	$26.73
Trigger Access Charge, per trigger, per DN, Feature Code - NRC	$92.99
Trigger Access Charge, per trigger, per DN, Feature Code - Disconnect	$26.73
Query Charge, per query	$0.03
Type 1 Node Charge, per AIN Toolkit Subscription, per node, per query	$0.0065
SCP Storage Charge, per SMS Access Acct, per 100 Kb	$1.79
Monthly report - per AIN Toolkit Service Subscription	$15.89
Monthly report - per AIN Toolkit Service Subscription - NRC	$34.61
Monthly report - per AIN Toolkit Service Subscription - NRC - Disconnect	$21.97
Special Study - Per AIN Toolkit Service Subscription	$0.08
Special Study - Per AIN Toolkit Service Subscription - NRC	$37.77
Call Event Report - per AIN Toolkit Service Subscription	$15.81
Call Event Report - per AIN Toolkit Service Subscription - NRC	$34.61
Call Event Report - per AIN Toolkit Service Subscription - NRC - Disconnect	$21.97
Call Event special Study - per AIN Toolkit Service Subscription	$0.0026
Call Event special Study - per AIN Toolkit Service Subscription - NRC	$37.77
Note(s): (1) 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. (2) Access to B Channel or D Channel Packet capabilities will be available only through Bona Fide Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request Process.	

Attachment 11
Exhibit 6

Mississippi

MISSISSIPPI
PRICING

1. **General Principles**

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

2. **Local Service Resale**

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

Residential Service:	See Attachment 1
Business Service:	See Attachment 1

3. **Unbundled Network Elements**

The prices that CLEC shall pay to BellSouth for Unbundled Network Elements are set forth in Table 1. Unbundled local switching does not include vertical features.

4. **Compensation For Call Transport and Termination**

The prices that CLEC and BellSouth shall pay are set forth in Table 1.

5. **Ancillary Functions**

5.1 Collocation - The rates, terms and conditions for Physical Collocation are as set forth in Attachment 4 of this Agreement. Rates, terms, and conditions for Virtual Collocation are as set forth in Section 20 of BellSouth Telecommunications, Inc.'s Interstate Access Tariff, FCC No. 1.

5.2 Poles, Ducts and Conduits - BellSouth shall provide access to poles, conduits and ducts at rates that are consistent with 47 U.S.C. Section 224(d). CLEC may file a complaint with the appropriate regulatory authority if it believes the rates provided by BellSouth are not consistent with 47 U.S.C. Section 224(d).

6. **Local Number Portability**

The prices for interim number portability are set forth in Table 2.

7. **Recorded Usage Data**

The prices for recorded usage data are set forth in Table 3.

8. **Electronic Interfaces**

All costs incurred by BellSouth to implement operational interfaces shall be recovered from the carriers who utilize the services. A cost sharing mechanism which may include a three (3) to five (5) year amortization period, shall be developed when BellSouth provides a final cost estimate. If there is a disagreement between the Parties regarding cost recovery issues, an affected party may petition the Mississippi Public Service Commission to initiate a separate hearing to address the matter.

9. **AIN**

Should BellSouth seek reimbursement from CLEC for the cost of the development of any AIN mediation device, BellSouth shall provide CLEC with the right to review and challenge BellSouth's plan, implementation schedule, cost budgets and other factors related to developing and implementing any such mediation device. If the Parties disagree on the appropriateness of any factor and are unable to reconcile their differences, the Parties may seek resolution by the Mississippi Public Service Commission.

10. **True-Up**

Except for the prices for resold Local Services, the interim prices referenced above shall be subject to true-up within six (6) months once BellSouth has submitted cost studies as determined by the Commission.

11. **Operational Support Systems (OSS) Rates**

OPERATIONAL SUPPORT SYSTEMS (OSS) RATES				
	Interactive Ordering and Trouble Maintenance System		OSS Order Charge (per end user account)	
	Non-Recurring Establishment Charge	Recurring Charge, per month	Charge per order	Surcharge for manually placed orders
MISSISSIPPI	$100.00	$50.00	$10.80	$22.00

BELLSOUTH/CLEC INTERIM RATES - MISSISSIPPI **TABLE 1**
UNBUNDLED NETWORK ELEMENTS
(Rates are subject to true-up)

NETWORK INTERFACE DEVICE (NID), per month	$	0.67
NONRECURRING CHARGE-customer transfer, records	$	5.00
changes, additions excluding new access lines.		
UNBUNDLED EXCHANGE ACCESS LOOPS		
- 2 Wire Analog Voice Grade Loop	$	25.24
NRC - First	$	25.00
NRC - Add'l	$	10.00
- 4 Wire Analog Voice Grade Loop	$	38.02
NRC - First	$	25.00
NRC - Add'l	$	10.00
- 2 Wire ISDN Digital Grade Loop	$	36.47
NRC	$	25.00
- 2 Wire ADSL/HDSL Loop	$	25.24
NRC - First	$	25.00
NRC - Add'l	$	10.00
- 4 Wire HDSL Loop	$	38.02
NRC - First	$	25.00
NRC - Add'l	$	10.00
- 4 Wire DS1 Digital Grade Loop	$	77.39
NRC First	$	300.00
NRC Add'l	$	250.00
LOOP CHANNELIZATION SYSTEM (Inside C.O.)		
- Per system, Per Month (DS1 to VG)	$	397.55
NRC	$	350.00
- Voice Interface - Per Circuit, Per Month	$	1.24
NRC	$	8.00
LOCAL SWITCHING, Per Month		
- 2 Wire Analog Port, per month	$	1.99
NRC First	$	3.50
NRC Add'l	$	3.50
- 4 Wire Analog Port (Coin)	$	2.28
NRC First	$	3.50
NRC Add'l	$	3.50
- 2 Wire DID Port	$	12.08
NRC First	$	50.00
NRC Add'l	$	50.00
- 4 Wire DS1 Port w/DID capability	$	130.23
NRC First	$	60.00
NRC Add'l	$	60.00
- 2 Wire ISDN Digital Port (1) (2)	$	11.73
NRC First	$	50.00
NRC Add'l	$	50.00
- 4 Wire ISDN DS1 Port	$	270.36
NRC First	$	75.00
NRC Add'l	$	75.00
- 2 Wire Analog Hunting, Per Line Per Month	$	0.12
NRC	$	-
LOCAL SWITCHING USAGE, Per MOU		
- End Office Switching, usage, per mou	$	0.00221
TANDEM SWITCHING, PER mou	$	0.003172

UNBUNDLED CCS7 SIGNALING TRANSPORT SERVICE		
CCS7 Signaling Connection per link per month		
- A Link, per link per month	$	19.75
- B Link, per link per month	$	25.25
CCS7 Signal Transfer Points		
- CCS7 Signaling Usage per ISUP message per month	$	0.00005
- CCS7 Signaling Usage per TCAP message per month	$	0.00005
CCS7 Signaling Usage Surrogate per link per month (This charge is only applicable where signaling usage measurement or billing capability does not exist.)	$	395.00
SERVICE CONTROL POINTS		
Line Information Database Access Service (LIDB)		
Validation (FCC No. 1, Sec. 19)		
- LIDB Common Transport, per query	$	0.00004
- LIDB Validation, per query	$	0.00499
- Orig. Point Code Establishment or Change, per estab. or change	$	91.00
800 Access Ten Digit Screening Service		
- Per 800 Call Utilizing 800 Acc.Ten Digit Screening Svc w/800 No. Del, per query	$	0.00115
- Per 800 Call Utilizing 800 Acc.Ten Digit Screening Svc w/800 No. Delivery, for 800 Numbers, w/Optional Complex Features, per query	$	0.0012
- Per 800 Call Utilizing 800 Acc.Ten Digit Screening Svc w/POTS No. Del.per query	$	0.00115
- Per 800 Call Utilizing 800 Acc.Ten Digit Screening Svc. w/POTS Number Delivery, w/Optional Complex Features, per query	$	0.0012
- Reservation Charge per 800 Number reserved		
NRC First	$	5.00
NRC Add'l	$	0.50
- Establishment Charge per 800 number established w/800 No. Delivery		
NRC First	$	5.00
NRC Add'l	$	2.00
- Est. Charge per 800 number est. w/POTS Number Delivery		
NRC First	$	5.00
NRC Add'l	$	2.00
- Change Charge per request		
NRC First	$	5.00
NRC Add'l	$	0.50
- Customized Area of Service Per 800 Number		
NRC First	$	3.00
NRC Add'l	$	1.50
- Multiple InterLATA Carrier Routing per carrier requested, per 800 number		
NRC First	$	3.50
NRC Add'l	$	2.00
- Call Handling and Destination Features per 800 number	$	3.00
AIN per signaling message	$	0.0006
Calling Name (CNAM) Query Service - DataBase Owner		
- per query	$	0.016
CALL TRANSPORT AND TERMINATION		
End Office Interconnection, per mou	$	0.0026
Tandem Interconnection, per mou	$	0.0083
OPERATOR CALL PROCESSING ACCESS SERVICE		
- Operator Provided Call Handling, per call	$	0.30
- Automated Call Handling, using BST LIDB, per attempt	$	0.0740
- Automated Call Handling, using foreign LIDB, per attempt	$	0.0950
DA Access Service Call, per call	$	0.26625
DA Call Completion Access Service, per attempt	$	0.0287
Number Services Intercept, per query	$	0.00915
Inward Operator Services Access Service		
Busy Line Verification, per call	$	0.81
Emergency Interrupt, per call	$	0.97

DIRECTORY ASSISTANCE (DA) ACCESS SERVICE	
DA Database Service	
- Use Fee, per listing	$ 0.0192
- Monthly recurring charge	$ 120.64
DA Transport	
- Sw Local Channel - DS1 Level	$ 70.00
NRC First	$ 300.00
NRC Add'l	$ 250.00
- Sw. Dedicated Transport - DS1 level, per mile per month	$ 1.60
- Facilities Termination, per month	$ 59.75
NRC	$ 100.49
- Switched Common Transport, per DA Access Svc Call	$ 0.001918
- Switched Common Transport, per DA Svc Call Mile	$ 0.00003
- Access Tandem Switching, per DA Acc Svc Call	$ 0.00245
- Installation, trunk side svc, per trunk or signaling connection	
First	--
Add'l	--
UNBUNDLED EXCHANGE ACCESS IOC (Voice)	
0-8 Miles, Fixed per month	$ 16.89
Per mile per month	$ 0.007
9-25 Miles, Fixed per month	$ 16.89
Per mile per month	$ 0.007
Over 25 Miles, Fixed per month	$ 18.26
Per mile per month	$ 0.0775
Nonrecurring Charge	$ 10.00
DEDICATED TRANSPORT (DS1 & DS3 Levels)	
- DS1, Facility Termination, per month	$ 59.75
NRC	$ 100.49
- DS1, per mile, per month	$ 1.60
- DS3, Facility Termination, per month	$ 600.00
NRC	$ 67.19
- DS3, per mile, per month	$ 40.00
- Digital Cross Connects (3/3, 3/1, 1/0)	To be negotiated
COMMON TRANSPORT	
Per Mile	$ 0.000012
Facilities Termination, per mou	$ 0.00036
Note(s): (1) 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. (2) Access to B Channel or D Channel Packet capabilities will be available only through Bona Fide Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request Process.	

INTERIM NUMBER PORTABILITY

Until a permanent rate and an appropriate cost sharing mechanism are established, CLEC and BellSouth shall each track the number of interim number portability arrangements they have provided. Based on the permanent rate, CLEC and BellSouth will true-up their costs with interest. BellSouth shall provide cost studies to assist in establishing a permanent rate within six (6) months.

Table 3

RECORDED USAGE DATA

(Interim Rates subject to True-Up)

Recording Services (only applied to unbundled operator services messages), per message	$.008
Message Distribution, per message	$.004
Data Transmission, per message	$.001
Magnetic tape distribution per file	$54.95

Attachment 11
Exhibit 7

North Carolina

NORTH CAROLINA

PRICING

1. **General Principles**

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

2. **Local Service Resale**

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

Residential Service	See Attachment 1
Business Service:	See Attachment 1

3. **Unbundled Network Elements**

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

4. **Compensation For Call Transport and Termination**

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

5. **Ancillary Functions**

5.1 Collocation - The rates, terms and conditions for Physical Collocation are as set forth in Attachment 4 of this Agreement. Rates, terms, and conditions for Virtual Collocation are as set forth in Section 20 of BellSouth Telecommunications, Inc.'s Interstate Access Tariff, FCC No. 1.

5.2 Poles, Ducts and Conduits - BellSouth shall provide access to poles, conduits and ducts at rates that are consistent with 47 U.S.C. Section 224(d). CLEC may file a complaint with the appropriate regulatory authority if it believes the rates provided by BellSouth are not consistent with 47 U.S.C. Section 224(d).

6. **Local Number Portability**

The interim prices for interim number portability are set forth in Table 2.

7. **Recorded Usage Data**

The interim prices for recorded usage data are set forth in Table 3.

8. **Electronic Interfaces**

All costs incurred by BellSouth to include implement operational interfaces shall be recovered from the industry. If there is disagreement between the Parties regarding cost recovery issues, an affected party may petition the North Carolina Utilities Commission to initiate a separate hearing to address the matter.

9. **True-up**

Except for the interim prices for resold Local Services, the interim prices referenced above shall be subject to true-up according to the following procedures:

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 of Section 16 of the General Terms and Conditions and Attachment 1 of the Agreement.

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 Section 16 of 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.

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 unbundled element prices, which deaveraged prices, if any are required by said final order, shall form the basis of any true-up.

4. CLEC shall retain its ability under Section 252(I) to obtain any interconnection, service, or network element provided under an agreement approved under Section 252 to which BellSouth is a party, upon the same terms and conditions as those provided in the agreement.

10. **Operational Support Systems (OSS) Rates**

OPERATIONAL SUPPORT SYSTEMS (OSS) RATES				
	Interactive Ordering and Trouble Maintenance System		OSS Order Charge (per end user account)	
	Non-Recurring Establishment Charge	Recurring Charge, per month	Charge per order	Surcharge for manually placed orders
NORTH CAROLINA	$100.00	$50.00	$10.80	$22.00

TABLE 1

BELLSOUTH/CLEC INTERIM RATES-NORTH CAROLINA
UNBUNDLED NETWORK ELEMENTS
(all rates are subject to true-up)

Network Interface Device, Per Month	$0.52 per NID
Loops, Including NID, Per Month	
2 Wire Analog	$16.71 per loop
NRC	$86.50 First/ $27.80 Add'l
4 Wire Analog	$27.20
NRC	$86.50 First/ $27.80 Add'l
2 Wire ADSL/HDSL	$17.00
NRC	$280.15 First/ $243.91 Add'l
4 Wire HDSL	$27.20
NRC	$291.43 First/ $255.46 Add'l
2 Wire ISDN	$27.20
NRC	$276.96 First/ $234.99 Add'l
4 Wire DS1 Digital Grande	$151.50
NRC	$568.96 First/ $335.56 Add'l
Unbundled Loops via IDLC	To Be Negotiated
Local Switching, Per Month (Note: When CLEC buys the switch at the unbundled element rate it will receive vertical services at no additional charge, but when it buys combinations of elements to produce a BellSouth retail service, and thus comes under the resale pricing provisions, it must also pay the wholesale rate for vertical services, if those services are in the retail tariff on the effective date of the agreement. Vertical services which are not in the retail tariff but which can be provided by the switch will be available at no additional charge.)	
2 Wire Analog Port	$2.00 per line
NRC	$24.04 First/ $9.05 Add'l
4 Wire Analog Port	$3.15 per line
NRC	$24.17 First/ $9.63 Add'l
2 Wire DID Port	$12.68 per line
NRC	$50.00 First/ $18.00 Add'l
4 Wire DID Port	$120.00
NRC	$145.00 First/ $126.09 Add'l
2 Wire ISDN Port (1) (2)	$12.50
NRC	$75.81 First/ $56.91 Add'l
4 Wire ISDN Port	$246.00
NRC	$113.86 First/ $95.80 Add'l
Local Switching, Per MOU	$0.0040 per minute
Tandem Switching	$0.0015 per minute
Operator Systems	
Operator Call Handling-Station & Person	$1.06 per minute
Automated Call Handling	$0.09 per call
Busy Line Verification	$0.54 per call
Emergency Interrupt	$0.65 per call
Directory Assistance	
DA Access Service, per call	$0.271744
DA Transport	Rates as set forth in BSTs FCC 1 Sec 9
DA Database	
per listing	$0.00072

monthly	$97.39
Direct access to DA service	
NRC, Service establishment	$1,000.00
Per Month	$5,000.00
Per query	$0.023
DA Call Completion, per attempt	$0.036
Intercept, per query	$.0077
Dedicated Transport	
DSO IOC, facility termination, per month	$38.37
DSO IOC, per mile, per month	$3.95
DSO IOC, NRC	$24.01
DS1 IOC, facility termination, per month	$90.00
DS1 IOC, per mile, per month	$23.00
DS1 IOC, NRC	$100.49
DS3 IOC, facility termination, per month	$1,200.00
DS3 IOC, per mile, per month	$175.00
DS3 IOC, NRC	$67.19
Shared/Common Transport	
Facility termination, per MOU	$0.00036
Per mile, per MOU	$0.00004
Signaling Links/ STPs	
CCS7 Signaling Connection per link per month	$155.00
non-recurring	$510.00
CCS7 Signaling Termination per port per month	$355.00
800 Access Ten Digit Screening Service	
per 800 call, with 800 Number Delivery, per query	$0.00365
per 800 call, with 800 Number Delivery, with complex features, per query	$0.00431
per 800 call, with POTS Number Delivery, per query	$0.00383
per 800 call, with POTS Number Delivery, with complex features, per query	$0.00431
Reservation Charge per 800 Number reserved	$27.00 - First/$0.50 - Add'l
Establishment Charge per 800 number established w/800 Number Delivery	$61.00 - First/$1.50 - Add'l
Est. Charge per 800 number est. w/POTS Number Delivery	$61.00 - First/$1.50 - Add'l
Customized Area of Service Per 800 Number	$3.00 - First/$1.50 - Add'l
Multiple interLATA Carrier Routing per carrier requested, per 800 number	$3.50 - First/$2.00 - Add'l
Change Charge per request	$41.00 - First/$0.50 - Add'l
Call Handling and Destination features per 800 no	$3.00
Line Information Database Access Service	
Common Transport, per query	$0.0003
Validation, per query	$0.03800
Nonrecurring, establishment or change	$91.00
Other SCPs/ Databases	
AIN with Mediation, per query	To Be Negotiated
Call Transport and Termination	
Termination (end office switching)	$.004
Tandem Switching, per minute	$.0015
Transport	Network element prices for shared/

	common and dedicated transport apply, as appropriate.
Loop Channelization	
Per System, Monthly	$400.00
Per System, NRC-1st	$365.92
Per System, NRC-Add'l	$ 89.04
CO Interface, per circuit	$ 1.15
CO Interface, NRC-1st	$ 6.04
CO Interface, NRC-Add'l	$ 5.81
Note(s): (1) 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. (2) Access to B Channel or D Channel Packet capabilities will be available only through Bona Fide Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request Process.	

TABLE 2

LOCAL NUMBER PORTABILITY

(all prices are interim at this time)

Remote Call Forwarding

	Monthly Rate	Nonrecurring Charge
Per Number Ported		
- Residence / 6 paths	$1.15	-
- Business / 10 paths	$2.25	-
Each Additional Path	$0.50	-
Per Order, per end user location	-	None

TABLE 3

RECORDED USAGE DATA

(Interim Rates)

Recording Services (only applied to unbundled operator services messages), per message	$.008
Message Distribution, per message	$.004
Data Transmission, per message	$.001
Magnetic tape distribution per file	$54.95

Attachment 11
Exhibit 8

South Carolina

SOUTH CAROLINA

PART IV: PRICING

1. **General Principles**

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

2. **Local Service Resale**

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

Residential Service	See Attachment 1
Business Service:	See Attachment 1

3. **Unbundled Network Elements**

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

4. **Compensation For Call Transport and Termination**

The interim prices that CLEC and BellSouth shall pay are set forth in Table 1.

5. **Ancillary Functions**

5.1 Collocation - The rates, terms and conditions for Physical Collocation are as set forth in Attachment 4 of this Agreement. Rates, terms, and conditions for Virtual Collocation are as set forth in Section 20 of BellSouth Telecommunications, Inc.'s Interstate Access Tariff, FCC No. 1.

5.2 Poles, Ducts and Conduits - BellSouth shall provide access to poles, conduits and ducts at rates that are consistent with 47 U.S.C. Section 224(d). CLEC may file a complaint with the appropriate regulatory authority if it believes the rates provided by BellSouth are not consistent with 47 U.S.C. Section 224(d).

6. **Local Number Portability**

The interim prices for interim number portability are set forth in Table 2.

7. **Recorded Usage Data**

The interim prices for recorded usage data are set forth in Table 3.

8. **Electronic Interfaces**

The costs associated with implementing electronic interfaces should be shared equitably among all parties who benefit from those interfaces. The Party requesting a special arrangement for data access should pay the reasonable and demonstrable costs for providing the access. However, if other Parties request the same or similar access and benefit from the development, these other Parties should share the cost, and CLEC would then be refunded on a proportionate share of the costs.

9. **True-up**

Except for the prices for resold Local Services, the interim prices referenced above shall be subject to true-up once BellSouth has submitted cost studies as determined by the Commission.

10 **Operational Support Systems (OSS) Rates**

OPERATIONAL SUPPORT SYSTEMS (OSS) RATES				
	Interactive Ordering and Trouble Maintenance System		OSS Order Charge (per end user account)	
	Non-Recurring Establishment Charge	Recurring Charge, per month	Charge per order	Surcharge for manually placed orders
SOUTH CAROLINA	$100.00	$50.00	$10.80	$22.00

TABLE 1

BELLSOUTH/CLEC RATES - SOUTH CAROLINA
UNBUNDLED NETWORK ELEMENTS
(All rates are interim, subject to true-up based on prices developed pursuant to BellSouth cost study submission)

Network Interface Device, Per Month	$.59
Loops, Including NID	
2 Wire Analog VG Loop, per mo. Non recurring	$18.00 $51.20
4 Wire Analog VG Loop, per mo. Non recurring	$28.80 $51.20
2W ADSL/HDSL Loop, per mo. Non recurring	$18.00 $51.20
4W HDSL Loop, per mo. Non recurring	$28.80 $51.20
2 Wire ISDN Digital Grade Loop, per mo.	$28.80
NRC	$51.20
4 Wire DS1 Digital Grade Loop	$77.39
NRC, First	$300.00
NRC, Add'l	$250.00
Loop Channelization System	
Per System, per month	$400.00
NRC	$525.00
Per voice interface, per month	$1.15
NRC	$8.00
Local Switching, Per Month	
2 wire Port	$1.99
NRC First	$3.50
NRC Add'l	$3.50
4 wire Port	$2.28
NRC First	$3.50
NRC Add'l	$3.50
2 wire ISDN Port (1) (2)	$11.73
NRC First	$50.00
NRC Add'l	$50.00
2 wire DID Port	$12.08
NRC First	$50.00
NRC Add'l	$50.00
4 wire ISDN Port	$270.36
NRC First	$75.00
NRC Add'l	$75.00
4 wire DS1 Port, with DID Capability	$130.23
NRC First	$60.00
NRC Add'l	$60.00
Hunting, per line, per month	$0.12
Hunting, per line, NRC	None
Local Switching, per MOU	
VG Per Minute of use	$.00221
Operator Systems	
Operator Call Handling, per MOU	$1.17

Call Completion Access Termination Charge, per call attempt	$.08
Automated Call Handling with BST LIDB	$.15
Automated Call Handling with Foreign LIDB	$.15
Directory Assistance, per call	$.25
DA Call Completion, per attempt	$.25
Call Completion Access Term charge per completed call	$.08
Intercept, per query	$.30
Busy Line Verification, per call	$.90
Emergency Interrupt, per call	$.97
Directory Assistance	
DA Database Service	
per listing	$.035
monthly	$150.00
Direct Access to DA Service	TBC
DA Transport	
Switched local channel, DS1 level	$133.81
NRC, first	$866.97
NRC, Add'l	$486.83
Switched dedicated DS1 level	
per mile per month	$23.50
facility termination, per month	$90.00
NRC	$100.49
DA common transport	
per DA call	$.0003
per DA call mile	$.00004
Tandem switching	
per DA call	$.00055
DA Interconnection, per DA Access Service Call	.000269
NRC, per trunk or signaling connection	
First	$915.00
Additional	$100.00
Unbundled Exchange Access IOC (VG Analog)	
0-8 mi, per month, fixed	$16.89
per mile per month	$.007
9-25 mi, per month, fixed	$16.89
per mile per month	$.007
> 25 mi, per month, fixed	$18.26
per mile per month	$.0775
NRC	$10.00
Dedicated Transport	
DS1, facility termination	$59.75
DS1, per mile	$1.60
NRC	$100.49
DS3, facility termination	$600.00
DS3, per mile	$40.00
DS3, NRC	$67.19
Digital X-Connect	
DCS 3/3, 3/1, 1/0	TBD
Shared Transport	
Facility termination, per MOU	$.00036

Per mile, per MOU	$.000012	
Tandem Switching	$.003172	
CCS7 Signaling Transport Services		
CCS7 Signaling Connection per link per month	$155.00	
CCS7 Termination per Port per month	$355.00	
CCS7 Termination per port, NRC	$510.00	
Signal Transfer Points		
Call Set-up message TCAP Message	$.000023 $.000050	
Signaling Usage Surrogate, per 56 kbps facility. When signaling usage measurement capability exists, CCS7 signaling usage wil be billed on a per signaling message basis. When measurement capability does not exist, CCS7 signaling usage will be billed on a per 56 kbps basis.	$395.00, per month	
Signal Control Points		
LIDB, common transport, per query	$.0003	
Validation, per query	$.038	
NRC, per point code established or changed	$91.00	
Toll Free Data Base		
Per 800 call with 800 No. Del., per query	$.00115	
with optional complex features, per query	$.0012	
Per 800 call with POTS No. Del., per query	$.00115	
with optional complex features, per query	$.0012	
NRC Reservation charge, per 800 number reserved	First $5.00	Add'l. $.50
NRC Establishment charge, per 800 number established with 800 or POTS Number Delivery	First $5.00	Add'l. $1.50
Change charge, per request	First $5.00	Add'l. $.50
Customized area of service, per 800 number	First $3.00	Add'l. $1.50
Multiple interLATA carrier routing, per carrier requested, per 800 number	First $3.50	Add'l. $2.00
Call handling and destination features, per 800 number	First $3.00	Add'l. $3.00
Calling Name (CNAM) Query Service, per query	$0.016	
AIN, per signaling message	$0.0006	
Call Transport and Termination		
End Office Switching, per MOU	$.00221	
Tandem Switching, per MOU	$.003172	
Common Transport, per MOU	$.00036	
Common Transport, per mile per MOU	$.000012	
Dark Fiber		
Per each four-fiber dry fiber arrangement, NRC - First	$1,000.00	
Per each four-fiber dry fiber arrangement, NRC -Additional	$1,000.00	
Per each fiber strand per mile or fraction thereof, per mo	$241.00	
Selective Routing		
Per line or PBX trunk, one-time charge	$5.00	
Note(s): (1) 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.		

(2)Access to B Channel or D Channel Packet capabilities will be available only through Bona Fide Request Process. Rates for the packet capabilities will be determined via the BFR Process.	

TABLE 2

INTERIM NUMBER PORTABILITY

Remote Call Forwarding (RCF)

-Business line, per number ported, 10 paths	$1.50
-Residence Line, per number ported, 6 paths	$1.25
-Additional capacity for simultaneous call forwarding, per additional path	$.50
-Rate per order, per end-user location	$25.00

TABLE 3

RECORDED USAGE DATA

(Interim Rates subject to True-up)

Recording Services (only applied to unbundled operator services messages), per message	$.008
Message Distribution, per message	$.004
Data Transmission, per message	$.001
Magnetic Tape Distribution per file	$54.95

Attachment 11
Exhibit 9

Tennessee

TENNESSEE

PRICING

1. **General Principles**

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

2. **Local Service Resale**

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

Telecommunications Services with Operator and Directory Assistance Service:	See Attachment 1
Telecommunications Services without Operator and Directory Assistance Service:	See Attachment 1

3. **Unbundled Network Elements**

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

4. **Compensation For Call Transport and Termination**

The prices that CLEC shall pay to BellSouth are set forth in Table 1.

5. **Ancillary Functions**

5.1 Collocation - The rates, terms and conditions for Physical Collocation are as set forth in Attachment 4 of this Agreement. Rates, terms, and conditions for Virtual Collocation are as set forth in Section 20 of BellSouth Telecommunications, Inc.'s Interstate Access Tariff, FCC No. 1.

5.2 Poles, Ducts and Conduits - BellSouth shall provide access to poles, conduits and ducts at rates that are consistent with 47 U.S.C. Section 224(d). CLEC may file a complaint with the appropriate regulatory authority if it believes the rates provided by BellSouth are not consistent with 47 U.S.C. Section 224(d).

6. **Local Number Portability**

The prices for interim number portability are set forth in Table 2.

7. **Recorded Usage Data**

The prices for Recorded Usage Data are set forth in Table 3.

8. **Electronic Interfaces**

Reimbursement for operational interfaces shall be as determined by the Tennessee Regulatory Authority.

9. **Interim Pricing**

Any interim or proxy prices referenced above will remain in effect until cost studies compliant with the decisions by the United States Court of Appeals for the Eighth Circuit in the appeals of the FCC's Order and Rules can be completed and reviewed by the Tennessee Regulatory Authority.

10. ***Operational Support Systems (OSS) Rates**

OPERATIONAL SUPPORT SYSTEMS (OSS) RATES				
	Interactive Ordering and Trouble Maintenance System		OSS Order Charge (per end user account)	
	Non-Recurring Establishment Charge	Recurring Charge, per month	Charge per order	Surcharge for manually placed orders
TENNESSEE	$100.00	$50.00	$10.80	$22.00

TABLE 1

BELLSOUTH/CLEC INTERIM RATES-TENNESSEE

UNBUNDLED NETWORK ELEMENTS

(all prices are subject to true-up)

Network Interface Device, Per Month	$0.56
Loops, Including NID, Per Month	
2 wire	$18.00
NRC	Appropriate charge from BST GSST A4.3.1
4 wire	$18.00
NRC	Appropriate charge from BST GSST A4.3.1
2 wire ISDN	$18.00
NRC	Appropriate charge from BST GSST A4.3.1
DS1	TBD following BellSouth cost submission
NRC	TBD following BellSouth cost submission
Loop Channelization System (C.O.)	
Per System, per month	$493.00
Per System, NRC	$525.00
C.O. Channel Interface, per circuit, per month	$1.46
NRC	$8.00
Loop Distribution (2-Wire VG) (including NID), per month	$9.79
Loop Distribution (2-Wire VG) (excluding NID), per month	$9.23
Loop Distribution (2-Wire VG), NRC - 1st	$587.00
Loop Distribution (2-Wire VG), NRC - Add'l	$255.00
Local Switching, Per Month	
2 wire Port	$1.90
NRC	Appropriate charge from BST GSST A4.3.1
4 wire (Coin) Port	$1.90
NRC	Appropriate charge from BST GSST A4.3.1
2 wire ISDN Port (1) (2)	$1.90
NRC	Appropriate charge from BST GSST A4.3.1
2 wire DID Port	$12.68
NRC	Appropriate charge from BST GSST A4.3.1
DS1 DID Port	$120.00
NRC	To be negotiated
4 wire ISDN Port	$308.00
NRC	To be negotiated
Local Switching	
Per minute of use	$0.0019

Line Class codes for Selective Routing	Price shall be as determined by the TN Regulatory Authority.
End Office Switching	
Local termination	$.0019 per minute
Tandem Switching	$0.000676 per minute
Operator Systems	
Operator Call Handling- Station & Person, per call	$0.30
Automated Call Handling, per call	$0.15
Directory Assistance	$0.25
DA Call Completion	$0.12
Intercept	$0.15
Busy Line Verification	$0.90
Emergency Interrupt	$1.95
Dedicated Transport	
DS1 Local Channel	$133.81
NRC First	$868.97
NRC Add'l	$486.83
DS1 Interoffice Channel, facility termination	$90.00
, per mile	$23.00
, NRC, First/Add'l	$100.49
DS0 Interoffice Channel, facility termination	$38.37
, per mile	$1.90
, NRC	If any, to be determined
Voice Grade Transport, per month	$27.00
, per month per mile (1-8)	$1.90
, per month per mile (9-25)	$1.90
, per month per mile (> 25))	$1.90
, NRC	$96.00
Shared Transport	
facility termination, per minute	$0.00036
per minute, per mile	$0.00004
CCS7 Signaling Connection per Link per month	
A link	$155.00 per link per month
non-recurring	$510.00 per link
B link	Not available pending development of mediation device
non-recurring	$510.00 per link
Signal Transfer Points	
CCS7 Signaling Usage per ISUP message per mo.	$0.000023 per message
CCS7 Signaling Usage per TCAP message per mo.	$0.00005 per message
CCS7 Signaling Termination per port per month	$355.00 per port
CCS7 Signaling Usage Surrogate per link per mo (This charge is only applicable where signaling usage measurement or billing capability does not exist.)	$395.00
Service Control Points	
LIDB transport, per query	$0.0003
LIDB validation, per query	$.038
NRC, each	$91.00

800/888	$0.004 per query
NRC Reservation charge, per 800 number reserved	$30.00 first, $0.50 add'l
NRC Establishment charge, per 800 number established with 800 Number Delivery	$67.50 first, $1.50 add'l
NRC Establishment charge, per 800 number established with POTS number delivery	$67.50 first, $1.50 add'l
NRC Change charge, per request	$48.50 first, $0.50 add'l
Service Control Points (cont'd)	
NRC customized area of service, per 800 number	$3.00 first, $1.50 add'l
NRC multiple interLATA carrier routing, per carrier requested, per 800 number	$3.50 first, $2.00 add'l
NRC call handling and destination features, per 800 number	$3.00 first, $3.00 add'l
AIN	To be determined upon development of mediation device
Call Transport and Termination	
Transport	Common and dedicated transport rate elements apply.
Tandem switching, per minute	$0.000676
End Office switching, per minute	$0.0019
Dark Fiber	
Per each fiber strand per route mile or fraction thereof	$241.00
Per each four-fiber dry fiber arrangement	$1,608.19 First $922.95 Add'l
Note(s): (1) 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. (2) Access to B Channel or D Channel Packet capabilities will be available only through Bona Fide Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request Process.	

TABLE 2

LOCAL NUMBER PORTABILITY

(all prices are interim at this time)

Remote Call Forwarding:

Residential	$1.25 per line, one path
Business	$1.50 per line, one path
Each additional path	$ .50
NRC to establish Remote Call Forwarding	$25.00

TABLE 3

RECORDED USAGE DATA

(Interim rates)

Recording Services (only applied to unbundled operator services messages), per message	$0.008
Message Distribution, per message	$0.004
Data Transmission, per message	$0.001
Magnetic tape distribution per file	$54.95