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RECORDS AND REPORTING

BELLSOUTH

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

980861-TP

Re: Approval of the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and MGC Communications, Inc. 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 MGC Communications, Inc. 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 MGC Communications, Inc. 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 MGC Communications, Inc. 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

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FPSC-RECORDS/REPORTING

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

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AGREEMENT

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, and MGC Communications, Inc., a Nevada corporation, and shall be deemed effective as of May 26, 1998. This agreement may refer to either BellSouth or MGC 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, MGC is an alternative local exchange telecommunications company ("CLEC") authorized to provide telecommunications services in the states of Florida and Georgia, 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 MGC 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 MGC to provide competing telephone exchange service to residential and business subscribers within the territory of BellSouth. The Parties agree that MGC 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 26, 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 MGC 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 MGC with pre-ordering, ordering, maintenance and trouble reporting, and daily usage data functionality that will enable MGC to provide equivalent levels of customer service to their local exchange customers as BellSouth provides to its own end users. BellSouth shall also provide MGC 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 MGC and their customers with minimum impairment of functionality, quality, reliability and convenience.

5. **White Pages Listings**

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

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

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

5.3 Procedures for Submitting MGC Subscriber Information. BellSouth will provide to MGC a magnetic tape or computer disk containing the proper format for submitting subscriber listings. MGC 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. MGC will be required to provide to BellSouth the names, addresses and telephone numbers of all MGC customers that wish to be omitted from directories.

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

5.6 Listing Information Confidentiality. BellSouth will accord MGC's directory listing information the same level of confidentiality that BellSouth accords its own directory listing information, and BellSouth shall limit access to

MGC'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 MGC subscribers at no charge.

6. Bona Fide Request Process for Further Unbundling

BellSouth shall, upon request of MGC, provide to MGC access to its unbundled elements at any technically feasible point for the provision of MGC's telecommunications service where such access is necessary and failure to provide access would impair the ability of MGC to provide services that it seeks to offer. Any request by MGC 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 MGC revenues.

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

7.3 Liability and Indemnification.

7.3.1 With respect to any claim or suit, whether based in contract, tort or any other theory of legal liability, by MGC, an MGC customer or by any other person or entity, for damages associated with any of the services provided by BellSouth pursuant to or in connection with this Agreement, including but not limited to the installation, provision, preemption, termination, maintenance, repair or restoration of service, and subject to the provisions of the remainder of this Section 7.3, BellSouth's liability shall be limited to an amount equal to the proportionate charge for the service provided pursuant to this Agreement for the period during which the service was

affected. Notwithstanding the foregoing, claims for damages by MGC, any MGC customer, or any other person or entity resulting from the gross negligence or willful misconduct of BellSouth shall not be subject to such limitation of liability.

7.3.2 With respect to any claim or suit, whether based in contract, tort or any other theory of legal liability, by BellSouth, a BellSouth customer or by any other person or entity, for damages associated with any of the services provided by MGC pursuant to or in connection with this Agreement, including but not limited to the installation, provision, preemption, termination, maintenance, repair or restoration of service, and subject to the provisions of the remainder of this Section 7.3, MGC's liability shall be limited to an amount equal to the proportionate charge for the service provided pursuant to this Agreement for the period during which the service was affected. Notwithstanding the foregoing, claims for damages by BellSouth, any BellSouth customer, or any other person or entity resulting from the gross negligence or willful misconduct of MGC shall not be subject to such limitation of liability.

7.3.3 Neither party shall be liable for any act or omission of any other telecommunications company to the extent such other telecommunications company provides a portion of a service.

7.3.4 Neither party shall be liable for damages to the other party's terminal location, POI or other party'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 the damages are caused by such party's gross negligence or willful misconduct.

7.3.5 Notwithstanding subsections 7.3.1 and 7.3.2, the party providing services under this Agreement, its affiliates, and its parent company shall be indemnified, defended and held harmless by the party receiving such services against any claim, loss or damage arising from the receiving party's use of the services provided under this Agreement, involving: (1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the receiving party's own communications; (2) any claim, loss, or damage claimed by the receiving party's customer(s) arising from such customer's use of any service, including 911/E911, that the customer has obtained from the receiving party and that the receiving party has obtained from the supplying party under this Agreement; or (3) all other claims arising out of an act or omission of the receiving party in the course of using services provided pursuant to this Agreement. Notwithstanding the foregoing, to the extent that a claim, loss or damage is caused by the gross negligence or willful misconduct of a supplying party, the receiving

party shall have no obligation to indemnify, defend and hold harmless the supplying party hereunder.

7.3.6 BellSouth assumes no liability for the accuracy of the data provided to it by MGC and MGC agrees to indemnify and hold harmless BellSouth for any claim, action, cause of action, damage, injury whatsoever, that may result from the supply of data from MGC to BellSouth in conjunction with the provision of any service provided pursuant to this Agreement.

7.3.7 Neither party guarantees or makes any warranty with respect to its services when used in an explosive atmosphere. Notwithstanding subsections 7.3.1. and 7.3.2, each party shall be indemnified, defended and held harmless by the other party or the other party's customer from any and all claims by any person relating to the other party or other party's customer's use of services so provided.

7.3.8. No license under patents (other than the limited license to use) is granted by one party to the other or shall be implied or arise by estoppel, with respect to any service offered pursuant to this Agreement. Notwithstanding subsections 7.3.1. and 7.3.2, the party providing a service pursuant to this Agreement will defend the party receiving such service against claims of patent 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. Such indemnification shall not, however, extend to claims for patent infringement to the extent the alleged infringement results from: (1) Modification of the service by someone other than the providing party and/or its subcontractors, where there would be no such infringement of violation in the absence of such modification; or (2) The combination, operation, or use of the service with any product, data or apparatus not provided by the providing party and/or its subcontractors, where there would be no such infringement or violation in the absence of such combination, operation or use.

7.3.9. Promptly after receipt of notice of any claim or the commencement of any action for which a party may seek indemnification pursuant to this Article 7, such party (the "Indemnified Party") shall promptly give written notice to the other party (the "Indemnifying Party") of such claim or action, but the failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability it may have to the Indemnified Party except to the extent the Indemnifying Party has actually been prejudiced thereby. The Indemnifying Party shall be obligated to assume the defense of such claim, at its own expense. The Indemnified Party shall cooperate with the Indemnifying Party's reasonable requests for assistance or information relating to such claim, at the Indemnifying Party's expense. The Indemnified Party shall have the right to participate

in the investigation and defense of such claim or action, with separate counsel chosen and paid for by the Indemnified Party.

8. **Treatment of Proprietary and Confidential Information**

8.1 Confidential Information. It may be necessary for BellSouth and MGC 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 MGC shall receive such Information and not disclose such Information. BellSouth and MGC shall protect the Information received from distribution, disclosure or dissemination to anyone except employees of BellSouth and MGC with a need to know such Information and which employees agree to be bound by the terms of this Section. BellSouth and MGC will use the same standard of care to protect Information received as they would use to protect their own confidential and proprietary Information.

8.2 Exception to Obligation. Notwithstanding the foregoing, there will be no obligation on BellSouth or MGC 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 MGC; (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.

9. **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.

10. **Resolution of Disputes**

10.1 In the event of a dispute between the Parties relating to this Agreement and upon the written request of either Party, each of the Parties shall appoint within five (5) business days after a Party's receipt of such request a designated representative who has authority to settle the dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute.

10.2 If the Parties are unable to resolve issues related to a dispute within 60 days after the implementation of Section 10.1, above, either Party may seek relief through commercial arbitration utilizing the CPR Institute for Dispute Resolution and CPR's arbitration rules and practices and procedures.

11. 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.

12. Taxes

12.1 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.

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

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

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

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

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

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

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

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

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

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

incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

12.3.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such 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.

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

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

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

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

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

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

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

12.4.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such 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.

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

13. Force Majeure

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

14. Year 2000 Compliance

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.

15. Modification of Agreement

15.1 BellSouth shall make available to MGC 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.

15.2 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.

15.3 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).

15.4 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 MGC or BellSouth to perform any material terms of this Agreement, MGC 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 10.

15.5 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.

16. Waivers

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

17. Governing Law

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

18. Arm's Length Negotiations

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

19. Notices

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

BellSouth Telecommunications, Inc.

CLEC Account Team
Room E4E1
3535 Colonnade Parkway
Birmingham, Alabama 35243

and

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

MGC Communications, Inc.

Legal Department
3301 N. Buffalo Drive
Las Vegas, NV 89129

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

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

19.3 BellSouth shall provide MGC 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 MGC of changes under this Agreement and the time the changes are scheduled to be implemented, BellSouth will immediately notify MGC of such revisions consistent with its internal notification process. MGC 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. MGC may not utilize any notice given under this subsection concerning a service to market resold offerings of that service in advance of BellSouth.

20. Rule of Construction

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

21. Headings of No Force or Effect

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

22. Multiple Counterparts

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

23. 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.	**MGC Communications, Inc.**
Signature	Signature
Director-Interconnection Svcs. Pricing	V.P.
Title	Title
5/26/98	5-28-98
Date	Date

Definitions

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

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.

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

Daily Usage File is the compilation of messages or copies of messages in standard Exchange Message 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 MGC; another telecommunications company such as a wireless telecommunications provider through the network of BellSouth or MGC to an end user of BellSouth or MGC.

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 MGC 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

RESALE

I. Discount Rates

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

II. Definition of Terms

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

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

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

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

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

F. OTHER LOCAL EXCHANGE COMPANY (ALEC) means a telephone company certificated by the public service commissions of the Company's franchised area to provide local exchange service within the Company's franchised area.

G. RESALE means an activity wherein a certificated ALEC, such as MGC subscribes to the telecommunications services of the Company and then reoffers those telecommunications services to the public (with or without "adding value").

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

III. General Provisions

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

BellSouth shall make available telecommunications services for resale at the rates set forth in Exhibit A to this agreement and subject to the exclusions and limitations set forth in Exhibit B to this agreement. It does not however waive its rights to appeal or otherwise challenge any decision regarding resale that resulted in the discount rates contained in Exhibit A or the exclusions and limitations contained in Exhibit B. BellSouth reserves the right to pursue any and all legal and/or equitable remedies, including appeals of any decisions. If such appeals or challenges result in changes in the discount rates or exclusions and limitations, the parties agree that appropriate modifications to this Agreement will be made promptly to make its terms consistent with the outcome of the appeal.

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

1. MGC must resell services to other end users.

2. MGC must order services through resale interfaces, i. e., the LCSC and/or appropriate Resale Account Teams pursuant to Section 3 of General Terms and Conditions.

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

C. The provision of services by the Company to MGC does not constitute a joint undertaking for the furnishing of any service.

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

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

F. The Company will continue to bill the end user for any services that the end user specifies it wishes to receive directly from the Company.

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

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

I. Current telephone numbers may normally be retained by the end user. However, telephone numbers are the property of the Company and are assigned to the service furnished. MGC has no property right to the telephone number or any other call number designation associated with services furnished by the Company, and no right to the continuance of service through any particular central office. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, whenever the Company deems it necessary to do so in the conduct of its business.

J. The Company may provide any service or facility for which a charge is not established herein, as long as it is offered on the same terms to MGC.

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

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

M. The Company can refuse service when it has grounds to believe that service will be used in violation of the law.

N. The Company accepts no responsibility to any person for any unlawful act committed by MGC or its end users as part of providing service to MGC for purposes of resale or otherwise.

O. The Company will cooperate fully with law enforcement agencies with subpoenas and court orders for assistance with the Company's customers. Law enforcement agency subpoenas and court orders regarding end users of MGC will be directed to MGC. The Company will bill MGC for implementing any requests by law enforcement agencies regarding MGC end users.

P. The characteristics and methods of operation of any circuits, facilities or equipment provided by any person or entity other than the Company shall not:

1. Interfere with or impair service over any facilities of the Company, its affiliates, or its connecting and concurring carriers involved in its service;

2. Cause damage to their plant;

3. Impair the privacy of any communications; or

4. Create hazards to any employees or the public.

Q. MGC assumes the responsibility of notifying the Company regarding less than standard operations with respect to services provided by MGC.

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

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

T. BellSouth will provide customer record information to MGC provided MGC has the appropriate Letter(s) of Authorization. BellSouth may provide customer record information via one of the following methods: US mail, fax, or by electronic interface. BellSouth will provide customer record information via US mail or fax on an interim basis only.

1. MGC agrees to compensate BellSouth for all BellSouth incurred expenditures associated with providing such information to MGC. MGC will adopt and adhere to the BellSouth guidelines associated with each method of providing customer record information.

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

U. BellSouth will provide certain selected messaging services to MGC for resale of messaging service without the wholesale discount.

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

W. All costs incurred by BellSouth for providing services to MGC that are not covered in the BellSouth tariffs shall be recovered from the MGC(s) who utilize those services.

IV. BellSouth's Provision of Services to MGC

A. MGC agrees that its resale of BellSouth services shall be as follows:

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

2. To the extent MGC is a telecommunications carrier that serves greater than 5 percent of the Nation's presubscribed access lines, MGC shall not jointly market its interLATA services with the telecommunications services purchased from BellSouth pursuant to this Agreement in any of the states covered under this Agreement. For the purposes of this subsection, to jointly market means any advertisement, marketing effort or billing in which the telecommunications services purchased from BellSouth for purposes of resale to customers and interLATA services offered by MGC are packaged, tied, bundled, discounted or offered together in any way to the end user. Such efforts include, but are not limited to, sales referrals, resale arrangements, sales agencies or billing agreements. This subsection shall be void and of no effect for a particular state covered under this Agreement as of February 8, 1999 or on the date BellSouth is authorized to offer interLATA services in that state, whichever is earlier.

3. Hotel and Hospital PBX service are the only telecommunications services available for resale to Hotel/Motel and Hospital end users, respectively. Similarly, Access Line Service for Customer Provided Coin Telephones is the only local service available for resale to Independent Payphone Provider (IPP) customers. Shared Tenant Service customers can only be sold those telecommunications services available in the Company's A23 Shared Tenant Service Tariff.

4. MGC is prohibited from furnishing both flat and measured rate service on the same business premises to the same subscribers (end users) as stated in A2 of the Company's Tariff except for backup service as indicated in the applicable state tariff Section A3.

5. If telephone service is established and it is subsequently determined that the class of service restriction has been violated, MGC will be notified and billing for that service will be immediately changed to the appropriate class of service. Service charges for changes between class of service, back billing, and interest as described in this subsection shall apply at the Company's sole discretion. Interest at a rate as set forth in Section A2 of the General Subscriber Service Tariff and Section B2 of the Private Line Service Tariff for the applicable state, compounded daily for the number of days from the back billing date to and including the date that MGC actually makes the payment to the Company may be assessed.

6. The Company reserves the right to periodically audit services purchased by MGC to establish authenticity of use. Such audit shall not occur more than once in a calendar year. MGC shall make any and all records and data available to the Company or the Company's auditors on a reasonable basis. The Company shall bear the cost of said audit.

B. Resold services can only be used in the same manner as specified in the Company's Tariff. Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual end user of the Company in the appropriate section of the Company's Tariffs. Specific tariff features, e.g. a usage allowance per month, shall not be aggregated across multiple resold services. Resold services cannot be used to aggregate traffic from more than one end user customer except as specified in Section A23. of the Company's Tariff referring to Shared Tenant Service.

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

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

E. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. MGC is strictly prohibited from any use, including but not limited to sales, marketing or advertising, of any BellSouth name or trademark.

V. **Maintenance of Services**

A. MGC will adopt and adhere to the standards contained in the applicable BellSouth Work Center Interface Agreement regarding maintenance and installation of service.

B. Services resold under the Company's Tariffs and facilities and equipment provided by the Company shall be maintained by the Company.

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

D. MGC accepts responsibility to notify the Company of situations that arise that may result in a service problem.

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

F. MGC will contact the appropriate repair centers in accordance with procedures established by the Company.

G. For all repair requests, MGC accepts responsibility for adhering to the Company's prescreening guidelines prior to referring the trouble to the Company.

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

I. The Company reserves the right to contact MGC's customers, if deemed necessary, for maintenance purposes.

VI. Establishment of Service

A. After receiving certification as a local exchange company from the appropriate regulatory agency, MGC will provide the appropriate Company service center the necessary documentation to enable the Company to establish a master account for MGC. Such documentation shall include the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA") and a tax exemption certificate, if applicable. When necessary deposit requirements are met, the Company will begin taking orders for the resale of service.

B. Service orders will be in a standard format designated by the Company.

C. When notification is received from MGC that a current customer of the Company will subscribe to MGC's service, standard service order intervals for the appropriate class of service will apply.

D. The Company will not require end user confirmation prior to establishing service for MGC's end user customer. MGC must, however, be able to demonstrate end user authorization upon request.

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

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

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

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

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

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

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

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

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

7. In the case of a cash deposit, interest at a rate as set forth in the appropriate BellSouth tariff shall be paid to MGC during the continuance of the security deposit. Interest on a security deposit shall accrue annually and, if requested, shall be annually credited to MGC by the accrual date.

VII. Payment And Billing Arrangements

A. When the initial service is ordered by MGC, the Company will establish an accounts receivable master account for MGC.

B. The Company shall bill MGC on a current basis all applicable charges and credits.

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

D. The Company will render bills each month on established bill days for each of MGC's accounts.

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

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

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

G. Upon proof of tax exempt certification from MGC, the total amount billed to MGC will not include any taxes due from the end user. MGC 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.

H. As the customer of record, MGC will be responsible for, and remit to the Company, 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.

I. If any portion of the payment is received by the Company after the payment due date as set forth preceding, or if any portion of the payment is received by the Company in funds that are not immediately available to the Company, then a late payment penalty shall be due to the Company. 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 and Section B2 of the Private Line Service Tariff.

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

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

L. Pursuant to 47 CFR Section 51.617, the Company will bill MGC end user common line charges identical to the end user common line charges the Company bills its end users.

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

VIII. Discontinuance of Service

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

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

2. At the request of MGC, the Company will disconnect a MGC end user customer.

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

4. MGC will be made solely responsible for notifying the end user of the proposed disconnection of the service.

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

annoying calls. Failure to do so will result in the Company's disconnecting the end user's service.

B. The procedures for discontinuing service to MGC are as follows:

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

2. If payment of account is not received by the bill day in the month after the original bill day, BellSouth may provide written notice to MGC, 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 MGC to receive notices of noncompliance, discontinue the provision of existing services to MGC at any time thereafter.

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

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

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

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.

EXHIBIT A

APPLICABLE DISCOUNTS

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

DISCOUNT*

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

* In the case of a cross boundary situation, the discount which applies is the discount applicable to the location of the end user's central office.

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

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
FLORIDA	$100.00	$50.00	$10.80	$22.00
GEORGIA	$100.00	$50.00	$10.80	$22.00
KENTUCKY	$100.00	$50.00	$10.80	$22.00
LOUISIANA	$100.00	$50.00	$9.16	$18.14
MISSISSIPPI	$100.00	$50.00	$10.80	$22.00
NORTH CAROLINA	$100.00	$50.00	$10.80	$22.00
SOUTH CAROLINA	$100.00	$50.00	$10.80	$22.00
TENNESSEE	$100.00	$50.00	$10.80	$22.00

EXHIBIT B
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	Type of Service	AL		FL		GA		KY		LA	
		Resale?	Discount?	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?
1	Grandfathered Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2	Contract Service Arrangements	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes
3	Promotions - > 90 Days	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
4	Promotions - < 90 Days	Yes	No	Yes	No	Yes	No	No	No	Yes	No
5	Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes
6	911/E911 Services (See Note9)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No
7	N11 Services (See Note 9)	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	No
8	AdWatch℠ Svc (See Note 8)	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
9	MemoryCall® Service	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
10	Mobile Services	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
11	Federal Subscriber Line Charges	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
12	Non-Recurring Charges	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

	Type of Service	MS		NC		SC		TN	
		Resale?	Discount?	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?
1	Grandfathered Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2	Contract Service Arrangements	Note 5	Note 5	Note 6	Note 6	Yes	No	Yes	Yes
3	Promotions - > 90 Days	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Note 3
4	Promotions - < 90 Days	Yes	No	No	No	Yes	No	No	No
5	Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Note 4
6	911/E911 Services (See Note9)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
7	N11 Services (See Note 9)	No	No	No	No	Yes	Yes	Yes	Yes
8	AdWatch℠ Svc (See Note 8)	Yes	No	Yes	No	Yes	No	Yes	No
9	MemoryCall® Service	Yes	No	Yes	No	Yes	No	Yes	No
10	Mobile Services	Yes	No	Yes	No	Yes	No	Yes	No
11	Federal Subscriber Line Charges	Yes	No	Yes	No	Yes	No	Yes	No
12	Non-Recurring Charges	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No

Applicable Notes:

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

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

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

4 **Lifeline/Link Up** services may be offered only to those subscribers who meet the criteria that BellSouth currently applies to subscribers of these services. In Tennessee, MGC shall purchase BellSouth's Message Rate Service at the stated tariff rate, less the wholesale discount. MGC must further discount the wholesale Message Rate Service to LifeLine customers with a discount which is no less than the minimum discount that BellSouth now provides. MGC is responsible for recovering the Subscriber Line Charge from the National Exchange Carriers Association interstate toll settlement pool just as BellSouth does today. The maximum rate that MGC may charge for LifeLine Service shall be capped at the flat retail rate offered by BellSouth.

5 In Mississippi, all **Contract Service Arrangements** entered into by BellSouth or terminating after the effective date of the Commission Order (3/10/97) will be subject to resale without the wholesale discount. All CSAs which are in place as of the effective date of the Commission order (3/10/97) will not be available for resale.

6 In North Carolina, **Contract Service Arrangements** entered into by BellSouth before April 15, 1997, shall be subject to resale at no discount, while BellSouth CSAs entered into after that date shall be subject to resale with the discount.

7 Some of BellSouth's local exchange and toll telecommunications services are not available in certain central offices and areas.

8 AdWatch℠ Service is tariffed as BellSouth® AIN Virtual Number Call Detail Service

9 Exclusions for **N11/911/E911** are also applicable to equipment associated with the service

Attachment 2

Unbundled Network Elements

TABLE OF CONTENTS

ACCESS TO UNBUNDLED NETWORK ELEMENTS

1. Introduction

1.1.1 BellSouth shall, upon request of MGC, and to the extent technically feasible, provide to MGC access to its unbundled network elements for the provision of MGC'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 MGC may purchase unbundled Network Elements for the purpose of combining such Network Elements by MGC in any manner that is technically feasible.

1.1.4 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 MGC 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 MGC advised.

1.1.5.2 "Order Coordination - Time Specific" refers to service order coordination in which MGC 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 BellSouth 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 BellSouth 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 MGC 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 BellSouth 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, BellSouth will offer Order Coordination - Time Specific (OC-TS). This will allow MGC the ability to specify the time that the coordinated conversion takes place.

2.2.8 MGC will be responsible for the initial trouble isolation and testing SL1 and SL2 loops of their end user. When a trouble has been isolated to BellSouth network or facilities, BellSouth will assume repair responsibilities, via a trouble report. BellSouth will perform necessary isolation and testing functions to resolve the maintenance condition. If a BellSouth dispatch is incurred and the trouble is found to be outside the BellSouth network or facilities, there may be a charge to MGC. If MGC requests BellSouth to repair a trouble after normal working hours requiring a BellSouth dispatch, MGC will be billed the appropriate charges associated with this request pursuant to BellSouth's tariffed or non-tariffed charges. BellSouth will repair these loops in the same time-frames that BellSouth repairs loops to its customers.

2.3 Technical Requirements

2.3.1 BellSouth 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 MGC will be consistent with industry standards.

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

2.3.2 The loop shall be provided to MGC 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 MGC to order a contiguous unbundled local loop. To the extent it is technically feasible, these arrangements will provide MGC with the capability to serve end users at the same level BellSouth provides its customers. If no alternate facility is available, BellSouth will utilize its Special Construction (SC) process to determine the additional costs required to provision the loop facilities. MGC will then have the option of paying the one-time SC rates to place the loop facilities or MGC 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 MGC designated personnel. In cases where entrance to the customer premises is required to give access to the NID, MGC shall obtain entrance permission directly from the customer.

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

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 MGC with the ability to concentrate its sub-loops onto multiple DS1s back to the BellSouth Central Office. The DS1s will then be terminated into MGC'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 MGC'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 MGC would be required to place a cross-box, remote terminal (RT), or other similar device and deliver a cable to the BellSouth remote terminal. This cable would be connected to a cross-connect panel within the BellSouth RT and would allow MGC'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 MGC 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 BellSouth'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 MGC would be required to place a cross-box, terminal, or other similar device and deliver a cable to the BellSouth terminal located at the buildings point-of-entry or garden terminal. BellSouth would then connect MGC's cable to a cross-connect panel within the BellSouth terminal.

6.6.2 This arrangement would then provide MGC 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 MGC'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 MGC 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 MGC. 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 MGC 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. MGC customers may use the same dialing arrangements as BellSouth customers, but obtain an MGC 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 MGC 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 MGC customer or network interconnection on any of the Local Switching interfaces. This includes provisioning changes to change a customer from BellSouth's services to MGC'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 MGC, upon a reasonable request from MGC. 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 MGC and BellSouth service applications.

BellSouth shall offer to MGC 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 MGC:

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 MGC customer line the class of service designated by MGC (e.g., using line class codes or

other switch specific provisioning methods), and shall route directory assistance calls from MGC customers to MGC directory assistance operators at MGC's option.

7.2.1.16 Where capacity exists, BellSouth shall assign each MGC customer line the class of services designated by MGC (e.g., using line class codes or other switch specific provisioning methods) and shall route operator calls from MGC customers to MGC operators at MGC's option. For example, BellSouth may translate 0- and 0+ intraLATA traffic, and route the call through appropriate trunks to an MGC 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 MGC;

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

7.2.2.13 Interface to MGC directory assistance services through the MGC switched network or to Directory Assistance Services through the appropriate trunk interconnections for the system; and 950 access or other MGC 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 MGC.

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 MGC 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.

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

8.3.2.5.1 DS0 Equivalent;

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

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

8.3.2.5.4 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 MGC service node.

8.3.2.5.5 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.

8.3.2.6 When Dedicated Transport is provided as a system, BellSouth shall design the system according to MGC'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 MGC 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 MGC;

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.

3.4.2.3 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 MGC. Tandem Switching will provide recording of all billable events as jointly agreed to by MGC and BellSouth.

8.4.2.6 Upon a reasonable request from MGC, 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 MGC.

8.4.2.7 BellSouth shall maintain MGC'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 MGC and BellSouth.

8.4.2.10 Tandem Switching shall process originating toll-free traffic received from MGC 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 MGC's switch, using two-way trunks, for traffic that is transiting via BellSouth network to interLATA or intraLATA carriers. At MGC'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 MGC 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 MGC) 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 MGC requests BellSouth to provide Operator Services, the following requirements apply:

9.2.2.1.1 BellSouth 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 MGC 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 MGC 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 MGC 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 MGC.

9.2.2.6 BellSouth shall provide a feed of customer call records in "EMR" format to MGC 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 MGC, 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 MGC'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, MGC 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 MGC 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 MGC 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 MGC 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 MGC-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 MGC 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 MGC 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 MGC 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 MGC database, then MGC agrees to provide BellSouth with the Destination Point Code for the MGC 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 MGC 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 MGC 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 MGC, 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 MGC SS7 network to exchange TCAP queries and responses with an MGC SCP.

11.2.9.2 SS7 AIN Access shall provide MGC SCP access to BellSouth local switch in association with unbundled switching via interconnection of BellSouth SS7 and MGC 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 MGC 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 MGC or MGC-designated local switching systems or STPSs to BellSouth SS7 network:

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

11.3.1.2 A B-link interface from MGC 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 MGC local switching systems or STPSs with BellSouth STPSs as soon as these

become approved ANSI standards and available capabilities of BellSouth STPSs. BellSouth and MGC 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 MGC 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 MGC local or tandem switching systems destined to any signaling point within BellSouth's SS7 network where the MGC switching system has a legitimate signaling relation.

11.3.6.2 BellSouth shall set message screening parameters so as to pass valid messages from MGC local or tandem switching systems destined to any signaling point or network accessed through BellSouth's SS7 network where the MGC 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 MGC from any signaling point or network interconnected through BellSouth's SS7 network where the MGC 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 Interface 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 MGC 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 MGC 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 MGC 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 MGC to store in BellSouth's LIDB any customer Line Number or Special Billing Number record, whether ported or not, for which the non-MGC 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 MGC to store in BellSouth's LIDB any customer Line Number or Special Billing Number record, whether ported or not, and MGC 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 MGC 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 MGC'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 MGC chooses to offer Tel Line Number TLN and/or Special Billing Number (SBN credit cards, calling card validation will be supported for MGC customer data in the LIDB.

12.4.2.5 BellSouth shall process MGC's Customer records in LIDB at least at parity with BellSouth customer records, with respect to other LIDB functions. BellSouth shall indicate to MGC 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 MGC, BellSouth shall provide MGC with a list of the customer data items which MGC 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 MGC 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 MGC 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 MGC 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 MGC. 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 MGC data to the LIDB shall be solely at the direction of MGC. Such direction from MGC 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 MGC data upon MGC'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 MGC with the capability to directly obtain, through an electronic interface, reports of all MGC data in LIDB. Such capability will be through the data migration format (FCIF Interface) that can be used to electronically obtain reports of MGC data in LIDB.

12.4.2.15 BellSouth shall provide LIDB systems such that no more than 0.01% of MGC customer records will be missing from LIDB, as measured by MGC audits. BellSouth will audit MGC records in LIDB against DBAS to identify record mismatches and provide this data to a designated MGC contact person to resolve the status of the records and BellSouth will update system appropriately. BellSouth will refer record of mis-matches to MGC within one business day of audit. Once reconciled records are received back from MGC, 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 MGC 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 MGC'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 MGC 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 MGC 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 MGC.

12.4.2.18 BellSouth shall provide MGC 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 MGC and BellSouth.

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

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

12.4.2.21 BellSouth shall accept queries to LIDB associated with MGC 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 MGC 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 MGC'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 MGC a data link to the ALI/DMS database or permit MGC to provide its own data link to the ALI/DMS database. BellSouth shall provide error reports from the ALI/DMS database to MGC immediately after MGC inputs information into the ALI/DMS database. Alternately, MGC 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 MGC requests otherwise and shall be updated if MGC requests, provided MGC 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 MGC customers shall meet industry standards.

12.7 **Directory Assistance Database**

BellSouth shall make its directory assistance database available to MGC in order to allow MGC to provide its customers with the same directory assistance telecommunications services BellSouth provides to BellSouth customers. BellSouth shall provide MGC 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 MGC and BellSouth of customer address and number changes. Directory Assistance Services must provide both the ported and MGC 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 MGC the capability that will allow MGC 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 MGC. Scheduling procedures shall provide MGC equivalent priority to these resources

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

12.10.4 When MGC selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable MGC 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 MGC selects SCE/SMS AIN Access, BellSouth shall provide for a secure, controlled access environment in association with its internal use of AIN components. MGC access will be provided via remote data connection (e.g., dial-in, ISDN).

12.10.6 When MGC selects SCE/SMS AIN Access, BellSouth shall allow MGC 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 MGC pursuant to the prices set forth in Attachment 11 of this Agreement.

13.2.2 MGC 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 MGC 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 MGC ("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 MGC within thirty (30) business days after it receives written confirmation from MGC that the Dark Fiber previously deemed available by BellSouth is wanted for use by MGC. This includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX) or splice points) to enable MGC to connect or splice MGC 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 MGC local Signaling Transfer Point Switches (STPS) and MGC 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), MGC 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 MGC 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 MGC 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 MGC 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 MGC local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a gateway pair of MGC 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 MGC or MGC-designated local or tandem switching systems or STPSs to the BellSouth SS7 network:

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

14.1.3.1.2 B-link interface from MGC 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 MGC local switching systems or STPSs with BellSouth STPSs as soon as these become approved ANSI standards and available capabilities of BellSouth STPSs. BellSouth and MGC 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 MGC 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 MGC local or tandem switching systems destined to any signaling point in the BellSouth SS7 network with which the MGC 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 MGC 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. MGC 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. MGC will be required to route that call to BellSouth at the appropriate tandem or end office. When a municipality converts to E911 service, MGC will be required to discontinue the Basic 911 procedures and being using E911 procedures.

15.2.2 E911 Service Provisioning. For E911 service, MGC will be required to install a minimum of two dedicated trunks originating from the MGC 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. MGC will be required to provide BellSouth daily updates to the E911 database. MGC 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, MGC 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 MGC beyond applicable charges for BellSouth trunking arrangements.

15.2.4 Basic 911 and E911 functions provided to MGC 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 MGC to follow in providing 911/E911 services.

Attachment 3

Local Interconnection

Local Interconnection

BellSouth shall provide MGC 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 MGC 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 MGC 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 MGC traffic terminated by BellSouth over the same facilities, MGC 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 MGC. 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 MGC for termination on the MGC's network, if BellSouth cannot determine because of the manner in which MGC 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 MGC 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 MGC cannot determine whether the traffic it delivers to BellSouth is local or toll, this subsection shall apply to BellSouth and the MGC.

1.6 Intermediary Tandem Switching. BellSouth will provide intermediary tandem switching and transport services for MGC'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 MGC 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 MGC 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. Notwithstanding the foregoing, MGC may apply its own intrastate terminating switched access tariffs upon applicable commission approval.

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

end user uses BellSouth as an interexchange carrier on a 10XXX basis, the MGC will charge BellSouth the appropriate BellSouth tariff charges for originating network access services.

2.4 Additional Interconnection. To the extent MGC 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 MGC 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. MGC shall utilize SS7 signaling links, ports and usage as set forth in Attachment 2. MGC 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 MGC 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 MGC 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 MGC 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 MGC.

5.4 Network Management Controls. BellSouth will work cooperatively with MGC 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 MGC, 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 MGC 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 MGC 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 MGC 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 MGC customers will not have to dial any greater number of digits than BellSouth customers to complete the same call. In addition, MGC 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 MGC'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

1. SCOPE OF ATTACHMENT

1.1 Right to occupy. BellSouth hereby grants to MGC 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 MGC and agreed to by BellSouth (hereinafter "Collocation Space"). BellSouth will design and construct at MGC's expense and agreed to specifications, 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.

1.2 Use of space. MGC shall use the Collocation Space for the purposes of installing, maintaining and operating MGC'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, MGC may place MGC-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 MGC-owned entrance facilities is designated "Service Interconnection." In addition to, and not in lieu of, interconnection to BellSouth services and facilities, MGC may connect to other MGCs within the designated BellSouth Central Office (including to its own virtual or physical collocated arrangements) through facilities designated by MGC. The Collocation Space may be used for no other purposes except as specifically described herein or authorized in writing by BellSouth.

1.3 No right to sublease. MGC 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.

1.4 Rates and charges. MGC agrees to pay the rates and charges identified at Exhibit A attached hereto.

1.5 Location of Arrangement. A Collocation Space will be provided to MGC 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.

2. OCCUPANCY

2.1 Commencement Date. The "Commencement Date" shall be the day MGC's equipment becomes operational as described in Article 2.2, following.

2.2 Occupancy. BellSouth will notify MGC in writing that the Collocation Space is ready for occupancy. MGC 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. MGC must notify BellSouth in writing that collocation equipment installation is complete and is operational with BellSouth's network. If MGC 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 MGC's right to occupy the Collocation Space terminates and BellSouth shall have no further obligations to MGC with respect to said Collocation Space. Termination of MGC's rights to the Collocation Space pursuant to this paragraph shall not operate to release MGC 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, MGC's telecommunications equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provision.

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

3. USE OF COLLOCATION SPACE

3.1 Equipment Type. BellSouth shall not restrict the types of equipment or vendors of equipment to be installed provided such equipment is used to provide telecommunications services which MGC has the legal authority to provide. Such equipment must at a minimum comply with the BellCore Network Equipment Building Systems (NEBS) General Equipment Requirements and National Electric Code standards. For purposes of this paragraph, enhanced services and information services are not considered to be telecommunications services. MGC shall not use the Collocation Space for marketing purposes. MGC shall place no signs or marking of any kind (except for a plaque or other identification affixed to MGC's equipment and reasonably necessary to identify MGC'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.

3.2 Entrance Facilities. MGC may elect to place MGC-owned or MGC-leased 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. MGC will provide and place cable at the point of interconnection of sufficient length to be pulled through conduit and

into the splice location.. MGC 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 MGC's equipment in the Collocation Space. MGC must contact BellSouth for instructions prior to placing the entrance facility cable in the manhole. MGC is responsible for maintenance of the entrance facilities.

3.2.1 Dual entrance will be permitted where capacity exists. Upon receipt of a request for collocation under this Agreement, BellSouth shall provide MGC with information regarding BellSouth's capacity to accommodate dual entrance facilities. If conduit in the serving manhole(s) is available and is not reserved for another purpose for utilization within 12 months of the receipt of an application for collocation, BellSouth will make the requested conduit space available for installing a second entrance facility to MGC's arrangement. The location of the serving manhole(s) will be determined at the sole discretion of BellSouth. Where dual entrance is not available due to lack of capacity, BellSouth will so state in the Application response.

3.2.2 The interconnection point for entrance facilities extending from a rooftop antenna will be designated by BellSouth on the Application/Inquiry response. The terms and conditions for rooftop antenna placement are contained in Attachment – to this agreement.

3.2.3 MGC may utilize spare capacity on an existing MGC entrance facility for the purpose of providing an entrance facility to another MGC collocation arrangement within the same BellSouth Central Office.

3.3 Splicing in the Entrance Manhole. Although not generally permitted, should MGC request a splice to occur in the entrance manhole(s), BellSouth, at its sole discretion, may grant such a request, provided that BellSouth will not unreasonably withhold approval of requests to make such a splice. When the request for a splice is granted to MGC by BellSouth, MGC shall ensure its employees or agents entering and/or performing work in the entrance manhole(s) are trained and comply with BellSouth procedures and OSHA requirements regarding access to manholes and that BellSouth personnel are notified and present for all entrances and work performed in the entrance manhole(s). Manholes covers shall be properly closed and secured at the conclusion of entry and/or work . Advance notification to BellSouth shall occur at a minimum of 48 hours prior to desired entry for normal work activities and at a minimum of 2 hours prior to desired entry in an out of service condition.

3.4 Demarcation Point. A point-of-termination bay(s) will designate the point(s) of interconnection between MGC'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. MGC 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. MGC or its agent may perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to subsection 3.5, following, and may self-provision cross-connects that may be required within the collocation space to activate service requests. With the exception of cross-connects provisioned as set forth in this subsection, a certified

vendor is required to perform all other equipment installation or provisioning activities within the collocation space, pursuant to Section 4.3.

3.5 MGC's Equipment and Facilities. MGC is solely responsible for the design, engineering, testing, performance, monitoring, maintenance, and repair of the equipment and facilities used by MGC in the Collocation Space. Without limitation of the foregoing provisions, MGC 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.

3.6 Easement Space. From time to time BellSouth may require access to the Collocation Space. BellSouth retains the right to access such space for the purpose of making equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cables). BellSouth will give reasonable notice to MGC when access to the Collocation Space is required. MGC may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that MGC will not bear any of the expense associated with this work.

3.7 Access and Administration. MGC 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 MGC to traverse restricted areas. All employees, agents and contractors of MGC 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 MGC or certified vendor which contains a current photo, the individual's name and company name/logo. MGC agrees to comply with all laws, ordinances and regulations affecting the use of the Collocation Space. For central offices in which an escort is required, BellSouth will establish procedures to provide expedited access in the event of an emergency. Such procedures shall, at a minimum, assign MGC's request for access a priority level at parity with that which BellSouth assigns itself or any other telecommunications service provider for similar central office emergencies. Upon expiration of this Agreement, MGC shall surrender the Collocation Space to BellSouth in the same condition as when first occupied by the MGC except for ordinary wear and tear.

3.8 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 MGC located in the Central Office; shall not endanger or damage the facilities of BellSouth or of any other MGC, 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 MGC violate the provisions of this paragraph, BellSouth shall give written notice to MGC, which notice shall direct MGC to cure the violation within forty-eight (48) hours of MGC's actual receipt of written

notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the parties agree to consult immediately and, if necessary, to inspect the arrangement. If MGC fails to take curative action within 48 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 or any other MGC, 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 MGC's equipment. BellSouth will endeavor, but is not required, to provide notice to MGC prior to taking such action and shall have no liability to MGC for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.

3.9 Personalty and its Removal. Subject to requirements of this Agreement, MGC may place or install in or on the Collocation Space such facilities and equipment, including storage for and spare equipment, as it deems desirable for the conduct of business; Provided that such equipment is telecommunications equipment, does not violate floor loading requirements, imposes or could impose or contains or could contain environmental conditions or hazards. Personal property, facilities and equipment placed by MGC 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 MGC at any time. Any damage caused to the Collocation Space by MGC's employees, agents or representatives during the removal of such property shall be promptly repaired by MGC at its expense.

3.10 Alterations. In no case shall MGC or any person acting on behalf of MGC 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 MGC.

4. ORDERING AND PREPARATION OF COLLOCATION SPACE

4.1 Application for Space. MGC 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 MGC's Collocation Space(s) and an estimate of the amount of square footage required.

4.1.1 Application Response. BellSouth will respond to up to three (3) applications for space within the same state submitted within a fifteen (15) business day interval within thirty (30) business days of receipt of the complete application. When MGC submits more than three (3) applications in the same state within 15 business days and BellSouth is processing multiple applications from other MGCs, BellSouth and MGC will negotiate in good faith a prioritization of the requests and a reasonable response time frame. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation. The Application Response will detail whether the amount of space requested is available or if the amount of space requested is not available, the amount of space that is available. The response will also

include the configuration of the space. When BellSouth's response includes an amount of space less than that requested by MGC or differently configured, MGC must amend its application to reflect the actual space available prior to submitting a Bona Fide Firm Order.

4.2 Bona Fide Firm Order. MGC 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 MGC to complete the Application/Inquiry process described in Subsection 4.1, preceding, submit an updated Application document that is complete and accurate based on the outcome of the Application/Inquiry process, and pay all applicable fees referenced in Article 5, following. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) days after BellSouth's response to MGC's Application/Inquiry.

4.2.1 BellSouth will establish a firm order date, per request, based upon the date BellSouth is in receipt of a complete and accurate firm order. BellSouth will acknowledge the receipt of MGC's Bona Fide Firm Order within 15 days of receipt indicating that the Bona Fide Firm Order has been received and that the order is accurate and complete or if the order is not accurate and complete, details as to the necessary information needed to cause the order to be accurate and complete. A BellSouth response to a complete and accurate firm order will include a Firm Order Confirmation containing the firm order date.

4.2.2 BellSouth will permit one site visit after receipt of the Bona Fide Firm Order. Security escort charges will be assessed for the site visit.

4.2.3 Space preparation for the Collocation Space will not begin until BellSouth receives the Bona Fide Firm Order and all applicable fees.

4.3 Construction and Provisioning Interval. BellSouth will negotiate construction and provisioning intervals per request on an individual case basis. Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will use best efforts to complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of 120 days from receipt of a complete and accurate Bona Fide Firm Order where the infrastructure rearrangement or accommodations allow. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will use best efforts to complete construction of all other collocation space ("extraordinary conditions") within 180 days of the receipt of a complete and accurate Bona Fide Firm Order. Extraordinary conditions are defined to include but are not limited to multiple orders in excess of five (5) from one customer per state; major BellSouth equipment rearrangement; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; mainframe addition; environmental hazard or hazardous materials abatement.

4.3.1 Joint Planning Meeting. A joint planning meeting between BellSouth and MGC will commence within a maximum of 20 days from BellSouth's

receipt of a complete and accurate firm order and the payment of agreed upon fees. At such meeting, the parties will agree to the preliminary design of the collocation space and the equipment configuration requirements as designated by MGC on its Bona Fide Firm Order. In the event MGC materially modifies its request as a result of the coordination meeting outcome, such modifications must be submitted to BellSouth in writing and a firm order date reestablished. The Collocation Space Completion time period will be provided to MGC during the joint planning meeting or as soon as possible thereafter. BellSouth will complete all design work following the joint planning meeting. If BellSouth needs to reevaluate MGC's application as a result of changes requested by MGC to MGC's original application, then BellSouth will charge MGC a fee based upon the additional engineering hours required to do the reassessment. Major changes such as requesting additional space or adding additional equipment may require MGC to resubmit the application with an application fee.

4.3.2 Permits. BellSouth or its agents will diligently pursue filing for the required permits within 7 business days of the completion of finalized construction designs and specifications.

4.4 Use of Certified Vendor. MGC 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 MGC with a list of Certified Vendors upon request. The Certified Vendor shall be responsible for installing MGC'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 MGC upon successful completion of installation. The Certified Vendor shall bill MGC directly for all work performed for MGC pursuant to this Agreement and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Vendor. BellSouth shall consider certifying MGC or any vendor proposed by MGC.

4.5 Alarm and monitoring. BellSouth shall place environmental alarms in the Central Office for the protection of BellSouth equipment and facilities. MGC shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service MGC's Collocation Space. Upon request, BellSouth will provide MGC with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by MGC. Both parties shall use best efforts to notify the other of any verified environmental hazard known to that party. The parties agree to utilize and adhere to the Environmental Hazard Guidelines identified as Exhibit C attached hereto.

4.6 Basic Telephone Service. Upon request of MGC, 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.

4.7 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. MGC's pro rated share will be calculated by multiplying such cost by a percentage equal to the amount of square footage occupied by MGC 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 reimburse MGC in an amount equal to MGC reasonable, demonstrative and mitigated expenditures incurred as a direct result of delays to the completion and turnover dates caused by BellSouth.

4.8 Space Enclosure. Upon request of MGC, BellSouth shall construct an equipment arrangement enclosure of a size and dimension jointly agreed upon by the Parties. MGC may request enclosed floor space in increments of fifty (50) square feet, with a minimum of one hundred (100) square feet. MGC 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 MGC for activities associated with the space enclosure construction. MGC must provide the local BellSouth building contact with a card, key or other access device used to enter the locked enclosure. Except in case of emergency, BellSouth will not access MGC's locked enclosure prior to notifying MGC .

4.9 Virtual Collocation Transition. To the extent space becomes available, MGC may transition its virtual collocation arrangements to physical collocation arrangements and pay the appropriate non-recurring fees for physical collocation and for the rearrangement or reconfiguration of services terminated in the virtual collocation arrangement. MGC must arrange with a BellSouth certified vendor for the relocation of equipment from its virtual collocation space to its physical collocation space and will bear the cost of such relocation.

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

5. RATES AND CHARGES

5.1 Non-recurring Fees. In addition to the Application Fee referenced in Section 4, preceding, MGC 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 MGC's receipt of a bill or invoice from BellSouth. Once the installation of the initial equipment arrangement is complete, a subsequent application fee may apply (as described in subsection 5.5) when MGC requests a modification to the arrangement.

5.2 Documentation. BellSouth shall provide documentation to establish the actual Space Preparation Fee. The Space Preparation Fee will be pro rated as prescribed in Section 4, preceding.

5.3 Cable Installation. Cable Installation Fee(s) are assessed per entrance fiber placed. No Cable Installation Fee is required for Service Interconnection.

5.4 Space Enclosure Fees. The Space Enclosure Construction Fee will be assessed for the materials and installation cost of the equipment enclosure. Where local building codes require enclosure specifications more stringent than BellSouth's standard enclosure specifications, the additional costs will be included in the space preparation charge. In such cases, BellSouth shall provide documentation to establish these costs separately from MGC's pro-rated share of renovation or upgrade costs.

5.5 Additional Engineering. 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 MGC in the Application Response.

5.5 Subsequent Application Fee. BellSouth requires the submission of additional documentation when MGC desires to modify the use of the collocation space. MGC shall complete an additional application form including all information regarding the modification to the collocation arrangement. BellSouth shall determine what modifications to the premises are required to accommodate the change requested by MGC in the application. Such modifications to the premises may include but are not limited to, floor loading changes, changes necessary to meet HVAC requirements and changes to power plant requirements. The fee paid by MGC for its request to modify the use of the collocation space shall be dependent upon the modification requested. Where the subsequent application does not require provisioning or construction work by BellSouth, no subsequent application fee will be assessed. The fee for an application where the modification requested has limited effect , e.g. does not require capital expenditure by BellSouth, shall not exceed $1600.00. All other subsequent application fees shall be assessed at $3850.00.

5.6 Floor Space. The floor space charge includes reasonable 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 MGC's equipment. When the Collocation Space is enclosed by walls or other divider, MGC shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, MGC shall pay floor space charges based upon the number of square feet contained in a shadow print of MGC's equipment racks and POT bay, plus a factor of 2.50 multiplied by the shadow print, which represents MGC'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 MGC first occupies the Collocation Space, whichever is sooner.

5.7 Power. (1) 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 MGC's equipment or space enclosure. Fuses and power feed cables (A&B) must be engineered (sized), furnished and installed by MGC's certified vendor. The MGC'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 MGC's request to collocate in that central office ("Power Plant Construction"), MGC shall pay its pro-rata share of 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 shall comply with all BellCore and ANSI Standards regarding power cabling, including BellCore Network Equipment Building System (NEBS) Standard TR-EOP-000063. BellSouth will notify MGC 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. The costs of power plant construction shall be pro-rated and shared among all who benefit from that construction. MGC shall pay BellSouth one-half of its prorata share of the estimated Power Plant Construction costs prior to commencement of the work. MGC 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. MGC 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 MGC 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.

5.8 Security Escort. A security escort will be required whenever MGC 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.

5.9 Other. Payment of all other charges under this Agreement shall be due thirty (30) days after receipt of the bill (payment due date). MGC will pay a late payment charge of one and one-half percent (1-1/2%) assessed monthly on any balance which remains unpaid after the payment due date.

6. INSURANCE

6.1 MGC 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).

6.2 MGC shall maintain the following specific coverage:

6.2.1 Commercial General Liability coverage in the amount of ten million dollars ($10,000,000.00) or a combination of Commercial General Liability and

Excess/Umbrella coverage totaling not less than ten million dollars ($10,000,000.00). BellSouth shall be named as an ADDITIONAL INSURED on ALL applicable policies as specified herein.

6.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars ($100,000.00) each accident, one hundred thousand dollars ($100,000.00) each employee by disease, and five hundred thousand dollars ($500,000.00) policy limit by disease.

6.2.3 MGC 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.

6.3 The limits set forth in subsection 6.2 above may be increased by BellSouth from time to time during the term of this Agreement upon thirty (30) days notice to MGC to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.

6.4 All policies purchased by MGC 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 MGC's property has been removed from BellSouth's Central Office, whichever period is longer. If MGC fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from MGC.

6.5 MGC shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) days prior to the commencement of any work in the Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. MGC shall arrange for BellSouth to receive thirty (30) days advance notice of cancellation from MGC's insurance company. MGC 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

6.6 MGC 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.

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

7. MECHANICS LIENS

7.1 If any mechanics lien or other liens shall be filed against property of either party (BellSouth or MGC), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other party or by reason of any changes, or additions to said property made at the request or under the direction of the other party, the other party directing or requesting those changes shall, within thirty (30) days after receipt of written notice from the party against whose property said lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. The party causing said lien to be placed against the property of the other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.

8. INSPECTIONS

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

9. SECURITY.

9.1 Only BellSouth employees, BellSouth certified vendors and authorized employees or agents of MGC will be permitted in the BellSouth Central Office. MGC 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.

10. DESTRUCTION OF COLLOCATION SPACE.

10.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for MGC'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 MGC'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 MGC, 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. MGC may, at its own expense, accelerate the rebuild of its collocated space and

equipment provided however that a certified vendor is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Vendor. If NEXTLINK'S acceleration of the project increases the cost of the project, then those additional charges will be incurred by NEXTLINK. Where allowed and where practical, MGC may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, MGC shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for MGC's permitted use, until such Collocation Space is fully repaired and restored and MGC's equipment installed therein (but in no event later than thirty (30) days after the Collocation Space is fully repaired and restored).

11. EMINENT DOMAIN

11.1 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 MGC 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.

12. NONEXCLUSIVITY

12.1 MGC understands that this Agreement is not exclusive and that BellSouth may enter into similar agreements with other parties. Assignment of space pursuant to all such agreements shall be determined by space availability and made on a first come, first served basis.

13. NOTICES

13.1 Except as otherwise provided herein, any notices or demands that are required by law or under the terms of this Agreement shall be given or made by MGC or BellSouth in writing and shall be given by hand delivery, or by certified or registered mail, and addressed to the parties as follows:

To BellSouth:	To MGC:
_____	_____
_____	_____
_____	_____
ATTN:_____	ATTN:_____

13.2 Such notices shall be deemed to have been given in the case of certified or registered mail when deposited in the United States mail with postage prepaid.

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) No greater than $1,600.00		NRC (per Arrangement, per C.O.)	ICB
Space Preparation Fee (Note 2)		NRC (per Arrangement, per C.O.)	ICB
Space Enclosure Construction Fee (Note 2)		NRC (per Arrangement, per C.O.)	$4500.00
Additional Engineering Fee (Note 3)		NRC	ICB
Cable Installation		NRC (per entrance cable)	2,750.00
Floor Space		RC (per square foot)	$7.50
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

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, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation.

(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.

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 fifty (50) square-foot increments, with a minimum space enclosure size of one hundred (100) square feet. MGC 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 MGC 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, MGC may connect to other MGCs within the designated Central Office in addition to, and not in lieu of, interconnection to BellSouth services and facilities. MGC 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 MGC. 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:

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 MGC, 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. MGC 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 MGC, MGC will be responsible for the update to the RDBS/BRIDS Bellcore database. At MGC'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 MGC. 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 MGC 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 MGC 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 MGC 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 MGC 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. MGC 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 MGC

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 MGC to report and monitor service troubles and obtain repair services. BellSouth shall offer MGC service trouble reporting in a non-discriminatory manner that provides MGC the equivalent ability to report and monitor service troubles that BellSouth provides to itself. BellSouth also provides MGC 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 MGC 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 MGC 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. MGC will migrate with BellSouth to new electronic interface system releases. BellSouth will continue to support MGC on old releases for 60 days after the date of the release. If MGC is unable or does not want to migrate within that time frame, MGC will have the option of paying a fee to maintain the old platform. BellSouth will issue documents to MGC within sufficient notice to allow MGC to make the necessary changes to their systems and operations and allow MGC 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 MGC will be

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

3.2 Single Point of Contact. MGC will be the single point of contact with BellSouth for ordering activity for unbundled network elements used by MGC 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. MGC 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 MGC 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 MGC that such an order has been processed, but will not be required to notify MGC 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 MGC 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 MGC 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 MGC requests.

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

1.3 Payment Responsibility. Payment of all charges will be the responsibility of MGC. MGC shall make payment to BellSouth for all services billed. BellSouth is not responsible for payments not received by MGC from MGC's customer. BellSouth will not become involved in billing disputes that may arise between MGC 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 MGC, the total amount billed to MGC will not include any taxes due from the end user. MGC 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, MGC 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 MGC.

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

1.10 Discontinuing Service to MGC. The procedures for discontinuing service to MGC 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 MGC 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 MGC 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 MGC to receive notices of noncompliance, discontinue the provision of existing services to MGC 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 MGC's noncompliance

continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to MGC 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, MGC's services will be discontinued. Upon discontinuance of service on MGC's account, service to the MGC's end users will be denied. BellSouth will reestablish service at the request of the end user or MGC for BellSouth to reestablish service upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures. MGC 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, MGC 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 MGC 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 MGC will develop standards, measurements, and performance requirements for a local billing measurements process. On a regular basis BellSouth will provide MGC 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 MGC 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 MGC 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 MGC 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 MGC 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 MGC 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 MGC and will coordinate all associated conversion activities.

4.5 BellSouth will receive messages from MGC 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 MGC.

4.7 All data received from MGC 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 MGC 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 MGC and will forward them to MGC on a daily basis.

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

4.11 All messages and related data exchanged between BellSouth and MGC 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 MGC 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 MGC to send data to BellSouth more than sixty (60) days past the message date(s), MGC 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 MGC 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 MGC) identified and agreed to, the company responsible for creating the data (BellSouth or

MGC) 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 MGC, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify MGC of the error condition. MGC 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, MGC 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 MGC with associated intercompany settlements reports (CATS and NICS) as appropriate.

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

4.18 RAO Compensation

4.18.1 Rates for message distribution service provided by BellSouth for MGC 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 MGC for the purpose of data transmission. Where a dedicated line is required, MGC will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. MGC 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 MGC. Additionally, all message toll charges associated with the use of the dial circuit by MGC will be the responsibility of MGC. 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 MGC end for the purpose of data transmission will be the responsibility of MGC.

4.19 Intercompany Settlements Messages

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

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

4.19.3 Once MGC 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 MGC 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 MGC 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 MGC. BellSouth will distribute copies of these reports to MGC on a monthly basis.

4.19.6 BellSouth will collect the revenue earned by MGC 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 MGC. BellSouth will remit the revenue billed by MGC 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 MGC. These two amounts will be netted together by BellSouth and the resulting charge or credit issued to MGC via a monthly Carrier Access Billing System (CABS) miscellaneous bill.

BellSouth and MGC 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 MGC, BellSouth will provide the Optional Daily Usage File (ODUF) service to MGC pursuant to the rates, terms and conditions set forth in this section.

5.2 The MGC 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 MGC customer. The Optional Daily Usage Feed also includes operator handled calls originating from MGC subscriber lines and purchasing Operator Services from BellSouth.

Charges for delivery of the Optional Daily Usage File will appear on the MGCs' 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 MGC will be the responsibility of the MGC. If, however, the MGC should encounter significant volumes of errored messages that prevent processing by the MGC within its systems, BellSouth will work with the MGC 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 MGC:

- 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 MGC.

5.6.1.4 In the event that MGC detects a duplicate on Optional Daily Usage File they receive from BellSouth, MGC will drop the duplicate message (MGC 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 MGC 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 MGC for the purpose of data transmission. Where a dedicated line is required, MGC will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. MGC 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 MGC. Additionally, all message toll charges associated with the use of the dial circuit by MGC will be the responsibility of MGC. 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 MGC end for the purpose of data transmission will be the responsibility of MGC.

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 MGC which BellSouth RAO that is sending the message. BellSouth and MGC will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by MGC and resend the data as appropriate.

The data will be packed using Bellcore EMR records.

5.6.4 PACK REJECTION

5.6.4.1 MGC 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. MGC will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to MGC by BellSouth.

5.6.5 CONTROL DATA

MGC will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate MGC 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 MGC for reasons stated in the above section.

5.6.6 TESTING

5.6.6.1 BellSouth shall send test files to MGC 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 MGC set up a production (LIVE) file. The live test may consist of MGC's employees making test calls for the types of services MGC requests on the Optional Daily Usage File. These test calls are logged by MGC, 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 MGC, 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 MGC 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 MGC'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 MGC 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 MGC'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 MGC's Account Executive.

Attachment 10

Performance Measurements

TABLE OF CONTENTS

PRE-ORDERING AND ORDERING OSS

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

PRE-ORDERING AND ORDERING OSS

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

LEGACY SYSTEM ACCESS TIMES FOR RNS

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

LEGACY SYSTEM ACCESS TIMES FOR LENS

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

PRE-ORDERING AND ORDERING OSS

OSS Interface Availability

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

ORDERING

Function:	Ordering
Measurement Overview:	When a customer calls their service provider, they expect to get information promptly regarding the progress on their order(s). Likewise, when changes must be made, such as to the expected delivery date, customers expect that they will be immediately notified so that they may modify their own plans. The order status measurements monitor, when compared to applicable BST results, that the CLEC has timely access to order progress information so that the customer may be updated or notified when changes and rescheduling are necessary.
Measurement Methodology:	1. 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) Definition: Interval for Return of a Firm Order Confirmation (FOC Interval) is the average response time from receipt of valid service order request to distribution of order confirmation. Results are provided based on four (4) hour increments within a 24 hour period, along with the percent greater than 24 hours. Methodology: • Non-Mechanized Results are based on actual data from all orders. • Mechanized Results are based on actual data for all orders from the OSS. • BST retail report not applicable. 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). Requests are provided based on four (4) hour increments within a 24 hour period, along with the percent greater than 24 hours. Definition: Reject Interval is the average reject time from receipt of service order request to distribution of rejection. Methodology: • Non-Mechanized Results are based on actual data from all orders. • Mechanized Results are based on actual data for all orders from the OSS. • BST retail report not applicable. 3. Percent Rejected Service Requests = (Total Number of Rejected Service Requests) / (Total Number of Service Requests Received) X 100. Definition: Percent Rejected Service Requests is the percent of total orders received rejected due to error or omissions. Methodology: • Manual tracking for non flow-through service requests • Mechanized tracking for flow-through service requests • BST mechanized order tracking.

ORDERING

Measurement Methodology:	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. Definition: Percent Flow-through Service Requests measures the percentage of orders submitted electronically that utilize BSTs' OSS without manual (human) intervention. Methodology: • Mechanized tracking for flow-through service requests and manual SOER error audit reports (3/31/98). Mechanized tracking for SOER errors and flow-through (4/30/98). • BST mechanized order tracking. 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 Definition: 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. Service Request Cycle Time captures both reject and commitment intervals. Results are also provided in four (4) increments within a 24 hour period, along with the percent greater than 24 hours. 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) Definition: 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. • BST retail report not applicable. 7. Speed of Answer in Ordering Center = (Total time in seconds to reach LCSC) / (Total # of Calls) in Reporting Period. Definition: Measures the average time to reach a BST representative. This can be an important measure of adequacy in a manual environment or even in a mechanized environment where CLEC service representatives have a need to speak with their BST peers. Methodology: • Mechanized tracking through LCSC Automatic Call Distributor. • Mechanized tracking through BST retail center support systems.

ORDERING

Reporting Dimensions:	Excluded Situations:
• CLEC Specific • CLEC Aggregate • BST Aggregate (Where Applicable) • State and Regional Level • Dispatch, No Dispatch, ≤ 10 and ≥ 10 Circuit Categories not available in a pre completion order mode.	• Firm Order Confirmation Interval: Invalid Service Requests, and orders received outside of normal business hours • Percent Flow-through Service Requests: Rejected Service Requests • % Rejected Service Requests: Service Requests canceled by the CLEC • Supplements on Manual Orders
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • Interval for FOC • Reject Interval • Total number of LSRs • Total number of Errors • Adjusted Error Volume • Total number of flow through service requests • Adjusted number of flow through service requests • State and Region	• Report Month • Interval for FOC • Reject Interval • Total number of LSRs • Total number of Errors • Adjusted Error Volume • Total number of flow through service requests • Adjusted number of flow through service requests • State and Region

Firm Order Confirmation Distribution Interval and Average Interval

	Mechanized LSRs	Non-Mechanized LSRs
Local Interconnection Trunks		
UNE	X	X
Resale - Residence	X	*
Resale - Business	X	*
Resale - Special	X	X
UNE - Loops w/LNP	X	X
Other**	X	X

Reject Distribution Interval and Average Interval

	Mechanized LSRs	Non-Mechanized LSRs
Local Interconnection Trunks		
UNE	X	X
Resale - Residence	X	*
Resale - Business	X	*
Resale - Special	X	X
UNE - Loops w/LNP	X	X
Other**	X	X

*** For Non-Mechanized Resale Residence and Business Orders, A Combined Residence and Business Total Is Provided.**

**** Service Requests Which Do Not Have Service Class Code Populated.**

ORDERING

Percent Rejected Service Requests

	Mechanized LSRs	Non-Mechanized LSRs	BST Percent Rejected Service Requests	
Local Interconnection Trunks			Residence	X
UNE	X	X	Business	X
Resale - Residence	X	*		
Resale - Business	X	*		
Resale - Special	X	X		
UNE - Loops w/LNP	X	X		
Other**	X	X		

Percent Flow-Through Service Requests

	Mechanized LSRs	BST Percent Rejected Service Requests	
Local Interconnection Trunks		Residence	X
UNE	X	Business	X
Resale - Residence	*		
Resale - Business	*		
Resale - Special	X		
UNE - Loops w/LNP	X		
Other**	X		

Total Service Request Cycle Time

	Mechanized LSRs	Non-Mechanized LSRs
Local Interconnection Trunks		
UNE	X	X
Resale - Residence	X	*
Resale - Business	X	*
Resale - Special	X	X
UNE - Loops w/LNP	X	X
Other**	X	X

Service Request Submissions per Request

	Mechanized LSRs
Local Interconnection Trunks	
UNE	X
Resale - Residence	*
Resale - Business	*
Resale - Special	X
UNE - Loops w/LNP	X
Other**	X

*** For Non-Mechanized Resale Residence And Business Orders, A Combined Residence and Business Total Is Provided.**

**** Service Requests Which Do Not Have Service Class Code Populated.**

ORDERING

Speed of Answer in Ordering Center

	Ave. Answer time (Sec.) / month
LCSC	X
Residence Service Center	X
Business Service Center	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 = [(Completion Date & Time) - (Order Issue Date & Time)] / (Count of Orders Completed in Reporting Period) 2. Order Completion Interval Distribution = (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, the total numbers of orders completed within the reporting interval and the interval between the issue date of each order and the completion date. For each reporting dimension, the resulting count of orders completed for each specified time period following the issue date is divided by the total number of orders completed with the resulting fraction expressed as a percentage. Definition: Average time from receipt of (confirmed) service request to actual order completion date. Methodology: • Mechanized metric from ordering system

PROVISIONING

Reporting Dimensions:	Excluded Situations:
• CLEC Specific • CLEC Aggregate • BST Aggregate • State and Regional Level • ISDN Orders included in Non Design - GA Only • Includes Orders Where Customer Requested A Due Date Beyond "Offered" Date.	• "D" and "F" Orders
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • CLEC Order Number • Order Submission Date • Order Submission Time • Order Completion Date • Order Completion Time • Service Type • Activity Type • State and Region	• Report Month • Average Order Completion Interval • Order Completion by Interval • Service Type • Activity Type • State and Region

Order Completion Interval Distribution and Average Completion Interval

RESALE RESIDENCE	Same Day	1	2	3	4	5	>5	Average Completion Interval
Dispatch								
CLEC orders								
< 10 circuits	x	x	x	x	x	x	x	x
>= 10 circuits	x	x	x	x	x	x	x	x
BST orders								
< 10 circuits	x	x	x	x	x	x	x	x
>= 10 circuits	x	x	x	x	x	x	x	x
No Dispatch								
CLEC orders								
< 10 circuits	x	x	x	x	x	x	x	x
>= 10 circuits	x	x	x	x	x	x	x	x
BST orders								
< 10 circuits	x	x	x	x	x	x	x	x
>= 10 circuits	x	x	x	x	x	x	x	x

RESALE BUSINESS	Same Day	1	2	3	4	5	>5	Average Completion Interval
Dispatch								
CLEC orders								
< 10 circuits	x	x	x	x	x	x	x	x
>= 10 circuits	x	x	x	x	x	x	x	x
BST orders								
< 10 circuits	x	x	x	x	x	x	x	x
>= 10 circuits	x	x	x	x	x	x	x	x
No Dispatch								
CLEC orders								
< 10 circuits	x	x	x	x	x	x	x	x
>= 10 circuits								
BST orders								
< 10 circuits	x	x	x	x	x	x	x	x
>= 10 circuits								

PROVISIONING

Order Completion Interval Distribution and Average Completion Interval

UNE NON DESIGN	Same Day	1	2	3	4	5	>5	Average Completion Interval
Dispatch								
< 10 Circuits	X	X	X	X	X	X	X	X
>= 10 Circuits	X	X	X	X	X	X	X	X
No Dispatch								
< 10 Circuits	X	X	X	X	X	X	X	X
>= 10 Circuits	X	X	X	X	X	X	X	X

UNE DESIGN	Same Day	1	2	3	4	5	>5	Average Completion Interval
Dispatch								
< 10 Circuits	X	X	X	X	X	X	X	X
>= 10 Circuits	X	X	X	X	X	X	X	X
No Dispatch								
< 10 Circuits	X	X	X	X	X	X	X	X
>= 10 Circuits	X	X	X	X	X	X	X	X

UNE LOOPS w/LNP*	Same Day	1	2	3	4	5	>5	Average Completion Interval
Dispatch								
< 5 Circuits	X	X	X	X	X	X	X	X
>= 5 Circuits	X	X	X	X	X	X	X	X
No Dispatch								
< 5 Circuits	X	X	X	X	X	X	X	X
>= 5 Circuits	X	X	X	X	X	X	X	X

LOCAL INTERCONNECTION TRUNKS	0 - 5	6 - 10	11 - 15	16 - 20	21 - 25	26 - 30	>30	Average Completion Interval
Dispatch	X	X	X	X	X	X	X	X
No Dispatch	X	X	X	X	X	X	X	X

RESALE DESIGN	0 - 5	6 - 10	11 - 15	16 - 20	21 - 25	26 - 30	>30	Average Completion Interval
Dispatch								
CLEC orders								
< 10 Circuits	X	X	X	X	X	X	X	X
>= 10 Circuits	X	X	X	X	X	X	X	X
BST orders								
< 10 Circuits	X	X	X	X	X	X	X	X
>= 10 Circuits	X	X	X	X	X	X	X	X
No Dispatch								
CLEC orders								
< 10 Circuits	X	X	X	X	X	X	X	X
>= 10 Circuits								
BST orders								
< 10 Circuits	X	X	X	X	X	X	X	X
>= 10 Circuits	X	X	X	X	X	X	X	X

*Note: Currently cannot separately identify UNE Loop with LNP orders. Included with UNE Design or UNE Non Design based on how ordered by the CLEC.

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 delayed orders.
Measurement Methodology:	1. Mean Held Order Interval = (Reporting Period Close Date - Committed Order Due Date) / (Number of Orders Pending and Past The Committed Due Date) for all orders pending and past the committed due date. This metric is computed at the close of each report period. The held order interval is established by first identifying all orders, at the close of the reporting interval, that both have not been reported as "completed" via a valid completion notice and have passed the currently "committed completion date" for the order. For each such order the number of calendar days between the committed completion date and the close of the reporting period is established and represents the held order interval for that particular order. The held order interval is accumulated by the standard groupings, unless otherwise noted, and the reason for the order being held, if identified. The total number of days accumulated in a category is then divided by the number of held orders within the same category to produce the mean held order interval. 2. Held Order Distribution Intervals (# of Orders Held for 90 days) / (Total # of Orders Pending But Not Completed) X 100. (# of Orders Held for 15 days) / (Total # of Orders Pending But Not Completed) X 100. This "percentage orders held" measure is complementary to the held order interval but is designed to reflect orders continuing in a "non-completed" state for an extended period of time. Computation of this metric utilizes a subset of the data accumulated for the "held order interval" measure. All orders, for which the "held order interval" equals or exceeds 90 or 15 days are counted, unless otherwise noted as an exclusion. The total number of pending and past due orders are counted (as was done for the held order interval) and divided into the count of orders held past 90 or 15 days. Definition: Average time orders continue in a "non-complete" state for an extended period of time. Methodology: • Mechanized metric from ordering system.

PROVISIONING

Reporting Dimensions:	Excluded Situations:
• CLEC Specific • CLEC Aggregate • BST Aggregate • State and Regional Level	• 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 • State and Region	• Report Month • Average Held Order Interval • Standard Error for the Average Held Order Interval • Service Type • Hold Reason • State and Region

Held Order Interval Distribution and Mean Interval

	%<10 Days			%>=15 Days			%>=90 Days			Mean Interval		
	Facilities	Equip.	Other	Facilities	Equip.	Other	Facilities	Equip.	Other	Facilities	Equip.	Other
Local Interconnection Trunks	X	X	X							X	X	X
UNE Non Design				X	X	X	X	X	X	X	X	X
UNE Design				X	X	X	X	X	X	X	X	X
Resale - Residence				X	X	X	X	X	X	X	X	X
Resale - Business				X	X	X	X	X	X	X	X	X
Resale - Design				X	X	X	X	X	X	X	X	X
UNE - Loops w-LNP*				X	X	X	X	X	X	X	X	X
BST Residence				X	X	X	X	X	X	X	X	X
BST Business				X	X	X	X	X	X	X	X	X

*Note: Currently cannot separately identify UNE Loop with LNP orders. Included with UNE Design or UNE Non Design based on how ordered by the CLEC.

PROVISIONING

Function:	Installation Timeliness, Quality & Accuracy
Measurement Overview:	The "percent missed installation appointments" measure monitors the reliability of BST commitments with respect to committed due dates to assure that CLECs can reliably quote expected due dates to their retail customer as compared to BST. Percent Provisioning Troubles within 30 days of Installation measures the quality 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. Definition: Percent of orders where completions are not done by due date on order confirmation. Misses due to CLEC End User Reasons or BST End User Reasons are excluded. 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 Definition: Measures the quality of completed orders Methodology: Mechanized metric from ordering and maintenance systems. 3. Percent Order Accuracy = (Orders Completed w/o error) / (Orders Completed) X 100. Definition: Measures the accuracy and completeness of BST provisioning service by comparing what was ordered and what was completed. Methodology: Current report based on statistical sample.

PROVISIONING

Reporting Dimensions:	Excluded Situations:
• CLEC Specific • CLEC Aggregate • BST Aggregate • State and Regional Level	• CLEC End User Reasons • BST End User Reasons
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • CLEC Order Number • Order Submission Date • Order Submission Time • Status Type • Status Notice Date • Status Notice Time • Standard Order Activity • State and Region Level	• Report Month • BST Order Number • Order Submission Date • Order Submission Time • Status Type • Status Notice Date • Status Notice Time • Standard Order Activity • State and Region Level

Percent Missed Installation Appointments

	Dispatch		No-Dispatch		Dispatch		No-Dispatch		Total Only
	<5 ckts	>=5 ckts	<5 ckts	>=5 ckts	<10 ckts	>=10 ckts	<10 ckts	>=10 ckts	
Local Interconnection Trunks									X
UNE Non Design					X	X	X	X	
UNE Design					X	X	X	X	
Resale - Residence					X	X	X	X	
Resale - Business					X	X	X	X	
Resale - Design					X	X	X	X	
UNE - Loops w/LNP*	X	X	X	X					
BST Residence					X	X	X	X	
BST Business					X	X	X	X	

Percent Provisioning Troubles within 30 days of Installation

	Dispatch	No-Dispatch	Total Only
Local Interconnection Trunks			X
UNE Non Design	X	X	
UNE Design	X	X	
Resale - Residence	X	X	
Resale - Business	X	X	
Resale - Design	X	X	
UNE - Loops w/LNP*			
BST Residence	X	X	
BST Business	X	X	

*Note: Currently cannot separately identify UNE Loop with LNP orders. Included with UNE Design or UNE Non Design based on how ordered by the CLEC.

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 and Repeated Trouble Reports in the Current Period) / (Number of Service Access Lines in Service at End of the Report Period) X 100. Note: Local Interconnection Trunks are reported only as total troubles. The 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. Definition: Initial and repeated 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:
• CLEC Specific • CLEC Aggregate • BST Aggregate • State and Regional Level	• 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 • Disposition and Cause • State and Region Level	• Report Month • BST Ticket Number • Ticket Submission Date • Ticket Submission Time • Ticket Completion Time • Ticket Completion Date • Service Type • Disposition and Cause • State and Region Level

MAINTENANCE & REPAIR (MR)

Customer Trouble Report Rate

	Dispatch	No Dispatch	Total
Local Interconnection Trunks			X
Resale Residence	X	X	X
Resale Business	X	X	X
Resale Design	X	X	X
UNE Design	X	X	X
UNE Non Design	X	X	X
UNE Loop w/LNP*			
BST			
Local Interconnection Trunks			X
Retail Residence	X	X	X
Retail Business	X	X	X
Retail Design	X	X	X

Note*: Maintenance data for UNE Loop and LNP combinations cannot be produced because they are tracked separately, WFA (Loop) and LMOS (LNP) respectively.

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. Definition: 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. Methodology: Mechanized metric from maintenance database(s).

Reporting Dimensions:	Excluded Situations:
• CLEC Specific • CLEC Aggregate • BST Aggregate • State and Regional Level	• 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 • Disposition and Cause • State and Region Level	• Report Month • BST Ticket Number • Ticket Submission Date • Ticket Submission Time • Ticket Completion Time • Ticket Completion Date • Service Type • Disposition and Cause • State and Region Level

MAINTENANCE & REPAIR (MR)

Missed Repair Appointments

	Dispatch	No Dispatch	Total
Local Interconnection Trunks**			
Resale Residence	X	X	X
Resale Business	X	X	X
Resale Design**			
UNE Design**			
UNE Non Design	X	X	X
UNE Loops w/LNP*			
BST			
Local Interconnection Trunks**			
Retail Residence	X	X	X
Retail Business	X	X	X
Retail Design**	X	X	X

Note*: Maintenance data for UNE Loop and LNP combinations cannot be produced because they are tracked separately, WFA (Loop) and LMOS (LNP) respectively.

Note**: Customer Trouble Reports related to Interconnection Trunks and Design services are not given appointments, but are handled on a priority first in, first out basis.

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 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) Definition: For Out of Service Troubles (no dial tone, cannot be called or cannot call out): the percentage of troubles cleared in excess of 24 hours. For Percent Repeat Trouble Reports within 30 Days: Trouble reports on the same line/circuit as a previous trouble report within the last 30 calendar days as a percent of total troubles reported. For Average Duration: Average time from receipt of a trouble until trouble is status cleared Methodology: Mechanized metric from maintenance database(s).

MAINTENANCE & REPAIR (MR)

Reporting Dimensions:	Excluded Situations:
• CLEC Specific • CLEC Aggregate • BST Aggregate • State and Regional Level	• 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 • Disposition and Cause • State and Region Level	• 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 • State and Region Level

Out of Service more than 24 Hours

	Dispatch	No Dispatch	Total
Local Interconnection Trunks**			
Resale Residence	X	X	X
Resale Business	X	X	X
Resale Design**			
UNE Design			
UNE Non Design	X	X	X
UNE Loops w/LNP*			
BST			
Local Interconnection Trunks**			
Retail Residence	X	X	X
Retail Business	X	X	X
Retail Design**			

Note*: Maintenance data for UNE Loop and LNP combinations cannot be produced because they are tracked separately, WFA (Loop) and LMOS (LNP) respectively.

Note**: Customer Trouble Reports related to Interconnection Trunks and Design Services are all considered as out of service and are handled on a priority first in, first out basis. A more appropriate measurement for these services is "Maintenance Average Duration".

MAINTENANCE & REPAIR (MR)

Percent Repeat Trouble within 30 Days

	Dispatch	No Dispatch	Total
Local Interconnection Trunks**			
Resale Residence	X	X	X
Resale Business	X	X	X
Resale Design	X	X	X
UNE Design	X	X	X
UNE Non Design	X	X	X
UNE Loops w/LNP*			
BST			
Local Interconnection Trunks**			
Retail Residence	X	X	X
Retail Business	X	X	X
Retail Design	X	X	X

Maintenance Average Duration

	Dispatch	No Dispatch	Total
Local Interconnection Trunks			X
Resale Residence	X	X	X
Resale Business	X	X	X
Resale Design	X	X	X
UNE Design	X	X	X
UNE Non Design	X	X	X
UNE Loops w/LNP*			
BST			
Local Interconnection Trunks			X
Retail Residence	X	X	X
Retail Business	X	X	X
Retail Design	X	X	X

Note*: Maintenance data for UNE Loop and LNP combinations cannot be produced because they are tracked separately, WFA (Loop) and LMOS (LNP) respectively.

Note**: Current WFA design does not support repeated trouble report tracking.

MAINTENANCE & REPAIR (MR)

Function:	Average Answer Time - Repair Centers
Measurement Overview:	• 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.
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 Definition: This measure demonstrates an average response time for the CLEC to contact a BST representative Methodology: Mechanized report from Repair Center Automatic Call Distributors.

Average Answer Time - Repair Centers

	Average Answer Time/Month in Seconds		
	Business Repair Center	Residence Repair Center	UNE Center
Region Total	X	X	X

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

MAINTENANCE & REPAIR (MR)

OSS MAINTENANCE AND REPAIR RESPONSE INTERVAL

	Transaction Totals			Average Response Time													
				< 4 Seconds			> 4 and < 10 Seconds			< 10.0 Sec.			> 10 Sec.			> 30 Sec.	
Transaction Name	CLEC	BST IMA	BST EDI	CLEC	BST IMA	BST EDI	CLEC	BST EDI	BST IMA	CLEC	BST EDI	BST IMA	CLEC	BST EDI	BST IMA	CLEC	BST EDI	BST IMA
CRIS																		
- Count	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
- % of Total				X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
DLETH																		
- Count	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
- % of Total				X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
DLR																		
- Count	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
- % of Total				X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
OSPCM																		
- Count	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
- % of Total				X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
LMOS																		
- Count	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
- % of Total				X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
LMOSupd																		
- Count	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
- % of Total				X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
MARCH																		
- Count	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
- % of Total				X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Predictor																		
- Count	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
- % of Total				X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
SOCS																		
- Count	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
- % of Total				X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
LNP																		
- Count	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
- % of Total				X	X	X	X	X	X	X	X	X	X	X	X	X	X	X

OSS Maintenance and Repair Interface Availability

OSS Interface	% Availability
CLEC TAFI	X
BST TAFI	X
LMOS Host	X
MARCH	X
SOCS	X

BILLING

Function:	Invoice Accuracy & Timeliness
Measurement Overview:	The accuracy of billing invoices delivered by BST to the CLEC must provide CLECs with the opportunity to deliver bills at least as accurate as those delivered by BST. Producing and comparing this measurement result for both the CLEC and BST allows a determination as to whether or not parity exists.
Measurement Methodology:	**1. Invoice Accuracy = [(Total Local Services Billed Revenues during current month) - (/Total Adjustment Revenues during current month/) / Total Local Services Billed Revenues during current month] x 100** This measure provides the percentage accuracy of the billing invoices for a CLEC by dividing the difference between the total billed revenue and total adjustment revenues by the total billed revenues during the current month. **2. Invoices Timeliness =[(Total number of billing invoices released in the current month) - (Number of billing invoices released within target number of days after the Bill Date) / (Total number of billing invoices released in the current month)] x 100** This measure provides the percentage of billing invoices for a CLEC released for delivery within target number of days after the Bill Date starting with the date after the Bill Date. CRIS-based invoices should be delivered within five (5) workdays, and CABS-based invoices should be delivered within seven (7) calendar days. **Objective:** Measures the percentage of accuracy and timeliness of billing records delivered to CLECs in an agreed upon format. **Methodology: Under Development**

Reporting Dimensions:	Excluded Situations:
• CLEC Specific • CLEC Aggregate • BST Aggregate	• Any invoices rejected due to formatting or content errors
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**

• Report Monthly
• Invoice Type
  ■ Resale
  ■ Unbundled Element Invoices (UNE)
  ■ Local Interconnection Trunks
	None

Invoice Accuracy
Reported Month:
Invoice Type:

	Total Billed Revenues	Total Adjustment Revenues	% Accuracy
CLEC A	X	X	X
CLEC AGGREGATE	X	X	X
BST AGGREGATE	X	X	X

BILLING

Invoice Timeliness
Reported Month:
Invoice Type:

	% Bills Released (by 5th Workday)	% Bills Released (by 7th Workday)
CLEC Reporting		
Region		
- Resale	X	
- UNE		X
- Local Interconnection Trunks		X
BST Aggregate		
Region		
- Retail Residence	X	
- Retail Business	X	

Function:	**Usage Data Delivery Accuracy, Timeliness & Completeness**
Measurement Overview:	The accuracy of usage records delivered by BST to the CLEC must provide CLECs with the opportunity to deliver bills at least as accurate as those delivered by BST. Producing and comparing this measurement result for both the CLEC and BST allows a determination as to whether or not parity exists.
Measurement Methodology:	**1. Usage Data Delivery Accuracy = (Total number of usage data packs sent during current month) - (Total number of usage data packs requiring retransmission during current month) / Total number of usage data packs sent during current month** This measurement captures the percentage of recorded usage and recorded usage data packets transmitted error free and in an agreed upon format to the appropriate CLEC, as well as a parity measurement against BST Data Packet Transmission. **2. Usage Data Delivery Completeness = (Total number of Recorded usage records delivered during the current month that are within thirty (30) days of the message(usage record) create date) / (Total number of Recorded usage records delivered during the current month)** This measurement provides percentage of recorded usage data (BellSouth recorded and usage recorded by other carriers) processed and transmitted to the CLEC within thirty (30) days of the message (usage record) create date. A parity measure is also provided showing completeness of BST messages processed and transmitted via CMDS. **3. Usage Data Delivery Timeliness = (Total number of usage records sent within six(6) calendar days from initial recording/receipt) / (Total number of usage records sent)** This measurement provides percentage of recorded usage data(BellSouth recorded and usage recorded by other carriers) delivered to the appropriate CLEC within six (6) calendar days from initial recording. A parity measure is also provided showing timeliness of BST messages processed and transmitted via CMDS. **Objective:** The purpose of these measurements is to demonstrate the level of quality and timeliness of processing and transmission of both types of usage data (BellSouth recorded and usage recorded before other carriers) to the appropriate CLEC. **Methodology:** The usage data will be mechanically transmitted to the CLEC data processing center once daily. Timeliness and completeness measures are reported on the same report.

BILLING

Reporting Dimensions:	Excluded Situations:
• CLEC Aggregate • CLEC Specific • BST Aggregate	• None
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Monthly • Record Type ■ CMDS (Centralized Message Delivery System) ■ Non-CMDS	• Report Monthly • Record Type

Usage Record Accuracy(Records)
Reported Month:

Reported Month	Total Usage Records Delivered	Total Records Delivered per EMR Standards	% Accuracy
CLEC A	X	X	X
CLEC Aggregate	X	X	X
BST Aggregate	X	X	X

Usage Records Timeliness and Completeness
Report Period:

CLEC A			CLEC Aggregate			BST Aggregate		
Days Delay	Total Volume	Cumulative %	Days Delay	Total Volume	Cumulative %	Days Delay	Total Volume	Cumulative %
X	X	X	X	X	X	X	X	X
X	X	X	X	X	X	X	X	X

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

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

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

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

Report Formats:
Separate Reports will be produced for Each State in the BellSouth Region:

Operator Services: Toll & Directory Assistance

REPORT: OPERATOR SERVICES TOLL AND DIRECTORY ASSISTANCE
REPORT PERIOD: XX/XX/19XX - XX/XX/19XX
STATE:

	AVERAGE SPEED TO ANSWER	% ANSWERED WITHIN "X" SECONDS
TOLL ASSISTANCE	X	% within "X" seconds
DIRECTORY ASSISTANCE	X	% within "X" seconds

E911

Function:	Timeliness and Accuracy
Business Implications:	• BellSouth's goal is to maintain 100% accuracy in the E911 database for all its CLEC resale and retail customers by correctly processing all orders for E911 database updates. The 911 database update process ensures that the CLEC's updates are handled in parity with BST's updates. BST uses Network Data Mover (NDM) to transmit both CLEC resale and BST retail E911 updates to SCC (third party E911 database vendor) once per day for the entire region. No processing distinctions are made between CLEC records and BST records. These updates are processed within 24 hours. • Facility-based CLEC E911 providers are responsible for the accuracy of their data that is input into the E911 database. Facilities-based CLEC record updates are transmitted by the CLEC directly to SCC without any BST involvement. • When BST retail or resale records experience errors in SCC's system, the errors are not returned to BST for correction. Instead, SCC handles and corrects all errors within 24 hours for both CLEC resale records and BST retail records. • BellSouth through its E911 third party vendor provides accuracy and timeliness measurements for BST and its CLEC resale customers. In addition, BellSouth through its E911 third party vendor provides an accuracy and timeliness report for facilities-based CLECs.
Measurement Methodology:	1. E911 Timeliness = (Number of Confirmed Orders) - (Number of Orders missed in Reporting Period) / (Number of Orders Confirmed in Reporting Period) X 100 Definition: Measures the percentage of missed due dates of 911 database updates Methodology: Mechanized metric from ordering system 2. E911 Accuracy = (Total number of SOIR orders for E911 updates) - [Total number of Service Order Interface Records (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 Definition: Measures the percentage of accurate 911 database updates Methodology: Mechanized metric from ordering system

Reporting Dimensions:	Excluded Situations:
• Facility-Based CLECs (Specific/Aggregate) • BST Aggregate (Includes CLEC resale customers) • State and Regional Level	• Any order canceled by the CLEC. • Order Activities of BST associated with internal or administrative use of local services
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • CLEC Order Number • Order Submission Date • Order Submission Time • Error Type • Error Notice Date • Error Notice Time • Standard Order Activity • State and Region	• Report Month • Error Type • Average number of error • Standard Order Activity • State and Region

E911

E911 Timeliness

	E911 Timeliness % within 24 Hours
CLEC A	X
CLEC AGGREGATE	X
BST AGGREGATE	X

E911 Accuracy

	E911 Accuracy %
CLEC A	X
CLEC AGGREGATE	X
BST AGGREGATE	X

TRUNK GROUP PERFORMANCE

Function:	Interconnection Trunk Performance
Measurement Overview:	In order to ensure quality service to the CLECs as well as protect the integrity of the BST network, BST collects traffic performance data on the trunk groups interconnected with the CLECs as well as all other trunk groups in the BST network.
Measurement Methodology:	1. **Comparative Trunk Group Service Summary:** Provides comparative measurements of number of trunk groups exceeding the threshold in at least one measurement interval (1 hour) during the reporting month, as well as total number of trunk groups measured. 2. **Trunk Group Service Report:** Contains the service performance results of all final trunk groups(both BST administered trunk groups and CLEC administered trunk groups) between Point of Termination(POT) and BST tandems or end offices, by region, by CLEC, CLEC Aggregate and BST aggregate. Specifically measures total number of trunk groups, number of trunk groups measured, and the number of trunk groups with blocking factors exceeding the blocking threshold in one or more 1 hour measurement intervals during the report month. 3. **Trunk Group Service Detail:** Provides detail list of all final trunk groups between POTs and BST end offices or tandems (A-end and Z-end for BST Local trunks) including the actual blocking performance when blocking exceeds the measured blocking threshold. The blocking performance includes observed blocking for a particular Trunk Group Serial Number(TGSN). Blocking thresholds for all trunk groups are 3%, except BST CTTG, which is 2%. Measured Blocking =[(Total number of Blocked Calls)/(Total number of Attempted Calls)] X 100

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

TRUNK GROUP PERFORMANCE

1. Comparative Trunk Group Service Summary

CLEC 1		CLEC Aggregate		BST CTTG		BST Local	
# Trk Grps Blocked	Total Trk Grps Measured	# Trk Grps Blocked	Total Trk Grps Measured	# Trk Grps Blocked	Total Trk Grps Measured	# Trk Grps Blocked	Total Trk Grps Measured
X	X	X	X	X	X	X	X

2. Trunk Group Service Report

CLEC 1

BST Administered	AL	GA	KY	LA	MS	NC	NF	SC	SF	TN	Region TOTAL
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
Tot Grps > 3% observed blocking	x	x	x	x	x	x	x	x	x	x	x
CLEC Administered											
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
Tot Grps > 3% observed blocking	x	x	x	x	x	x	x	x	x	x	x
TOTAL											
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
Tot Grps > 3% observed blocking	x	x	x	x	x	x	x	x	x	x	x

CLEC Aggregate

BST Administered	AL	GA	KY	LA	MS	NC	NF	SC	SF	TN	Region TOTAL
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
Tot Grps > 3% observed blocking	x	x	x	x	x	x	x	x	x	x	x
CLEC Administered											
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
Tot Grps > 3% observed blocking	x	x	x	x	x	x	x	x	x	x	x
TOTAL											
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
Tot Grps > 3% observed blocking	x	x	x	x	x	x	x	x	x	x	x
PLT1	x	x	x	x	x	x	x	x	x	x	x

TRUNK GROUP PERFORMANCE

BellSouth CTTG Trunk Group											Region
BST Administered	AL	GA	KY	LA	MS	NC	NF	SC	SF	TN	TOTAL
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
Tot Grps > 2% observed blocking	x	x	x	x	x	x	x	x	x	x	x
Independent Administered											
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
Tot Grps > 2% observed blocking	x	x	x	x	x	x	x	x	x	x	x
TOTAL											
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
Tot Grps > 2% observed blocking	x	x	x	x	x	x	x	x	x	x	x

BellSouth Local Network											Region
BST Administered	AL	GA	KY	LA	MS	NC	NF	SC	SF	TN	TOTAL
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
Tot Grps > 3% observed blocking	x	x	x	x	x	x	x	x	x	x	x

3. Trunk Group Service Detail

CLEC

ORDERED	TGSN	BST SWITCH	CLEC POT	DESC	OBSVD MAX BLKG	TKS	VAL DAYS	NBR RPTS	RMKS
X	X	X	X	X	X	X	X	X	X

BST Common Transport Trunk Group

ORDERED	TGSN	TANDEM	END OFFICE	DESC	OBSVD MAX BLKG	TKS	VAL DAYS	NBR RPTS	RMKS
X	X	X	X	X	X	X	X	X	X

BST Local Network

ORDERED	TGSN	A-End	Z-End	DESC	OBSVD MAX BLKG	TKS	VAL DAYS	NBR RPTS	RMKS
X	X	X	X	X	X	X	X	X	X

TRUNK GROUP PERFORMANCE

Trunking Definitions

Field Name	Description	Data Type
Switch	Identifier for the BellSouth end of the Trunk Group. Part of 37 character Common Language Location Identifier(CLLI) code.	AlphaNum(11)
POT	Identifier for the CLEC Point of Termination(POT)of the Trunk Group. Part of 37 character Common Location Language Identifier(CLLI) code.	AlphaNum(11)
TANDEM	Identifier for the BellSouth Tandem end of the Trunk Group. Part of 37 character Common Language Location Identifier(CLLI) code.	AlphaNum(11)
END OFFICE	Identifier for the BellSouth End Office of the Trunk Group. Part of 37 character Common Location Language Identifier(CLLI) code.	AlphaNum(11)
A-END	Identifier for the BellSouth Originating/Low Alpha end of the Trunk Group. Part of 37 character Common Language Location Identifier(CLLI) code.	AlphaNum(11)
Z-END	Identifier for the BellSouth Terminating/High Alpha end of the Trunk Group. Part of 37 character Common Location Language Identifier(CLLI) code.	AlphaNum(11)
DESCRPT	Describes function/operation of the Trunk Group. Part of 37 character Common Language Location Identifier(CLLI) code.	AlphaNum(15)
TGSN	Unique trunk group identifier. (Trunk Group Serial Number)	AlphaNum(8)
OBSVD BLKG	Blocking ratio determined from traffic data measurement.(Total number of calls blocked/Total number of calls attempted)	Numeric

TRUNK GROUP PERFORMANCE

Trunking Definitions (Continued)

Field Name	Description	Data Type
TKS	Total number of trunks in service in a trunk group	Numeric
VAL DAYS	Total number of valid days of measurement	Numeric
NBR RPTS	Number of consecutive monthly reports for which the trunk group exceeded the measured blocking threshold	Numeric(2)
RMKS	Cause of blocking and/or release plan	AlphaNum

Appendix A: Reporting Scope

Standard Service Groupings	*Pre-Order, Ordering* • Resale Residence • Resale Business • Resale Special • Local Interconnection Trunks • UNE • UNE - Loops w/LNP *Provisioning* • UNE Non-Design • UNE Design • UNE Loops w/LNP (See note Page 13) • Local Interconnection Trunks • Resale Residence • Resale Business • Resale Design • BST Trunks • BST Residence Retail • BST Business Retail *Maintenance and Repair* • Local Interconnection Trunks • UNE Non-Design • UNE Design • UNE Loops w/LNP (See note Page 17) • Resale Residence • Resale Business • BST Interconnection Trunks • BST Residence Retail • BST Business Retail Local Interconnection Trunk Group Blockage • BST CTTG Trunk Groups • CLEC Trunk Groups

Appendix A: Reporting Scope

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

Appendix B: Glossary of Acronyms and Terms

A	ACD	Automatic Call Distributor - A service that provides status monitoring of agents in a call center and routes high volume incoming telephone calls to available agents while collecting management information on both callers and attendants.
	AGGREGATE	Sum total of all items in like category, e.g. CLEC aggregate equals the sum total of all CLECs' data for a given reporting level.
	ASR	Access Service Request - A request for access service terminating delivery of carrier traffic into a Local Exchange Carrier's network.
	ATLAS	Application for Telephone Number Load Administration System - The BellSouth Operations System used to administer the pool of available telephone numbers and to reserve selected numbers from the pool for use on pending service requests/service orders.
	ATLASTN	ATLAS software contract for Telephone Number
B	BILLING	The process and functions by which billing data is collected and by which account information is processed in order to render accurate and timely billing.
	BOCRIS	Business Office Customer Record Information System - A front-end presentation manager used by BellSouth organizations to access the CRIS database.
	BRC	Business Repair Center - The BellSouth Business Systems trouble receipt center which serves large business and CLEC customers.
	BST	BellSouth Telecommunications, Inc.
C	CKTID	A unique identifier for elements combined in a service configuration
	CLEC	Competitive Local Exchange Carrier
	CMDS	Centralized Message Distribution System - Bellcore administered national system used to transfer specially formatted messages among companies.
	COFFI	Central Office Feature File Interface - A BellSouth Operations System database which maintains Universal Service Order Code (USOC) information based on current tariffs.
	COFIUSOC	COFFI software contract for feature/service information
	CRIS	Customer Record Information System - The BellSouth proprietary corporate database and billing system for non-access customers and services.
	CRSACCTS	CRIS software contract for CSR information
	CSR	Customer Service Record
	CTTG	Common Transport Trunk Group - Final trunk groups between BST & Independent end offices and the BST access tandems.

Appendix B: Glossary of Acronyms and Terms

D	DESIGN	Design Service is defined as any Special or Plain Old Telephone Service Order which requires BellSouth Design Engineering Activities
	DISPOSITION & CAUSE	Types of trouble conditions, e.g. No Trouble Found, Central Office Equipment, Customer Premises Equipment, etc.
	DLETH	Display Lengthy Trouble History - A history report that gives all activity on a line record for trouble reports in LMOS
	DLR	Detail Line Record - All the basic information maintained on a line record in LMOS, e.g. name, address, facilities, features etc.
	DOE	Direct Order Entry System - An internal BellSouth service order entry system used by BellSouth Service Representatives to input business service orders in BellSouth format.
	DSAP	DOE (Direct Order Entry) Support Application - The BellSouth Operations System which assists a Service Representative or similar carrier agent in negotiating service provisioning commitments for non-designed services and UNEs.
	DSAPDDI	DSAP software contract for schedule information
E	E911	Provides callers access to the applicable emergency services bureau by dialing a 3-digit universal telephone number.
	EDI	Electronic Data Interchange - The computer-to-computer exchange of inter and/or intra company business documents in a public standard format.
F	FLOW-THROUGH	In the context of this document, orders that are processed mechanically without human intervention.
	FOC	Firm Order Confirmation - A notification returned to the CLEC confirming that the LSR has been received and accepted, including the specified commitment date.
G		
H	HAL	"Hands Off" Assignment Logic - Front end access and error resolution logic used in interfacing BellSouth Operations Systems such as ATLAS, BOCRIS, LMOS, PSIMS, RSAG and SOCS.
	HALCRIS	HAL software contract for CSR information
I	ISDN	Integrated Services Digital Network
K		

Appendix B: Glossary of Acronyms and Terms

L	**LCSC**	Local Carrier Service Center - The BellSouth center which is dedicated to handling CLEC LSRs, ASRs, and Preordering transactions along with associated expedite requests and escalations.
	LEGACY SYSTEM	Term used to refer to BellSouth Operations Support Systems (see OSS)
	LENS	Local Exchange Negotiation System - The BellSouth LAN/web server/OS application developed to provide both preordering and ordering electronic interface functions for CLECs.
	LEO	Local Exchange Ordering - A BellSouth system which accepts the output of EDI, applies edit and formatting checks, and reformats the Local Service Requests in BellSouth Service Order format.
	LESOG	Local Exchange Service Order Generator - A BellSouth system which accepts the service order output of LEO and enters the Service Order into the Service Order Control System using terminal emulation technology.
	LMOS	Loop Maintenance Operations System - A BellSouth Operations System which stores the assignment and selected account information for use by downstream OSS and BellSouth personnel during provisioning and maintenance activities.
	LMOS HOST	LMOS host computer
	LMOSupd	LMOS updates
	LNP	Local Number Portability - In the context of this document, the capability for a subscriber to retain his current telephone number as he transfers to a different local service provider.
	LOOPS	Transmission paths from the central office to the customer premises.
	LSR	Local Service Request - A request for local resale service or unbundled network elements from a CLEC.
M	**MAINTENANCE & REPAIR**	The process and function by which trouble reports are passed to BellSouth and by which the related service problems are resolved.
	MARCH	A BellSouth Operations System which accepts service orders, interprets the coding contained in the service order image, and constructs the specific switching system Recent Change command messages for input into end office switches.
N	**NC**	"No Circuits" - All circuits busy announcement

Appendix B: Glossary of Acronyms and Terms

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

Appendix B: Glossary of Acronyms and Terms

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

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 MGC 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	21.83%
Business Service:	16.81%

3. Unbundled Network Elements

The prices that MGC 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 MGC does not need when two or more Network Elements are combined in a single order. BellSouth and MGC shall work together to mutually agree upon the total non-recurring and recurring charge(s) to be paid by MGC when ordering multiple Network Elements. If the parties cannot agree to the total non-recurring and recurring charge(s) to be paid by MGC 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 Local Interconnection (Call Transport and Termination)

The prices that MGC 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. These rates are regional rates and shall apply for all nine states. 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). MGC 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

The Rates for Operational Support systems mentioned above interim and subject to modification based upon receipt of a final, non-appealable order by the Florida Public Service Commission.

BELLSOUTH/MGC RATES - FLORIDA
LOCAL INTERCONNECTION AND UNBUNDLED NETWORK ELEMENTS

NID	
NRC - NID per 2-Wire Loops--Manual Svc Order--1st	NA
NRC - NID per 2-Wire Loops--Manual Svc Order—Add'l	NA
NRC - NID per 2-Wire Loops--Manual Svc Order—Disconnect	NA
NRC - NID per 4-Wire Loops--Manual Svc Order--1st	NA
NRC - NID per 4-Wire Loops--Manual Svc Order—Add'l	NA
NRC - NID per 4-Wire Loops--Manual Svc Order—Disconnect	NA
NID (all types), per month	$0.76 (interim rate)
NID per 2-Wire Analog VG Loop, Per Month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NID per 4-Wire Analog VG Loop, Per Month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NID per 2-Wire ISDN Digital VG Loop, Per Month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NID per 2-Wire Asymmetrical Dig Subscriber Line (ADSL) Loop, Per Mo.	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NID per 2-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NID per 4-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NID per 4-Wire 56 or 64 Kbps Dig Grade Loop	NA
NRC - 1st	NA
NRC - Add'l	NA

NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
Nonrecurring Charge - customer transfer, feature additions, changes (1)	NA
LOOP, EXCLUDING NID	
2-Wire Analog VG Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire Analog VG Loop (Customized), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire Analog VG Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire ISDN Digital Grade Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire ADSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire HDSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire HDSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
LOOP, INCLUDING NID	
NRC - 2-Wire Loops—Incremental Cost—Manual Svc Order–1st	NA
NRC - 2-Wire Loops—Incremental Cost—Manual Svc Order–Add'l	NA
NRC - 2-Wire Loops—Incremental Cost—Manual Svc Order—Disconnect	NA
NRC - 4-Wire Loops (Exclud DS1)—Incremental Cost–Manual Svc Order–1st	NA
NRC - 4-Wire Loops (Exclud DS1)—Incremental Cost–Manual Svc Order–Add'l	NA
NRC - 4-Wire Loops (Exclud DS1)—Incremental Cost–Manual Svc Order—Disconnect	NA
2-Wire Analog VG Loop, per month	$17.00
NRC - 1st	$140.00
NRC - Add'l	$42.00
2-Wire Analog VG Loop-SL1, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
2-Wire Analog VG Loop-SL1-Manual Order Coord	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
2-Wire Analog VG Loop-SL2, per month	NA

NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
2-Wire Analog VG Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire Analog VG Loop (Customized), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire Analog VG Loop, per month	$30.00
NRC - 1st	$141.00
NRC - Add'l	$43.00
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
4-Wire Analog VG Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire ISDN Digital Grade Loop, per month	$40.00
NRC - 1st	$306.00
NRC - Add'l	$283.00
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
2-Wire ISDN Digital Grade Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire Asymmetrical Dig Subscriber Line (ADSL)/Compatible Loop, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
2-Wire ADSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire Asymmetrical Dig Subscriber Line (ADSL)/ISDN Loop, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire High Bit Rate Dig Subscriber Line (HDSL)/Compatible Loop, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
2-Wire HDSL Loop (Standard), per month	NA
NRC - 1st	NA

NRC - Add'l	NA
4-Wire High Bit Rate Dig Subscriber Line (HDSL)/Compatible Loop, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
4-Wire HDSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire DS1 Digital Loop, per month	$80.00
NRC - 1st	$540.00
NRC - Add'l	$465.00
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost--Manual Svc Order-1st	NA
NRC - Incremental Cost--Manual Svc Order-Addl	NA
NRC - Incremental Cost--Manual Svc Order-Disconnect	NA
NRC - Order Coordination for Specified Conversion Time	NA
4-Wire 56 or 64 Kbps Dig Grade Loop, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
Unbundled Loops via IDLC	NA
SUB-LOOPS	
Sub-Loop 2-Wire Analog	
Loop Feeder per 2-Wire Analog VG Loop, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
Loop Distribution per 2-Wire Analog VG Loop (Including NID), per month	$7.00(interim rate)
NRC - 1st	BFR
NRC - Add'l	BFR
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
Loop Distribution per 2-Wire Analog VG Loop (Excluding NID), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
Loop Concentration - Channelization Sys (Outside CO), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA

NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost--Manual Svc Order - 1st	NA
NRC - Incremental Cost--Manual Svc Order - Add'l	NA
NRC - Incremental Cost--Manual Svc Order - Disconnect	NA
Working Plug-In 2-Wire, NRC 1st	NA
Working Plug-In 2-Wire, NRC Add'l	NA
Loop Concentration - Remote Terminal Cabinet (Outside CO)	NA
Loop Concentration - Remote Channel Interface - 2-Wire VG (Outside CO), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
Loop Channelization System (Inside C.O.)	
Loop Channelization Sys-Dig Loop Carrier per Mo. (DS1 to VG), per month	$480.00
NRC - 1st	$350.00
NRC - Add'l	$90.00
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost--Manual Svc Order - 1st	NA
NRC - Incremental Cost--Manual Svc Order - Add'l	NA
NRC - Incremental Cost--Manual Svc Order - Disconnect	NA
CO Channel Interface-2-Wire VG Per Circuit, Per Month	$1.50
NRC - 1st	$5.75
NRC - Add'l	$5.50
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
UNBUNDLED LOCAL	
2-Wire Analog Line Port (Res., Bus.), per month	$2.00
NRC - 1st (all types)	$38.00
NRC - Add'l (all types)	$15.00
NRC - 1st (Residence)	NA
NRC - Add'l (Residence)	NA
NRC - 1st (Business)	NA
NRC - Add'l (Business)	NA
NRC - 1st (PBX)	NA
NRC - Add'l (PBX)	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost--Manual Svc Order - 1st	NA
NRC - Incremental Cost--Manual Svc Order - Add'l	NA
NRC - Incremental Cost--Manual Svc Order - Disconnect	NA
4-Wire Analog VG Port, per month	$10.00 (interim rate)
NRC - 1st	$38.00 (interim rate)
NRC - Add'l	$15.00 (interim rate)
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost--Manual Svc Order - 1st	NA
NRC - Incremental Cost--Manual Svc Order - Add'l	NA
NRC - Incremental Cost--Manual Svc Order - Disconnect	NA
2-Wire DID Port, per month	TBD

NRC - 1st	TBD
NRC - Add'l	TBD
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost--Manual Svc Order - 1st	NA
NRC - Incremental Cost--Manual Svc Order - Add'l	NA
NRC - Incremental Cost--Manual Svc Order - Disconnect	NA
4-Wire DID Port, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost--Manual Svc Order - 1st	NA
NRC - Incremental Cost--Manual Svc Order - Add'l	NA
NRC - Incremental Cost--Manual Svc Order - Disconnect	NA
4-Wire DS1 Port w/DID capability, per month	$125.00
NRC - 1st	$112.00
NRC - Add'l	$91.00
2-Wire ISDN Port(2) (3), per month	$13.00
NRC - 1st	$88.00
NRC - Add'l	$66.00
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost--Manual Svc Order - 1st	NA
NRC - Incremental Cost--Manual Svc Order - Add'l	NA
NRC - Incremental Cost--Manual Svc Order-Disconnect 1st	NA
NRC - Incremental Cost--Manual Svc Order-Disconnect Addl	NA
NRC - User Profile per B Channel (4)	NA
4-Wire ISDN Port, per month	TBD
NRC - 1st	TBD
NRC - Add'l	TBD
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost--Manual Svc Order - 1st	NA
NRC - Incremental Cost--Manual Svc Order - Add'l	NA
NRC - Incremental Cost--Manual Svc Order-Disconnect 1st	NA
NRC - Incremental Cost--Manual Svc Order-Disconnect Addl	NA
4-Wire ISDN DS1 Port, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost--Manual Svc Order - 1st	NA
NRC - Incremental Cost--Manual Svc Order - Add'l	NA
NRC - Incremental Cost--Manual Svc Order-Disconnect 1st	NA
NRC - Incremental Cost--Manual Svc Order-Disconnect Addl	NA
2-Wire Analog Line Port (PBX), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost--Manual Svc Order - 1st	NA

NRC - Incremental Cost--Manual Svc Order - Add'l	NA
NRC - Incremental Cost--Manual Svc Order-Disconnect	NA
2-Wire Analog Hunting, per line per month	NA
NRC - 1st	NA
NRC - Add'l	NA
Coin Port, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost--Manual Svc Order - 1st	NA
NRC - Incremental Cost--Manual Svc Order - Add'l	NA
NRC - Incremental Cost--Manual Svc Order-Disconnect	NA
Vertical Features	
Local Switching Features offered with Port, Per month	No additional charge
Subsequent Order Charge--Electronic	NA
Subsequent Order Charge--Incremental Cost--Manual Svc Order	NA
Unbundled End Office Switching (Port Usage)	
End Office Switching Function, per mou	$0.0175
End Office Switching Function, add'l mou (5)	$0.005
End Office Interoffice Trunk Port--Shared, per mou	NA
Unbundled Tandem Switching (Port Usage) (Local or Access Tandem)	
Tandem Switching Function per mou	$0.00029
Tandem Interoffice Trunk Port--Shared per mou	NA
Tandem Intermediary Charge, per mou (This charge is applicable only to intermediary traffic and is applied in addition to applicable switching and/or interconnection charges.)	NA
UNBUNDLED TRANSPORT	
Common (Shared) Transport	
Common (Shared) Transport per mile per mou	$0.000012
Common (Shared) Transport Facilities Termination per mou	$0.0005
Interoffice Transport - Dedicated - VG	
Interoffice Transport - Dedicated - 2-Wire VG - per mile	NA
Interoffice Transport - Dedicated - 2-Wire VG - facilities termination per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost--Manual Svc Order - 1st	NA
NRC - Incremental Cost--Manual Svc Order - Add'l	NA
NRC - Incremental Cost--Manual Svc Order-Disconnect--1st	NA
NRC - Incremental Cost--Manual Svc Order-Disconnect--Addl	NA
Interoffice Transport - Dedicated - DS0 - 56/64 KBPS	
Interoffice Transport - Dedicated - DS0 - per mile per month	NA
Interoffice Transport - Dedicated - DS0 - facilities termination per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost--Manual Svc Order - 1st	NA

NRC - Incremental Cost--Manual Svc Order - Add'l	NA
NRC - Incremental Cost--Manual Svc Order-Disconnect--1st	NA
NRC - Incremental Cost--Manual Svc Order-Disconnect--Addl	NA
Interoffice Transport - Dedicated - DS1	
Interoffice Transport - Dedicated - DS1 - per mile per month	$1.60
Interoffice Transport - Dedicated - DS1 - facilities termination per month	$59.75
NRC - 1st	$100.49 (interim rate)
NRC - Add'l	$100.49 (interim rate)
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost--Manual Svc Order - 1st	NA
NRC - Incremental Cost--Manual Svc Order - Add'l	NA
NRC - Incremental Cost--Manual Svc Order-Disconnect--1st	NA
NRC - Incremental Cost--Manual Svc Order-Disconnect--Addl	NA
Interoffice Transport - Dedicated - DS3	
Interoffice Transport - Dedicated - DS3 - per mile per month	NA
Interoffice Transport - Dedicated - DS3 - facilities termination per month	NA
NRC - 1st	NA
NRC - Add'l	NA
Digital Cross Connects (3/3, 3/1, 1/0)	NA
Unbundled Exchange Access IOC	
0-8 Miles, Fixed per month	NA
Per mile per month	NA
NRC 1st	NA
NRC Add'l	NA
9-25 Miles, Fixed per month	NA
Per mile per month	NA
NRC 1st	NA
NRC Add'l	NA
Over 25 Miles, Fixed per month	NA
Per mile per month	NA
NRC 1st	NA
NRC Add'l	NA
Local Channel - Dedicated	
Local Channel - Dedicated - 2-Wire VG	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost--Manual Svc Order - 1st	NA
NRC - Incremental Cost--Manual Svc Order - Add'l	NA
NRC - Incremental Cost--Manual Svc Order-Disconnect	NA
Local Channel - Dedicated - 4-Wire VG	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost--Manual Svc Order - 1st	NA
NRC - Incremental Cost--Manual Svc Order - Add'l	NA
NRC - Incremental Cost--Manual Svc Order-Disconnect	NA
Local Channel - Dedicated - DS1	NA
NRC - 1st	NA

NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost--Manual Svc Order	NA
NRC - Incremental Cost--Manual Svc Order-Disconnect	NA
VIRTUAL COLLOCATION	
Virtual Collocation	Tariff Rates
LOCAL USAGE	
Intraoffice per mou	NA
Interoffice per mou (assumes 5 miles of transport)	NA
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	
End Office Interconnection/Switching, per mou	$.002
Tandem Interconnection/Switching, per mou	$.00029
Tandem Interconnection (assumes 5 miles of transport per mou)	NA
Transport	Network element prices for shared/common and dedicated transport apply as appropriate.
Tandem Switch + Transport	$.00125
Combined Tandem Switch Interconnection	$.00325
Multi-tandem Interconnection	NA
800 ACCESS	TBD
800 Access Ten Digit Screening (all types), per call (7)	NA
800 Access Ten Digit Screening Svc. W/800 No. Delivery, per query	NA
800 Access Ten Digit Screening Svc. W/800 No. Delivery, for 800 Numbers, w/Optional Complex Features, per query	NA
800 Access Ten Digit Screening Svc. W/POTS No. Delivery, per query	NA
800 Access Ten Digit Screening Svc. W/POTS No. Delivery, w/Optional Complex Features, per query	NA
800 Access Ten Digit Screening Svc. W/800 No. Delivery, per message	NA
800 Access Ten Digit Screening Svc. W/800 No. Delivery, for 800 Numbers, w/Optional Complex Features, per message	NA
800 Access Ten Digit Screening Svc. W/POTS No. Delivery, per message	NA
800 Access Ten Digit Screening Svc. W/POTS No. Delivery, w/Optional Complex Features, per message	NA
Reservation Charge per 800 number reserved--NRC - 1st	NA
Reservation Charge per 800 number reserved--NRC - Add'l	NA
Per 800 # Established w/o POTS (w/800 No.) Translations	
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
Per 800 # Established with POTS Translations	
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
Customized Area of Service per 800 Number	

NRC - 1st	NA
NRC - Add'l	NA
Multiple Inter LATA Carrier Routing per Carrier Requested per 800 #	
NRC - 1st	NA
NRC - Add'l	NA
Change Charge per request	
NRC - 1st	NA
NRC - Add'l	NA
Call Handling and Destination Features - NRC	NA
Reserv Chg per 800 # Reserved - Incrm Cost-Manual Svc Order	NA
Per 800 # Est'd w/o POTS Transl-Incrm Cost-Manual Svc Order	
NRC	NA
NRC - Disconnect Chg	NA
Per 800 # Est'd with POTS Transl-Incrm Cost Manual Svc Order	
NRC	NA
NRC - Disconnect Chg	NA
Chng Chrg/Request-Incrm Cost-Manual Svc Order-NRC	NA
[illegible]	TBD
LIDB Common Transport per query	NA
LIDB Validation per query	NA
LIDB Validation per message	NA
LIDB Originating Point Code Establishment or Change - NRC	NA
LIDB - Incremental Cost - Manual Svc Order - NRC	NA
CCS7 [illegible]	
CCS7 Signaling Connection, per link (A link) per month	$5.00
NRC	$400.00
NRC - Disconnect	NA
CCS7 Signaling Connection, per link (B link) (also known as D link) per month	$5.00
NRC	$400.00
NRC - Disconnect	NA
CCS7 Signaling Termination, per STP port per month	$113.00
CCS7 Signaling Usage, per ISUP message	$0.00001
CCS7 Signaling Usage, per TCAP message	$0.00004
CCS7 Signaling Usage Surrogate, per link per LATA per mo (8)	$64.00
CCS7 Signaling - Incremental Cost - Manual Svc Order	
NRC	NA
NRC - Disconnect	NA
[illegible]	
OSS Interactive Ordering and Trouble Maint, Estab, per user per month	$50.00
NRC	$100.00
OSS OLEC Daily Usage File: Recording, per message	$.008
OSS OLEC Daily Usage File: Message Processing , per message	$.004
OSS Access Daily Usage File: Message Processing , per message	$.004
OSS OLEC Daily Usage File: Message Distribution, per magnetic tape provisioned	$54.95
OSS Access Daily Usage File: Message Distribution, per magnetic tape provisioned	$54.95
OSS OLEC Daily Usage File: Data Transmission (CONNECT:DIRECT), per message	$.001
OSS Access Daily Usage File: Data Transmission	$.001

(CONNECT:DIRECT), per message	
OSS Order charge, per electronic order, per end user account	$10.80
Surcharge for manually placed orders, per end user account	$22.00
OPERATOR [illegible] PROCESSING	
Oper. Provided Call Handling per min - Using BST LIDB	$1.00
Call Completion Access Termination Charge per call attempt	NA
Oper. Provided Call Handling per min - Using Foreign LIDB	$1.00
Call Completion Access Termination Charge per call attempt	NA
Operator Provided Call Handling, per call	NA
Fully Automated Call Handling per call - Using BST LIDB	$0.10
Fully Automated Call Handling per call - Using Foreign LIDB	$0.10
[illegible]	
Verification, per minute	NA
Verification and Emergency Interrupt, per minute	NA
Verification, per call	$0.80
Verification and Emergency Interrupt, per call	$1.00
DIRECTORY [illegible]	
Directory Assist Call Completion Access Svc (DACC), per call attempt	$$0.03
Call Completion Access Term charge per completed call	NA
Number Services Intercept per query	$0.01
Number Services Intercept per Intercept Query Update	NA
Directory Assistance Access Service Calls, per call	$0.25
Recording cost per announcement	NA
Loading cost per audio unit	NA
Directory Transport	
Directory Transport - Local Channel DS1, per month	$133.81 (interim rate)
NRC - 1st	$866.67 (interim rate)
NRC - Add'l	$486.83 (interim rate)
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost-Manual Svc Order - NRC	NA
NRC - Incremental Cost-Manual Svc Order - NRC-Disconnect	NA
Directory Transport - Dedicated DS1 Level Interoffice per mile per mo	$16.75 (interim rate)
Directory Transport - Dedicated DS1 Level Interoffice per facility termination per mo	$59.75 (interim rate)
NRC - 1st	$100.49 (interim rate)
NRC - Add'l	$100.49 (interim rate)
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost-Manual Svc Order - NRC-1st	NA
NRC - Incremental Cost-Manual Svc Order - NRC-Add'l	NA
NRC - Incremental Cost-Manual Svc Order - NRC-Disconnect-1st	NA
NRC - Incremental Cost-Manual Svc Order - NRC-Disconnect-Add'l	NA
Switched Common Transport per DA Access Service per call	$0.0003
Switched Common Transport per DA Access Service per call per mile	$0.00001
Access Tandem Switching per DA Access Service per call	$0.00055
DA Interconnection, per DA Access Service Call	NA
Directory Transport-Installation NRC, per trunk or signaling connection	
NRC - 1st	NA
NRC - Add'l	NA

NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
Directory Assistance Database Service (DADS)	
Directory Assistance Database Service cost per listing	$0.001
Directory Assistance Database Service, per month	$100.00
Direct Access to Directory Assistance (DADAS)	
Direct Access to Directory Assistance Service, per month	$5,000.00
Direct Access to Directory Assistance Service, per query	$0.01
Direct Access to Directory Assistance Service, svc estab chg-NRC	$820.00
Direct Access to Directory Assistance Service, svc estab chg-NRC-Disct	NA
INTERIM SERVICE PROVISIONING RCF	
RCF, per number ported (Business Line), 10 paths	NA
RCF, per number ported (Residence Line), 6 paths	NA
RCF, per number ported (Business Line), each path	NA
RCF, per number ported (Residence Line), each path	NA
RCF, per number ported (Res or Bus Line)	NA
NRC	NA
NRC - Disconnect Chg	NA
RCF, add'l capacity for simultaneous call forwarding, per additional path	NA
RCF, per service order, per location - NRC - 1st	NA
RCF, per service order, per location - NRC - Add'l	NA
RCF, per service order, per location - NRC - Disconnect - 1st	NA
RCF, per service order, per location - NRC - Disconnect - Add'l	NA
Svc Provider No. Portability - Incremental Cost-Manual Svc Order	
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
INTERIM SERVICE PROVISIONING DID	
DID per number ported, Residence - NRC	NA
DID per number ported, Residence - NRC - Disconnect	NA
DID per number ported, Business - NRC	NA
DID per number ported, Business - NRC - Disconnect	NA
DID per service order, per location - NRC - 1st	NA
DID per service order, per location - NRC - Add'l	NA
DID per service order, per location - NRC - Disconnect - 1st	NA
DID per service order, per location - NRC - Disconnect - Add'l	NA
DID, per trunk termination, Initial	NA
DID, per trunk termination, Initial - NRC	NA
DID, per trunk termination, Initial - Disconnect	NA
DID, per trunk termination, Subsequent	NA
DID, per trunk termination, Subsequent - NRC	NA
DID, per trunk termination, Subsequent - Disconnect	NA
Svc Provider No. Portability - Incremental Cost-Manual Svc Order	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA

ACCESS TO [illegible] CONDUITS & RIGHTS OF WAY	
Access to Poles, per pole, per foot, per year	NA
Access to Conduits, per foot, per year	NA
Access to Innerduct, per foot, per year	NA
AIN	
AIN Related Services with mediation, per query	TBD
AIN, per message	$0.00004(interim)
AIN - BellSouth AIN SMS Access Service	
AIN SMS Access Svc - Svc Estab per state, initial setup - NRC	NA
AIN SMS Access Svc - Svc Estab per state, initial setup - NRC - Disconnect	NA
AIN SMS Access Svc - Port Connection-Dial/Shared Access - NRC	NA
AIN SMS Access Svc - Port Connection-Dial/Shared Access - NRC-Disconnect	NA
AIN SMS Access Svc - Port Connection - ISDN Access - NRC	NA
AIN SMS Access Svc - Port Connection - ISDN Access - NRC - Disconnect	NA
AIN SMS Access Svc - User ID Codes - per User ID Code - NRC	NA
AIN SMS Access Svc - User ID Codes - per User ID Code - NRC - Disconnect	NA
AIN SMS Access Svc - Security Card per User ID Code, initial or replacement-NRC	NA
AIN SMS Access Svc - Security Card per User ID Code, initial or replacement-NRC - Disconnect	NA
AIN SMS Access Service - Storage, per unit (100 Kb)	NA
AIN SMS Access Service - Session, per minute	NA
AIN SMS Access Service - Co. Performed Session, per minute	NA
AIN - BellSouth AIN Toolkit Service	
AIN, Service Creation Tools (6)	TBD
Service Establishment Charge, per state, initial setup - NRC	NA
Service Establishment Charge, per state, initial setup - NRC - Disconnect	NA
Training Session, per customer - NRC	NA
Trigger Access Charge, per trigger, per DN, Term. Attempt - NRC	NA
Trigger Access Charge, per trigger, per DN, Term. Attempt - NRC - Disconnect	NA
Trigger Access Charge, per trigger per DN, Off-Hook Delay - NRC	NA
Trigger Access Charge, per trigger per DN, Off-Hook Delay - NRC - Disconnect	NA
Trigger Access Charge, per trigger, per DN, Off-Hook Immediate - NRC	NA
Trigger Access Charge, per trigger, per DN, Off-Hook Immediate - Disconnect	NA
Trigger Access Charge, per trigger, per DN, 10-Digit PODP - NRC	NA
Trigger Access Charge, per trigger, per DN, 10-Digit PODP - Disconnect	NA
Trigger Access Charge, per trigger, per DN, CDP - NRC	NA
Trigger Access Charge, per trigger, per DN, CDP - Disconnect	NA
Trigger Access Charge, per trigger, per DN, Feature Code - NRC	NA
Trigger Access Charge, per trigger, per DN, Feature Code - Disconnect	NA
Query Charge, per query	NA
Type 1 Node Charge, per AIN Toolkit Subscription, per node, per query	NA
SCP Storage Charge, per SMS Access Acct, per 100 Kb	NA

Monthly report - per AIN Toolkit Service Subscription	NA
Monthly report - per AIN Toolkit Service Subscription - NRC	NA
Monthly report - per AIN Toolkit Service Subscription - NRC - Disconnect	NA
Special Study - Per AIN Toolkit Service Subscription	NA
Special Study - Per AIN Toolkit Service Subscription - NRC	NA
Call Event Report - per AIN Toolkit Service Subscription	NA
Call Event Report - per AIN Toolkit Service Subscription - NRC	NA
Call Event Report - per AIN Toolkit Service Subscription - NRC - Disconnect	NA
Call Event special Study - per AIN Toolkit Service Subscription	NA
Call Event special Study - per AIN Toolkit Service Subscription - NRC	NA
CNAM, Per Query	NA
Per each four-fiber dry fiber arrangement, NRC 1st	NA
Per each four-fiber dry fiber arrangement, NRC Add'l	NA
Per each fiber strand per route mile or fraction thereof, per month	NA
Per Line or PBX Trunk, each	NA
Per Line or PBX Trunk, NRC	NA
Note(s): (1) In states where a specific NRC for customer transfer, feature additions and changes is not stated, the applicable NRC from the appropriate tariff applies. (2) Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports. (3) Access to B Channel or D Channel Packet capabilities will be available only through Bona Fide Request/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process. (4) This rate element is for those states which have a specific rate for User Profile per B Channel. (5) This rate element is for use in those states with a different rate for additional minutes of use. (6) BellSouth and MGC 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. (7) This rate element is for those states w/o separate rates for 800 calls with 800 No. Delivery vs. POTS No. Delivery and calls with Optional Complex Features vs. w/o Optional Complex Features. (8) This charge is only applicable where signaling usage measurement or billing capability does not exist. (9) Rates for access to Poles, Ducts, Conduits and Rights-of-Way are negotiated with BellSouth's Competitive Structure Provisioning Center.	

Attachment 11

Rates

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 MGC 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	20.30%
Business Service:	17.30%

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

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

The prices that MGC 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. These rates are regional rates and shall apply for all nine states. 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). MGC 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 1.

7. **Recorded Usage Data**

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

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. **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 electronic order[1]	Surcharge for manually placed orders[1]
GEORGIA	$200.00	$550.00 per first 1000 electronic orders[1] $110.00 per each add'l 1000 electronic orders	Note[2]	$22.00[3] Note[4]

[1] The charge per order applies on a per end user account basis.
[2] The Georgia Public Service Commission (PSC) ordered in Docket No. 7061-U that there would be no OSS charge within the charge per electronic order column. Instead, the Georgia PSC ordered monthly recurring charges based on number of orders.
[3] Applies to Resale only
[4] Applies to UNEs - Incremental cost for manual service order vs. electronic is assessed on an elemental basis as set forth in Attachment 11.

TABLE 1
BELLSOUTH/MGC RATES - GEORGIA
LOCAL INTERCONNECTION AND UNBUNDLED NETWORK ELEMENTS

NIDs	
NRC - NID per 2-Wire Loops—Incremental-Manual Svc Order-1st	$18.94
NRC - NID per 2-Wire Loops—Incremental-Manual Svc Order-Add'l	$8.42
NRC - NID per 2-Wire Loops—Incremental-Manual Svc Order-Disconnect	NA
NRC - NID per 4-Wire Loops—Incremental-Manual Svc Order--1st	$18.94
NRC - NID per 4-Wire Loops—Incremental-Manual Svc Order--Add'l	$8.42
NRC - NID per 4-Wire Loops—Incremental-Manual Svc Order - Disconnect	NA
NID (all types), per month	NA
NID per 2-Wire Analog VG Loop, Per Month	$1.10
NRC - 1st	$2.10
NRC - Add'l	$2.10
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NID per 4-Wire Analog VG Loop, Per Month	$1.21
NRC - 1st	$2.10
NRC - Add'l	$2.10
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NID per 2-Wire ISDN Digital VG Loop, Per Month	$1.10
NRC - 1st	$2.10
NRC - Add'l	$2.10
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NID per 2-Wire Asymmetrical Dig Subscriber Line (ADSL) Loop, Per Mo.	$1.10
NRC - 1st	$2.10
NRC - Add'l	$2.10
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NID per 2-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop	$1.10
NRC - 1st	$2.10
NRC - Add'l	$2.10
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NID per 4-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop	$1.21
NRC - 1st	$2.10
NRC - Add'l	$2.10
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NID per 4-Wire 56 or 64 Kbps Dig Grade Loop	$1.21
NRC - 1st	$2.10
NRC - Add'l	$2.10
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA

Nonrecurring Charge - customer transfer, feature additions, changes (1)	NA
LOOP, EXCLUDING NID	
2-Wire Analog VG Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire Analog VG Loop (Customized), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire Analog VG Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire ISDN Digital Grade Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire ADSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire HDSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire HDSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
LOOP, INCLUDING NID	
NRC - 2-Wire Loops—Incremental Cost—Manual Svc Order--1st	NA
NRC - 2-Wire Loops—Incremental Cost—Manual Svc Order--Add'l	NA
NRC - 2-Wire Loops—Incremental Cost—Manual Svc Order -- Disconnect	NA
NRC - 4-Wire Loops (Exclud DS1)—Incremental Cost--Manual Svc Order--1st	NA
NRC - 4-Wire Loops (Exclud DS1)—Incremental Cost--Manual Svc Order--Add'l	NA
NRC - 4-Wire Loops (Exclud DS1)—Incremental Cost--Manual Svc Order—Disconnect	NA
2-Wire Analog VG Loop, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire Analog VG Loop-SL1, per month	$16.51
NRC - 1st	$42.54
NRC - Add'l	$31.33
NRC-Incremental Cost--Manual Svc Oder--1st	$18.94
NRC-Incremental Cost--Manual Svc Order—Add'l	$8.42
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	$34.22
2-Wire Analog VG Loop-SL1-Manual Order Coord	NA
NRC - 1st	$36.46
NRC - Add'l	$36.46
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA

2-Wire Analog VG Loop-SL2, per month	$19.57
NRC - 1st	$104.17
NRC - Add'l	$78.10
NRC-Incremental Cost--Manual Svc Order- 1st	$18.94
NRC-Incremental Cost--Manual Svc Order-Add'l	$8.42
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	$34.22
2-Wire Analog VG Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire Analog VG Loop (Customized), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire Analog VG Loop, per month	$ $25.86
NRC - 1st	$206.95
NRC - Add'l	$170.57
NRC-Incremental Cost--Manual Svc Order—1st	$18.94
NRC-Incremental Cost--Manual Svc Order—Add'l	$8.42
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	$34.22
4-Wire Analog VG Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire ISDN Digital Grade Loop, per month	$25.43
NRC - 1st	$233.38
NRC - Add'l	$180.35
NRC-Incremental Cost--Manual Svc Order—1st	$18.94
NRC-Incremental Cost--Manual Svc Order—Add'l	$8.42
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	$34.22
2-Wire ISDN Digital Grade Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire Asymmetrical Dig Subscriber Line (ADSL)/Compatible Loop, per month	$13.05
NRC - 1st	$359.73
NRC - Add'l	$325.15
NRC-Incremental Cost--Manual Svc Order-1st	$18.94
NRC-Incremental Cost--Manual Svc Order-Add'l	$8.42
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	$34.22
2-Wire ADSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire Asymmetrical Dig Subscriber Line (ADSL)/ISDN Loop, per month	NA
NRC - 1st	NA

NRC - Add'l	NA
2-Wire High Bit Rate Dig Subscriber Line (HDSL)/Compatible Loop, per month	$9.15
NRC - 1st	$359.73
NRC - Add'l	$325.15
NRC-Incremental Cost--Manual Svc Order-1st	$18.94
NRC-Incremental Cost--Manual Svc Order-Add'l	$8.42
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	$34.22
2-Wire HDSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire High Bit Rate Dig Subscriber Line (HDSL)/Compatible Loop, per month	$12.07
NRC - 1st	$378.86
NRC - Add'l	$344.28
NRC-Incremental Cost--Manual Svc Order-1st	$18.94
NRC-Incremental CostManual Svc Order-Add'l	$8.42
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	$34.22
4-Wire HDSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire DS1 Digital Loop, per month	$64.52
NRC - 1st	$429.98
NRC - Add'l	$268.18
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost—Manual Svc Order-1st	$18.94
NRC - Incremental Cost—Manual Svc Order-Addl	$8.42
NRC - Incremental Cost—Manual Svc Order-Disconnect	NA
NRC - Order Coordination for Specified Conversion Time	$34.52
4-Wire 56 or 64 Kbps Dig Grade Loop, per month	$29.92
NRC - 1st	$348.55
NRC - Add'l	$241.20
NRC-Incremental Cost—Manual Svc Order-1st	$18.94
NRC-Incremental Cost—Manual Svc Order-Add'l	$8.42
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	$34.22
Unbundled Loops via IDLC	NA
SUB-LOOPS	
Sub-Loop 2-Wire Analog	
Loop Feeder per 2-Wire Analog VG Loop, per month	$8.58
NRC - 1st	$206.44
NRC - Add'l	$170.05
NRC-Incremental Cost—Manual Svc Order-1st	$18.94
NRC-Incremental Cost—Manual Svc Order-Add'l	$8.42

NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	$34.22
Loop Distribution per 2-Wire Analog VG Loop (including NID), per month	$9.12
NRC - 1st	$207.01
NRC - Add'l	$171.32
NRC-Incremental Cost--Manual Svc Order-1st	$18.94
NRC-Incremental Cost---Manual Svc Order-Add'l	$8.42
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	$ 34.22
Loop Distribution per 2-Wire Analog VG Loop (Excluding NID), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
Loop Concentration - Channelization Sys (Outside CO), per month	$313.11
NRC - 1st	$651.23
NRC - Add'l	$284.99
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost--Manual Svc Order - 1st	$18.94
NRC - Incremental Cost--Manual Svc Order - Add'l	$8.42
NRC - Incremental Cost--Manual Svc Order - Disconnect	NA
Working Plug-In 2-Wire, NRC 1st	NA
Working Plug-In 2-Wire, NRC Add'l	NA
Loop Concentration - Remote Terminal Cabinet (Outside CO)	ICB
Loop Concentration - Remote Channel Interface - 2-Wire VG (Outside CO), per month	$.8836
NRC - 1st	$9.41
NRC - Add'l	$9.38
NRC-Incremental Cost---Manual Service Order-1st	$18.94
NRC-Incremental Order---Manual Service Order-Add'l	$8.42
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
Loop Channelization System (Inside C.O.)	
Loop Channelization Sys-Dig Loop Carrier per Mo. (DS1 to VG), per month	$281.76
NRC - 1st	$308.13
NRC - Add'l	$76.33
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost--Manual Svc Order - 1st	$18.94
NRC - Incremental Cost--Manual Svc Order - Add'l	$8.42
NRC - Incremental Cost--Manual Svc Order - Disconnect	NA
CO Channel Interface-2-Wire VG Per Circuit, Per Month	$0.9016
NRC - 1st	$20.67
NRC - Add'l	$20.74
NRC-Incremental Cost---Manual Svc Cost -1st	$18.94
NRC-Incremental Cost---Manual Svc Cost-Add'l	$8.42
NRC - Disconnect Chg - 1st	NA

NRC - Disconnect Chg - Add'l	NA
UNBUNDLED LOCAL EXCHANGE SWITCHING (PORTS)	
2-Wire Analog Line Port (Res., Bus.), per month	$1.85
NRC - 1st (all types)	$17.16
NRC - Add'l (all types)	$17.16
NRC - 1st (Residence)	NA
NRC - Add'l (Residence)	NA
NRC - 1st (Business)	NA
NRC - Add'l (Business)	NA
NRC - 1st (PBX)	NA
NRC - Add'l (PBX)	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost--Manual Svc Order - 1st	$18.94
NRC - Incremental Cost--Manual Svc Order - Add'l	$8.42
NRC - Incremental Cost--Manual Svc Order - Disconnect	NA
4-Wire Analog VG Port, per month	$8.47
NRC - 1st	$17.16
NRC - Add'l	$17.16
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost--Manual Svc Order - 1st	$18.94
NRC - Incremental Cost--Manual Svc Order - Add'l	$8.42
NRC - Incremental Cost--Manual Svc Order - Disconnect	NA
2-Wire DID Port, per month	$11.35
NRC - 1st	$61.91
NRC - Add'l	$61.91
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost--Manual Svc Order - 1st	$18.94
NRC - Incremental Cost--Manual Svc Order - Add'l	$8.42
NRC - Incremental Cost--Manual Svc Order - Disconnect	NA
4-Wire DID Port, per month	$120.80
NRC - 1st	$89.44
NRC - Add'l	$52.46
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost--Manual Svc Order - 1st	$18.94
NRC - Incremental Cost--Manual Svc Order - Add'l	$8.42
NRC - Incremental Cost--Manual Svc Order - Disconnect	NA
4-Wire DS1 Port w/DID capability, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire ISDN Port(2) (3), per month	$13.47
NRC - 1st	$47.37
NRC - Add'l	$47.37
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost--Manual Svc Order - 1st	$39.98
NRC - Incremental Cost--Manual Svc Order - Add'l	$39.98
NRC - Incremental Cost--Manual Svc Order-Disconnect 1st	NA

NRC - Incremental Cost--Manual Svc Order-Disconnect Addl	NA
NRC - User Profile per B Channel (4)	NA
4-Wire ISDN Port, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost--Manual Svc Order - 1st	NA
NRC - Incremental Cost--Manual Svc Order - Add'l	NA
NRC - Incremental Cost--Manual Svc Order-Disconnect 1st	NA
NRC - Incremental Cost--Manual Svc Order-Disconnect Addl	NA
4-Wire ISDN DS1 Port, per month	$163.16
NRC - 1st	$186.80
NRC - Add'l	$186.80
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost--Manual Svc Order - 1st	$37.88
NRC - Incremental Cost--Manual Svc Order - Add'l	$37.88
NRC - Incremental Cost--Manual Svc Order-Disconnect 1st	NA
NRC - Incremental Cost--Manual Svc Order-Disconnect Addl	NA
2-Wire Analog Line Port (PBX), per month	$1.85
NRC - 1st	$17.16
NRC - Add'l	$17.16
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost--Manual Svc Order - 1st	$18.94
NRC - Incremental Cost--Manual Svc Order - Add'l	$8.42
NRC - Incremental Cost--Manual Svc Order-Disconnect	NA
2-Wire Analog Hunting, per line per month	NA
NRC - 1st	NA
NRC - Add'l	NA
Coin Port, per month	$2.05
NRC - 1st	$17.16
NRC - Add'l	$17.16
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost--Manual Svc Order - 1st	$18.94
NRC - Incremental Cost--Manual Svc Order - Add'l	$8.42
NRC - Incremental Cost--Manual Svc Order-Disconnect	NA
Vertical Features	
Local Switching Features offered with Port, Per month	NA
Subsequent Order Charge--Electronic	NA
Subsequent Order Charge--Incremental Cost--Manual Svc Order	NA
Unbundled End Office Switching (Port Usage)	
End Office Switching Function, per mou	$.0016333
End Office Switching Function, add'l mou (5)	NA
End Office Interoffice Trunk Port--Shared, per mou	$.0001564
Unbundled Tandem Switching (Port Usage) (Local or Access Tandem)	
Tandem Switching Function per mou	$.0006757
Tandem Interoffice Trunk Port--Shared per mou	$.0002126

Tandem Intermediary Charge, per mou (This charge is applicable only to intermediary traffic and is applied in addition to applicable switching and/or interconnection charges.)	NA
UNBUNDLED TRANSPORT	
Common (Shared) Transport	
Common (Shared) Transport per mile per mou	$.000008
Common (Shared) Transport Facilities Termination per mou	$.0004152
Interoffice Transport - Dedicated - VG	
Interoffice Transport - Dedicated - 2-Wire VG - per mile	$.0222
Interoffice Transport - Dedicated - 2-Wire VG - facilities termination per month	$17.07
NRC - 1st	$79.61
NRC - Add'l	$36.08
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost--Manual Svc Order - 1st	$18.94
NRC - Incremental Cost--Manual Svc Order - Add'l	$18.94
NRC - Incremental Cost--Manual Svc Order-Disconnect--1st	NA
NRC - Incremental Cost--Manual Svc Order-Disconnect--Addl	NA
Interoffice Transport - Dedicated - DS0 - 56/64 KBPS	
Interoffice Transport - Dedicated - DS0 - per mile per month	$.0222
Interoffice Transport - Dedicated - DS0 - facilities termination per month	$16.45
NRC - 1st	$79.61
NRC - Add'l	$36.08
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost--Manual Svc Order - 1st	$18.94
NRC - Incremental Cost--Manual Svc Order - Add'l	$18.94
NRC - Incremental Cost--Manual Svc Order-Disconnect--1st	NA
NRC - Incremental Cost--Manual Svc Order-Disconnect--Addl	NA
Interoffice Transport - Dedicated - DS1	
Interoffice Transport - Dedicated - DS1 - per mile per month	$.4523
Interoffice Transport - Dedicated - DS1 - facilities termination per month	$78.47
NRC - 1st	$147.07
NRC - Add'l	$111.75
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost--Manual Svc Order - 1st	$18.94
NRC - Incremental Cost--Manual Svc Order - Add'l	$18.94
NRC - Incremental Cost--Manual Svc Order-Disconnect--1st	NA
NRC - Incremental Cost--Manual Svc Order-Disconnect--Addl	NA
Interoffice Transport - Dedicated - DS3	
Interoffice Transport - Dedicated - DS3 - per mile per month	NA
Interoffice Transport - Dedicated - DS3 - facilities termination per month	NA
NRC - 1st	NA
NRC - Add'l	NA
Digital Cross Connects (3/3, 3/1, 1/0)	NA
Unbundled Exchange Access IOC	
0-8 Miles, Fixed per month	NA
Per mile per month	NA
NRC 1st	NA

NRC Add'l	NA
9-25 Miles, Fixed per month	NA
Per mile per month	NA
NRC 1st	NA
NRC Add'l	NA
Over 25 Miles, Fixed per month	NA
Per mile per month	NA
NRC 1st	NA
NRC Add'l	NA
Local Channel - Dedicated	
Local Channel - Dedicated - 2-Wire VG	$13.91
NRC - 1st	$382.95
NRC - Add'l	$62.40
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost--Manual Svc Order - 1st	$18.94
NRC - Incremental Cost--Manual Svc Order - Add'l	$8.42
NRC - Incremental Cost--Manual Svc Order-Disconnect	NA
Local Channel - Dedicated - 4-Wire VG	$14.99
NRC - 1st	$368.44
NRC - Add'l	$64.05
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost--Manual Svc Order - 1st	$18.94
NRC - Incremental Cost--Manual Svc Order - Add'l	$8.42
NRC - Incremental Cost--Manual Svc Order-Disconnect	NA
Local Channel - Dedicated - DS1	$38.36
NRC - 1st	$356.15
NRC - Add'l	$312.89
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost--Manual Svc Order	$44.22
NRC - Incremental Cost--Manual Svc Order-Disconnect	NA
VIRTUAL C	
Virtual Collocation	BST Tariff Rates
LOCA	
Intraoffice per mou	NA
Interoffice per mou (assumes 5 miles of transport)	NA
LOCA (CALL TRA	
End Office Interconnection/Switching, per mou	$.0016333
Tandem Interconnection/Switching, per mou	$.0006757
Tandem Interconnection (assumes 5 miles of transport per mou)	NA
Transport	Network element prices for shared/common and dedicated transport apply as appropriate.
Common Transport Trunk Installation, per trunk, NRC	BST Tariff Rates
Tandem Switch + Transport	NA

Combined Tandem Switch Interconnection	NA
Multi-tandem Interconnection	NA
800 ACCESS TEN DIGIT SCREENING SERVICE	
800 Access Ten Digit Screening (all types), per call (6)	$.0004868
800 Access Ten Digit Screening Svc. W/800 No. Delivery, per query	NA
800 Access Ten Digit Screening Svc. W/800 No. Delivery, for 800 Numbers, w/Optional Complex Features, per query	NA
800 Access Ten Digit Screening Svc. W/POTS No. Delivery, per query	NA
800 Access Ten Digit Screening Svc. W/POTS No. Delivery, w/Optional Complex Features, per query	NA
800 Access Ten Digit Screening Svc. W/800 No. Delivery, per message	NA
800 Access Ten Digit Screening Svc. W/800 No. Delivery, for 800 Numbers, w/Optional Complex Features, per message	NA
800 Access Ten Digit Screening Svc. W/POTS No. Delivery, per message	NA
800 Access Ten Digit Screening Svc. W/POTS No. Delivery, w/Optional Complex Features, per message	NA
Reservation Charge per 800 number reserved--NRC - 1st	$6.57
Reservation Charge per 800 number reserved--NRC - Add'l	$0.76
NRC-Incremental Cost—Manual Svc Order-1st	$18.94
NRC_Incremental Cost—Manual Svc Cost-Add'l	NA
Per 800 # Established w/o POTS (w/800 No.) Translations	
NRC - 1st	$12.81
NRC - Add'l	$1.45
NRC-Incremental Cost-Manual Svc Order-1st	$18.94
NRC-Incremental Cost-Manual Svc Order-Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
Per 800 # Established with POTS Translations	
NRC - 1st	$12.81
NRC - Add'l	$1.45
NRC-Incremental Cost-Manual Svc Cost-1st	$18.94
NRC-Incremental Cost-Manual Svc Cost-Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
Customized Area of Service per 800 Number	
NRC - 1st	$4.46
NRC - Add'l	$2.23
NRC-Incremental Cost-Manual Svc Order-1st	NA
NRC-Incremental Cost-Manual Svc Order-Add'l	NA
Multiple Inter LATA Carrier Routing per Carrier Requested per 800 #	
NRC - 1st	$5.22
NRC - Add'l	$2.99
NRC-Incremental Cost-Manual Svc Order-1st	NA
NRC-Incremental Cost-Manual Svc Order-Add'l	NA
Change Charge per request	
NRC - 1st	$7.33
NRC - Add'l	$0.76
NRC-Incremental Cost-Maual Svc Cost-1st	$18.94
NRC-Incremental Cost-Manual Svc Order-Add'l	NA

Call Handling and Destination Features - NRC - 1st	$4.72
Call Handling and Destination Features - NRC - Add'l	$4.46
NRC-Incremental Cost-Manual Svc Cost-1st	NA
NRC-Incremental Cost-Manual Svc Cost-Add'l	NA
Reserv Chg per 800 # Reserved - Incrm Cost-Manual Svc Order	NA
Per 800 # Est'd w/o POTS Transl-Incrm Cost-Manual Svc Order	
NRC	NA
NRC - Disconnect Chg	NA
Per 800 # Est'd with POTS Transl-Incrm Cost Manual Svc Order	
NRC	NA
NRC - Disconnect Chg	NA
Chng Chrg/Request-Incrm Cost-Manual Svc Order-NRC	NA
LINE INFORMATION DATABASE ACCESS (LIDB)	
LIDB Common Transport per query	$.0000338
LIDB Validation per query	$.0105974
LIDB Validation per message	NA
LIDB Originating Point Code Establishment or Change - NRC	$50.30
NRC-Incremental Cost-Manual Svc Order	$18.94
LIDB - Incremental Cost - Manual Svc Order - NRC	NA
CCS7 SIGNALING TRANSPORT	
CCS7 Signaling Connection, per link (A link) per month	$17.05
NRC	$131.96
NRC-Incremental Cost—Manual Svc Order	$18.94
NRC - Disconnect	NA
CCS7 Signaling Connection, per link (B link) (also known as D link) per month	$17.05
NRC	$131.96
NRC-Incremental Cost-Manual Svc Order	$18.94
NRC - Disconnect	NA
CCS7 Signaling Termination, per STP port per month	$133.99
CCS7 Signaling Usage, per ISUP message	$.0000354
CCS7 Signaling Usage, per TCAP message	$.0000870
CCS7 Signaling Usage Surrogate, per link per LATA per mo (7)	$340.67
CCS7 Signaling - Incremental Cost - Manual Svc Order	$18.94
NRC	NA
NRC - Disconnect	NA
OSS	
OSS Interactive Ordering and Trouble Maint, Estab, per user per month	NA
NRC	$200.00
OSS OLEC Daily Usage File: Recording, per message	$0.008
OSS OLEC Daily Usage File: Message Processing, per message	$0.004
OSS Access Daily Usage File: Message Processing, per message	$0.004
OSS OLEC Daily Usage File: Message Distribution, per magnetic tape provisioned	$54.95
OSS Access Daily Usage File: Message Distribution, per magnetic tape provisioned	$54.95
OSS OLEC Daily Usage File: Data Transmission (CONNECT:DIRECT), per message	$0.001
OSS Access Daily Usage File: Data Transmission (CONNECT:DIRECT), per message	$0.001
OSS Order Charge, per first 1,000 orders(one end user per order) per	$550.00

month	
OSS Order Charge,per each add'l 1,000 orders (one end user per order) per month	$110.00
OSS Order charge, per electronic order, per end user account	NA
Surcharge for manually placed orders, per end user account	NA
OPERATOR CALL PROC	
Oper. Provided Call Handling per min - Using BST LIDB	$.9680296
Call Completion Access Termination Charge per call attempt	NA
Oper. Provided Call Handling per min - Using Foreign LIDB	$1.02
Call Completion Access Termination Charge per call attempt	NA
Operator Provided Call Handling, per call	NA
Fully Automated Call Handling per call - Using BST LIDB	$.0776409
Fully Automated Call Handling per call - Using Foreign LIDB	$.0976984
INWARD OPE	
Verification, per minute	$.09210833
Verification and Emergency Interrupt, per minute	$.09210833
Verification, per call	NA
Verification and Emergency Interrupt, per call	NA
DIRECTORY ASS	
Directory Assist Call Completion Access Svc (DACC), per call attempt	$.0348712
Call Completion Access Term charge per completed call	NA
Number Services Intercept per query	$.0097497
Number Services Intercept per Intercept Query Update	NA
Directory Assistance Access Service Calls, per call	$.2124568
Recording cost per announcement	NA
NRC-Incremental Cost-Manual Svc Order-1st	$17.54
NRC-Incremental Cost-Manual Svc Order-Add'l	$15.43
Loading cost per audio unit	$253.87
NRC-Incremental Cost-Maual Svc Order	NA
Directory Transport	
Directory Transport - Local Channel DS1, per month	$38.36
NRC - 1st	$356.15
NRC - Add'l	$312.89
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost-Manual Svc Order - NRC	$18.94
NRC - Incremental Cost-Manual Svc Order - NRC-Disconnect	NA
Directory Transport - Dedicated DS1 Level Interoffice per mile per mo	$.4523
Directory Transport - Dedicated DS1 Level Interoffice per facility termination per mo	$78.47
NRC - 1st	$147.07
NRC - Add'l	$111.75
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost-Manual Svc Order - NRC-1st	$44.22
NRC - Incremental Cost-Manual Svc Order - NRC-Add'l	NA
NRC - Incremental Cost-Manual Svc Order - NRC-Disconnect-1st	NA
NRC - Incremental Cost-Manual Svc Order - NRC-Disconnect-Add'l	NA
Switched Common Transport per DA Access Service per call	$.0002906

Switched Common Transport per DA Access Service per call per mile	$.0000186
Access Tandem Switching per DA Access Service per call	$.0019152
DA Interconnection, per DA Access Service Call	$0.00269
Directory Transport-Installation NRC, per trunk or signaling connection	
NRC - 1st	$204.23
NRC - Add'l	$4.42
NRC-Incremental Cost-Manual Svc Order-1st	$44.22
NRC-Incremental Cost-Manual Svc Order-Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
Directory Assistance Database Service (DADS)	
Directory Assistance Database Service cost per listing	$.0445
Directory Assistance Database Service, per month	$95.50
Direct Access to Directory Assistance (DADAS)	
Direct Access to Directory Assistance Service, per month	$5254.00
Direct Access to Directory Assistance Service, per query	$.0469016
Direct Access to Directory Assistance Service, svc estab chg-NRC	$788.24
NRC-Incremental Cost-Manual Svc Order-1st	NA
Direct Access to Directory Assistance Service, svc estab chg-NRC-Disconnect	NA
[redacted]	
RCF, per number ported (Business Line), 10 paths	NA
RCF, per number ported (Residence Line), 6 paths	NA
RCF, per number ported (Business Line), each path	$2.03
RCF, per number ported (Residence Line), each path	$2.03
RCF, per number ported (Res or Bus Line)	NA
NRC	$.51
NRC - Disconnect Chg	NA
RCF, add'l capacity for simultaneous call forwarding, per additional path	$.2836
RCF, per service order, per location - NRC - 1st	$2.10
RCF, per service order, per location - NRC - Add'l	$2.10
RCF, per service order, per location - NRC - Disconnect - 1st	NA
RCF, per service order, per location - NRC - Disconnect - Add'l	NA
Svc Provider No. Portability - Incremental Cost-Manual Svc Order	
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
[redacted]	
DID per number ported, Residence - NRC	$.93
DID per number ported, Residence - NRC - Disconnect	N
DID per number ported, Business - NRC	$.93
DID per number ported, Business - NRC - Disconnect	NA
DID per service order, per location - NRC - 1st	$2.10
DID per service order, per location - NRC - Add'l	$2.10
NRC- Incremental Cost-Manual Svc Order	$18.94
DID per service order, per location - NRC - Disconnect - 1st	NA
DID per service order, per location - NRC - Disconnect - Add'l	NA

DID, per trunk termination, Initial	$10.73
DID, per trunk termination, Initial - NRC	$135.47
DID, per trunk termination, Initial - Disconnect	NA
DID, per trunk termination, Subsequent	$10.73
DID, per trunk termination, Subsequent - NRC	$39.53
DID, per trunk termination, Subsequent - Disconnect	NA
Svc Provider No. Portability - Incremental Cost-Manual Svc Order	NA
NRC - 1st	$18.94
NRC - Add'l	$18.94
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
ACCESS TO POLES, DUCTS, CONDUITS AND RIGHTS-OF-WAY	
Access to Poles, per pole, per foot, per year	NA
Access to Conduits, per foot, per year	NA
Access to Innerduct, per foot, per year	NA
AIN	
AIN Related Services with mediation, per query	NA
AIN, per message	NA
AIN - BellSouth AIN SMS Access Service	
AIN SMS Access Svc - Svc Estab per state, initial setup - NRC	$90.25
NRC-Incremental Cost-Manual Svc Order	NA
AIN SMS Access Svc - Svc Estab per state, initial setup - NRC - Disconnect	NA
AIN SMS Access Svc - Port Connection-Dial/Shared Access - NRC	$29.66
NRC-Incremental Cost-Manual Svc Cost	NA
AIN SMS Access Svc - Port Connection-Dial/Shared Access - NRC-Disconnect	NA
AIN SMS Access Svc - Port Connection - ISDN Access - NRC	$29.66
NRC-Incremental Cost-Manual Svc Cost	NA
AIN SMS Access Svc - Port Connection - ISDN Access - NRC - Disconnect	NA
AIN SMS Access Svc - User ID Codes - per User ID Code - NRC	$84.43
NRC-Incremental Cost-Manual Svc Cost	NA
AIN SMS Access Svc - User ID Codes - per User ID Code - NRC - Disconnect	NA
AIN SMS Access Svc - Security Card per User ID Code, initial or replacement-NRC	$35.44
NRC-Incremental Cost-Manual Svc Cost	NA
AIN SMS Access Svc - Security Card per User ID Code, initial or replacement-NRC - Disconnect	NA
AIN SMS Access Service - Storage, per unit (100 Kb)	$.0023
AIN SMS Access Service - Session, per minute	$.0795604
AIN SMS Access Service - Co. Performed Session, per minute	$2.08
AIN - BellSouth AIN Toolkit Service	
AIN, Service Creation Tools	NA
Service Establishment Charge, per state, initial setup - NRC	$86.74
NRC-Incremental Cost-Manual Svc Cost	NA
Service Establishment Charge, per state, initial setup - NRC - Disconnect	NA
Training Session, per customer - NRC	$8,348.00

NRC-Incremental Cost-Manual Svc Cost	NA
Trigger Access Charge, per trigger, per DN, Term. Attempt - NRC	$19.13
NRC-Incremental Cost-Manual Svc Cost	NA
Trigger Access Charge, per trigger, per DN, Term. Attempt - NRC - Disconnect	NA
Trigger Access Charge, per trigger per DN, Off-Hook Delay - NRC	$114.80
NRC-Incremental Cost-Manual Svc Cost	NA
Trigger Access Charge, per trigger per DN, Off-Hook Delay - NRC - Disconnect	NA
Trigger Access Charge, per trigger, per DN, Off-Hook Immediate - NRC	$19.13
NRC-Incremental Cost-Manual Svc Cost	NA
Trigger Access Charge, per trigger, per DN, Off-Hook Immediate - Disconnect	NA
Trigger Access Charge, per trigger, per DN, 10-Digit PODP - NRC	$70.06
NRC-Incremental Cost-Manual Svc Cost	NA
Trigger Access Charge, per trigger, per DN, 10-Digit PODP - Disconnect	NA
Trigger Access Charge, per trigger, per DN, CDP - NRC	$70.06
NRC-Incremental Cost-Manual Svc Cost	NA
Trigger Access Charge, per trigger, per DN, CDP - Disconnect	NA
Trigger Access Charge, per trigger, per DN, Feature Code - NRC	$70.06
NRC-Incremental Cost-Manual Svc Cost	NA
Trigger Access Charge, per trigger, per DN, Feature Code - Disconnect	NA
Query Charge, per query	$.0209223
Type 1 Node Charge, per AIN Toolkit Subscription, per node, per query	$.0053137
SCP Storage Charge, per SMS Access Acct, per 100 Kb	$1.46
Monthly report - per AIN Toolkit Service Subscription	$15.96
Monthly report - per AIN Toolkit Service Subscription - NRC	$22.64
NRC-Incremental Cost-Manual Svc Cost	NA
Monthly report - per AIN Toolkit Service Subscription - NRC - Disconnect	NA
Special Study - Per AIN Toolkit Service Subscription	$.0861109
Special Study - Per AIN Toolkit Service Subscription - NRC	$22.64
NRC-Incremental Cost-Manual Svc Cost	NA
Call Event Report - per AIN Toolkit Service Subscription	$15.87
Call Event Report - per AIN Toolkit Service Subscription - NRC	$22.64
NRC-Incremental Cost-Manual Svc Cost	NA
Call Event Report - per AIN Toolkit Service Subscription - NRC - Disconnect	NA
Call Event special Study - per AIN Toolkit Service Subscription	$.0028704
Call Event special Study - per AIN Toolkit Service Subscription - NRC	$22.64
NRC-Incremental Cost-Manual Svc Cost	NA
[redacted]	
CNAM, Per Query	NA
[redacted]	
Per each four-fiber dry fiber arrangement, NRC 1st	$1,355.29
Per each four-fiber dry fiber arrangement, NRC Add'l	$273.69
NRC-Incremental Cost-Manual Svc Order-1st	NA
NRC-Incremental Cost-Manual Svc Order-Add'l	NA
Per each fiber strand per route mile or fraction thereof, per month	NA
Per four fiber strands,per route mile or fraction thereof, per month	$44.22
Per four fiber strands, per route foot or fraction thereof, per month	$0.008375

SELECTIVE	
Per Line or PBX Trunk, each	NA
Per Line or PBX Trunk, NRC	NA
Customized routing per unique line class code, per request, per switch	
NRC	$180.62
NRC-Incremental Cost-Manual Svc Order	$18.94
Note(s): (1) In states where a specific NRC for customer transfer, feature additions and changes is not stated, the applicable NRC from the appropriate tariff applies. (2) Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports. (3) Access to B Channel or D Channel Packet capabilities will be available only through Bona Fide Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request Process. (4) This rate element is for those states which have a specific rate for User Profile per B Channel. (5) This rate element is for use in those states with a different rate for additional minutes of use. (6) This rate element is for those states w/o separate rates for 800 calls with 800 No. Delivery vs. POTS No. Delivery and calls with Optional Complex Features vs. w/o Optional Complex Features. (7) This charge is only applicable where signaling usage measurement or billing capability does not exist. (8) Rates for access to Poles, Ducts, Conduits and Rights-of-Way are negotiated with BellSouth's competitive Structure Provisioning Center.	