BELLSOUTH

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

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Marshall M. Criser III
Regulatory Vice President

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RECORDS AND REPORTING

June 14, 2000

ORIGINAL

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

000716-TP

Re: Approval of the renegotiation Interconnection/Resale/Collocation Agreement by BellSouth Telecommunications, Inc. ("BellSouth") and NET-tel Corporation pursuant to Sections 251, 252 and 271 of the Telecommunications Act of 1996

Dear Mrs. Bayo:

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

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the renegotiated agreement between BellSouth and NET-tel Corporation within 90 days of its submission. The Commission may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity. Both parties represent that neither of these reasons exists as to the agreement they have negotiated and that the Commission should approve their agreement.

Very truly yours,

Marshall M. Criser III (PW)

Regulatory Vice President

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FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE
07298 JUN 14 00
FPSC-RECORDS/REPORTING

ATTACHMENT TO TRANSMITTAL LETTER

The Agreement entered into by and between NET-tel Corporation and BellSouth Telecommunications, Inc., dated 05/31/2000, for the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee consists of the following:

ITEM	NO. PAGES
Adoption Papers	3
Exhibit 1	1
Title Page	1
Table of Contents	1
General Terms and Conditions	27
Attachment 1	12
Attachment 2	53
Attachment 3	10
Attachment 4	42
Attachment 5	6
Attachment 6	6
Attachment 7	17
Attachment 8	2
Attachment 9	5
Attachment 10	141
Attachment 11	176
Amendment dated 12/13/99	1
Amendment dated 12/13/99	7
Exhibit 2: MTA	2
TOTAL	513

AGREEMENT

This Agreement, which shall become effective as of the date of execution by both Parties is entered into by and between NET-tel Corporation ("NET-tel"), a Delaware limited liability corporation on behalf of itself, and BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself and its successors and assigns.

WHEREAS, the Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1996; and

WHEREAS, section 252(i) of the Act requires BellSouth to make available any interconnection, service, or network element provided under an agreement approved by the appropriate state regulatory body to any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement in its entirety; and

WHEREAS, NET-tel has requested that BellSouth make available in its entirety the Interconnection agreement executed between BellSouth and Rhythms Link, Inc. f/k/a ACI Corp., Inc. ("Rhythms") dated January 8, 1999.

NOW, THEREFORE, in consideration of the promises and mutual covenants of this Agreement, NET-tel and BellSouth hereby agree as follows:

1. NET-tel and BellSouth shall adopt in its entirety the Rhythms Agreement dated January 8, 1999, any and all amendments to said agreement executed and approved by the appropriate state regulatory commission as of the date of the execution of this Agreement. The Rhythms Agreement and all amendments are attached hereto as Exhibit 1 and incorporated herein by this reference.
2. The Parties further agree to add the terms and conditions set forth in Exhibit 2, incorporated herein by reference, which contains rates, terms, and conditions for Multiple Tandem Access.
3. The adoption of this agreement with amendment(s) and exhibits consists of the following:

ITEM	NO. PAGES
Adoption Papers	3
Exhibit 1	1
Title Page	1
Table of Contents	1
General Terms and Conditions	27

Attachment 1	12
Attachment 2	53
Attachment 3	10
Attachment 4	42
Attachment 5	6
Attachment 6	6
Attachment 7	17
Attachment 8	2
Attachment 9	5
Attachment 10	141
Attachment 11	176
Amendment dated 12/13/99	21
Amendment dated 12/13/~~00~~ 99	7
Exhibit 2: MTA	2
TOTAL	~~245~~ 514

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

5. The term of this Agreement shall be from the effective date as set forth above and shall expire as set forth in Section 1 of the General Terms & Conditions of the Rhythms Agreement. For the purposes of determining the expiration date of this Agreement pursuant to Section 1 of the General Terms & Conditions of the Rhythms Agreement, the effective date shall be January 8, 1999.

6. This agreement supercedes all previous agreements between BellSouth and NET-tel.

7. NET-tel shall accept and incorporate any amendments to the Rhythms Agreement executed as a result of any final judicial, regulatory, or legislative action.

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

BellSouth Telecommunications, Inc.

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

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

NET-tel Corporation

James K. Dize
Secretary and General Counsel
NET-tel Corporation
1023 31st Street, N.W.
Washington, D.C. 20007

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

IN WITNESS WHEREOF, the Parties have executed this Agreement through their authorized representatives.

BellSouth Telecommunications, Inc.	NET-tel Corporation
Signature	Signature
Jerry D. Hendrix	James K. Dize, Esq.
Name	Name
Sr. Director	Secretary and General Counsel
Title	Title
5/31/00	May 26, 2000
Date	Date

Exhibit 1:

Rhythms, Inc.

Interconnection Agreement with

BellSouth

05/25/00

INTERCONNECTION AGREEMENT
BETWEEN
BELLSOUTH TELECOMMUNICATIONS INC.
AND
ACI CORP.

ORIGINAL

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AGREEMENT

THIS AGREEMENT ("Agreement") is made by and between BellSouth Telecommunications, Inc., ("BellSouth" or "BST"), a Georgia corporation, and ACI Corp., together with any ACI Entity who becomes a party to this Agreement pursuant to Section 1.1.1 of Attachment 4 of this Agreement, (hereinafter "ACI"), a Delaware corporation, and shall be deemed effective as of January 8, 1999. This Agreement may refer to either BellSouth or ACI or both as a "Party" or "Parties."

W I T N E S S E T H

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, ACI is a competitive local exchange telecommunications company ("CLEC") that is either authorized or intends to seek authorization to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, ACI wishes to purchase unbundled Network Elements, and nondiscriminatory access to network elements, and BellSouth is willing to provide such services; and

WHEREAS, ACI wishes to obtain access to poles, ducts, conduits, and rights of way pursuant to the terms and conditions of this Agreement, and BellSouth is willing to provide such access; and

WHEREAS, ACI and BellSouth wish to interconnect their networks at mutually agreed upon points of interconnection to provide Telecommunications Services to their respective customers; and

WHEREAS, ACI wishes to purchase Telecommunications Services for resale to others, and BellSouth is willing to provide such service pursuant to the terms and conditions of this Agreement.

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

This Agreement sets forth the rights and obligations of each Party with respect to the terms, conditions and pricing for unbundled network elements, nondiscriminatory access to network elements, physical collocation, access to poles, ducts, conduits, and rights of way, and telecommunications services available for resale.

Capitalized terms used in this agreement have the meanings defined in Part B – Definitions, or as otherwise elsewhere defined throughout this Agreement. Other capitalized terms used but not defined herein will have the meanings ascribed to them in the Act and the applicable FCC rules and regulations in effect from time to time during the term of this Agreement.

1. Regulatory Approvals

1.1 This Agreement, and any amendment or modification hereof, may be submitted by either Party to the applicable Commission for approval in accordance with Section 252 of the Act, and the Parties will specifically request that the Commission refrain from taking any action to change, suspend or otherwise delay implementation of the Agreement.

2. Term of the Agreement

2.1 The initial term of this Agreement shall be one (1) year, beginning January 8, 1999. ACI, at its sole option and election, may renew this Agreement for up to one (1) additional one (1) year term, by written notice to BellSouth no later than one hundred and eighty (180) days prior to expiration of the initial term or any renewal term of this Agreement.

2.2 Unless ACI elects to renew this Agreement pursuant to section 2.1, above, 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 for the provision of network elements, collocation, and any other services provided pursuant to this Agreement to be effective beginning on or before 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 date the Subsequent Agreement becomes effective, the Parties shall continue to be bound by

the rates, terms and conditions of this Agreement, which shall remain in full force and effect until said date. Neither Party shall disrupt nor disturb the provision of services to the other Party during the transition from this Agreement to the Subsequent Agreement.

Upon termination or expiration of this Agreement for any reason whatsoever, BellSouth shall, upon ACI's written request and at ACI's sole option and discretion (i) continue to provide ACI with uninterrupted services pursuant to BellSouth's tariffs or comparable instruments at BellSouth's then effective tariff rates or other rates as mutually agreed upon by the Parties, and (ii) cooperate with ACI and use its best efforts to effectuate an orderly and efficient transition of the terminated services to another carrier on the same rates, terms and conditions as were in effect prior to the termination or expiration of this Agreement.

Upon termination or expiration of this Agreement for any reason whatsoever, ACI shall, upon BellSouth's written request and at BellSouth's sole option and discretion (i) continue to provide BellSouth with uninterrupted services pursuant to ACI's tariffs or comparable instruments at ACI's then effective tariff rates or other rates as mutually agreed upon by the Parties, and (ii) cooperate with BellSouth and use its best efforts to effectuate an orderly and efficient transition of the terminated services to another carrier on the same rates, terms and conditions as were in effect prior to the termination or expiration 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. Charges for Operational Support Systems (OSS) shall be as set forth in this Agreement in Exhibit A of Attachment 1 and in Attachment 11.

3.3 Services provided by BellSouth under this Agreement will be available for any lawful use by ACI and by its respective Customers, together with their respective officers, employees, agents, and assigns, and by any designee of any of the foregoing pursuant to the terms and conditions of this Agreement.

4. **Parity**

The services, unbundled network elements, access to those elements, interconnection, pre-ordering, pre-qualifying, ordering, provisioning, maintenance and trouble reporting, daily usage functionality, and any other services or functions provided under this Agreement shall be provided by BellSouth to ACI at a level of quality that is at least equal to that provided by BellSouth to itself, to any BellSouth Affiliate, or any other telecommunications carrier, as required by the Act ("Parity").

The services and service provisioning that BellSouth provides ACI for resale will be at least equal in quality to that provided to BellSouth, to any BellSouth Affiliate, to any BellSouth end user, or to any other telecommunications carrier. BellSouth will provide number portability to ACI and their customers with minimum impairment of functionality, quality, reliability and convenience.

5. **White Pages Listings**

BellSouth shall provide, or cause its agent to provide, ACI and ACI's customers access to white pages directory listings under the following terms:

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

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

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

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

5.6 Listing Information Confidentiality. BellSouth will treat ACI's directory listing information with the same level of confidentiality that BellSouth treats its own directory listing information, and BellSouth shall limit access to ACI's customer proprietary confidential directory information to those BellSouth employees who are involved in the preparation of listings. BellSouth shall not use the directory listing information of ACI or ACI's customers for any purpose other than (i)including such information in BellSouth's directory assistance and directory listing databases and (ii) including such information in the directory listings published by BellSouth or its agent.

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 ACI subscribers at no charge, in the same manner and time frames as it delivers such directories to its end users.

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

BellSouth shall, upon request of ACI, provide to ACI unbundled network elements and access to BellSouth's unbundled elements at any technically feasible point for the provision of ACI's telecommunications service as required by the Act as interpreted by a court(s) of competent jurisdiction. Except as otherwise provided in this Agreement or otherwise agreed to by the Parties, any request by ACI for access to an unbundled element that is not readily available to ACI or to any other telecommunications carrier, including without limitation any BellSouth Affiliate, shall be treated as an unbundled element Bona Fide Request/New Business Request, and shall be submitted to BellSouth pursuant to the Bona Fide Request/New Business Request process set forth in Attachment 9.

7. Liability and Indemnification

7.1 BellSouth Liability. Pursuant to Section 7.3 following, BellSouth shall take financial responsibility for its own actions, and the actions of its agents, in causing, or its lack of action, or the lack of action of its agents, in preventing, unbillable or uncollectible ACI revenues.

7.2 Left Blank Intentionally.

7.3 Limitation of Liability.

7.3.1 With respect to any claim or suit, whether based in contract, tort or any other theory of legal liability, by ACI, any ACI 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 the installation, provision, preemption, termination, maintenance, repair or restoration of service, and subject to the provisions of the remainder of this Section 7, 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 ACI, any ACI customer or any other person or entity resulting from the gross negligence or willful misconduct of BellSouth and claims for damages by ACI resulting from the failure of BellSouth to honor in one or more material respects any one or more of the material provisions of this Agreement shall not be subject to such limitation of liability.

With respect to any claim or suit, whether based in contract, tort or any other theory of legal liability, by BellSouth, any BellSouth customer or by any other person or entity, for damages associated with any of the services provided by ACI 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, ACI'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 ACI and claims for damages by BellSouth resulting from the failure of ACI to honor in one or more material respects any one or more of the material provisions of this Agreement shall not be subject to such limitation of liability.

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

incurs a Loss as a result thereof, such Party shall indemnify and reimburse the other Party for that portion of the Loss that would have been limited had the first Party included in its tariffs and contracts the limitations of liability that such other Party included in its own tariffs at the time of such Loss.

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

7.3.4 No Consequential Damages - EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION 7, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, OR SPECIAL DAMAGES SUFFERED BY SUCH OTHER PARTY (INCLUDING WITHOUT LIMITATION DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS SUFFERED BY SUCH OTHER PARTY), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, OR TORT, INCLUDING WITHOUT LIMITATION NEGLIGENCE OF ANY KIND WHETHER ACTIVE OR PASSIVE, AND REGARDLESS OF WHETHER THE PARTIES KNEW OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT. EACH PARTY HEREBY AGREES TO HOLD HARMLESS THE OTHER PARTY AND SUCH OTHER PARTY'S AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ALL SUCH DAMAGES; PROVIDED, HOWEVER, NOTHING CONTAINED IN THIS SECTION 7 SHALL LIMIT A PARTY'S LIABILITY TO THE OTHER FOR (I) WILLFUL OR INTENTIONAL MISCONDUCT, GROSS NEGLIGENCE, OR FAILURE TO HONOR ONE OR MORE OF THE MATERIAL PROVISIONS OF THIS AGREEMENT IN ONE OR MORE MATERIAL RESPECTS; (II) BODILY INJURY, DEATH OR DAMAGE TO TANGIBLE REAL OR TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY A PARTY'S NEGLIGENT ACT OR OMISSION OR THAT OF ITS AGENTS, SUBCONTRACTORS OR EMPLOYEES, NOR SHALL ANYTHING CONTAINED IN THIS SECTION 7 LIMIT THE PARTIES' INDEMNIFICATION OBLIGATIONS AS SPECIFIED HEREIN

7.4 Obligation to Indemnify - Each Party shall, and hereby agrees to, defend at the other Party's request, indemnify and hold harmless the other Party and each of its officers, directors, employees and agents (each, an "Indemnitee") against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, known or unknown, liquidated or unliquidated, including without limitation

all reasonable costs and expenses incurred (legal, accounting or otherwise) (collectively, "Damages") arising out of, resulting from or based upon any pending or threatened claim, action, proceeding or suit by any third party (a "Claim") i) arising from any breach of any representation, warranty or covenant made by such indemnifying Party (the "Indemnifying Party") in this Agreement, (ii) based upon injuries or damage to any person or property or the environment arising out of or in connection with this Agreement that are the result of the Indemnifying Party's actions, breach of Applicable Law, or status of its employees, agents and subcontractors, or (iii) pursuant to Section 8 of this Agreement, for actual or alleged infringement of any patent, copyright, trademark, service mark, trade name, trade dress, trade secret or any other intellectual property right, now known or later developed (referred to as "Intellectual Property Rights") to the extent that such Claim for infringement arises from Indemnitee's use of the services provided to it under this Agreement.

7.4.1 Whenever a claim arises for indemnification under this Section, the Indemnified Party, as a condition to the defense of the Indemnified Party by the Indemnifying Party, must promptly notify the Indemnifying Party in writing and request the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party will not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's rights or ability to defend such claim. The Indemnifying Party will have the right to defend and settle any such claim and must give written notice of its intention to do so to the Indemnified Party. Such notice to the Indemnified Party will give the Indemnifying Party full authority to defend, adjust, compromise, or settle any such claim with respect to which such notice has been given, except to the extent that any compromise or settlement might prejudice the rights of the Indemnified Party. The Indemnifying Party will consult with the Indemnified Party prior to any compromise or settlement of any claim and the Indemnified Party will have the right to refuse any such compromise or settlement that might prejudice its rights and, at the Indemnified Party's cost, to take over such defense. Provided, however, that in such event the Indemnifying Party will neither be responsible for, nor will it be obligated to indemnify the Indemnified Party against any judgment, damage, cost, expense or liability in excess of such refused compromise or settlement. With respect to any defense undertaken by the Indemnifying Party, the Indemnified Party will be entitled to participate, at its sole option and expense, in such defense if the claim requests equitable relief or other relief (other than damages), that could affect the rights of the Indemnified Party, and also will be entitled to employ separate counsel for such defense at the Indemnified Party's sole expense. In the event the Indemnifying Party does not undertake the defense of any indemnified claim as provided above, the Indemnified Party will have the right to employ counsel for such defense at the expense of the Indemnifying Party, and the Indemnifying Party will remain fully liable for any judgment, cost, damage or expense arising out of such

indemnified claim. Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such claim.

7.5 The obligations of the Parties contained within this section shall survive the expiration of this Agreement.

8. Intellectual Property Rights and Indemnification

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

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

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

8.4 Claim of Infringement. In the event that use of any facilities or equipment (including software), becomes, or in reasonable judgment of the Party who owns the affected network is likely to become, the subject of a claim, action, suit, or proceeding based on intellectual property infringement, then said Party shall promptly and at its sole expense, but subject to the liability exclusions set forth below in section 8.5:

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

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

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

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

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

9. Treatment of Proprietary and Confidential Information

9.1 Confidential Information. It may be necessary for BellSouth and ACI to provide each other with certain confidential information in conjunction with the Parties performing their respective obligations under this Agreement. Such information may include trade secret information considered to be proprietary by the disclosing Party, 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"). The disclosing Party may convey such Information either orally or in written form. Prior to disclosing Information, the disclosing Party must inform the other Party that the Information is considered "confidential." The Parties agree that the negotiations leading up to this Agreement will be treated as Information and thus governed by this Section 9. If any Information is provided in written, graphic or other tangible form and clearly marked with a confidential, private or proprietary legend, then that Information will be returned to the owner within a reasonable time. Both Parties agree that the Information provided to the other Party shall not be copied or reproduced in any form except to the extent necessary for the receiving Party to perform its obligations pursuant to this Agreement.

9.2 Nondisclosure. Each Party will (i) maintain the other Party's Information in confidence, (ii) not use such Information other than in connection with performing its obligations under this Agreement, (iii) require each of its employees, agents, representatives, subcontractors and consultants receiving Information (a) to acknowledge receipt and understanding of the confidentiality requirements of this section 9, and (b) to agree to be bound by this section 9, and (iv) not, in any event, disclose such Information to any other third party without the express, written, informed consent of the other Party. The Parties' obligations under this section 9 shall remain in effect for a period of three (3) years following the date of expiration or termination, for any reason whatsoever, of this Agreement.

Each Party agrees to protect the Information of the other Party, provided to the receiving Party by or on behalf of the disclosing Party, from distribution, disclosure or dissemination to anyone except as otherwise provided by this Section 9. Each Party will use the same standard of care to protect such Information of the other Party as it uses to protect its own similar Information.

9.3 Exception to Obligation. Notwithstanding the foregoing, there will be no obligation on BellSouth or ACI to protect any portion of the Information that is: (1) made publicly available by the disclosing Party or lawfully disclosed by a Party other than BellSouth or ACI without any restriction on its use or subsequent disclosure; (2) lawfully obtained by the receiving Party from any source other than the disclosing Party; (3) previously known to the receiving Party without an obligation to keep it confidential; or (4) developed independently without use of the other Party's Information.

9.4 Disclosure Compelled by Law. In the event that a Party ("Compelled Party") is compelled to disclose Information by valid order of a court or other government entity with the authority to compel the disclosure of such information, the Compelled Party will notify the Party whose Information has been compelled in writing as promptly as possible (and prior to making any disclosure). The Compelled Party will not oppose in any manner, and will cooperate fully with the disclosing Party's efforts to seek confidential treatment of the Information by the compelling authority or any other competent government authority.

9.5 ACI and BST agree to use Information received from or on behalf of the other Party solely to support that Party's efforts and obligations in conjunction with the Agreement and for no other purpose.

9.6 The Parties acknowledge that the unauthorized disclosure or use of any Information could cause irreparable harm and significant injury, the extent of which may be difficult or impossible to assess. Each Party agrees that money damages may not be a sufficient remedy for any breach of this section 9 and that either Party shall be entitled to seek immediate

injunctive or other equitable relief to remedy or prevent any breach or threatened breach of this Agreement and to recover all costs, including reasonable attorneys fees, incurred in so doing. Such remedy shall not be the exclusive remedy for any breach of this section 9, but shall be in addition to all other rights and remedies available at law or in equity.

9.7 Each Party shall fully comply with all Customer Proprietary Network Information ("CPNI") FCC rules and regulations implementing or promulgated under section 222 of the Act.

10. Assignments

Any assignment by either Party to any non-affiliated entity of any right, obligation or duty, in whole or in part, without the prior written consent of the other Party, which consent shall not be unreasonably withheld, shall be void. Either Party may assign this Agreement or any right, obligation or duty to an Affiliate of said Party without the consent of the other Party. Provided, however, said assignee shall be capable of performing such duties and obligations. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment of delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations.

11. Resolution of Disputes

Except as otherwise stated in this Agreement, the Parties agree that if any dispute arises as to the interpretation of this Agreement or any provision thereof, or as to the proper implementation of this Agreement either Party may petition the appropriate state commission for a resolution of the dispute. Each Party reserves any rights it may have to seek judicial review in a court of competent jurisdiction of any ruling made by said commission concerning this Agreement. If the state commission lacks jurisdiction over a dispute between the Parties, either Party may bring a claim in a court of law or other forum with jurisdiction over the claim.

Nothing in this Agreement shall be construed to waive or limit either Party's right to seek relief from the Commission with respect to issues appropriately before the Commission or otherwise participate in any Commission proceeding.

12. Left Blank Intentionally.

13. Taxes

13.1 For the purposes of this section, the terms "taxes" and "fee" shall include but not be limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however

designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way. whether designated as franchise fees or otherwise) imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments therefor, excluding any taxes levied on income.

13.2 Taxes and fees imposed on the providing Party. which are neither permitted nor required to be passed on by the providing Party to its customer, shall be borne and paid by the providing Party. Taxes and fees imposed on the purchasing Party, which are not required to be collected and/or remitted by the providing Party, shall be borne and paid by the purchasing Party.

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

13.4 If the purchasing Party determines that in its opinion any such taxes or fees are not lawfully due, 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 lawfully due, 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 the event that such contest must be pursued in the name of the providing Party, the providing Party shall permit the purchasing Party to pursue the contest in the name of providing Party and providing Party shall have the opportunity to participate fully in the preparation of such contest. In any such contest, each Party shall promptly furnish the others with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the taxing authority.

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

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

13.7 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 and with respect to whether to contest the imposition of such tax or fee. Notwithstanding the foregoing, the providing Party shall retain responsibility for determining whether and to what extent any such taxes or fees are applicable. The providing Party shall further retain responsibility for determining whether and how to contest the imposition of such taxes or fees, provided, however, the parties agree to consult in good faith as to such contest and that any such contest undertaken at the request of the purchasing Party shall be at the purchasing Party's expense. In the event that such contest must be pursued in the name of the providing Party, the providing Party shall permit the purchasing Party to pursue the contest in the name of the providing Party and the providing Party shall have the opportunity to participate fully in the preparation of such contest.

13.8 If after consultation in accordance with the preceding Section, the purchasing Party does not agree with the providing Party's final determination as to the application or basis of a particular tax or fee, and if the providing Party, after receipt of a written request by the purchasing Party to contest the imposition of such tax or fee with the imposing authority, fails or refuses to pursue such contest or to allow such contest by the purchasing Party, the purchasing Party may utilize the dispute resolution process outlined in Section 11 of this Agreement. Utilization of the dispute resolution process shall not relieve the purchasing Party from liability for any tax or fee billed by the providing Party pursuant to this subsection during the pendency of such dispute resolution proceeding. In

the event that the purchasing Party prevails in such dispute resolution proceeding, it shall be entitled to a refund in accordance with the final decision therein. Notwithstanding the foregoing, if at any time prior to a final decision in such dispute resolution proceeding the providing Party initiates a contest with the imposing authority with respect to any of the issues involved in such dispute resolution proceeding, the dispute resolution proceeding shall be dismissed as to such common issues and the final decision rendered in the contest with the imposing authority shall control as to such issues.

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

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

13.11 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. Notwithstanding any other provision in this Agreement, each Party agrees to indemnify and hold harmless the other Party from and against any losses, damages, claims, demands, suits, liabilities, and expenses including reasonable attorney's fees, that arise out of its failure to perform its obligations under this Section.

14. Force Majeure

14.1 Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement, upon giving prompt notice, on a day-to-day

basis and to the extent such delay or failure is the result of any Force Majeure condition, including fire, flood, earthquake or like acts of God, wars, revolution, terrorist acts, riots, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, epidemics, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected. In the event of any such excused non-performance or delay in the performance of a Party's obligation(s) under this Agreement, the Party affected shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference, and in no event longer than a term equal to the time lost by reason of delay. The other Party shall likewise be excused from performance of its obligations, including without limitation payment for any services whose provision is suspended or impaired in any manner whatsoever, 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 shall perform its obligations at a performance level no less than that which it uses for its own operations, and will resume performance in a nondiscriminatory manner and proceed whenever such causes are removed or cease.

14.2 Notwithstanding Subsection 14.1, no delay or other failure to perform shall be excused pursuant to this Section 14 by the acts or omission of a Party's subcontractors, material supplier, suppliers or other third Parties providing products or services to such Party unless: (i) such acts or omissions are themselves the product of a Force Majeure condition, (ii) such acts or omissions do not relate to environmental, health or safety conditions at Work Locations and, (iii) such delay or failure and the consequences thereof are beyond the control and without the fault or negligence of the Party claiming excusable delay or other failure to perform. Notwithstanding the foregoing, this Section 14 shall not excuse failure or delays where BellSouth is required to implement Disaster Recovery plans to avoid such failures and delays in performance.

15. Year 2000 Compliance

Each Party warrants that it has implemented a program the goal of which is to ensure that all software, hardware and related materials (collectively called "Systems") delivered to, connected with, or supplied by one Party to the other in furtherance of the terms and conditions specified in this Agreement: (i) will record, store, process and display calendar dates falling on or after January 1, 2000, in the same manner, and with the same functionality as such software records, stores, processes and calendar dates falling on or before December 31, 1999; and (ii) shall include without limitation date data century recognition, calculations that accommodate

same century and multicentury formulas and date values, and date data interface values that reflect the century.

16. Modification of Agreement

16.1 BellSouth shall make available to ACI any interconnection, service, or network element provided under any other agreement filed and approved pursuant to 47 USC § 252 as controlled by the appropriate court of judicial review. The adopted agreement shall apply to the same states as such other agreement and for the identical term.

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

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

16.4 In the event that any final and nonappealable legislative, regulatory, judicial or other legal action materially affects (i) any material terms of this Agreement, or (ii) the ability of ACI or BellSouth to perform any material terms of this Agreement, then either ACI or BellSouth may, on thirty (30) days written notice require of the other Party that such terms be renegotiated. In the course of such renegotiation, 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 renegotiation dispute shall be referred to the Dispute Resolution procedures set forth in Section 11 of the General Terms and Conditions – Part A of this Agreement.

16.5 Notwithstanding section 16.4, in the event that the FCC in its proceedings relating to Section 706 of the Act and the deployment of advanced telecommunications capability or in any other future FCC generic proceeding (a) in which BellSouth has an opportunity to participate, and (b) where the issues directly address the deployment of advanced telecommunications capability, including without limitation ADSL service, by incumbent local exchange companies such as BellSouth ("Advanced Services Proceeding"), issues an order, during the term or during the one (1) year renewal term of this Agreement, adopting rules or regulations that modify or materially affect any material terms of this Agreement, to the extent that the effective date of said order ("Order Date") is not stayed, the Parties shall negotiate promptly and in good faith an amendment to the Agreement to substitute contract provisions which are consistent with such rules or regulations. In the event

the Parties cannot agree on such an amendment within thirty (30) days following the Order Date, then either Party may seek to resolve the dispute under the applicable Dispute Resolution procedures set forth in Section 11 of the General Terms and Conditions – Part A of this Agreement. If, as a result of any further administrative or judicial proceedings, the FCC or a court of competent jurisdiction vacates or modifies, or otherwise changes the rules, regulations or requirements adopted in an Advanced Services Proceeding, the Parties will, within thirty (30) days, further modify this Agreement to comply with such vacation, modification or changes. In the event the Parties cannot agree on an amendment within thirty (30) days from the date any such administrative or judicial vacations, modifications or changes become effective, then either Party may seek to resolve the dispute under the applicable Dispute Resolution procedures set forth in Section 11 of the General Terms and Conditions of this Agreement.

16.6 If any provision of this Agreement, or the application of such provision to either Party or to any particular circumstance, shall be held invalid, the remainder of the Agreement, or the application of any such provision to the Parties or to any circumstances other than those to which it is held invalid, shall not be affected thereby, provided that the Parties shall, pursuant to section 16.4 of this Part A, attempt to reformulate such invalid provision to give effect to such portions thereof as may be valid without defeating the intent of such provision.

16.7 The Parties intend that any additional services requested by either Party relating to the subject matter of this Agreement will be incorporated into this Agreement by Amendment.

17. Waivers

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

18. Governing Law

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

19. **Arm's Length Negotiations**

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

20. **Notices**

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

BellSouth Telecommunications, Inc.

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

and

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

ACI Corp.

Jeffrey Blumenfeld, Esq.
Blumenfeld & Cohen
1615 M Street, N.W.
Washington, DC 20036

and

Mr. Bob Rowe
Director, Carrier Relations
2609 Monterey Drive
Pittsburgh, PA 15241

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

20.2 Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be

presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

20.3 BellSouth shall provide ACI with 45-day advance notice via Internet posting of price changes and of changes to the terms and conditions of services available for resale. Provided, however, that no such posting will either (i) effectuate any change whatsoever to this Agreement or any rate, term, or condition thereof, or (ii) constitute an implied waiver by ACI of any right whatsoever. To the extent that revisions occur between the time BellSouth notifies ACI of changes under this Agreement and the time the changes are scheduled to be implemented, BellSouth will immediately notify ACI of such revisions consistent with its internal notification process. ACI 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. ACI may not utilize any notice given under this subsection concerning a service to market resold offerings of that service in advance of the effective date of such tariff changes unless BellSouth markets such services ahead of the effective date.

21. Rule of Construction

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

22. Pronouns

The pronouns used herein shall include, when appropriate, either gender and both singular and plural, and the grammatical construction of sentences herein shall conform thereto.

23. 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.

24. 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.

25. Entire Agreement

This Agreement, together with its preamble and recitals and with any exhibits, schedules or other attachments hereto, each of which is incorporated herein by this reference, sets forth the entire understanding

and supersedes all 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. Notwithstanding this section 24, the Information Exchange Agreement executed by and between the Parties and dated July 1, 1998 will remain in full force and effect for its duration.

This Agreement includes attachments with provisions for the following services:

Unbundled Network Elements (UNEs)
Local Interconnection
Resale
Collocation

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

Optional Daily Usage File (ODUF)
Access Daily Usage File (ADUF)
Line Information Database (LIDB) Storage
Centralized Message Distribution Service (CMDS)

26. Survival.

The following provisions are entitled to survive the expiration or termination, for any reason whatsoever, of this Agreement: sections 7, 8, 9, 11, 13, 29, or any other provision which, by its terms or any reasonable interpretation thereof, is intended to survive.

27. Left Blank Intentionally.

28. **Relationship of the Parties.** The Parties' relationship to each other is that of independent contractor and nothing herein shall be construed to imply that the Parties are partners, joint venturers or agents of one another.

29. Audits.

29.1 The following audit procedures shall apply.

29.1.1 Subject to BellSouth's reasonable security requirements and except as may be otherwise specifically provided in this Agreement, ACI may audit

BellSouth's books, records and other documents once in each contract year for the purpose of evaluating the accuracy of BellSouth's billing and invoicing. ACI may employ other persons or firms for this purpose. Such audit shall take place at a time and place agreed on by the Parties no later than thirty (30) days after notice thereof to BellSouth.

29.1.2 BellSouth shall promptly correct any billing error that is revealed in an audit, including making refund of any overpayment by ACI in the form of a credit on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results. Any disputes concerning audit results shall be resolved pursuant to the Dispute Resolution Procedures described in Section 11 of this Part A of the Agreement.

29.1.3 BellSouth shall cooperate fully in any such audit, providing reasonable access to any and all appropriate BellSouth employees and books, records and other documents reasonably necessary to assess the accuracy of BellSouth's bills.

29.1.4 ACI may audit BellSouth's books, records and documents more than once during any contract year if the previous audit found previously uncorrected net variances or errors in invoices in BellSouth's favor with an aggregate value of at least two percent (2%) of the amounts payable by ACI for services and elements or combinations provided during the period covered by the audit.

29.1.5 Audits shall be at ACI's expense, subject to reimbursement by BellSouth in the event that an audit finds an adjustment in the charges or in any invoice paid or payable by ACI hereunder by an amount that is, on an annualized basis, greater than two percent (2%) of the aggregate charges for the services and elements during the period covered by the audit.

29.1.6 Upon (i) the discovery by BellSouth of overcharges not previously reimbursed to ACI or (ii) the resolution of disputed audits, BellSouth shall promptly reimburse ACI the amount of any overpayment times the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the date of overpayment to and including the date that payment is actually made. In no event, however, shall interest be assessed on any previously assessed or accrued late payment charges.

29.2 This Section 28 shall survive expiration or termination of this Agreement shall for a period of two (2) years after expiration or termination, for any reason whatsoever, of this Agreement.

30. <u>Branding.</u>

30.1 Left Blank Intentionally.

30.2 ACI shall provide the exclusive interface to ACI subscribers, except as ACI shall otherwise specify. In those instances where ACI requires BellSouth personnel or systems to interface with ACI subscribers, such BellSouth personnel (i) shall identify themselves as representing ACI, or such brand designation as ACI may specify so long as ACI or any ACI Affiliate is entitled to use such brand, (ii) shall not disparage ACI (or any ACI Affiliate) or any of the products or services provided by ACI (or any ACI Affiliate), and (iii) shall refrain from marketing BellSouth and any BellSouth products or services, directly or indirectly, to ACI subscribers.

30.3 BellSouth shall distribute to ACI subscribers materials, utilized for the purpose of installing or repairing telecommunications services, provided by ACI. Such materials shall be prepared by ACI and provided in sufficient quantities to BellSouth at ACI's cost. All forms, business cards or other business materials furnished by BellSouth to ACI subscribers shall be provided by ACI unless otherwise agreed by ACI, in its sole discretion, in which case, any such customer materials shall be subject to ACI's prior review and approval, and shall bear no corporate name, logo, trademark or trade names other than ACI or its Affiliates or such other brand as ACI, in its sole discretion, shall determine. If, however, the technician does not have a company specific card available at the time services are performed, the BellSouth technician shall use a generic card. Neither BellSouth's vehicles nor its technicians shall be required to bear the ACI logo.

30.4 In no event shall BellSouth provide information to ACI subscribers about ACI or ACI's products or services.

30.5 BellSouth shall provide, for ACI's review and comment (which shall be reasonably considered by BellSouth), the methods and procedures, training and approaches to be used by BellSouth to assure that BellSouth meets ACI's requirements under this Section 29.

31. Responsibility for Environmental Contamination

31.1 ACI shall in no event be liable to BellSouth for any costs whatsoever resulting from the presence or release of any Environmental Hazard that ACI did not introduce to the affected Collocation Space so long as the actions of ACI or of its Affiliates does not cause or substantially contribute to the release of any Environmental Hazard. BellSouth shall, at ACI's request, indemnify, defend, and hold harmless ACI, together with each of its respective officers, directors, and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys fees) that arise out of or from (i) any Environmental Hazard that BellSouth, its respective contractors or agents introduce to the Collocation Spaces or (ii) the presence or release of any Environmental Hazard for which BellSouth is responsible under applicable law, to the extent the release of any Environmental Hazard is

not caused or substantially contributed to by ACI's actions.

31.2 BellSouth shall in no event be liable to ACI for any costs whatsoever resulting from the presence or release of any Environmental Hazard that BellSouth did not introduce to the affected Collocation Space, so long as the actions of BellSouth or of its Affiliates do not cause or substantially contribute to the release of any Environmental Hazards. ACI shall, at BellSouth's request, indemnify, defend, and hold harmless BellSouth, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from (i) any Environmental Hazard that ACI, its contractors or agents introduce to the Collocation Spaces, or (ii) the presence or release of any Environmental Hazard for which ACI is responsible under applicable law to the extent the release of any Environmental Hazard is not caused or substantially contributed to by the actions of BellSouth.

IN WITNESS WHEREOF, the Parties have caused their respective duly authorized representatives to execute this Agreement the day and year below.

BellSouth Telecommunications, Inc.	**ACI Corp.**
Signature	Signature
Jerry D. Hendrix	Eric H. Geis
Name	Name
Director	Secretary
Title	Title
1/20/99	Jan 19, 1999
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 Interface (EMI) formatted data among host companies.

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

Customer means a third-party residence or business end-user that subscribes to telecommunications services provided by either of the Parties. Where appropriate in the context of a particular provision, a "customer" shall include end-users at remote locations whose telephone service is billed to another entity (the "subscriber"), including but not limited to homes of the subscriber's employees; provided, however, that in no event shall any interpretation of this term change the classification of any traffic, whether from toll to local or from intraLATA toll to interLATA toll, or otherwise.

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

Environmental Hazard means (1) a release, discharge, leak, spill or disposal (collectively referred to hereafter as "release") of Hazardous Materials has occurred on premises or property that is related to the performance of this Agreement and that such affected material or media is demonstrated through applicable or appropriate testing method to require remediation or removal as determined by all laws, ordinances, statutes, codes, rules, regulations, orders and decrees of the United States, the state, county, city or any other political subdivision in which the release has occurred, and any other political subdivision in which the release has occurred, and any other political subdivision, agency, or instrumentality exercising jurisdiction over the release, including any applicable federal and state case law and common law interpreting any of the foregoing or (2) any event involving, or exposure to, Hazardous Materials which poses risks to human health, safety or the environment (including, without limitation, indoor or outdoor environment(s) and is regulated under any applicable laws or regulations as described in (1).

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

Hazardous Materials means any hazardous or toxic substance, material or waste listed in the United States Department of Transportation Hazardous Materials Table at 49 CFR 172.101; and hazardous substance listed by the Environmental Protection Agency (EPA) under the Comprehensive Environmental, Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. sec. 9601, et. seq., as amended, and found at 40 CFR Part 302; any hazardous waste listed under the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. sec. 6901, et. seq., as amended, and found at 40 CFR Part 261; any toxic substance regulated by the Toxic Substances Control Act, 15 U.S.C. sec. 2601, et. seq., as amended; any insecticide, fungicide, or rodenticide regulated by the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. sec. 136, et. seq., as amended; and the following specified substances or materials, that may or may not be regulated by the above; (1) asbestos or asbestos-containing materials; (2) petroleum or petroleum-based or derived products or by-product; (3) polychlorinated biphenyl's (PCBs); and (4) radon.

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 traffic from ACI ; a CLEC other than ACI or another telecommunications carrier through the network of BellSouth or ACI to an end user of ACI; a CLEC other than ACI or another telecommunications carrier.

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.

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 ACI 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

1.0 Discount Rates

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

2.0 Definition of Terms

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

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

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

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

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

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

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

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

3.0. General Provisions

3.1 ACI may resell any telecommunications service that BellSouth provides at retail to subscribers who are not telecommunications carriers. 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 of this Attachment 1 and subject to the exclusions and limitations set forth in Attachment B of this Attachment 1. Neither Party waives its rights to appeal or otherwise challenge any decision regarding resale that resulted in the discount rates contained in Exhibit A or the exclusions and limitations contained in Exhibit B. BellSouth and ACI reserve the right to pursue any and all legal and/or equitable remedies, including appeals of any decisions. If a final and nonappealable legislative, regulatory, judicial, or other legal action results 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.

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

3.2.1 ACI 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.

3.2.2 ACI cannot be an alternative local exchange telecommunications company for the single purpose of selling to itself.

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

3.4 ACI 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 ACI for all services.

3.5 ACI 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 or otherwise agreed by the Parties.

3.6 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.

3.7 The Company maintains the right to serve directly any end user within the service area of ACI. 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 ACI. Notwithstanding this provision, in providing ACI with resold service, BellSouth will keep (i) ACI's customer and/or end user lists; (ii) requests for subscriber information; (iii) order submissions, or (iv) any other aspect of ACI's processes or services confidential and will not share this information, in any form, with its retail, marketing or sales divisions.

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

3.9 Current telephone numbers may normally be retained by the end user. BellSouth will make every reasonable effort to enable subscribers to retain their telephone numbers. ACI 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.

3.10 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 rates, terms and conditions to ACI.

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

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

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

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

3.15 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 ACI will be directed to ACI. The Company will bill ACI for implementing any requests by law enforcement agencies regarding ACI end users.

3.16 The characteristics and methods of operation of any circuits, facilities or equipment provided by ACI or at ACI's direction shall not:

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

3.16.2 Cause damage to their plant;

3.16.3 Impair the privacy of any communications; or

3.16.4 Create hazards to any employees or the public.

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

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

3.19 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.

3.20 BellSouth will provide customer record information to ACI provided ACI has obtained the Customer's permission pursuant to Section 222(c) of the Act. 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.

3.20.1 ACI will adopt and adhere to the BellSouth guidelines associated with each method of providing customer record information.

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

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

3.21.1 Station Message Desk Interface – Enhanced ("SMDI-E")

3.21.2 Station Message Desk Interface ("SMDI") Message Waiting Indicator ("MWI") stutter dialtone and message waiting light feature capabilities

3.21.3 Call Forward on Busy/Don't Answer ("CF-B/SA")

3.21.4 Call Forward on Busy ("CF/B")

3.21.5 Call Forward Don't Answer ("CF/DA")

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

3.22 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.

3.23 All costs incurred by BellSouth for providing services that are not covered in the BellSouth tariffs and are requested by ACI shall be recovered from the reseller(s) who utilize those services.

4.0 BellSouth's Provision of Services to ACI

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

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

4.1.2 To the extent ACI is a telecommunications carrier that serves greater than 5 percent of the Nation's presubscribed access lines, ACI 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 ACI 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.

4.1.3 Hotel and Hospital PBX services are the only telecommunications services available for resale to Hotel/Motel and Hospital end users, respectively. Similarly, Access Line Service for Customer Provided Coin Telephones is the only local service available for resale to Independent Payphone Provider (IPP) customers. Shared Tenant Service customers can only be sold those telecommunications services available in the Company's A23 Shared Tenant Service Tariff (A27 in the state of Tennessee).

4.1.4 ACI 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.

4.1.5 If telephone service is established and it is subsequently determined that the class of service restriction has been violated, ACI 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 ACI actually makes the payment to the Company may be assessed.

4.1.6 The Company reserves the right to periodically audit services purchased by ACI to establish authenticity of use. Such audit shall not occur more than once in a calendar year. ACI 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.

4.2 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. (A27 in the states of Alabama, Kentucky, Louisiana, Mississippi and Tennessee) of the Company's Tariff referring to Shared Tenant Service.

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

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

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

5.0 Maintenance of Services

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

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

5.3 ACI 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.

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

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

5.6 ACI will contact the appropriate repair centers in accordance with procedures established by the Company. BellSouth agrees to make these procedures readily available to ACI.

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

5.8 The Company will bill ACI 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. Notwithstanding the foregoing, if the end user's inside wiring is covered under a BellSouth inside wire maintenance plan, either purchased directly from BellSouth or purchased pursuant to this Attachment by ACI, this provision shall not apply.

5.9 The Company reserves the right to contact ACI's customers, if deemed reasonably necessary, for maintenance purposes. BellSouth and its representatives will not market BellSouth products or services and will not disparage ACI's products or services during the course of such contact.

6.0 Establishment of Service

6.1 After receiving certification as a local exchange company from the appropriate regulatory agency, ACI will provide the appropriate Company service center the necessary documentation to enable the Company to establish a master account for ACI. 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.

6.2 Service orders will be in a standard format designated by the Company. The Company will provide this format to ACI, pursuant to the requirements of Attachment VI, for ACI's use in submitting service orders.

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

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

6.5 ACI 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 ACI to the Company or will accept a request from another CLEC for conversion of the end user's service from ACI to the other LEC. The Company will notify ACI that such a request has been processed.

6.6 If BellSouth determines that an unauthorized change in local service to ACI has occurred, BellSouth will reestablish service with the appropriate local service provider and will assess ACI as the CLEC initiating the unauthorized change, the unauthorized change charge described in FCC Tariff No. 1, Section 13 or applicable state tariff. Appropriate nonrecurring charges, as set forth in Section A4. of the General Subscriber Service Tariff, will also be assessed to ACI. These charges can be adjusted if ACI provides satisfactory proof of authorization. If BellSouth switches an ACI customer to BellSouth's retail services and said switch is claimed by ACI to be unauthorized, ACI shall inform BellSouth of the unauthorized switch. If BellSouth cannot provide satisfactory proof of authorization, it shall immediately reestablish the service with ACI. As a result of the unauthorized switch, ACI may pursue any claims it may have under section 258 of the Act.

6.7 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.

6.7.1 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.

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

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

6.7.4 The fact that a security deposit has been made in no way relieves ACI 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.

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

6.7.6 In the event that ACI defaults on its account any security deposits held will be applied to its account.

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

EXHIBIT A

APPLICABLE DISCOUNTS

The telecommunications services available for purchase by ACI for the purposes of resale to ACI 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%

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

** In Tennessee, if ACI provides its own operator services and directory services, the discount shall be 21.56%. ACI 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	
			Electronic	Manual
	Non-Recurring Service Establishment Charge	Monthly Recurring Charge	Per LSR received from the CLEC by one of the OSS interactive interfaces	Per LSR received from the CLEC by means other than one of the OSS interactive interfaces
ALABAMA	$100.00	$50.00	$10.80	$22.00
FLORIDA	$100.00	$50.00	$10.80	$22.00
GEORGIA	$200.00	Per 1,000 electronic LSRs received from the CLEC[1] First 1,000 - $550.00 Add'l 1,000 - $110.00	Note[2]	$22.00
KENTUCKY	$100.00	$50.00	$10.89	$22.00
LOUISIANA	$100.00	$50.00	$9.16	$22.00
MISSISSIPPI	$100.00	$50.00	$10.60	$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

Except for Georgia, Louisiana, and Mississippi, rates for Operational Support Systems stated above are interim and are subject to the true-up procedures detailed in Attachment 11.

[1] The Charge per 1,000 LSRs applies on a per CLEC basis.
[2] The Georgia Public Service Commission ("PSC") ordered in Docket 7061 that there would be no OSS charge within the Charge per Electronic Order column. Instead the Georgia PSC ordered monthly recurring charges based on the number of LSRs received from the CLEC.

	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 (Note 2)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
4	Promotions - < 90 Days (Note 2)	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 Note8)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No
7	N11 Services (See Note 8)	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	No
8	AdWatch℠ Svc (See Note 7)	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
13	Special Assembly	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	Yes	Yes	Yes	No	Yes	Yes
3	Promotions - > 90 Days (Note 2)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Note 3
4	Promotions - < 90 Days (Note 2)	Yes	No	Yes	No	Yes	No	No	No
5	Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Note 4
6	911/E911 Services (See Note8)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
7	N11 Services (See Note 8)	No	No	No	No	Yes	Yes	Yes	Yes
8	AdWatch℠ Svc (See Note 7)	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
13	Special Assembly	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

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, ACI shall purchase BellSouth's Message Rate Service at the stated tariff rate, less the wholesale discount. ACI 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. ACI 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 ACI 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 d of the Commission order (3/10/97) will not be available for resale.

6 Some of BellSouth's local exchange and toll telecommunications services are not available in certain central offices and areas.
7 AdWatch℠ Service is tariffed as BellSouth® AIN Virtual Number Call Detail Service
8 Exclusions for **N11/911/E911** are also applicable to equipment associated with the service

Attachment 2

Unbundled Network Elements

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ACCESS TO UNBUNDLED NETWORK ELEMENTS

1. Introduction

1.1.1 BellSouth shall, upon request of ACI, and to the extent technically feasible, provide to ACI access to its unbundled network elements in a manner that allows ACI to provide any telecommunications service that can be offered by means of that Network Element. Where the Commission, in a generic order, has required or shall require BellSouth to offer an unbundled network element not covered in this Agreement, BellSouth shall offer to ACI said unbundled network element in the same fashion as required by the generic proceeding. If BellSouth provides any Network Element that is not identified in this Agreement to itself, to any BellSouth Affiliate, or to any other telecommunications carrier, BellSouth shall make available to ACI, upon ACI's request, the same Network Element at Parity.

1.1.2 Unbundled Network Elements, and access thereto, provided pursuant to this Agreement may be connected (i) to other Services and Elements provided by BellSouth, (ii) to any Services and Elements provided by ACI itself or by any other vendor or telecommunications carrier.

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

1.1.4 Left Blank Intentionally.

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 BellSouth will so advise ACI. Order Coordination for new service or non-physical conversions will be performed by BellSouth at non-scheduled intervals on the committed due date and BellSouth will so advise ACI. Where facilities are available, BellSouth will install unbundled loops within a 5-7 business days interval. For orders of 14 or more unbundled loops in a single order (*i.e.*, to a single customer premises), the installation will be handled on a project basis and the intervals will be set by the BellSouth project manager for that order. Some unbundled loops require a Service Inquiry ("SI") to determine if facilities are available prior to issuing the order. The interval for the SI process is separate from the installation interval and BellSouth will use its best efforts to complete the SI process within three to five (3-5) days. For expedite requests by ACI, expedite charges will apply for intervals less

than 5 days. The charges outlined in BST's FCC # 1 Tariff, Section 5.1.1, will apply. If ACI cancels an order for UNE services, any costs incurred by BellSouth in conjunction with the provisioning of that order will be recovered in accordance with FCC #1 Tariff, Section 5.4. If BellSouth advises that a UNE is available to ACI in response to a particular ACI order for such UNE and BellSouth then cannot provide that UNE, BellSouth will pay ACI any costs incurred by ACI.

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

1.1.6 ACI may purchase unbundled Network Elements from BellSouth for the purposes of providing telecommunications services to end users and may combine such unbundled Network Elements in any manner ACI chooses, including recreating existing BellSouth services. With the exception of the sub-loop elements, which are located outside of the central office, BellSouth shall deliver the unbundled Network Elements purchased by ACI to the designated ACI collocation space or such other point as may be agreed upon by the Parties.

1.1.6.1 BellSouth will provide the following combined unbundled Network Elements for purchase by ACI. The rate for the following combined unbundled Network Elements is the sum of the individual element prices as set forth in Attachment 11. Order coordination as defined in Section 1.1.5 of this Attachment is available for each of these combinations: Loop and cross connect; Port and cross connect; Port and cross connect and common transport; Loop distribution and NID; Port and vertical features; Loop with loop concentration; Port and common transport; and Loop and INP.

1.1.7 With respect to Network Elements and services in existence as of the Effective Date of this Agreement, charges and terms and conditions in Attachment 11 are inclusive and no other charges shall apply. BellSouth and ACI agree to attempt in good faith to resolve any alleged errors or omissions in Attachment 11.

1.2 Standards for Network Elements

1.2.1 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. In the event a Bell Communications Research, Inc. ("Bellcore"), or industry standard (e.g., American National Standards Institute ("ANSI")) technical reference or a more recent version of such reference sets forth a different requirement and BellSouth incorporates

such new or different standard in its network, then such standard shall apply. If ACI requests a quality of performance that exceeds both the quality of performance required by industry standards and the actual quality of performance that BellSouth provides to itself, to its Affiliates, or to any other telecommunications carrier, then ACI may request such higher performance through the Bona Fide Request process, as set forth in Attachment 9 of this Agreement.

1.2.2 If one or more of the requirements set forth in this Agreement with respect to BellSouth's obligations to ACI are in conflict, ACI shall elect which requirement shall apply.

1.2.3 For each unbundled network element provided by BellSouth to ACI the quality of design, performance, features, functions, capabilities and other characteristics, including but not limited to levels and types of redundant equipment and facilities for power, diversity and security, shall be provided at Parity.

1.2.3.1 BellSouth shall provide to ACI, through Attachment 10, data sufficient for ACI to determine that the requirements of this Section 1.2 are being met. In the event that such data indicates that the requirements of this Section 1.2 are not being met, BellSouth shall, within ten (10) days, cure any design, performance or other deficiency, or, if the failure is not susceptible to cure within ten (10) days shall commence and continue its best efforts to correct such failure as soon as possible, and provide new data sufficient for ACI to determine that such deficiencies have been cured.

1.2.4 Unless otherwise requested by ACI, each Network Element provided by BellSouth to ACI shall be made available to ACI on a basis, at any technically feasible point, that is at Parity.

2. Unbundled Loops

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

2.2 Definition

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

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

2.2.3 BST will offer voice loops in two different service levels - Service Level One (SL1) and Service Level Two (SL2). SL1 loops will be non-designed, will not have test points, and will not come with any Order Coordination (OC) or engineering information/circuit make-up data. Since SL1 loops do not come standard with OC, these loops will be activated on the due date in the same manner and time frames that BST normally activates POTS-type loops for its customers.

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

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

2.2.6 BST will offer digital loops to ACI. They will be designed, will be provisioned with test points (where appropriate), and will come standard with Order Coordination and a DLR.

2.2.6.1 BellSouth shall use its best efforts to make available to ACI a Non-Standard Unbundled Digital Loop (UDL-NS) that will be provisioned without Order Coordination during the term or the renewal term of this Agreement. The Parties agree that the intent of this provision is to provide BellSouth with a two year period from the effective date of this Agreement to use its best efforts to make available the UDL-NS. The UDL-NS will be designed, provisioned with test points (where appropriate), and come standard with a DLR. If the UDL-NS becomes available, the Parties shall amend this Agreement to include any necessary information to define the loop, its associated rates, and provisioning requirements.

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

2.2.8 ACI will be responsible for testing and isolating troubles on the unbundled loops. Once ACI has isolated a trouble to the BST provided loop, ACI will issue a trouble to BST on the loop. BST will take the actions necessary to

repair the loop if a trouble actually exists. BST will repair these loops in the same time-frames that BST repairs loops to its customers.

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

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

2.3 Technical Requirements

2.3.1 BST will offer loops capable of supporting telecommunications services such as: POTS, Centrex, basic rate ISDN, analog PBX, voice grade private line, 2 and 4 wire ADSL, 4 wire HDSL, 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 ACI will be consistent with industry standards.

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

2.3.1.2.1 If the loop meets the appropriate specification for that loop type and ACI wants additional equipment removed, then in some cases ACI may be required to pay additional charges. Such additional charges shall be special construction charges and shall be charged by BellSouth in a non-discriminatory fashion among requesting carriers entitled to purchase such loops.

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

In addition, ACI recognizes that there may be instances where a loop modified pursuant to this subsection 2.3.1.2.1 may be subjected to normal

network configuration changes that may cause the circuit characteristics to be changed and may create an outage of the service that ACI has placed on the loop (e.g., a copper voice loop is modified by the removal of load coils so that ACI may attempt to provide xDSL service. BellSouth's records will still reflect that the loop is a voice circuit. BellSouth performs a network efficiency job and rolls the loop to a DLC. The original voice loop would not have been impacted by this move but will likely not support xDSL service). If this occurs, BellSouth will work cooperatively with ACI to restore the circuit to its previous modified status as quickly as possible.

2.3.1.3 BellSouth shall make available, an Unbundled Copper Loop (UCL) within the first quarter of 1999. The UCL will be a copper twisted pair loop up to eighteen (18) kilofeet in length that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters).

2.3.1.3.1 The UCL Loop will be a designed circuit, will be provisioned with a test point and will come standard with a DLR. OC and OC-TS will be provided as chargeable options on all UCL loops.

2.3.1.3.2 The UCL is a dry copper loop and is not intended to support any particular telecommunications service. ACI may use the UCL loop for a variety of services, including xDSL (e.g. ADSL and HDSL) services, by attaching appropriate terminal equipment of ACI's choosing. ACI will determine the type of service that will be provided over the loop.

2.3.1.3.3 Because the UCL loop shall be an unbundled loop offering that is separate and distinct from BellSouth's ADSL and HDSL capable loop offerings, ACI agrees that BellSouth's UCL loop will not be held to the service level and performance obligations that apply to its ADSL and HDSL unbundled loop offerings. BellSouth shall only be obligated to maintain copper continuity and provide balance relative to tip and ring on UCL loops.

2.3.1.3.4 BellSouth and ACI shall negotiate and amend this Agreement to include any necessary information to define the UCL unbundled loop offering, its associated rates, and provisioning requirements. If the Parties are unable to reach agreement in said negotiations, either Party may petition the Commission to resolve such disagreement.

2.3.2 The loop shall be provided to ACI in accordance with the following applicable 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.

2.3.2.9 BellSouth Technical Reference 73600

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 ACI to order a contiguous unbundled local loop consistent with the characteristics of the loop type ordered. For example, BellSouth will attempt to roll to universal DLC, roll to parallel copper, reroute a nearby feeder facility, or where ACI orders a designed circuit re-route IDLC circuit through an existing DCS or side-door through a capable switch. To the extent it is technically feasible, these arrangements will provide ACI with the capability to serve end users at the same level BellSouth provides its customers. If no alternate facility is available, BST will utilize its Special Construction (SC) process to determine the additional costs required to provision the loop facilities. ACI will then have the option of paying the one-time SC rates to place the loop facilities or ACI 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 (*i.e.*, accessible to BellSouth personnel, including without limitation employees and agents), the customer interface portion of the NID shall be physically accessible to ACI designated personnel. In cases where entrance to the customer premises is required to give access to the NID, ACI shall obtain entrance permission directly from the customer.

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

4.3 Interface Requirements

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

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

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

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

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

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

5. **Unbundled Loop Concentration (ULC) System**

5.1.1 BellSouth will provide to ACI 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. BellSouth will offer ULC with a TR008 interface or a TR303 interface.

5.1.2 ULC will be offered in two sizes. System A will allow up to 96 BellSouth loops to be concentrated onto multiple DS1s. The high speed connection from the concentrator will be at the electrical DS1 level and may connect to ACI at ACI's collocation site. System B will allow up to 192 BellSouth loops to be concentrated onto multiple DS1s. System A may be upgraded to a System B. A minimum of two DS1s is required for each system (i.e., System A requires two DS1s and System B would require an additional two DS1s or four in total). All DS1 interfaces will terminate to ACI's collocation space. ULC service is offered with or without concentration and with or without protection. A Line Interface element will be required for each unbundled loop that is terminated onto the ULC system. Rates for ULC are as set forth in Attachment 11.

6. **Sub-loop Elements**

6.1 Where facilities permit and where necessary to comply with an effective order of the Commission or a court of competent jurisdiction, BellSouth shall offer access to its Unbundled Sub-Loop ("USL"), Unbundled Sub-Loop Concentration ("USLC") System, and its owned Unbundled Network Terminating Wire (UNTW) elements. In all other circumstances and where facilities permit, BellSouth shall offer access to its USL, USLC, and its owned UNTW pursuant to the Bona Fide Request process described in Attachment 9 of this Agreement.

6.2 **Unbundled Sub-loop (USL)**

6.2.1 **Definition**

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

6.2.1.2 The Unbundled Sub-Loop may be copper twisted pair, coax cable, or single or multi-mode fiber optic cable. A combination that includes two or more of these media is also possible. If ACI 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 so inform ACI and will, if requested by ACI, use its Special Construction process to determine if copper facilities can be provided to ACI.

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

6.3.2 USLC will be offered in two sizes. System A will allow up to 96 of ACI's sub-loops to be concentrated onto multiple DS1s. System B will allow up to 192 of ACI's sub-loops to be concentrated onto multiple DS1s. System A may be upgraded to a System B. A minimum of two DS1s is required for each system (i.e., System A requires two DS1s and System B would require an additional two DS1s or four in total). The DS1 level facility that connects the remote terminal ("RT") site with the serving wire center is known as a Feeder Interface. All DS1 Feeder Interfaces will terminate to ACI's Collocation Space within the SWC that serves the RT where ACI's sub-loops are connected. USLC service is offered with or without concentration and with or without a protection DS1.

6.3.3 In these scenarios ACI would be required to place a cross-box, RT, or other similar device and deliver a cable to the BST remote terminal. This cable would be connected to a cross-connect panel within the BST RT and would allow ACI'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 shall offer its owned Network Terminating Wire to ACI Corp. pursuant to the following terms and conditions. Unbundled Network Terminating Wire will be provided via the Bona Fide Request/New Business Request Process as set forth in Attachment 9.

6.4.2 Definition

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

6.5 Technical Requirements

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

6.5.2 This arrangement would then provide ACI Corp. 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 ACI'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 ACI 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 ACI. 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 ACI purchasing unbundled local BellSouth switching under this Attachment 2 or reselling BellSouth local exchange service under Attachment 1, selective routing of calls to a requested directory assistance services platform or operator services platform. ACI customers may use the same dialing arrangements as BellSouth customers, but obtain an ACI 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 ACI 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 ACI customer or network interconnection on any of the Local Switching interfaces. This includes provisioning changes to change a customer from BellSouth's services to ACI'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 ACI, upon a reasonable request from ACI. ACI will pay BellSouth for such performance data pursuant to Attachment 9 of this Agreement.

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 ACI and BellSouth service applications.

BellSouth shall offer to ACI 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 ACI:

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

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

appropriate trunks to an ACI 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 ACI;

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

7.2.2.13 Interface to ACI directory assistance services through the ACI switched network or to Directory Assistance Services through the appropriate trunk interconnections for the system; and 950 access or other ACI 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 unbundled from local switching dedicated to a particular customer or carrier that provides telecommunications between wire centers owned by BellSouth or ACI, or between switches owned by BellSouth or ACI. This includes specifically interoffice transmission path between an ACI collocation arrangement and an ACI location where ACI maintains equipment used to provide service to its Customers.

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

8.3.1.2.1 As capacity on a shared facility.

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

8.3.1.2.3 As a system (*i.e.*, the equipment and facilities used to provide Dedicated Transport such as SONET) dedicated to ACI.

8.3.1.2.4 BellSouth agrees to offer Unbundled Dedicated Transport for Non-Switched traffic (UDT-NS) to ACI at the same rates, terms and conditions that apply to e.spire Communications, Inc. (e.spire), or to Intermedia Communications, Inc., (ICI) through their arbitration proceedings pending as of December 1998. If, BellSouth and e.spire or BellSouth and ICI negotiate a rate for UDT-NS and subsequently the issue of the appropriate rate for UDT-NS is withdrawn from the arbitration, BellSouth will offer said rate to ACI. Until such time, BellSouth will make available to ACI and ACI may order UDT-NS at the BellSouth Tariff rates. Such rates are interim rates. When a final order is issued or ACI accepts the negotiated rate of ICI or e.spire these interim rates will be subject to true-up pursuant to sections 9.1 through 9.4 of Attachment 11, Exhibit 7-NC of this Agreement, and the Parties will amend the Agreement to reflect the new rates.

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

8.3.1.3.1 Diversity and grooming as provided as common practice in BellSouth's network.

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

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

8.3.1.4.2 Inter-office transmission facilities such as optical fiber, dark fiber (if a Commission order requires BellSouth to make dark fiber available), and copper twisted pair where it exists or where BellSouth makes it available;

8.3.1.4.3 Diversity and grooming as is provided as common practice in BellSouth's network.

8.3.1.5 Unbundled Channelization

8.3.1.5.1 Unbundled Channelization (UC) in Section 8.3.1, which will be available by the First Quarter of 1999, provides the multiplexing capability that will allow a DS1 (1.544 Mbps) or DS3 (44.736 Mbps) Unbundled Network Element (UNE) or collocation cross-connect to be channelized at a BellSouth central office. This can be accomplished through the use of a stand-alone multiplexer or a digital cross-connect system at the discretion of BellSouth. ACI can activate channels all at once or on an as-needed basis once UC has been installed by connecting lower level UNEs via Unbundled Channel Interfaces (UCIs). The initial offering will include DS3 to DS1 and DS1 to DS0.

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 ACI 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 ACI 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 ACI'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 ACI 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 ACI;

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, IXCs, ICOs, CAPs and CLEC switches.

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

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

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

8.4.2.6 Upon a reasonable request from ACI, 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 ACI.

8.4.2.7 BellSouth shall maintain ACI'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 ACI and BellSouth.

8.4.2.10 Tandem Switching shall process originating toll-free traffic received from ACI 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 ACI's switch, using two-way trunks, for traffic that is transiting via BellSouth network to interLATA or intraLATA carriers. At ACI'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 ACI 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 ACI) 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 ACI 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 ACI 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 ACI 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 ACI 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 ACI.

9.2.2.6 BellSouth shall provide a feed of customer call records in "EMI" format to ACI in accordance with CLECODUF 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 ACI, 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 ACI'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, ACI 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 ACI 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 ACI 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 ACI 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.

9.4 **Branding for Operator Call Processing and Directory Assistance**

9.4.1 The BellSouth Operator Systems Branding Feature Provides a definable announcement to CLEC end users using Directory Assistance/Operator Call Processing prior to placing them in queue or connecting them to an available operator or automated operator system. This feature allows the CLEC to have its calls custom branded with the CLEC name on whose behalf BellSouth is providing Directory Assistance and/or Operator Call Processing.

9.4.2 BellSouth offers four services levels of branding to CLEC's ordering Directory Assistance and/or Operator Call Processing.

9.4.2.1 Service Level 1 - BellSouth Branding

9.4.2.2 Service Level 2 - Unbranded

9.4.2.3 Service Level 3 - Custom Branding

9.4.2.4 Service Level 4 - Self Branding (only applicable for Resale or Unbundled Port CLEC's who route to an operator service provider other than BellSouth).

9.4.3 Resellers and Unbundled Port CLECS

9.4.3.1 BellSouth Branding is the Default Service Level.

9.4.3.2 Unbranding, Custom Branding, and Self Branding require the CLEC to order selective routing for each originating BellSouth end office identified by the CLEC. Rates for Selective Routing are set forth in Attachment 11.

9.4.3.3 Customer Branding and Self Branding require the CLEC to order dedicated trunking from each BellSouth end office identified by the CLEC, to either the BellSouth TOPS or the CLEC Operator Service Provider. Rates for trunks are set forth in applicable BellSouth tariffs.

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

9.4.4 Facilities Based CLECS

9.4.4.1 Unbranding is the Default Service Level.

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

9.4.4.3 Customized Branding includes charges for the recording of the branding announcement and the loading of the audio units in each TOPS Switch for which the CLEC requires service. The recording and loading charges are non-recurring unless the CLEC elects to change the recorded name or requires access to additional TOPS Switches. Customized Branding is limited to the CLEC name.

9.5 Directory Assistance Database Service (DADS)

9.5.1 BellSouth shall make its Directory Assistance Database Service (DADS) available to ACI solely for the expressed purpose of providing Directory Assistance type services to ACI Corp. end users. For the purposes of Section 9.5 of this Attachment 2, the term "end user" denotes any entity which obtains Directory Assistance type services for its own use from a DADS customer. Directory Assistance type service is defined as Voice Directory Assistance (DA Operator System assisted). ACI agrees that Directory Assistance Database Service (DADS) will not be used for any purpose which violates federal or state laws, statutes, regulatory orders or tariffs. Except for the permitted users, ACI agrees not to disclose DADS to others and shall provide due care in providing for the security and confidentiality of DADS. Further, ACI authorizes the inclusion of ACI Subscriber listings in the BellSouth Directory Assistance products.

9.5.2 BellSouth shall provide ACI initially with daily updates which reflect all listing change activity occurring since ACI's most recent update via

magnetic tape, and subsequently using electronic connectivity such as Network Data Mover to be developed mutually by ACI and BellSouth. If ACI uses CONNECT: Direct ™ connectivity, then ACI agrees to assume the costs of obtaining private line connections to enable CONNECT: Direct ™ connectivity.

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

9.5.4 Rates for DADS are as set forth in Attachment 11.

9.6 Direct Access to Directory Assistance Services

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

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

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

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

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

9.6.4.2 DADAS to Subscriber Switch—Northern Telecom Document Q210-1 Version A107; NTDMS/CCIDAS System Application Protocol; and AT&T Document 250-900-535 Operator Services Position System Listing

Service and Application Call Processing Data Link Interface Specification

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

9.6.5 Rates for DADAS are as set forth in Attachment 11.

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 ACI-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 STPs.

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 ACI 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 ACI 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 Bellcoré 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 ACI 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 ACI database, then ACI agrees to provide BellSouth with the Destination Point Code for the ACI 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 ACI 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 ACI 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 ACI, 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 ACI SS7 network to exchange TCAP queries and responses with an ACI SCP.

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

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

11.3.1.2 A B-link interface from ACI local STPs.

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

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

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

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

12.4.2.18 BellSouth shall provide ACI 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 ACI and BellSouth.

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

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

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

12.7 **Directory Assistance Database**

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

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

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

12.10.6 When ACI selects SCE/SMS AIN Access, BellSouth shall allow ACI 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 or any other lawful purpose for which a telecommunications carrier can use such dark fiber.

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 ACI pursuant to the prices set forth in Attachment 11 of this Agreement.

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

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

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

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

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

Attachment 3

Local Interconnection

Local Interconnection

BellSouth shall provide ACI 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 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"). The terms Exchange and EAS exchanges are defined and specified in Section A3 of BellSouth's General Subscriber Service Tariff. BellSouth believes that Local Traffic does not include traffic that originates from or terminates to an Enhanced Service Provider ("ESP") or an Information Service Provider ("ISP"). However, the Parties agree that the issue of the jurisdictional nature of traffic originating from or terminating to an ESP or an ISP is subject to regulatory review and agree to abide by any final and nonappealable decision made by a Commission.

1.1.1 Notwithstanding the foregoing, the terms and conditions of this paragraph apply for North Carolina only. 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"). The terms Exchange and EAS exchanges are defined and specified in Section A3 of BellSouth's General Subscriber Service Tariff. The parties agree that until the Commission or a court of competent jurisdiction determines, in a final and non-appealable Order, whether ESP and ISP traffic is within the definition of Local Traffic, ESP and ISP traffic will not be treated as local traffic in this Agreement. The Parties will maintain billing records identifying all such ESP and ISP traffic and will adjust, if necessary, their mutual compensation billing for such local traffic termination consistent with the final Commission or court decision. The period of adjustment shall be from the effective date of this Agreement to the date the order of the Commission or the court becomes final and nonappealable.

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/New Business Request process set out in Attachment 9.

1.3 Percent Local Use. Each Party will report to the other a Percentage Local Usage ("PLU"). The application of the PLU will determine the amount of local minutes to be billed to the other party. For purposes of developing the PLU, each party shall consider every local call and every long distance call, excluding intermediary traffic. Effective on the first of January, April, July and October of each year, BellSouth and ACI 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. Notwithstanding the foregoing, where the terminating company has message recording technology that identifies the traffic terminated, such information, in lieu of the PLU factor, shall be utilized to determine the appropriate local usage compensation to be paid.

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 ACI 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 ACI traffic terminated by BellSouth over the same facilities, ACI 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 ACI. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU factor will be used for application and billing of local interconnection. Notwithstanding the foregoing, where the terminating company has message recording

technology that identifies the traffic terminated, such information, in lieu of the PLU factor, shall be utilized to determine the appropriate local usage compensation to be paid.

1.5 Unidentified local traffic. Whenever BellSouth delivers traffic to ACI for termination on ACI's network, if BellSouth cannot determine because of the manner in which ACI 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 ACI 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 ACI cannot determine whether the traffic it delivers to BellSouth is local or toll, this subsection shall apply to BellSouth and ACI.

1.6 Intermediary Tandem Switching. BellSouth will provide intermediary tandem switching and transport services for ACI's connection of its end user to a local end user of a telecommunications carrier where both the CLEC and telecommunications carrier are connected at the same tandem. Rates for intermediary tandem switching and transport will be as set forth in Attachment 11. The Parties agree that any billing to another telecommunication carrier under this section shall be pursuant to MECAB procedures.

1.7 Mutual Provision of Access Service. When BellSouth and ACI 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 MECAB 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 no more than sixty (60) days after the recording date. The initial billing company will provide the switched access summary usage data to all subsequent billing companies within 10 days of rendering the initial bill to the IXC. Each company will notify the other when it is not feasible to meet these requirements so that the customers may be notified for any necessary revenue accrual associated with the significantly delayed recording or billing. As business requirements change, data reporting requirements may be modified as necessary.

1.7.1 Where either company has been notified that the other company has a Billing Guarantee Practice, each company so notified (the Initial Billing Company or the recording company) will be held liable for any access revenues which it has caused to be determined unbillable under the guidelines of such Billing Guarantee Practice of the other company. Each company will provide complete documentation to the other to substantiate any claim of unbillable access revenues. A negotiated settlement will be agreed upon between the companies.

1.7.2 Each company will retain for a minimum period of sixty (60) days, access message detail sufficient to recreate any data which is lost or damaged by their company or any third party involved in processing or transporting data.

1.7.3 Each company agrees to recreate the lost or damaged data within forty-eight (48) hours of notification by the other or by an authorized third party handling the data.

1.7.4 Each company also agrees to process the recreated data within forty-eight (48) hours of receipt at its data processing center.

1.7.5 All claims should be filed with the other company within 120 days of the receipt of the date of the unbillable usage.

1.7.6 The Initial Billing Company shall keep records of its billing activities relating to jointly-provided Intrastate and Interstate access services in sufficient detail to permit the Subsequent Billing Company, by formal or informal review or audit, to verify the accuracy and reasonableness of the jointly-provided access billing data provided by the Initial Billing Company. Each company agrees to cooperate in such formal or informal reviews or audits and further agrees to jointly review the findings of such reviews or audits in order to resolve any differences concerning the findings thereof.

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 ACI networks shall occur as follows:

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

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

2.3 Rates. For originating and terminating intraLATA 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 ACI is the BellSouth end user's presubscribed interexchange carrier or if the BellSouth end user uses ACI as an interexchange carrier on a 10XXX/101XXXX basis, BellSouth will charge ACI the appropriate BellSouth tariff charges for originating switched access services. If BellSouth is serving as the ACI end user's presubscribed interexchange carrier or if the ACI end user uses BellSouth as an interexchange carrier on a 10XXX/101XXXX basis, ACI will charge BellSouth the appropriate BellSouth tariff charges for originating switched access services.

2.4 Additional Interconnection. To the extent ACI 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 ACI 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. ACI shall utilize SS7 signaling links, ports and usage as set forth in Attachment 2. ACI 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 ACI shall establish interconnecting trunk groups between networks. 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/New Business Request via the Bona Fide Request/New Business 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 ACI 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. BellSouth will provide ACI with local interconnection for the transmission and routing of telephone exchange service and exchange access at Parity. Attachment 2 contains detailed service descriptions, technical requirements and quality measures provided to ACI.

5.4 Network Management Controls. BellSouth will work cooperatively with ACI 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 ACI, 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 ACI 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 9 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 and ACI will exchange the proper call information, i.e. originated call company number and destination call company number, CIC, and OZZ, including all proper translations for routing between networks and any information necessary for billing.

6. Parity in Ordering and Provisioning

BellSouth shall provide interconnection ordering and provisioning services to ACI at Parity. 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 ACI customers will not have to dial any greater number of digits than BellSouth customers to complete the same call. In addition, ACI 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. **Local Interconnection Compensation**

8.1 The Parties shall provide for the mutual and reciprocal recovery of the costs of transporting and terminating local calls on each other's network. The parties agree that charges for transport and termination of calls on its respective networks are as set forth in Attachment 11. BellSouth will pay transport from and to ACI's point of termination located within the LATA in which the call originated.

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 ACI 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, ACI agrees to compensate BellSouth for any charges or costs for the delivery of transit traffic to a connecting carrier on behalf of ACI for which a valid contract or order has not been established. Additionally, the Parties agree that any billing to a third party or other telecommunications carrier under this section shall be pursuant to MECAB procedures.

Attachment 4

Physical Collocation

BELLSOUTH
PHYSICAL COLLOCATION

1. SCOPE OF ATTACHMENT

1.1 Right to occupy. BellSouth hereby grants to ACI a right to occupy exclusively that certain area designated by BellSouth within a BellSouth Central Office, of a size and dimension which is specified by ACI and agreed to by BellSouth (hereinafter "Collocation Space").

1.1.1 ACI may not provide or make available space within the collocation space to any third party. Notwithstanding the foregoing, an Affiliate of ACI, a parent corporation to ACI or a majority-owned subsidiary of ACI ("ACI Entities") may occupy the Collocation Space pursuant to this Agreement by completing the Application/Inquiry and Firm Order processes if (i) said ACI Entities are telecommunications carriers to which BellSouth has a statutory obligation to provide for physical collocation arrangements; and (ii) if said ACI Entities are made a party to this Agreement for purposes of physical collocation and agree to be bound by the terms and conditions set forth herein. When an ACI Entity is made a party to this Agreement pursuant to this Section, ACI shall provide written notice to BellSouth. The rates and charges associated with the ACI Entities' use of Collocation Space will be billed to ACI Corp.

1.1.1 Such Collocation Space may be enclosed or unenclosed at ACI's sole discretion as local statute, ordinance, or regulation permits. If ACI elects to enclose the Collocation Space, BellSouth, or, at ACI's option, a BellSouth approved Certified Vendor, will design and construct, at ACI's expense and pursuant to specifications agreed to by the Parties, a wall or other enclosure delineation to establish a clear division between the Collocation Space and other areas of the Central Office dedicated to BellSouth's use.

1.1.2 At ACI's option and expense, BellSouth will permit the installation of lockable cabinets for ACI's use in ACI's collocation space.

1.2 Use of space. ACI may use the Collocation Space for the purposes of installing, maintaining and operating ACI's equipment (to include testing and monitoring equipment) which is used to interconnect with telecommunications services and facilities provided by BellSouth. Pursuant to Article 3, following, ACI may place ACI-owned or leased fiber entrance facilities to the Collocation Space, in which case the arrangement is designated "Expanded Interconnection." If ordered by a Commission or a court of competent jurisdiction, BellSouth shall offer to ACI copper entrance facilities consistent with such decision. Placement of equipment in the Collocation Space without the use of ACI-owned entrance facilities is designated "Service Interconnection." In addition to, and not in lieu of, interconnection to BellSouth services and facilities, ACI may directly connect to other Interconnectors within the designated BellSouth Central Office (including to its own virtual or physical collocated arrangements) through facilities designated by ACI The Collocation Space may be used for no other purposes except as specifically described herein or otherwise authorized in writing by BellSouth.

1.3 Rates and charges. ACI agrees to pay the rates and charges identified at Exhibit A attached hereto.

1.4 Location of Arrangement. BellSouth will permit ACI to physically collocate, pursuant to the terms of this Attachment 4, at any BellSouth Central Office, unless BellSouth has determined that there is no space available due to space limitations. Such determinations shall be subject to the following condition: after notifying ACI that BellSouth has no available space in a particular Central Office, BellSouth must timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth will maintain a waiting list of customers on a first come, first service basis. BellSouth will notify the telecommunications carriers on the waiting list when space becomes available according to how much space becomes available and the position of telecommunications carrier on said waiting list. BellSouth will post a Carrier Notification letter on BellSouth's Interconnection website as a general notice that space in a Central Office has become available. Upon request BellSouth will advise ACI as to its position on the list. Notwithstanding the foregoing, should any state regulatory agency impose a different procedure regarding the assignment of space in a central office where space has been previously unavailable, that procedure shall supersede the requirements set forth herein.

1.5 BellSouth will take collocator demand for space into account when renovating existing facilities and constructing or leasing new facilities. BellSouth will provide virtual collocation where physical collocation is not available because of space limitations.

2. OCCUPANCY

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

2.2 Occupancy. BellSouth will notify ACI in writing that the Collocation Space is ready for occupancy. ACI 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. ACI must notify BellSouth when ACI's vendor has completed the installation of operational telecommunications equipment in the Collocation Space and connected such equipment with BellSouth's network. BellSouth shall fully cooperate with, and use its best efforts to assist, ACI in meeting this deadline, including without limitation, conducting interoperability testing of the Parties' respective facilities and equipment and making BellSouth facilities and technical support personnel available during normal business hours upon at least 36 hours advance notice to schedule BellSouth facilities or support personnel available during normal business hours upon reasonable request from ACI for testing purposes. BellSouth may consent to an extension beyond 180 days upon a demonstration by ACI that circumstances beyond ACI's reasonable control prevented ACI from completing installation by the prescribed date. If ACI 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, given no sooner than the one hundred eightieth (180th) day, then and in that event ACI's right to occupy the Collocation Space terminates and BellSouth shall have no further obligations to ACI Corp. with respect to said Collocation Space, except as provided in Section 4.10.

Termination of ACI's rights to the Collocation Space pursuant to this paragraph shall not operate to release ACI 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, ACI's telecommunications equipment will be deemed operational when cross-connected to BellSouth's facilities for the purpose of service provision.

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

3. USE OF COLLOCATION SPACE

3.1 Equipment Type. BellSouth permits the placement of equipment in the Physical Collocation arrangement where such equipment is utilized for the purposes of providing telecommunications services through interconnection or through access to unbundled network elements. Where that equipment can also provide information services, the telecommunications carrier may offer information services through the same arrangement, so long as it is also offering telecommunications services through the same arrangement. BellSouth is not required to provide for collocation of equipment that can only provide enhanced services or information services. In addition, BellSouth will not permit collocation of equipment that will be used only to provide enhanced services or information services. Further, BellSouth will not accept collocation requests that are not telecommunications carriers. Such equipment must at a minimum meet the following BellCore Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 requirement as outlined in the BellCore Special Report SR-3580, Issue 1; equipment design spatial requirements per GR-63-CORE, Section 2; thermal heat dissipation per GR-063-CORE, Section 4, Criteria 77-99; acoustic noise per GR-063-CORE, Section 4, Criterion 128, and National Electric Code standards. ACI shall not give current or potential customers tours of its Collocation Space. ACI shall place no signs or markings of any kind (except for a plaque or other identification affixed to ACI's equipment and reasonably necessary to identify ACI'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.

3.1.1 BellSouth shall provide intraoffice facilities (e.g. DS0, DS1, DS3, OC3, OC12, and OC48) as required by ACI to meet ACI's needs for placement of equipment, interconnection, or provision of service. ACI may purchase either (i) Dedicated Transport, as defined in Attachment 2 of this Agreement, from BellSouth, or (ii) the functional equivalent of Dedicated Transport from another source, for the purpose of transporting traffic between an ACI Collocation Space and any other location

specified by ACI, including without limitation BellSouth Central Office(s), other BellSouth locations, or any ACI or third party network facilities.

3.2 Entrance Facilities. ACI may elect to place ACI-owned, or ACI-leased fiber entrance facilities into the Collocation Space. If ordered by a Commission or a court of competent jurisdiction, BellSouth shall offer to ACI copper entrance facilities consistent with such decision. 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. ACI will provide and place cable at the point of interconnection of sufficient length to be pulled through conduit and into the splice location. ACI 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 ACI's equipment in the Collocation Space. ACI will notify BellSouth prior to placing the entrance facility cable in the manhole. ACI 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 ACI with information regarding BellSouth's capacity to accommodate dual entrance facilities. If conduit in the serving manhole(s) is available, BellSouth will make the requested conduit space available for installing a second entrance facility to ACI's arrangement pursuant to Section 224 of the Act. 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 Exhibit "B" to this Attachment 4.

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

3.3 Splicing in the Entrance Manhole. Although not generally permitted, should ACI 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 ACI by BellSouth, ACI 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 ACI'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. ACI 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. ACI 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 ACI's Equipment and Facilities. ACI is solely responsible for the design, engineering, testing, performance, monitoring, maintenance, and repair of the equipment and facilities used by ACI in the Collocation Space. Without limitation of the foregoing provisions, ACI 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). Except in cases of emergency, BellSouth will give ACI forty-eight (48) hour notice when access to the Collocation Space is required. ACI may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that ACI will not bear any of the expense associated with this work. BellSouth will work with ACI to ensure that any equipment or building modifications performed by BellSouth do not have a materially adverse effect on any of the services ACI provides.

3.7 Access and Administration. ACI shall have access to the Collocation Space(s) whether such spaces are enclosed or otherwise, and any equipment contained therein, 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 ACI to traverse restricted areas. BellSouth shall use its best efforts to provide ingress and egress to the Collocation Space, where physically and economically feasible to BellSouth, that will not require ACI to traverse restricted areas of the Central Office. ACI's operation and employees, agents and contractors shall conform to current OSHA regulations and all other governmental rules, ordinances, and statutes pertaining to operations within a commercial environment. ACI's employees, agents and contractors are responsible for being aware of the fire prevention and evacuation procedures in each Collocation Space and BellSouth shall identify the location of such procedures during the walkthrough conducted pursuant to section 4.3.3, herein. ACI acknowledges that the Collocation Space is contained within a secure, limited access location and as such shall cause its employees, agents and contractors to conduct themselves as to maintain the security of the location as specified by BellSouth in briefings or written materials, including but not limited to, requiring all ACI employees, agents or contractors to display an identification badge issued by ACI or a Certified Vendor which contains a current photo, the individual's name and company name/logo. ACI 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 ACI's request for access a priority level at least at parity with that which BellSouth assigns itself or any other telecommunications service provider for similar Central Office emergencies. Upon expiration of this Agreement, ACI shall surrender the Collocation Space to BellSouth in the same condition as when first occupied by ACI except for ordinary wear and tear and for reconfigurations to which the Parties agree.

3.7.1 If ACI elects to enclose the Collocation Space, access to ACI's Collocation Space shall be limited by BellSouth and ACI (i) to employees, agents, contractors, subcontractors, or other representatives of ACI, and (ii) to BellSouth employees, agents, and contractors to the extent they have the right to access ACI's Collocation Space pursuant to this Attachment 4.

3.7.2 If ACI elects not to enclose the Collocation Space, access to the area in which ACI's Collocation Space is located shall be limited by BellSouth and ACI (i) to employees, agents, contractors, subcontractors, or other representatives of ACI and any other telecommunications carrier, its agents, contractors, subcontractors or other representatives of such telecommunications carrier, collocating equipment in the same common collocation area as ACI, and (ii) to BellSouth employees, agents, and contractors to the extent they have the right to access ACI's Collocation Space pursuant to this Attachment 4.

3.7.3 For manned BellSouth Central Offices, BellSouth shall establish sign-in and/or other security procedures reasonably sufficient to identify all individuals who enter a Central Office where ACI's Collocation Space, regardless of whether such space is enclosed, in sufficient detail so as to enable BellSouth to identify to ACI, upon ACI's request, any individual who accesses the Central Office where ACI's Collocation Space is located.

3.7.4 For unmanned BellSouth Central Offices, BellSouth shall limit access to only those individuals to whom (i) BellSouth has provided limited issue, non-duplicable keys, or (ii) BellSouth has provided the access code for card readers where card readers are the sole means of entry into such Central Offices, as the case may be.

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 Interconnector located in the Central Office; shall not endanger or damage the facilities of BellSouth or of any other Interconnector, the Collocation Space, or the Central Office; shall not compromise the privacy of any communications carried in, from, or through the Central Office; and shall not create an unreasonable risk of injury or death to any individual or to the public.

3.8.1 In the instance where interference or impairment of BellSouth's or any other interconnector's equipment or facilities may result from the operation of ACI's equipment or facilities, ACI shall immediately seek to determine whether its equipment or facilities is operating outside of the technical specifications and operating parameters established by the manufacturer of said equipment or facilities. Except as provided in subsection 3.8.1.3, if any equipment or facilities of ACI violate the provisions of this section, BellSouth shall give written notice of such alleged violation and the need to correct the condition.

3.8.1.1 ACI will commence curative measures within 24 hours of ACI's actual receipt of written notice. The condition shall be corrected within 48 hours or if the condition cannot be corrected within said 48 hour period, ACI will exercise reasonable diligence to complete such measures as soon as possible.

3.8.1.2 After receipt of the notice set forth in 3.8.1, BellSouth and ACI will consult immediately and, if necessary, to inspect the arrangement. If it is agreed that ACI's arrangement is not in violation of section 3.8, ACI shall have no other obligation under this section as to the notice received by ACI.

3.8.1.3 If ACI fails to comply with section 3.8 or if the alleged violation is of a character that poses an immediate and substantial threat of damage to property, injury or death to any person, 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 ACI equipment. BellSouth will endeavor, but is not required to provide notice to ACI prior to taking such action and shall have no liability to ACI for any damages arising from such action, except to the extent that such action by BellSouth constitutes gross negligence or willful misconduct.

3.8.1.4 If any services provided by BellSouth to ACI are interrupted during the impairment or interference period or the access to unbundled network elements to ACI is interrupted during the impairment or interference period, upon the correction of the interference or impairment, such services and access shall be restored.

3.8.2 In the instance where interference or impairment of ACI's equipment or facilities may result from the operation of BellSouth equipment or facilities, BellSouth shall immediately seek to determine whether its equipment or facilities is operating outside of the technical specifications and operating parameters established by the manufacturer of said equipment or facilities. If so, BellSouth shall, within 24 hours of such determination, commence curative measures to bring the equipment or facilities back into conformance with the appropriate technical specification and the operating parameters established by the manufacturer. The condition shall be corrected within 48 hours of such determination or if the condition cannot be corrected within said 48 hour period, BellSouth will exercise reasonable diligence to complete such measures as soon as possible.

3.9 Personalty and its Removal. Subject to requirements of this Agreement, ACI 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 (i) is telecommunications equipment, (ii) does not violate floor loading requirements, and (iii) is not or does not become an Environmental Hazard or Hazardous Material. Personal property, facilities and equipment placed by ACI 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 ACI at any time. Any damage except for ordinary wear and tear caused to the Collocation Space by ACI's employees, agents or representatives during the removal of such property shall be promptly repaired by ACI at its expense.

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

4. ORDERING AND PREPARATION OF COLLOCATION SPACE

4.0. The Parties recognize that ACI intends to initially submit up to sixty (60) applications for Collocation Space. The Parties recognize that these applications will, for the most part, be substantially similar in design and description.

4.0.1 As soon as reasonably possible but no more than five (5) business days after ACI submits its complete and accurate applications, BellSouth and ACI will meet, or otherwise confer, to establish a Central Office by Central Office prioritization of the order in which BellSouth will both (i) respond to each of ACI's applications and (ii) provision and construct the requested collocation spaces to the extent such information is available. These provisions shall apply both to the initial set of applications as well as to any subsequent set of multiple applications submitted by ACI.

4.0.2 All negotiations shall consider all of the following: (i) the total volume from all requests from telecommunications companies for collocation; (ii) whether any of the Central Offices in question have already been built out to accommodate other collocator(s); (iii) ACI's business need for particular Central Offices; (iv) the rate of exhaustion of space for particular Central Offices; (v) how long it will reasonably take BellSouth to respond to a particular application; and (vi) how long it will reasonably take BellSouth to construct the space requested by ACI.

4.1 Application for Space. ACI may submit to BellSouth a complete and accurate Application and Inquiry document(s), together with payment of the Application Fee as stated in Exhibit A. The Application(s) shall contain a detailed description and schematic drawing of the equipment to be placed in ACI's Collocation Space(s) and an estimate of the amount of square footage requested. ACI will include a prioritization of the order in which it would like an Application Response from BellSouth upon initial submission of ACI's applications for collocation space. BellSouth will respond to ACI if there are any incomplete and/or incorrect applications within three (3) business days of submission of ACI's applications (any applications received after 3 p.m. are considered next day receipt).

4.1.1 Application Response. BellSouth will examine the applications submitted by ACI and will respond to the applications as follows:

4.1.1.1 For the applications for central offices where a common area is constructed, where local building code allows an unenclosed arrangement, and space is available within the common area, BellSouth will respond to these applications as soon as possible, will use its best efforts to respond to these applications within 45 days, and in no event will take longer than 60 days to respond to these applications.

4.1.1.2 For the applications for central offices where common area construction is not complete or where no common area has been

constructed and space is available within the central office, BellSouth will respond to these applications as soon as possible, will use best efforts to respond to these applications within 60 days but, in no event will take longer than 90 days to respond to these applications.

4.1.2 Additional Applications Submitted by ACI: BellSouth will respond within thirty (30) days for up to five (5) applications within the same state submitted within fifteen days. If ACI submits more than five (5) applications within the same state within fifteen (15) days, then in order to process these applications in the most timely and efficient manner possible, BellSouth and ACI will negotiate in good faith a prioritization pursuant to section 4.0 of this Attachment. All negotiations shall consider the following: (i) the total volume from all requests from telecommunications companies for collocation; (ii) whether any of the Central Offices in question have already been built out to accommodate other collocator(s); (iii) ACI's business need for particular Central Offices; (iv) the rate of exhaustion of space for particular Central Offices; (v) how long it will reasonably take BellSouth to respond to a particular application; (vi, and how long it will reasonably take BellSouth to construct the space requested by ACI.

4.1.3. Should BellSouth determine that the amount of space requested by ACI is not available, BellSouth will advise ACI prior to the application response. When the amount of space available is less than that requested by ACI or differently configured, ACI has the option of applying for this space by amending its application to reflect the actual space available. Where the request has been for an enclosed space, the amended application shall be for the actual space available rounded down to the nearest 50 square foot increment. In the aforementioned situation, ACI will not be required to pay a supplemental application fee and BellSouth will provide an application response to the amended application within the agreed upon response interval, provided however that ACI has provided the amended application in a timely manner.

4.1.4. The application response will detail the estimated interval, estimated space preparation costs, and the amount of space available.

4.2 Bona Fide Firm Order. ACI 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 ACI to complete the application/inquiry process described in subsection 4.1, preceding, submit an updated application document that it is complete and accurate based on the outcome of the application/inquiry process, and pay all applicable fees referenced in Article 5, following. Material changes (e.g. increase in floor space or additional equipment added) to the request may require additional application(s) by ACI and additional response(s) prepared by BellSouth. Such material changes shall toll the interval for construction while the additional response is being prepared. The bona fide firm order must be received by BellSouth no later than thirty (30) days after ACI's receipt of BellSouth's response to ACI's application/inquiry, the exact date of which will be indicated in BellSouth's response letter.

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 and agreed upon fees. BellSouth will acknowledge the receipt of ACI's bona fide firm order within fifteen (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. BellSouth will not unreasonably determine that a bona fide firm order is not complete or accurate, and it will inform ACI of all the reasons why the bona fide firm order is not complete or accurate. The turn over date will fall within the intervals stated in section 4.3.

4.2.2 BellSouth will permit one site visit for each Collocation Space requested after receipt of the bona fide firm order. Security escort charges will be assessed, if necessary, for the site visit.

4.2.3 BellSouth will commence space preparation for the Collocation Space immediately upon BellSouth's receipt of the bona fide firm order and all applicable fees.

4.2.4 Within three (3) business days of ACI's written request, BellSouth will identify any known Environmental Hazard or Hazardous Materials in the Collocation Space requested by ACI in its bona fide firm order pursuant to section 4.2 of this Attachment 4.

4.2.5 Upon seventy-two (72) hours advanced notice and with a security escort, if necessary, BellSouth will allow ACI to perform any environmental investigations in the Central Office or Collocation Space, including, but not limited to, asbestos surveys, which ACI deems to be necessary in support of its collocation needs, at ACI's expense.

4.2.6 If the Collocation Space contains environmental contamination or hazardous material, particularly but not limited to asbestos, lead paint or radon, which makes the placement of such equipment or interconnection hazardous, BellSouth shall offer an alternative space, if available, for ACI's consideration. If no other space available, ACI may choose to accept the space containing Environmental Hazard or Hazardous Materials, or may choose to obtain virtual collocation space. If ACI chooses to accept the space, BellSouth will abate the Hazard or Material at ACI's expense.

4.3 Construction and Provisioning Interval.

4.3.1 The Parties will negotiate construction and provisioning intervals, consistent with those established during the initial negotiations as described in Section 4.0 of this Attachment , per request on an individual case basis following receipt of the bona fide firm orders and pursuant to the provisions of this subsection.

4.3.1.1 For the applications described in subsection 4.1.1.1, BellSouth will use best efforts to complete construction for the collocation arrangements as quickly as possible, and in no event later than 120 days from the receipt of a complete and accurate bona fide firm order. The 120 day period shall not include the time interval required to secure the appropriate government licenses and permits.

4.3.1.2 For the applications described in subsection 4.1.1.2, BellSouth will use best efforts to complete construction for the collocation arrangements as quickly as possible, and in no event later than 180 days from the receipt of a complete and accurate bona fide firm order. The 180 day period shall not

include the time interval required to secure the appropriate government licenses and permits.

4.3.1.3 Permits. BellSouth or its agents will diligently pursue filing for the required permits necessary for the preparation and construction of the Collocation Space within 7 business days of the completion of finalized construction designs and specifications. BellSouth or its agents will diligently pursue obtaining the required permits. BellSouth hereby acknowledges that it is solely responsible for obtaining any permits required for its preparation and construction of Collocation Space. BellSouth will not be held responsible for delays resulting from the actions or non-actions of ACI or ACI's agents.

4.3.2 For additional applications, as described in section 4.1.2 of this Attachment, the Parties will negotiate construction and provisioning intervals per request on an individual case basis following receipt of the bona fide firm order. Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will use its best efforts to complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of 120 days from the receipt of a complete and accurate bona fide firm order and to use best efforts to complete construction for collocation arrangements under extraordinary conditions as soon as possible and within a maximum of 180 days from the receipt of a complete and accurate bona fide firm order, where the infrastructure rearrangement or accommodations allow.

4.3.2.1 For the purposes of section 4.3.2, 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).

4.3.2.2 For the purposes of section 4.3.2, extraordinary conditions are defined to include but are not limited to 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 Material abatement.

4.4. Joint Planning Meeting. A joint planning meeting or other method of joint planning between BellSouth and ACI will commence as soon as possible, or within a maximum of twenty (20) days from BellSouth's receipt of a complete and accurate firm order and the payment of agreed upon fees, unless the Parties agree to an alternative time frame.

4.4.1 At such meeting, the Parties will agree to the design of the collocation space and the equipment configuration requirements as requested by ACI on its bona fide firm order.

4.4.2 In the event ACI 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.

4.4.3 The Collocation Space completion time period and the turn over date will be provided to ACI during the joint planning meeting or as soon as possible

thereafter. The Collocation Space completion time period and the Turn Over date must comply and be consistent with the intervals set forth in this Article 4.

4.4.4 BellSouth will complete all design work following the joint planning meeting. If BellSouth needs to reevaluate ACI's application as a result of changes requested by ACI to ACI's original application, then BellSouth will charge ACI 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 ACI to resubmit the application with an application fee.

4.5 Acceptance Walk Through. ACI and BellSouth will complete an acceptance walk through of each Collocation Space requested from BellSouth by ACI. BellSouth will correct any deviations to ACI's original or jointly amended requirements within five (5) business days after the walk through, unless the Parties jointly agree upon a different time frame.

4.6 Use of Certified Vendor. ACI 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 ACI with a list of Certified Vendors upon request. The Certified Vendor shall be responsible for installing ACI'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 ACI upon successful completion of installation. The Certified Vendor shall bill ACI directly for all work performed for 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, and shall not unreasonably deny, certifying ACI.

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

4.8 Basic Telephone Service. Upon request of ACI, 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.

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

4.10 Turn-Over Date.

4.10.1 BellSouth will use its best efforts to turn over the Collocation Space to ACI by the Turn-Over Date within the interval specified in Section 4.3, unless otherwise jointly agreed by the Parties.

4.10.1.1 Equipment Installation. ACI may negotiate an installation date prior to the Turn-Over Date, as defined in Section 4.7 of this Attachment. BellSouth shall not unreasonably deny an installation date that is prior to the turn-over date. ACI agrees to waive any liability as set forth in Exhibit "D."

4.10.2 BellSouth shall compensate ACI for any delays in the negotiated completion and Turn-Over dates which create expenditures for ACI. ACI will be reimbursed in the amount equal to the ACI expenditures incurred as a direct result of delays created by BellSouth.

4.11 Space Enclosure. Upon request of ACI, BellSouth shall construct an equipment arrangement enclosure of a size and dimension jointly agreed upon by the Parties. BellSouth will inform ACI of the types of enclosures available in its application response. ACI may request enclosed floor space in increments of fifty (50) square feet, with a minimum of one hundred (100) square feet. ACI may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure at ACI's sole expense in accordance with BellSouth's guidelines and specifications. Such contractor shall directly bill ACI for activities associated with the space enclosure construction. ACI 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, or as specified in Section 3.6, BellSouth will not access ACI's locked enclosure prior to notifying ACI. Should BellSouth access ACI's locked enclosure, BellSouth will not damage any equipment in the Collocation Space and will not perform any work which will impact the services ACI is providing, unless such work is necessary to protect the Collocation Space or ACI's equipment contained therein.

4.12 Virtual Collocation Transition. To the extent space becomes available to ACI, ACI may transition its virtual collocation arrangements in the same Central Office 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. ACI 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.

4.13 Cancellation. ACI may cancel its bona fide firm order for Central Office space at any time prior to occupancy. If ACI cancels its order for the Collocation Space(s), ACI will reimburse BellSouth for any reasonable and demonstrable expenses actually incurred by BellSouth 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 ACI would have otherwise paid for work undertaken by BellSouth if no

cancellation of the order had occurred. BellSouth shall refund to ACI any monies previously paid by ACI but not expended by BellSouth less any reasonable and demonstrable expenses incurred by BellSouth.

4.14 Utilities. The Collocation Space provided to ACI by BellSouth shall include fully operational utility services having the size and capacity agreed upon by BellSouth and ACI, including without limitation, AC electrical service, lighting, heating, air conditioning and ventilation. BellSouth shall provide ACI an uninterrupted –48V DC power supply, as well as emergency back-up at parity with that which BellSouth provides itself.

4.15 Use of Information Restriction. BellSouth agrees to use information received from or on behalf of ACI in conjunction with this Attachment 4, including without limitation, any information ACI provides (i) on an application for Collocation Space, (ii) on a bona fide firm order, or (iii) during any planning meetings between the Parties, solely to support BellSouth's efforts and obligations to ACI in conjunction with this Agreement and for no other purpose. Any confidential or proprietary information provided by either Party for purposes of implementation of this Attachment 4 shall be exchanged and used only pursuant to Section 9 of the General Terms and Conditions of this Agreement.

5. RATES AND CHARGES

5.1 Non-recurring Fees. In addition to the Application Fee referenced in Section 4, preceding, ACI shall remit payment of a Cable Installation Fee, Space Enclosure 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 the later of (i) thirty (30) days following ACI's receipt of a bill or invoice from BellSouth; or (ii) thirty (30) days after the Collocation Space has been turned over to ACI. Once the installation of the initial equipment arrangement is complete, a subsequent application fee may apply (as described in subsection 5.5) when ACI Corp. 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. Currently, Cable Installation Fee(s) are assessed per entrance fiber placed. No Cable Installation Fee is required for Service Interconnection.

5.4 Space Enclosure Construction 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 ACI Corp.'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 FCC Number 1 Tariff, Sections 13.1 and 13.2. An estimate of the Additional Engineering charges will be provided by BellSouth to ACI Corp. in the Application Response.

5.6 Subsequent Application Fee. BellSouth requires the submission of additional documentation when ACI Corp. desires to modify the use of the collocation space. ACI Corp. 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 ACI Corp. 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 ACI Corp. 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.

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

5.8 Power. Charges for -48V DC power will be assessed per ampere per month based upon the Certified Vendor engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and cable rack to ACI's equipment or space enclosure. Fuses and power feed cables (A&B) must be engineered (sized), furnished and installed by ACI's Certified Vendor. The ACI'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 ACI Corp.'s request to collocate in that central office ("Power Plant Construction"), ACI Corp. 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 ACI 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. ACI Corp. shall pay BellSouth one-half of its prorata share of the estimated Power Plant Construction costs prior to

commencement of the work. ACI Corp. 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. ACI Corp. 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 ACI Corp. 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.

5.9 Security Escort. A security escort will be required whenever ACI 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.

5.10 Other. Payment of all other charges delineated in Exhibit A of this Attachment are due thirty (30) days after receipt of the bill (payment due date). ACI 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. ACI may dispute any charge assessed under this Attachment. Such disputes shall be in good faith. Late payment charges will apply if the dispute is resolved in BellSouth's favor and will not apply if the dispute is resolved in ACI's favor. BellSouth will promptly send all bills after processing.

6. INSURANCE

6.1 ACI shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Article 6 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 ACI 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 ACI 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 ACI to at least such minimum limits as shall then be customary with respect to comparable collocation arrangements entered into by BellSouth with similarly situated interconnecting parties at the same Central Office location.

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

6.5 ACI 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. ACI shall arrange for BellSouth to receive thirty (30) days advance notice of cancellation from ACI's insurance company. ACI 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 ACI 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.

7. MECHANICS LIENS

7.1 If any mechanics lien or other liens shall be filed against property of either party (BellSouth or ACI), 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 ACI's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between ACI's equipment and equipment of BellSouth. BellSouth may conduct an inspection if ACI subsequently adds

additional or different equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties BellSouth shall provide ACI 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 ACI will be permitted in the BellSouth Central Office. ACI 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 or a Central Office where a Collocation Space is located is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to render the Collocation Space unsuitable for ACI's permitted use hereunder, then either party may elect within ten (10) days after such damage, to terminate this Agreement with respect to the unsuitable Collocation Space only, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall, with respect to the unsuitable Collocation Space, stand released of and from further liability under the terms hereof. If (i) the Collocation Space or a Central Office where Collocation Space is located suffers only minor damage, and the Collocation Space is not rendered unsuitable for ACI's permitted use, or (ii) the Collocation Space is rendered unsuitable for ACI's permitted use and the option to terminate is not exercised by either party, then BellSouth covenants and agrees to proceed promptly without expense to ACI, except for improvements not the property of BellSouth, to diligently, continuously, and in a good workman-like manner, repair the damage and restore the Collocation Space to the same or substantially the same condition as it was in prior to such damage. Such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. ACI 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 as defined in Section 4.4. If ACI's acceleration of the project increases the cost of the project, then those additional charges will be incurred by ACI Where allowed and where practical, ACI may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, ACI shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for ACI's permitted use, until such Collocation Space is fully repaired and restored and ACI'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 or such portion of the Central Office shall be taken such that the Collocation Space is rendered unsuitable for its permitted use by any public authority under the power of eminent domain, then this Agreement shall terminate as to that Collocation Space only, 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 ACI shall each have the right to terminate this Agreement as to that Collocation Space only, 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 ACI 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 Attachment shall be given or made by ACI 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 ACI Corp.:
9th Floor	2609 Monterey Drive
600 North 19th Street	Pittsburgh, PA 15241
Birmingham, AL 35203	
ATTN: OLEC Account Team	ATTN: Mr. Bob Rowe

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. ACI 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 ACI 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 FCC 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, ACI may directly connect to other Interconnectors within the designated Central Office in addition to, and not in lieu of, interconnection to BellSouth services and facilities. ACI must use a Certified Vendor to place the direct connection. The Direct Connection NRC is assessed when direct connection is the only work requested by ACI 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.

Exhibit B

MICROWAVE COLLOCATION

Where technically feasible, BellSouth will provide for physical collocation of ACI's microwave equipment on the roofs of BellSouth's Central Office Buildings. Such equipment will be limited to that necessary for interconnection of ACI's network facilities to BellSouth's network or access to BellSouth's unbundled network elements.

Microwave Collocation includes placement of supporting masts, non-penetrating roof mounts ("NPRM"), penetrating pipe stands, parapet mounts, and microwave antenna(e) on the roof top or other suitable exterior spaces of BellSouth's Central Offices and does not include the construction of towers. The Parties will work together to determine the preferable type of antenna mount reasonably considering such factors as permitting requirements, roof maintenance issues and any other relevant factors. BellSouth shall have final approval of the type of antenna mount. The Parties agree that the elements listed below reflect requirements for Microwave Collocation, which shall be provided in accordance with the rates, terms and conditions set forth below. The Parties acknowledge that Microwave Collocation requires unobstructed line-of-sight. Unobstructed line-of-sight will be provided by BellSouth where technically feasible but is not guaranteed to be available. ACI accepts the responsibility of determining unobstructed line-of-sight at any location where ACI applies for Microwave Collocation.

1. PROVISIONING PROCESS AND FEES

A. Initial Site Visit

ACI will provide a Site Visit Request to BellSouth, in writing, setting forth the names of the BellSouth Central Office Buildings(s) ACI wishes to visit for potential Microwave Collocation. Such site visit consists of ACI representatives and appropriate BellSouth personnel visiting a BellSouth Central Office building for the purpose of determining whether an unobstructed line-of-sight is technically feasible. ACI will be responsible for making an unobstructed line-of-sight determination. Such Site Visit does not obligate ACI to request, or BellSouth to provide, Microwave Collocation on the site. The site visit will take place within fifteen (15) business days of receipt by BellSouth of ACI's Site Visit Request or as soon thereafter as can be scheduled by the Parties.

ACI will submit a Site Visit Request fee of $250.00 and will pay for the reasonable cost BellSouth incurs for travel, if necessary, for each site requested with each Site Visit not to exceed two hours. Charges for site visits that take longer than two (2) hours will be charged by BellSouth to ACI at BellSouth's loaded labor rates on a per hour basis in addition to the $250.00 fee. BellSouth will make every effort possible to use resources near the requested location to minimize travel required. If BellSouth determines that airline travel is required, BellSouth will contact ACI in an effort to discuss possible alternatives.

B. **Microwave Collocation Application**

This provision shall coincide with provision IV.A of the collocation agreement.

BellSouth will respond to a single Microwave Collocation Application within 30 business days of receipt by BellSouth. Multiple applications are defined as any application that is received within fifteen (15) business days of receipt by BellSouth of a previous application. Timeframes for the response to multiple applications will be negotiated by the Parties.

ACI shall submit the Application and Inquiry document and appropriate collocation application fee pursuant to BellSouth's FCC #1, Section 20 tariff (for virtual) or Section IV.A of this Agreement, in addition to a Microwave Collocation Attachment for each central office building where ACI seeks Microwave Collocation. This application and fees will apply both to space on the roof as well as space inside the BellSouth central office.

ACI shall provide BellSouth with the following data on the application to the extent available recognizing that certain information may change depending on the final determination of the location providing line of sight:

- Type of antenna mount (pipe, NPRM)
- Type of equipment to be collocated within ACI's case (vendor, capacity)
- Line of sight requirements (Azimuth)
- Relevant information includes: Station Name, Call Sign, Latitude, Longitude, Primary Antenna Type, Equipment Type, Equipment Emission, Power (dBm/Watts), Receive Level (dBm), EIRP (dBm/Watts), Transmit Frequency (MHz)
- WEIGHT AND CONFIGURATION
- Other relevant information as identified at the INITIAL site visit.

Roof Inspection: BellSouth may require a roof inspection at any site where ACI requests Microwave Collocation. ACI will bear the reasonable cost of the inspection including reasonable travel cost if any. BellSouth intends to use an independent contractor which may be accompanied by BellSouth personnel. The roof inspection fee shall be assessed on an individual case basis unless negotiated as a flat rate by the Parties. Such Roof Inspection does not obligate BellSouth to provide Microwave Collocation on the site.

If BellSouth concludes that rooftop/exterior space which provides ACI with unobstructed line-of-sight does not appear to be technically feasible, BellSouth will provide ACI a written explanation of such technical infeasibility within thirty (30) business days of BellSouth 's receipt of the collocation application including those cases where BellSouth's known business plans provide for or include an addition to the building which would impact the line of sight. This explanation will be included in the response to ACI's application.

Escorted access to the roof will be provided as necessary by BellSouth, at ACI's expense. Charges for escorted access to the roof are listed in Exhibit A..

BellSouth or its designated subcontractors shall perform all necessary work associated with the Microwave Collocation arrangement involving power and building modifications unless otherwise agreed to by the Parties. All work performed shall be done by a BellSouth certified vendor as referenced in provision IV.C in the collocation agreement unless the Parties agree that another certified vendor will be used. The Parties acknowledge that ACI may become a certified vendor.

If rooftop/exterior space is available BellSouth shall provide ACI an estimate for such microwave collocation as described more fully in provision 1.C at the same time BellSouth provides its interior collocation space quote.

C. **Preparation of Estimate / Application Response**

Within thirty (30) business days of receiving from ACI a single complete and accurate Application and Inquiry document , BellSouth will provide, as more fully described below, an estimate including an estimate for the Monthly Recurring Charges pursuant to the rates and terms set forth in this Agreement in Exhibits A and C.

The estimate shall reflect the specifications submitted by ACI and may change based on the actual field conditions encountered during construction. All BellSouth estimates shall be based up on the most cost-effective and practical method of accomplishing the tasks attendant to the proposed interconnection and collocation.

(2) Estimate:

(a) The Estimate /Application Response shall set forth separate estimated charges for the following work related to the installation of the Microwave Antenna Arrangement.

(i) **Architectural Plan and Structural Review**:

This shall be the reasonable sum of hourly charges of BellSouth Architects or its contractors necessary to review the plans for the Microwave Collocation Arrangement. This will include applicable consulting charges and fees for reviewing permitting material and/or assisting ACI in the permitting process to the extent required.

(ii) **Permitting Review**:

This shall be the sum of the hourly charges of BellSouth Property and Services Management and/or Project Managers whose time was reasonably necessary and actually spent reviewing permitting material and/or assisting ACI in the permitting process. BellSouth shall have final approval authority on all proposed conditions, (which shall not be unreasonably withheld) imposed by relevant jurisdictions and BellSouth shall have the right to be represented at all hearings in connection with governmental approvals.

(iii) **Exterior (and Related Interior) Building Modification Work**:

BellSouth will include a quote for BellSouth to perform coring within the Central Office, roof strengthening or any other exterior or related interior building modification that may be required.

(iv) **Supervision of General Contractor**:

This shall be the reasonable sum of the hourly charges, if necessary, of any BellSouth Property and Services Management personnel, Consultants, or Project Managers who monitor the Microwave Antenna Support Structure installation performed by ACI's contractor. The level of BellSouth's personnel or consultants shall be commensurate with the requirements for supervising the project and monitoring construction.

(v) **Special Security Construction**:

If BellSouth demonstrates that new secure access to the Microwave Collocation location is reasonably necessary, the costs associated with the construction of such access shall be described on a separate schedule to be provided by BellSouth to ACI.

(b) **Recurring Charges**

These consist of::

(i) Monthly Recurring Roof-Top Space Rental Fee:

The Monthly Recurring Roof-Top Space Rental Fee shall be on a per square foot basis with a minimum of 12 square feet per microwave arrangement as set forth in this Attachment in Exhibit D. ACI is limited to the placement of two microwave antenna (e) within its space, each with a limit of 30 inches in diameter and a height limitation of 20 feet above the building or point of attachment, subject to line-of-sight and structural engineering guidelines. ACI agrees that the height of the structure will be no greater than the minimum required to accommodate line of sight requirements. At no time shall an antenna (e) be directed across open roof space without approval of BellSouth which shall not be unreasonably withheld. Requests for larger or additional equipment, including antenna (e) will be handled on an individual case basis (ICB).

If BellSouth is required to do space preparation for the rooftop space, the start date for payment of the Rooftop Space Rental Fee shall be the date the space is made available to ACI to begin microwave equipment installation.. When BellSouth does not have to perform space preparation, the billing for rooftop space rental will start when the construction of the collocation space inside of the Central Office has been completed. BellSouth will work with ACI to avoid unreasonable time differences between the completion of rooftop space preparation and interior collocation space construction.

(ii) Escorted Access:

Where necessary, BellSouth will provide escorted access to space on the roof based on the hourly rates set forth in Exhibit A.

All estimates shall be valid for thirty (30) days from issuance, and ACI shall accept, reject or request changes within such time period, unless an extension is requested in writing by ACI and agreed to by BellSouth. Such extension will not exceed thirty (30) days. To accept an estimate, ACI shall so state in writing and shall pay BellSouth 50% of the total estimated charges ("Initial Payment") with the balance of the actual charges due upon completion of the Microwave Collocation area and any necessary supporting electrical or building modification work Payment requirements will be commensurate with provision V.A of the collocation agreement.

D. **Pre-Design Meeting**

Within ten (10) business days or as soon thereafter as can be scheduled by the Parties of receipt by BellSouth of ACI's complete and accurate Firm Order, BellSouth and ACI will have a Pre-Design meeting. This will be the same meeting that takes place for the interior collocation arrangement.

E. **Equipment and Testing**:

ACI shall be responsible for providing, at its sole expense, the antenna (e), coaxial cable, brackets, connectors, support structure and weather-proofing materials for such support structure or antenna (e) required for the Microwave Collocation. ACI shall also be solely responsible for final adjustments (e.g., pointing) of the antenna (e).

F. **Use Permits**:

ACI shall be responsible for obtaining all relevant Use Permits (Ups) and shall bear all costs and fees. ACI shall regularly apprise BellSouth of the status of such permitting and consult with BellSouth as reasonably necessary.

2. NO PROPERTY RIGHT CONFERRED

Notwithstanding anything contained herein to the contrary, Microwave Collocation shall not confer or be deemed to confer any property interest or right in BellSouth's property, and ACI hereby acknowledges that the rights conferred hereunder shall constitute merely a non-exclusive license to use a portion of BellSouth's property solely for the purposes set forth herein. A limit of two (2) ACI Microwave Collocation arrangements per Central Office will be permitted unless otherwise agreed to by the Parties.

Title to ACI's Microwave Collocation equipment shall remain in ACI as the property of ACI and shall not become fixtures to BellSouth's property.

3. RESPONSIBILITY OF THE PARTIES

A. ACI shall obtain any and all applicable and necessary permits, variances, licenses, approvals and authorizations from the governmental agencies with jurisdiction, including without limitation, use permits and buildings permits. FCC licenses and FAA approval, if required, to operate and maintain ACI's facilities during the Term of this Agreement.

B. ACI shall not use BellSouth's property or permit ACI's agents or contractors to do anything in or about the Central Office (s) in conflict with any applicable law affecting the condition, use or occupancy of the property or the installation, operation or maintenance of ACI's Microwave Collocation equipment. ACI shall not commit any public or private nuisance or any other act or practice which might or would materially disturb the quiet enjoyment of any occupant of nearby properties.

C. Where BellSouth performs may of the work pursuant to the quotes set forth in 1.D.(2)(a), BellSouth shall select the architect, engineers, surveyors, contractors, suppliers, consultants and subcontractors which may be necessary to develop plans, furnish materials and equipment, and perform construction work. BellSouth shall manage all such work in accordance with the plans and specifications approved by the Parties, all applicable laws, codes and regulations, and shall require that all contractors perform their work in a good workmanlike manner. BellSouth shall require that all BellSouth Contractors include ACI as an additional insured to any policies of insurance maintained by the Contractor for purposes of the Work, and shall indemnify ACI from losses, costs and expenses incurred as a result of contractor's work. ACI hereby acknowledges and agrees that BellSouth shall not be liable for the work performed, material, supplies, or work products furnished by any contractor, and that ACI shall look solely to the contractor and any warranties, indemnification or insurance furnished by such Contractor, waiving and releasing BellSouth from any claim or liability therefrom except to the extent of the negligence or willful misconduct of BellSouth in the performance of its project management activities.

D. Notwithstanding any other provision of this Attachment, ACI hereby acknowledges that BellSouth may have existing wireless communications facilities of its own or of other tenants or licensees on or at BellSouth's Central Office, and/or BellSouth may desire from time to time throughout the term of this Agreement to enter into agreements with other wireless communications providers for the installation, operation and maintenance of communications facilities on or at BellSouth's Property ("Other Wireless Carriers"). ACI shall cooperate with BellSouth and all Other Wireless Carriers so as to reasonably accommodate the needs and requirements of such Other Wireless Carriers with respect to the installation, operation, use and maintenance of their equipment and facilities, and all necessary alterations, modifications and other improvements to BellSouth's property, including utility connections and access. Subject to ownership of any exclusive frequency rights, ACI's facilities shall not physically, electronically, or inductively interfere with the existing BellSouth or other customers' or tenants' existing facilities. Each transmitter individually and all transmitters collectively at a given location shall comply with appropriate federal, state, and/or local regulations governing the safe levels of RF radiation. The foregoing obligations shall apply equally to all Other Wireless Carriers.

In the event ACI desires to relocate any of its then-existing Microwave Collocation facilities to a different place on the relevant BellSouth Central Office rooftop, ACI shall submit a new application with fee to BellSouth specifying the new location ACI proposes to occupy. If the relocation does not require BellSouth to expend capital, then a Subsequent Application fee will apply as covered in Exhibit A.

BellSouth shall, within thirty (30) business days of receipt of a complete application, approve such relocation or describe, in writing, why such relocation is not technically feasible.

F. ACI's Insurance Obligations

Pursuant to Section VI of the Collocation Agreement

G. At its sole cost and expense, ACI shall maintain ACI's Microwave equipment, including without limitation, all necessary repairs, replacements and restorations. In addition, ACI shall keep its Microwave Collocation space in a good, neat, sanitary and workmanlike condition. If ACI shall fail to keep its Microwave Collocation space in such workmanlike condition after ten (10) days written notice form BellSouth, BellSouth shall have the right but not the obligation to clean up the space on ACI's behalf. In such event, ACI shall be liable to BellSouth for the cost and expense of such work, upon written demand.

4. **SECURE ACCESS**

Pursuant to Section IX of the Collocation Agreement

5 **CABLE PROVISIONING**

ACI is responsible for providing and running the cable from the radio frequency (RF) equipment to the collocation cage. BellSouth will be responsible for providing any necessary cable support structure at a rate indicated in Exhibit D. A BellSouth consultant must approve how the cable will be run. This provision supplements provision III.B in the Collocation Agreement.

6. LINE OF SIGHT

BellSouth will manage roof space on a first-come /first-served basis. BellSouth will work cooperatively with ACI in determining suitable space for ACI equipment. Once the parties mutually determine an initial location which provides for line of sight pursuant to 1c) above, ACI is guaranteed a clear line of sight from the antenna mount and the edge of BellSouth's roof line. If BellSouth requires a building enhancement modification or through the placement of additional equipment obstructs ACI's existing line of sight, BellSouth will work with ACI to move the antenna mount or raise the height of the antenna mount for a clear line of sight. The costs of this modification will be borne by BellSouth.

If a third party elects to place equipment on the roof that obstructs an existing line of sight, the third party application will be denied unless all three parties mutually agree to move an existing arrangement to allow for a clear line of sight. The costs of this application will be borne by the third party.

7. ANTENNA MODIFICATIONS

ACI is limited to placement of two microwave antenna (e) within the designated space. ACI must submit an application with a fee before adding additional equipment to the microwave collocation space or to move equipment outside of designated space. ACI may not construct improvements or make Major Alterations to its rooftop space or microwave transmission facilities without prior written approval from BellSouth, which will not be unreasonably withheld. BellSouth shall respond to any single request (application)within thirty (30) business days. "Major Alterations" shall include but not be limited to: (i) additional construction by ACI of support equipment within its rooftop space, (ii) any modification to the rooftop space. "Major Alterations" shall not include (i) replacement of mounted equipment with like-sized and weight or smaller mounted equipment or similar functionality, (ii) routine repairs and maintenance to such microwave transmission facilities. Additional equipment or movement of existing equipment will require a new application and application fee Anything outside of normal maintenance may require a subsequent application fee as indicated in Exhibit A of the Collocation Agreement.

8. USE OF ANTENNA SPACE ON OTHER BELLSOUTH TOWERS

Requirements for antenna space on existing towers that are not part of a BellSouth central office will be handled through BellSouth's Master Licensing Process.

9. EQUIPMENT REMOVAL

If, at any time, BellSouth reasonably determines that any of ACI's facilities or equipment or the installation of ACI's facilities or equipment does not meet the requirements outlined in this Agreement, ACI will be responsible for the costs associated with the removal of such facilities or equipment or modification of the facilities or equipment or installation thereof to render it complaint. The removal of equipment must be done by a BellSouth Certified Vendor unless the Parties agree that another certified vendor can be used. If ACI fails to correct any non-compliance with these standards or fails to demonstrate that the equipment is compliant within fifteen (15) days' written notice to ACI, BellSouth may have the facilities or equipment removed or the condition correct at ACI's expense. Removal of Microwave Collocation equipment shall be pursuant to provision III.H in the Collocation Agreement.

10. NATURE OF USE

ACI equipment must comply with BellCore Network Equipment Building System (NEBS) Requirements, Electromagnetic Compatibility and Electrical Safety Generic Criteria for Network Telecommunication Equipment (TR-NWT-001089), and FCC OET Bulletin 65 dated 08/97. Requirements of provision III.A of the collocation agreement also apply. The operation of ACI's microwave equipment shall comply with all applicable federal and state RF guidelines.

11. POWER REQUIREMENTS FOR MICROWAVE ARRANGEMENT

BellSouth will not provide power or environmental support to the roof space. If BellSouth agrees in response to a specific request by ACI to provide power or environmental support to the roof space, ACI will bear all associated costs as specified by BellSouth to provide such services. In such case requirements set forth in provision V.C of the collocation agreement will apply.

12. GROUNDING AND BONDING

ACI at its expense will insure that any microwave equipment placed on the rooftop collocation space or in the building shall be grounded and bonded according to BellSouth's standards which shall be at a minimum consistent with industry standards. BellSouth agrees that grounding and bonding requirements shall be applied in parity to itself and other ACIs for similar types of equipment.

13. COLLOCATION AGREEMENT PROVISIONS

Any provision provided specifically herein shall be in addition to applicable provisions in the Collocation Agreement.

MICROWAVE COLLOCATION RATE ELEMENT DEFINITIONS AND CONDITIONS

Non-recurring charges - Relating to Microwave Roof Equipment

1) **Microwave Preparation Fees**

Architectural Plan and Structural Review
Exterior and Related Interior Building Modification Work
General Contractor Supervision
Special Security Construction

2) **Coring/Cable Pull**

Electrical and Building modification work for coring
Weather Proofing
Pulling cable to collocation equipment

3) **Roof Preparation (if applicable)**

Engineering Study (To develop roof preparation alternatives/costs)

4) **Escort - charge for access to roof**
Charge for access to Roof

Recurring charges - Relating to Microwave Roof Equipment

1) **Roof Space Lease Charge**

Monthly rate for leasing rooftop or other suitable exterior space on BellSouth CO on a per square foot basis.

MICROWAVE COLLOCATION RATES

Non-recurring charges

1)	Microwave Prep fee	[ICB FOR EACH CO]
2)	Coring/Cable Pull	[ICB FOR EACH CO]
3)	Roof Preparation /Exterior Cable Support Structure	[ICB FOR EACH CO]
4)	Microwave Installation	[ICB FOR EACH CO]
5)	Additional Charges*	[BASED ON ICB]

* Additional costs for environmental conditioning (if applicable) will be developed and charged as an ICB. These charges include but are not limited to (to the extent applicable): exterior cable support structure; coring; and roof reinforcement. These costs along with the building Modification costs will be pro-rated back to existing customers when new applicants are put into service.

Monthly recurring rates

1)	Roof space (per sq. ft.)*	$ 5.50 (interim)

• A minimum of 12 square feet is required per microwave arrangement. The final rate will be no less than $4.95 and no greater than $6.05

MICROWAVE COLLOCATION APPLICATION ATTACHMENT

1. Name/Address of Central Office (s)
2. Proposed Rooftop/Exterior Space Location of Microwave Equipment
3. Description of Microwave Equipment
4 Other

ENVIRONMENTAL AND SAFETY PRINCIPLES

The following principles provide basic guidance on environmental and safety issues when applying for and establishing Physical Collocation arrangements.

1. GENERAL PRINCIPLES

1.1 Compliance with Applicable Law. BellSouth and ACI agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC ("Applicable Laws"). Each party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this agreement.

1.2 Notice. BellSouth and ACI shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. Each party is required to provide specific notice for known potential Imminent Danger conditions. ACI should contact 1-800-743-6737 for BellSouth MSDS sheets.

1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for ACI to follow when working at a BellSouth Premises (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and contractors of BellSouth for environmental protection. ACI will require its contractors, agents and others accessing the BellSouth Premises to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by CLEC when operating in the BellSouth Premises.

1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the ACI space with proper notification. BellSouth reserves the right to stop any ACI work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Facility.

1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the BellSouth Premises by ACI are owned by ACI. ACI will indemnify BellSouth for claims, lawsuits or damages to persons or property caused by these materials. Without prior written BellSouth approval, no substantial new safety or environmental hazards can be created by ACI or different hazardous materials used by ACI at BellSouth Facility. ACI must demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Facility.

1.6 Spills and Releases. When contamination is discovered at a BellSouth Premises, the party discovering the condition must notify BellSouth. All Spills or Releases of regulated materials will immediately be reported by ACI to BellSouth.

1.7 Coordinated Environmental Plans and Permits. BellSouth and ACI will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, BellSouth and ACI will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, ACI must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and/or selection of BST disposition vendors and disposal sites.

1.8 Environmental and Safety Indemnification. BellSouth and ACI shall indemnify, defend and hold harmless the other party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages, (including direct and indirect damages, and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying party, its agents, contractors, or employees concerning its operations at the Facility.

2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

When performing functions that fall under the following Environmental categories on BellSouth's premises, ACI agrees to comply with the applicable sections of the current issue of BellSouth's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. ACI further agrees to cooperate with BellSouth to ensure that ACI's employees, agents, and/or subcontractors are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by ACI, its employees, agents and/or subcontractors.

The most current version of reference documentation must be requested from BellSouth.

2. **Categories for Consideration of Environmental Issues (cont.)**

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTS
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	Pollution liability insurance EVET approval of contractor	Std T&C 450 GU-BTEN-001BT, Chapter 4 Std T&C 660-3 GU-BTEN-001BT, Chapter 10
Emergency response	Hazmat/waste release/spill firesafety emergency	GU-BTEN-001BT, Chapter Building Emergency Operations Plan (EOP) (specific to central office)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	Performance of services in accordance with BST's environmental M&Ps Insurance	Std T&C 450 Std T&C 450-B (Contact E/S or your DEC/LDEC for copy of appropriate E/S M&Ps.) Std T&C 660
Transportation of hazardous material	Pollution liability insurance EVET approval of contractor	Std T&C 450 GU-BTEN-001BT, Chapter 4 Std T&C 660-3 GU-BTEN-001BT, Chapter 10
Maintenance/operations work which may produce a waste Other maintenance work	Protection of BST employees and equipment	Std T&C 450 GU-BTEN-001BT, Chapter 10 29CFR 1910.147 29CFR 1910 Subpart O
Janitorial services	All waste removal and disposal must conform to all applicable federal, state and local regulations All HazMat & Waste Asbesto notification protection of BST employees and equipment	P&SM Manager-Procurement GU-BTEN-001BT, Chapter 4, GU-BTEN-001BT, Chapter 3 BSP 010-170-001BS (Hazcom)
Manhole cleaning	Pollution liability insurance Manhole entry requirements EVET approval of contractor	Std T&C 450, Std T&C 660-3 BSP 620-145-011PR Issue A, August 1996 GU-BTEN-001BT, Chapter 10 RL9706008BT
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	GU-BTEN-001BT, Chapter 3

3. DEFINITIONS

Generator. Under RCRA, the person whose act produces a Hazardous Waste, as defined in 40 CFR 261, or whose act first causes a Hazardous Waste to become subject to regulation. The Generator is legally responsible for the proper management and disposal of Hazardous Wastes in accordance with regulations.

Hazardous Chemical. As defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 CFR 1910.1200), any chemical which is a health hazard or physical hazard.

Hazardous Waste. As defined in section 1004 of RCRA.

Imminent Danger. Any conditions or practices at a facility which are such that a danger exists which could reasonably be expected to cause immediate death or serious harm to people or immediate significant damage to the environment or natural resources.

Spill or Release. As defined in Section 101 of CERCLA.

4. ACRONYMS

DEC/LDEC - Department Environmental Coordinator/Local Department Environmental Coordinator

GU-BTEN-001BT - BellSouth Environmental Methods and Procedures

EVET - Environmental Vendor Evaluation Team

P&SM - Property & Services Management

Std. T&C - Standard Terms & Conditions

NESC - National Electrical Safety Codes

Access to Unfinished Collocation Space

BellSouth will permit ACI's certified vendor ("Vendor") to access collocation space located within _____ Central Office, address: _____, _____, _____, before the completion of space preparation work for the purpose of initiating equipment installation and for any other lawful purpose subject to the following conditions:

1. ACI will request access to unfinished collocation space on behalf of Vendor by written notice provided seven (7) calendar days' in advance of the date access is desired.

2. In accessing unfinished collocation space, Vendor will not interfere with the continuation of space preparation work by BellSouth. Space preparation will continue without interruption and according to methods and procedures deemed appropriate by BellSouth in its sole judgment unless BellSouth and ACI provide otherwise through a writing signed by both.

3. ACI acknowledges that the presence of Vendor in unfinished collocation space and the installation of equipment in such space creates an additional risk of loss or damage to property and injury or death to persons, which risk could be avoided by deferring Vendor access until completion of all space preparation work. ACI expressly agrees to assume such additional risk and to release and discharge BellSouth from any loss, liability, claim or cause of action arising from BellSouth's activities in the unfinished collocation space or Vendor's access thereto or the presence of ACI's equipment therein, unless such loss, liability, claim or cause of action is caused by the negligence or willful misconduct of BellSouth.

4. Unless the loss, liability, claim or cause of action is caused by the negligence or willful misconduct of BellSouth, ACI will indemnify and save harmless BellSouth from any liabilities, causes of action, lawsuits, penalties, claims or demands (including the costs, expenses and reasonable attorneys' fees on account thereof) that may be made: (a) by anyone for injuries of any kind, including but not limited to personal injury, death, property damage and theft, resulting from BellSouth's activities in the unfinished collocation space or Vendor's access thereto or the presence of ACI's equipment therein; or (b) by any employee or former employee of ACI or Vendor or any of their agents or subcontractors for which ACI's or Vendor's, their agents'

or subcontractors' liability to such employee or former employee would otherwise be subject to payments under the state Worker's Compensation or similar laws. ACI, at its own expense, agrees to defend BellSouth, at BellSouth's request, against any such liability, cause of action, lawsuit, penalty, claim or demand. BellSouth will notify ACI promptly of any written claims or demands against BellSouth for which ACI is responsible hereunder. ACI shall have the right to control all aspects of the conduct of any legal or other proceedings arising with respect to any such liabilities, causes of action, lawsuits, penalties, claims and/or demands, and/or any settlement or other disposition thereof (including, without limitation, the selection and replacement of legal counsel assigned to defend any such proceeding), and BellSouth shall assist ACI in the defense of any such proceeding and shall consent to any settlement of such proceeding proposed by ACI.

5. The Parties acknowledge that the standard security safeguards in effect for a particular central office will apply while ACI's collocation space is being completed.

This the _____ day of _____, 2000.

Collocator:

_____
(Print or Type)

By:_____
(Authorized Signature)

Name:_____
(Print or Type)

Title:_____

BellSouth:

BellSouth Telecommunications, Inc.

By:_____
(Authorized Signature)

Name:_____
(Print or Type)

Title:_____

Attachment 5

Access to Numbers
and
Number Portability

ACCESS TO NUMBERS and NUMBER PORTABILITY

1. **Non-Discriminatory Access to Telephone Numbers**

During the term of this Agreement, ACI shall contact Lockheed Martin for the assignment of numbering resources. In order to be assigned a Central Office Code, ACI will be required to complete the Central Office Code (NXX) Assignment Request and Confirmation Form (Code Request Form) in accordance with Industry Numbering Committee's Central Office Code (NXX) Assignment Guidelines (INC 95-0407-008).

1.1 For the purposes of the resale of BellSouth's telecommunications services by ACI, BellSouth will provide ACI with on line access to telephone numbers for reservation on a first come first served basis. Such reservations of telephone numbers, on a pre-ordering basis shall be for a period of nine (9) days. ACI acknowledges that there may be instances where there is a shortage of telephone numbers in a particular CLLIC and in such instances carriers, including ACI and BellSouth, may be requested to cancel their reservation for numbers, and carriers, including ACI and BellSouth, will comply with such request.

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

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 ACI. 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 ACI 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. Each company shall have the option of receiving this

usage data on a daily basis via a data file transfer arrangement. This arrangement will utilize the existing industry uniform standard, known as EMR standards, for exchange of billing data. Files of usage data will be created daily for the optional service. Usage originated and recorded in the sending BellSouth RAO will be provided in unrated or rated format, depending on processing system. CLEC usage originated elsewhere and delivered via CMDS to the sending BellSouth RAO shall be provided in rated format.

4.5 Each company shall be responsible for obtaining authorization from the end user for the handling of the disconnection of the end user's service, the provision of new local service and the provision of SPNP services. Each company shall be responsible for coordinating the provision of service with the other to assure that its switch is capable of accepting SPNP ported traffic. Each company shall be responsible for providing equipment and facilities that are compatible with the other's service parameters, interfaces, equipment and facilities and shall be required to provide sufficient terminating facilities and services at the terminating end of an SPNP call to adequately handle all traffic to that location and shall be solely responsible to ensure that its facilities, equipment and services do not interfere with or impair any facility, equipment, or service of the other company or any of its end users. In the event that either company determines in its reasonable judgment that the other company will likely impair or is impairing, or interfering with any equipment, facility or service or any of its end users, that company may either refuse to provide SPNP service or may terminate SPNP service to the other Party after providing appropriate notice.

4.6 Each company shall be responsible for providing an appropriate intercept announcement service for any telephone numbers subscribed to SPNP services for which it is not presently providing local exchange service or terminating to an end user. Where either company chooses to disconnect or terminate any SPNP service, that company shall be responsible for designating the preferred standard type of announcement to be provided.

4.7 Each company shall be the other company's single point of contact for all repair calls on behalf of each company's end user. Each company reserves the right to contact the other company's customers if deemed necessary for maintenance purposes.

4.8 Neither company shall be responsible for adverse effects on any service, facility or equipment from the use of SPNP services. End-to-end transmission characteristics may vary depending on the distance and routing necessary to complete calls over SPNP facilities and the fact that another carrier is involved in the provisioning of service. Therefore, end-to-end transmission characteristics cannot be specified by either company for such calls. Neither company shall be responsible to the other if any necessary change in protection criteria or in any of the facilities, operation,

or procedures of either renders any facilities provided by the other company obsolete or renders necessary modification of the other company's equipment.

4.9 For terminating IXC traffic ported to either company which requires use of either company's tandem switching, the tandem provider will bill the IXC tandem switching, the interconnection charge, and a portion of the transport, and the other company will bill the IXC local switching, the carrier common line and a portion of the transport. If the tandem provider is unable to provide the necessary access records to permit the other company to bill the IXC directly for terminating access to ported numbers, then the tandem provider will bill the IXC full terminating switched access charges at the tandem provider's rate and will compensate the other company via the amount of ported switched access revenues due the other company. If an intraLATA toll call is delivered, the delivering company will pay terminating access rates to the other company. This subsection does not apply in cases where SPNP-DID is utilized for number portability.

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.

6. Transition to Permanent Number Portability

Once Permanent Number Portability is implemented pursuant to FCC or Commission regulation, either Party may withdraw its interim offerings, subject to mutually agreed upon advance notice to the other Party to enable coordination of seamless and transparent conversion of interim to permanent number portability. The Parties shall mutually agree upon a time period for the transition from SPNP to PNP, and if, after ninety (90) days of the applicable FCC or Commission regulation, the Parties cannot reach agreement about such time period, BellSouth and ACI shall, after one-hundred eighty (180) additional days, convert all ACI end users from SPNP to PNP; provided, however, that during such 180 days, the Parties shall make reasonable efforts to implement processes to ensure that the transition occurs smoothly and seamlessly. Neither Party shall charge the other Party for conversion from SPNP to PNP. The Parties shall comply with any SPNP/LNP transition processes established by appropriate industry number portability work groups.

Attachment 6

Ordering and Provisioning

ORDERING AND PROVISIONING

1. Quality of Ordering and Provisioning

1.1 BellSouth shall provide ordering and provisioning services to ACI at Parity. 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 ACI 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 ACI 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. ACI 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 ACI will obtain access to customer record information only in strict compliance with applicable laws, rules, or regulations of the State in which the service is provided.

2.3 Service Ordering and Provisioning. BellSouth provides electronic options for the exchange of ordering and provisioning information. BellSouth provides an Electronic Data Interchange (EDI) arrangement for resale requests and certain unbundled network elements as set forth in the Local Exchange Ordering Implementation Guide. 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 BellSouth acknowledges that it is developing an integrated pre-ordering and ordering system for CLECs to use known as an Application Program Interface "API." BellSouth will make this API available to ACI as soon as it is available to any other telecommunications carrier, including without limitation any BellSouth Affiliate.

2.4 Service Trouble Reporting and Repair. Service trouble reporting and repair allows ACI to report and monitor service troubles and obtain repair services. BellSouth shall offer ACI service trouble reporting at Parity in a non-discriminatory manner. BellSouth also provides ACI 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 ACI access to the Trouble Analysis Facilitation Interface (TAFI). For individually designed services, BellSouth provides electronic trouble reporting through an electronic communications gateway. If ACI requests BellSouth to repair a trouble after normal working hours, ACI will be billed the appropriate overtime charges associated with this request pursuant to BellSouth's tariffs.

2.5 Migration of ACI 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. ACI will migrate with BellSouth to new electronic interface system releases as provided hereafter. BellSouth will maintain both the current and one previous release of electronic interface system releases. ACI has the option of paying a fee to BellSouth to maintain the release just previous to the current and one previous release which are available without additional charge. BellSouth will issue documents to ACI within sufficient notice to allow ACI to make the necessary changes to their systems and operations and allow ACI to migrate with BellSouth.

2.6 Rates. If required by a Commission, costs incurred by BellSouth to develop and implement operational interfaces shall be recovered from the carriers who utilize the services. Charges for use of Operational Support Systems shall be as ordered by a Commission where said Commission has jurisdiction to order such a rate. Where a Commission has not established such rates, ACI will pay the charges as set forth in Attachment 11 of this agreement, subject to a "true-up."

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

3.2 Single Point of Contact. ACI will be the single point of contact with BellSouth for ordering activity for unbundled network elements used by ACI 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. ACI and BellSouth shall each execute a blanket letter of authorization with respect to customer orders, and thus shall not require individual, written, signed letters of authorization for each ACI end-user unless such procedures are expressly ordered by the Commission. 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 ACI 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 provide ACI with timely notification that such an order has been processed, but will not be required to notify ACI in advance of such processing.

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

3.3.1 Upon receipt of a transfer of service order from a customer or the customer's new LEC, BellSouth will do the following:

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

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

3.3.1.3 Timely notify ACI subsequent to the disconnect order being completed.

3.3.1.4 Credit ACI for recurring charges that ACI has paid in advance to BellSouth, in proportion to the amount of the billing period remaining.

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.

3.3 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.

4. Prequalifying Information.

4.1 BellSouth shall provide to ACI a list of telephone numbers where the service presently provided to said telephone number is through a loop with no load coils or bridge taps, and is within 18,000 feet of the service central office (hereinafter "Bulk List") for each metropolitan area (hereinafter "Metro") where BellSouth has offered its ADSL service pursuant to FCC tariff. The offering of the Bulk List to ACI is the same offering, under the same terms and conditions, of the Bulk List provided to subscribers to BellSouth's ADSL service. Said Bulk Lists shall be provided under the following terms and conditions:

4.1.1 BellSouth shall make the Bulk Lists for each Metro available on a one-time basis. As of the Effective Date of this Agreement, BellSouth does not contemplate offering of updates to the Bulk Lists. If during the term of this Agreement, BellSouth so chooses to offer updates, it will provide updates to ACI under the same terms and conditions.

4.1.2 BellSouth makes no claim as to the accuracy or completeness of the Bulk List.

4.1.3 ACI is responsible for acting within the local, state, and federal law in its use of the Bulk List, and agrees to utilize the Bulk List only for the purpose of pre-qualifying an end-user's eligibility for an ADSL capable loop. Further, ACI will not provide the Bulk List, any portion or portions of the Bulk List, copies of the Bulk List, or any information derived directly from the Bulk List to others without the prior written consent of BellSouth.

4.1.4 ACI will indemnify, defend, and hold harmless BellSouth and any of its licensors, employees, or agents from and against any and all claims, demands, actions, causes of action, suits, proceedings, losses, damages, costs, and expenses, including reasonable attorneys fees, arising from or relating to use of the Bulk List by ACI.

4.1.5 ACI acknowledges and agrees that, if it violates any of the provisions of this Section 4 of Attachment 6 of the Agreement, or if BellSouth withdraws its offer to provide the Bulk List to its ADSL subscribers (*i.e.*, purchasers of BellSouth's ADSL service in BellSouth's FCC Tariff No. 1), BellSouth will have the right to revoke and terminate the use of the Bulk List by ACI. BellSouth may exercise this right of revocation and/or termination at any time by oral and written notice to ACI. In such event, ACI immediately destroy or return all copies and/or components of the Bulk List within forty-eight (48) hours of receipt of BellSouth's notice of revocation and termination.

4.2 When available to BellSouth's ADSL service customers, BellSouth shall make available to ACI the capability of electronically submitting via e-mail to BellSouth a list of BellSouth telephone numbers to which BellSouth will respond, via e-mail, yes or no as to whether the facilities over which the current service provided to said telephone number is technically able to support BellSouth" ADSL service. BellSouth will provide said pre-order information on the same terms and conditions, and time frames and at the same cost as that provided to BellSouth's ADSL customers. The electronic submission procedure, when available, will be provided in lieu of the Bulk List.

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 ACI requests. BellSouth will bill and record in accordance with this agreement those charges ACI incurs as a result of ACI purchasing from BellSouth Network Elements, Combinations, and Local Services, as set forth in this agreement. BellSouth will bill charges for unbundled Network Elements ordered by ACI electronically. BellSouth will format all bills in CBOS Standard or CLUB/EDI format, depending on the type of service ordered. For those services where standards have not yet been developed, BellSouth's billing format will change as necessary when standards are finalized by the industry forum.

1.1.1 If ACI requests multiple billing media or additional copies of bills BellSouth will provide these at a reasonable cost.

1.2 Master Account. After receiving certification as a local exchange company from the appropriate regulatory agency, ACI will provide the appropriate BellSouth service center the necessary documentation to enable BellSouth to establish a master account for resold services. Such documentation shall include the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA") and a tax exemption certificate, if applicable.

1.3 Payment Responsibility. Payment of all charges incurred by ACI will be the responsibility of ACI. ACI shall make payment to BellSouth for all services properly billed by BellSouth. BellSouth is not responsible for payments not received by ACI from ACI's customer. BellSouth will not become involved in billing disputes that may arise between ACI 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. BellSouth will send billing data so it will be received by ACI no later than 10 calendar days after the bill date. If BellSouth fails to send the billing data within the time period specified above, the payment due date will be extended by the number of days the bill is late if ACI notifies BellSouth and requests extension of the due date.

1.5 Tax Exemption. Upon proof of tax exempt certification from ACI, the total amount billed to ACI will not include the applicable taxes due from the end user. ACI will be solely responsible for the computation, tracking, reporting and payment of taxes applicable to the end user.

1.6 BellSouth shall use its best efforts to not bill ACI for any unbilled or underbilled charges which were incurred more than three months prior to the date that BellSouth transmits a bill for any unbilled or underbilled charges.

1.7 Miscellaneous. As the customer of record for resold services, ACI 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.

1.8 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 the appropriate service tariff.

1.9 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 ACI.

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

1.11 Discontinuing Service to ACI The procedures for discontinuing service to ACI, to the extent permitted by the Commission, are as follows:

1.11.1 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 ACI of the rules and regulations contained in BellSouth's tariffs. Prior to BellSouth exercising its right to suspend or terminate service for nonpayment where there are charges in dispute by ACI, such good faith disputes must have been handled pursuant to the terms of section 3 of this Attachment.

1.11.2 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 ACI 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 ACI Corp. to receive notices of noncompliance, discontinue the provision of existing services to ACI Corp. at any time thereafter.

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

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

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

1.11.6 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.

1.12 Deposit Policy. When purchasing services from BellSouth, ACI 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. Interest on a security deposit shall accrue and be refunded in accordance with the terms in the appropriate BellSouth tariff.

2. Billing and Billing Accuracy Certification

2.1 At ACI's option, BellSouth and ACI may negotiate 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 ACI will develop standards, measurements, and performance requirements for a local billing measurements process. On a regular basis BellSouth will provide ACI with mutually agreed upon performance measurement data that substantiates the accuracy, reliability, and integrity of the billing process for local billing. In return, ACI will pay all bills received from BellSouth in full by the payment due date.

2.3 Local billing discrepancies will be addressed in an orderly manner via a mutually agreed upon billing exemption process.

2.3.1 Each party agrees to notify the other Party upon identifying a billing discrepancy. The Parties shall endeavor to resolve any billing discrepancy within sixty (60) calendar days of the notification date. A mutually agreed upon escalation process will be established for resolving local billing discrepancies as part of the billing quality assurance program.

2.3.2 Closure of a specific billing period will occur by joint agreement of the Parties whereby the Parties agree that such billing period is closed to any further analysis and financial transactions except those resulting from regulatory mandates. Closure will take place within a mutually agreed upon time interval from the Bill Date. The month being closed represents those charges that were billed or should have been billed by the designated Bill Date.

3 Billing Disputes

3.1 Where the Parties have not agreed upon a billing quality assurance program, good faith billing disputes shall be handled pursuant to the terms of this section.

3.1.1 Each Party agrees to notify the other Party upon the discovery of a billing dispute. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days from the receipt of the billing dispute.

3.1.2 If the dispute is not resolved within sixty (60) days from the receipt of the billing dispute and attempts to resolve the dispute at at least two (2) successively higher levels of management for each of the respective Parties have failed, then either Party may rely on the dispute resolution provision in Section 11 of Part A.

3.1.3 If a Party disputes charges and the dispute is resolved in favor of such Party, the other Party shall credit the bill of the disputing Party for the amount of the disputed charges along with any late payment charges assessed no later than the second Bill Date after the resolution of the dispute. Accordingly, if a Party disputes charges and the dispute is resolved in favor of the other Party, the disputing Party shall pay the other Party the amount of the disputed charges and any associated late payment charges assessed no later than the second bill payment due date after the resolution of the dispute. Whether late payment charges will be assessed on any previously assessed late payment charges is determined by the applicable state tariff. Interest will accrue on such credits at the Commission approved tariff rate.

4. RAO Hosting

4.1 RAO Hosting, Credit Card and Third Number Settlement System (CATS) and Non-Intercompany Settlement System (NICS) services provided to ACI 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 ACI 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 ACI 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 ACI 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 ACI to the BellSouth RAO Hosting coordinator at least eight (8) weeks prior to the proposed effective date. The proposed effective date will be mutually agreed upon between the Parties with consideration given to time necessary for the completion of required BellCore functions. BellSouth will request the assignment of an RAO code from its connecting contractor, currently BellCore, on behalf of ACI and will coordinate all associated conversion activities.

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

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

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

4.10 Transmission of message data between BellSouth and ACI will be via CONNECT:Direct. .

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

4.12 ACI 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 ACI to send data to BellSouth more than sixty (60) days past the message date(s), ACI 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 ACI 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 ACI) identified and agreed to, the company responsible for creating the data (BellSouth or ACI) will make every effort to have the affected data restored and retransmitted. If the data cannot be retrieved, the responsible Party will be liable to the other Party for any resulting lost revenue. Lost revenue may be a combination of revenues that could not be billed to the end users and associated access revenues. Both Parties will work together to estimate the revenue amount based upon historical data through a method mutually agreed upon. The resulting estimated revenue loss will be paid by the responsible Party to the other Party within three (3) calendar months of the date of problem resolution, or as mutually agreed upon by the Parties.

4.15 Should an error be detected by the EMI format edits performed by BellSouth on data received from ACI, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify ACI of the error condition. ACI 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, ACI 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 ACI with associated intercompany settlements reports (CATS and NICS) as appropriate.

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

4.18 <u>RAO Compensation</u>

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

4.19 Intercompany Settlements Messages

4.19.1 This Section addresses the settlement of revenues associated with traffic originated from or billed by ACI 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 ACI and the involved company(ies), unless that company is participating in NICS.

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

4.19.3 Once ACI 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.

4.19.4 BellSouth will receive the monthly NICS reports from BellCore, its successor or assign, on behalf of ACI BellSouth will distribute copies of these reports to ACI on a monthly basis.

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 ACI. BellSouth will distribute copies of these reports to ACI on a monthly basis.

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

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

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

5. Optional Daily Usage File

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

5.2 ACI shall furnish all relevant information required by BellSouth for the provision of the Optional Daily Usage File.

5.3 The Optional Daily Usage Feed will contain billable messages, that were carried over the BellSouth Network and processed in the BellSouth Billing System, but billing to an ACI customer.

Charges for delivery of the Optional Daily Usage File will appear on the ACIs' 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 Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.

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

- message recording for per use/per activation type services (examples: Three Way Calling, Verify, Interrupt, Call Return, ETC.)
- measured billable Local
- Directory Assistance messages
- intraLATA Toll
- WATS & 800 Service
- N11

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 ACI.

5.6.1.4 In the event that ACI detects a duplicate on Optional Daily Usage File they receive from BellSouth, ACI will drop the duplicate message (ACI 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 ACI via an agreed medium with CONNECT:Direct being the preferred transport method. The Daily Usage Feed will be a variable block format (2476) with an LRECL of 2472. The data on the Daily Usage Feed will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays). Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be one dataset per workday.

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

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

The data will be packed using ATIS EMI records.

5.6.4 PACK REJECTION

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

5.6.5 CONTROL DATA

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

5.6.6 TESTING

5.6.6.1 Upon request from ACI, BellSouth shall send test files to ACI 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 ACI set up a production (LIVE) file. The live test may consist of ACI's employees making test calls for the types of services ACI requests on the Optional Daily Usage File. These test calls are logged by ACI, and the logs are provided to BellSouth. These logs will be used to verify the files. Testing will be completed within 30 calendar days from the date on which the initial test file was sent.

6. Access Daily Usage File

1. SCOPE OF AGREEMENT

1.1 This agreement shall apply to the service of the Access Daily Usage File (ADUF) as provided by BellSouth to ACI. The specifications, terms and conditions for the provisions of this service are outlined in Exhibit A of this Agreement.

2. DEFINITIONS

2.1 Compensation is the amount of money due from ACI to BellSouth for services provided under this Agreement.

2.2 Access Daily Usage File (ADUF) is the compilation of interstate access messages associated with an unbundled port in standard Exchange Message Interface (EMI) format exchanged from BellSouth to ACI.

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

2.4 Message Distribution is routing determination and subsequent delivery of message data from one company to another.

3. RESPONSIBILITIES OF THE PARTIES

3. 1 ADUF service provided to ACI by BellSouth will be in accordance with the methods and practices regularly adopted and applied by BellSouth to its own operations during the term of this agreement, including such revisions as may be made from time to time by BellSouth.

3. 2 ACI shall furnish in a timely manner all relevant information required by BellSouth for the provision of the ADUF.

4. COMPENSATION ARRANGEMENTS

4.1 Applicable compensation amounts will be billed by BellSouth to ACI on a monthly basis in arrears. Amounts due from ACI to BellSouth (excluding adjustments) are payable within 30 days of the date of the billing statement. Rates for ADUF are as set forth in Attachment 11.

5. ASSOCIATED EXHIBIT

5. 1 Listed below is the exhibit associated with this Agreement, incorporated herein by this reference.

Exhibit A Access Daily Usage File (ADUF)

5. 2 From time to time by written agreement of the parties, new exhibits may be substituted for the attached Exhibit A, superseding and canceling the Exhibit(s) then in effect.

Exhibit A Access Daily Usage File

1. SCOPE OF EXHIBIT

1.1 Upon request from ACI, BellSouth will provide the Access Daily Usage File service to ACI pursuant to the rates, terms and conditions set forth in this exhibit.

2. GENERAL INFORMATION

2.1 ACI shall furnish all relevant information required by BellSouth for the provision of the Access Daily Usage File.

2.2 The Access Daily Usage File will contain access records associated with an unbundled port that ACI has purchased from BellSouth. Charges for the Access Daily Usage File will be as follows:

$0.004 per message - Message Distribution
$0.001 per message - Data Transmission (CONNECT:Direct)
$54.95 per magnetic tape

Charges for delivery of the Access Daily Usage Feed will appear on ACI's monthly bills.

2.3 All messages provided with the Access Daily Usage File will be in the standard Bellcore EMI record format.

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

3. USAGE TO BE TRANSMITTED

3.1 The following messages recorded by BellSouth will be transmitted to ACI:

- Interstate access records associated with an unbundled port
- Undetermined jurisdiction access records associated with an unbundled port

3.2 BellSouth will perform duplicate record checks on records processed to the Access Daily Usage File. Any duplicate messages detected will be dropped and not sent to ACI.

3.3 In the event that ACI detects a duplicate on the Access Daily Usage File they receive from BellSouth, ACI will drop the duplicate message (CLEC will not return the duplicate to BellSouth).

4. FILE CHARACTERISTICS AND TRANSMISSION METHOD

4.1 The Access Daily Usage Feed will be distributed to ACI via an agreed upon medium with CONNECT:Direct being the preferred transport method. The Access Daily Usage Feed will be a fixed block format (2476) with an LRECL of 2472. The data on the Access Daily Usage Feed will be in a non-compacted EMI format (210 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays). Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be one dataset per workday.

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

5. PACKING SPECIFICATIONS

5.1 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.

5.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to ACI which BellSouth RAO that is sending the message. BellSouth and ACI will use the invoice sequencing to

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

The data will be packed using Bellcore EMI records.

6. PACK REJECTION

6.1 ACI 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). ACI will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and/or retransmitted to ACI by BellSouth.

7. CONTROL DATA

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

8. TESTING

8.1 Upon request from ACI, BellSouth shall send test file(s) to ACI for the Access Daily Usage File. The parties agree to review and discuss the file's content or format.

Attachment 8

Rights-of-Way, Conduits and Pole Attachments

Attachment 8

Rights-of-Way, Conduits and Pole Attachments

BellSouth agrees to provide ACI, 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/New Business Request Process

Bona Fide Request Process

1.0 When applicable. Bona Fide Requests are to be used when ACI requests any Services or Elements not already provided in this Agreement. Bona Fide Requests also may be used to alter existing arrangements previously negotiated. Bona Fide Requests will be provided as set forth in Section 6 of the General Terms and Conditions to this Agreement.

1.1 Details required. A Bona Fide Request shall be submitted in writing by ACI and shall specifically identify the date requested for the service, the service or element requested and the associated technical requirements, space requirements and/or such specifications necessary to clearly define the request. If applicable, such a request also shall include ACI's designation of the request as being an obligation of BellSouth pursuant to the Telecommunications Act of 1996. BellSouth agrees to confer with ACI at ACI's request prior to ACI's submission of a Bona Fide Request to discuss ACI's planned submission of a Bona Fide Request. Such a conference shall not start any time period referenced in this Attachment 9.

1.2 ACI cancellation. ACI may cancel a Bona Fide Request in writing at any time. BellSouth will then cease analysis of the request. If ACI cancels a Bona Fide Request after BellSouth has received ACI's written "notice to proceed" as described in Section 1.6 below, ACI agrees to pay BellSouth the reasonable, demonstrable, and actual costs directly related to complying with ACI's Bona Fide Request up to the date of cancellation.

1.3 BellSouth acknowledgment. Within two (2) business days of receipt of a Bona Fide Request, BellSouth shall acknowledge in writing its receipt and identify its single point of contact responsible for responding to the request and shall request any additional information needed to process the request. Within five (5) business days of receipt by BellSouth of a Bona Fide Request from ACI, BellSouth agrees to confer with ACI to discuss the Bona Fide Request to ensure (i) that BellSouth properly understands ACI's Bona Fide Request, and (ii) that BellSouth inform ACI of the existence of any similar Bona Fide Requests made by other parties. Notwithstanding the foregoing, BellSouth may request additional information from ACI at any time during the processing of the Bona Fide Request.

1.4 Preliminary analysis delivery. Unless otherwise agreed by both Parties in writing, within thirty-five (35) calendar days of its receipt of a

Bona Fide Request, BellSouth shall provide to ACI a preliminary analysis of the Bona Fide Request. If BellSouth determines that it is not able to provide ACI with its preliminary analysis within thirty-five (35) calendar days of BellSouth's receipt of the Bona Fide request, BellSouth will inform ACI as soon as practicable. ACI and BellSouth will then determine a mutually agreeable date for delivery of the preliminary analysis. Within five (5) business days of ACI's receipt of the BellSouth preliminary analysis and upon ACI's request, BellSouth agrees to confer with ACI to discuss BellSouth's preliminary analysis.

1.5 Preliminary analysis details. The preliminary analysis will state whether BellSouth can meet ACI's requirements and shall include BellSouth's proposed price (plus or minus 25 percent) and the date the request can be met. If BellSouth cannot provide the service or element by the requested date, it shall provide an alternative proposed date together with a detailed explanation as to why BellSouth is not able to meet ACI's requested date. The preliminary analysis also will include a detailed breakdown of the costs supporting the proposed price, including the development costs, as defined in Section 1.7 below, necessary to complete ACI's Bona Fide Request. BellSouth also shall indicate in the preliminary analysis its agreement or disagreement with ACI's designation of the request as an obligation under the Telecommunications Act of 1996. If BellSouth does not agree with ACI's designation, it may use the Dispute Resolution process set forth in the General Terms and Conditions of this Agreement. In no event, however, shall any dispute delay BellSouth's processing of the request.

1.6 Notice to proceed. After providing the preliminary analysis to ACI, BellSouth shall proceed with ACI's Bona Fide Request upon receipt of ACI's written "notice to proceed." This "notice to proceed" shall not be construed by BellSouth as a waiver of ACI's right to invoke any dispute resolution process as set forth in the General Terms and Conditions of this Agreement, as to any issue, including BellSouth's proposed price, the reasonable, demonstrable, and actual costs incurred in the event of ACI's cancellation of a Bona Fide Request, or the amount of development costs paid. All payments are subject to adjustment according to the outcome of the dispute resolution process. In no event shall any dispute delay BellSouth proceeding with completing the Bona Fide Request.

1.7 Development costs. Subject to the provision of Section 1.6 above, after receipt and review of BellSouth's preliminary analysis, if ACI decides to proceed, ACI agrees to pay the fixed amount identified in the preliminary analysis for the initial work required to develop the project plan, create the design parameters, and establish all activities and resources required to

complete the Bona Fide Request. These costs will be referred to as "development" costs. The development costs identified in the preliminary analysis are fixed. ACI will begin processing the payment of development costs at the time it issues the written "notice to proceed" with payment due to BellSouth within 15 days of the issuance of the notice to proceed.

1.8 Interim payment in the event of price dispute. In the event of a dispute over payments made by ACI or requested by BellSouth, including development costs and any interim progress payment, upon BellSouth's written request, ACI agrees to negotiate an interim lump sum progress payment to compensate BellSouth for its reasonable, demonstrable and actual costs incurred in processing ACI's Bona Fide Request. The interim lump sum progress payment shall be calculated by determining the average between BellSouth's proposed price and ACI's estimate of the price for processing its Bona Fide Request. ACI agrees to pay 50% of this amount as the interim lump sum progress payment. If ACI's proposed price is less than 50% of BellSouth's proposed price, the average shall be calculated by assuming that ACI's price is exactly 50% of BellSouth's proposed price.

1.9 Firm quote delivery. As soon as possible, but in no event later than sixty-five (65) calendar days after receipt of the request, BellSouth shall provide ACI with a firm Bona Fide Request response that will include, at a minimum, the firm availability date, the installation intervals, a binding price quote, and a final detailed breakdown of all costs supporting the final price.

2.0 Acceptance or rejection of firm quote. Within thirty (30) calendar days after receipt of the firm Bona Fide Request response from BellSouth, ACI will notify BellSouth in writing of its acceptance or rejection of BellSouth's proposal. If BellSouth receives no response to the firm quote from ACI within the thirty day time frame, BellSouth shall issue a written request for confirmation that ACI does not wish to proceed with the Bona Fide Request. If BellSouth receives no response from ACI within five (5) calendar days of its written request for confirmation, BellSouth may consider the Bona Fide Request canceled. BellSouth may recover any costs incurred to the extent permitted under the provision of section 1.2.

2.1 Pricing Principles. Unless ACI agrees otherwise, all proposed prices shall be derived in accordance with the Act and any applicable Commission rules and regulations. Payments for services purchased under a Bona Fide Request will be made as specified in this Agreement, unless otherwise agreed to by ACI.

2.2 Amendment. Upon ACI's acceptance of the firm quote by BellSouth, the Parties shall amend the Agreement to incorporate the network element or service contemplated by the Bona Fide Request. The amendment shall include all pertinent rates, terms and conditions and shall be filed with the appropriate regulatory Commission pursuant to the requirements of the Act.

Attachment 10

Performance Measurements

PERFORMANCE MEASUREMENTS

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* These reports are subject to change due to regulatory requirements.

PRE-ORDERING AND ORDERING OSS

Function:	Average Response Interval for Pre-Ordering and Ordering Legacy Information & OSS Interface Availability
Measurement Overview:	As an initial step of establishing service, the customer service agent must establish such basic facts as availability of desired features, likely service delivery intervals, the telephone number to be assigned, product and feature availability, and the validity of the street address. Typically, this type of information is gathered from the supporting OSS's while the customer (or potential customer) is on the telephone with the customer service agent. This information may be gathered via stand-alone pre-order inquiries or as part of the ordering function. Pre-ordering/ordering activities are the first contact that a customer may have with a CLEC. This measure is designed to monitor the time required for the CLEC interface systems to obtain from legacy systems the pre-ordering/ordering information necessary to establish and modify service. This measurement also captures the availability percentages for the BST systems that the CLEC uses during pre-ordering and ordering. Comparison to BST results allow conclusions as to whether an equal opportunity exists for the CLEC to deliver a comparable customer experience.
Measurement Methodology:	1. Average OSS Response Interval = Sum [(Date & Time of Legacy Response) - (Date & Time of Request to Legacy)]/(Number of Legacy Requests During the Reporting Period) The response interval for retrieving pre-order/order information from a given legacy is determined by summing the response times for all requests (contracts) submitted to the legacy during the reporting period and then dividing by the total number of legacy requests for 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. Percent Flow-through Service Requests = (Total of Service Requests that flow-through to the BST OSS) / (Total Number of valid Service Requests delivered to BST OSS) X 100. Definition: Percent Flow-through Service Requests measures the percentage of orders submitted electronically that utilize BSTs' OSS without manual (human) intervention. Methodology: • Mechanized tracking for flow-through service requests and manual SOER error audit reports (3/31/98). Mechanized tracking for SOER errors and flow-through (4/30/98). • BST mechanized order tracking. 2. Percent Rejected Service Requests = (Total Number of Rejected Service Requests) / (Total Number of Service Requests Received) X 100. Definition: Percent Rejected Service Requests is the percent of total orders received rejected due to error or omissions. Methodology: • Manual tracking for non flow-through service requests • Mechanized tracking for flow-through service requests • BST retail report not applicable. 3. Reject Interval = [(Date and Time of Service Request Rejection) - (Date and Time of Service Request Receipt)] / (Number of Service Requests Rejected in Reporting Period). Requests are provided based on four (4) hour increments within a 24 hour period, along with the percent greater than 24 hours. Definition: Reject Interval is the average reject time from receipt of service order request to distribution of rejection. Methodology: • Non-Mechanized Results are based on actual data from all orders. • Mechanized Results are based on actual data for all orders from the OSS. • BST retail report not applicable.

ORDERING

Measurement Methodology:	4. Firm Order Confirmation Timeliness = [(Date and Time of Firm Order Confirmation) - (Date and Time of Service Request Receipt)] / (Number of Service Requests Confirmed in Reporting Period) Definition: Interval for Return of a Firm Order Confirmation (FOC Interval) is the average response time from receipt of valid service order request to distribution of order confirmation. Results are provided based on four (4) hour increments within a 24 hour period, along with the percent greater than 24 hours. Methodology: • Non-Mechanized Results are based on actual data from all orders. • Mechanized Results are based on actual data for all orders from the OSS. • BST retail report not applicable. 5. 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 • ≦ 10 and ≧ 10 Circuit Categories not available in a pre completion order mode. • Resale Res and Bus reporting categories require adherence to OBF standards. • "Other" category reflects service requests which do not have service class code populated. • Dispatch, No Dispatch ≦ 10 and ≧ 10 Circuit Categories not available in a pre completion order mode.	• Firm Order Confirmation Interval: Invalid Service Requests, and orders received outside of normal business hours • Percent Flow-through Service Requests: Rejected Service Requests • % Rejected Service Requests: Service Requests canceled by the CLEC • Supplements on Manual Orders
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • Interval for FOC • Reject Interval • Total number of LSRs • Total number of Errors • Adjusted Error Volume • Total number of flow through service requests • Adjusted number of flow through service requests • State 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

Percent Flow-Through Service Requests

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

Percent Rejected Service Requests

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

ORDERING

Reject Distribution Interval and Average Interval

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

Firm Order Confirmation Distribution Interval and Average Interval

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

Total Service Request Cycle Time

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

ORDERING

Service Request Submissions per Request

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

Speed of Answer in Ordering Center

	Ave. Answer time (Sec.) / month
LCSC	X
Residence Service Center	X
Business Service Center	X

PROVISIONING

Function:	**Average Completion Interval and Order Completion Interval Distribution**
Measurement Overview:	The "average completion interval" measure monitors the time required by BST to deliver integrated and operable service components requested by the CLEC, regardless of whether resale services or unbundled network elements are employed. When the service delivery interval of BST is measured for comparable services, then conclusions can be drawn regarding whether or not CLECs have a reasonable opportunity to compete for customers. The "order completion interval distribution" measure monitors the reliability of BST commitments with respect to committed due dates to assure that CLECs can reliably quote expected due dates to their retail customer. In addition, when monitored over time, the "average completion interval" and "percent completed on time" may prove useful in detecting developing capacity issues.
Measurement Methodology:	1. Average Completion Interval = [(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 actual order completion date. Elapsed time for each order is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of orders completed within the reporting period. The distribution of completed orders is determined by first counting, for each specified reporting dimension, the total numbers of orders completed within the reporting interval and the interval between the issue date of each order and the completion date. *D&F orders where the CLEC serves as the agent for the end-user are included in this measurement.* 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 issue date of service order to actual order completion date. **Methodology:** • Mechanized metric from ordering system

PROVISIONING

Reporting Dimensions:	Excluded Situations:
• CLEC Specific • CLEC Aggregate • BST Aggregate • State and Regional Level • ISDN Orders included in Non Design - GA Only • Dispatch/No Dispatch categories are not applicable to trunks.	• Canceled Service Orders • Initial Order when supplemented by 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 • 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	0 - 5	6 - 10	11 - 15	16 - 20	21 - 25	26 - 30	> 30	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	0 - 5	6 - 10	11 - 15	16 - 20	21 - 25	26 - 30	> 30	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

	0 - 5	6 - 10	11 - 15	16 - 20	21 - 25	26 - 30	>30	Average Completion Interval
LOCAL INTERCONNECTION TRUNKS	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

PROVISIONING

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

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. • 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

	%>=15 Days				%>=90 Days				
	Facilities	Equip.	Other	End User Reasons	Facilities	Equip	Other	End User Reasons	Mean Interval
Local Interconnection Trunks	X	X	X	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 Retail Residence	X	X	X	X	X	X	X	X	X
BST Retail Business	X	X	X	X	X	X	X	X	X
BST Retail Design	X	X	X	X	X	X	X	X	X

PROVISIONING

Function:	**Average Jeopardy Notice Interval & Percentage of Orders Given Jeopardy Notice.**

Measurement Overview:	When BST can determine in advance that a committed due date is in jeopardy it will provide advance notice to the CLEC. There is no equivalent BST analog for Average Jeopardy & Percent Orders Given Jeopardy Notices.
Measurement Methodology:	1. Average Jeopardy Interval = [(Date and Time of Scheduled Due Date on Service Order) - (Date and Time of Jeopardy Notice)]/[Number of Orders in Jeopardy in Reporting Period). 2. Numbers of Orders Given Jeopardy Notices in Reporting Period/Number of Orders in Reporting Period.

Reporting Dimensions:	Excluded Situations:
• CLEC Specific • CLEC Aggregate • State and Regional Level	• Any order canceled by the CLEC will be excluded from this measurement • Orders held for CLEC end user reasons
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • CLEC Order Number • Order Submission Date • Committed Due Date • Service Type	• No BST Analog Exists

Average Jeopardy Notice Interval & Percentage of Orders Given Jeopardy Notice.

	Average Interval of Prior Notification (Hours)	**Percent Orders in Jeopardy**
CLEC		
Local Interconnection Trunks	X	X
Resale Residence	X	X
Resale Business	X	X
Resale Design	X	X
UNE Loops with LNP	X	X
UNE	X	X

PROVISIONING

Function:	Installation Timeliness, Quality & Accuracy
Measurement Overview:	The "percent missed installation appointments" measure monitors the reliability of BST commitments with respect to committed due dates to assure that CLECs can reliably quote expected due dates to their retail customer as compared to BST. Percent Provisioning Troubles within 30 days of Installation measures the quality and accuracy of installation activities.
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 is unable to complete the service orders on the committed due dates. *Missed Appointments caused by end-user reasons will be included and reported separately.* Definition: Percent of orders where completion's are not done by due date. See "Exclude Situations" for orders not included in this measurement Methodology: • Mechanized metric from ordering system 2. % Provisioning Troubles within 30 days of Service Order Activity = (Trouble reports on Services installed 30 days following service order(s) completion) / (All Service Orders in a calendar month) X 100 Definition: Measures the quality and accuracy of completed orders Methodology: Mechanized metric from ordering and maintenance systems.

PROVISIONING

Reporting Dimensions:	Excluded Situations:
• CLEC Specific • CLEC Aggregate • BST Aggregate • State and Regional Level	• CLEC End User Reasons (Jeopardy Notification only) • BST End User Reasons (, Jeopardy Notification only) • Orders canceled by the CLEC • Order Activities of BST associated with internal or administrative use of local services.
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • CLEC Order Number • Order Submission Date • Order Submission Time • Status Type • Status Notice Date • Status Notice Time • Standard Order Activity • State 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			
	<5 ckts		>=5 ckts		<5 ckts		>=5 ckts		<10 ckts		>=10 ckts		<10 ckts		>=10 ckts	
	CLEC EU	BST	CLEC EU	BST	CLEC EU	BST	CLEC EU	BST	CLEC EU	BST	CLEC EU	BST	CLEC EU	BST	CLEC EU	BST
Local Interconnection Trunks (Total Only)																
- Total																
UNE Non Design									X	X	X	X	X	X	X	X
- Total																
UNE Design									X	X	X	X	X	X	X	X
- Total																
Resale - Residence									X	X	X	X	X	X	X	X
- Total																
Resale - Business									X	X	X	X	X	X	X	X
- Total																
Resale - Design									X	X	X	X	X	X	X	X
- Total																
UNE - Loops w/LNP	X	X	X	X	X	X	X	X								
- Total																

Percent Missed Installation Appointments—*End User Caused Missed Appointments*

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

PROVISIONING

Percent Provisioning Troubles within 30 days of Installation

	Dispatch	No-Dispatch	Total Only
Local Interconnection Trunks (CLEC & BST)			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	X	X	
BST_Retail_Residence	X	X	
BST_Retail Business	X	X	
BST Retail Design	X	X	

PROVISIONING

Function:	**Coordinated Customer Conversions**
Measurement Overview:	This category measures the average time it takes BST to disconnect an unbundled loop from the BST switch and cross connect it to a CLEC's equipment. This measurement

	only applies to service orders with and without LNP and where the CLEC has requested BST to provide a coordinated cut-over
Measurement Methodology:	1. Average Coordinated Customer Conversion Interval = [[(Completion Date and Time for Cross Connection of an Unbundled Loop/with LNP)- Disconnection Date and Time of an Unbundled Loop/ with LNP)]] / Total Number of Unbundled Loop Orders with/LNP for the reporting period.

Reporting Dimensions:	Excluded Situations:
• CLEC Specific • CLEC Aggregate • State and Regional Level	• Any order canceled by the CLEC will be excluded from this measurement. • Delays due to CLEC following disconnection of the unbundled loop • Any order where the CLEC has not requested a coordinated cut over • Unbundled Loops where there is no existing subscriber loop
Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
• Report Month • CLEC Order Number • Order Submission Date • Committed Due Date • Service Type	• No BST Analog Exists

Coordinated Customer Conversions

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

PROVISIONING

Function:	Average Completion Notice Interval
Measurement	The receipt of a completion notice by the CLEC from BST informs the carrier that their

Overview:	formal relationship with a customer has begun. This is useful to the CLEC in that it lets them know that they can begin with activities such as billing the customer for service.
Measurement Methodology:	1. Average Completion Notice Interval = Σ[(Date & Time of Notice of Completion) - (Date & Time of Work Completion)] / (Number of Orders Completed in Reporting Period) Definition: The Completion Notice Interval is the elapsed time between the BST reported completion of work and the issuance of a valid completion notice to the CLEC. There is no equivalent BST Retail Measurement.

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

Average Completion Notice Interval
Reported Month:

	Average Interval
CLEC A	
CLEC AGGREGATE	
- Resale Residence	X
- Resale Business	X
- Resale Special	X

MAINTENANCE & REPAIR

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

OSS Maintenance and Repair Interface Availability

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

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 BUS	BST RES	CLEC	BST BUS	BST RES	CLEC	BST RES	BST BUS	CLEC	BST RES	BST BUS	CLEC	BST RES	BST BUS	CLEC	BST RES	BST BUS
CRIS																		
- 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

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

Average Answer Time - Repair Centers

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

MAINTENANCE & REPAIR

Function:	Missed Repair Appointments
Measurement	When the data for this measure is collected for BST and a CLEC it can be used to

Overview:	compare the percentage of accurate estimates of the time required to complete service repairs for BST and the CLEC.
Measurement Methodology:	2. Percentage of Missed Repair Appointments = (Count of Customer Troubles Not Resolved by the Quoted Resolution Time and Date) / (Count of Customer Trouble Tickets Closed) X 100. Definition: Percent of trouble reports not cleared by date and time committed. Note: Appointment intervals vary with force availability in the POTS environment. Specials and Trunk intervals are standard interval appointments of no greater than 24 hours. Methodology: Mechanized metric from maintenance database(s).

Reporting Dimensions:	Excluded Situations:
• CLEC Specific • CLEC Aggregate • BST Aggregate • State and Regional Level	• Trouble tickets canceled at the CLEC request • BST trouble reports associated with internal or administrative service
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • CLEC Ticket Number • Ticket Submission Date • Ticket Submission Time • Ticket Completion Time • Ticket Completion Date • Service Type • Disposition and Cause (Non-Design/Non-Special only) • State 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 (Non-Design/Non-Special only) • State and Region Level

Missed Repair Appointments

	Total	Dispatch		No-Dispatch	
		CLEC/EU	BST	CLEC/EU	BST
Local Interconnection Trunks **					
- Total					
Resale - Residence	X	X	X	X	X
- Total		X		X	
Resale - Business	X	X	X	X	X
- Total		X		X	
Resale - Design **					
- Total					
UNE Design **					
- Total					
UNE Non Design	X	X	X	X	X
- Total		X		X	
BST Local Interconnection Trunks **					
Retail Residence	X	X		X	
Retail Business	X	X		X	
Retail Design **	X	X		X	

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

MAINTENANCE & REPAIR

Function:	Customer Trouble Report Rate
Measurement	This measure can be used to establish the frequency (rate) of customer trouble reports

Overview:	and employed to compare CLEC with BST results.
Measurement Methodology:	1. Customer Trouble Report Rate = (Count of Initial and Repeated Trouble Reports in the Current Period) / (Number of Service Access Lines in Service at End of the Report Period) X 100. Note: Local Interconnection Trunks are reported only as total troubles. The Customer Trouble Report Rate is computed by accumulating the number of maintenance initial and repeated trouble reports during the reporting period. The resulting number of trouble reports are divided by the total number of "service access lines" existing for CLECs and BST respectively at the end of the report period. Definition: Initial and repeated customer direct or referred troubles reported within a calendar month (Where cause is not in carrier equipment) per 100 lines/circuits in service. Methodology: Mechanized metric for trouble reports and lines in service.

Reporting Dimensions:	Excluded Situations:
• CLEC Specific • CLEC Aggregate • BST Aggregate • State and Regional Level	• Trouble tickets canceled at the CLEC request • BST trouble reports associated with administrative service
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • CLEC Ticket Number • Ticket Submission Date • Ticket Submission Time • Ticket Completion Time • Ticket Completion Date • Service Type • Disposition and Cause (Non-Design/Non-Special only) • State 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 (Non-Design/Non-Special only) • State and Region Level

MAINTENANCE & REPAIR

Customer Trouble Report Rate

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

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

MAINTENANCE & REPAIR

Reporting Dimensions:	Excluded Situations:
• CLEC Specific • CLEC Aggregate • BST Aggregate • State and Regional Level	• Trouble reports canceled at the CLEC request • BST trouble reports associated with administrative service
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • Total Tickets • CLEC Ticket Number • Ticket Submission Date • Ticket Submission Time • Ticket Completion Time • Ticket Completion Date • Total Duration Time • Service Type • Disposition and Cause (Non-Design/Non-Special only) • State 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 (Non-Design/Non-Special only) • State and Region Level

MAINTENANCE & REPAIR

Maintenance Average Duration

	Dispatch	No Dispatch	Total
Local Interconnection Trunks	X	X	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
BST			
Local Interconnection Trunks	X	X	X
Retail Residence	X	X	X
Retail Business	X	X	X
Retail Design	X	X	X

Percent Repeat Trouble within 30 Days

	Dispatch	No Dispatch	Total
Local Interconnection Trunks	X	X	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
BST			
Local Interconnection Trunks	X	X	X
Retail Residence	X	X	X
Retail Business	X	X	X
Retail Design	X	X	X

Out of Service more than 24 Hours

	Dispatch	No Dispatch	Total
Local Interconnection Trunks	X	X	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
BST			
Local Interconnection Trunks	X	X	X
Retail Residence	X	X	X
Retail Business	X	X	X
Retail Design	X	X	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 Billed Revenues during current month) - (/Total Adjustment Revenues during current month/) / Total Billed Revenues during current month] x 100** This measure provides the percentage accuracy of the billing invoices for a CLEC by dividing the difference between the total billed revenue and total adjustment revenues by the total billed revenues during the current month. **2. Mean Time to Deliver Invoices = Σ[(Invoice Transmission Date) - (Date of Scheduled Bill Close)] / (Count of Invoices Transmitted in Reporting Period)** This measure provides the mean interval for the delivery of billing invoices, beginning with the day after the scheduled bill cycle close. CRIS-based invoices should be released for delivery within six (6) workdays, and CABS-based invoices should be released for delivery within eight (8) calendar days. **Objective:** Measures the percentage of accuracy and mean interval for timeliness of billing records delivered to CLECs in an agreed upon format.

Reporting Dimensions:	**Excluded Situations:**
• CLEC Specific • CLEC Aggregate • BST Aggregate	• Any invoices rejected due to formatting or content errors • Adjustments not related to billing errors (e.g., credits for service outage)
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Monthly • Invoice Type ■ Resale ■ Unbundled Element Invoices (UNE) ■ Interconnection	• Report Monthly • Retail Type ■ CRIS ■ CABS

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

Invoice Timeliness
Reported Month:

Invoice Type:		
	% CRIS Bills Released (by 6th Workday)	% CABS Bills Released (By 8th Workday)
CLEC Specific Region		
CLEC Aggregate Region		
- Resale	X	
- UNE	X	
-Interconnection		X
BST Aggregate		
Region	X	X

BILLING

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

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

Usage Data Delivery Accuracy
Reported Month:

Reported Month	Total Data Packs Sent	Total Packs Requiring Retransmission	% 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 ten 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 twelve seconds. **Definition:** Measurement of the average time in seconds calls wait before answer by a Toll or DA operator and the percent of Toll or DA calls that are answered in less than a predetermined time frame. **Methodology:** The Average Speed to Answer for Toll and DA is provided today from monthly system measurement reports, taken from the centralized call routing switches. The "Total Call Waiting Seconds" is a sub-component of this measure, which BellSouth systems calculate by monitoring the total number of calls in queue throughout the day multiplied by the time (in seconds) between monitoring events. The "Total Calls Served" is the other sub-component of this measure, which BellSouth systems record as the total number of calls handled by Operator Services Toll or DA centers. The Percent Answered within ten and twelve seconds measurement for Toll and DA is derived by using the BellCore Statistical Answer Conversion Tables, to convert the Average Speed to Answer measure into a percent of calls answered within ten/twelve seconds. The BellCore Conversion Tables are specific to the defined parameters of work time, # of operators, max queue size and call abandonment rates. Current BellSouth call center switch technology and business operations do not provide mechanized measurements differentiating between human versus machine call answer processing methods.

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

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

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 (SECONDS)	% ANSWERED WITHIN "X" SECONDS
TOLL ASSISTANCE	X	% within 30 seconds
DIRECTORY ASSISTANCE	X	% within 20 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. • CLECs ordering unbundled switching and 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 CLECs ordering unbundled switching and 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 E911 database updates within a 24-hour period. 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:
• 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 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. **Trunk Group Service Summary**: Contains the service performance results of all final trunk groups (both BST administered trunk groups and CLEC administered trunk groups) between Point of Termination (POT) and BST tandems or end offices, by region, by CLEC, CLEC Aggregate, and BST aggregate. Specifically measures the total number of trunk groups, number of trunk groups measured, and the number of trunk groups which exceed the blocking threshold during their busy hours. 2. **Trunk Group Service Detail:** Provides a detailed list of all final trunk groups between POTs and BST end offices or tandems (A-end and Z-end for BST Local trunks) including the actual blocking performance when blocking exceeds the measured blocking threshold. The blocking performance includes the observed blocking number for a particular Trunk Group Serial Number (TGSN). Blocking thresholds for all trunk groups are 3%, except BST CTTG, which is 2%. Measured Blocking =[(Total number of Blocked Calls)/(Total number of Attempted Calls)] X 100

Reporting Dimensions:	**Excluded Situations:**
• BST Trunk Group Aggregate • CLEC Trunk Group Aggregate • CLEC Trunk Group Specific • State 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. Trunk Group Service Summary

CLEC 1											
											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
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

CLEC Aggregate											
											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
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

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

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	HR	TKS	VAL DAYS	NBR RPTS	RMKS
X	X	X	X	X	X	X	X	X	X	X

BST Common Transport Trunk Group

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

BST Local Network

ORDERED	TGSN	A-End	Z-End	DESC	OBSVD MAX BLKG	HR	TKS	VAL DAYS	NBR RPTS	RMKS
X	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)
TGSN	Unique trunk group identifier. (Trunk Group Serial Number)	AlphaNum(8)
TANDEM	Identifier for the BellSouth Tandem end of the Trunk Group. Part of 37 character Common Language Location Identifier(CLLI) code.	AlphaNum(11)
END OFFICE	Identifier for the BellSouth End Office of the Trunk Group. Part of 37 character Common Location Language Identifier(CLLI) code.	AlphaNum(11)
A-END	Identifier for the BellSouth Originating/Low Alpha end of the Trunk Group. Part of 37 character Common Language Location Identifier(CLLI) code.	AlphaNum(11)
Z-END	Identifier for the BellSouth Terminating/High Alpha end of the Trunk Group. Part of 37 character Common	AlphaNum(11)

	Location Language Identifier(CLLI) code.	
DESCRPT	Describes function/operation of the Trunk Group. Part of 37 character Common Language Location Identifier(CLLI) code.	AlphaNum(15)
OBSVD BLKG	Blocking ratio determined from traffic data measurement.(Total number of calls blocked/Total number of calls attempted)	Numeric
HR	Time of day when the maximum observed blocking was recorded.	Numeric

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

COLLOCATION

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

Reporting Dimensions:	Excluded Situations:
• State and Regional Level • Virtual • Physical	• Any order canceled by the CLEC. • Time for BST to obtain any permits • Collocation contract negotiations
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • CLEC Order Number • Application Submission Date • Firm Order Submission Time • Space Acceptance Date	• Report Month • Application • Application Response • Firm Order • BST Completion Data

Appendix A: Reporting Scope

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

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:

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

PRE-ORDERING AND ORDERING OSS

Function:	Average Response Interval for Pre-Ordering and Ordering Legacy Information & OSS Interface Availability
Measurement Overview:	As an initial step of establishing service, the customer service agent must establish such basic facts as availability of desired features, likely service delivery intervals, the telephone number to be assigned, product and feature availability, and the validity of the street address. Typically, this type of information is gathered from the supporting OSS's while the customer (or potential customer) is on the telephone with the customer service agent. This information may be gathered via stand-alone pre-order inquiries or as part of the ordering function. Pre-ordering/ordering activities are the first contact that a customer may have with a CLEC. This measure is designed to monitor the time required for the CLEC interface systems to obtain from legacy systems the pre-ordering/ordering information necessary to establish and modify service. This measurement also captures the availability percentages for the BST systems that the CLEC uses during pre-ordering and ordering. Comparison to BST results allow conclusions as to whether an equal opportunity exists for the CLEC to deliver a comparable customer experience.
Measurement Methodology:	1. Average OSS Response Interval = Sum [(Date & Time of Legacy Response) - (Date & Time of Request to Legacy)]/(Number of Legacy Requests During the Reporting Period) The response interval for retrieving pre-order/order information from a given legacy is determined by summing the response times for all requests (contracts) submitted to the legacy during the reporting period and then dividing by the total number of legacy requests for 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. Percent Flow-through Service Requests = (Total of Service Requests that flow-through to the BST OSS) / (Total Number of valid Service Requests delivered to BST OSS) X 100. Definition: Percent Flow-through Service Requests measures the percentage of orders submitted electronically that utilize BSTs' OSS without manual (human) intervention. Methodology: • Mechanized tracking for flow-through service requests and manual SOER error audit reports (3/31/98). Mechanized tracking for SOER errors and flow-through (4/30/98). • BST mechanized order tracking. 2. Percent Rejected Service Requests = (Total Number of Rejected Service Requests) / (Total Number of Service Requests Received) X 100. Definition: Percent Rejected Service Requests is the percent of total orders received rejected due to error or omissions. Methodology: • Manual tracking for non flow-through service requests • Mechanized tracking for flow-through service requests • BST retail report not applicable. 3. Reject Interval = [(Date and Time of Service Request Rejection) - (Date and Time of Service Request Receipt)] / (Number of Service Requests Rejected in Reporting Period). Requests are provided based on four (4) hour increments within a 24 hour period, along with the percent greater than 24 hours. Definition: Reject Interval is the average reject time from receipt of service order request to distribution of rejection. Methodology: • Non-Mechanized Results are based on actual data from all orders. • Mechanized Results are based on actual data for all orders from the OSS. • BST retail report not applicable.

ORDERING

Measurement Methodology:	4. Firm Order Confirmation Timeliness = [(Date and Time of Firm Order Confirmation) - (Date and Time of Service Request Receipt)] / (Number of Service Requests Confirmed in Reporting Period) Definition: Interval for Return of a Firm Order Confirmation (FOC Interval) is the average response time from receipt of valid service order request to distribution of order confirmation. Results are provided based on four (4) hour increments within a 24 hour period, along with the percent greater than 24 hours. Methodology: • Non-Mechanized Results are based on actual data from all orders. • Mechanized Results are based on actual data for all orders from the OSS. • BST retail report not applicable. 5. Speed of Answer in Ordering Center = (Total time in seconds to reach LCSC) / (Total # of Calls) in Reporting Period. Definition: Measures the average time to reach a BST representative. This can be an important measure of adequacy in a manual environment or even in a mechanized environment where CLEC service representatives have a need to speak with their BST peers. Methodology: • Mechanized tracking through LCSC Automatic Call Distributor. • Mechanized tracking through BST retail center support systems.

ORDERING

Reporting Dimensions:	Excluded Situations:
• CLEC Specific • CLEC Aggregate • BST Aggregate (Where Applicable) • State and Regional Level • ≦ 10 and ≧ 10 Circuit Categories not available in a pre completion order mode. • Resale Res and Bus reporting categories require adherence to OBF standards. • "Other" category reflects service requests which do not have service class code populated. • Dispatch, No Dispatch ≦ 10 and ≧ 10 Circuit Categories not available in a pre completion order mode.	• Firm Order Confirmation Interval: Invalid Service Requests, and orders received outside of normal business hours • Percent Flow-through Service Requests: Rejected Service Requests • % Rejected Service Requests: Service Requests canceled by the CLEC • Supplements on Manual Orders
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • Interval for FOC • Reject Interval • Total number of LSRs • Total number of Errors • Adjusted Error Volume • Total number of flow through service requests • Adjusted number of flow through service requests • State 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

Percent Flow-Through Service Requests

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

Percent Rejected Service Requests

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

ORDERING

Reject Distribution Interval and Average Interval

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

Firm Order Confirmation Distribution Interval and Average Interval

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

Speed of Answer in Ordering Center

	Ave. Answer time (Sec.) / month
LCSC	X
Residence Service Center	X
Business Service Center	X

PROVISIONING

Function:	**Average Completion Interval and Order Completion Interval Distribution**
Measurement Overview:	The "average completion interval" measure monitors the time required by BST to deliver integrated and operable service components requested by the CLEC, regardless of whether resale services or unbundled network elements are employed. When the service delivery interval of BST is measured for comparable services, then conclusions can be drawn regarding whether or not CLECs have a reasonable opportunity to compete for customers. The "order completion interval distribution" measure monitors the reliability of BST commitments with respect to committed due dates to assure that CLECs can reliably quote expected due dates to their retail customer. In addition, when monitored over time, the "average completion interval" and "percent completed on time" may prove useful in detecting developing capacity issues.
Measurement Methodology:	1. Average Completion Interval = [(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 actual order completion date. Elapsed time for each order is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of orders completed within the reporting period. The distribution of completed orders is determined by first counting, for each specified reporting dimension, the total numbers of orders completed within the reporting interval and the interval between the issue date of each order and the completion date. *D&F orders where the CLEC serves as the agent for the end-user are included in this measurement.* 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 issue date of service order to actual order completion date. Methodology: • Mechanized metric from ordering system

PROVISIONING

Reporting Dimensions:	Excluded Situations:
• CLEC Specific • CLEC Aggregate • BST Aggregate • State and Regional Level • ISDN Orders included in Non Design - GA Only • Dispatch/No Dispatch categories are not applicable to trunks.	• Canceled Service Orders • Initial Order when supplemented by 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 • 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	0 - 5	6 - 10	11 - 15	16 - 20	21 - 25	26 - 30	> 30	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	0 - 5	6 - 10	11 - 15	16 - 20	21 - 25	26 - 30	> 30	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

	0 - 5	6 - 10	11 - 15	16 - 20	21 - 25	26 - 30	>30	Average Completion Interval
LOCAL INTERCONNECTION TRUNKS	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

PROVISIONING

Function:	**Held Order Interval Distribution and Mean Interval**
Measurement Overview:	When delays occur in completing CLEC orders, the average period that CLEC orders are held for BST reasons, pending a delayed completion, should be no worse for the CLEC when compared to BST delayed orders.
Measurement Methodology:	2. 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. *Held orders due to end-user reasons are included and identified in this report.* For each such order the number of calendar days between the committed completion date and the close of the reporting period is established and represents the held order interval for that particular order. The held order interval is accumulated by the standard groupings, unless otherwise noted, and the reason for the order being held, if identified. The total number of days accumulated in a category is then divided by the number of held orders within the same category to produce the mean held order interval. 2. Held Order Distribution Intervals (# of Orders Held for 90 days) / (Total # of Orders Pending But Not Completed) X 100. (# of Orders Held for 15 days) / (Total # of Orders Pending But Not Completed) X 100. This "percentage orders held" measure is complementary to the held order interval but is designed to reflect orders continuing in a "non-completed" state for an extended period of time. Computation of this metric utilizes a subset of the data accumulated for the "held order interval" measure. All orders, for which the "held order interval" equals or exceeds 90 or 15 days are counted, unless otherwise noted as an exclusion. The total number of pending and past due orders are counted (as was done for the held order interval) and divided into the count of orders held past 90 or 15 days. Definition: Average time orders continue in a "non-complete" state for an extended period of time. Methodology: • Mechanized metric from ordering system.

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. • 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

	%>=15 Days				%>=90 Days				
	Facilities	Equip	Other	End User Reasons	Facilities	Equip.	Other	End User Reasons	Mean Interval
Local Interconnection Trunks	X	X	X	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 Retail Residence	X	X	X	X	X	X	X	X	X
BST Retail Business	X	X	X	X	X	X	X	X	X
BST Retail Design	X	X	X	X	X	X	X	X	X

PROVISIONING

Function:	**Average Jeopardy Notice Interval & Percentage of Orders Given Jeopardy Notice.**

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

Reporting Dimensions:	Excluded Situations:
• CLEC Specific • CLEC Aggregate • State and Regional Level	• Any order canceled by the CLEC will be excluded from this measurement • Orders held for CLEC end user reasons
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • CLEC Order Number • Order Submission Date • Committed Due Date • Service Type	• No BST Analog Exists

Average Jeopardy Notice Interval & Percentage of Orders Given Jeopardy Notice.

	Average Interval of Prior Notification (Hours)	**Percent Orders in Jeopardy**
CLEC		
Local Interconnection Trunks	X	X
Resale Residence	X	X
Resale Business	X	X
Resale Design	X	X
UNE Loops with LNP	X	X
UNE	X	X

PROVISIONING

Function:	Installation Timeliness, Quality & Accuracy
Measurement Overview:	The "percent missed installation appointments" measure monitors the reliability of BST commitments with respect to committed due dates to assure that CLECs can reliably quote expected due dates to their retail customer as compared to BST. Percent Provisioning Troubles within 30 days of Installation measures the quality and accuracy of installation activities.
Measurement Methodology:	4. Percent Missed Installation Appointments = (Number of Orders missed in Reporting Period) / (Number of Orders Completed in Reporting Period) X 100 Percent Missed Installation Appointments is the percentage of total orders processed for which BST is unable to complete the service orders on the committed due dates. *Missed Appointments caused by end-user reasons will be included and reported separately.* Definition: Percent of orders where completion's are not done by due date. See "Exclude Situations" for orders not included in this measurement Methodology: • Mechanized metric from ordering system 5. % Provisioning Troubles within 30 days of Service Order Activity = (Trouble reports on Services installed 30 days following service order(s) completion) / (All Service Orders in a calendar month) X 100 Definition: Measures the quality and accuracy of completed orders Methodology: • Mechanized metric from ordering and maintenance systems. 6. 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 (Jeopardy Notification only) • BST End User Reasons (, Jeopardy Notification only) • Orders canceled by the CLEC • Order Activities of BST associated with internal or administrative use of local services.
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • CLEC Order Number • Order Submission Date • Order Submission Time • *Status Type* • Status Notice Date • Status Notice Time • Standard Order Activity • State 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

PROVISIONING

Percent Missed Installation Appointments

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

Percent Missed Installation Appointments—*End User Caused Missed Appointments*

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

Percent Provisioning Troubles within 30 days of Installation

	Dispatch	No-Dispatch	Total Only
Local Interconnection Trunks (CLEC & BST)			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	X	X	
BST Retail Residence	X	X	
BST Retail Business	X	X	
BST Retail Design	X	X	

Service Order Accuracy [1]

	MECHANIZED			NON-MECHANIZED		
	# OF ORDERS REVIEWED	# OF ERRORS	% ORDER ACCURACY	# OF ORDERS REVIEWED	# OF ERRORS	% ORDER ACCURACY
CLEC 1						
GEORGIA						
REGION						
CLEC AGGREGATE						
GEORGIA	X	X	X%	X	X	X%
REGION						
BST RESIDENCE						
GEORGIA						
REGION	X	X	X%			

NOTE 1. Statistical sample for CLECs utilized LSRs submitted across the state.
Statistical sample for BST Retail utilized order population from across the 9 state region, not re-created on a monthly basis.

PROVISIONING

Function:	**Coordinated Customer Conversions**
Measurement Overview:	This category measures the average time it takes BST to disconnect an unbundled loop from the BST switch and cross connect it to a CLEC's equipment. This measurement

	only applies to service orders with and without LNP and where the CLEC has requested BST to provide a coordinated cut-over
Measurement Methodology:	6. Average Coordinated Customer Conversion Interval = [[(Completion Date and Time for Cross Connection of an Unbundled Loop/with LNP)- Disconnection Date and Time of an Unbundled Loop/ with LNP)]] / Total Number of Unbundled Loop Orders with/LNP for the reporting period.

Reporting Dimensions:	Excluded Situations:
• CLEC Specific • CLEC Aggregate • State and Regional Level	• Any order canceled by the CLEC will be excluded from this measurement. • Delays due to CLEC following disconnection of the unbundled loop • Any order where the CLEC has not requested a coordinated cut over • Unbundled Loops where there is no existing subscriber loop
Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
• Report Month • CLEC Order Number • Order Submission Date • Committed Due Date • Service Type	• No BST Analog Exists

Coordinated Customer Conversions

	Average Interval
[redacted]	
UNE Loops without LNP	X
UNE Loops with LNP	X

PROVISIONING

Function:	Average Completion Notice Interval
Measurement Overview:	The receipt of a completion notice by the CLEC from BST informs the carrier that their formal relationship with a customer has begun. This is useful to the CLEC in that it lets them know that they can begin with activities such as billing the customer for service.

Measurement Methodology:	7. Average Completion Notice Interval = Σ[(Date & Time of Notice of Completion) - (Date & Time of Work Completion)] / (Number of Orders Completed in Reporting Period) Definition: The Completion Notice Interval is the elapsed time between the BST reported completion of work and the issuance of a valid completion notice to the CLEC. There is no equivalent BST Retail Measurement.

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

Average Completion Notice Interval
Reported Month:

	Average Interval
CLEC A	
CLEC AGGREGATE	
- Resale Residence	X
- Resale Business	X
- Resale Special	X

MAINTENANCE & REPAIR

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

OSS Maintenance and Repair Interface Availability

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

OSS MAINTENANCE AND REPAIR RESPONSE INTERVAL

	Transaction Totals			Average Response Time																
				≤ 4 Seconds			> 4 and ≤ 10 Seconds			≤ 10 Sec.			> 10 Sec.			> 30 Sec				
Transaction Name	CLEC	BST BLS	BST RES	CLEC	BST BLS	BST RES	CLEC	BST RES	BST BLS	CLEC	BST RES	BST BLS	CLEC	BST RES	BST BLS	CLEC	BST RES	BST BLS		
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		

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

Average Answer Time - Repair Centers

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

MAINTENANCE & REPAIR

Function:	Missed Repair Appointments
Measurement Overview:	When the data for this measure is collected for BST and a CLEC it can be used to compare the percentage of accurate estimates of the time required to complete service

	repairs for BST and the CLEC.
Measurement Methodology:	2. Percentage of Missed Repair Appointments = (Count of Customer Troubles Not Resolved by the Quoted Resolution Time and Date) (Count of Customer Trouble Tickets Closed) X 100. Definition: Percent of trouble reports not cleared by date and time committed. Note: Appointment intervals vary with force availability in the POTS environment. Specials and Trunk intervals are standard interval appointments of no greater than 24 hours. Methodology: Mechanized metric from maintenance database(s).

Reporting Dimensions:	Excluded Situations:
• CLEC Specific • CLEC Aggregate • BST Aggregate • State and Regional Level	• Trouble tickets canceled at the CLEC request • BST trouble reports associated with internal or administrative service
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • CLEC Ticket Number • Ticket Submission Date • Ticket Submission Time • Ticket Completion Time • Ticket Completion Date • Service Type • Disposition and Cause (Non-Design/Non-Special only) • State 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 (Non-Design/Non-Special only) • State and Region Level

Missed Repair Appointments

	Total	Dispatch		No-Dispatch	
		CLEC/EU	BST	CLEC/EU	BST
Local Interconnection Trunks **					
- Total					
Resale - Residence	X	X	X	X	X
- Total		X		X	
Resale - Business	X	X	X	X	X
- Total		X		X	
Resale - Design **					
- Total					
UNE Design **					
- Total					
UNE Non Design	X	X	X	X	X
- Total		X		X	
BST Local Interconnection Trunks **					
Retail Residence	X	X		X	
Retail Business	X	X		X	
Retail Design **	X	X		X	

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

MAINTENANCE & REPAIR

Function:	Customer Trouble Report Rate
Measurement Overview:	This measure can be used to establish the frequency (rate) of customer trouble reports and employed to compare CLEC with BST results.

Measurement Methodology:	1. Customer Trouble Report Rate = (Count of Initial and Repeated Trouble Reports in the Current Period) / (Number of Service Access Lines in Service at End of the Report Period) X 100. Note: Local Interconnection Trunks are reported only as total troubles. The Customer Trouble Report Rate is computed by accumulating the number of maintenance initial and repeated trouble reports during the reporting period. The resulting number of trouble reports are divided by the total number of "service access lines" existing for CLECs and BST respectively at the end of the report period. Definition: Initial and repeated customer direct or referred troubles reported within a calendar month (Where cause is not in carrier equipment) per 100 lines/circuits in service. Methodology: Mechanized metric for trouble reports and lines in service.

Reporting Dimensions:	Excluded Situations:
• CLEC Specific • CLEC Aggregate • BST Aggregate • State and Regional Level	• Trouble tickets canceled at the CLEC request • BST trouble reports associated with administrative service
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • CLEC Ticket Number • Ticket Submission Date • Ticket Submission Time • Ticket Completion Time • Ticket Completion Date • Service Type • Disposition and Cause (Non-Design/Non-Special only) • State 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 (Non-Design/Non-Special only) • State and Region Level

MAINTENANCE & REPAIR

Customer Trouble Report Rate

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

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

MAINTENANCE & REPAIR

Reporting Dimensions:	Excluded Situations:
• CLEC Specific • CLEC Aggregate • BST Aggregate • State and Regional Level	• Trouble reports canceled at the CLEC request • BST trouble reports associated with administrative service
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • Total Tickets • CLEC Ticket Number • Ticket Submission Date • Ticket Submission Time • Ticket Completion Time • Ticket Completion Date • Total Duration Time • Service Type • Disposition and Cause (Non-Design/Non-Special only) • State 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 (Non-Design/Non-Special only) • State and Region Level

MAINTENANCE & REPAIR

Maintenance Average Duration

	Dispatch	No Dispatch	Total
Local Interconnection Trunks	X	X	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
BST			
Local Interconnection Trunks	X	X	X
Retail Residence	X	X	X
Retail Business	X	X	X
Retail Design	X	X	X

Percent Repeat Trouble within 30 Days

	Dispatch	No Dispatch	Total
Local Interconnection Trunks	X	X	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
BST			
Local Interconnection Trunks	X	X	X
Retail Residence	X	X	X
Retail Business	X	X	X
Retail Design	X	X	X

Out of Service more than 24 Hours

	Dispatch	No Dispatch	Total
Local Interconnection Trunks	X	X	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
BST			
Local Interconnection Trunks	X	X	X
Retail Residence	X	X	X
Retail Business	X	X	X
Retail Design	X	X	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 Billed Revenues during current month) - (/Total Adjustment Revenues during current month/) / Total Billed Revenues during current month] x 100** This measure provides the percentage accuracy of the billing invoices for a CLEC by dividing the difference between the total billed revenue and total adjustment revenues by the total billed revenues during the current month. **2. Mean Time to Deliver Invoices = Σ[(Invoice Transmission Date) - (Date of Scheduled Bill Close)] / (Count of Invoices Transmitted in Reporting Period)** This measure provides the mean interval for billing invoices. CRIS-based invoices should be released for delivery within six (6) workdays, and CABS-based invoices should be released for delivery within eight (8) calendar days. **Objective:** Measures the percentage of accuracy and mean interval for timeliness of billing records delivered to CLECs in an agreed upon format.

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

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

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

Invoice Timeliness
Reported Month:

Invoice Type:	% CRIS Bills Released (by 6th Workday)	% CABS Bills Released (By 8th Workday)
CLEC Specific Region		
CLEC Aggregate Region		
- Resale	X	
- UNE	X	
-Interconnection		X
BST Aggregate Region	X	X

BILLING

Function:	**Usage Data Delivery Accuracy, Timeliness & Completeness**

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

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

Usage Data Delivery Accuracy

Reported Month:

Reported Month	Total Data Packs Sent	Total Packs Requiring Retransmission	% 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 ten 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 twelve seconds. **Definition:** Measurement of the average time in seconds calls wait before answer by a Toll or DA operator and the percent of Toll or DA calls that are answered in less than a predetermined time frame. **Methodology:** The Average Speed to Answer for Toll and DA is provided today from monthly system measurement reports, taken from the centralized call routing switches. The "Total Call Waiting Seconds" is a sub-component of this measure, which BellSouth systems calculate by monitoring the total number of calls in queue throughout the day multiplied by the time (in seconds) between monitoring events. The "Total Calls Served" is the other sub-component of this measure, which BellSouth systems record as the total number of calls handled by Operator Services Toll or DA centers. The Percent Answered within ten and twelve seconds measurement for Toll and DA is derived by using the BellCore Statistical Answer Conversion Tables, to convert the Average Speed to Answer measure into a percent of calls answered within ten/twelve seconds. The BellCore Conversion Tables are specific to the defined parameters of work time, # of operators, max queue size and call abandonment rates. Current BellSouth call center switch technology and business operations do not provide mechanized measurements differentiating between human versus machine call answer processing methods.

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

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

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 (SECONDS)	% ANSWERED WITHIN "X" SECONDS
TOLL ASSISTANCE	X	% within 30 seconds
DIRECTORY ASSISTANCE	X	% within 20 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. • CLECs ordering unbundled switching and 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 CLECs ordering unbundled switching and 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 E911 database updates within a 24-hour period. 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:
• 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 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. **Trunk Group Service Summary**: Contains the service performance results of all final trunk groups (both BST administered trunk groups and CLEC administered trunk groups) between Point of Termination (POT) and BST tandems or end offices, by region, by CLEC, CLEC Aggregate, and BST aggregate. Specifically measures the total number of trunk groups, number of trunk groups measured, and the number of trunk groups which exceed the blocking threshold during their busy hours. 2. **Trunk Group Service Detail:** Provides a detailed list of all final trunk groups between POTs and BST end offices or tandems (A-end and Z-end for BST Local trunks) including the actual blocking performance when blocking exceeds the measured blocking threshold. The blocking performance includes the observed blocking number for a particular Trunk Group Serial Number (TGSN). Blocking thresholds for all trunk groups are 3%, except BST CTTG, which is 2%. Measured Blocking =[(Total number of Blocked Calls)/(Total number of Attempted Calls)] X 100

Reporting Dimensions:	**Excluded Situations:**
• BST Trunk Group Aggregate • CLEC Trunk Group Aggregate • CLEC Trunk Group Specific • State 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. Trunk Group Service Summary

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

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

TRUNK GROUP PERFORMANCE

BellSouth CTTG Trunk Group											
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 > 2% observed blocking	x	x	x	x	x	x	x	x	x	x	x

BellSouth Local Network											
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

3. Trunk Group Service Detail

CLEC

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

BST Common Transport Trunk Group

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

BST Local Network

ORDERED	TGSN	A-End	Z-End	DESC	OBSVD MAX BLKG	HR	TKS	VAL DAYS	NBR RPTS	RMKS
X	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)
TGSN	Unique trunk group identifier. (Trunk Group Serial Number)	AlphaNum(8)
TANDEM	Identifier for the BellSouth Tandem end of the Trunk Group. Part of 37 character Common Language Location Identifier(CLLI) code.	AlphaNum(11)
END OFFICE	Identifier for the BellSouth End Office of the Trunk Group. Part of 37 character Common Location Language Identifier(CLLI) code.	AlphaNum(11)
A-END	Identifier for the BellSouth Originating/Low Alpha end of the Trunk Group. Part of 37 character Common Language Location Identifier(CLLI) code.	AlphaNum(11)
Z-END	Identifier for the BellSouth Terminating/High Alpha end of the Trunk Group. Part of 37 character Common	AlphaNum(11)

	Location Language Identifier(CLLI) code.	
DESCRPT	Describes function operation of the Trunk Group. Part of 37 character Common Language Location Identifier(CLLI) code.	AlphaNum(15)
OBSVD BLKG	Blocking ratio determined from traffic data measurement.(Total number of calls blocked/Total number of calls attempted)	Numeric
HR	Time of day when the maximum observed blocking was recorded.	Numeric

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

Collocation

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

Reporting Dimensions:	Excluded Situations:
• State and Regional Level • Virtual • Physical	• Any order canceled by the CLEC. • Time for BST to obtain any permits • Collocation contract negotiations
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • CLEC Order Number • Application Submission Date • Firm Order Submission Time • Space Acceptance Date	• Report Month • Application • Application Response • Firm Order • BST Completion Data

Appendix A: Reporting Scope

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

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:

Service Quality Measurements
Regional Performance Reports

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

PRE-ORDERING AND ORDERING OSS

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

PRE-ORDERING AND ORDERING OSS

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

LEGACY SYSTEM ACCESS TIMES FOR RNS

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

LEGACY SYSTEM ACCESS TIMES FOR LENS

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

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

ORDERING

Measurement Methodology:	4. Firm Order Confirmation Timeliness = ä [(Date and Time of Firm Order Confirmation) - (Date and Time of Service Request Receipt)] / (Number of Service Requests Confirmed in Reporting Period) Definition: Interval for Return of a Firm Order Confirmation (FOC Interval) is the average response time from receipt of valid service order request to distribution of order confirmation. Results are provided based on four (4) hour increments within a 24 hour period, along with the percent greater than 24 hours. Methodology: • Non-Mechanized Results are based on actual data from all orders. • Mechanized Results are based on actual data for all orders from the OSS. • BST retail report not applicable. 5. Speed of Answer in Ordering Center = ä (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 • ≤ 10 and ≥ 10 Circuit Categories not available in a pre completion order mode. • Resale Res and Bus reporting categories require adherence to OBF standards. • "Other" category reflects service requests which do not have service class code populated. • Dispatch, No Dispatch ≤ 10 and ≥ 10 Circuit Categories not available in a pre completion order mode.	• Firm Order Confirmation Interval: Invalid Service Requests, and orders received outside of normal business hours • Percent Flow-through Service Requests: Rejected Service Requests • % Rejected Service Requests: Service Requests canceled by the CLEC • Supplements on Manual Orders
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • Interval for FOC • Reject Interval • Total number of LSRs • Total number of Errors • Adjusted Error Volume • Total number of flow through service requests • Adjusted number of flow through service requests • State 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

Percent Flow-Through Service Requests

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

Percent Rejected Service Requests

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

ORDERING

Reject Distribution Interval and Average Interval

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

Firm Order Confirmation Distribution Interval and Average Interval

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

Speed of Answer in Ordering Center

	Ave. Answer time (Sec.) / month
LCSC	X
Residence Service Center	X
Business Service Center	X

PROVISIONING

Function:	**Average Completion Interval and Order Completion Interval Distribution**
Measurement Overview:	The "average completion interval" measure monitors the time required by BST to deliver integrated and operable service components requested by the CLEC, regardless of whether resale services or unbundled network elements are employed. When the service delivery interval of BST is measured for comparable services, then conclusions can be drawn regarding whether or not CLECs have a reasonable opportunity to compete for customers. The "order completion interval distribution" measure monitors the reliability of BST commitments with respect to committed due dates to assure that CLECs can reliably quote expected due dates to their retail customer. In addition, when monitored over time, the "average completion interval" and "percent completed on time" may prove useful in detecting developing capacity issues.
Measurement Methodology:	1. Average Completion Interval = ä [(Completion Date & Time) - (Order Issue Date & Time)] / (Count of Orders Completed in Reporting Period) 2. Order Completion Interval Distribution = ä (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 actual order completion date. Elapsed time for each order is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of orders completed within the reporting period. The distribution of completed orders is determined by first counting, for each specified reporting dimension, the total numbers of orders completed within the reporting interval and the interval between the issue date of each order and the completion date. For each reporting dimension, the resulting count of orders completed for each specified time period following the issue date is divided by the total number of orders completed with the resulting fraction expressed as a percentage. Definition: Average time from issue date of service order to actual order completion date. Methodology: • Mechanized metric from ordering system.

PROVISIONING

Reporting Dimensions:	Excluded Situations:
• CLEC Specific • CLEC Aggregate • BST Aggregate • State, Regional, and MSA Level • ISDN Orders included in Non Design - GA Only • Dispatch/No Dispatch categories are not applicable to trunks. • Product Reporting Levels • Resale residential POTS (dispatch & non-dispatch) • Resale business POTS (dispatch & non-dispatch) • Resale ISDN (dispatch & non-dispatch) • Resale Centrex (dispatch & non-dispatch) • Resale PBX (dispatch & non-dispatch) • Other Resale (dispatch & non-dispatch) • Unbundled loops 2-wire - w/interim number portability - w/o interim number portability • Unbundled loops all other - w/interim number portability - w/o interim number portability • Unbundled ports • Interconnection Trunks	• Canceled Service Orders • *Initial Order when supplemented by* CLEC • Order Activities of BST associated with internal or administrative use of local services • D & F Orders
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • CLEC Order Number • Order Submission Date • Order Submission Time • Order Completion Date • Order Completion Time • Service Type • Activity Type • State, Region and MSA	• Report Month • Average Order Completion Interval • Order Completion by Interval • Service Type • Activity Type • State, Region and MSA

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	0 - 5	6 - 10	11 - 15	16 - 20	21 -25	26 - 30	> 30	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	0 - 5	6 - 10	11 - 15	16 - 20	21 - 25	26 - 30	> 30	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

	0 - 5	6 - 10	11 - 15	16 - 20	21 - 25	26 - 30	>30	Average Completion Interval
LOCAL INTERCONNECTION TRUNKS	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

Function:	**Held Order Interval Distribution and Mean Interval**
Measurement Overview:	When delays occur in completing CLEC orders, the average period that CLEC orders are held for BST reasons, pending a delayed completion, should be no worse for the CLEC when compared to BST delayed orders.
Measurement Methodology:	2. Mean Held Order Interval = ä (Reporting Period Close Date – Committed Order Due Date) / (Number of Orders Pending and Past The Committed Due Date) for all orders pending and past the committed due date. This metric is computed at the close of each report period. The held order interval is established by first identifying all orders, at the close of the reporting interval, that both have not been reported as "completed" via a valid completion notice and have passed the currently "committed completion date" for the order. *Held orders due to end-user reasons are included and identified in this report.* For each such order the number of calendar days between the committed completion date and the close of the reporting period is established and represents the held order interval for that particular order. The held order interval is accumulated by the standard groupings, unless otherwise noted, and the reason for the order being held, if identified. The total number of days accumulated in a category is then divided by the number of held orders within the same category to produce the mean held order interval. 2. Held Order Distribution Intervals (# of Orders Held for ò 90 days) / (Total # of Orders Pending But Not Completed) X 100. (# of Orders Held for ò 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.

Reporting Dimensions:	Excluded Situations:

• CLEC Specific
• CLEC Aggregate
• BST Aggregate
• State, Regional, and MSA Level
• Product Reporting Levels
  • Resale residential POTS (dispatch & non-dispatch)
  • Resale business POTS (dispatch & non-dispatch)
  • Resale ISDN (dispatch & non-dispatch)
  • Resale Centrex (dispatch & non-dispatch)
  • Resale PBX (dispatch & non-dispatch)
  • Other Resale (dispatch & non-dispatch)
  • Unbundled loops 2-wire
  - w/interim number portability
  - w/o interim number portability
  • Unbundled loops all other
  - w/interim number portability
  - w/o interim number portability
  • Unbundled ports
  • Interconnection Trunks
	• Any order canceled by the CLEC will be excluded from this measurement.
	• Order Activities of BST associated with internal or administrative use of local services.

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

Held Order Interval Distribution and Mean Interval

	%>=15 Days				%>=90 Days				
	Facilities	Equip.	Other	End User Reasons	Facilities	Equip.	Other	End User Reasons	Mean Interval
Local Interconnection Trunks	X	X	X	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 Retail Residence	X	X	X	X	X	X	X	X	X
BST Retail Business	X	X	X	X	X	X	X	X	X
BST Retail Design	X	X	X	X	X	X	X	X	X

PROVISIONING

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

Reporting Dimensions:	Excluded Situations:
• CLEC Specific • CLEC Aggregate • State, Regional, and MSA Level • Product Reporting Levels • Resale residential POTS (dispatch & non-dispatch) • Resale business POTS (dispatch & non-dispatch) • Resale ISDN (dispatch & non-dispatch) • Resale Centrex (dispatch & non-dispatch) • Resale PBX (dispatch & non-dispatch) • Other Resale (dispatch & non-dispatch) • Unbundled loops 2-wire - w/interim number portability - w/o interim number portability • Unbundled loops all other - w/interim number portability - w/o interim number portability • Unbundled ports • Interconnection Trunks	• Any order canceled by the CLEC will be excluded from this measurement • Orders held for CLEC end user reasons
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • CLEC Order Number • Order Submission Date • Committed Due Date • Service Type	• No BST Analog Exists

Average Jeopardy Notice Interval & Percentage of Orders Given Jeopardy Notice.

	Average Interval of Prior Notification (Hours)	Percent Orders in Jeopardy
CLEC		
Local Interconnection Trunks	X	X
Resale Residence	X	X
Resale Business	X	X
Resale Design	X	X
UNE Loops with LNP	X	X
UNE	X	X

PROVISIONING

Function:	Installation Timeliness, Quality & Accuracy
Measurement Overview:	The "percent missed installation appointments" measure monitors the reliability of BST commitments with respect to committed due dates to assure that CLECs can reliably quote expected due dates to their retail customer as compared to BST. Percent Provisioning Troubles within 30 days of Installation measures the quality and accuracy of installation activities.
Measurement Methodology:	4. Percent Missed Installation Appointments = ä (Number of Orders missed in Reporting Period) / (Number of Orders Completed in Reporting Period) X 100 Percent Missed Installation Appointments is the percentage of total orders processed for which BST is unable to complete the service orders on the committed due dates. *Missed Appointments caused by end-user reasons will be included and reported separately.* Definition: Percent of orders where completion's are not done by due date. See "Exclude Situations" for orders not included in this measurement Methodology: • Mechanized metric from ordering system 5. % Provisioning Troubles within 30 days of Service Order Activity = ä (Trouble reports on Services installed ó 30 days following service order(s) completion) / (All Service Orders in a calendar month) X 100 Definition: Measures the quality and accuracy of completed orders Methodology: • Mechanized metric from ordering and maintenance systems.

Reporting Dimensions:	Excluded Situations:

• CLEC Specific
• CLEC Aggregate
• BST Aggregate
• State, Regional, and MSA Level
• Reporting Levels
  • Resale residential POTS (dispatch & non-dispatch)
  • Resale business POTS (dispatch & non-dispatch)
  • Resale ISDN (dispatch & non-dispatch)
  • Resale Centrex (dispatch & non-dispatch)
  • Resale PBX (dispatch & non-dispatch)
  • Other Resale (dispatch & non-dispatch)
  • Unbundled loops 2-wire
  - w interim number portability
  - w/o interim number portability
  • Unbundled loops all other
  - w interim number portability
  - w/o interim number portability
  • Unbundled ports
  • Interconnection Trunks
	• CLEC End User Reasons (Jeopardy Notification only)
	• BST End User Reasons (. Jeopardy Notification only)
	• Orders canceled by the CLEC
	• Order Activities of BST associated with internal or administrative use of local services.

Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • CLEC Order Number • Order Submission Date • Order Submission Time • Status Type • Status Notice Date • Status Notice Time • Standard Order Activity • State, Region, and MSA Level	• Report Month • BST Order Number • Order Submission Date • Order Submission Time • Status Type • Status Notice Date • Status Notice Time • Standard Order Activity • State, Region, and MSA Level

Percent Missed Installation Appointments

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

Percent Missed Installation Appointments—*End User Caused Missed Appointments*

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

PROVISIONING

Percent Provisioning Troubles within 30 days of Installation

	Dispatch	No-Dispatch	Total Only
Local Interconnection Trunks (CLEC & BST)			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	X	X	
BST Retail Residence	X	X	
BST Retail Business	X	X	
BST Retail Design	X	X	

PROVISIONING

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

Reporting Dimensions:	Excluded Situations:

• CLEC Specific
• CLEC Aggregate
• State, Regional, and MSA Level
• Reporting Levels
  • Resale residential POTS (dispatch & non-dispatch)
  • Resale business POTS (dispatch & non-dispatch)
  • Resale ISDN (dispatch & non-dispatch)
  • Resale Centrex (dispatch & non-dispatch)
  • Resale PBX (dispatch & non-dispatch)
  • Other Resale (dispatch & non-dispatch)
  • Unbundled loops 2-wire
  - w/interim number portability
  - w/o interim number portability
  • Unbundled loops all other
  - w/interim number portability
  - w/o interim number portability
  • Unbundled ports
  • Interconnection Trunks
	• Any order canceled by the CLEC will be excluded from this measurement.
	• Delays due to CLEC following disconnection of the unbundled loop
	• Any order where the CLEC has not requested a coordinated cut over
	• Unbundled Loops where there is no existing subscriber loop

Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • CLEC Order Number • Order Submission Date • Committed Due Date • Service Type	• No BST Analog Exists

Coordinated Customer Conversions

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

PROVISIONING

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

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

Average Completion Notice Interval
Reported Month:

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

OSS Maintenance and Repair Interface Availability

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

OSS MAINTENANCE AND REPAIR RESPONSE INTERVAL

	Transaction Totals			Average Response Time													
				≤ 4 Seconds			> 4 and ≤ 10 Seconds			≤ 10 Sec.			> 10 Sec.			> 30 Sec.	
Transaction Name	CLEC	BST BUS	BST RES	CLEC	BST BUS	BST RES	CLEC	BST RES	BST BUS	CLEC	BST RES	BST BUS	CLEC	BST RES	BST BUS	CLEC	BST RES	BST BUS
CRIS																		
- 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

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

Average Answer Time - Repair Centers

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

Function:	Missed Repair Appointments
Measurement Overview:	When the data for this measure is collected for BST and a CLEC it can be used to compare the percentage of accurate estimates of the time required to complete service repairs for BST and the CLEC.
Measurement	2. Percentage of Missed Repair Appointments = (Count of Customer Troubles Not

Methodology:	Resolved by the Quoted Resolution Time and Date) / (Count of Customer Trouble Tickets Closed) X 100. Definition: Percent of trouble reports not cleared by date and time committed. Note: Appointment intervals vary with force availability in the POTS environment. Specials and Trunk intervals are standard interval appointments of no greater than 24 hours. Methodology: Mechanized metric from maintenance database(s).

Reporting Dimensions:	Excluded Situations:

• CLEC Specific
• CLEC Aggregate
• BST Aggregate
• State, Regional, and MSA Level
• Product Reporting Levels
  • Resale residential POTS (dispatch & non-dispatch)
  • Resale business POTS (dispatch & non-dispatch)
  • Resale ISDN (dispatch & non-dispatch)
  • Resale Centrex (dispatch & non-dispatch)
  • Resale PBX (dispatch & non-dispatch)
  • Other Resale (dispatch & non-dispatch)
  • Unbundled loops 2-wire
  - w/interim number portability
  - w/o interim number portability
  • Unbundled loops all other
  - w/interim number portability
  - w/o interim number portability
  • Unbundled ports
  • Interconnection Trunks
	• Trouble tickets canceled at the CLEC request
	• BST trouble reports associated with internal or administrative service

Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • CLEC Ticket Number • Ticket Submission Date • Ticket Submission Time • Ticket Completion Time • Ticket Completion Date • Service Type • Disposition and Cause (Non-Design/Non-Special only) • State, Region, and MSA Level	• Report Month • BST Ticket Number • Ticket Submission Date • Ticket Submission Time • Ticket Completion Time • Ticket Completion Date • Service Type • Disposition and Cause (Non-Design/Non-Special only) • State, Region and MSA Level

MAINTENANCE & REPAIR

Missed Repair Appointments

	Total	Dispatch		No-Dispatch	
		CLEC EU	BST	CLEC EU	BST
Local Interconnection Trunks **					
- Total					
Resale - Residence	X	X	X	X	X
- Total		X		X	
Resale - Business	X	X	X	X	X
- Total		X		X	
Resale - Design **					
- Total					
UNE Design **					
- Total					
UNE Non Design	X	X	X	X	X
- Total		X		X	
BST					
Local Interconnection Trunks **					
Retail Residence	X	X		X	
Retail Business	X	X		X	
Retail Design **	X	X		X	

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

MAINTENANCE & REPAIR

Function:	Customer Trouble Report Rate

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

Reporting Dimensions:	Excluded Situations:

• CLEC Specific
• CLEC Aggregate
• BST Aggregate
• State, Regional, and MSA Level
• Product Reporting Levels
  • Resale residential POTS (dispatch & non-dispatch)
  • Resale business POTS (dispatch & non-dispatch)
  • Resale ISDN (dispatch & non-dispatch)
  • Resale Centrex (dispatch & non-dispatch)
  • Resale PBX (dispatch & non-dispatch)
  • Other Resale (dispatch & non-dispatch)
  • Unbundled loops 2-wire
  - w/interim number portability
  - w/o interim number portability
  • Unbundled loops all other
  - w/interim number portability
  - w/o interim number portability
  • Unbundled ports
  • Interconnection Trunks
	• Trouble tickets canceled at the CLEC request
	• BST trouble reports associated with administrative service

Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • CLEC Ticket Number • Ticket Submission Date • Ticket Submission Time • Ticket Completion Time • Ticket Completion Date • Service Type • Disposition and Cause (Non-Design/Non-Special only) • State, Region, and MSA Level	• Report Month • BST Ticket Number • Ticket Submission Date • Ticket Submission Time • Ticket Completion Time • Ticket Completion Date • Service Type • Disposition and Cause (Non-Design/Non-Special only) • State, Region, and MSA Level

MAINTENANCE & REPAIR

Customer Trouble Report Rate

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

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

MAINTENANCE & REPAIR

Reporting Dimensions:	Excluded Situations:

• CLEC Specific
• CLEC Aggregate
• BST Aggregate
• State, Regional, and MSA Level
• Reporting Levels
  • Resale residential POTS (dispatch & non-dispatch)
  • Resale business POTS (dispatch & non-dispatch)
  • Resale ISDN (dispatch & non-dispatch)
  • Resale Centrex (dispatch & non-dispatch)
  • Resale PBX (dispatch & non-dispatch)
  • Other Resale (dispatch & non-dispatch)
  • Unbundled loops 2-wire
  - w/interim number portability
  - w/o interim number portability
  • Unbundled loops all other
  - w/interim number portability
  - w/o interim number portability
  • Unbundled ports
  • Interconnection Trunks
	• Trouble reports canceled at the CLEC request
	• BST trouble reports associated with administrative service

Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • Total Tickets • CLEC Ticket Number • Ticket Submission Date • Ticket Submission Time • Ticket Completion Time • Ticket Completion Date • Total Duration Time • Service Type • Disposition and Cause (Non-Design/Non-Special only) • State, Region, and MSA 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 (Non-Design/Non-Special only) • State, Region, and MSA Level

MAINTENANCE & REPAIR

Maintenance Average Duration

	Dispatch	No Dispatch	Total
Local Interconnection Trunks	X	X	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
BST			
Local Interconnection Trunks	X	X	X
Retail Residence	X	X	X
Retail Business	X	X	X
Retail Design	X	X	X

Percent Repeat Trouble within 30 Days

	Dispatch	No Dispatch	Total
Local Interconnection Trunks	X	X	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
BST			
Local Interconnection Trunks	X	X	X
Retail Residence	X	X	X
Retail Business	X	X	X
Retail Design	X	X	X

Out of Service more than 24 Hours

	Dispatch	No Dispatch	Total
Local Interconnection Trunks	X	X	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
BST			
Local Interconnection Trunks	X	X	X
Retail Residence	X	X	X
Retail Business	X	X	X
Retail Design	X	X	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 Billed Revenues during current month) - (/Total Adjustment Revenues during current month/) / Total Billed Revenues during current month] x 100** This measure provides the percentage accuracy of the billing invoices for a CLEC by dividing the difference between the total billed revenue and total adjustment revenues by the total billed revenues during the current month. **2. Mean Time to Deliver Invoices = Σ[(Invoice Transmission Date) - (Date of Scheduled Bill Close)] / (Count of Invoices Transmitted in Reporting Period)** This measure provides the mean interval for billing invoices. CRIS-based invoices should be released for delivery within six (6) workdays, and CABS-based invoices should be released for delivery within eight (8) calendar days. **Objective:** Measures the percentage of accuracy and mean interval for timeliness of billing records delivered to CLECs in an agreed upon format.

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

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

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

Invoice Timeliness
Reported Month:

Invoice Type:	% CRIS Bills Released (by 6th Workday)	% CABS Bills Released (By 8th Workday)
CLEC Specific Region		
CLEC Aggregate Region		
- Resale	X	
- UNE	X	
-Interconnection		X
BST Aggregate Region	X	X

BILLING

Function:	**Usage Data Delivery Accuracy, Timeliness & Completeness**
Measurement	The accuracy of usage records delivered by BST to the CLEC must provide CLECs

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

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

Usage Data Delivery Accuracy

Reported Month:

Reported Month	Total Data Packs Sent	Total Packs Requiring Retransmission	% 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 thirty seconds. **3. Average Speed to Answer (DA) =** Σ (Total Call Waiting Seconds) / (Total Calls Served) **4. Percent Answered within "X" Seconds (DA) =** Derived by converting the Average Speed to Answer (DA) using BellCore Statistical Answer Conversion Tables, to arrive at a percent of calls answered in less than twenty seconds. **Definition:** Measurement of the average time in seconds calls wait before answer by a Toll or DA operator and the percent of Toll or DA calls that are answered in less than a predetermined time frame. **Methodology:** The Average Speed to Answer for Toll and DA is provided today from monthly system measurement reports, taken from the centralized call routing switches. The "Total Call Waiting Seconds" is a sub-component of this measure, which BellSouth systems calculate by monitoring the total number of calls in queue throughout the day multiplied by the time (in seconds) between monitoring events. The "Total Calls Served" is the other sub-component of this measure, which BellSouth systems record as the total number of calls handled by Operator Services Toll or DA centers. The Percent Answered within thirty and twenty seconds measurement for Toll and DA is derived by using the BellCore Statistical Answer Conversion Tables, to convert the Average Speed to Answer measure into a percent of calls answered within ten/twelve seconds. The BellCore Conversion Tables are specific to the defined parameters of work time, # of operators, max queue size and call abandonment rates. Current BellSouth call center switch technology and business operations do not provide mechanized measurements differentiating between human versus machine call answer processing methods.

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

Reporting Dimensions:	Excluded Situations:
• Toll Assistance (Toll) in Aggregate • Directory Assistance (DA) in Aggregate • State	• Calls abandoned by customers prior to answer by the BST Toll or DA operator

Data Retained (On Aggregate Basis):

- Month
- Call Type (Toll or DA)
- Average Speed of Answer

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 (SECONDS)	% ANSWERED WITHIN "X" SECONDS
TOLL ASSISTANCE	X	% within 30 seconds
DIRECTORY ASSISTANCE	X	% within 20 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. • CLECs ordering unbundled switching and 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 CLECs ordering unbundled switching and facilities-based CLECs.
Measurement Methodology:	1. E911 Timeliness = ä (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 E911 database updates within a 24-hour period. Methodology: Mechanized metric from ordering system 2. E911 Accuracy = ä (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:
• 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 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. **Trunk Group Service Summary**: Contains the service performance results of all final trunk groups (both BST administered trunk groups and CLEC administered trunk groups) between Point of Termination (POT) and BST tandems or end offices, by region, by CLEC, CLEC Aggregate, and BST aggregate. Specifically measures the total number of trunk groups, number of trunk groups measured, and the number of trunk groups which exceed the blocking threshold during their busy hours. 2. **Trunk Group Service Detail:** Provides a detailed list of all final trunk groups between POTs and BST end offices or tandems (A-end and Z-end for BST Local trunks) including the actual blocking performance when blocking exceeds the measured blocking threshold. The blocking performance includes the observed blocking number for a particular Trunk Group Serial Number (TGSN). Blocking thresholds for all trunk groups are 3%, except BST CTTG, which is 2%. Measured Blocking =[(Total number of Blocked Calls)/(Total number of Attempted Calls)] X 100

Reporting Dimensions:	**Excluded Situations:**
• BST Trunk Group Aggregate • CLEC Trunk Group Aggregate • CLEC Trunk Group Specific • State, Region, and MSA 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, Region, and MSA Level • Exception Trunk detail	• Report Month • Total Trunk Groups • Total Trunk Group for which data available • Threshold exceptions • Exceptions percent of the total • State, Region, and MSA Level • Exception Trunk detail

1. Trunk Group Service Summary

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

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

TRUNK GROUP PERFORMANCE

BellSouth CTTG Trunk Group

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 > 2% observed blocking	x	x	x	x	x	x	x	x	x	x	x

BellSouth Local Network

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
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	HR	TKS	VAL DAYS	NBR RPTS	RMKS
X	X	X	X	X	X	X	X	X	X	X

BST Common Transport Trunk Group

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

BST Local Network

ORDERED	TGSN	A-End	Z-End	DESC	OBSVD MAX BLKG	HR	TKS	VAL DAYS	NBR RPTS	RMKS
X	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)
TGSN	Unique trunk group identifier. (Trunk Group Serial Number)	AlphaNum(8)
TANDEM	Identifier for the BellSouth Tandem end of the Trunk Group. Part of 37 character Common Language Location Identifier(CLLI) code.	AlphaNum(11)
END OFFICE	Identifier for the BellSouth End Office of the Trunk Group. Part of 37 character Common Location Language Identifier(CLLI) code.	AlphaNum(11)

A-END	Identifier for the BellSouth Originating/Low Alpha end of the Trunk Group. Part of 37 character Common Language Location Identifier(CLLI) code.	AlphaNum(11)
Z-END	Identifier for the BellSouth Terminating/High Alpha end of the Trunk Group. Part of 37 character Common Location Language Identifier(CLLI) code.	AlphaNum(11)
DESCRPT	Describes function/operation of the Trunk Group. Part of 37 character Common Language Location Identifier(CLLI) code.	AlphaNum(15)
OBSVD BLKG	Blocking ratio determined from traffic data measurement.(Total number of calls blocked/Total number of calls attempted)	Numeric
HR	Time of day when the maximum observed blocking was recorded.	Numeric

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

Collocation

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

Reporting Dimensions:	Excluded Situations:
• State, Regional, and MSA Level • Virtual • Physical	• Any order canceled by the CLEC. • Time for BST to obtain any permits • Collocation contract negotiations
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • CLEC Order Number • Application Submission Date • Firm Order Submission Time • Space Acceptance Date	• Report Month • Application • Application Response • Firm Order • BST Completion Data

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

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

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

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

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

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

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:

Appendix C

BELLSOUTH'S AUDIT POLICY:

BellSouth currently provides many CLECs with audit rights as a part of their individual interconnection agreements. However, it is not reasonable for BellSouth to undergo an audit for every CLEC with which it has a contract. As of September 9, 1998, that would equate to over 470 audits per year and that number is continually growing. BellSouth is in the process of developing a proposed set of reasonable controls associated with individual CLEC audits. In addition, BellSouth will conduct a comprehensive audit of the aggregate level reports for both BellSouth and the CLECs for each of the next five (5) years, to be conducted by an independent third-party. The results of that audit will be made available to all the parties subject to proper safeguards to protect proprietary information. This aggregate level audit includes the following specifications:

1. the cost be borne 50% by BellSouth and 50% by the CLECs
2. the independent third party auditor shall be selected with input from both BellSouth and the CLECs
3. the scope of the audit shall be jointly determined by Bellsouth and the CLECs.

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

Attachment 11

Rates

Attachment 11
Exhibit 1

Alabama

ALABAMA

PRICING

1. **General Principles**

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

2. **Local Service Resale**

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

Residential Service	16.3%
Business Service:	16.3%

3. **Unbundled Network Elements**

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

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

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

5. **Ancillary Functions**

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

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

6. **Local Number Portability**

The 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**

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

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

Rates for Operational Support Systems are set forth in Table 1. In addition to OSS charges, applicable service order and related charges apply per tariff for resale and per Table 1 of this Attachment 11 for unbundled network elements.

TABLE 1

BELLSOUTH/CLEC RATES - ALABAMA
LOCAL INTERCONNECTION AND UNBUNDLED NETWORK ELEMENTS

NIDs	
NID (all types), per month	NA
Installation of 2-Wire/4Wire CLEC NID, NRC-1st	NA
Installation of 2-Wire/4Wire CLEC NID, NRC-Add'l	NA
NID to NID Cross Connect, 2-Wire or 4-Wire, NRC	NA
NID per 2-Wire Analog VG Loop, Per Month	$1.18
NRC - 1st	$1.44
NRC - Add'l	$1.44
NRC - Disconnect Chg - 1st	$1.44
NRC - Disconnect Chg - Add'l	$1.44
NRC – Incremental Charge – Manual Svc Ord – 1st	$27.37
NRC – Incremental Charge – Manual Svc Ord – Add'l	$12.97
NRC – Incremental Charge – Manual Svc Ord - Disconnect	$17.77
NID per 4-Wire Analog VG Loop, Per Month	$1.30
NRC - 1st	$1.44
NRC - Add'l	$1.44
NRC - Disconnect Chg - 1st	$1.44
NRC - Disconnect Chg - Add'l	$1.44
NRC – Incremental Charge – Manual Svc Ord – 1st	$27.37
NRC – Incremental Charge – Manual Svc Ord – Add'l	$12.97
NRC – Incremental Charge – Manual Svc Ord - Disconnect	$17.77
NID per 2-Wire ISDN Digital VG Loop, Per Month	$1.18
NRC - 1st	$1.44
NRC - Add'l	$1.44
NRC - Disconnect Chg - 1st	$1.44
NRC - Disconnect Chg – Add'l	$1.44
NRC – Incremental Charge – Manual Svc Ord – 1st	$27.37
NRC – Incremental Charge – Manual Svc Ord – Add'l	$12.97
NRC – Incremental Charge – Manual Svc Ord - Disconnect	$17.77
NID per 2-Wire Asymmetrical Dig Subscriber Line (ADSL) Loop, Per Mo.	$1.18
NRC - 1st	$1.44
NRC - Add'l	$1.44
NRC - Disconnect Chg - 1st	$1.44
NRC - Disconnect Chg - Add'l	$1.44
NRC – Incremental Charge – Manual Svc Ord – 1st	$27.37
NRC – Incremental Charge – Manual Svc Ord – Add'l	$12.97
NRC – Incremental Charge – Manual Svc Ord - Disconnect	$17.77
NID per 2-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop	$1.18
NRC - 1st	$1.44
NRC - Add'l	$1.44
NRC - Disconnect Chg - 1st	$1.44
NRC - Disconnect Chg – Add'l	$1.44
NRC – Incremental Charge – Manual Svc Ord – 1st	$27.37
NRC – Incremental Charge – Manual Svc Ord – Add'l	$12.97
NRC – Incremental Charge – Manual Svc Ord - Disconnect	$17.77
NID per 4-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop	$1.30
NRC - 1st	$1.44
NRC - Add'l	$1.44

NRC - Disconnect Chg - 1st	$1.44
NRC - Disconnect Chg - Add'l	$1.44
NRC – Incremental Charge – Manual Svc Ord – 1st	$27.37
NRC – Incremental Charge – Manual Svc Ord – Add'l	$12.97
NRC – Incremental Charge – Manual Svc Ord - Disconnect	$17.77
NID per 4-Wire 56 Kbps Dig Grade Loop	$1.30
NRC - 1st	$1.44
NRC - Add'l	$1.44
NRC – Disconnect Chg - 1st	$1.44
NRC – Disconnect Chg - Add'l	$1.44
NRC – Incremental Charge – Manual Svc Ord – 1st	$27.37
NRC – Incremental Charge – Manual Svc Ord – Add'l	$12.97
NRC – Incremental Charge – Manual Svc Ord - Disconnect	$17.77
NID per 4-Wire 64 Kbps Dig Grade Loop	$1.30
NRC - 1st	$1.44
NRC - Add'l	$1.44
NRC - Disconnect Chg - 1st	$1.44
NRC - Disconnect Chg - Add'l	$1.44
NRC – Incremental Charge – Manual Svc Ord – 1st	$27.37
NRC – Incremental Charge – Manual Svc Ord – Add'l	$12.97
NRC – Incremental Charge – Manual Svc Ord - Disconnect	$17.77
***Nonrecurring Charge* - customer transfer, feature additions, changes (1)**	$5.00
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	
2-Wire Analog VG Loop, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire Analog VG Loop-SL1, per month	$19.04
NRC - 1st	$59.03
NRC - Add'l	$43.14
NRC - Incremental Charge—Manual Service Order—1st	$27.37
NRC - Incremental Charge—Manual Service Order—Add'l	$12.97
NRC - Incremental Charge—Manual Svc Order—Disconnect	$17.77

NRC - Disconnect Chg - 1st	$15.21
NRC - Disconnect Chg - Add'l	$3.22
NRC - Order Coordination for Specified Conversion Time	$45.99
2-Wire Analog VG Loop-SL1-Manual Order Coord	
NRC - 1st	$51.29
NRC - Add'l	$51.29
NRC - Disconnect Chg - 1st	$12.89
NRC - Disconnect Chg - Add'l	$12.89
2-Wire Analog VG Loop-SL2, per month	$22.43
NRC - 1st	$145.46
NRC - Add'l	$108.40
NRC - Incremental Charge--Manual Service Order—1st	$27.37
NRC - Incremental Charge--Manual Service Order—Add'l	$12.97
NRC - Incremental Charge--Manual Svc Order—Disconnect	$17.77
NRC - Disconnect Chg - 1st	$40.31
NRC - Disconnect Chg - Add'l	$26.01
NRC - Order Coordination for Specified Conversion Time	$45.99
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	$293.70
NRC - Add'l	$241.76
NRC - Incremental Charge--Manual Service Order—1st	$27.37
NRC - Incremental Charge--Manual Service Order—Add'l	$12.97
NRC - Incremental Charge--Manual Svc Order—Disconnect	$17.77
NRC - Disconnect Chg - 1st	$108.96
NRC - Disconnect Chg - Add'l	$57.01
NRC - Order Coordination for Specified Conversion Time	$45.99
4-Wire Analog VG Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire ISDN Digital Grade Loop, per month	$29.03
NRC - 1st	$331.85
NRC - Add'l	$255.87
NRC - Incremental Charge--Manual Service Order—1st	$27.37
NRC - Incremental Charge--Manual Service Order—Add'l	$12.97
NRC - Incremental Charge--Manual Svc Order—Disconnect	$17.77
NRC - Disconnect Chg - 1st	$108.95
NRC - Disconnect Chg - Add'l	$57.01
NRC - Order Coordination for Specified Conversion Time	$45.99
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	$15.11
NRC - 1st	$514.21
NRC - Add'l	$464.58
NRC - Incremental Charge--Manual Service Order—1st	$27.37
NRC - Incremental Charge--Manual Service Order—Add'l	$12.97
NRC - Incremental Charge--Manual Svc Order—Disconnect	$17.77
NRC - Disconnect Chg - 1st	$106.65

NRC - Disconnect Chg - Add'l	$56.98
NRC - Order Coordination for Specified Conversion Time	$45.99
2-Wire ADSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC – Add'l	NA
2-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop, per month	$11.76
NRC - 1st	$514.21
NRC - Add'l	$464.58
NRC - Incremental Charge—Manual Service Order—1st	$27.37
NRC - Incremental Charge—Manual Service Order—Add'l	$12.97
NRC - Incremental Charge—Manual Svc Order—Disconnect	$17.77
NRC - Disconnect Chg - 1st	$106.65
NRC - Disconnect Chg - Add'l	$56.98
NRC - Order Coordination for Specified Conversion Time	$45.99
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	$14.39
NRC - 1st	$541.13
NRC - Add'l	491.50
NRC - Incremental Charge--Manual Service Order—1st	$27.37
NRC - Incremental Charge--Manual Service Order—Add'l	$12.97
NRC - Incremental Charge—Manual Svc Order—Disconnect	$17.77
NRC - Disconnect Chg - 1st	$106.65
NRC - Disconnect Chg - Add'l	$56.98
NRC - Order Coordination for Specified Conversion Time	$45.99
4-Wire HDSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire DS1 Digital Loop, per month	$64.65
NRC - 1st	$610.13
NRC - Add'l	$380.26
NRC - Disconnect Chg - 1st	$134.77
NRC - Disconnect Chg - Add'l	$55.97
NRC - Incremental Charge—Manual Svc Order-1st	$27.37
NRC - Incremental Charge—Manual Svc Order-Addl	$12.97
NRC - Incremental Charge—Manual Svc Order-Disconnect	$17.77
NRC - Order Coordination for Specified Conversion Time	$49.18
4-Wire 56 Kbps Dig Grade Loop, per month	$34.15
NRC - 1st	$498.05
NRC - Add'l	$343.70
NRC - Incremental Charge—Manual Service Order—1st	$27.37
NRC - Incremental Charge—Manual Service Order—Add'l	$12.97
NRC - Incremental Charge—Manual Svc Order—Disconnect	$17.77
NRC - Disconnect Chg - 1st	$129.62
NRC - Disconnect Chg - Add'l	$64.25
NRC - Order Coordination for Specified Conversion Time	$45.99
4-Wire 64 Kbps Dig Grade Loop, per month	$34.15
NRC - 1st	$498.05
NRC - Add'l	$343.70
NRC - Incremental Charge—Manual Service Order—1st	$27.37
NRC - Incremental Charge—Manual Service Order—Add'l	$12.97
NRC - Incremental Charge—Manual Svc Order—Disconnect	$17.77
NRC - Disconnect Chg - 1st	$129.62

NRC - Disconnect Chg - Add'l	$64.25
NRC - Order Coordination for Specified Conversion Time	$45.99
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 - Incremental Charge—Manual Service Order—1st	NA
NRC - Incremental Charge—Manual Service Order—Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
Loop Distribution per 2-Wire Analog VG Loop (Including NID), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
Loop Distribution per 2-Wire Analog VG Loop (Excluding NID), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
Loop Distribution per 4-Wire Analog VG Loop (Incl NID), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
Unbundled Network Terminating Wire	
UNTW Pair, per pair, per month	NA
Site Visit Survey, per MDU/MTU Complex, NRC	NA
Site Visit Set-Up – Terminal Preparation, per terminal	
NRC - 1st terminal	NA
NRC – add'l terminal	NA
Access Terminal Provisioning & 1st 25 pair panel, per terminal, NRC	NA
Existing Access Terminal Provisioning, 2nd 25 pair panel, per terminal, NRC	NA
UNTW Pair Provisioning, per pair, NRC	NA
Service Visit for Provisioning, per request, per premises, NRC	NA
Manual Service Order, NRC	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 Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - Disconnect	NA
Working Plug-In 2-Wire, NRC 1st	NA
Working Plug-In 2-Wire, NRC Add'l	NA
Loop Concentration - Remote Terminal Cabinet (Outside CO)	NA
Loop Concentration - Remote Channel Interface - 2-Wire VG (Outside CO), per month	NA
NRC - 1st	NA
NRC - Add'l	NA

NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
NRC - Incremental Charge--Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
Loop Channelization System (Inside C.O.)	
Loop Channelization Sys-Dig Loop Carrier per Mo. (DS1 to VG), per month	$309.38
NRC - 1st	$428.42
NRC - Add'l	$105.16
NRC - Disconnect Chg - 1st	$5.96
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1st	$27.37
NRC - Incremental Charge—Manual Svc Order - Add'l	$12.97
NRC - Incremental Charge—Manual Svc Order – Disconnect	$17.77
CO Channel Interface-2-Wire VG Per Circuit, Per Month	$1.00
NRC - 1st	$26.53
NRC - Add'l	$26.35
NRC - Incremental Charge—Manual Service Order—1st	NA
NRC - Incremental Charge—Manual Service Order—Add'l	NA
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1st	$10.98
NRC - Disconnect Chg - Add'l	$10.90
UNBUNDLED LOCAL EXCHANGE SWITCHING (PORTS)	
2-Wire Analog Line Port (Res., Bus.), per month	$2.07
NRC - 1st (all types)	$21.93
NRC - Add'l (all types)	$21.93
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	$5.21
NRC - Disconnect Chg - Add'l	$5.21
NRC - Incremental Charge--Manual Svc Order - 1st	$27.37
NRC - Incremental Charge--Manual Svc Order - Add'l	$12.97
NRC - Incremental Charge--Manual Svc Order – Disconnect- 1st	$17.77
NRC - Incremental Charge--Manual Svc Order – Disconnect – Add'l	$1.44
2-Wire Analog Line Port (Res., Bus.) including all available features, per month	$7.62
NRC - 1st (all types)	$46.65
NRC - Add'l (all types)	$46.65
NRC - Disconnect Chg – 1st	$18.41
NRC - Disconnect Chg – Add'l	$18.41
NRC - Incremental Charge--Manual Svc Order - 1st	$27.37
NRC - Incremental Charge--Manual Svc Order - Add'l	$12.97
NRC – Incremental Charge—Manual Svc Order – Disconnect - 1st	$17.77
NRC – Incremental Charge—Manual Svc Order – Disconnect - Add'l	$1.44
2-Wire Analog Line Port (Res., Bus.) including three available feature, per month	NA
NRC - 1st (all types)	NA
NRC - Add'l (all types)	NA
NRC - Disconnect Chg – 1st	NA
NRC - Disconnect Chg – Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA

NRC - Incremental Charge--Manual Svc Order – Disconnect - 1st	NA
NRC - Incremental Charge--Manual Svc Order – Disconnect - Add'l	NA
4-Wire Analog VG Port, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - Disconnect	NA
2-Wire DID Port, per month	$12.08
NRC - 1st	$50.00
NRC - Add'l	$18.00
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - Disconnect	NA
4-Wire DS1 Port w/DID capability, per month	$130.23
NRC - 1st	$50.00
NRC - Add'l	$18.00
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - Disconnect	NA
2-Wire ISDN Port(2) (3), per month	$16.42
NRC - 1st	$63.24
NRC - Add'l	$63.24
NRC - Disconnect Chg - 1st	$5.69
NRC - Disconnect Chg - Add'l	$5.69
NRC - Incremental Charge--Manual Svc Order - 1st	$56.19
NRC - Incremental Charge--Manual Svc Order - Add'l	$56.19
NRC - Incremental Charge--Manual Svc Order-Disconnect - 1st	$12.97
NRC - Incremental Charge--Manual Svc Order-Disconnect - Add'l	$12.97
NRC - User Profile per B Channel (4)	NA
2-Wire ISDN Port(2) (3) including all available features, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
2-Wire ISDN Port(2) (3) including three available features, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
4-Wire ISDN DS1 Port, per month	$186.02
NRC - 1st	$244.85
NRC - Add'l	$244.85
NRC - Disconnect Chg - 1st	$51.19
NRC - Disconnect Chg - Add'l	$51.19
NRC - Incremental Charge--Manual Svc Order - 1st	$54.75
NRC - Incremental Charge--Manual Svc Order - Add'l	$54.75
NRC - Incremental Charge--Manual Svc Order - Disconnect - 1st	$11.53
NRC - Incremental Charge--Manual Svc Order - Disconnect - Add'l	$11.53

4-Wire ISDN DS1 Port including all available features, per month	NA
NRC - 1st	NA
NRC - Acd'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
2-Wire Analog Line Port (PBX), per month	$2.07
NRC - 1st	$21.93
NRC - Add'l	$21.93
NRC - Disconnect Chg - 1st	$5.21
NRC - Disconnect Chg - Add'l	$5.21
NRC - Incremental Charge--Manual Svc Order - 1st	$27.37
NRC - Incremental Charge--Manual Svc Order - Add'l	$12.97
NRC - Incremental Charge--Manual Svc Order - Disconnect - 1st	$17.77
NRC - Incremental Charge--Manual Svc Order - Disconnect - Add'l	$0.48
2-Wire Analog Line Port (PBX) including all available features, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
2-Wire Analog Line Port (PBX) including three available features, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
2-Wire Analog Hunting, per line per month	See features
NRC - 1st	See features
NRC - Add'l	See features
Coin Port, per month	$2.34
NRC - 1st	$21.93
NRC - Add'l	$21.93
NRC - Disconnect Chg - 1st	$5.21
NRC - Disconnect Chg - Add'l	$5.21
NRC - Incremental Charge--Manual Svc Order - 1st	$25.93
NRC - Incremental Charge--Manual Svc Order - Add'l	$12.97
NRC - Incremental Charge--Manual Svc Order - Disconnect - 1st	$16.33
NRC - Incremental Charge--Manual Svc Order - Disconnect - Add'l	$0.48
Vertical Features	
Local Switching Features offered with Port, Per month	NA
Subsequent Order Charge—Electronic	NA
Subsequent Order Charge--Incremental Charge--Manual Svc Order	NA
Three-Way Calling, per month	$1.12
NRC	$1.03
NRC – Disconnect	$0.55
Customer Changeable Speed Calling, per month	$0.08
NRC	$1.03
NRC – Disconnect	$0.55
Call Waiting	$0.03
NRC	$1.03
NRC – Disconnect	$0.55
Remote Activation of Call Fordwarding, per month	$0.18
NRC	$1.03
NRC – Disconnect	$0.55
Cancel Call Waiting, per month	$0.01
NRC	$1.03
NRC – Disconnect	$0.55

Automatic Callback, per month	$0.29
NRC	$1.03
NRC – Disconnect	$0.55
Automatic Recall, per month	$0.28
NRC	$1.03
NRC – Disconnect	$0.55
Calling Number Delivery, per month	$0.22
NRC	$1.03
NRC – Disconnect	$0.55
Calling Number Delivery Blocking, per month	$1.17
NRC	$1.03
NRC – Disconnect	$0.55
Customer Originated Trace, per month	$0.14
NRC	$1.03
NRC – Disconnect	$0.55
Selective Call Rejection, per month	$0.13
NRC	$1.03
NRC – Disconnect	$0.55
Selective Call Forwarding, per month	$0.05
NRC	$1.03
NRC – Disconnect	$0.55
Selective Call Acceptance, per month	$0.29
NRC	$1.03
NRC – Disconnect	$0.55
Multiline Hunt Service (Rotary) Service per line, (in addition to port) , per month	$0.11
NRC	$1.03
NRC – Disconnect	$0.55
Call Forwarding Variable, per month	$0.05
NRC	$1.03
NRC – Disconnect	$0.55
Call Forwarding Busy Line, per month	$0.03
NRC	$1.03
NRC – Disconnect	$0.55
Call Forwarding Don't Answer All Calls, per month	$0.03
NRC	$1.03
NRC – Disconnect	$0.55
Remote Call Forwarding, per month	$1.36
NRC	$1.03
NRC – Disconnect	$0.55
Call Transfer, per month	$0.12
NRC	$1.03
NRC – Disconnect	$0.55
Call Hold, per month	$0.03
NRC	$1.03
NRC – Disconnect	$0.55
Toll Restricted Service, per month	$0.04
NRC	$1.03
NRC – Disconnect	$0.55
Message Waiting Indicator – Stutter Dial Tone, per month	$0.03
NRC	$1.03
NRC – Disconnect	$0.55
Anonymous Call Rejection, per month	$0.93
NRC	$1.03
NRC – Disconnect	$0.55

Shared Call Appearances of a DN, per month	$0.41
NRC	$1.03
NRC – Disconnect	$0.55
Multiple Call Appearances, per month	$0.09
NRC	$1.03
NRC – Disconnect	$0.55
ISDN Bridged Call Exclusion, per month	$0.00
NRC	$1.03
NRC – Disconnect	$0.55
Call by Call Access, per month	$28.29
NRC	$28.94
NRC – Disconnect	$5.22
Privacy Release, per month	$0.01
NRC	$1.03
NRC – Disconnect	$0.55
Multi Appearance Directory Number Calls, per month	$0.10
NRC	$1.03
NRC – Disconnect	$0.55
Make Set Busy, per month	$0.01
NRC	$1.03
NRC – Disconnect	$0.55
Teen Service (Res. Dist. Alerting Service), per month	$0.15
NRC	$1.03
NRC – Disconnect	$0.55
Code Restriction and Diversion, per month	$0.04
NRC	$1.03
NRC – Disconnect	$0.55
Call Park, per month	$0.04
NRC	$1.03
NRC – Disconnect	$0.55
Automatic Line, per month	$0.09
NRC	$1.03
NRC – Disconnect	$0.55
ISDN Message Waiting Indication-Lamp, per month	$0.01
NRC	$1.03
NRC – Disconnect	$0.55
ISDN Feature Function Buttons	NA
NRC	$1.03
NRC – Disconnect	$0.55
Subsequent Ordering Charge – (per order, per line)	NA
NRC - Electronic - 1st	$2.88
NRC - Electronic – Add'l	$0.96
NRC - Manual – 1st	$4.80
NRC - Manual – Add'l	$.96
NRC - Disconnect	$2.88
Unbundled End Office Switching (Port Usage)	
End Office Switching Function, per mou	$0.0018
End Office Switching Function, add'l mou (5)	NA
End Office Interoffice Trunk Port—Shared, per mou	$0.0002
Unbundled Tandem Switching (Port Usage) (Local or Access Tandem)	
Tandem Switching Function per mou	$0.00063
Tandem Interoffice Trunk Port--Shared per mou	$0.00033
Tandem Intermediary Charge, per mou (This charge is applicable only to inter-mediary traffic and is applied in addition to applicable switching and/or interconnection charges.)	$0.0015

UNBUNDLED INTEROFFICE TRANSPORT	
Common (Shared) Transport	
Common (Shared) Transport per mile per mou	$0.00001
Common (Shared) Transport Facilities Termination per mou	$0.00045
Interoffice Transport - Dedicated - VG	
Interoffice Transport - Dedicated - 2-Wire VG - per mile	$0.0339
Interoffice Transport - Dedicated - 2-Wire VG - facilities termination per month	$18.49
NRC - 1st	$107.11
NRC - Add'l	$48.27
NRC - Disconnect Chg - 1st	$37.16
NRC - Disconnect Chg - Add'l	$5.88
NRC - Incremental Charge--Manual Svc Order - 1st	$27.37
NRC - Incremental Charge--Manual Svc Order - Add'l	$27.37
NRC - Incremental Charge--Manual Svc Order - Disconnect--1st	$12.97
NRC - Incremental Charge--Manual Svc Order - Disconnect—Add'l	$12.97
Interoffice Transport - Dedicated - DS0 - 56/64 KBPS	
Interoffice Transport - Dedicated - DS0 - per mile per month	$0.0339
Interoffice Transport - Dedicated - DS0 - facilities termination per month	$17.81
NRC - 1st	$107.11
NRC - Add'l	$48.27
NRC - Disconnect Chg - 1st	$37.16
NRC - Disconnect Chg - Add'l	$5.88
NRC - Incremental Charge--Manual Svc Order - 1st	$27.37
NRC - Incremental Charge--Manual Svc Order - Add'l	$27.37
NRC - Incremental Charge--Manual Svc Order-Disconnect--1st	$12.97
NRC - Incremental Charge--Manual Svc Order-Disconnect—Add'l	$12.97
Interoffice Transport - Dedicated - DS1	
Interoffice Transport - Dedicated - DS1 - per mile per month	$0.692
Interoffice Transport - Dedicated - DS1 - facilities termination per month	$79.69
NRC - 1st	$198.15
NRC - Add'l	$148.18
NRC - Disconnect Chg - 1st	$25.44
NRC - Disconnect Chg - Add'l	$20.42
NRC - Incremental Charge—Manual Svc Order - 1st	$27.37
NRC - Incremental Charge—Manual Svc Order - Add'l	$27.37
NRC - Incremental Charge—Manual Svc Order - Disconnect--1st	$12.97
NRC - Incremental Charge—Manual Svc Order - Disconnect—Add'l	$12.97
Interoffice Transport - Dedicated - DS3	
Interoffice Transport - Dedicated - DS3 - per mile per month	$13.06
Interoffice Transport - Dedicated - DS3 - facilities termination per month	$721.04
NRC - 1st	$806.00
NRC - Add'l	$588.00
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg – Add'l	NA
NRC – Incremental Charge—Manual Svc Order - 1st	NA
NRC – Incremental Charge—Manual Svc Order - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - Disconnect--1st	NA
NRC - Incremental Charge—Manual Svc Order - Disconnect—Add'l	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	$14.61
NRC - 1st	$494.65
NRC - Add'l	$84.44
NRC - Disconnect Chg - 1st	$77.81
NRC - Disconnect Chg - Add'l	$7.63
NRC - Incremental Charge--Manual Svc Order - 1st	$27.37
NRC - Incremental Charge--Manual Svc Order - Add'l	$18.73
NRC - Incremental Charge--Manual Svc Order-Disconnect	$17.75
Local Channel - Dedicated - 4-Wire VG	$15.77
NRC - 1st	$502.43
NRC - Add'l	$86.68
NRC - Disconnect Chg - 1st	$78.71
NRC - Disconnect Chg - Add'l	$8.53
NRC - Incremental Charge--Manual Svc Order - 1st	$27.37
NRC - Incremental Charge--Manual Svc Order - Add'l	$18.73
NRC - Incremental Charge--Manual Svc Order-Disconnect	$17.75
Local Channel - Dedicated - DS1	$35.52
NRC - 1st	$503.57
NRC - Add'l	$442.84
NRC - Disconnect Chg - 1st	$46.28
NRC - Disconnect Chg - Add'l	$32.18
NRC - Incremental Charge--Manual Svc Order	$61.95
NRC - Incremental Charge--Manual Svc Order-Disconnect	$29.27
Local Channel - Dedicated – DS3	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order- 1st	NA
NRC - Incremental Charge—Manual Svc Order – Add'l	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect – 1st	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect – Add'l	NA
VIRTUAL COLLOCATION (6)	
Virtual Collocation	BST Tariff Rates
Virtual Collocation - NRC – Application Chg	NA
Virtual Collocation – Cable Installation Chg, per cable	NA
Virtual Collocation – Floor Space, per square feet	NA
Virtual Collocation – Floor Space Power, per ampere	NA
Virtual Collocation – Cable Support Structure, per entrance cable	NA
Virtual Collocation – 2-Wire Cross Connects	NA
NRC – 1st	NA
NRC – Add'l	NA
NRC – Disconnect Chg – 1st	NA
NRC – Disconnect Chg – Add'l	NA
NRC – Incremental Charge – Manual Svc Order – 1st	NA

NRC – Incremental Charge – Manual Svc Order – Add'l	NA
NRC – Incremental Charge – Manual Svc Order – Disconnect - 1st	NA
NRC – Incremental Charge – Manual Svc Order – Disconnect - Add'l	NA
Virtual Collocation – 4-Wire Cross Connects	NA
NRC – 1st	NA
NRC – Add'l	NA
NRC – Disconnect Chg – 1st	NA
NRC – Disconnect Chg – Add'l	NA
NRC – Incremental Charge – Manual Svc Order – 1st	NA
NRC – Incremental Charge – Manual Svc Order – Add'l	NA
NRC – Incremental Charge – Manual Svc Order – Disconnect - 1st	NA
NRC – Incremental Charge – Manual Svc Order – Disconnect - Add'l	NA
Virtual Collocation – DS1 Cross Connects	NA
NRC – 1st	NA
NRC – Add'l	NA
Virtual Collocation – DS3 Cross Connects	NA
NRC – 1st	NA
NRC – Add'l	NA
Virtual Collocation – Security Escort – basic, per ½ hour	
NRC – 1st	NA
NRC – Add'l	NA
Virtual Collocation – Security Escort – overtime, per ½ hour	
NRC – 1st	NA
NRC – Add'l	NA
Virtual Collocation – Security Escort – premium, per ½ hour	
NRC – 1st	NA
NRC – Add'l	NA
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	
End Office Switching, per mou	$.0018
Tandem Switching, per mou	$0.00063
Tandem Switching (assumes 5 miles of transport per mou)	NA
Transport	UNE prices for shared/ common and dedicated transport apply as appropriate.
All terms and conditions, as well as charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and CLEC-1 shall be as set forth in Section E.6 of the appropriate BellSouth intrastate access tariff.	BST State Access Tariff Rates
Tandem Switch + Transport	NA
Combined Tandem Switch Interconnection	NA
Multi-tandem Interconnection	NA
800 ACCESS TEN DIGIT SCREENING SERVICE	
800 Access Ten Digit Screening (all types), per call (7)	$0.0005
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	$7.13
Reservation Charge per 800 number reserved--NRC - Add'l	$0.97
NRC - Incremental Charge--Manual Service Order—1st	$27.37
NRC - Incremental Charge--Manual Service Order—Add'l	NA
Per 800 # Established w/o POTS (w/800 No.) Translations	
NRC - 1st	$15.88
NRC - Add'l	$1.97
NRC - Incremental Charge--Manual Service Order—1st	$27.37
NRC - Incremental Charge--Manual Service Order—Add'l	NA
NRC - Incremental Charge--Manual Service Order -Disconnect	$17.75
NRC - Disconnect Chg - 1st	$10.04
NRC - Disconnect Chg - Add'l	$0.97
Per 800 # Established with POTS Translations	
NRC - 1st	$15.88
NRC - Add'l	$1.97
NRC - Incremental Charge--Manual Service Order—1st	$27.37
NRC - Incremental Charge--Manual Service Order—Add'l	NA
NRC - Incremental Charge--Manual Service Order - Disconnect	$17.75
NRC - Disconnect Chg - 1st	$10.04
NRC - Disconnect Chg - Add'l	$0.97
Customized Area of Service per 800 Number	
NRC - 1st	$5.69
NRC - Add'l	$2.85
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
Multiple Inter LATA Carrier Routing per Carrier Requested per 800 #	
NRC - 1st	$6.66
NRC - Add'l	$3.81
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
Change Charge per request	
NRC - 1st	$8.10
NRC - Add'l	$0.97
NRC - Incremental Charge--Manual Service Order—1st	$27.37
NRC - Incremental Charge--Manual Service Order—Add'l	NA
Call Handling and Destination Features - NRC – 1st	$5.69
Call Handling and Destination Features - NRC – Add'l	NA
LINE INFORMATION DATABASE ACCESS (LIDB)	
LIDB Common Transport per query	$0.00004
LIDB Validation per query	$0.041003
LIDB Originating Point Code Establishment or Change - NRC	$64.36
NRC - Incremental Charge--Manual Svc Order - 1st	$25.93
NRC - Incremental Charge--Manual Svc Order – Add'l	NA
CCS7 SIGNALING TRANSPORT SERVICE	
CCS7 Signaling Connection, per link (A link) per month	$18.79
NRC	$171.98
NRC - Incremental Charge--Manual Svc Order	$25.93
NRC - Disconnect	$135.70
NRC - Incremental Charge – Manual Svc Order - Disconnect	$16.31

CCS7 Signaling Connection, per link (B link) (also known as D link) per month	$18.79
NRC	$171.98
NRC - Incremental Charge--Manual Svc Order	$25.93
NRC - Disconnect	$135.70
NRC - Incremental Charge – Manual Svc Order - Disconnect	NA
CCS7 Signaling Termination, per STP port per month	$148.72
CCS7 Signaling Usage, per ISUP message (applicable when measurement and billing capability exists.)	$0.00004
CCS7 Signaling Usage, per TCAP message (applicable when measurement and billing capability exists.)	$0.0001
CCS7 Signaling Usage Surrogate, per link per LATA per mo (8)	$376.12
CCS7 Signaling Point Code, Establishment or Change, per STP affected	
NRC	$62.00
OPERATIONAL SUPPORT SYSTEMS	
OSS Interactive Ordering and Trouble Maint, Estab, per user per month	NA
NRC	NA
OSS OLEC Daily Usage File: Recording, per message	$0.0002
OSS OLEC Daily Usage File: Message Processing, per message	$0.0033
OSS Access Daily Usage File: Message Processing, per message	$.004
OSS OLEC Daily Usage File: Message Processing, per magnetic tape provisioned	$55.19
OSS Access Daily Usage File: Message Processing, per magnetic tape provisioned	$54.95
OSS OLEC Daily Usage File: Data Transmission (CONNECT:DIRECT), per message	$0.00004
OSS Access Daily Usage File: Data Transmission (CONNECT:DIRECT), per message	$.001
OSS Order Charge, per 1,000 LSRs received from the CLEC by one of the OSS interactive interfaces, per month (per CLEC basis) First 1,000 LSRs received	NA
OSS Order Charge, 1,000 LSRs received from the CLEC by one of the OSS interactive interfaces, per month (per CLEC basis) Each additional 1,000 LSRs received	NA
OSS Order charge, per LSR received from the CLEC by one of the OSS interactive interfaces	$7.45
Incremental charge per LSR received from the CLEC by means other than one of the OSS interactive interfaces	$19.99
OPERATOR CALL PROCESSING	
Oper. Provided Call Handling per min - Using BST LIDB	$1.21
Call Completion Access Termination Charge per call attempt	$0.08
Oper. Provided Call Handling per min - Using Foreign LIDB	$1.25
Call Completion Access Termination Charge per call attempt	$0.08
Operator Provided Call Handling, per call	NA
Fully Automated Call Handling per call - Using BST LIDB	$0.11
Fully Automated Call Handling per call - Using Foreign LIDB	$0.13
Recording Charge per Announcement	
NRC – 1st	$1,649.00
NRC – Add'l	$1,646.00
NRC – Disconnect Charge – 1st	NA
NRC – Disconnect Charge – Add'l	NA
Recording Charge per Branded Announcement – Disconnect – Intial	$9.61
Recording Charge per Branded Announcement – Disconnect – Subsequent	$9.61
Loading Charge per branded announcement	
NRC – 1st	$254.32
NRC – Add'l	$254.32
INWARD OPERATOR SERVICES	
Verification, per minute	$1.16
Verification and Emergency Interrupt, per minute	$1.16

Verification, per call	NA
Verification and Emergency Interrupt, per call	NA
DIRECTORY ASSISTANCE SERVICES	
Directory Assist Call Completion Access Svc (DACC), per call attempt	$0.0598
Call Completion Access Term charge per completed call	NA
Number Services Intercept per query	$0.0235
Number Services Intercept per Intercept Query Update	NA
Directory Assistance Access Service Calls, per call	$0.26
Recording charge per announcement	NA
NRC – 1st	$1,649.00
NRC – Add'l	$1,646.00
NRC – Disconnect Charge – 1st	NA
NRC – Disconnect Charge – Add'l	NA
NRC - Incremental Charge – Manual Service Order – 1st	NA
NRC - Incremental Charge – Manual Service Order – Add'l	NA
Recording Charge per Branded Announcement – Disconnect – Intial	$9.61
Recording Charge per Branded Announcement – Disconnect – Subsequent	$9.61
Loading charge per audio unit	NA
NRC - Incremental Charge—Manual Svc Order	NA
Loading Charge per branded announcement	
NRC – 1st	$254.32
NRC – Add'l	$254.32
Directory Transport	
Directory Transport - Local Channel DS1, per month	$35.52
NRC - 1st	$503.57
NRC - Add'l	$442.84
NRC - Disconnect Chg - 1st	$46.28
NRC - Disconnect Chg - Add'l	$32.18
NRC - Incremental Charge-Manual Svc Order - NRC	$61.99
NRC - Incremental Charge-Manual Svc Order - NRC-Disconnect	$29.27
Directory Transport - Dedicated DS1 Level Interoffice per mile per mo	$0.6923
Directory Transport - Dedicated DS1 Level Interoffice per facility termination per mo	$79.69
NRC - 1st	$198.15
NRC - Add'l	$148.18
NRC - Disconnect Chg - 1st	$25.44
NRC - Disconnect Chg - Add'l	$20.42
NRC - Incremental Charge-Manual Svc Order - NRC-1st	$27.37
NRC - Incremental Charge-Manual Svc Order - NRC-Add'l	$27.37
NRC - Incremental Charge-Manual Svc Order - NRC-Disconnect-1st	$12.97
NRC - Incremental Charge-Manual Svc Order - NRC-Disconnect-Add'l	$12.97
Switched Common Transport per DA Access Service per call	$0.0003
Switched Common Transport per DA Access Service per call per mile	$0.00003
Access Tandem Switching per DA Access Service per call	$0.0023
DA Interconnection, per DA Access Service Call	$0.00269
Directory Transport-Installation NRC, per trunk or signaling connection	
NRC - 1st	$260.69
NRC - Add'l	$5.95
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
NRC - Disconnect Chg - 1st	$173.46
NRC - Disconnect Chg - Add'l	$5.95
Directory Assistance Database Service (DADS)	
Directory Assistance Database Service charge per listing	$0.0446
Directory Assistance Database Service, per month	$128.55

Direct Access to Directory Assistance (DADAS)	
Direct Access to Directory Assistance Service, per month	$7,055.00
Direct Access to Directory Assistance Service, per query	$0.0472685
Direct Access to Directory Assistance Service, svc estab chg-NRC	$1,118.00
NRC – Incremental Charge Manual Svc Order—1st	NA
Direct Access to Directory Assistance Service, svc estab chg-NRC-Disconnect	$81.83
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - 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	$2.13
RCF, per number ported (Residence Line), each path	$2.13
RCF, per number ported (Res or Bus Line)	
NRC	$0.65
NRC - Disconnect Chg	$0.07
RCF, add'l capacity for simultaneous call forwarding, per additional path	$0.32
RCF, per service order, per location - NRC - 1st	$1.44
RCF, per service order, per location - NRC - Add'l	$1.44
NRC - Incremental Charge – Manual Svc Order – 1st	$27.37
NRC - Incremental Charge – Manual Svc Order – Add'l	$27.37
RCF, per service order, per location - NRC - Disconnect - 1st	$1.44
RCF, per service order, per location - NRC - Disconnect - Add'l	$1.44
NRC - Incremental Charge – Manual Svc Order – Disconnect - 1st	$17.77
NRC - Incremental Charge – Manual Svc Order – Disconnect – Add'l	$17.77
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - DID	
DID per number ported, Residence - NRC	$1.18
DID per number ported, Residence - NRC - Disconnect	$1.18
DID per number ported, Business - NRC	$1.18
DID per number ported, Business - NRC - Disconnect	$1.18
DID per service order, per location - NRC - 1st	$1.44
DID per service order, per location - NRC - Add'l	$1.44
NRC - Incremental Charge – Manual Svc Order – 1st	$27.37
NRC – Incremental Charge – Manual Svc Order – Add'l	$27.37
DID per service order, per location - NRC - Disconnect - 1st	$1.44
DID per service order, per location - NRC - Disconnect - Add'l	$1.44
NRC - Incremental Charge - Manual Svc Order – Disconnect -1st	$17.77
NRC - Incremental Charge - Manual Svc Order – Disconnect - Add'l	$17.77
DID, per trunk termination, Initial	$11.84
DID, per trunk termination, Initial - NRC	$173.73
DID, per trunk termination, Initial - Disconnect	$50.43
DID, per trunk termination, Subsequent	$11.84
DID, per trunk termination, Subsequent - NRC	$51.35
DID, per trunk termination, Subsequent - Disconnect	$25.00
ACCESS TO POLES, DUCTS, CONDUITS & RIGHTS OF WAY (9)	
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, per message	NA
AIN - BellSouth AIN SMS Access Service	
AIN SMS Access Svc - Svc Estab per state, initial setup – NRC	$197.49
AIN SMS Access Svc - Svc Estab per state, initial setup - NRC - Disconnect	$114.22
AIN SMS Access Svc - Port Connection-Dial/Shared Access - NRC	$64.05
AIN SMS Access Svc - Port Connection-Dial/Shared Access - NRC-Disconnect	$27.04
AIN SMS Access Svc - Port Connection - ISDN Access - NRC	$64.05

AIN SMS Access Svc - Port Connection - ISDN Access - NRC - Disconnect	$27.04
AIN SMS Access Svc - User ID Codes - per User ID Code - NRC	$141.84
AIN SMS Access Svc - User ID Codes - per User ID Code - NRC - Disconnect	$70.05
AIN SMS Access Svc - Security Card per User ID Code, initial or replacement-NRC	$142.13
AIN SMS Access Svc - Security Card per User ID Code, initial or replacement-NRC - Disconnect	$35.26
AIN SMS Access Service - Storage, per unit (100 Kb)	$0.0026
AIN SMS Access Service - Session, per minute	$0.0892
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	$192.69
Service Establishment Charge, per state, initial setup - NRC - Disconnect	$114.22
Training Session, per customer - NRC	$8,363.00
Training Session, per customer – NRC - Disconnect	NA
Trigger Access Charge, per trigger, per DN, Term. Attempt - NRC	$49.64
Trigger Access Charge, per trigger, per DN, Term. Attempt - NRC - Disconnect	$27.04
Trigger Access Charge, per trigger per DN, Off-Hook Delay - NRC	$49.64
Trigger Access Charge, per trigger per DN, Off-Hook Delay - NRC - Disconnect	$27.04
Trigger Access Charge, per trigger, per DN, Off-Hook Immediate - NRC	$49.64
Trigger Access Charge, per trigger, per DN, Off-Hook Immediate - Disconnect	$27.04
Trigger Access Charge, per trigger, per DN, 10-Digit PODP - NRC	$117.98
Trigger Access Charge, per trigger, per DN, 10-Digit PODP - Disconnect	$37.90
Trigger Access Charge, per trigger, per DN, CDP - NRC	$117.98
Trigger Access Charge, per trigger, per DN, CDP - Disconnect	$37.90
Trigger Access Charge, per trigger, per DN, Feature Code - NRC	$117.98
Trigger Access Charge, per trigger, per DN, Feature Code - Disconnect	$37.90
Query Charge, per query	$0.024
Type 1 Node Charge, per AIN Toolkit Subscription, per node, per query	$0.006
SCP Storage Charge, per SMS Access Acct, per 100 Kb	$1.63
Monthly report - per AIN Toolkit Service Subscription	$16.00
Monthly report - per AIN Toolkit Service Subscription - NRC	$44.56
Monthly report - per AIN Toolkit Service Subscription - NRC - Disconnect	$31.84
Special Study - Per AIN Toolkit Service Subscription	$0.10
Special Study - Per AIN Toolkit Service Subscription - NRC	$47.74
Special Study - Per AIN Toolkit Service Subscription – NRC – Disconnect	$15.90
Call Event Report - per AIN Toolkit Service Subscription	$15.90
Call Event Report - per AIN Toolkit Service Subscription - NRC	$44.56
Call Event Report - per AIN Toolkit Service Subscription - NRC - Disconnect	$31.84
Call Event special Study - per AIN Toolkit Service Subscription	$0.003
Call Event special Study - per AIN Toolkit Service Subscription - NRC	$47.74
Call Event special Study - per AIN Toolkit Service Subscription – NRC – Disconnect	$15.90
CALLING NAME (CNAM) QUERY SERVICE	
CNAM (Database Owner), Per Query	$0.016
CNAM (Non-Database Owner), Per Query	$0.01
CNAM (Non-Database Owner), NRC, applicable when CLEC-1 uses the Character Based User Interface (CHUI) method to transmit the names to the BellSouth CNAM database	$595.00
DARK FIBER	
Per each four-fiber dry fiber arrangement, NRC 1st	$1,893.00
Per each four-fiber dry fiber arrangement, NRC Add'l	$368.21
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	$59.84

NRC – Disconnect – 1st	$625.66
NRC – Disconnect – Add'l	$466.87
Per four fiber strands, per route foot or fraction thereof, per month	
SELECTIVE ROUTING	
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	$230.60
NRC - Incremental Charge--Manual Svc Order	$25.93

Notes:

If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the parties upon request by either party.

(1) In states where a specific NRC for customer transfer, feature additions and changes is not stated, the applicable NRC from the appropriate tariff applies.

(2) Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.

(3) Access to B Channel or D Channel Packet capabilities will be avail- able only through Bona Fide Request/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) Virtual Collocation rates are as set forth in FCC No. 1, Section 20.

(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
Exhibit 2

Florida

FLORIDA

PRICING

1. **General Principles**

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

2. **Local Service Resale**

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

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

Rates for Operational Support systems as set forth in Table 1 are interim and subject to modification based upon receipt of a final, non-appealable order by the Florida Public Service Commission. In addition to OSS charges, applicable service order and related charges apply per the tariff for resale and per Table 1 of this Attachment 11 for unbundled network elements.

TABLE 1

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

NIDs	
NRC - NID per 2-Wire Loops--Incremental--Manual Svc Order--1st	NA
NRC - NID per 2-Wire Loops--Incremental--Manual Svc Order—Add'l	NA
NRC - NID per 2-Wire Loops--Incremental--Manual Svc Order—Disconnect	NA
NRC - NID per 4-Wire Loops--Incremental--Manual Svc Order--1st	NA
NRC - NID per 4-Wire Loops--Incremental--Manual Svc Order—Add'l	NA
NRC - NID per 4-Wire Loops--Incremental--Manual Svc Order—Disconnect	NA
NID (all types), per month	$1.08
Installation of 2-Wire/4-Wire ACI NID, NRC-1st	$70.32
Installation of 2-Wire/4-Wire ACI NID, NRC-Add'l	$54.35
NID to NID Cross Connect, 2-Wire or 4-Wire NRC	$6.15
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 Kbps Dig Grade Loop	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC – Disconnect Chg - 1st	NA
NRC – Disconnect Chg - Add'l	NA
NID per 4-Wire 64 Kbps Dig Grade Loop	NA
NRC - 1st	NA

NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
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	
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 - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
NRC -Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
2-Wire Analog VG Loop-SL1-Manual Order Coord	
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
2-Wire Analog VG Loop-SL2, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	$55.00
2-Wire Analog VG Loop (Standard), per month	NA

NRC - 1st	NA
NRC - Add'l	NA
2-Wire Analog VG Loop (Customized), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire Analog VG Loop, per month	$30.00
NRC - 1st	$141.00
NRC - Add'l	$43.00
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	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 - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	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	$15.81
NRC - 1st	$113.85
NRC - Add'l	$99.61
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	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	$12.12
NRC - 1st	$113.85
NRC - Add'l	$99.61
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	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	$18.24
NRC - 1st	$116.91
NRC - Add'l	$101.71
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	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 Charge--Manual Svc Order-1st	NA
NRC - Incremental Charge--Manual Svc Order-Addl	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect	NA
NRC - Order Coordination for Specified Conversion Time	NA
4-Wire 56 Kbps Dig Grade Loop, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
4-Wire 64 Kbps Dig Grade Loop, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
Unbundled Loops via IDLC	NA
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	$8.57
NRC - 1st	$78.28
NRC - Add'l	$58.33
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA

NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
Loop Distribution per 2-Wire Analog VG Loop (Excluding NID), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
Loop Distribution per 4-Wire Analog VG Loop (Incl NID), per month	$11.29
NRC - 1st	$112.07
NRC - Add'l	$92.11
Unbundled Network Terminating Wire	
UNTW Pair, per pair, per month	$2.00
Site Visit Survey, per MDU/MTU Complex, NRC	$225.00
Site Visit Set-Up – Terminal Preparation, per terminal	
NRC - 1st terminal	$98.00
NRC – add'l terminal	$65.00
Access Terminal Provisioning & 1st 25 pair panel, per terminal, NRC	$110.00
Existing Access Terminal Provisioning, 2nd 25 pair panel, per terminal, NRC	$35.00
UNTW Pair Provisioning, per pair, NRC	$9.00
Service Visit for Provisioning, per request, per premises, NRC	$55.00
Manual Service Order, NRC	$45.00
Loop Concentration - Channelization Sys (Outside CO), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - Disconnect	NA
Working Plug-In 2-Wire, NRC 1st	NA
Working Plug-In 2-Wire, NRC Add'l	NA
Loop Concentration - Remote Terminal Cabinet (Outside CO)	NA
Loop Concentration - Remote Channel Interface - 2-Wire VG (Outside CO), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
Loop Channelization System (Inside C.O.)	
Loop Channelization Sys-Dig Loop Carrier per Mo. (DS1 to VG), per month	$480.00
NRC - 1st	$350.00
NRC - Add'l	$90.00
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1st	NA
NRC - Incremental Charge—Manual Svc Order - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - Disconnect	NA
CO Channel Interface-2-Wire VG Per Circuit, Per Month	$1.50
NRC - 1st	$5.75
NRC - Add'l	$5.50
NRC - Incremental Charge—Manual Service Order—1st	NA
NRC - Incremental Charge—Manual Service Order—Add'l	NA

NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
UNBUNDLED LOCAL EXCHANGE SWITCHING (PORTS)	
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 Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - Disconnect	NA
4-Wire Analog VG Port, per month	$9.14
NRC - 1st	$5.86
NRC - Add'l	$5.86
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - Disconnect	NA
2-Wire DID Port, per month	TBD
NRC - 1st	TBD
NRC - Add'l	TBD
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--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 Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - Disconnect	NA
4-Wire DS1 Port w/DID capability, per month	$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 Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect 1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect Addl	NA
NRC - User Profile per B Channel (4)	NA

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 Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect 1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect Addl	NA
4-Wire ISDN DS1 Port, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect 1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect 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 Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect	NA
2-Wire 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 Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--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 Charge--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 Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--Addl	NA
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 Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--Addl	NA
Interoffice Transport - Dedicated - DS1	
Interoffice Transport - Dedicated - DS1 - per mile per month	$.6013
Interoffice Transport - Dedicated - DS1 - facilities termination per month	$101.61
NRC - 1st	$45.91
NRC - Add'l	$44.18
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--Addl	NA
Interoffice Transport - Dedicated - DS3	
Interoffice Transport - Dedicated - DS3 - per mile per month	$10.66
Interoffice Transport - Dedicated - DS3 - facilities termination per month	$1000.00
NRC - 1st	$806.00
NRC - Add'l	$588.00
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 Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect	NA
Local Channel - Dedicated - 4-Wire VG	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect	NA
Local Channel - Dedicated - DS1	$44.35
NRC - 1st	$246.50
NRC - Add'l	$230.49
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect	NA
VIRTUAL COLLOCATION	
Virtual Collocation	BST 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 Switching, per mou	$.002
Tandem Switching, per mou	$.00029
Tandem Switching (assumes 5 miles of transport per mou)	NA
Transport	UNE prices for shared/ common and dedicated transport apply as appropriate.
All terms and conditions, as well as charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and ACI shall be as set forth in Section E.6 of the appropriate BellSouth intrastate access tariff.	BST State Access Tariff Rates
Tandem Switch + Transport	$.00125
Combined Tandem Switch Interconnection	$.00325
Multi-tandem Interconnection	NA
800 ACCESS TEN DIGIT SCREENING SERVICE (6)	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
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
Per 800 # Established w/o POTS (w/800 No.) Translations	
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
Per 800 # Established with POTS Translations	
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
Customized Area of Service per 800 Number	
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
Multiple Inter LATA Carrier Routing per Carrier Requested per 800 #	
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
Change Charge per request	
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
Call Handling and Destination Features - NRC - 1st	NA
Call Handling and Destination Features - NRC - Add'l	NA
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
Reserv Chg per 800 # Reserved - Incrm Charge-Manual Svc Order	NA
Per 800 # Est'd w/o POTS Transl-Incrm Charge-Manual Svc Order	
NRC	NA
NRC - Disconnect Chg	NA
Per 800 # Est'd with POTS Transl-Incrm Charge Manual Svc Order	
NRC	NA
NRC - Disconnect Chg	NA
Chng Chrg/Request-Incrm Charge-Manual Svc Order-NRC	NA
LINE INFORMATION DATABASE ACCESS (LIDB) (6)	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
NRC - Incremental Charge--Manual Svc Order	NA

LIDB - Incremental Charge - Manual Svc Order - NRC	NA
CCS7 SIGNALING TRANSPORT SERVICE	
CCS7 Signaling Connection, per link (A link) per month	$5.00
NRC	$400.00
NRC - Incremental Charge--Manual Svc Order	NA
NRC - Disconnect	NA
CCS7 Signaling Connection, per link (B link) (also known as D link) per month	$5.00
NRC	$400.00
NRC - Incremental Charge—Manual Svc Order	NA
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
* applicable when measurement and billing capability exists.	
** not applicable when measurement and billing capability exists.	
CCS7 Signaling Point Code, Establishment or Change, per STP affected	
NRC	$62.00
CCS7 Signaling - Incremental Charge - Manual Svc Order	
NRC	NA
NRC - Disconnect	NA
OPERATIONAL SUPPORT SYSTEMS	
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 Processing, per magnetic tape provisioned	$54.95
OSS Access Daily Usage File: Message Processing, 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 (CONNECT:DIRECT), per message	$.001
OSS Order Charge, per 1,000 LSRs received from ACI by one of the OSS interactive interfaces, per month (per ACI basis) First 1,000 LSRs received	NA
OSS Order Charge, 1,000 LSRs received from ACI by one of the OSS interactive interfaces, per month (per ACI basis) Each additional 1,000 LSRs received	NA
OSS Order charge, per LSR received from ACI by one of the OSS interactive interfaces	$10.80
Incremental charge per LSR received from ACI by means other than one of the OSS interactive interfaces	$22.00
OPERATOR CALL PROCESSING	
Operator Provided Call Handling per min - Using BST LIDB	$1.00
Call Completion Access Termination Charge per call attempt	NA
Operator 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
INWARD OPERATOR SERVICES	
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 ASSISTANCE SERVICES	

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 charge per announcement	NA
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
Loading charge per audio unit	NA
NRC - Incremental Charge—Manual Svc Order	NA
Directory Transport	
Directory Transport - Local Channel DS1, per month	$43.64
NRC - 1st	$242.45
NRC - Add'l	$226.44
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge-Manual Svc Order - NRC	NA
NRC - Incremental Charge-Manual Svc Order - NRC-Disconnect	NA
Directory Transport - Dedicated DS1 Level Interoffice per mile per mo	$.6013
Directory Transport - Dedicated DS1 Level Interoffice per facility termination per mo	$99.79
NRC - 1st	$45.91
NRC - Add'l	$44.18
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge-Manual Svc Order - NRC-1st	NA
NRC - Incremental Charge-Manual Svc Order - NRC-Add'l	NA
NRC - Incremental Charge-Manual Svc Order - NRC-Disconnect-1st	NA
NRC - Incremental Charge-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	$206.06
NRC - Add'l	$4.71
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
Directory Assistance Database Service (DADS)	
Directory Assistance Database Service charge 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
NRC – Incremental Charge Manual Svc Order—1st	NA
Direct Access to Directory Assistance Service, svc estab chg-NRC-Disconnect	NA
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - 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 Charge-Manual Svc Order	
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - 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
NRC - Incremental Charge – Manual Svc Order	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 Charge-Manual Svc Order	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
ACCESS TO POLES, DUCTS, CONDUITS & RIGHTS OF WAY (9)	
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
NRC - Incremental Charge 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	NA
NRC - Incremental Charge Manual Svc Charge	NA
AIN SMS Access Svc - Port Connection-Dial/Shared Access - NRC-Disconnect	NA
AIN SMS Access Svc - Port Connection - ISDN Access - NRC	NA
NRC - Incremental Charge Manual Svc Charge	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
NRC - Incremental Charge Manual Svc Charge	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

NRC - Incremental Charge Manual Svc Charge	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
NRC - Incremental Charge--Manual Svc Charge	NA
Service Establishment Charge, per state, initial setup - NRC - Disconnect	NA
Training Session, per customer - NRC	NA
NRC - Incremental Charge--Manual Svc Charge	NA
Trigger Access Charge, per trigger, per DN, Term. Attempt - NRC	NA
NRC - Incremental Charge--Manual Svc Charge	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
NRC - Incremental Charge--Manual Svc Charge	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
NRC - Incremental Charge--Manual Svc Charge	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
NRC - Incremental Charge--Manual Svc Charge	NA
Trigger Access Charge, per trigger, per DN, 10-Digit PODP - Disconnect	NA
Trigger Access Charge, per trigger, per DN, CDP - NRC	NA
NRC - Incremental Charge--Manual Svc Charge	NA
Trigger Access Charge, per trigger, per DN, CDP - Disconnect	NA
Trigger Access Charge, per trigger, per DN, Feature Code - NRC	NA
NRC - Incremental Charge--Manual Svc Charge	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
NRC - Incremental Charge--Manual Svc Charge	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
NRC - Incremental Charge--Manual Svc Charge	NA
Call Event Report - per AIN Toolkit Service Subscription	NA
Call Event Report - per AIN Toolkit Service Subscription - NRC	NA
NRC - Incremental Charge--Manual Svc Charge	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
NRC - Incremental Charge--Manual Svc Charge	NA
CALLING NAME (CNAM) QUERY SERVICE - DATABASE OWNER	
CNAM, Per Query	NA
DARK FIBER	
Per each four-fiber dry fiber arrangement, NRC 1st	NA
Per each four-fiber dry fiber arrangement, NRC Add'l	NA
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service 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	NA
Per four fiber strands, per route foot or fraction thereof, per month	NA
SELECTIVE ROUTING	
Per Line or PBX Trunk, each	NA
Per Line or PBX Trunk, NRC	NA
Customized routing per unique line class ode, per request, per switch	NA
NRC	NA
NRC - Incremental Charge--Manual Svc Order	NA

Notes:

N/A refers to rate elements which do not have a negotiated rate. Operational Support Systems (OSS) rates apply in all cases except for rate elements with specific OSS rates or specific incremental manual order charges.

(1) In states where a specific NRC for customer transfer, feature additions and changes is not stated, the applicable NRC from the appropriate tariff applies.

(2) Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.

(3) Access to B Channel or D Channel Packet capabilities will be avail- able only through Bona Fide Request/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 ACI 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
Exhibit 3

Georgia

GEORGIA
PRICING

1. **General Principles**

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

2. **Local Service Resale**

The prices that ACI 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 ACI 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 ACI 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 ACI 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). ACI 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**

Rates for OSS are as set forth in Table 1. In addition to OSS charges, applicable service order and related charges apply per tariff for resale and per Table 1 of this Attachment 11 for unbundled network elements.

TABLE 1

BELLSOUTH/ACI 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
Installation of 2-Wire/4-Wire ACI NID, NRC-1st	NA
Installation of 2-Wire/4-Wire ACI NID, NRC-Add'l	NA
NID to NID Cross Connect, 2-Wire or 4_wire, NRC	NA
NID per 2-Wire Analog VG Loop, Per Month	$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 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
NID per 4-Wire 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	
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 Charge--Manual Svc Oder--1st	$18.94
NRC-Incremental Charge--Manual Svc Order—Add'l	$8.42
NRC-Incremental Charge--Manual Svc Order –Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	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	$19.57
NRC - 1st	$104.17
NRC - Add'l	$78.10
NRC-Incremental Charge--Manual Svc Order- 1st	$18.94
NRC-Incremental Charge--Manual Svc Order-Add'l	$8.42
NRC-Incremental Charge--Manual Svc Order –Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	$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 Charge--Manual Svc Order—1st	$18.94
NRC-Incremental Charge--Manual Svc Order—Add'l	$8.42
NRC - Incremental Charge—Manual Svc Order –Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	$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 Charge--Manual Svc Order—1st	$18.94
NRC-Incremental Charge--Manual Svc Order—Add'l	$8.42
NRC - Incremental Charge—Manual Svc Order –Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	$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 Charge--Manual Svc Order-1st	$18.94
NRC-Incremental Charge--Manual Svc Order-Add'l	$8.42
NRC - Incremental Charge—Manual Svc Order –Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	$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 Charge--Manual Svc Order-1st	$18.94
NRC-Incremental Charge--Manual Svc Order-Add'l	$8.42
NRC - Incremental Charge—Manual Svc Order –Disconnect	NA

NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	$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 Charge--Manual Svc Order-1st	$18.94
NRC-Incremental ChargeManual Svc Order-Add'l	$8.42
NRC - Incremental Charge—Manual Svc Order –Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	$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 Charge—Manual Svc Order-1st	$18.94
NRC - Incremental Charge—Manual Svc Order-Addl	$8.42
NRC - Incremental Charge—Manual Svc Order-Disconnect	NA
NRC - Order Coordination for Specified Conversion Time	$34.52
4-Wire 56 Kbps Dig Grade Loop, per month	$29.92
NRC - 1st	$348.55
NRC - Add'l	$241.20
NRC-Incremental Charge—Manual Svc Order-1st	$18.94
NRC-Incremental Charge—Manual Svc Order-Add'l	$8.42
NRC - Incremental Charge—Manual Svc Order –Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	$34.22
4-Wire 64 Kbps Dig Grade Loop, per month	$29.92
NRC - 1st	$348.55
NRC - Add'l	$241.20
NRC-Incremental Charge—Manual Svc Order-1st	$18.94
NRC-Incremental Charge—Manual Svc Order-Add'l	$8.42
NRC - Incremental Charge—Manual Svc Order –Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	$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 Charge—Manual Svc Order-1st	$18.94

NRC-Incremental Charge—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 Charge--Manual Svc Order-1st	$18.94
NRC-Incremental Charge—Manual Svc Order-Add'l	$8.42
NRC - Incremental Charge—Manual Svc Order –Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	$ 34.22
Loop Distribution per 2-Wire Analog VG Loop (Excluding NID), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
Loop Distribution per 4-Wire Analog VG Loop (Incl. NID), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
Unbundled Network Terminating Wire	
UNTW Pair, per pair, per month	$2.00
Site Visit Survey, per MDU/MTU Complex, NRC	$225.00
Site Visit Set-Up – Terminal Preparation, per terminal	
NRC - 1st terminal	$98.00
NRC – add'l terminal	$65.00
Access Terminal Provisioning & 1st 25 pair panel, per terminal, NRC	$110.00
Existing Access Terminal Provisioning, 2nd 25 pair panel, per terminal, NRC	$35.00
UNTW Pair Provisioning, per pair, NRC.	$9.00
Service Visit for Provisioning, per request, per premises, NRC	$55.00
Manual Service Order, NRC	$45.00
Loop Concentration - Channelization Sys (Outside CO), per month	$313.11
NRC - 1st	$651.23
NRC - Add'l	$284.99
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	$18.94
NRC - Incremental Charge--Manual Svc Order - Add'l	$8.42
NRC - Incremental Charge--Manual Svc Order - Disconnect	NA
Working Plug-In 2-Wire, NRC 1st	NA
Working Plug-In 2-Wire, NRC Add'l	NA
Loop Concentration - Remote Terminal Cabinet (Outside CO)	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 Charge—Manual Service Order-1st	$18.94
NRC-Incremental Order—Manual Service Order-Add'l	$8.42
NRC - Incremental Charge—Manual Svc Order –Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
Loop Channelization System (Inside C.O.)	

Loop Channelization Sys-Dig Loop Carrier per Mo. (DS1 to VG), per month	$281.76
NRC - 1st	$308.13
NRC - Add'l	$76.33
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	$18.94
NRC - Incremental Charge--Manual Svc Order - Add'l	$8.42
NRC - Incremental Charge--Manual Svc Order - Disconnect	NA
CO Channel Interface-2-Wire VG Per Circuit, Per Month	$0.9016
NRC - 1st	$20.87
NRC - Add'l	$20.74
NRC-Incremental Charge—Manual Svc Charge -1st	$18.94
NRC-Incremental Charge—Manual Svc Charge-Add'l	$8.42
NRC - Incremental Charge—Manual Svc Order –Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
UNBUNDLED LOCAL EXCHANGE SWITCHING (PORTS)	
2-Wire Analog Line Port (Res., Bus.), per month	$1.85
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 Charge--Manual Svc Order - 1st	$18.94
NRC - Incremental Charge--Manual Svc Order - Add'l	$8.42
NRC - Incremental Charge--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 Charge--Manual Svc Order - 1st	$18.94
NRC - Incremental Charge--Manual Svc Order - Add'l	$8.42
NRC - Incremental Charge--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 Charge--Manual Svc Order - 1st	$18.94
NRC - Incremental Charge--Manual Svc Order - Add'l	$8.42
NRC - Incremental Charge--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 Charge--Manual Svc Order - 1st	$18.94

NRC - Incremental Charge--Manual Svc Order - Add'l	$8.42
NRC - Incremental Charge--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 Charge--Manual Svc Order - 1st	$39.98
NRC - Incremental Charge--Manual Svc Order - Add'l	$39.98
NRC - Incremental Charge--Manual Svc Order-Disconnect 1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect Addl	NA
NRC - User Profile per B Channel (4)	NA
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 Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect 1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect Addl	NA
4-Wire ISDN DS1 Port, 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 Charge--Manual Svc Order - 1st	$37.88
NRC - Incremental Charge--Manual Svc Order - Add'l	$37.88
NRC - Incremental Charge--Manual Svc Order-Disconnect 1st	NA
NRC - Incremental Charge--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 Charge--Manual Svc Order - 1st	$18.94
NRC - Incremental Charge--Manual Svc Order - Add'l	$8.42
NRC - Incremental Charge--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 Charge--Manual Svc Order - 1st	$18.94
NRC - Incremental Charge--Manual Svc Order - Add'l	$8.42
NRC - Incremental Charge--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 Charge--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 Charge--Manual Svc Order - 1st	$18.94
NRC - Incremental Charge--Manual Svc Order - Add'l	$18.94
NRC - Incremental Charge--Manual Svc Order-Disconnect--1st	NA
NRC - Incremental Charge--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 Charge--Manual Svc Order - 1st	$18.94
NRC - Incremental Charge--Manual Svc Order - Add'l	$18.94
NRC - Incremental Charge--Manual Svc Order-Disconnect--1st	NA
NRC - Incremental Charge--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 Charge--Manual Svc Order - 1st	$18.94
NRC - Incremental Charge--Manual Svc Order - Add'l	$18.94
NRC - Incremental Charge--Manual Svc Order-Disconnect--1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--Addl	NA
Interoffice Transport - Dedicated - DS3	
Interoffice Transport - Dedicated - DS3 - per mile per month	$8.02
Interoffice Transport - Dedicated - DS3 - facilities termination per month	$698.44
NRC - 1st	$806.00
NRC - Add'l	$588.00
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	$362.95
NRC - Add'l	$62.40
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	$18.94
NRC - Incremental Charge--Manual Svc Order - Add'l	$8.42
NRC - Incremental Charge--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 Charge--Manual Svc Order - 1st	$18.94
NRC - Incremental Charge--Manual Svc Order - Add'l	$8.42
NRC - Incremental Charge--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 Charge--Manual Svc Order	$44.22
NRC - Incremental Charge--Manual Svc Order-Disconnect	NA
VIRTUAL COLLOCATION	
Virtual Collocation	BST 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 Switching, per mou	$.0016333
Tandem Switching, per mou	$.0006757
Tandem Switching (assumes 5 miles of transport per mou)	NA
Transport	UNE prices for shared/common and dedicated transport

	apply as appropriate.
All terms and conditions, as well as charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and ACI shall be as set forth in Section E.6 of the appropriate BellSouth intrastate access tariff.	BST State Access Tariff Rates
Tandem Switch + Transport	NA
Combined Tandem Switch Interconnection	NA
Multi-tandem Interconnection	NA
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 Charge—Manual Svc Order-1st	$18.94
NRC_Incremental Charge—Manual Svc Charge-Add'l	NA
Per 800 # Established w/o POTS (w/800 No.) Translations	
NRC - 1st	$12.81
NRC - Add'l	$1.45
NRC-Incremental Charge-Manual Svc Order-1st	$18.94
NRC-Incremental Charge-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 Charge-Manual Svc Charge-1st	$18.94
NRC-Incremental Charge-Manual Svc Charge-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 Charge-Manual Svc Order-1st	NA
NRC-Incremental Charge-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 Charge-Manual Svc Order-1st	NA
NRC-Incremental Charge-Manual Svc Order-Add'l	NA
Change Charge per request	
NRC - 1st	$7.33
NRC - Add'l	$0.76
NRC-Incremental Charge-Maual Svc Charge-1st	$18.94

NRC-Incremental Charge-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 Charge-Manual Svc Charge-1st	NA
NRC-Incremental Charge-Manual Svc Charge-Add'l	NA
Reserv Chg per 800 # Reserved - Incrm Charge-Manual Svc Order	NA
Per 800 # Est'd w/o POTS Transl-Incrm Charge-Manual Svc Order	
NRC	NA
NRC - Disconnect Chg	NA
Per 800 # Est'd with POTS Transl-Incrm Charge Manual Svc Order	
NRC	NA
NRC - Disconnect Chg	NA
Chng Chrg/Request-Incrm Charge-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 Charge-Manual Svc Order	$18.94
LIDB - Incremental Charge - Manual Svc Order - NRC	NA
CCS7 SIGNALING TRANSPORT SERVICE	
CCS7 Signaling Connection, per link (A link) per month	$17.05
NRC	$131.96
NRC-Incremental Charge—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 Charge-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
* applicable when measurement and billing capability exists.	
** not applicable when measurement and billing capability exists.	
CCS7 Signaling Point Code, Establishment or Change, per STP affected	
NRC	$62.00
CCS7 Signaling - Incremental Charge - Manual Svc Order	$18.94
NRC	NA
NRC - Disconnect	NA
OPERATIONAL SUPPORT SYSTEMS	
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 Processing, per magnetic tape provisioned	$54.95
OSS Access Daily Usage File: Message Processing, 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 1,000 LSRs received from ACI by one of the OSS interactive interfaces, per month (per ACI basis) First 1,000 LSRs received	$550.00
OSS Order Charge, 1,000 LSRs received from ACI by one of the OSS interactive	$110.00

interfaces, per month (per ACI basis) Each additional 1,000 LSRs received	
OSS Order charge, per LSR received from ACI by one of the OSS interactive interfaces	NA
Incremental charge per LSR received from ACI by means other than one of the OSS interactive interfaces	See applicable rate element
OPERATOR CALL PROCESSING	
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 OPERATOR SERVICES	
Verification, per minute	$.09210833
Verification and Emergency Interrupt, per minute	$.09210833
Verification, per call	NA
Verification and Emergency Interrupt, per call	NA
DIRECTORY ASSISTANCE SERVICES	
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 charge per announcement	NA
NRC-Incremental Charge-Manual Svc Order-1st	$17.54
NRC-Incremental Charge-Manual Svc Order-Add'l	$15.43
Loading charge per audio unit	$253.87
NRC-Incremental Charge-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 Charge-Manual Svc Order - NRC	$18.94
NRC - Incremental Charge-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 Charge-Manual Svc Order - NRC-1st	$44.22
NRC - Incremental Charge-Manual Svc Order - NRC-Add'l	NA
NRC - Incremental Charge-Manual Svc Order - NRC-Disconnect-1st	NA
NRC - Incremental Charge-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 Charge-Manual Svc Order-1st	$44.22
NRC-Incremental Charge-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 charge 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 Charge-Manual Svc Order-1st	NA
Direct Access to Directory Assistance Service, svc estab chg-NRC-Disconnect	NA
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - 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	$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 Charge-Manual Svc Order	
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - DID	
DID per number ported, Residence - NRC	$.93
DID per number ported, Residence - NRC - Disconnect	NA
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 Charge-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 Charge-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 & RIGHTS OF WAY (8)	
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 Charge-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 Charge-Manual Svc Charge	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 Charge-Manual Svc Charge	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 Charge-Manual Svc Charge	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 Charge-Manual Svc Charge	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 Charge-Manual Svc Charge	NA
Service Establishment Charge, per state, initial setup - NRC - Disconnect	NA
Training Session, per customer - NRC	$8,348.00
NRC-Incremental Charge-Manual Svc Charge	NA
Trigger Access Charge, per trigger, per DN, Term. Attempt - NRC	$19.13
NRC-Incremental Charge-Manual Svc Charge	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 Charge-Manual Svc Charge	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 Charge-Manual Svc Charge	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 Charge-Manual Svc Charge	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 Charge-Manual Svc Charge	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 Charge-Manual Svc Charge	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 Charge-Manual Svc Charge	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 Charge-Manual Svc Charge	NA
Call Event Report - per AIN Toolkit Service Subscription	$15.87
Call Event Report - per AIN Toolkit Service Subscription - NRC	$22.64
NRC-Incremental Charge-Manual Svc Charge	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 Charge-Manual Svc Charge	NA
CALLING NAME (CNAM) QUERY SERVICE - DATABASE OWNER	
CNAM, Per Query	NA
DARK FIBER	
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 Charge-Manual Svc Order-1st	NA
NRC-Incremental Charge-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 ROUTING	
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 Charge-Manual Svc Order	$18.94
Notes: **N/A refers to rate elements which do not have a negotiated rate.** (1) In states where a specific NRC for customer transfer, feature additions and changes is not stated, the applicable NRC from the appropriate tariff applies. (2) Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports. (3) Access to B Channel or D Channel Packet capabilities will be avail- able only through Bona Fide Request 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.	

Attachment 11
Exhibit 4

Kentucky

KENTUCKY

PRICING

1. **General Principles**

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

2. **Local Service Resale**

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

Residential Service	16.79%
Business Service:	15.54%

3. **Unbundled Network Elements**

The prices that ACI 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 ACI 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). ACI may file a complaint with the appropriate regulatory authority if it believes the rates provided by BellSouth are not consistent with 47 U.S.C. Section 224(d).

6. **Dark Fiber**

The prices for Dark Fiber are set forth in Table 1.

7. **Local Number Portability**

The prices for interim number portability are set forth in Table 1.

8. **Recorded Usage Data**

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

9. **Left Blank Intentionally**

10. **Electronic Interfaces**

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

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

OPERATIONAL SUPPORT SYSTEMS (OSS) RATES

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

TABLE 1

BELLSOUTH/ACI RATES - KENTUCKY
UNBUNDLED NETWORK ELEMENTS

NIDs	
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	$1.80
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	$18.20

NRC - 1st	$86.08
NRC - Add'l	$58.57
2-Wire Analog VG Loop (Customized), per month	$21.41
NRC - 1st	$236.75
NRC - Add'l	$177.10
4-Wire Analog VG Loop (Standard), per month	$26.38
NRC - 1st	$457.14
NRC - Add'l	$348.83
2-Wire ISDN Digital Grade Loop (Standard), per month	$29.65
NRC - 1st	$541.28
NRC - Add'l	$431.61
2-Wire ADSL Loop (Standard), per month	$10.63
NRC - 1st	$713.50
NRC - Add'l	$609.44
2-Wire HDSL Loop (Standard), per month	$7.40
NRC - 1st	$713.50
NRC - Add'l	$609.44
4-Wire HDSL Loop (Standard), per month	$9.70
NRC - 1st	$748.93
NRC - Add'l	$646.17
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	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	$20.00
NRC - 1st	$86.08
NRC - Add'l	$58.57

2-Wire Analog VG Loop (Customized), per month	$23.35
NRC - 1st	$236.75
NRC - Add'l	$177.10
4-Wire Analog VG Loop, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
4-Wire Analog VG Loop (Standard), per month	$28.28
NRC - 1st	$457.14
NRC - Add'l	$348.83
2-Wire ISDN Digital 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
2-Wire ISDN Digital Grade Loop (Standard), per month	$31.99
NRC - 1st	$541.28
NRC - Add'l	$431.61
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	$11.89
NRC - 1st	$713.50
NRC - Add'l	$609.44
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	$8.51
NRC - 1st	$713.50
NRC - Add'l	$609.44
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	$10.39
NRC - 1st	$748.93

NRC - Add'l	$646.17
4-Wire DS1 Digital Loop, per month	$67.96
NRC - 1st	$849.80
NRC - Add'l	$523.27
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	$10.83
NRC - 1st	$459.85
NRC - Add'l	$352.89
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
Loop Distribution per 2-Wire Analog VG Loop (Excluding NID), per month	$9.95
NRC - 1st	$459.85
NRC - Add'l	$352.89
Unbundled Network Terminating Wire	BFR
Loop Concentration - Channelization Sys (Outside CO), per month	$263.06
NRC - 1st	$1,508.41
NRC - Add'l	$596.11
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	$23.30
Working Plug-In 2-Wire, NRC Add'l	$23.25
Loop Concentration - Remote Terminal Cabinet (Outside CO)	ICB
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	$429.33
NRC - 1st	$664.06
NRC - Add'l	$166.55
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	$1.26
NRC - 1st	$46.68
NRC - Add'l	$46.38
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	$2.61
NRC - 1st (all types)	NA
NRC - Add'l (all types)	NA
NRC - 1st (Residence)	$37.78
NRC - Add'l (Residence)	$37.78
NRC - 1st (Business)	$37.55
NRC - Add'l (Business)	$37.55
NRC - 1st (PBX)	$36.47
NRC - Add'l (PBX)	$36.47
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	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 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 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	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire ISDN Port(2) (3), per month	$12.33
NRC - 1st	$90.48
NRC - Add'l	$84.53
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)	$5.61
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	$275.48
NRC - 1st	$181.27
NRC - Add'l	$116.42
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	$0.29
NRC - 1st	$2.14
NRC - Add'l	$2.14
Coin Port, per month	$3.04
NRC - 1st	$40.71
NRC - Add'l	$40.71
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 add'l 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	$0.002562
End Office Switching Function, add'l mou (5)	NA
End Office Interoffice Trunk Port—Shared, per mou	NA
Unbundled Tandem Switching (Port Usage) (Local or Access Tandem)	
Tandem Switching Function per mou	$0.001096
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.)	$0.001096
UNBUNDLED TRANSPORT	
Common (Shared) Transport	
Common (Shared) Transport per mile per mou	$0.0000049
Common (Shared) Transport Facilities Termination per mou	$0.000426
Common (Shared) Transport Trunk Installation, per trunk, NRC	BST State Access Tariff
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	$0.45
Interoffice Transport - Dedicated - DS1 - facilities termination per month	$55.05
NRC - 1st	$298.18
NRC - Add'l	$231.23
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	$9.50
Interoffice Transport - Dedicated - DS3 - facilities termination per month	$1,013.00
NRC - 1st	$806.00
NRC - Add'l	588.00
Digital Cross Connects (3/3, 3/1, 1/0)	NA
Unbundled Exchange Access IOC	
0-8 Miles, Fixed per month	$16.14
Per mile per month	$0.0301
NRC 1st	$181.93
NRC Add'l	$75.56
9-25 Miles, Fixed per month	$17.18
Per mile per month	$0.0726
NRC 1st	$181.93
NRC Add'l	$75.56
Over 25 Miles, Fixed per month	$18.41
Per mile per month	$0.0831
NRC 1st	$181.93
NRC Add'l	$75.56
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	$0.002562
Tandem Interconnection/Switching, per mou	$0.001096

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	NA
Combined Tandem Switch Interconnection	NA
Multi-tandem Interconnection	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.)	$0.001096
800 ACCESS TEN DIGIT SCREENING SERVICE	
800 Access Ten Digit Screening (all types), per call (6)	NA
800 Access Ten Digit Screening Svc. W/800 No. Delivery, per query	$0.0010
800 Access Ten Digit Screening Svc. W/800 No. Delivery, for 800 Numbers, w/Optional Complex Features, per query	$0.0011
800 Access Ten Digit Screening Svc. W/POTS No. Delivery, per query	$0.0010
800 Access Ten Digit Screening Svc. W/POTS No. Delivery, w/Optional Complex Features, per query	$0.0011
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	$10.05
Reservation Charge per 800 number reserved--NRC - Add'l	$1.19
Per 800 # Established w/o POTS (w/800 No.) Translations	
NRC - 1st	$30.59
NRC - Add'l	$3.22
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
Per 800 # Established with POTS Translations	
NRC - 1st	$30.59
NRC - Add'l	$3.22
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
Customized Area of Service per 800 Number	
NRC - 1st	$6.97
NRC - Add'l	$3.49
Multiple Inter LATA Carrier Routing per Carrier Requested per 800 #	
NRC - 1st	$8.16
NRC - Add'l	$4.67
Change Charge per request	
NRC - 1st	$11.24
NRC - Add'l	$1.19
Call Handling and Destination Features - NRC	$6.97
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	$0.00006
LIDB Validation per query	$0.00938
LIDB Validation per message	NA
LIDB Originating Point Code Establishment or Change - NRC	$107.60
LIDB - Incremental Cost - Manual Svc Order - NRC	NA
CCS7 SIGNALING TRANSPORT SERVICE	
CCS7 Signaling Connection, per link (A link) per month	$16.31
NRC	$354.95
NRC - Disconnect	NA
CCS7 Signaling Connection, per link (B link) (also known as D link) per month	$16.31
NRC	$354.95
NRC - Disconnect	NA
CCS7 Signaling Termination, per STP port per month	$174.08
CCS7 Signaling Usage, per ISUP message	$0.000037893
CCS7 Signaling Usage, per TCAP message	$0.000102042
CCS7 Signaling Usage Surrogate, per link per LATA per mo (7)	$329.98
CCS7 Signaling - Incremental Cost - Manual Svc Order	
NRC	NA
NRC - Disconnect	NA
OPERATIONAL SUPPORT SYSTEMS	
OSS Interactive Ordering and Trouble Maint, Estab, per user per month	$50.00
NRC	$100.00
OSS OLEC Daily Usage File: Recording, per message	$0.0008611
OSS OLEC Daily Usage File: Message Distribution, per message	$0.0032357
OSS Access Daily Usage File: Message Distribution, per message	$0.004
OSS OLEC Daily Usage File: Message Distribution, per magnetic tape provisioned	$55.68
OSS Access Daily Usage File: Message Distribution, per magnetic tape provisioned	$54.95
OSS OLEC Daily Usage File: Data Transmission (CONNECT:DIRECT), per message	$0.0000365
OSS Access Daily Usage File: Data Transmission (CONNECT:DIRECT), per message	$0.001
OSS Order charge, per electronic order, per end user account	$10.89
Surcharge for manually placed orders, per end user account	$22.00
OPERATOR CALL PROCESSING	
Oper. Provided Call Handling per min - Using BST LIDB	$1.6016
Call Completion Access Termination Charge per call attempt	NA
Oper. Provided Call Handling per min - Using Foreign LIDB	$1.6249
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	$0.0856
Fully Automated Call Handling per call - Using Foreign LIDB	$0.1071
INWARD OPERATOR SERVICES	
Verification, per minute	NA
Verification and Emergency Interrupt, per minute	NA
Verification, per call	$1.00

Verification and Emergency Interrupt, per call	$1.111
DIRECTORY ASSISTANCE SERVICES	
Directory Assist Call Completion Access Svc (DACC), per call attempt	$0.058
Call Completion Access Term charge per completed call	NA
Number Services Intercept per query	$0.0086
Number Services Intercept per Intercept Query Update	$0.0055
Directory Assistance Access Service Calls, per call	$0.3136
Recording cost per announcement	$1,664.89
Loading cost per audio unit	$244.04
Directory Transport	
Directory Transport - Local Channel DS1, per month	$36.32
NRC - 1st	$637.46
NRC - Add'l	$546.94
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	$0.45
Directory Transport - Dedicated DS1 Level Interoffice per facility termination per mo	$55.05
NRC - 1st	$298.18
NRC - Add'l	$231.18
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	$0.000175
Switched Common Transport per DA Access Service per call per mile	$0.000004
Access Tandem Switching per DA Access Service per call	$0.000783
DA Interconnection, per DA Access Service Call	NA
Directory Transport-Installation NRC, per trunk or signaling connection	
NRC - 1st	$501.98
NRC - Add'l	$13.32
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
Directory Assistance Database Service (DADS)	
Directory Assistance Database Service cost per listing	$0.0193
Directory Assistance Database Service, per month	$120.76
Direct Access to Directory Assistance (DADAS)	
Direct Access to Directory Assistance Service, per month	$7,235.01
Direct Access to Directory Assistance Service, per query	$0.0052
Direct Access to Directory Assistance Service, svc estab chg-NRC	$1,186.94
Direct Access to Directory Assistance Service, svc estab chg-NRC-Disct	NA
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - 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 PROVIDER NUMBER PORTABILITY - 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	
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
ACCESS TO POLES, DUCTS, CONDUITS & RIGHTS OF WAY (8)	
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	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	NA
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
CALLING NAME (CNAM) QUERY SERVICE - DATABASE OWNER	
CNAM, Per Query	NA
DARK FIBER	
Per each four-fiber dry fiber arrangement, NRC 1st	$1,808.19
Per each four-fiber dry fiber arrangement, NRC Add'l	$922.95
Per each fiber strand per route mile or fraction thereof, per month	$241.00

SELECTIVE ROUTING	
Per Line or PBX Trunk, each	NA
Per Line or PBX Trunk, NRC	$10.00 (Interim Rate)

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) 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.

Attachment 11
Exhibit 5

Louisiana

LOUISIANA

PRICING

1. **General Principles**

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

2. **Local Service Resale**

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

Residential Service	20.72%
Business Service:	20.72%

3. **Unbundled Network Elements**

The prices that ACI 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 ACI 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). ACI may file a complaint with the appropriate regulatory authority if it believes the rates provided by BellSouth are not consistent with 47 U.S.C. Section 224(d).

6. **Recorded Usage Data**

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

7. **Electronic Interfaces**

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

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

OPERATIONAL SUPPORT SYSTEMS (OSS) RATES				
	Interactive Ordering and Trouble Maintenance System		OSS Order Charge (per end user account)	
	Non-Recurring Establishment Charge	Recurring Charge, per month	Charge per order	Surcharge for manually placed orders
LOUISIANA	$100.00	$50.00	$9.16	$22.00[1] Note[2]

[1] Applies to Resale only.
[2] Applies to UNEs - Incremental cost for manual service order vs. electronic is assessed on an elemental basis as set forth in Table 1.

TABLE 1

BELLSOUTH/ACI RATES - LOUISIANA
LOCAL INTERCONNECTION AND UNBUNDLED NETWORK ELEMENTS

NIDs	
NRC - NID per 2-Wire Loops--Manual Svc Order--1st	$18.14
NRC - NID per 2-Wire Loops--Manual Svc Order--Add'l	$8.06
NRC - NID per 2-Wire Loops--Manual Svc Order--Disconnect	$11.41
NRC - NID per 4-Wire Loops--Manual Svc Order--1st	$18.14
NRC - NID per 4-Wire Loops--Manual Svc Order--Add'l	$8.06
NRC - NID per 4-Wire Loops--Manual Svc Order--Disconnect	$11.41
NID (all types), per month	NA
NID per 2-Wire Analog VG Loop, Per Month	$1.09
NRC - 1st	$2.02
NRC - Add'l	$2.02
NRC - Disconnect Chg - 1st	$2.01
NRC - Disconnect Chg - Add'l	$2.01
NID per 4-Wire Analog VG Loop, Per Month	$1.22
NRC - 1st	$2.02
NRC - Add'l	$2.02
NRC - Disconnect Chg - 1st	$2.01
NRC - Disconnect Chg - Add'l	$2.01
NID per 2-Wire ISDN Digital VG Loop, Per Month	$1.08
NRC - 1st	$2.02
NRC - Add'l	$2.02
NRC - Disconnect Chg - 1st	$2.01
NRC - Disconnect Chg - Add'l	$2.01
NID per 2-Wire Asymmetrical Dig Subscriber Line (ADSL) Loop, Per Mo.	$1.09
NRC - 1st	$2.02
NRC - Add'l	$2.02
NRC - Disconnect Chg - 1st	$2.01
NRC - Disconnect Chg - Add'l	$2.01
NID per 2-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop	$1.09
NRC - 1st	$2.02
NRC - Add'l	$2.02
NRC - Disconnect Chg - 1st	$2.01
NRC - Disconnect Chg - Add'l	$2.01
NID per 4-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop	$1.21
NRC - 1st	$2.02
NRC - Add'l	$2.02
NRC - Disconnect Chg - 1st	$2.01
NRC - Disconnect Chg - Add'l	$2.01
NID per 4-Wire 56 or 64 Kbps Dig Grade Loop	$1.21
NRC - 1st	$2.02
NRC - Add'l	$2.02
NRC - Disconnect Chg - 1st	$2.01
NRC - Disconnect Chg - Add'l	$2.01
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	$18.14
NRC - 2-Wire Loops—Incremental Cost—Manual Svc Order--Add'l	$8.06
NRC - 2-Wire Loops—Incremental Cost—Manual Svc Order—Disconnect	$11.41
NRC - 4-Wire Loops (Exclud DS1)—Incremental Cost--Manual Svc Order--1st	$18.14
NRC - 4-Wire Loops (Exclud DS1)—Incremental Cost--Manual Svc Order--Add'l	$8.06
NRC - 4-Wire Loops (Exclud DS1)—Incremental Cost--Manual Svc Order—Disconnect	$11.41
2-Wire Analog VG Loop, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire Analog VG Loop-SL1, per month	$19.35
NRC - 1st	$40.69
NRC - Add'l	$29.96
NRC - Disconnect Chg - 1st	$11.48
NRC - Disconnect Chg - Add'l	$3.36
NRC - Order Coordination for Specified Conversion Time	$32.77
2-Wire Analog VG Loop-SL1-Manual Order Coord	
NRC - 1st	$34.90
NRC - Add'l	$34.90
NRC - Disconnect Chg - 1st	$8.77
NRC - Disconnect Chg - Add'l	$8.77
2-Wire Analog VG Loop-SL2, per month	$22.84
NRC - 1st	$99.69
NRC - Add'l	$74.73
NRC - Disconnect Chg - 1st	$28.73
NRC - Disconnect Chg - Add'l	$18.87
NRC - Order Coordination for Specified Conversion Time	$32.77
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	$31.52
NRC - 1st	$198.10
NRC - Add'l	$163.26
NRC - Disconnect Chg - 1st	$74.27
NRC - Disconnect Chg - Add'l	$39.44
NRC - Order Coordination for Specified Conversion Time	$32.77
4-Wire Analog VG Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire ISDN Digital Grade Loop, per month	$27.36
NRC - 1st	$223.27
NRC - Add'l	$172.63
NRC - Disconnect Chg - 1st	$74.27
NRC - Disconnect Chg - Add'l	$39.44
NRC - Order Coordination for Specified Conversion Time	$32.77
2-Wire 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	$15.39
NRC - 1st	$343.13
NRC - Add'l	$310.03
NRC - Disconnect Chg - 1st	$72.54
NRC - Disconnect Chg - Add'l	$39.42
NRC - Order Coordination for Specified Conversion Time	$32.77
2-Wire 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	$11.61
NRC - 1st	$343.13
NRC - Add'l	$310.03
NRC - Disconnect Chg - 1st	$72.54
NRC - Disconnect Chg - Add'l	$39.42
NRC - Order Coordination for Specified Conversion Time	$32.77
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	$16.39
NRC - 1st	$361.45
NRC - Add'l	$328.35
NRC - Disconnect Chg - 1st	$72.54
NRC - Disconnect Chg - Add'l	$39.41
NRC - Order Coordination for Specified Conversion Time	$32.77
4-Wire HDSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire DS1 Digital Loop, per month	$72.86

NRC - 1st	$410.38
NRC - Add'l	$255.48
NRC - Disconnect Chg - 1st	$92.35
NRC - Disconnect Chg - Add'l	$38.44
NRC - Incremental Cost--Manual Svc Order-1st	$18.14
NRC - Incremental Cost--Manual Svc Order-Addl	$8.06
NRC - Incremental Cost--Manual Svc Order-Disconnect	$11.41
NRC - Order Coordination for Specified Conversion Time	$33.05
4-Wire 56 or 64 Kbps Dig Grade Loop, per month	$35.58
NRC - 1st	$333.28
NRC - Add'l	$230.50
NRC - Disconnect Chg - 1st	$87.99
NRC - Disconnect Chg - Add'l	$44.24
NRC - Order Coordination for Specified Conversion Time	$32.77
Unbundled Loops via IDLC	NA
SUB-LOOPS	
Sub-Loop 2-Wire Analog	
Loop Feeder per 2-Wire Analog VG Loop, per month	$9.90
NRC - 1st	$197.61
NRC - Add'l	$162.77
NRC - Disconnect Chg - 1st	$74.27
NRC - Disconnect Chg - Add'l	$39.44
NRC - Order Coordination for Specified Conversion Time	$32.77
Loop Distribution per 2-Wire Analog VG Loop (Including NID), per month	$12.29
NRC - 1st	$197.76
NRC - Add'l	$163.60
NRC - Disconnect Chg - 1st	$71.20
NRC - Disconnect Chg - Add'l	$37.03
NRC - Order Coordination for Specified Conversion Time	$32.77
Loop Distribution per 2-Wire Analog VG Loop (Excluding NID), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
Unbundled Network Terminating Wire	BFR
Loop Concentration - Channelization Sys (Outside CO), per month	$402.00
NRC - 1st	$618.57
NRC - Add'l	$270.40
NRC - Disconnect Chg - 1st	$198.30
NRC - Disconnect Chg - Add'l	$48.24
NRC - Incremental Cost--Manual Svc Order - 1st	$18.14
NRC - Incremental Cost--Manual Svc Order - Add'l	$8.06
NRC - Incremental Cost--Manual Svc Order - Disconnect	$11.41
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	$1.02
NRC - 1st	$8.99
NRC - Add'l	$8.97
NRC - Disconnect Chg - 1st	$4.49
NRC - Disconnect Chg - Add'l	$4.48
Loop Channelization System (Inside C.O.)	

Loop Channelization Sys-Dig Loop Carrier per Mo. (DS1 to VG), per month	$301.68
NRC - 1st	$292.90
NRC - Add'l	$72.38
NRC - Disconnect Chg - 1st	$5.30
NRC - Disconnect Chg - Add'l	------
NRC - Incremental Cost--Manual Svc Order - 1st	$18.14
NRC - Incremental Cost--Manual Svc Order - Add'l	$8.06
NRC - Incremental Cost--Manual Svc Order - Disconnect	$11.41
CO Channel Interface-2-Wire VG Per Circuit, Per Month	$1.08
NRC - 1st	$19.97
NRC - Add'l	$19.84
NRC - Disconnect Chg - 1st	$8.26
NRC - Disconnect Chg - Add'l	$8.21
UNBUNDLED LOCAL EXCHANGE SWITCHING (PORTS)	
2-Wire Analog Line Port (Res., Bus.), per month	$2.20
NRC - 1st (all types)	$16.43
NRC - Add'l (all types)	$16.43
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	$4.38
NRC - Disconnect Chg - Add'l	$4.38
NRC - Incremental Cost--Manual Svc Order - 1st	$18.14
NRC - Incremental Cost--Manual Svc Order - Add'l	$8.06
NRC - Incremental Cost--Manual Svc Order - Disconnect	$10.39
4-Wire Analog VG Port, per month	$10.13
NRC - 1st	$16.43
NRC - Add'l	$16.43
NRC - Disconnect Chg - 1st	$3.77
NRC - Disconnect Chg - Add'l	$3.77
NRC - Incremental Cost--Manual Svc Order - 1st	$18.14
NRC - Incremental Cost--Manual Svc Order - Add'l	$8.06
NRC - Incremental Cost--Manual Svc Order - Disconnect	$8.94
2-Wire DID Port, per month	$13.12
NRC - 1st	$59.28
NRC - Add'l	$59.28
NRC - Disconnect Chg - 1st	$9.20
NRC - Disconnect Chg - Add'l	$9.20
NRC - Incremental Cost--Manual Svc Order - 1st	$18.14
NRC - Incremental Cost--Manual Svc Order - Add'l	$8.06
NRC - Incremental Cost--Manual Svc Order - Disconnect	$10.39
4-Wire DID Port, per month	$149.27
NRC - 1st	$85.63
NRC - Add'l	$50.23
NRC - Disconnect Chg - 1st	$8.82
NRC - Disconnect Chg - Add'l	$8.83
NRC - Incremental Cost--Manual Svc Order - 1st	$18.14
NRC - Incremental Cost--Manual Svc Order - Add'l	$8.06
NRC - Incremental Cost--Manual Svc Order - Disconnect	$10.39
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	$23.33
NRC - 1st	$45.35
NRC - Add'l	$45.35
NRC - Disconnect Chg - 1st	$4.31
NRC - Disconnect Chg - Add'l	$4.31
NRC - Incremental Cost--Manual Svc Order - 1st	$38.29
NRC - Incremental Cost--Manual Svc Order - Add'l	$38.29
NRC - Incremental Cost--Manual Svc Order-Disconnect 1st	$6.65
NRC - Incremental Cost--Manual Svc Order-Disconnect Addl	$6.65
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	$194.72
NRC - 1st	$181.89
NRC - Add'l	$181.89
NRC - Disconnect Chg - 1st	$27.11
NRC - Disconnect Chg - Add'l	$27.11
NRC - Incremental Cost--Manual Svc Order - 1st	$33.18
NRC - Incremental Cost--Manual Svc Order - Add'l	$33.18
NRC - Incremental Cost--Manual Svc Order-Disconnect 1st	$7.73
NRC - Incremental Cost--Manual Svc Order-Disconnect Addl	$7.73
2-Wire Analog Line Port (PBX), per month	$2.20
NRC - 1st	$16.43
NRC - Add'l	$16.43
NRC - Disconnect Chg - 1st	$3.77
NRC - Disconnect Chg - Add'l	$3.77
NRC - Incremental Cost--Manual Svc Order - 1st	$18.14
NRC - Incremental Cost--Manual Svc Order - Add'l	$8.06
NRC - Incremental Cost--Manual Svc Order-Disconnect	$8.94
2-Wire Analog Hunting, per line per month	NA
NRC - 1st	NA
NRC - Add'l	NA
Coin Port, per month	$2.50
NRC - 1st	$16.43
NRC - Add'l	$16.43
NRC - Disconnect Chg - 1st	$4.15
NRC - Disconnect Chg - Add'l	$4.15
NRC - Incremental Cost--Manual Svc Order - 1st	$18.14
NRC - Incremental Cost--Manual Svc Order - Add'l	$8.06
NRC - Incremental Cost--Manual Svc Order-Disconnect	$9.86
Vertical Features	
Local Switching Features offered with Port, Per month	$8.28
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	$0.0021
End Office Switching Function, add'l mou (5)	NA

End Office Interoffice Trunk Port—Shared, per mou	$0.0002
Unbundled Tandem Switching (Port Usage) (Local or Access Tandem)	
Tandem Switching Function per mou	$0.0008
Tandem Interoffice Trunk Port--Shared per mou	$0.0003
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	$0.0000083
Common (Shared) Transport Facilities Termination per mou	$0.00047
Common (Shared) Transport Trunk Installation, per trunk, NRC	BST State Access Tariff
Interoffice Transport - Dedicated - VG	
Interoffice Transport - Dedicated - 2-Wire VG - per mile	$0.0384
Interoffice Transport - Dedicated - 2-Wire VG - facilities termination per month	$19.10
NRC - 1st	$76.20
NRC - Add'l	$34.54
NRC - Disconnect Chg - 1st	$28.03
NRC - Disconnect Chg - Add'l	$5.37
NRC - Incremental Cost--Manual Svc Order - 1st	$18.14
NRC - Incremental Cost--Manual Svc Order - Add'l	$18.14
NRC - Incremental Cost--Manual Svc Order-Disconnect--1st	$8.06
NRC - Incremental Cost--Manual Svc Order-Disconnect--Addl	$8.06
Interoffice Transport - Dedicated - DS0 - 56/64 KBPS	
Interoffice Transport - Dedicated - DS0 - per mile per month	$0.0384
Interoffice Transport - Dedicated - DS0 - facilities termination per month	$18.37
NRC - 1st	$76.20
NRC - Add'l	$34.54
NRC - Disconnect Chg - 1st	$28.03
NRC - Disconnect Chg - Add'l	$5.37
NRC - Incremental Cost--Manual Svc Order - 1st	$18.14
NRC - Incremental Cost--Manual Svc Order - Add'l	$18.14
NRC - Incremental Cost--Manual Svc Order-Disconnect--1st	$8.06
NRC - Incremental Cost--Manual Svc Order-Disconnect--Addl	$8.06
Interoffice Transport - Dedicated - DS1	
Interoffice Transport - Dedicated - DS1 - per mile per month	$0.7831
Interoffice Transport - Dedicated - DS1 - facilities termination per month	$93.40
NRC - 1st	$140.49
NRC - Add'l	$106.69
NRC - Disconnect Chg - 1st	$20.00
NRC - Disconnect Chg - Add'l	$16.34
NRC - Incremental Cost--Manual Svc Order - 1st	$18.14
NRC - Incremental Cost--Manual Svc Order - Add'l	$18.14
NRC - Incremental Cost--Manual Svc Order-Disconnect--1st	$8.06
NRC - Incremental Cost--Manual Svc Order-Disconnect--Addl	$8.06
Interoffice Transport - Dedicated - DS3	
Interoffice Transport - Dedicated - DS3 - per mile per month	$17.02
Interoffice Transport - Dedicated - DS3 - facilities termination per month	$907.79
NRC - 1st	$806.00
NRC - Add'l	$588.00
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	$14.94
NRC - 1st	$347.49
NRC - Add'l	$59.75
NRC - Disconnect Chg - 1st	$53.68
NRC - Disconnect Chg - Add'l	$6.60
NRC - Incremental Cost--Manual Svc Order - 1st	$18.14
NRC - Incremental Cost--Manual Svc Order - Add'l	$8.06
NRC - Incremental Cost--Manual Svc Order-Disconnect	$11.40
Local Channel - Dedicated - 4-Wire VG	$16.21
NRC - 1st	$352.75
NRC - Add'l	$61.33
NRC - Disconnect Chg - 1st	$54.36
NRC - Disconnect Chg - Add'l	$7.28
NRC - Incremental Cost--Manual Svc Order - 1st	$18.14
NRC - Incremental Cost--Manual Svc Order - Add'l	$8.06
NRC - Incremental Cost--Manual Svc Order-Disconnect	$11.40
Local Channel - Dedicated - DS1	$43.80
NRC - 1st	$348.56
NRC - Add'l	$300.30
NRC - Disconnect Chg - 1st	$24.15
NRC - Disconnect Chg - Add'l	$21.31
NRC - Incremental Cost--Manual Svc Order	$42.34
NRC - Incremental Cost--Manual Svc Order-Disconnect	$19.48
VIRTUAL COLLOCATION	
Virtual Collocation	Tariff Rates
LOCAL USAGE	
Intraoffice per mou	$0.00209
Interoffice per mou (assumes 5 miles of transport)	$0.00538
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	
End Office Interconnection/Switching, per mou	$0.00209
Tandem Interconnection/Switching, per mou	NA
Tandem Interconnection (assumes 5 miles of transport per mou)	$0.00430
Transport	Network element prices for shared/common and dedicated transport apply as appropriate.
Tandem Switch + Transport	NA

Combined Tandem Switch Interconnection	NA
Multi-tandem Interconnection	variable
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
800 ACCESS TEN DIGIT SCREENING SERVICE	
800 Access Ten Digit Screening (all types), per call (6)	$0.0005305
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	$6.29
Reservation Charge per 800 number reserved--NRC - Add'l	$0.73
Per 800 # Established w/o POTS (w/800 No.) Translations	
NRC - 1st	$12.27
NRC - Add'l	$1.39
NRC - Disconnect Chg - 1st	$8.30
NRC - Disconnect Chg - Add'l	$0.73
Per 800 # Established with POTS Translations	
NRC - 1st	$12.27
NRC - Add'l	$1.39
NRC - Disconnect Chg - 1st	$8.30
NRC - Disconnect Chg - Add'l	$0.73
Customized Area of Service per 800 Number	
NRC - 1st	$4.27
NRC - Add'l	$2.14
Multiple Inter LATA Carrier Routing per Carrier Requested per 800 #	
NRC - 1st	$5.00
NRC - Add'l	$2.86
Change Charge per request	
NRC - 1st	$7.01
NRC - Add'l	$0.73
Call Handling and Destination Features - NRC	$4.27
Reserv Chg per 800 # Reserved - Incrm Cost-Manual Svc Order	$18.14
Per 800 # Est'd w/o POTS Transl-Incrm Cost-Manual Svc Order	
NRC	$18.14
NRC - Disconnect Chg	$11.40
Per 800 # Est'd with POTS Transl-Incrm Cost Manual Svc Order	
NRC	$18.14
NRC - Disconnect Chg	$11.40
Chng Chrg/Request-Incrm Cost-Manual Svc Order-NRC	$18.14
LINE INFORMATION DATABASE ACCESS (LIDB)	
LIDB Common Transport per query	$0.0000418
LIDB Validation per query	$0.0103774
LIDB Validation per message	NA

LIDB Originating Point Code Establishment or Change - NRC	$48.17
LIDB - Incremental Cost - Manual Svc Order - NRC	$18.14
CCS7 SIGNALING TRANSPORT SERVICE	
CCS7 Signaling Connection, per link (A link) per month	$19.48
NRC	$126.34
NRC - Disconnect	$101.10
CCS7 Signaling Connection, per link (B link) (also known as D link) per month	$19.48
NRC	$126.34
NRC - Disconnect	$101.10
CCS7 Signaling Termination, per STP port per month	$161.99
CCS7 Signaling Usage, per ISUP message	$0.0000430
CCS7 Signaling Usage, per TCAP message	$0.0001052
CCS7 Signaling Usage Surrogate, per link per LATA per mo (7)	$406.71
CCS7 Signaling - Incremental Cost - Manual Svc Order	
NRC	$18.14
NRC - Disconnect	$11.40
OPERATIONAL SUPPORT SYSTEMS	
OSS Interactive Ordering and Trouble Maint, Estab, per user per month	$50.00
NRC	$100.00
OSS OLEC Daily Usage File: Recording, per message	$0.00019
OSS OLEC Daily Usage File: Message Processing, per message	$0.00240
OSS Access Daily Usage File: Message Processing, per message	$0.004
OSS OLEC Daily Usage File: Message Distribution, per magnetic tape provisioned	$47.30
OSS Access Daily Usage File: Message Distribution, per magnetic tape provisioned	$54.95
OSS OLEC Daily Usage File: Data Transmission (CONNECT:DIRECT), per message	$0.00003
OSS Access Daily Usage File: Data Transmission (CONNECT:DIRECT), per message	$0.001
OSS Order charge, per electronic order, per end user account	$9.16
Surcharge for manually placed orders, per end user account	See applicable rate element.
OPERATOR CALL PROCESSING	
Oper. Provided Call Handling per min - Using BST LIDB	$0.91
Call Completion Access Termination Charge per call attempt	NA
Oper. Provided Call Handling per min - Using Foreign LIDB	$0.96
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	$0.12
INWARD OPERATOR SERVICES	
Verification, per minute	$0.86
Verification and Emergency Interrupt, per minute	$0.86
Verification, per call	NA
Verification and Emergency Interrupt, per call	NA
DIRECTORY ASSISTANCE SERVICES	
Directory Assist Call Completion Access Svc (DACC), per call attempt	$0.04
Call Completion Access Term charge per completed call	NA
Number Services Intercept per query	$0.02
Number Services Intercept per Intercept Query Update	NA
Directory Assistance Access Service Calls, per call	$0.20

Recording cost per announcement	NA
Loading cost per audio unit	NA
Directory Transport	
Directory Transport - Local Channel DS1, per month	$43.83
NRC - 1st	$339.69
NRC - Add'l	$298.29
NRC - Disconnect Chg - 1st	$33.02
NRC - Disconnect Chg - Add'l	$23.32
NRC - Incremental Cost-Manual Svc Order - NRC	$42.34
NRC - Incremental Cost-Manual Svc Order - NRC-Disconnect	$19.48
Directory Transport - Dedicated DS1 Level Interoffice per mile per mo	$0.78
Directory Transport - Dedicated DS1 Level Interoffice per facility termination per mo	$93.40
NRC - 1st	$140.49
NRC - Add'l	$106.69
NRC - Disconnect Chg - 1st	$20.00
NRC - Disconnect Chg - Add'l	$16.34
NRC - Incremental Cost-Manual Svc Order - NRC-1st	$18.14
NRC - Incremental Cost-Manual Svc Order - NRC-Add'l	$18.14
NRC - Incremental Cost-Manual Svc Order - NRC-Disconnect-1st	$8.06
NRC - Incremental Cost-Manual Svc Order - NRC-Disconnect-Add'l	$8.06
Switched Common Transport per DA Access Service per call	$0.0003274
Switched Common Transport per DA Access Service per call per mile	$0.0000175
Access Tandem Switching per DA Access Service per call	$0.0025257
DA Interconnection, per DA Access Service Call	NA
Directory Transport-Installation NRC, per trunk or signaling connection	
NRC - 1st	$195.54
NRC - Add'l	$4.23
NRC - Disconnect Chg - 1st	$130.05
NRC - Disconnect Chg - Add'l	$4.23
Directory Assistance Database Service (DADS)	
Directory Assistance Database Service cost per listing	$0.0443
Directory Assistance Database Service, per month	$90.54
Direct Access to Directory Assistance (DADAS)	
Direct Access to Directory Assistance Service, per month	$4,982.00
Direct Access to Directory Assistance Service, per query	$0.0460
Direct Access to Directory Assistance Service, svc estab chg-NRC	$786.82
Direct Access to Directory Assistance Service, svc estab chg-NRC-Disct	$57.23
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - 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)	$2.29
NRC	$0.49
NRC - Disconnect Chg	$0.05
RCF, add'l capacity for simultaneous call forwarding, per additional path	$0.38
RCF, per service order, per location - NRC - 1st	$2.02
RCF, per service order, per location - NRC - Add'l	$2.02
RCF, per service order, per location - NRC - Disconnect - 1st	$2.01
RCF, per service order, per location - NRC - Disconnect - Add'l	$2.01
Svc Provider No. Portability - Incremental Cost-Manual Svc Order	

NRC - 1st	$18.14
NRC - Add'l	$18.14
NRC - Disconnect Chg - 1st	$11.41
NRC - Disconnect Chg - Add'l	$11.41
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - DID	
DID per number ported, Residence - NRC	$0.89
DID per number ported, Residence - NRC - Disconnect	$0.90
DID per number ported, Business - NRC	$0.89
DID per number ported, Business - NRC - Disconnect	$0.90
DID per service order, per location - NRC - 1st	$2.02
DID per service order, per location - NRC - Add'l	$2.02
DID per service order, per location - NRC - Disconnect - 1st	$2.01
DID per service order, per location - NRC - Disconnect - Add'l	$2.01
DID, per trunk termination, Initial	$12.46
DID, per trunk termination, Initial - NRC	$129.69
DID, per trunk termination, Initial - Disconnect	$37.85
DID, per trunk termination, Subsequent	$12.46
DID, per trunk termination, Subsequent - NRC	$37.85
DID, per trunk termination, Subsequent - Disconnect	$18.75
Svc Provider No. Portability - Incremental Cost-Manual Svc Order	
NRC - 1st	$18.14
NRC - Add'l	$18.14
NRC - Disconnect Chg - 1st	$11.41
NRC - Disconnect Chg - Add'l	$11.41
ACCESS TO POLES, DUCTS, CONDUITS & RIGHTS OF WAY	
Access to Poles, per pole, per foot, per year	$4.20
Access to Conduits, per foot, per year	$0.56
Access to Innerduct, per foot, per year	----
AIN	
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	$153.31
AIN SMS Access Svc - Svc Estab per state, initial setup - NRC - Disconnect	$78.06
AIN SMS Access Svc - Port Connection-Dial/Shared Access - NRC	$50.07
AIN SMS Access Svc - Port Connection-Dial/Shared Access - NRC-Disconnect	$18.61
AIN SMS Access Svc - Port Connection - ISDN Access - NRC	$50.07
AIN SMS Access Svc - Port Connection - ISDN Access - NRC - Disconnect	$18.61
AIN SMS Access Svc - User ID Codes - per User ID Code - NRC	$104.95
AIN SMS Access Svc - User ID Codes - per User ID Code - NRC - Disconnect	$48.95
AIN SMS Access Svc - Security Card per User ID Code, initial or replacement-NRC	$125.33
AIN SMS Access Svc - Security Card per User ID Code, initial or replacement-NRC - Disconnect	$24.40
AIN SMS Access Service - Storage, per unit (100 Kb)	$0.0029
AIN SMS Access Service - Session, per minute	$0.10
AIN SMS Access Service - Co. Performed Session, per minute	$1.97

AIN - BellSouth AIN Toolkit Service	
AIN, Service Creation Tools	NA
Service Establishment Charge, per state, initial setup - NRC	$153.25
Service Establishment Charge, per state, initial setup - NRC - Disconnect	$78.05
Training Session, per customer - NRC	$8,315.00
Trigger Access Charge, per trigger, per DN, Term. Attempt - NRC	$41.08
Trigger Access Charge, per trigger, per DN, Term. Attempt - NRC - Disconnect	$18.60
Trigger Access Charge, per trigger per DN, Off-Hook Delay - NRC	$41.08
Trigger Access Charge, per trigger per DN, Off-Hook Delay - NRC - Disconnect	$18.60
Trigger Access Charge, per trigger, per DN, Off-Hook Immediate - NRC	$41.08
Trigger Access Charge, per trigger, per DN, Off-Hook Immediate - Disconnect	$18.60
Trigger Access Charge, per trigger, per DN, 10-Digit PODP - NRC	$92.99
Trigger Access Charge, per trigger, per DN, 10-Digit PODP - Disconnect	$26.73
Trigger Access Charge, per trigger, per DN, CDP - NRC	$92.99
Trigger Access Charge, per trigger, per DN, CDP - Disconnect	$26.73
Trigger Access Charge, per trigger, per DN, Feature Code - NRC	$92.99
Trigger Access Charge, per trigger, per DN, Feature Code - Disconnect	$26.73
Query Charge, per query	$0.03
Type 1 Node Charge, per AIN Toolkit Subscription, per node, per query	$0.0065
SCP Storage Charge, per SMS Access Acct, per 100 Kb	$1.79
Monthly report - per AIN Toolkit Service Subscription	$15.89
Monthly report - per AIN Toolkit Service Subscription - NRC	$34.61
Monthly report - per AIN Toolkit Service Subscription - NRC - Disconnect	$21.97
Special Study - Per AIN Toolkit Service Subscription	$0.08
Special Study - Per AIN Toolkit Service Subscription - NRC	$37.77
Call Event Report - per AIN Toolkit Service Subscription	$15.81
Call Event Report - per AIN Toolkit Service Subscription - NRC	$34.61
Call Event Report - per AIN Toolkit Service Subscription - NRC - Disconnect	$21.97
Call Event special Study - per AIN Toolkit Service Subscription	$0.0026
Call Event special Study - per AIN Toolkit Service Subscription - NRC	$37.77
CALLING NAME (CNAM) QUERY SERVICE - DATABASE OWNER	
CNAM, Per Query	NA
DARK FIBER	
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
SELECTIVE ROUTING	
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) 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 doe not exist.	

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Attachment 11
Exhibit 6

Mississippi

MISSISSIPPI
PRICING

1. **General Principles**

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

2. **Local Service Resale**

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

Residential Service:	15.75%
Business Service:	15.75%

3. **Unbundled Network Elements**

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

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

The prices that ACI 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 Table 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). ACI 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 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**

All costs incurred by BellSouth to implement operational interfaces shall be recovered from the carriers who utilize the services. If there is a disagreement between the Parties regarding cost recovery issues, an affected party may petition the Mississippi Public Service Commission to initiate a separate hearing to address the matter.

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

Certain rates for Operational Support Systems as set forth in Table 1 are subject to modification based upon receipt of a final, non-appealable order by the Mississippi Public Service Commission. In addition to OSS charges, applicable service order and related charges apply per the tariff for resale and per Table 1 of this Attachment 11 for unbundled network elements.

TABLE 1

BELLSOUTH/ACI RATES - MISSISSIPPI
LOCAL INTERCONNECTION AND UNBUNDLED NETWORK ELEMENTS

NIDs	
NRC - NID per 2-Wire Loops--Incremental-Manual Svc Order--1st	NA
NRC - NID per 2-Wire Loops--Incremental-Manual Svc Order--Add'l	NA
NRC - NID per 2-Wire Loops--Incremental-Manual Svc Order--Disconnect	NA
NRC - NID per 4-Wire Loops--Incremental-Manual Svc Order--1st	NA
NRC - NID per 4-Wire Loops--Incremental-Manual Svc Order--Add'l	NA
NRC - NID per 4-Wire Loops--Incremental-Manual Svc Order--Disconnect	NA
NID (all types), per month	NA
Installation of 2-Wire/4-Wire ACI NID, NRC-1st	NA
Installation of 2-Wire/4-Wire ACI NID, NRC-Addl	NA
NID to NID Cross Connect, 2-Wire or 4-Wire, NRC	NA
NID per 2-Wire Analog VG Loop, Per Month	$1.22
NRC - 1st	$2.84
NRC - Add'l	$2.84
NRC - Disconnect Chg - 1st	$2.84
NRC - Disconnect Chg - Add'l	$2.84
NRC – Disconnect – Incremental Charge – Manual SVC Ord	$16.06
NRC - Incremental Charge – Manual Svc Ord – 1st	$25.52
NRC - Incremental Charge – Manual Svc Ord – Add'l	$11.34
NID per 4-Wire Analog VG Loop, Per Month	$1.34
NRC - 1st	$2.84
NRC - Add'l	$2.84
NRC - Disconnect Chg - 1st	$2.84
NRC - Disconnect Chg - Add'l	$2.84
NRC – Disconnect – Incremental Charge – Manual SVC Ord	$16.06
NRC - Incremental Charge – Manual Svc Ord – 1st	$25.52
NRC - Incremental Charge – Manual Svc Ord – Add'l	$11.34
NID per 2-Wire ISDN Digital VG Loop, Per Month	$1.22
NRC - 1st	$2.84
NRC - Add'l	$2.84
NRC - Disconnect Chg - 1st	$2.84
NRC - Disconnect Chg - Add'l	$2.84
NRC – Disconnect – Incremental Charge – Manual SVC Ord	$16.06
NRC - Incremental Charge – Manual Svc Ord – 1st	$25.52
NRC - Incremental Charge – Manual Svc Ord – Add'l	$11.34
NID per 2-Wire Asymmetrical Dig Subscriber Line (ADSL) Loop, Per Mo.	$1.22
NRC - 1st	$2.84
NRC - Add'l	$2.84
NRC - Disconnect Chg - 1st	$2.84
NRC - Disconnect Chg - Add'l	$2.84
NRC – Disconnect – Incremental Charge – Manual SVC Ord	$16.06
NRC - Incremental Charge – Manual Svc Ord – 1st	$25.52
NRC - Incremental Charge – Manual Svc Ord – Add'l	$11.34
NID per 2-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop	$1.22
NRC - 1st	$2.84
NRC - Add'l	$2.84
NRC - Disconnect Chg - 1st	$2.84

NRC - Disconnect Chg - Add'l	$2.84
NRC – Disconnect – Incremental Charge – Manual SVC Ord	$16.06
NRC - Incremental Charge – Manual Svc Ord – 1st	$25.52
NRC - Incremental Charge – Manual Svc Ord – Add'l	$11.34
NID per 4-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop	$1.34
NRC - 1st	$2.84
NRC - Add'l	$2.84
NRC - Disconnect Chg - 1st	$2.84
NRC - Disconnect Chg - Add'l	$2.84
NRC – Disconnect – Incremental Charge – Manual SVC Ord	$16.06
NRC - Incremental Charge – Manual Svc Ord – 1st	$25.52
NRC - Incremental Charge – Manual Svc Ord – Add'l	$11.34
NID per 4-Wire 56 Kbps Dig Grade Loop	$1.34
NRC - 1st	$2.84
NRC - Add'l	$2.84
NRC – Disconnect Chg - 1st	$2.84
NRC – Disconnect Chg - Add'l	$16.06
NRC – Disconnect – Incremental Charge – Manual SVC Ord	$25.52
NRC – Incremental Charge – Manual Svc Ord – 1st	$11.34
NRC – Incremental Charge – Manual Svc Ord – Add'l	$1.34
NID per 4-Wire 64 Kbps Dig Grade Loop	$2.84
NRC - 1st	$2.84
NRC - Add'l	$2.84
NRC - Disconnect Chg - 1st	$2.84
NRC - Disconnect Chg - Add'l	$16.06
NRC – Disconnect – Incremental Charge – Manual SVC Ord	$25.52
NRC - Incremental Charge – Manual Svc Ord – 1st	$11.34
NRC - Incremental Charge – Manual Svc Ord – Add'l	$5.00
Nonrecurring Charge - customer transfer, feature additions, changes (1)	
LOOP, EXCLUDING NID	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 (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	
2-Wire Analog VG Loop, per month	NA
NRC - 1st	NA
NRC - Add'l	NA

2-Wire Analog VG Loop-SL1, per month	$21.26
NRC - 1st	$59.25
NRC - Add'l	$43.67
NRC - Incremental Charge--Manual Service Order—1st	$25.52
NRC - Incremental Charge--Manual Service Order—Add'l	$11.34
NRC - Incremental Charge—Manual Svc Order—Disconnect	$16.06
NRC - Disconnect Chg - 1st	$16.35
NRC - Disconnect Chg - Add'l	$4.60
NRC - Order Coordination for Specified Conversion Time	$45.27
2-Wire Analog VG Loop-SL1-Manual Order Coord	
NRC - 1st	$50.29
NRC - Add'l	$50.29
NRC - Disconnect Chg - 1st	$12.64
NRC - Disconnect Chg - Add'l	$12.64
2-Wire Analog VG Loop-SL2, per month	$25.05
NRC - 1st	$144.01
NRC - Add'l	$107.70
NRC - Incremental Charge--Manual Service Order—1st	$25.52
NRC - Incremental Charge--Manual Service Order—Add'l	$11.34
NRC - Incremental Charge—Manual Svc Order—Disconnect	$16.06
NRC - Disconnect Chg - 1st	$40.98
NRC - Disconnect Chg - Add'l	$26.95
NRC - Order Coordination for Specified Conversion Time	$45.27
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	$30.55
NRC - 1st	$289.06
NRC - Add'l	$238.19
NRC - Incremental Charge--Manual Service Order—1st	$25.52
NRC - Incremental Charge--Manual Service Order—Add'l	$11.34
NRC - Incremental Charge—Manual Svc Order—Disconnect	$16.06
NRC - Disconnect Chg - 1st	$108.14
NRC - Disconnect Chg - Add'l	$57.28
NRC - Order Coordination for Specified Conversion Time	$45.27
4-Wire Analog VG Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire ISDN Digital Grade Loop, per month	$29.83
NRC - 1st	$326.38
NRC - Add'l	$252.00
NRC - Incremental Charge--Manual Service Order—1st	$25.52
NRC - Incremental Charge--Manual Service Order—Add'l	$11.34
NRC - Incremental Charge—Manual Svc Order—Disconnect	$16.06
NRC - Disconnect Chg - 1st	$108.14
NRC - Disconnect Chg - Add'l	$57.27
NRC - Order Coordination for Specified Conversion Time	$45.27
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	$14.83
NRC - 1st	$504.82

NRC - Add'l	$456.24
NRC - Incremental Charge--Manual Service Order—1st	$25.52
NRC - Incremental Charge--Manual Service Order—Add'l	$11.34
NRC - Incremental Charge—Manual Svc Order—Disconnect	$16.06
NRC - Disconnect Chg - 1st	$105.86
NRC - Disconnect Chg - Add'l	$57.25
NRC - Order Coordination for Specified Conversion Time	$45.27
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	$11.60
NRC - 1st	$504.82
NRC - Add'l	$456.24
NRC - Incremental Charge--Manual Service Order—1st	$25.52
NRC - Incremental Charge--Manual Service Order—Add'l	$11.34
NRC - Incremental Charge—Manual Svc Order—Disconnect	$16.06
NRC - Disconnect Chg - 1st	$105.86
NRC - Disconnect Chg - Add'l	$57.25
NRC - Order Coordination for Specified Conversion Time	$45.27
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	$14.14
NRC - 1st	$531.21
NRC - Add'l	$482.63
NRC - Incremental Charge--Manual Service Order—1st	$25.52
NRC - Incremental Charge--Manual Service Order—Add'l	$11.34
NRC - Incremental Charge—Manual Svc Order—Disconnect	$16.06
NRC - Disconnect Chg - 1st	$105.86
NRC - Disconnect Chg - Add'l	$57.25
NRC - Order Coordination for Specified Conversion Time	$45.27
4-Wire HDSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire DS1 Digital Loop, per month	$69.59
NRC - 1st	$599.09
NRC - Add'l	$373.90
NRC - Disconnect Chg - 1st	$133.53
NRC - Disconnect Chg - Add'l	$56.25
NRC - Incremental Charge--Manual Svc Order-1st	$25.52
NRC - Incremental Charge--Manual Svc Order-Add'l	$11.34
NRC - Incremental Charge--Manual Svc Order-Disconnect	$16.06
NRC - Order Coordination for Specified Conversion Time	$48.17
4-Wire 56 Kbps Dig Grade Loop, per month	$34.95
NRC - 1st	$489.00
NRC - Add'l	$337.93
NRC - Incremental Charge--Manual Service Order—1st	$25.52
NRC - Incremental Charge--Manual Service Order—Add'l	$11.34
NRC - Incremental Charge—Manual Svc Order—Disconnect	$16.06
NRC - Disconnect Chg - 1st	$128.36
NRC - Disconnect Chg - Add'l	$64.35
NRC - Order Coordination for Specified Conversion Time	$45.27

4-Wire 64 Kbps Dig Grade Loop, per month	$34.95
NRC - 1st	$489.00
NRC - Add'l	$337.93
NRC - Incremental Charge--Manual Service Order—1st	$25.52
NRC - Incremental Charge--Manual Service Order—Add'l	$11.34
NRC - Incremental Charge—Manual Svc Order—Disconnect	$16.06
NRC - Disconnect Chg - 1st	$128.36
NRC - Disconnect Chg - Add'l	$64.35
NRC - Order Coordination for Specified Conversion Time	$45.27
Unbundled Loops via IDLC	NA
SUB-LOOPS	
Sub-Loop 2-Wire Analog	NA
Loop Feeder per 2-Wire Analog VG Loop, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
Loop Distribution per 2-Wire Analog VG Loop (Including NID), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
Loop Distribution per 2-Wire Analog VG Loop (Excluding NID), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
Loop Distribution per 4-Wire Analog VG Loop (Incl NID), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
Unbundled Network Terminating Wire	
UNTW Pair, per pair, per month	NA
Site Visit Survey, per MDU/MTU Complex, NRC	NA
Site Visit Set-Up – Terminal Preparation, per terminal	
NRC - 1st terminal	NA
NRC – add'l terminal	NA
Access Terminal Provisioning & 1st 25 pair panel, per terminal, NRC	NA
Existing Access Terminal Provisioning, 2nd 25 pair panel, per terminal, NRC	NA
UNTW Pair Provisioning, per pair, NRC	NA
Service Visit for Provisioning, per request, per premises, NRC	NA
Manual Service Order, NRC	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 Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - Disconnect	NA
Working Plug-In 2-Wire, NRC 1st	NA

Working Plug-In 2-Wire, NRC Add'l	NA
Loop Concentration - Remote Terminal Cabinet (Outside CO)	NA
Loop Concentration - Remote Channel Interface - 2-Wire VG (Outside CO), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
Loop Channelization System (Inside C.O.)	
Loop Channelization System-Dig Loop Carrier per Mo. (DS1 to VG), per month	$388.37
NRC - 1st	$421.76
NRC - Add'l	$104.58
NRC - Disconnect Chg - 1st	$7.29
NRC - Disconnect Chg - Add'l	$7.29
NRC - Incremental Charge—Manual Svc Order - 1st	$25.52
NRC - Incremental Charge—Manual Svc Order - Add'l	$11.34
NRC - Incremental Charge—Manual Svc Order - Disconnect	$16.06
CO Channel Interface-2-Wire VG Per Circuit, Per Month	$1.02
NRC - 1st	$26.23
NRC - Add'l	$26.06
NRC - Incremental Charge—Manual Service Order—1st	NA
NRC - Incremental Charge—Manual Service Order—Add'l	NA
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1st	$10.86
NRC - Disconnect Chg - Add'l	$10.78
UNBUNDLED LOCAL EXCHANGE SWITCHING (PORTS)	
2-Wire Analog Line Port (Res., Bus.), per month	$2.11
NRC - 1st (all types)	$22.98
NRC - Add'l (all types)	$22.98
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	$6.56
NRC - Disconnect Chg - Add'l	$6.56
NRC - Incremental Charge—Manual Svc Order - 1st	$25.52
NRC - Incremental Charge—Manual Svc Order - Add'l	$11.34
NRC - Incremental Charge—Manual Svc Order - Disconnect	$16.06
2-Wire Analog Line Port (Res., Bus.) including all available features, per month	$8.86
NRC - 1st (all types)	$44.40
NRC - Add'l (all types)	$44.40
NRC - Disconnect Chg – 1st	$19.68
NRC - Disconnect Chg – Add'l	$19.68
NRC - Incremental Charge--Manual Svc Order - 1st	$25.52
NRC - Incremental Charge--Manual Svc Order - Add'l	$11.34
NRC – Incremental Charge—Manual Svc Order – Disconnect	$16.06
2-Wire Analog Line Port (Res., Bus.) including three available feature, per month	$5.42
NRC - 1st (all types)	$26.04
NRC - Add'l (all types)	$26.04

NRC - Disconnect Chg – 1st	$8.20
NRC - Disconnect Chg – Add'l	$8.20
NRC - Incremental Charge--Manual Svc Order - 1st	$25.52
NRC - Incremental Charge--Manual Svc Order - Add'l	$11.34
NRC - Incremental Charge--Manual Svc Order - Disconnect	$16.06
4-Wire Analog VG Port, per month	$9.60
NRC - 1st	$22.98
NRC - Add'l	$22.98
NRC - Disconnect Chg - 1st	$6.56
NRC - Disconnect Chg - Add'l	$6.56
NRC - Incremental Charge—Manual Svc Order - 1st	$25.52
NRC - Incremental Charge—Manual Svc Order - Add'l	$11.34
NRC - Incremental Charge—Manual Svc Order - Disconnect	$16.06
2-Wire DID Port, per month	$14.63
NRC - 1st	$83.09
NRC - Add'l	$83.09
NRC - Disconnect Chg - 1st	$13.48
NRC - Disconnect Chg - Add'l	$13.48
NRC – Incremental Charge—Manual Svc Order - 1st	$25.52
NRC – Incremental Charge—Manual Svc Order - Add'l. .	$11.34
NRC – Incremental Charge—Manual Svc Order - Disconnect	$16.07
4-Wire DS1 Port w/DID capability, per month	$146.46
NRC - 1st	$117.81
NRC - Add'l	$71.18
NRC – Disconnect Chg - 1st	$12.94
NRC – Disconnect Chg - Add'l	$12.94
NRC – Incremental Charge—Manual Svc Order - 1st	$25.52
NRC – Incremental Charge—Manual Svc Order - Add'l	$11.34
NRC – Incremental Charge—Manual Svc Order - Disconnect	$16.06
2-Wire ISDN Port(2) (3), per month	$51.91
NRC - 1st	$63.59
NRC - Add'l	$63.59
NRC - Disconnect Chg - 1st	$7.04
NRC - Disconnect Chg - Add'l	$7.04
NRC - Incremental Charge—Manual Svc Order - 1st	$53.87
NRC - Incremental Charge—Manual Svc Order - Add'l	$53.87
NRC - Incremental Charge—Manual Svc Order-Disconnect 1st	$11.34
NRC - Incremental Charge—Manual Svc Order-Disconnect Addl	$11.34
NRC - User Profile per B Channel (4)	NA
2-Wire ISDN Port(2) (3) including all available features, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
2-Wire ISDN Port(2) (3) including three available features, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
4-Wire ISDN Port, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1st	NA

NRC - Incremental Charge—Manual Svc Order - Add'l	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect 1st	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect Add'l	NA
4-Wire ISDN DS1 Port, per month	$213.21
NRC - 1st	$244.12
NRC - Add'l	$244.12
NRC - Disconnect Chg - 1st	$53.32
NRC - Disconnect Chg - Add'l	$53.32
NRC - Incremental Charge—Manual Svc Order - 1st	$51.03
NRC - Incremental Charge—Manual Svc Order - Add'l	$51.03
NRC - Incremental Charge—Manual Svc Order-Disconnect 1st	$8.51
NRC - Incremental Charge—Manual Svc Order-Disconnect Addl	$8.51
4-Wire ISDN DS1 Port including all available features, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
2-Wire Analog Line Port (PBX), per month	$2.11
NRC - 1st	$22.98
NRC - Add'l	$22.98
NRC - Disconnect Chg - 1st	$6.56
NRC - Disconnect Chg - Add'l	$6.56
NRC - Incremental Charge—Manual Svc Order - 1st	$25.52
NRC - Incremental Charge—Manual Svc Order - Add'l	$11.34
NRC - Incremental Charge—Manual Svc Order-Disconnect	$16.06
2-Wire Analog Line Port (PBX) including all available features, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
2-Wire Analog Line Port (PBX) including three available features, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
2-Wire Analog Hunting, per line per month	$0.12
NRC - 1st	NA
NRC - Add'l	NA
Coin Port, per month	$2.32
NRC - 1st	$22.98
NRC - Add'l	$22.98
NRC - Disconnect Chg - 1st	$6.56
NRC - Disconnect Chg - Add'l	$6.56
NRC - Incremental Charge—Manual Svc Order - 1st	$25.52
NRC - Incremental Charge—Manual Svc Order - Add'l	$11.34
NRC - Incremental Charge—Manual Svc Order-Disconnect	$16.06
Vertical Features	
Local Switching Features offered with Port, Per month	NA
Subsequent Order Charge—Electronic	NA
Subsequent Order Charge—Incremental Charge—Manual Svc Order	NA
Three-Way Calling, per month	$1.32
NRC	$1.02
NRC – Disconnect	$0.5466
Customer Changeable Speed Calling, per month	$0.0755
NRC	$1.02

NRC – Disconnect	$0.5466
Call Waiting	$0.0330
NRC	$1.02
NRC – Disconnect	$0.5466
Remote Activation of Call Fordwarding, per month	$0.4859
NRC	$1.02
NRC – Disconnect	$0.5466
Cancel Call Waiting, per month	$0.0082
NRC	$1.02
NRC – Disconnect	$0.5466
Automatic Callback, per month	$0.9977
NRC	$1.02
NRC – Disconnect	$0.5466
Automatic Recall, per month	$0.3164
NRC	$1.02
NRC – Disconnect	$0.5466
Calling Number Delivery, per month	$0.1817
NRC	$1.02
NRC – Disconnect	$0.5466
Calling Number Delivery Blocking, per month	$0.9913
NRC	$1.02
NRC – Disconnect	$0.5466
Customer Originated Trace, per month	$0.1918
NRC	$1.02
NRC – Disconnect	$0.5466
Selective Call Rejection, per month	$0.1721
NRC	$1.02
NRC – Disconnect	$0.5466
Selective Call Forwarding, per month	$0.1050
NRC	$1.02
NRC – Disconnect	$0.5466
Selective Call Acceptance, per month	$0.4010
NRC	$1.02
NRC – Disconnect	$0.5466
Multiline Hunt Service (Rotary) Service per line, (in addition to port) , per month	$0.1271
NRC	$1.02
NRC – Disconnect	$0.5466
Call Forwarding Variable, per month	$0.0474
NRC	$1.02
NRC – Disconnect	$0.5466
Call Forwarding Busy Line, per month	$0.0279
NRC	$1.02
NRC – Disconnect	$0.5466
Call Forwarding Don't Answer All Calls, per month	$0.0308
NRC	$1.02
NRC – Disconnect	$0.5466
Remote Call Forwarding, per month	$1.47
NRC	$1.02
NRC – Disconnect	$0.5466
Call Transfer, per month	$0.1404
NRC	$1.02
NRC – Disconnect	$0.5466
Call Hold, per month	$0.0190
NRC	$1.02

NRC – Disconnect	$0.5466
Toll Restricted Service, per month	$0.0387
NRC	$1.02
NRC – Disconnect	$0.5466
Message Waiting Indicator – Stutter Dial Tone, per month	$0.0356
NRC	$1.02
NRC – Disconnect	$0.5466
Anonymous Call Rejection, per month	$0.9519
NRC	$1.02
NRC – Disconnect	$0.5466
Shared Call Appearances of a DN, per month	$0.5015
NRC	$1.02
NRC – Disconnect	$0.5466
Multiple Call Appearances, per month	$0.0932
NRC	$1.02
NRC – Disconnect	$0.5466
ISDN Bridged Call Exclusion, per month	$0.0013
NRC	$1.02
NRC – Disconnect	$0.5466
Call by Call Access, per month	$50.89
NRC	$28.61
NRC – Disconnect	$5.16
Privacy Release, per month	$0.0030
NRC	$1.02
NRC – Disconnect	$0.5466
Multi Appearance Directory Number Calls, per month	$0.1115
NRC	$1.02
NRC – Disconnect	$0.5466
Make Set Busy, per month	$0.0013
NRC	$1.02
NRC – Disconnect	$0.5466
Teen Service (Res. Dist. Alerting Service), per month	$0.1071
NRC	$1.02
NRC – Disconnect	$0.5466
Code Restriction and Diversion, per month	$0.0464
NRC	$1.02
NRC – Disconnect	$0.5466
Call Park, per month	$0.0443
NRC	$1.02
NRC – Disconnect	$0.5466
Automatic Line, per month	$0.1111
NRC	$1.02
NRC – Disconnect	$0.5466
ISDN Message Waiting Indication-Lamp, per month	$0.0105
NRC	$1.02
NRC – Disconnect	$0.5466
ISDN Feature Function Buttons	NA
NRC	$1.02
NRC – Disconnect	$0.5466
Subsequent Ordering Charge – (per order, per line)	NA
NRC - Electronic - 1st	$2.84
NRC – Electronic – Add'l	$0.95
NRC – Manual – Add'l	$4.73
NRC – Manual – Add'l	$0.95
NRC – Disconnect	$2.84

Unbundled End Office Switching (Port Usage)	
End Office Switching Function, per mou	$0.0023771
End Office Switching Function, add'l mou (5)	NA
End Office Interoffice Trunk Port—Shared, per mou	$0.0001927
Unbundled Tandem Switching (Port Usage) (Local or Access Tandem)	
Tandem Switching Function per mou	$0.0007834
Tandem Interoffice Trunk Port—Shared per mou	$0.0002834
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	$0.0000091
Common (Shared) Transport Facilities Termination per mou	$0.0004281
Interoffice Transport - Dedicated - VG	
Interoffice Transport - Dedicated - 2-Wire VG - per mile	$0.0323
Interoffice Transport - Dedicated - 2-Wire VG - facilities termination per month	$21.33
NRC - 1st	$106.72
NRC - Add'l	$48.83
NRC - Disconnect Chg - 1st	$38.05
NRC - Disconnect Chg - Add'l	$7.23
NRC - Incremental Charge—Manual Svc Order - 1st	$25.52
NRC - Incremental Charge—Manual Svc Order - Add'l	$25.52
NRC - Incremental Charge—Manual Svc Order-Disconnect--1st	$11.34
NRC - Incremental Charge—Manual Svc Order-Disconnect--Addl	$11.34
Interoffice Transport - Dedicated - DS0 - 56/64 KBPS	
Interoffice Transport - Dedicated - DS0 - per mile per month	$0.0323
Interoffice Transport - Dedicated - DS0 - facilities termination per month	$20.64
NRC - 1st	$106.72
NRC - Add'l	$48.83
NRC - Disconnect Chg - 1st	$38.05
NRC - Disconnect Chg - Add'l	7.23
NRC - Incremental Charge—Manual Svc Order - 1st	$25.52
NRC - Incremental Charge—Manual Svc Order - Add'l	$25.52
NRC - Incremental Charge—Manual Svc Order-Disconnect--1st	$11.34
NRC - Incremental Charge—Manual Svc Order-Disconnect--Addl	$11.34
Interoffice Transport - Dedicated - DS1	
Interoffice Transport - Dedicated - DS1 - per mile per month	$0.6598
Interoffice Transport - Dedicated - DS1 - facilities termination per month	$74.40
NRC - 1st	$196.28
NRC - Add'l	$147.31
NRC - Disconnect Chg - 1st	$26.56
NRC - Disconnect Chg - Add'l	$21.61
NRC - Incremental Charge—Manual Svc Order - 1st	$25.52
NRC - Incremental Charge—Manual Svc Order - Add'l	$25.52
NRC - Incremental Charge—Manual Svc Order-Disconnect--1st	$11.34
NRC - Incremental Charge—Manual Svc Order-Disconnect--Addl	$11.34
Interoffice Transport - Dedicated - DS3	
Interoffice Transport - Dedicated - DS3 - per mile per month	$15.02
Interoffice Transport - Dedicated - DS3 - facilities termination per month	$744.38
NRC - 1st	$686.74
NRC - Add'l	$477.76
NRC - Disconnect Chg - 1st	$125.56
NRC - Disconnect Chg - Add'l	$118.79
NRC - Incremental Charge—Manual Svc Order - 1st	$64.97

NRC – Incremental Charge—Manual Svc Order - Add'l	$64.97
NRC – Incremental Charge—Manual Svc Order-Disconnect--1st	$27.08
NRC – Incremental Charge—Manual Svc Order-Disconnect--Addl	$27.08
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	$17.83
NRC - 1st	$487.62
NRC - Add'l	$84.35
NRC - Disconnect Chg - 1st	$77.69
NRC - Disconnect Chg - Add'l	$8.95
NRC - Incremental Charge—Manual Svc Order - 1st	$25.52
NRC - Incremental Charge—Manual Svc Order - Add'l	$11.34
NRC - Incremental Charge—Manual Svc Order-Disconnect	$16.05
Local Channel - Dedicated - 4-Wire VG	$19.03
NRC - 1st	$495.25
NRC - Add'l	$86.56
NRC - Disconnect Chg - 1st	$78.58
NRC - Disconnect Chg - Add'l	$9.84
NRC - Incremental Charge—Manual Svc Order - 1st	$25.52
NRC - Incremental Charge—Manual Svc Order - Add'l	$11.34
NRC - Incremental Charge—Manual Svc Order-Disconnect	$16.05
Local Channel - Dedicated - DS1	$38.91
NRC - 1st	$494.83
NRC - Add'l	$435.28
NRC - Disconnect Chg - 1st	$46.85
NRC - Disconnect Chg - Add'l	$33.02
NRC - Incremental Charge—Manual Svc Order	$59.58
NRC - Incremental Charge—Manual Svc Order-Disconnect	$27.41
Local Channel - Dedicated – DS3	$533.33
NRC - 1st	$526.67
NRC - Add'l	$493.71
NRC - Disconnect Chg - 1st	$42.41
NRC - Disconnect Chg - Add'l	$40.87
NRC - Incremental Charge—Manual Svc Order- 1st	$31.49
NRC - Incremental Charge—Manual Svc Order – Add'l	$31.49
NRC - Incremental Charge—Manual Svc Order-Disconnect – 1st	$25.35
NRC - Incremental Charge—Manual Svc Order-Disconnect – Add'l	$25.35
VIRTUAL COLLOCATION	
Virtual Collocation - NRC – Application Chg	FCC # 1
Virtual Collocation – Cable Installation Chg, per cable	FCC # 1
Virtual Collocation – Floor Space, per square feet	FCC # 1
Virtual Collocation – Floor Space Power, per ampere	FCC # 1
Virtual Collocation – Cable Support Structure, per entrance cable	FCC # 1

Virtual Collocation – 2-Wire Cross Connects	$0.1121
NRC – 1st	$30.93
NRC – Add'l	$29.59
NRC – Disconnect Chg – 1st	$12.76
NRC – Disconnect Chg – Add'l	$11.43
NRC – Incremental Charge – Manual Svc Order – 1st	$2.65
NRC – Incremental Charge – Manual Svc Order – Add'l	$2.65
NRC – Incremental Charge – Manual Svc Order – Disconnect - 1st	$1.51
NRC – Incremental Charge – Manual Svc Order – Disconnect - Add'l	$1.51
Virtual Collocation – 4-Wire Cross Connects	$0.2242
NRC – 1st	$31.17
NRC – Add'l	$29.77
NRC – Disconnect Chg – 1st	$12.83
NRC – Disconnect Chg – Add'l	$11.43
NRC – Incremental Charge – Manual Svc Order – 1st	$2.65
NRC – Incremental Charge – Manual Svc Order – Add'l	$2.65
NRC – Incremental Charge – Manual Svc Order – Disconnect - 1st	$1.51
NRC – Incremental Charge – Manual Svc Order – Disconnect - Add'l	$1.51
Virtual Collocation – DS1 Cross Connects	FCC # 1
NRC – 1st	FCC # 1
NRC – Add'l	FCC # 1
Virtual Collocation – DS3 Cross Connects	FCC # 1
NRC – 1st	FCC # 1
NRC – Add'l	FCC # 1
Virtual Collocation – Security Escort – basic, per ½ hour	
NRC – 1st	FCC # 1
NRC – Add'l	FCC # 1
Virtual Collocation – Security Escort – overtime, per ½ hour	
NRC – 1st	FCC # 1
NRC – Add'l	FCC # 1
Virtual Collocation – Security Escort – premium, per ½ hour	
NRC – 1st	FCC # 1
NRC – Add'l	FCC # 1
LOCAL USAGE	
Intraoffice per mou	NA
Interoffice per mou (assumes 5 miles of transport)	NA
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	
End Office Switching, per mou	$0.0023771
Tandem Switching, per mou	$0.0007834
Tandem Switching (assumes 5 miles of transport per mou)	NA
Transport	UNE prices for shared/ common and dedicated transport apply as appropriate.
All terms and conditions, as well as charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and ACI shall be as set forth in Section E.6 of the appropriate BellSouth intrastate access tariff.	BST State Access Tariff Rates
Tandem Switch + Transport	NA
Combined Tandem Switch Interconnection	NA
Multi-tandem Interconnection	NA

800 ACCESS TEN DIGIT SCREENING SERVICE	
800 Access Ten Digit Screening (all types), per call (6)	$0.0005321
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	$8.46
Reservation Charge per 800 number reserved--NRC - Add'l	$0.96
NRC - Incremental Charge--Manual Service Order—1st	$25.52
NRC - Incremental Charge--Manual Service Charge—Add'l	NA
Per 800 # Established w/o POTS (w/800 No.) Translations	
NRC - 1st	$17.04
NRC - Add'l	$1.93
NRC - Incremental Charge--Manual Service Order—1st	$25.52
NRC - Incremental Charge--Manual Service Order—Add'l	NA
NRC - Incremental Charge—Manual Service Order –Disconnect	$16.05
NRC - Disconnect Chg - 1st	$11.32
NRC - Disconnect Chg - Add'l	$0.96
Per 800 # Established with POTS Translations	
NRC - 1st	$17.04
NRC - Add'l	$1.93
NRC - Incremental Charge--Manual Service Charge—1st	$25.52
NRC - Incremental Charge--Manual Service Charge—Add'l	NA
NRC - Incremental Charge—Manual Service Order –Disconnect	$16.05
NRC - Disconnect Chg - 1st	$11.32
NRC - Disconnect Chg - Add'l	$0.96
Customized Area of Service per 800 Number	
NRC - 1st	$5.63
NRC - Add'l	$2.81
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
Multiple Inter LATA Carrier Routing per Carrier Requested per 800 #	
NRC - 1st	$6.59
NRC - Add'l	$3.77
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
Change Charge per request	
NRC - 1st	$9.42
NRC - Add'l	$0.96
NRC - Incremental Charge--Manual Service Order—1st	$25.52
NRC - Incremental Charge--Manual Service Order—Add'l	NA
Call Handling and Destination Features - NRC-1st	$5.63
Call Handling and Destination Features - NRC-Add'l	$5.63
NRC - Incremental Charge--Manual Service Charge—1st	NA
NRC - Incremental Charge--Manual Service Charge—Add'l	NA
Reserv Chg per 800 # Reserved - Incrm Charge-Manual Svc Order	NA
Per 800 # Est'd w/o POTS Transl-Incrm Charge-Manual Svc Order	NA

NRC	NA
NRC - Disconnect Chg	NA
Per 800 # Est'd with POTS Transl-Incrm Charge Manual Svc Order	NA
NRC	NA
NRC - Disconnect Chg	NA
Chng Chrg/Request-Incrm Charge-Manual Svc Order-NRC	NA
LINE INFORMATION DATABASE ACCESS (LIDB)	
LIDB Common Transport per query	$0.0000446
LIDB Validation per query	$0.0142132
LIDB Validation per message	NA
LIDB Originating Point Code Establishment or Change - NRC	$63.63
NRC - Incremental Charge--Manual Svc Order	$25.52
LIDB - Incremental Charge - Manual Svc Order - NRC	NA
CCS7 SIGNALING TRANSPORT SERVICE	
CCS7 Signaling Connection, per link (A link) per month	$21.58
NRC	$169.72
NRC - Incremental Charge--Manual Svc Order	$25.52
NRC - Disconnect	$134.08
NRC – Incremental Charge—Manual Svc Order – Disconnect	$16.05
CCS7 Signaling Connection, per link (B link) (also known as D link) per month	$21.58
NRC	$169.72
NRC - Incremental Charge--Manual Svc Order	$25.52
NRC - Disconnect	$134.08
NRC – Incremental Charge—Manual Svc Order – Disconnect	$16.05
CCS7 Signaling Termination, per STP port per month	$161.12
CCS7 Signaling Usage, per ISUP message*	$0.0000456
CCS7 Signaling Usage, per TCAP message*	$0.0001115
CCS7 Signaling Usage Surrogate, per link per LATA per mo(7)**	$406.53
* applicable when measurement and billing exists.	
** not applicable when measurement and billing exists.	
CCS7 Signaling Point Code, Establishment or Change, per STP affected	
NRC	$62.00
CCS7 Signaling - Incremental Charge - Manual Svc Order	NA
NRC	NA
NRC - Disconnect	NA
OPERATIONAL SUPPORT SYSTEMS	
OSS Interactive Ordering and Trouble Maint, Estab, per user per month	$50.00
NRC	$100.00
OSS OLEC Daily Usage File: Recording, per message	$0.0001179
OSS OLEC Daily Usage File: Message Processing, per message	$0.0032089
OSS Access Daily Usage File: Message Processing, per message	$0.004
OSS OLEC Daily Usage File: Message Processing, per magnetic tape provisioned	$54.62
OSS Access Daily Usage File: Message Processing, per magnetic tape provisioned	$54.95
OSS OLEC Daily Usage File: Data Transmission (CONNECT:DIRECT), per message	$0.0000354
OSS Access Daily Usage File: Data Transmission (CONNECT:DIRECT), per message	$0.001
OSS Order Charge, per 1,000 LSRs received from ACI by one of the OSS interactive interfaces, per month (per ACI basis) First 1,000 LSRs received	NA
OSS Order Charge, 1,000 LSRs received from ACI by one of the OSS interactive interfaces, per month (per ACI basis) Each additional 1,000 LSRs received	NA
OSS Order charge, per LSR received from ACI by one of the OSS interactive interfaces	$10.60
Incremental charge per LSR received from ACI by means other than one of the OSS interactive interfaces	See applicable rate element

OPERATOR CALL PROCESSING	
Operator provided Call Handling per min - Using BST LIDB	$1.19
Call Completion Access Termination Charge per call attempt	NA
Operator provided Call Handling per min - Using Foreign LIDB	$1.24
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	$0.1072884
Fully Automated Call Handling per call - Using Foreign LIDB	$0.1253666
Recording Charge per announcement	
NRC – 1st	$1652.00
NRC – Add'l	$1649.00
NRC – Disconnect Charge – 1st	$9.45
NRC – Disconnect Charge – Add'l	$9.45
Loading Charge per branded announcement	
NRC – 1st	$254.83
NRC – Add'l	$254.83
INWARD OPERATOR SERVICES	
Verification, per minute	$1.14
Verification and Emergency Interrupt, per minute	$1.14
Verification, per call	NA
Verification and Emergency Interrupt, per call	NA
DIRECTORY ASSISTANCE SERVICES	
Directory Assist Call Completion Access Svc (DACC), per call attempt	$0.0425585
Call Completion Access Term charge per completed call	NA
Number Services Intercept per query	$0.0188268
Number Services Intercept per Intercept Query Update	NA
Directory Assistance Access Service Calls, per call	$0.2617159
Recording Charge per announcement	
NRC – 1st	$1652.00
NRC – Add'l	$1649.00
NRC – Disconnect Charge – 1st	$9.45
NRC – Disconnect Charge – Add'l	$9.45
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
Loading Charge per audio unit	NA
Loading Charge per branded announcement	
NRC – 1st	$254.83
NRC – Add'l	$254.83
Directory Transport	
Directory Transport - Local Channel DS1, per month	$38.91
NRC - 1st	$494.83
NRC - Add'l	$435.28
NRC - Disconnect Chg - 1st	$46.85
NRC - Disconnect Chg - Add'l	$33.02
NRC - Incremental Charge-Manual Svc Order - NRC	$59.58
NRC - Incremental Charge-Manual Svc Order - NRC-Disconnect	$27.41
Directory Transport - Dedicated DS1 Level Interoffice per mile per mo	$.6598
Directory Transport - Dedicated DS1 Level Interoffice per facility termination per mo	$74.40
NRC - 1st	$196.28
NRC - Add'l	$147.31
NRC - Disconnect Chg - 1st	$26.56
NRC - Disconnect Chg - Add'l	$21.61
NRC - Incremental Charge-Manual Svc Order - NRC-1st	$25.52
NRC - Incremental Charge-Manual Svc Order - NRC-Add'l	$25.52

NRC - Incremental Charge-Manual Svc Order - NRC-Disconnect-1st	$11.34
NRC - Incremental Charge-Manual Svc Order - NRC-Disconnect-Add'l	$11.34
Switched Common Transport per DA Access Service per call	$0.0002997
Switched Common Transport per DA Access Service per call per mile	$0.0000202
Access Tandem Switching per DA Access Service per call	$0.0023713
DA Interconnection, per DA Access Service Call	NA
Directory Transport-Installation NRC, per trunk or signaling connection	
NRC - 1st	$257.73
NRC - Add'l	$5.85
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
NRC - Disconnect Chg - 1st	$171.49
NRC - Disconnect Chg - Add'l	$5.85
Directory Assistance Database Service (DADS)	
Directory Assistance Database Service Charge per listing	$0.0447
Directory Assistance Database Service, per month	$126.17
Direct Access to Directory Assistance (DADAS)	
Direct Access to Directory Assistance Service, per month	$6926.00
Direct Access to Directory Assistance Service, per query	$0.0461336
Direct Access to Directory Assistance Service, svc estab chg-NRC	$1097.00
NRC - Incremental Charge – Manual Svc Order	NA
Direct Access to Directory Assistance Service, svc estab chg-NRC-Disconnect	$80.52
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - 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)	$2.34
NRC	$0.6441
NRC - Disconnect Chg	$0.0644
RCF, add'l capacity for simultaneous call forwarding, per additional path	$0.3838
RCF, per service order, per location - NRC - 1st	$2.84
RCF, per service order, per location - NRC - Add'l	$2.84
RCF, per service order, per location - NRC - Disconnect - 1st	$2.84
RCF, per service order, per location - NRC - Disconnect - Add'l	$2.84
Svc Provider No. Portability - Incremental Charge-Manual Svc Order	
NRC - 1st	$25.52
NRC - Add'l	$25.52
NRC - Disconnect Chg - 1st	$16.06
NRC - Disconnect Chg - Add'l	$16.06
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - DID	
DID per number ported, Residence - NRC	$1.17
DID per number ported, Residence - NRC - Disconnect	$1.17
DID per number ported, Business - NRC	$1.17
DID per number ported, Business - NRC - Disconnect	$1.17
DID per service order, per location - NRC - 1st	$2.84
DID per service order, per location - NRC - Add'l	$2.84
NRC - Incremental Charge – Manual Svc Order – 1st	$25.52
NRC - Incremental Charge – Manual Svc Order – Add'l	$25.52
DID per service order, per location - NRC - Disconnect - 1st	$2.84
DID per service order, per location - NRC - Disconnect - Add'l	$2.84
NRC - Incremental Charge – Manual Svc Order – Disconnect – 1st	$16.06
NRC - Incremental Charge – Manual Svc Order – Disconnect – Add'l	$16.06
DID, per trunk termination, Initial	$13.78
DID, per trunk termination, Initial - NRC	$171.68

DID, per trunk termination, Initial - Disconnect	$49.86
DID, per trunk termination, Subsequent	$13.78
DID, per trunk termination, Subsequent - NRC	$50.69
DID, per trunk termination, Subsequent - Disconnect	$24.71
Svc Provider No. Portability - Incremental Charge-Manual Svc Order	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
ACCESS TO POLES, DUCTS, CONDUITS & RIGHTS OF WAY (8)	
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	NA
AIN SMS Access Svc - Svc Estab per state, initial setup - NRC	$174.03
NRC - Incremental Charge – Manual Svc Order	NA
AIN SMS Access Svc - Svc Estab per state, initial setup - NRC - Disconnect	$135.96
AIN SMS Access Svc - Port Connection-Dial/Shared Access - NRC	$53.47
NRC - Incremental Charge – Manual Svc Charge	NA
AIN SMS Access Svc - Port Connection-Dial/Shared Access - NRC-Disconnect	$37.70
AIN SMS Access Svc - Port Connection - ISDN Access - NRC	$53.47
NRC - Incremental Charge – Manual Svc Charge	NA
AIN SMS Access Svc - Port Connection - ISDN Access - NRC - Disconnect	$37.70
AIN SMS Access Svc - User ID Codes - per User ID Code - NRC	$129.83
NRC - Incremental Charge – Manual Svc Charge	NA
AIN SMS Access Svc - User ID Codes - per User ID Code - NRC - Disconnect	$79.91
AIN SMS Access Svc - Security Card per User ID Code, initial or replacement-NRC	$131.54
NRC - Incremental Charge – Manual Svc Charge	NA
AIN SMS Access Svc - Security Card per User ID Code, initial or replacement-NRC - Disconnect	$45.77
AIN SMS Access Service - Storage, per unit (100 Kb)	$0.0029
AIN SMS Access Service - Session, per minute	$0.0975650
AIN SMS Access Service - Co. Performed Session, per minute	$2.09
AIN - BellSouth AIN Toolkit Service	NA
AIN, Service Creation Tools	NA
Service Establishment Charge, per state, initial setup - NRC	$169.31
NRC - Incremental Charge--Manual Svc Charge	NA
Service Establishment Charge, per state, initial setup - NRC - Disconnect	$135.96
Training Session, per customer - NRC	$8,379.00
NRC - Incremental Charge--Manual Svc Charge	NA
Trigger Access Charge, per trigger, per DN, Term. Attempt - NRC	$39.30
NRC - Incremental Charge--Manual Svc Charge	NA
Trigger Access Charge, per trigger, per DN, Term. Attempt - NRC - Disconnect	$37.70
Trigger Access Charge, per trigger per DN, Off-Hook Delay - NRC	$39.30
NRC - Incremental Charge--Manual Svc Charge	NA
Trigger Access Charge, per trigger per DN, Off-Hook Delay - NRC - Disconnect	$37.70
Trigger Access Charge, per trigger, per DN, Off-Hook Immediate - NRC	$39.30
NRC - Incremental Charge--Manual Svc Charge	NA
Trigger Access Charge, per trigger, per DN, Off-Hook Immediate - Disconnect	$37.70
Trigger Access Charge, per trigger, per DN, 10-Digit PODP - NRC	$106.90
NRC - Incremental Charge--Manual Svc Charge	NA
Trigger Access Charge, per trigger, per DN, 10-Digit PODP - Disconnect	$48.44

Trigger Access Charge, per trigger, per DN, CDP - NRC	$106.90
NRC - Incremental Charge--Manual Svc Charge	NA
Trigger Access Charge, per trigger, per DN, CDP - Disconnect	$48.44
Trigger Access Charge, per trigger, per DN, Feature Code - NRC	$106.90
NRC - Incremental Charge--Manual Svc Charge	NA
Trigger Access Charge, per trigger, per DN, Feature Code - Disconnect	$48.44
Query Charge, per query	$0.0256138
Type 1 Node Charge, per AIN Toolkit Subscription, per node, per query	$0.0065161
SCP Storage Charge, per SMS Access Acct, per 100 Kb	$1.79
Monthly report - per AIN Toolkit Service Subscription	$16.01
Monthly report - per AIN Toolkit Service Subscription - NRC	$44.02
NRC - Incremental Charge--Manual Svc Charge	NA
Monthly report - per AIN Toolkit Service Subscription - NRC - Disconnect	$31.28
Special Study - Per AIN Toolkit Service Subscription	$0.0810536
Special Study - Per AIN Toolkit Service Subscription - NRC	$47.21
NRC - Incremental Charge--Manual Svc Charge	NA
Call Event Report - per AIN Toolkit Service Subscription	$15.93
Call Event Report - per AIN Toolkit Service Subscription - NRC	$44.02
NRC - Incremental Charge--Manual Svc Charge	NA
Call Event Report - per AIN Toolkit Service Subscription - NRC - Disconnect	$31.28
Call Event special Study - per AIN Toolkit Service Subscription	$0.0027018
Call Event special Study - per AIN Toolkit Service Subscription - NRC	$47.21
NRC - Incremental Charge--Manual Svc Charge	NA
CALLING NAME (CNAM) QUERY SERVICE - DATABASE OWNER	
CNAM, Per Query	$0.016
DARK FIBER	
Per each four-fiber dry fiber arrangement, NRC 1st	NA
Per each four-fiber dry fiber arrangement, NRC Add'l	NA
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service 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	NA
NRC - Incremental Charge--Manual Service Order—1st	
NRC - Incremental Charge--Manual Service Order—Add'l	
Per four fiber strands per foot or fraction thereof, per month	NA
SELECTIVE ROUTING	
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	NA
NRC	$227.99
NRC – Incremental Charge – Manual Service Order	$253.51

Notes:

N/A refers to rate elements which do not have a negotiated rate. Operational Support Systems (OSS) rates apply in all cases except for rate elements with specific OSS rates *or specific incremental; manual* order charges.

(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) 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.	

Attachment 11
Exhibit 7

North Carolina

NORTH CAROLINA

PRICING

1. **General Principles**

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

2. **Local Service Resale**

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

Residential Service	21.50%
Business Service:	17.60%

3. **Unbundled Network Elements**

The interim prices that ACI 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 ACI 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). ACI may file a complaint with the appropriate regulatory authority if it believes the rates provided by BellSouth are not consistent with 47 U.S.C. Section 224(d).

6. **Local Number Portability**

The interim prices for interim number portability are set forth in Table 1.

7. **Recorded Usage Data**

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

8. **Electronic Interfaces**

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

9. **True-up**

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

1. The interim prices shall be trued-up, either up or down, based on final prices determined either by further agreement between the Parties, or by a final order (including any appeals) of the Commission which final order meets the criteria of (3) below. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with interim prices for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the true-up can be based, and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such true-up, the Parties agree that the body having jurisdiction over the matter shall be called upon to resolve such differences, or the Parties may mutually agree to submit the matter to the Dispute Resolution process in accordance with the provisions of Section 11 of the General Terms and Conditions – Part A of the Agreement.

2. The Parties may continue to negotiate toward final prices, but in the event that no such agreement is reached, either Party may petition the Commission to resolve such disputes and to determine final prices for each item. Alternatively, upon mutual agreement, the Parties may submit the matter to the Dispute Resolution Process set forth in Section 11 of the General Terms and Conditions – Part A of the Agreement, so long as they file the resulting agreement with the Commission as a "negotiated agreement" under Section 252(e) of the Act.

3. A final order of this Commission that forms the basis of a true-up shall be the final order as to prices based on appropriate cost studies, or potentially may be a final order in any other Commission proceeding which meets the following criteria:

   (a) BellSouth and ACI are entitled to be a full party to the proceeding;

   (b) It shall apply the provisions of the federal Telecommunications Act of 1996, including but not limited to Section 252(d)(1) (which contains pricing standards) and all then-effective implementing rules and regulations; and,

   (c) It shall include as an issue the geographic deaveraging of unbundled element prices, which deaveraged prices, if any are required by said final order, shall form the basis of any true-up.

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

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

OPERATIONAL SUPPORT SYSTEMS (OSS) RATES

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

The Rates for Operational Support mentioned above are interim and subject to modification based upon receipt of a final, non-appealable order by the North Carolina Utilities Commission.

TABLE 1

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

NIDs	
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	$0.52
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	$16.71
NRC - 1st	$86.50
NRC - Add'l	$27.80
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	$27.20
NRC - 1st	$86.50
NRC - Add'l	$27.80
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	$27.20
NRC - 1st	$276.96
NRC - Add'l	$234.99
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	$17.00
NRC - 1st	$280.15
NRC - Add'l	$243.91
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	$17.00
NRC - 1st	$280.15
NRC - Add'l	$243.91
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	$27.20
NRC - 1st	$291.43
NRC - Add'l	$255.46
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	$151.50
NRC - 1st	$568.96
NRC - Add'l	$335.56
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	To be negotiated
SUB-LOOPS	
Sub-Loop 2-Wire Analog	NA
Loop Feeder per 2-Wire Analog VG Loop, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - 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	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 (Excluding NID), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
Unbundled Network Terminating Wire	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	$400.00
NRC - 1st	$365.92
NRC - Add'l	$89.04
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	$1.15
NRC - 1st	$6.04
NRC - Add'l	$5.81
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	$2.00
NRC - 1st (all types)	$24.04
NRC - Add'l (all types)	$9.05
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	$3.15
NRC - 1st	$24.17
NRC - Add'l	$9.63
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	$12.68
NRC - 1st	$50.00
NRC - Add'l	$18.00
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
4-Wire DID Port, per month	$120.00
NRC - 1st	$145.00
NRC - Add'l	$126.09
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	NA

NRC - 1st	NA
NRC - Add'l	NA
2-Wire ISDN Port(2) (3), per month	$12.50
NRC - 1st	$75.81
NRC - Add'l	$56.91
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	$246.00
NRC - 1st	$113.86
NRC - Add'l	$95.80
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	A
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 (5)	
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	$0.004

End Office Switching Function, add'l mou (6)	NA
End Office Interoffice Trunk Port—Shared, per mou	NA
Unbundled Tandem Switching (Port Usage) (Local or Access Tandem)	
Tandem Switching Function per mou	$0.0015
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	$0.00004
Common (Shared) Transport Facilities Termination per mou	$0.00036
Common (Shared) Transport Trunk Installation, per trunk, NRC	BST State Access Tariff
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	$3.95
Interoffice Transport - Dedicated - DS0 - facilities termination per month	$38.37
NRC - 1st	$24.01
NRC - Add'l	$24.01
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	$23.00
Interoffice Transport - Dedicated - DS1 - facilities termination per month	$90.00
NRC - 1st	$100.49
NRC - Add'l	$100.49
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	$12.37
Interoffice Transport - Dedicated - DS3 - facilities termination per month	$726.14
NRC - 1st	$806.00
NRC - Add'l	$588.00

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	$.004
Tandem Interconnection/Switching, per mou	$.0015
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	NA
Combined Tandem Switch Interconnection	NA
Multi-tandem Interconnection	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
800 ACCESS TEN DIGIT SCREENING SERVICE	
800 Access Ten Digit Screening (all types), per call (7)	NA
800 Access Ten Digit Screening Svc. W/800 No. Delivery, per query	$0.00365
800 Access Ten Digit Screening Svc. W/800 No. Delivery, for 800 Numbers, w/Optional Complex Features, per query	$0.00431
800 Access Ten Digit Screening Svc. W/POTS No. Delivery, per query	$0.00383
800 Access Ten Digit Screening Svc. W/POTS No. Delivery, w/Optional Complex Features, per query	$0.00431
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	$27.00
Reservation Charge per 800 number reserved--NRC - Add'l	$0.50
Per 800 # Established w/o POTS (w/800 No.) Translations	
NRC - 1st	$61.00
NRC - Add'l	$1.50
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
Per 800 # Established with POTS Translations	
NRC - 1st	$61.00
NRC - Add'l	$1.50
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
Customized Area of Service per 800 Number	
NRC - 1st	$3.00
NRC - Add'l	$1.50
Multiple Inter LATA Carrier Routing per Carrier Requested per 800 #	
NRC - 1st	$3.50
NRC - Add'l	$2.00
Change Charge per request	
NRC - 1st	$41.00
NRC - Add'l	$0.50
Call Handling and Destination Features - NRC	$3.00
Reserv Chg per 800 # Reserved - Incrm Cost-Manual Svc Order	NA
Per 800 # Est'd w/o POTS Transl-Incrm Cost-Manual Svc Order	NA
NRC	NA
NRC - Disconnect Chg	NA
Per 800 # Est'd with POTS Transl-Incrm Cost Manual Svc Order	NA
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	$0.0003
LIDB Validation per query	$0.03800

LIDB Validation per message	NA
LIDB Originating Point Code Establishment or Change - NRC	$91.00
LIDB - Incremental Cost - Manual Svc Order - NRC	NA
CCS7 SIGNALING TRANSPORT SERVICE	
CCS7 Signaling Connection, per link (A link) per month	$155.00
NRC	$510.00
NRC - Disconnect	NA
CCS7 Signaling Connection, per link (B link) (also known as D link) per month	$155.00
NRC	$510.00
NRC - Disconnect	NA
CCS7 Signaling Termination, per STP port per month	$355.00
CCS7 Signaling Usage, per ISUP message	NA
CCS7 Signaling Usage, per TCAP message	NA
CCS7 Signaling Usage Surrogate, per link per LATA per mo (8)	NA
CCS7 Signaling - Incremental Cost - Manual Svc Order	NA
NRC	NA
NRC - Disconnect	NA
OPERATIONAL SUPPORT SYSTEMS	
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 Distribution, per message	$.004
OSS Access Daily Usage File: Message Distribution, 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 (CONNECT:DIRECT), per message	$.001
OSS Order charge, per electronic order, per end user account	$10.80
Surcharge for manually placed orders, per end user account	$22.00
OPERATOR CALL PROCESSING	
Oper. Provided Call Handling per min - Using BST LIDB	$1.06
Call Completion Access Termination Charge per call attempt	NA
Oper. Provided Call Handling per min - Using Foreign LIDB	$1.06
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	$0.09
Fully Automated Call Handling per call - Using Foreign LIDB	$0.09
INWARD OPERATOR SERVICES	
Verification, per minute	NA
Verification and Emergency Interrupt, per minute	NA
Verification, per call	$0.54
Verification and Emergency Interrupt, per call	$0.65
DIRECTORY ASSISTANCE SERVICES	
Directory Assist Call Completion Access Svc (DACC), per call attempt	$0.036
Call Completion Access Term charge per completed call	NA
Number Services Intercept per query	$.0077
Number Services Intercept per Intercept Query Update	NA
Directory Assistance Access Service Calls, per call	$0.271744

Recording cost per announcement	NA
Loading cost per audio unit	NA
Directory Transport	
Directory Transport - Local Channel DS1, per month	BSTs FCC 1 Sec 9
NRC - 1st	BSTs FCC 1 Sec 9
NRC - Add'l	BSTs FCC 1 Sec 9
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost-Manual Svc Order - NRC	BSTs FCC 1 Sec 9
NRC - Incremental Cost-Manual Svc Order - NRC-Disconnect	NA
Directory Transport - Dedicated DS1 Level Interoffice per mile per mo	BSTs FCC 1 Sec 9
Directory Transport - Dedicated DS1 Level Interoffice per facility termination per mo	BSTs FCC 1 Sec 9
NRC - 1st	BSTs FCC 1 Sec 9
NRC - Add'l	BSTs FCC 1 Sec 9
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost-Manual Svc Order - NRC-1st	BSTs FCC 1 Sec 9
NRC - Incremental Cost-Manual Svc Order - NRC-Add'l	BSTs FCC 1 Sec 9
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	BSTs FCC 1 Sec 9
Switched Common Transport per DA Access Service per call per mile	BSTs FCC 1 Sec 9
Access Tandem Switching per DA Access Service per call	BSTs FCC 1 Sec 9
DA Interconnection, per DA Access Service Call	BSTs FCC 1 Sec 9
Directory Transport-Installation NRC, per trunk or signaling connection	
NRC - 1st	BSTs FCC 1 Sec9
NRC - Add'l	BSTs FCC 1 Sec9
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
Directory Assistance Database Service (DADS)	
Directory Assistance Database Service cost per listing	$0.00072
Directory Assistance Database Service, per month	$97.39
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	$0.023
Direct Access to Directory Assistance Service, svc estab chg-NRC	$1,000.00
Direct Access to Directory Assistance Service, svc estab chg-NRC-Disconnect	NA
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - RCF	
RCF, per number ported (Business Line), 10 paths	$2.25
RCF, per number ported (Residence Line), 6 paths	$1.15
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	$0.50
RCF, per service order, per location - NRC - 1st	None
RCF, per service order, per location - NRC - Add'l	None
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 PROVIDER NUMBER PORTABILITY - 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 POLES, DUCTS, CONDUITS & RIGHTS OF WAY (9)	
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	To be negotiated
AIN, per message	NA
AIN - BellSouth AIN SMS Access Service	NA
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	NA
AIN, Service Creation Tools	NA
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
CALLING NAME (CNAM) QUERY SERVICE - DATABASE OWNER	
CNAM, Per Query	NA
DARK FIBER	
Per each four-fiber dry fiber arrangement, NRC 1st	$2,298.00
Per each four-fiber dry fiber arrangement, NRC Add'l	$737.85
NRC – Incremental Charge – Manual Service Order – 1st	NA
NRC – Incremental Charge – Manual Service 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	$56.53
Per four fiber strands, per route foot or fraction thereof, per month	NA
SELECTIVE ROUTING	
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) When ACI buys the switch at the unbundled element rate it will receive vertical services at no additional charge, but when it buys combinations of elements to produce a BellSouth retail service, and thus comes under the resale pricing provisions, it must also pay the wholesale rate for vertical services, if those services are in the retail tariff on the effective date of the agreement. Vertical services which are not in the retail tariff but which can be provided by the switch will be available at no additional charges.) (6) This rate element is for use in those states with a different rate for additional minutes of use. (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
Exhibit 8

South Carolina

SOUTH CAROLINA

PRICING

1. **General Principles**

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

2. **Local Service Resale**

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

Residential Service	14.8%
Business Service:	14.8%

3. **Unbundled Network Elements**

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

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

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

5. **Ancillary Functions**

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

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

6. **Local Number Portability**

The 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**

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

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

Rates for Operational Support Systems are set forth in Table 1. In addition to OSS charges, applicable service order and related charges apply per the tariff for resale and per Table 1 of this Attachment 11 for unbundled network elements.

TABLE 1

BELLSOUTH/CLEC RATES - SOUTH CAROLINA
LOCAL INTERCONNECTION AND UNBUNDLED NETWORK ELEMENTS

NIDs	
NID (all types), per month	NA
Installation of 2-Wire/4-Wire CLEC NID, NRC-1st	NA
Installation of 2-Wire/4-Wire CLEC NID, NRC-Add'l	NA
NID to NID Cross Connect, 2-Wire or 4-Wire, NRC	NA
NID per 2-Wire Analog VG Loop, Per Month	$1.13
NRC - 1st	$1.36
NRC - Add'l	$1.36
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC – Incremental Charge – Manual Svc Ord – 1st	$44.42
NRC – Incremental Charge – Manual Svc Ord – Add'l	$13.55
NRC – Incremental Charge – Manual Svc Ord - Disconnect	NA
NID per 4-Wire Analog VG Loop, Per Month	$1.25
NRC - 1st	$1.35
NRC - Add'l	$1.35
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC – Incremental Charge – Manual Svc Ord – 1st	$44.06
NRC – Incremental Charge – Manual Svc Ord – Add'l	$13.55
NRC – Incremental Charge – Manual Svc Ord - Disconnect	NA
NID per 2-Wire ISDN Digital VG Loop, Per Month	$1.13
NRC - 1st	$1.36
NRC - Add'l	$1.36
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC – Incremental Charge – Manual Svc Ord – 1st	$44.42
NRC – Incremental Charge – Manual Svc Ord – Add'l	$13.55
NRC – Incremental Charge – Manual Svc Ord - Disconnect	NA
NID per 2-Wire Asymmetrical Dig Subscriber Line (ADSL) Loop, Per Mo.	$1.13
NRC - 1st	$1.36
NRC - Add'l	$1.36
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC – Incremental Charge – Manual Svc Ord – 1st	$44.42
NRC – Incremental Charge – Manual Svc Ord – Add'l	$13.55
NRC – Incremental Charge – Manual Svc Ord - Disconnect	NA
NID per 2-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop	$1.13
NRC - 1st	$1.36
NRC - Add'l	$1.36
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC – Incremental Charge – Manual Svc Ord – 1st	$44.42
NRC – Incremental Charge – Manual Svc Ord – Add'l	$13.55
NRC – Incremental Charge – Manual Svc Ord - Disconnect	NA
NID per 4-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop	$1.25
NRC - 1st	$1.35
NRC - Add'l	$1.35

NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC – Incremental Charge – Manual Svc Ord – 1st	$44.06
NRC – Incremental Charge – Manual Svc Ord – Add'l	$13.55
NRC – Incremental Charge – Manual Svc Ord - Disconnect	NA
NID per 4-Wire 56 Kbps Dig Grade Loop	$1.25
NRC - 1st	$1.35
NRC - Add'l	$1.35
NRC – Disconnect Chg - 1st	NA
NRC – Disconnect Chg - Add'l	NA
NRC – Incremental Charge – Manual Svc Ord – 1st	$44.06
NRC – Incremental Charge – Manual Svc Ord – Add'l	$13.55
NRC – Incremental Charge – Manual Svc Ord - Disconnect	NA
NID per 4-Wire 64 Kbps Dig Grade Loop	$1.25
NRC - 1st	$1.35
NRC - Add'l	$1.35
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC – Incremental Charge – Manual Svc Ord – 1st	$44.06
NRC – Incremental Charge – Manual Svc Ord – Add'l	$13.55
NRC – Incremental Charge – Manual Svc Ord - Disconnect	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	
2-Wire Analog VG Loop, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire Analog VG Loop-SL1, per month	$22.49
NRC - 1st	$70.44
NRC - Add'l	$44.05
NRC - Incremental Charge--Manual Service Order—1st	$44.42
NRC - Incremental Charge--Manual Service Order—Add'l	$13.55
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA

NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	$45.43
2-Wire Analog VG Loop-SL1-Manual Order Coord	
NRC - 1st	$62.10
NRC - Add'l	$62.10
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
2-Wire Analog VG Loop-SL2, per month	$26.25
NRC - 1st	$178.12
NRC - Add'l	$128.80
NRC - Incremental Charge--Manual Service Order—1st	$44.42
NRC - Incremental Charge--Manual Service Order—Add'l	$13.55
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	$45.43
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	$35.86
NRC - 1st	$383.39
NRC - Add'l	$286.77
NRC - Incremental Charge--Manual Service Order—1st	$44.06
NRC - Incremental Charge--Manual Service Order—Add'l	$13.55
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	$45.43
4-Wire Analog VG Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire ISDN Digital Grade Loop, per month	$32.47
NRC - 1st	$423.04
NRC - Add'l	$301.75
NRC - Incremental Charge--Manual Service Order—1st	$44.42
NRC - Incremental Charge--Manual Service Order—Add'l	$13.55
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	$45.43
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	$20.81
NRC - 1st	$600.61
NRC - Add'l	$507.33
NRC - Incremental Charge--Manual Service Order—1st	$44.42
NRC - Incremental Charge--Manual Service Order—Add'l	$13.55
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA

NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	$45.43
2-Wire ADSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop, per month	$14.86
NRC - 1st	$600.61
NRC - Add'l	$507.33
NRC - Incremental Charge--Manual Service Order—1st	$44.42
NRC - Incremental Charge--Manual Service Order—Add'l	$13.55
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	$45.43
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	$19.73
NRC - 1st	$625.11
NRC - Add'l	$532.78
NRC - Incremental Charge--Manual Service Order—1st	$44.06
NRC - Incremental Charge--Manual Service Order—Add'l	$13.55
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	$45.43
4-Wire HDSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire DS1 Digital Loop, per month	$72.55
NRC - 1st	$715.77
NRC - Add'l	$421.50
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-1st	$43.77
NRC - Incremental Charge--Manual Svc Order-Addl	$13.55
NRC - Incremental Charge--Manual Svc Order-Disconnect	NA
NRC - Order Coordination for Specified Conversion Time	$48.47
4-Wire 56 Kbps Dig Grade Loop, per month	$41.70
NRC - 1st	$602.73
NRC - Add'l	$393.50
NRC - Incremental Charge--Manual Service Order—1st	$44.06
NRC - Incremental Charge--Manual Service Order—Add'l	$13.55
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	$45.43
4-Wire 64 Kbps Dig Grade Loop, per month	$41.70
NRC - 1st	$602.73
NRC - Add'l	$393.50
NRC - Incremental Charge--Manual Service Order—1st	$44.06
NRC - Incremental Charge--Manual Service Order—Add'l	$13.55
NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA

NRC - Order Coordination for Specified Conversion Time	$45.43
Unbundled Loops via IDLC	NA
SUB-LOOPS	
Sub-Loop 2-Wire Analog	NA
Loop Feeder per 2-Wire Analog VG Loop, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
Loop Distribution per 2-Wire Analog VG Loop (Including NID), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge—Manual Service Order—1st	NA
NRC - Incremental Charge—Manual Service Order—Add'l	NA
NRC - Incremental Charge—Manual Service Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
Loop Distribution per 2-Wire Analog VG Loop (Excluding NID), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
Loop Distribution per 4-Wire Analog VG Loop (Incl NID), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
Unbundled Network Terminating Wire	
UNTW Pair, per pair, per month	NA
Site Visit Survey, per MDU/MTU Complex, NRC	NA
Site Visit Set-Up – Terminal Preparation, per terminal	
NRC - 1st terminal	NA
NRC – add'l terminal	NA
Access Terminal Provisioning & 1st 25 pair panel, per terminal, NRC	NA
Existing Access Terminal Provisioning, 2nd 25 pair panel, per terminal, NRC	NA
UNTW Pair Provisioning, per pair, NRC	NA
Service Visit for Provisioning, per request, per premises, NRC	NA
Manual Service Order, NRC	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 Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - Disconnect	NA
Working Plug-In 2-Wire, NRC 1st	NA
Working Plug-In 2-Wire, NRC Add'l	NA
Loop Concentration - Remote Terminal Cabinet (Outside CO)	NA
Loop Concentration - Remote Channel Interface - 2-Wire VG (Outside CO), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Incremental Charge—Manual Svc Order—1st	NA
NRC - Incremental Charge—Manual Svc Order—Add'l	NA

NRC - Incremental Charge—Manual Svc Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
Loop Channelization System (Inside C.O.)	
Loop Channelization Sys-Dig Loop Carrier per Mo. (DS1 to VG), per month	$363.77
NRC - 1st	$426.32
NRC - Add'l	$102.99
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	$43.77
NRC - Incremental Charge--Manual Svc Order - Add'l	$13.55
NRC - Incremental Charge--Manual Svc Order - Disconnect	NA
CO Channel Interface-2-Wire VG Per Circuit, Per Month	$1.04
NRC - 1st	$35.75
NRC - Add'l	$35.51
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
NRC - Incremental Charge--Manual Service Order—Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
UNBUNDLED LOCAL EXCHANGE SWITCHING (PORTS)	
2-Wire Analog Line Port (Res., Bus.), per month	$2.35
NRC - 1st (all types)	$24.98
NRC - Add'l (all types)	$24.98
NRC - 1st (Residence)	NA
NRC - Add'l (Residence)	NA
NRC - 1st (Business)	NA
NRC - Add'l (Business)	NA
NRC - 1st (PBX)	NA
NRC - Add'l (PBX)	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	$44.42
NRC - Incremental Charge--Manual Svc Order - Add'l	$14.63
NRC - Incremental Charge--Manual Svc Order – Disconnect - 1st	NA
NRC - Incremental Charge--Manual Svc Order – Disconnect – Add'l	NA
2-Wire Analog Line Port (Res., Bus.) including all available features, per month	$8.64
NRC - 1st (all types)	$61.22
NRC - Add'l (all types)	$61.22
NRC - Disconnect Chg – 1st	NA
NRC - Disconnect Chg – Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	$44.42
NRC - Incremental Charge--Manual Svc Order - Add'l	$14.63
NRC – Incremental Charge—Manual Svc Order – Disconnect - 1st	NA
NRC – Incremental Charge—Manual Svc Order – Disconnect – Add'l	NA
2-Wire Analog Line Port (Res., Bus.) including three available feature, per month	$5.38
NRC - 1st (all types)	$29.51
NRC - Add'l (all types)	$29.51
NRC - Disconnect Chg – 1st	NA
NRC - Disconnect Chg – Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	$44.42
NRC - Incremental Charge--Manual Svc Order - Add'l	$14.63
NRC - Incremental Charge--Manual Svc Order - Disconnect	NA
4-Wire Analog VG Port, per month	$2.28
NRC - 1st	$3.50

NRC - Add'l	$3.50
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - Disconnect	NA
2-Wire DID Port, per month	$12.08
NRC - 1st	$50.00
NRC - Add'l	$50.00
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - Disconnect	NA
4-Wire DS1 Port w/DID capability, per month	$130.23
NRC - 1st	$60.00
NRC - Add'l	$60.00
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - Disconnect	NA
2-Wire ISDN Port(2) (3), per month	$33.74
NRC - 1st	$65.79
NRC - Add'l	$65.79
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	$67.52
NRC - Incremental Charge--Manual Svc Order - Add'l	$67.52
NRC - Incremental Charge--Manual Svc Order-Disconnect 1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect Addl	NA
NRC - User Profile per B Channel (4)	NA
2-Wire ISDN Port(2) (3) including all available features, per month	$38.68
NRC - 1st	$106.40
NRC - Add'l	$106.40
NRC - Incremental Charge--Manual Svc Order - 1st	$67.52
NRC - Incremental Charge--Manual Svc Order - Add'l	$67.52
2-Wire ISDN Port(2) (3) including three available features, per month	$36.01
NRC - 1st	$70.32
NRC - Add'l	$70.32
NRC - Incremental Charge--Manual Svc Order - 1st	$67.52
NRC - Incremental Charge--Manual Svc Order - Add'l	$67.52
4-Wire ISDN DS1 Port, per month	$214.79
NRC - 1st	$278.37
NRC - Add'l	$278.37
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	$65.48
NRC - Incremental Charge--Manual Svc Order - Add'l	$65.48
NRC - Incremental Charge--Manual Svc Order-Disconnect 1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect Addl	NA
4-Wire ISDN DS1 Port including all available features, per month	$251.00
NRC - 1st	$311.73
NRC - Add'l	$311.73
NRC - Incremental Charge--Manual Svc Order - 1st	$65.48

NRC - Incremental Charge--Manual Svc Order - Add'l	$65.48
2-Wire Analog Line Port (PBX), per month	$2.35
NRC - 1st	$24.36
NRC - Add'l	$24.36
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	$41.86
NRC - Incremental Charge--Manual Svc Order - Add'l	$14.46
NRC - Incremental Charge--Manual Svc Order-Disconnect – 1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect – Add'l	NA
2-Wire Analog Line Port (PBX) including all available features, per month	$8.67
NRC - 1st	$60.60
NRC - Add'l	$60.60
NRC - Incremental Charge--Manual Svc Order - 1st	$41.86
NRC - Incremental Charge--Manual Svc Order - Add'l	$14.46
2-Wire Analog Line Port (PBX) including three available features, per month	$5.38
NRC - 1st	$28.89
NRC - Add'l	$28.89
NRC - Incremental Charge--Manual Svc Order - 1st	$41.86
NRC - Incremental Charge--Manual Svc Order - Add'l	$14.46
2-Wire Analog Hunting, per line per month	See features
NRC - 1st	See features
NRC - Add'l	See features
Coin Port, per month	$2.77
NRC - 1st	$24.75
NRC - Add'l	$24.75
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	$43.48
NRC - Incremental Charge--Manual Svc Order - Add'l	$14.57
NRC - Incremental Charge--Manual Svc Order - Disconnect – 1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect – Add'l	NA
Vertical Features	
Local Switching Features offered with Port, Per month	See above
Subsequent Order Charge—Electronic	NA
Subsequent Order Charge--Incremental Charge--Manual Svc Order	NA
Three-Way Calling, per month	$1.10
NRC	$1.51
NRC – Disconnect	NA
Customer Changeable Speed Calling, per month	$.1247
NRC	$1.51
NRC – Disconnect	NA
Call Waiting	$.0665
NRC	$1.51
NRC – Disconnect	NA
Remote Activation of Call Fordwarding, per month	$.3743
NRC	$1.51
NRC – Disconnect	NA
Cancel Call Waiting, per month	$.0099
NRC	$1.51
NRC – Disconnect	NA
Automatic Callback, per month	$.8015
NRC	$1.51
NRC – Disconnect	NA
Automatic Recall, per month	$.3102

NRC	$1.51
NRC – Disconnect	NA
Calling Number Delivery, per month	$.3272
NRC	$1.51
NRC – Disconnect	NA
Calling Number Delivery Blocking, per month	$.3684
NRC	$1.51
NRC – Disconnect	NA
Customer Originated Trace, per month	$.1402
NRC	$1.51
NRC – Disconnect	NA
Selective Call Rejection, per month	$.1528
NRC	$1.51
NRC – Disconnect	NA
Selective Call Forwarding, per month	$.1287
NRC	$1.51
NRC – Disconnect	NA
Selective Call Acceptance, per month	$.3283
NRC	$1.51
NRC – Disconnect	NA
Multiline Hunt Service (Rotary) Service per line, (in addition to port) , per month	$.1301
NRC	$1.51
NRC – Disconnect	NA
Call Forwarding Variable, per month	$.0768
NRC	$1.51
NRC – Disconnect	NA
Call Forwarding Busy Line, per month	$.0603
NRC	$1.51
NRC – Disconnect	NA
Call Forwarding Don't Answer All Calls, per month	$.0655
NRC	$1.51
NRC – Disconnect	NA
Remote Call Forwarding, per month	$1.41
NRC	$1.51
NRC – Disconnect	NA
Call Transfer, per month	$.1392
NRC	$1.51
NRC – Disconnect	NA
Call Hold, per month	$.0677
NRC	$1.51
NRC – Disconnect	NA
Toll Restricted Service, per month	$.0743
NRC	$1.51
NRC – Disconnect	NA
Message Waiting Indicator – Stutter Dial Tone, per month	$.0318
NRC	$1.51
NRC – Disconnect	NA
Anonymous Call Rejection, per month	$1.13
NRC	$1.51
NRC – Disconnect	NA
Shared Call Appearances of a DN, per month	$.3513
NRC	$1.47
NRC – Disconnect	NA
Multiple Call Appearances, per month	$.0891

NRC	$1.47
NRC – Disconnect	NA
ISDN Bridged Call Exclusion, per month	$.0013
NRC	$1.47
NRC – Disconnect	NA
Call by Call Access, per month	$.3621
NRC	$33.36
NRC – Disconnect	NA
Privacy Release, per month	$.0116
NRC	$1.51
NRC – Disconnect	NA
Multi Appearance Directory Number Calls, per month	$.1048
NRC	$1.51
NRC – Disconnect	NA
Make Set Busy, per month	$.0101
NRC	$1.51
NRC – Disconnect	NA
Teen Service (Res. Dist. Alerting Service), per month	$.2149
NRC	$1.51
NRC – Disconnect	NA
Code Restriction and Diversion, per month	$.0708
NRC	$1.51
NRC – Disconnect	NA
Call Park, per month	$.0694
NRC	$1.51
NRC – Disconnect	NA
Automatic Line, per month	$.1179
NRC	$1.51
NRC – Disconnect	NA
ISDN Message Waiting Indication-Lamp, per month	$.0138
NRC	$1.47
NRC – Disconnect	NA
ISDN Feature Function Buttons	
NRC	$1.51
NRC – Disconnect	NA
Subsequent Ordering Charge – (per order, per line)	
NRC – Electronic – 1st	$1.36
NRC – Electronic – Add'l	$.71
NRC – Manual – 1st	$7.35
NRC – Manual – Add'l	$.95
NRC – Disconnect	NA
Unbundled End Office Switching (Port Usage)	
End Office Switching Function, per mou	$.0019295
End Office Switching Function, add'l mou (5)	NA
End Office Interoffice Trunk Port—Shared, per mou	$.0002581
Unbundled Tandem Switching (Port Usage) (Local or Access Tandem)	
Tandem Switching Function per mou	$.0006843
Tandem Interoffice Trunk Port--Shared per mou	$.0004034
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 INTEROFFICE TRANSPORT	
Common (Shared) Transport	
Common (Shared) Transport per mile per mou	$.0000121
Common (Shared) Transport Facilities Termination per mou	$.0004672
Interoffice Transport - Dedicated - VG	

Interoffice Transport - Dedicated - 2-Wire VG - per mile	$.0373
Interoffice Transport - Dedicated - 2-Wire VG - facilities termination per month	$21.42
NRC - 1st	$136.44
NRC - Add'l	$51.37
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	$39.63
NRC - Incremental Charge--Manual Svc Order - Add'l	$39.63
NRC - Incremental Charge--Manual Svc Order-Disconnect--1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect—Addl	NA
Interoffice Transport - Dedicated - DS0 - 56/64 KBPS	
Interoffice Transport - Dedicated - DS0 - per mile per month	$.0373
Interoffice Transport - Dedicated - DS0 - facilities termination per month	$20.71
NRC - 1st	$136.44
NRC - Add'l	$51.37
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	$39.63
NRC - Incremental Charge--Manual Svc Order - Add'l	$39.63
NRC - Incremental Charge--Manual Svc Order-Disconnect--1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect—Addl	NA
Interoffice Transport - Dedicated - DS1	
Interoffice Transport - Dedicated - DS1 - per mile per month	$.7598
Interoffice Transport - Dedicated - DS1 - facilities termination per month	$94.98
NRC - 1st	$216.27
NRC - Add'l	$162.70
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	$39.63
NRC - Incremental Charge--Manual Svc Order - 1st	$39.63
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect—Addl	NA
Interoffice Transport - Dedicated - DS3	
Interoffice Transport - Dedicated - DS3 - per mile per month	$14.96
Interoffice Transport - Dedicated - DS3 - facilities termination per month	$870.31
NRC - 1st	$806.00
NRC - Add'l	$588.00
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order - 1st	NA
NRC - Incremental Charge—Manual Svc Order - Add'l	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect--1st	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect--Addl	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	$16.83
NRC - 1st	$554.00
NRC - Add'l	$88.58
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	$43.75
NRC - Incremental Charge--Manual Svc Order - Add'l	$13.55
NRC - Incremental Charge--Manual Svc Order-Disconnect	NA
Local Channel - Dedicated - 4-Wire VG	$18.05
NRC - 1st	$562.46
NRC - Add'l	$91.57
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	$43.75
NRC - Incremental Charge--Manual Svc Order - Add'l	$13.55
NRC - Incremental Charge--Manual Svc Order-Disconnect	NA
Local Channel - Dedicated - DS1	$37.20
NRC - 1st	$534.81
NRC - Add'l	$462.81
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order	$87.99
NRC - Incremental Charge--Manual Svc Order-Disconnect	$3.11
Local Channel - Dedicated – DS3	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order- 1st	NA
NRC - Incremental Charge—Manual Svc Order – Add'l	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect – 1st	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect – Add'l	NA
VIRTUAL COLLOCATION	
Virtual Collocation	BST Tariff Rates
Virtual Collocation - NRC – Application Chg	NA
Virtual Collocation – Cable Installation Chg, per cable	NA
Virtual Collocation – Floor Space, per square feet	NA
Virtual Collocation – Floor Space Power, per ampere	NA
Virtual Collocation – Cable Support Structure, per entrance cable	NA
Virtual Collocation – 2-Wire Cross Connects	$0.1024
NRC – 1st	$41.50
NRC – Add'l	$38.94
NRC – Disconnect Chg – 1st	NA
NRC – Disconnect Chg – Add'l	NA
NRC – Incremental Charge – Manual Svc Order – 1st	$5.16
NRC – Incremental Charge – Manual Svc Order – Add'l	$5.16
NRC – Incremental Charge – Manual Svc Order – Disconnect - 1st	NA
NRC – Incremental Charge – Manual Svc Order – Disconnect - Add'l	NA
Virtual Collocation – 4-Wire Cross Connects	$0.2047
NRC – 1st	$41.56
NRC – Add'l	$38.90
NRC – Disconnect Chg – 1st	NA

NRC – Disconnect Chg – Add'l	NA
NRC – Incremental Charge – Manual Svc Order – 1st	$5.12
NRC – Incremental Charge – Manual Svc Order – Add'l	$5.12
NRC – Incremental Charge – Manual Svc Order – Disconnect - 1st	NA
NRC – Incremental Charge – Manual Svc Order – Disconnect - Add'l	NA
Virtual Collocation – DS1 Cross Connects	NA
NRC – 1st	NA
NRC – Add'l	NA
Virtual Collocation – DS3 Cross Connects	NA
NRC – 1st	NA
NRC – Add'l	NA
Virtual Collocation – Security Escort – basic, per ½ hour	
NRC – 1st	NA
NRC – Add'l	NA
Virtual Collocation – Security Escort – overtime, per ½ hour	
NRC – 1st	NA
NRC – Add'l	NA
Virtual Collocation – Security Escort – premium, per ½ hour	
NRC – 1st	NA
NRC – Add'l	NA
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	
End Office Switching, per mou	$.0019295
Tandem Switching, per mou	$.0006843
Tandem Switching (assumes 5 miles of transport per mou)	NA
Transport	UNE prices for shared/ common and dedicated transport apply as appropriate.
All terms and conditions, as well as charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and CLEC-1 shall be as set forth in Section E.6 of the appropriate BellSouth intrastate access tariff.	BST State Access Tariff Rates
Tandem Switch + Transport	NA
Combined Tandem Switch Interconnection	NA
Multi-tandem Interconnection	NA
800 ACCESS TEN DIGIT SCREENING SERVICE	
800 Access Ten Digit Screening (all types), per call (6)	$.0005227
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	$6.38
Reservation Charge per 800 number reserved--NRC - Add'l	$0.9583

NRC - Incremental Charge--Manual Service Order—1st	$27.84
NRC - Incremental Charge--Manual Service Charge—Add'l	NA
Per 800 # Established w/o POTS (w/800 No.) Translations	
NRC - 1st	$22.63
NRC - Add'l	$2.73
NRC - Incremental Charge--Manual Service Order—1st	$42.95
NRC - Incremental Charge--Manual Service Order—Add'l	NA
NRC - Incremental Charge--Manual Service Order - Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
Per 800 # Established with POTS Translations	
NRC - 1st	$22.63
NRC - Add'l	$2.73
NRC - Incremental Charge--Manual Service Charge—1st	$42.95
NRC - Incremental Charge--Manual Service Charge—Add'l	NA
NRC - Incremental Charge--Manual Service Order - Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
Customized Area of Service per 800 Number	
NRC - 1st	$5.64
NRC - Add'l	$2.82
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
Multiple Inter LATA Carrier Routing per Carrier Requested per 800 #	
NRC - 1st	$6.60
NRC - Add'l	$3.78
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
Change Charge per request	
NRC - 1st	$7.34
NRC - Add'l	$.9583
NRC - Incremental Charge--Manual Service Charge—1st	$27.84
NRC - Incremental Charge--Manual Service Order—Add'l	NA
Call Handling and Destination Features - NRC-1st	$5.64
Call Handling and Destination Features - NRC-Add'l	$5.64
LINE INFORMATION DATABASE ACCESS (LIDB)	
LIDB Common Transport per query	$.0000442
LIDB Validation per query	$.0141003
LIDB Originating Point Code Establishment or Change - NRC	$61.62
NRC - Incremental Charge—Manual Svc Order – 1st	$27.84
NRC - Incremental Charge—Manual Svc Order – Add'l	$27.84
CCS7 SIGNALING TRANSPORT SERVICE	
CCS7 Signaling Connection, per link (A link) per month	$21.79
NRC	$277.07
NRC - Incremental Charge—Manual Svc Order	$42.95
NRC - Disconnect	NA
NRC – Incremental Charge – Manual Svc Order - Disconnect	NA
CCS7 Signaling Connection, per link (B link) (also known as D link) per month	$21.79
NRC	$277.07
NRC - Incremental Charge—Manual Svc Order	$42.95
NRC - Disconnect	NA
NRC – Incremental Charge – Manual Svc Order - Disconnect	NA
CCS7 Signaling Termination, per STP port per month	$156.33
CCS7 Signaling Usage, per ISUP message	$.0000452

(applicable when measurement and billing capability exists.)	
CCS7 Signaling Usage, per TCAP message (applicable when measurement and billing capability exists.)	$.0001108
CCS7 Signaling Usage Surrogate, per link per LATA per mo (7)	$396.55
CCS7 Signaling Point Code, Establishment or Change, per STP affected	
NRC	$62.00
OPERATIONAL SUPPORT SYSTEMS	
OSS Interactive Ordering and Trouble Maint. Estab, per user per month	NA
NRC	NA
OSS OLEC Daily Usage File: Recording, per message	$.0002862
OSS OLEC Daily Usage File: Message Processing, per message	$.0032344
OSS Access Daily Usage File: Message Processing, per message	$.004
OSS OLEC Daily Usage File: Message Distribution, per magnetic tape provisioned	$54.72
OSS Access Daily Usage File: Message Distribution, per magnetic tape provisioned	$54.95
OSS OLEC Daily Usage File: Data Transmission (CONNECT:DIRECT), per message	$.0000357
OSS Access Daily Usage File: Data Transmission (CONNECT:DIRECT), per message	$.001
OSS Order Charge, per 1,000 LSRs received from the CLEC by one of the OSS interactive interfaces, per month (per CLEC basis) First 1,000 LSRs received	NA
OSS Order Charge, 1,000 LSRs received from the CLEC by one of the OSS interactive interfaces, per month (per CLEC basis) Each additional 1,000 LSRs received	NA
OSS Order charge, per LSR received from the CLEC by one of the OSS interactive interfaces	$7.45
Incremental charge per LSR received from the CLEC by means other than one of the OSS interactive interfaces	$19.99
OPERATOR CALL PROCESSING	
Operator Provided Call Handling per min - Using BST LIDB	$1.21
Call Completion Access Termination Charge per call attempt	$.08
Operator Provided Call Handling per min - Using Foreign LIDB	$1.25
Call Completion Access Termination Charge per call attempt	$.08
Operator Provided Call Handling, per call	NA
Fully Automated Call Handling per call - Using BST LIDB	$.1115808
Fully Automated Call Handling per call - Using Foreign LIDB	$.1293459
Recording Charge per announcement	
NRC – Initial	$1,652.00
NRC – Subsequent	$1,649.00
NRC – Disconnect Charge – 1st	NA
NRC – Disconnect Charge – Add'l	NA
Recording Charge per Branded Announcement – Disconnect – Intial	NA
Recording Charge per Branded Announcement – Disconnect – Subsequent	NA
Loading Charge per branded announcement	
NRC – Initial	$253.42
NRC – Subsequent	$253.42
INWARD OPERATOR SERVICES	
Verification, per minute	$1.15
Verification and Emergency Interrupt, per minute	$1.15
Verification, per call	NA
Verification and Emergency Interrupt, per call	NA
DIRECTORY ASSISTANCE SERVICES	
Directory Assist Call Completion Access Svc (DACC), per call attempt	$.0638883
Call Completion Access Term charge per completed call	$.08
Number Services Intercept per query	$.0124036
Number Services Intercept per Intercept Query Update	NA
Directory Assistance Access Service Calls, per call	$.2619983

Recording Charge per announcement	NA
NRC – Initial	$1,652.00
NRC – Subsequent	$1,649.00
NRC – Disconnect Charge – 1st	NA
NRC – Disconnect Charge – Add'l	NA
NRC - Incremental Charge--Manual Service Order—1st	NA
NRC - Incremental Charge--Manual Service Order—Add'l	NA
Recording Charge per Branded Announcement – Disconnect – Intial	NA
Recording Charge per Branded Announcement – Disconnect – Subsequent	NA
Loading Charge per audio unit	NA
NRC - Incremental Charge—Manual Svc Order	NA
Loading Charge per branded announcement	
NRC – Initial	$253.42
NRC – Subsequent	$253.42
Directory Transport	
Directory Transport – Local Channel DS1, per month	$37.20
NRC - 1st	$534.81
NRC - Add'l	$462.81
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge-Manual Svc Order - NRC	$87.99
NRC - Incremental Charge-Manual Svc Order - NRC-Disconnect	$3.11
Directory Transport - Dedicated DS1 Level Interoffice per mile per mo	$.7598
Directory Transport - Dedicated DS1 Level Interoffice per facility termination per mo	$94.98
NRC - 1st	$216.27
NRC - Add'l	$162.70
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge-Manual Svc Order - NRC-1st	$39.63
NRC - Incremental Charge-Manual Svc Order - NRC-Add'l	$39.63
NRC - Incremental Charge-Manual Svc Order - NRC-Disconnect-1st	NA
NRC - Incremental Charge-Manual Svc Order - NRC-Disconnect- Add'l	NA
Switched Common Transport per DA Access Service per call	$.000327
Switched Common Transport per DA Access Service per call per mile	$.0000303
Access Tandem Switching per DA Access Service per call	$.0024809
DA Interconnection, per DA Access Service Call	$.000269
Directory Transport-Installation NRC, per trunk or signaling connection	
NRC - 1st	$407.81
NRC - Add'l	$11.00
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
Directory Assistance Database Service (DADS)	
Directory Assistance Database Service Charge per listing	$.0444
Directory Assistance Database Service, per month	$127.23
Direct Access to Directory Assistance (DADAS)	
Direct Access to Directory Assistance Service, per month	$6,983.00
Direct Access to Directory Assistance Service, per query	$.0468212
Direct Access to Directory Assistance Service, svc estab chg-NRC	$1,173.00
NRC - Incremental Charge—Manual Svc Order-1st	NA
Direct Access to Directory Assistance Service, svc estab chg-NRC-Disconnect	NA
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - 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	$2.17
RCF, per number ported (Residence Line), each path	$2.17

RCF, per number ported (Res or Bus Line)	NA
NRC	$.7046
NRC - Disconnect Chg	NA
RCF, add'l capacity for simultaneous call forwarding, per additional path	$.3854
RCF, per service order, per location - NRC - 1st	$1.37
RCF, per service order, per location - NRC - Add'l	$1.37
NRC – Incremental Charge _ Manual Svc Order – 1st	$44.70
NRC – Incremental Charge _ Manual Svc Order – Add'l	$44.70
RCF, per service order, per location - NRC - Disconnect - 1st	NA
RCF, per service order, per location - NRC - Disconnect - Add'l	NA
NRC – Incremental Charge – Manual Svc Order – 1st	NA
NRC – Incremental Charge – Manual Svc Order – Add'l	NA
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - DID	
DID per number ported, Residence - NRC	$2.25
DID per number ported, Residence - NRC - Disconnect	NA
DID per number ported, Business - NRC	$2.25
DID per number ported, Business - NRC - Disconnect	NA
DID per service order, per location - NRC - 1st	$1.37
DID per service order, per location - NRC - Add'l	$1.37
NRC - Incremental Charge—Manual Svc Order – 1st	$44.70
NRC - Incremental Charge—Manual Svc Order – Add'l	$44.70
DID per service order, per location - NRC - Disconnect - 1st	NA
DID per service order, per location - NRC - Disconnect - Add'l	NA
NRC - Incremental Charge—Manual Svc Order – Disconnect - 1st	NA
NRC - Incremental Charge—Manual Svc Order – Disconnect - Add'l	NA
DID, per trunk termination, Initial	$13.16
DID, per trunk termination, Initial - NRC	$218.03
DID, per trunk termination, Initial - Disconnect	NA
DID, per trunk termination, Subsequent	$13.16
DID, per trunk termination, Subsequent - NRC	$73.63
DID, per trunk termination, Subsequent - Disconnect	NA
ACCESS TO POLES, DUCTS, CONDUITS & RIGHTS OF WAY (8)	
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, per message	NA
AIN - BellSouth AIN SMS Access Service	NA
AIN SMS Access Svc - Svc Estab per state, initial setup - NRC	$296.16
AIN SMS Access Svc - Svc Estab per state, initial setup - NRC - Disconnect	NA
AIN SMS Access Svc - Port Connection-Dial/Shared Access - NRC	$87.29
AIN SMS Access Svc - Port Connection-Dial/Shared Access - NRC-Disconnect	NA
AIN SMS Access Svc - Port Connection - ISDN Access - NRC	$87.29
AIN SMS Access Svc - Port Connection - ISDN Access - NRC - Disconnect	NA
AIN SMS Access Svc - User ID Codes - per User ID Code - NRC	$202.08
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	$172.26
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)	$.0028
AIN SMS Access Service - Session, per minute	$.0942966
AIN SMS Access Service - Co. Performed Session, per minute	$2.07
AIN - BellSouth AIN Toolkit Service	NA
AIN, Service Creation Tools	NA

Service Establishment Charge, per state, initial setup - NRC	$291.41
Service Establishment Charge, per state, initial setup - NRC - Disconnect	NA
Training Session, per customer - NRC	$8,333.00
Training Session, per customer – NRC -Disconnect	NA
Trigger Access Charge, per trigger, per DN, Term. Attempt - NRC	$73.02
Trigger Access Charge, per trigger, per DN, Term. Attempt - NRC - Disconnect	NA
Trigger Access Charge, per trigger per DN, Off-Hook Delay - NRC	$73.02
Trigger Access Charge, per trigger per DN, Off-Hook Delay - NRC - Disconnect	NA
Trigger Access Charge, per trigger, per DN, Off-Hook Immediate - NRC	$73.02
Trigger Access Charge, per trigger, per DN, Off-Hook Immediate - Disconnect	NA
Trigger Access Charge, per trigger, per DN, 10-Digit PODP - NRC	$150.25
Trigger Access Charge, per trigger, per DN, 10-Digit PODP - Disconnect	NA
Trigger Access Charge, per trigger, per DN, CDP - NRC	$150.25
Trigger Access Charge, per trigger, per DN, CDP - Disconnect	NA
Trigger Access Charge, per trigger, per DN, Feature Code - NRC	$150.25
Trigger Access Charge, per trigger, per DN, Feature Code - Disconnect	NA
Query Charge, per query	$.0250662
Type 1 Node Charge, per AIN Toolkit Subscription, per node, per query	$.0062979
SCP Storage Charge, per SMS Access Acct, per 100 Kb	$1.73
Monthly report - per AIN Toolkit Service Subscription	$15.93
Monthly report - per AIN Toolkit Service Subscription - NRC	$72.15
Monthly report - per AIN Toolkit Service Subscription - NRC - Disconnect	NA
Special Study - Per AIN Toolkit Service Subscription	$.0872769
Special Study - Per AIN Toolkit Service Subscription - NRC	$47.35
Special Study - Per AIN Toolkit Service Subscription – NRC – Disconnect	NA
Call Event Report - per AIN Toolkit Service Subscription	$15.84
Call Event Report - per AIN Toolkit Service Subscription - NRC	$72.15
Call Event Report - per AIN Toolkit Service Subscription - NRC - Disconnect	NA
Call Event Special Study - per AIN Toolkit Service Subscription	$.0029092
Call Event Special Study - per AIN Toolkit Service Subscription - NRC	$47.35
Call Event Special Study - per AIN Toolkit Service Subscription – NRC –Disconnect	NA
CALLING NAME (CNAM) QUERY SERVICE	
CNAM (Database Owner), Per Query	$0.016
CNAM (Non-Database Owner), Per Query	$0.01
CNAM (Non-Database Owner), NRC, applicable when CLEC-1 uses the Character Based User Interface (CHUI) method to transmit the names to the BellSouth CNAM database	$595.00
DARK FIBER	
Per each four-fiber dry fiber arrangement, NRC 1st	$2,406.00
Per each four-fiber dry fiber arrangement, NRC Add'l	$765.30
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	$72.45
NRC - Incremental Charge - Manual Svc Order – 1st	NA
NRC - Incremental Charge - Manual Svc Order – Add'l	NA
Per four fiber strands, per route foot or fraction thereof, per month	NA
SELECTIVE ROUTING	
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	NA
NRC	$226.22
NRC – Incremental Charge – Manual Service Order	$27.84
Notes: If no rate is identified in the contract, the rate for the specific service or function will be	

negotiated by the parties upon request by either party. (1) *In states* where a specific NRC for customer transfer, feature additions and changes is not stated, the applicable NRC from the appropriate tariff applies. (2) Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports. (3) Access to B Channel or D Channel Packet capabilities will be avail- able only through Bona Fide Request/New Business Request Bona Fide Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request 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.	

Attachment 11
Exhibit 9

Tennessee

TENNESSEE

PRICING

1. **General Principles**

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

2. **Local Service Resale**

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

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

3. **Unbundled Network Elements**

The prices that ACI 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 ACI 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). ACI 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**

Reimbursement for operational interfaces shall be as determined by the Tennessee Regulatory Authority.

9. **True-up**

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

9.1 The interim prices shall be trued-up, either up or down, based on final prices determined either by further agreement between the Parties, or by a final order (including any appeals) of the Commission which final order meets the criteria of (3) below. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with interim prices for each item. Each Party shall keep its own records upon which the true-up can be based, and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such true-up, the Parties agree that the body having jurisdiction over the matter shall be called upon to resolve such differences or the Parties may mutually agree to submit the matter to the Dispute Resolution process in accordance with the provisions of Section 11 of the General Terms and Conditions – Part A of the Agreement.

9.2 The Parties may continue to negotiate toward final prices, but in the event that no such agreement is reached, either Party may petition the Commission to resolve such disputes and to determine final prices for each item. Alternatively, upon mutual agreement, the Parties may submit the matter to the Dispute Resolution Process set forth in Section 11 of the General Terms and Conditions – Part A of the Agreement, so long as they file the resulting agreement with the Commission as a "negotiated agreement" under Section 252(e) of the Act.

9.3 A final order of this Commission that forms the basis of a true-up shall be the final order as to prices based on appropriate cost studies, or potentially may

be a final order in any other Commission proceeding which meets the following criteria:

(a) BellSouth and ACI are entitled to be full parties to the proceeding;

(b) It shall apply the provisions of the federal Telecommunications Act of 1996, including but not limited to Section 252(d)(1) (which contains pricing standards) and all then-effective implementing rules and regulations; and,

(c) It shall include as an issue the geographic deaveraging of unbundled element prices, which deaveraged prices, if any are required by said final order, shall form the basis of any true-up.

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

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

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

The rates for Operational Support Systems mentioned above are interim and subject to modification based upon receipt of a final, non-appealable order by the Tennessee Regulatory Authority.

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

NIDs	
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	$0.56
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	$18.00
NRC - 1st	BST GSST A4.3.1.
NRC - Add'l	BST GSST A4.3.1.
2-Wire Analog VG Loop-SL1, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - 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	$18.00
NRC - 1st	BST GSST A4.3.1
NRC - Add'l	BST GSST A4.3.1
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
4-Wire Analog VG Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire ISDN Digital Grade Loop, per month	$18.00
NRC - 1st	BST GSST A4.3.1
NRC - Add'l	BST GSST A4.3.1
NRC - 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	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-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	NA
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	$9.79
NRC - 1st	$587.00
NRC - Add'l	$255.00
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
Loop Distribution per 2-Wire Analog VG Loop (Excluding NID), per month	$9.23
NRC - 1st	$587.00
NRC - Add'l	$255.00
Unbundled Network Terminating Wire	BFR
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	$493.00
NRC - 1st	$525.00
NRC - Add'l	$525.00
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	$1.46
NRC - 1st	$8.00
NRC - Add'l	$8.00
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
UNBUNDLED LOCAL EXCHANGE SWITCHING (PORTS)	
2-Wire Analog Line Port (Res., Bus.), per month	$1.90
NRC - 1st (all types)	BST GSST A4.3.1
NRC - Add'l (all types)	BST GSST A4.3.1
NRC - 1st (Residence)	NA
NRC - Add'l (Residence)	NA
NRC - 1st (Business)	NA
NRC - Add'l (Business)	NA
NRC - 1st (PBX)	NA
NRC - Add'l (PBX)	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental 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	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 DID Port, per month	$12.68
NRC - 1st	BST GSST A4.3.1
NRC - Add'l	BST GSST A4.3.1
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental 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	$120.00
NRC - 1st	To be negotiated
NRC - Add'l	To be negotiated
2-Wire ISDN Port(2) (3), per month	$1.90
NRC - 1st	BST GSST A4.3.1
NRC - Add'l	BST GSST A4.3.1
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental 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	$308.00
NRC - 1st	To be negotiated
NRC - Add'l	To be negotiated
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental 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	$1.90
NRC - 1st	BST GSST A4.3.1
NRC - Add'l	BST GSST A4.3.1

NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental 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	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	$.0019
End Office Switching Function, add'l mou (5)	NA
End Office Interoffice Trunk Port—Shared, per mou	NA
Unbundled Tandem Switching (Port Usage) (Local or Access Tandem)	
Tandem Switching Function per mou	$0.000676
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	$0.00004
Common (Shared) Transport Facilities Termination per mou	$0.00036
Common (Shared) Transport Trunk Installation, per trunk, NRC	BST State Access Tariff
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	$1.90
Interoffice Transport - Dedicated - DS0 - facilities termination per month	$38.37
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
Interoffice Transport - Dedicated - DS1	
Interoffice Transport - Dedicated - DS1 - per mile per month	$23.00
Interoffice Transport - Dedicated - DS1 - facilities termination per month	$90.00

NRC - 1st	$100.49
NRC - Add'l	$100.49
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	$6.75
interoffice Transport - Dedicated - DS3 - facilities termination per month	$745.17
NRC - 1st	$806.00
NRC - Add'l	$588.00
Digital Cross Connects (3/3, 3/1, 1/0)	NA
Unbundled Exchange Access IOC	
0-8 Miles, Fixed per month	$27.00
Per mile per month	$1.90
NRC 1st	$96.00
NRC Add'l	$96.00
9-25 Miles, Fixed per month	$27.00
Per mile per month	$1.90
NRC 1st	$96.00
NRC Add'l	$96.00
Over 25 Miles, Fixed per month	$27.00
Per mile per month	$1.90
NRC 1st	$96.00
NRC Add'l	$96.00
Local Channel - Dedicated	
Local Channel - Dedicated - 2-Wire VG	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental 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	$133.81
NRC - 1st	$868.97
NRC - Add'l	$486.83
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	$0.0019
Tandem Interconnection/Switching, per mou	$0.000676
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	NA
Combined Tandem Switch Interconnection	NA
Multi-tandem Interconnection	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
800 ACCESS TEN DIGIT SCREENING SERVICE	
800 Access Ten Digit Screening (all types), per call (6)	NA
800 Access Ten Digit Screening Svc. W/800 No. Delivery, per query	$.004
800 Access Ten Digit Screening Svc. W/800 No. Delivery, for 800 Numbers, w/Optional Complex Features, per query	$.004
800 Access Ten Digit Screening Svc. W/POTS No. Delivery, per query	$.004
800 Access Ten Digit Screening Svc. W/POTS No. Delivery, w/Optional Complex Features, per query	$.004
800 Access Ten Digit Screening Svc. W/800 No. Delivery, per message	
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	$30.00
Reservation Charge per 800 number reserved--NRC - Add'l	$0.50
Per 800 # Established w/o POTS (w/800 No.) Translations	
NRC - 1st	$67.50
NRC - Add'l	$1.50
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
Per 800 # Established with POTS Translations	
NRC - 1st	$67.50
NRC - Add'l	$1.50
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
Customized Area of Service per 800 Number	
NRC - 1st	$3.00
NRC - Add'l	$1.50
Multiple Inter LATA Carrier Routing per Carrier Requested per 800 #	
NRC - 1st	$3.50
NRC - Add'l	$2.00

Change Charge per request	
NRC - 1st	$48.50
NRC - Add'l	$0.50
Call Handling and Destination Features - NRC	$3.00
Reserv Chg per 800 # Reserved - Incrm Cost-Manual Svc Order	NA
Per 800 # Est'd w/o POTS Transl-Incrm Cost-Manual Svc Order	NA
NRC	NA
NRC - Disconnect Chg	NA
Per 800 # Est'd with POTS Transl-Incrm Cost Manual Svc Order	NA
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	$0.0003
LIDB Validation per query	$.038
LIDB Validation per message	NA
LIDB Originating Point Code Establishment or Change - NRC	$91.00
LIDB - Incremental Cost - Manual Svc Order - NRC	NA
CCS7 SIGNALING TRANSPORT SERVICE	
CCS7 Signaling Connection, per link (A link) per month	$155.00
NRC	$510.00
NRC - Disconnect	NA
CCS7 Signaling Connection, per link (B link) (also known as D link) per month	Not available pending development of mediation device
NRC	$510.00
NRC - Disconnect	NA
CCS7 Signaling Termination, per STP port per month	$355.00
CCS7 Signaling Usage, per ISUP message	$0.000023
CCS7 Signaling Usage, per TCAP message	$0.00005
CCS7 Signaling Usage Surrogate, per link per LATA per mo(7)	$395.00
CCS7 Signaling - Incremental Cost - Manual Svc Order	NA
NRC	NA
NRC - Disconnect	NA
OPERATIONAL SUPPORT SYSTEMS	
OSS Interactive Ordering and Trouble Maint, Estab, per user per month	$50.00
NRC	$100.00
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 electronic order, per end user account	$10.80
Surcharge for manually placed orders, per end user account	$22.00
OPERATOR CALL PROCESSING	
Oper. Provided Call Handling per min - Using BST LIDB	NA

Call Completion Access Termination Charge per call attempt	NA
Oper. Provided Call Handling per min - Using Foreign LIDB	NA
Call Completion Access Termination Charge per call attempt	NA
Operator Provided Call Handling, per call	$0.30
Fully Automated Call Handling per call - Using BST LIDB	$0.15
Fully Automated Call Handling per call - Using Foreign LIDB	$0.15
INWARD OPERATOR SERVICES	
Verification, per minute	NA
Verification and Emergency Interrupt, per minute	NA
Verification, per call	$0.90
Verification and Emergency Interrupt, per call	$1.95
DIRECTORY ASSISTANCE SERVICES	
Directory Assist Call Completion Access Svc (DACC), per call attempt	$0.12
Call Completion Access Term charge per completed call	NA
Number Services Intercept per query	$0.15
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
NRC - 1st	$868.97
NRC - Add'l	$486.83
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	$23.00
Directory Transport - Dedicated DS1 Level Interoffice per facility termination per mo	$90.00
NRC - 1st	$100.49
NRC - Add'l	$100.49
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	NA
Switched Common Transport per DA Access Service per call per mile	NA
Access Tandem Switching per DA Access Service per call	NA
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	NA
Directory Assistance Database Service, per month	NA
Direct Access to Directory Assistance (DADAS)	

Direct Access to Directory Assistance Service, per month	NA
Direct Access to Directory Assistance Service, per query	NA
Direct Access to Directory Assistance Service, svc estab chg-NRC	NA
Direct Access to Directory Assistance Service, svc estab chg-NRC-Disconnect	NA
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - 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	$1.50
RCF, per number ported (Residence Line), each path	$1.25
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	$0.50
RCF, per service order, per location - NRC - 1st	$25.00
RCF, per service order, per location - NRC - Add'l	$25.00
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 PROVIDER NUMBER PORTABILITY - 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 POLES, DUCTS, CONDUITS & RIGHTS OF WAY (8)	
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 (9)	TBD

AIN Related Services with mediation, per query	NA
AIN, per message	NA
AIN - BellSouth AIN SMS Access Service	NA
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	NA
AIN, Service Creation Tools	NA
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
CALLING NAME (CNAM) QUERY SERVICE - DATABASE OWNER	
CNAM, Per Query	NA
DARK FIBER	
Per each four-fiber dry fiber arrangement, NRC 1st	$1,808.19
Per each four-fiber dry fiber arrangement, NRC Add'l	$922.95
Per each fiber strand per route mile or fraction thereof, per month	$241.00
SELECTIVE ROUTING (10)	
Per Line or PBX Trunk, each	TBD
Per Line or PBX Trunk, NRC	TBD
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/Bona Fide Request/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/Bona Fide Request/New Business Request Process. (4) This rate element is for those states which have a specific rate for User Profile per B Channel. (5) This rate element is for use in those states with a different rate for additional minutes of use. (6) This rate element is for those states w/o separate rates for 800 calls with 800 No. Delivery vs. POTS No. Delivery and calls with Optional Complex Features vs. w/o Optional Complex Features. (7) This charge is only applicable where signaling usage measurement or billing capability does not exist. (8) Rates for access to Poles, Ducts, Conduits and Rights-of-Way are negotiated with BellSouth's Competitive Structure Provisioning Center. (9) Prices for AIN to be determined upon development of mediation device. (10) Price for Line Class Codes for Selective Routing shall be determined by the TRA.	

FIRST AMENDMENT TO
INTERCONNECTION AGREEMENT
By and Between
BELLSOUTH TELECOMMUNICATIONS, INC.
AND
ACI CORP.
DATED January 8, 1999

Pursuant to this Agreement, (the "Amendment"), Rhythms Links Inc. f/k/a ACI Corp. and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between ACI Corp. and BellSouth dated January 8, 1999 ("Interconnection Agreement").

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. ACI Corp. has changed the name of said business to Rhythms Links Inc., a Delaware corporation. The Interconnection Agreement is hereby amended to reflect the name change.

2. All of the other provisions of the Interconnection Agreement, dated January 8, 1999 shall remain in full force and effect.

3. Either or both of the Parties may submit this Amendment to each Public Service Commission for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

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

Rhythms Links Inc.

By: Eric A Geis

Name: Eric Geis

Title: Secretary

Date: 12/8/99

BellSouth Telecommunications, Inc.

By: _____

Name: Jerry Hendrix

Title: Senior Director-Interconnection Services

Date: 12/13/99

ORIGINAL 07/29/99

AMENDMENT
TO THE
AGREEMENT BETWEEN
ACI CORP.
AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED JANUARY 8, 1999

Pursuant to this Agreement, (the "Amendment"), Rhythms Links Inc. f/k/a ACI Corp. ("Rhythms"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated January 8, 1999, (the "Interconnection Agreement").

WHEREAS, BellSouth and Rhythms entered into an Interconnection Agreement on January 8, 1999, and;

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

1. Point of Interconnection:

1.1 For the State of Florida only, Sections 3.4 and 3.5 of Attachment 4 of the Interconnection Agreement are deleted in their entirety and substituted in their place are the following new sections 3.4 and 3.5:

3.4 Demarcation Point. BellSouth will designate the point(s) of interconnection between Rhythms' 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. For 2-wire and 4-wire connections to BellSouth's network, the demarcation point shall be a common block on the BellSouth designated conventional distributing frame. Rhythms shall be responsible for providing, and Rhythms' BellSouth Certified Vendor shall be responsible for installing and properly labeling/stenciling, the common block, and necessary cabling pursuant to construction and provisioning interval requirements. For all other terminations BellSouth shall designate a demarcation point on a per arrangement basis. Rhythms or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to the subsection following, and may self-provision cross-connects that may be required within the collocation space to activate service requests. At Rhythms' option, a Point of Termination (POT) bay or frame may be placed in the Collocation Space.

3.5 Rhythms' Equipment and Facilities. Rhythms, or if required by this Agreement, Rhythms' BellSouth certified vendor, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by Rhythms. Such equipment and facilities may include but are not limited to cable(s); equipment; and point of termination connections.

ORIGINAL

1.2 The Parties acknowledge (i) that Rhythms does not agree that either (a) BellSouth should designate the point(s) of interconnection between Rhythms' equipment and/or network and BellSouth's network or (b) for 2-wire and 4-wire connections to BellSouth's network, the demarcation point should be a common block on the BellSouth designated conventional distributing frame, (ii) that Rhythms believes that aforementioned requirements are not consistent with the Federal Communications Commission's (FCC) rules and orders, but (iii) that Rhythms (its disagreement notwithstanding) has nonetheless agreed to enter into this Amendment on an interim basis. Should the FCC or the Florida commission order the Parties to establish the demarcation point differently then that which is set forth herein, BellSouth and Rhythms will alter the collocation arrangements provided pursuant to this Amendment to conform with the FCC or Florida commission directive.

2. For all states for which the Interconnection Agreement applies, Sections 3.7, 5.9 and 9 of Attachment 4 of the Interconnection Agreement are deleted in their entirety and substituted in their place are new sections 3.7, 5.9 and 9, including the rates in Exhibit 1, Attachment A, as follows:

3.7 Access. Pursuant to Security and Safety requirements below, Rhythms shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. Rhythms agrees to provide the name, social security number, and date of birth of each employee, contractor, or agents provided with Access Keys or cards ("Access Keys") prior to the issuance of said Access Keys. Rhythms must submit to BellSouth the completed Access Control Request Form (RF-2906-C) for all employees or agents requiring access to the BellSouth Central Office a minimum of 30 calendar days prior to the date Rhythms desires access to the Collocation Space. Access Keys shall not be duplicated under any circumstances. Rhythms agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of Rhythms employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with Rhythms or upon the termination of this Agreement or the termination of occupancy of an individual collocation arrangement.

Lost or Stolen Access Keys. Rhythms shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. Rhythms will pay BellSouth $250.00 per Access Key(s) lost or stolen. Should it become necessary for BellSouth to re-key buildings as a result of a lost Access Key(s) or for failure to return an Access Key(s), Rhythms shall pay for all reasonable costs associated with the re-keying.

5.9 Security Escort. A security escort will be required whenever Rhythms or its approved agent desires access to the entrance manhole or must have access to the premises after one accompanied site visit allowed pursuant to Section 4.2.2 of the Interconnection Agreement prior to completing BellSouth's Security Training requirements and/or prior to Space Acceptance. Rates for a security escort are assessed on one-half (1/2) hour increments according to Exhibit A of Attachment 4 of the Interconnection Agreement. This Section 5.9 shall only apply if the requirements of Sections 3.7 and 9 have not been met by Rhythms.

9. Security and Safety Requirements. Only BellSouth employees, BellSouth certified vendors and authorized employees, or authorized agents of Rhythms will be permitted in the BellSouth Central Office and in Rhythms' Collocation Space. Rhythms 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. The photo Identification card shall bear, at a minimum, the employee's name and photo, and the Rhythms name. BellSouth reserves the right to remove from its premises any employee of Rhythms not possessing identification issued by Rhythms. Except in cases of BellSouth's gross negligence or willful misconduct, Rhythms shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises.

Rhythms will be required, at its own expense, to conduct a statewide investigation of criminal history records for each Rhythms employee being considered for work on the BellSouth Central Office, for the states/counties where the Rhythms employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable.

Rhythms will be required to administer to their personnel assigned to the BellSouth Central Office security training either provided by BellSouth, or meeting criteria defined by BellSouth.

Rhythms shall not assign to the BellSouth Central Office any personnel with records of felony criminal convictions. Rhythms shall not assign to the BellSouth Central Office any personnel with records of misdemeanor convictions, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse building access to any Rhythms personnel who have been identified to have misdemeanor criminal convictions.

For each Rhythms employee requiring access to a BellSouth Central Office pursuant to this agreement, Rhythms shall furnish BellSouth, prior to an employee gaining such access, a notarized affidavit certifying that the aforementioned background check and security training were completed. The affidavit will contain a statement certifying no felony convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, Rhythms will disclose the nature of the convictions to BellSouth at that time.

At BellSouth's request, Rhythms shall promptly remove from the BellSouth's premises any employee of Rhythms BellSouth does not wish to grant access to its premises pursuant to any investigation conducted by BellSouth.

Notification to BellSouth. BST reserves the right to interview Rhythms' employees, agents, or contractors. Rhythms and its contractors shall cooperate fully with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by or involving Rhythms' employees, agents, or contractors. Additionally, BellSouth reserves the right to bill Rhythms for all reasonable costs

associated with investigations involving its employees, agents, or contractors if it can be reasonably established that Rhythms' employees, agents, or contractors are responsible for the alleged act. BellSouth shall bill Rhythms for BellSouth property which is stolen or damaged where an investigation determines that Rhythms' employees, agents, or contractors are culpable for such theft or damage. Rhythms shall notify BellSouth in writing immediately in the event that the CLEC discovers one of its employees already working on the BellSouth premises is a possible security risk. BellSouth reserves the right to permanently remove from its premises any employee of Rhythms identified as posing a security risk to BellSouth or any other CLEC, or having violated BellSouth policies set forth in the BellSouth CLEC Security Training. Rhythms shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises.

Use of BellSouth Supplies by Rhythms Employees. Use of any BellSouth supplies by a Rhythms employee, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be considered theft and will be handled accordingly. Costs associated with such unauthorized use of BellSouth property may be charged to Rhythms as may be all associated investigative costs. At BellSouth's request, Rhythms shall promptly and permanently remove from BellSouth's Central Office any employee of Rhythms found to be in violation of this rule.

Use of Official Lines by Rhythms Employees. Except for local calls necessary in the performance of their work, Rhythms employees shall not use the telephones on BellSouth Central Office. Charges for unauthorized telephone calls made by a Rhythms' employees may be charged to Rhythms as may be all associated investigative costs. At BellSouth's request, Rhythms shall promptly and permanently remove from BellSouth's premises any employee of Rhythms found to be in violation of this rule.

Accountability. Full compliance with the Security requirements of this section shall in no way limit the accountability of any CLEC for the improper actions of its employees.

3. The Parties agree that this Amendment shall not be offered by either Party in any regulatory, judicial, or governmental proceeding as evidence of any concession or as a waiver of any position taken by the other Party in said proceeding(s).

4. Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Interconnection Agreement.

5. This Amendment shall have an effective date of December 13, 1999.

6. All of the other provisions of the Agreement, dated January 8, 1999, shall remain in full force and effect.

7. Either or both of the Parties may submit this Amendment to the appropriate Commission for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

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

Rhythms Links Inc.

By: Eric H Gers

Name: ERIC H GOERS

Title: Secretary

Date: 12/8/99

BellSouth Telecommunications, Inc.

By:

Name: Jerry Hendrix

Title: Senior Director

Date: 12/13/99

Rates marked with an asterisk (*) are interim and are subject to true-up.

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1A1	Security Access System Security system*	Per Central Office	$52.00	
	New Access Card Activation*	Per Card		$55.00
	Administrative change, existing card*	Per Card		$35.00
	Replace lost or stolen card*	Per Card		$250.00

Rate "True-Up." The Parties agree that the prices reflected as interim herein shall be "trued-up" (up or down) based on final prices either determined by further agreement or by final order, including any appeals, in a proceeding involving BellSouth before the Commission. Under the "true-up" process, the interim price for each service shall be multiplied by the volume of that service purchased to arrive at the total interim amount paid for that service ("Total Interim Price"). The final price for that service shall be multiplied by the volume purchased to arrive at the total final amount due ("Total Final Price"). The Total Interim Price shall be compared with the Total Final Price. If the Total Final Price is more than the Total Interim Price, Rhythms shall pay the difference to BellSouth. If the Total Final Price is less than the Total Interim Price, BellSouth shall pay the difference to Rhythms. Each party shall keep its own records upon which a "true-up" can be based and any final payment from one party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such "true-up," the Parties agree that the Commission shall be called upon to resolve such differences.

Exhibit 2:

NET-tel

MTA

05/25/00

2.9 BellSouth **Multiple Tandem Access (MTA)** provides for LATA wide BellSouth transport and termination of NET-tel-originated intraLATA toll and local traffic, that is transported by BellSouth, by establishing a Point of Interconnection at a BellSouth access tandem with routing through multiple BellSouth access tandems as required. However, NET-tel must still establish Points of Interconnection at all BellSouth access tandems where NET-tel NXXs are "homed". If NET-tel does not have NXXs homed at a BellSouth access tandem within a LATA and elects not to establish Points of Interconnection at such BellSouth access tandem, NET-tel can order MTA in each BellSouth access tandem within the LATA where it does have a Point of Interconnection and BellSouth will terminate traffic to end-users served through those BellSouth access tandems where NET-tel does not have a Point of Interconnection. MTA shall be provisioned in accordance with BellSouth's Ordering Guidelines.

2.10 MTA does not include switched access traffic that transits the BellSouth network to an Interexchange Carrier (IXC). Switched Access traffic will be delivered to and by IXCs based on NET-tel's NXX Access Tandem homing arrangement as specified by NET-tel in the national Local Exchange Routing Guide (LERG).

2.11 For NET-tel-originated local and intraLATA toll traffic that BellSouth transports but is destined for termination by a third Party network (transit traffic), BellSouth MTA is required if multiple BellSouth access tandems are necessary to deliver the call to the third Party network.

2.12 The Parties agree that compensation for the BellSouth transport and/or termination of NET-tel's local and intraLATA toll traffic will be billed on a statewide basis at the applicable rates specified in Attachment11 for local traffic and at the BellSouth intrastate switched access tariff rates for intraLATA toll traffic.

2.13 To the extent NET-tel does not purchase MTA in a calling area that has multiple access tandems serving the calling area as defined by BellSouth, NET-tel must establish Points of Interconnection to every access tandem in the calling area in order to serve the entire calling area. To the extent NET-tel does not purchase MTA and provides intraLATA toll service to its customers, it may be necessary for it to establish a Point of Interconnection to additional BellSouth access tandems that serve end offices outside the local calling area. To the extent NET-tel routes its traffic in such a way that utilizes BellSouth's MTA service without properly ordering MTA service, NET-tel agrees to pay BellSouth the associated transport and termination charges.