BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

DOCKET NUMBER 001305-TP

REBUTTAL TESTIMONY OF OLUKAYODE A. RAMOS

ON BEHALF OF

SUPRA TELECOMMUNICATIONS & INFORMATION SYSTEMS, INC.

AUGUST 15, 2001

Q. PLEASE STATE YOUR NAME AND ADDRESS.

A. My name is Olukayode A. Ramos. My business address is 2620 SW 27th Avenue, Miami, Florida 33133.

Q. BY WHOM ARE YOU EMPLOYED AND IN WHAT POSITION?

A. I am Founder, Chairman and CEO of Supra Telecommunications & Information Systems, Inc. ("Supra" or the "Corporation").

Q. ARE YOU THE SAME OLUKAYODE A. RAMOS THAT FILED DIRECT TESTIMONY IN THIS PROCEEDING ON JULY 27, 2001?

A. Yes.

Q. WHAT IS THE PURPOSE OF YOUR REBUTTAL TESTIMONY?

A. The purpose of my Rebuttal Testimony is to rebut the Direct Testimony filed by BellSouth's witnesses. I will not attempt to respond to every allegation made by those witnesses because much of their testimony has been addressed adequately in my Direct Testimony.

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Q. DID JOHN RUSCILLI, RONALD PATE, JERRY KEPHART, AND/OR JERRY HENDRIX PARTICIPATE IN ANY OF THE RELEVANT INTER-COMPANY REVIEW BOARD MEETINGS?

A. No. Not one of BellSouth's witnesses participated in any of the relevant Inter-Company Review Board ("ICRB") meetings regarding the parties' negotiation/arbitration of a Follow-On Agreement. Other than perhaps reading correspondence between the parties, these witnesses are testifying on hearsay statements and matters of which they have no direct knowledge.

Of the BellSouth participants in said meetings; Patrick Finlen, Marcus Cathey, Charlotte Donlon and Parkey Jordan were the only BellSouth employees that actively participated on numerous occasions. As such, Supra can only wonder as to why BellSouth has not offered any testimony from its employees with first hand knowledge of the negotiations between the parties.

Supra does find it interesting that, before this Commission, BellSouth is able to produce witnesses that have offered testimony on the issues between the parties. However, during the parties' negotiations, not one of these witnesses participated. If BellSouth was serious about negotiating a Follow-On Agreement, why has it only now brought forth these subject matter experts ("SMEs")?

It seems that BellSouth, through its refusal to provide Supra with necessary information regarding BellSouth's own network as well as its failure to bring forth its SMEs, has unnecessarily delayed the parties' negotiation of a Follow-On Agreement. These SMEs have filed testimony that generally advocate arguments that BellSouth never made during the parties' negotiation sessions. If BellSouth had brought these SMEs to the negotiation sessions, Supra would have adequately questioned them and

would have been provided an opportunity to obtain information from these SMEs. Of course, this was likely BellSouth's intention all along.

Q. HAVE YOU REVIEWED THE DIRECT TESTIMONY OF WITNESS HENDRIX?

A. Yes.

Q. IN HIS DIRECT TESTIMONY, MR. HENDRIX ADDRESSES ISSUE "A." MR. HENDRIX THEN DESCRIBES THE NEGOTIATIONS BETWEEN SUPRA AND BELLSOUTH TO DATE AND CONCLUDES THAT SUPRA HAS ACTED IN BAD FAITH REGARDING THE NEGOTIATIONS OF THE PARTIES' FOLLOW-ON AGREEMENT. WHAT IS YOUR GENERAL RESPONSE TO THE DIRECT TESTIMONY OF MR. HENDRIX AS WELL AS HIS CONCLUSION THAT SUPRA HAS ACTED IN BAD FAITH?

A. Mr. Hendrix did not participate in any of the three ICRB meetings, held on May 29, 2001; June 4, 2001; and June 6, 2001, where the parties discussed the Follow-On Agreement. Neither did Hendrix participate in any of the meetings prior to BellSouth's Arbitration Petition dated September 1, 2000. The only ICRB meeting that Mr. Hendrix participated in was the meeting held on April 11, 2001 at Supra's request to discuss BellSouth's willful and intentional refusal to provide Supra with SMDI, Channelized Megalink and trunks as well as design layout record. See attached **Supra Exhibit OAR 49**. At the ICRB meeting of April 11, 2001, Supra reminded BellSouth of its statutory obligations, pursuant to Section 251(c)(1) of the Telecommunications Act of 1996 (the "Act") as well as the FCC Rules, to provide Supra with the requested network information. It is interesting to note that none of BellSouth's witnesses that have pre-filed Direct Testimonies in this proceeding participated in these negotiations with Supra.

The BellSouth employees that participated in these negotiation sessions with Supra were Parkey Jordan, Patrick Finlen, Charlotte Donlon and Marcus Cathey. As stated earlier, I wonder why BellSouth has chosen not to present any of those employees that negotiated with Supra as witnesses in this proceeding. It is only BellSouth that can answer that question, a question that this Commission should demand be answered. Mr. Hendrix was not even copied on any of the correspondence between the parties. See attached as **Supra Exhibit OAR 50**, an email dated May 17, 2001 from BellSouth's Parkey Jordan to Supra's Adenet Medacier confirming the ICRB meeting of May 29, 2001 as well as conveying the names of BellSouth's representatives at the meeting. Mr. Hendrix' name was not never even mentioned in these negotiations as a participant. Witness Hendrix is testifying on matters of which he has no direct knowledge.

Q. DID YOU PARTICIPATE IN ALL OF THE NEGOTIATION MEETINGS?

A. Yes, I personally participated in all said meetings and conferences.

Q. ON PAGE 4, LINES 6-10 OF HIS DIRECT TESTIMONY, MR. HENDRIX STATED:

> HOWEVER, IN LIGHT OF SUPRA'S MERITLESS ALLEGATIONS, WHICH CLEARLY ARE INTENDED TO DO NOTHING MORE THAN DELAY THIS ARBITRATION PROCESS EVEN FURTHER, BELLSOUTH HAS NO CHOICE BUT TO DESCRIBE SUPRA'S DELIBERATE ATTEMPTS TO AVOID NEGOTIATIONS AND EXECUTION OF A NEW AGREEMENT. AS I WILL SET FORTH FURTHER IN MY TESTIMONY, IT HAS BEEN SUPRA THAT HAS ACTED IN BAD FAITH IN ITS DEALINGS WITH BELLSOUTH.

DO YOU AGREE WITH MR. HENDRIX?

A. Absolutely not. First, Supra's allegations that BellSouth has willfully and intentionally refused to provide information about its network were extensively

discussed at pages 18-34 of my Direct Testimony. Second, BellSouth's willful and intentional refusal to negotiate from the parties' current agreement was extensively discussed at pages 34-40 of my Direct Testimony. Third, BellSouth's willful and intentional refusal to comply with procedural requirements of the parties' agreement was extensively discussed at pages 40-41 of my Direct Testimony. For BellSouth's Hendrix to now argue that Supra's efforts, to make BellSouth comply with the parties' agreement as well as applicable federal and state rules, were efforts to delay this proceeding is ridiculous.

Worse still, Hendrix' accusation that "it has been Supra that has acted in bad faith in its dealings with BellSouth" is a blatant attempt by BellSouth to shift the blame and attention to Supra for BellSouth's willful and intentional bad faith negotiation tactics. It is interesting to note that in BellSouth's Response to Supra's Complaint and Motion to Dismiss filed on July 9, 2001, BellSouth never accused Supra of bad faith. Supra surmises that not until after the Commission issued its Supplemental Order Establishing Procedure on July 13, 2001, adding Issue A to the list of issues to be addressed by the parties, did BellSouth realize that it must actually defend its actions and inactions regarding Issue A. Instead of BellSouth apologizing to Supra and this Commission for its actions and inactions, BellSouth has decided to, as usual, "keep the ball in Supra's court." [redacted]

Q. WHY SHOULD THE COMMISSION FIND THAT BELLSOUTH HAS WILLFULLY AND INTENTIONALLY NEGOTIATED WITH SUPRA IN BAD FAITH?

A. First, senior management of BellSouth was fully aware of Supra's request for information regarding BellSouth's network since June 1998 when Supra forwarded its

first request to Mr. Cathey, Vice President - BellSouth Interconnection Services. Second, senior management of BellSouth was fully aware of Supra's request to negotiate from the parties' current agreement since June 2000. Third, senior management of BellSouth was fully aware of the procedural requirements of the parties' current agreement and as a matter of fact, the entire agreement. BellSouth's senior management has always maintained that Supra is "unfamiliar" with the parties' agreement. Fourth, management of BellSouth has chosen to discriminate against Supra. An example of such discriminatory practices as it relates to this issue was for BellSouth to allow MCI to commence the negotiations of the MCI/BellSouth follow-on agreement from the parties' current agreement while denying Supra's request for same. Fifth, BellSouth's management's willful and intentional refusal to bring its SMEs to the negotiation sessions, preferring instead, that the SMEs file testimony that generally advocate never-heard before arguments from BellSouth.

On the one hand BellSouth claims that it is only BellSouth that is familiar with the parties' agreement and that Supra is *"unfamiliar"* with parties' agreement, on the other hand BellSouth claims that BellSouth realized its mistake after Supra pointed out the parties' oversight regarding the ICRB meeting in its Motion to Dismiss (see **page 11, lines 18-19 of witness Hendrix Direct Testimony**) as well as characterized the ICRB meeting as an extreme example of form over substance (see **BellSouth's Response in Opposition to Supra's Motion to Dismiss at paragraph 7, page 4**). It is obvious that BellSouth will flip-flop its arguments to suit its momentary needs. This must not be tolerated.

Q. HAS SUPRA ACTED IN BAD FAITH?

A. Absolutely not. First, contrary to what BellSouth would want this Commission to believe, Supra has never refused to participate in any ICRB meeting, except to insist that BellSouth provide it with the pertinent information regarding BellSouth's network in other for the parties' to achieve **clarity and parity** in their Follow-On Agreement. See **page 28, lines 9-16** of my Direct Testimony dated July 27, 2001. Supra is rightfully entitled to this requested information. Second, Supra has not refused to provide any information or documents to BellSouth in negotiating the Follow-On Agreement. The Agreement that BellSouth intended to force upon Supra is BellSouth's one-sided Standard Agreement that it uses in Florida. Pursuant to §251(c)(1) of the Act, Supra could not have acted in bad faith when it has never refused to provide information necessary and important to the negotiation process, or refused to participate at ICRB meetings with BellSouth.

Section 215(c) of the Act states that:

> (c) ADDITIONAL OBLIGATIONS OF INCUMBENT LOCAL EXCHANGE CARRIERS- In addition to the duties contained in subsection (b) of this section, each incumbent local exchange carrier has the following duties: (1) DUTY TO NEGOTIATE - The duty to negotiate in good faith in accordance with section 252 of this title the particular terms and conditions of agreements to fulfill the duties described in paragraphs (1) through (5) of subsection (b) of this section and this subsection. The requesting telecommunications carrier also has the duty to negotiate in good faith the terms and conditions of such agreements.

47 CFR § 51.301 provides that:

> (a) An incumbent LEC shall negotiate in good faith the terms and conditions of agreements to fulfill the duties established by sections 251 (b) and (c) of the Act.
>
> (b) A requesting telecommunications carrier shall negotiate in good faith the terms and conditions of agreements described in paragraph (a) of this section.

(c) If proven to the Commission, an appropriate state commission, or a court of competent jurisdiction, the following actions or practices, among others, violate the duty to negotiate in good faith:

(8) Refusing to provide information necessary to reach agreement. Such refusal includes, but is not limited to: (i) **Refusal by an incumbent LEC to furnish information about its network that a requesting telecommunications carrier reasonably requires to identify the network elements that it needs in order to serve a particular customer**; and

(ii) Refusal by a requesting telecommunications carrier to furnish cost data that would be relevant to setting rates if the parties were in arbitration. Emphasis added.

BellSouth has violated its statutory obligations as well as the FCC's rule by refusing to provide Supra with information about BellSouth's network. It is true that Supra has been unwilling to discuss a number of issues with BellSouth; however, Supra has always maintained that as soon as BellSouth provides Supra with the requested information, Supra would discuss the remaining issues on an expedited basis. To date, BellSouth has not provided Supra with a single document responsive to its requests. Perhaps, one of the reasons that BellSouth has willfully and intentionally refused to provide information and or has not requested any information from Supra is because Supra has nothing that BellSouth's desires. Please see **page 32, line 14 to page 33, line 23,** of my Direct Testimony. Perhaps, another reason is that BellSouth expected Supra to accept its "standard one-sided boiler plate agreement" and BellSouth's management was unwilling to deal with Supra's rejection of same and assertion of its right to negotiate from the parties' current agreement.

Q. WHAT RELEVANCE DOES THE PARTIES' PREVIOUS DEALINGS HAVE ON THE NEGOTIATIONS FOR A FOLLOW ON AGREEMENT?

A. As stated in my Direct Testimony, the parties have established a course of dealings over the past 4 and ½ years which cannot simply be ignored when considering a Follow-On Agreement. Obviously, the parties wish to negotiate a new agreement, which will clearly and unambiguously identify each party's rights and obligations, so as to avoid future litigation. In order to understand the parties' needs in avoiding future litigation, one must first understand the parties' past litigation, so that the Follow-On Agreement will not lead the parties back to issues which have previously been litigated. Furthermore, Supra's end users should not be adversely affected by any unnecessary differences between the current agreement and the Follow-On Agreement. Finally, as Supra has already proven that BellSouth has acted with intent to harm Supra in the past, Supra requires additional protection so as to insure that it and its end users are not treated in a similar manner in the future.

Q. DOES BELLSOUTH BELIEVE THE PARTIES' PREVIOUS DEALINGS AND THE AWARD TO HAVE ANY BEARING UPON THIS NEGOTIATION PROCESS?

A. No. If it were up to BellSouth, BellSouth's past actions would have no bearing on the Follow-On Agreement. BellSouth is apparently of the opinion that Supra should simply forget that BellSouth threatened to put Supra out of business, and simply allow for terms in the Follow-On Agreement which would allow BellSouth to conduct business in an even more egregious manner without fear of any consequences.

Q. HAS BELLSOUTH EVER BEEN FOUND TO ACT IN BAD FAITH WITH OTHER CLECS?

A. Yes. The FCC has found BellSouth in violation of 251(c) of the Act for bad faith negotiations with Covad. **Supra Exhibit OAR 26.**

Q. HAS BELLSOUTH EVER DEALT OR BEEN FOUND TO ACT IN BAD FAITH WITH SUPRA?

A. [redacted]

[redacted]

Q. [redacted]

A. [redacted]

a. BellSouth refused to provide Supra with DLR. **Supra Exhibit OAR 55.**

b. BellSouth refused to provide Supra with SMDI. **Supra Exhibit OAR 56.**

c. BellSouth refused to provide Supra with BAN. **Supra Exhibit OAR 57.**

d. BellSouth created new clarification codes to reject Supra's LSRs. **Supra Exhibit OAR 58.**

e. BellSouth threatened to disconnect ADSL services of Supra customers who purchase ADSL services from BellSouth, its resellers or its affiliates. **Supra Exhibit OAR 59.**

[redacted]

Q. IS SUPRA EAGER TO ENTER INTO A FOLLOW-ON AGREEMENT WITH BELLSOUTH?

A. Yes. Supra has never acted in bad faith toward BellSouth. On the contrary Supra is eager to enter into a Follow-On Agreement and incorporate the terms of the Award therein. The reasons are simple. Supra does not wish to continue operating under an agreement that has been the subject of a number of disputes between Supra and BellSouth, [redacted], two complaints before the FCC, one disconnection of service, and countless disagreements between the parties. Supra is not in the business of litigating with BellSouth and wants to concentrate on rolling out its expansion plans.

Q. MR. HENDRIX SURMISES THAT SUPRA IS SEEKING TO DELAY THE ARBITRATION OF THE FOLLOW-ON AGREEMENT. WHAT IS YOUR RESPONSE?

A. Mr. Hendrix' assumption is deceptive. First, Mr. Hendrix fails to realize that the parties' current agreement contains a provision whereby the Follow-On Agreement shall apply retroactively to the date of the expiration of the current agreement. As a result, neither party is prejudiced by a full and fair negotiation/arbitration process.[1] However, Supra would be extremely prejudiced should it be forced to negotiate/arbitrate a Follow-On Agreement without information necessary to support its positions.

Second, Supra has as much incentive as BellSouth to negotiate a Follow-On Agreement. BellSouth wants this Commission to believe that Supra is comfortable operating under an agreement that had caused so many disputes over the past five (5) years. Supra is negotiating a Follow-On Agreement that protects it from the PREDATORY and the unlawful practices of BellSouth, and an agreement that is clear and conforms with the state of current FCC and FPSC rules and orders.

The agreement that BellSouth seeks to force is one-sided and a departure from the parties' current procedures. It is more equitable for the parties to begin negotiation/arbitrating their Follow-On Agreement from their current agreement. As a matter of fact, BellSouth recently redlined that agreement and provided a copy to Supra. **Supra Exhibit OAR 61.**

Q. HAS BELLSOUTH EXPRESSED ITS INTENT TO ENGAGE IN FURTHER PREDATORY, ANTI-COMPETITIVE PRACTICES?

A. [redacted]

[redacted]

[redacted]

[

There is no doubt that if BellSouth has a provision that allows it to shut down Supra's access to BellSouth's network without following escalation procedures, and without a ruling by a neutral third party, BellSouth will do so at will.

Q. AT PAGES 5, LINE 22 TO PAGE 6, LINE 3 OF HIS TESTIMONY, MR. HENDRIX STATED THAT:

> IN ITS APRIL 26, 2000 LETTER MR. OLUKAYODE A. RAMOS, CHAIRMAN AND CEO OF SUPRA, STATED THAT BELLSOUTH SHOULD PERMIT SUPRA TO UTILIZE THE AT&T AGREEMENT, WHICH WAS A FLORIDA AGREEMENT WITH LESS THAN TWO MONTHS REMAININ ON THE TERM, FOR ALL NINE STATES. OF COURSE, SUPRA WAS NOT CERTIFIED IN ALL SUCH STATES, NOR WAS THE AT&T AGREEMENT FILED IN ANY STATE OTHER THAN FLORIDA AS BELLSOUTH POINTED OUT IN MR. FINLEN'S RESPONSE OF MAY 3, 2000. (JDH-3)

IS THIS CORRECT?

A. Absolutely not, as witness Hendrix has completely twisted Supra's request. One of Supra's letters dated April 26, 2000, attached to witness Hendrix testimony as JDH-2 is titled "Re-Adoption of Interconnection Agreement." That letter started with the following:

> In reviewing the interconnection agreement between our two companies, I have discovered that your refusal to allow Supra Telecom to utilize and adopt the interconnection agreement between BellSouth and AT&T for the entire BellSouth service area is in error. Section 1 of the General Terms and Conditions states in part that:
>
> Unless otherwise provided in this Agreement, BellSouth will perform all of its obligations hereunder throughout its entire service area.

As could be seen from Mr. Finlen's response dated May 3, 2000, attached to witness Hendix' testimony as JDH-3, BellSouth knew it was Supra's intention "to simply

adopt each state specific BellSouth/AT&T Interconnection Agreement" as there has been prior discussions amongst the parties before Supra's letter and before BellSouth responds to Supra's letter. See **paragraph 3 of page 1 to page 2 of JDH-3.** As could be seen from JDH-3, the BellSouth/AT&T Interconnection Agreement was approved by eight state Commissions. Witness Hendrix' claim that "nor was the AT&T Agreement filed and approved in any state other than Florida as BellSouth pointed out in Mr. Finlen' response of May 3, 2000" (Hendrix testimony, **page 6, lines 1-3**) is **false**.

Furthermore, BellSouth never inquired from Supra to show proof of certification in any state as evidenced from JDH-3. Consequently, Hendrix' testimony that "Supra was not certified in all such states" is baseless. As of April 26, 2000, in addition to Florida, Supra was authorized to do business in all of BellSouth's states. Additionally, Supra was certificated in the following BellSouth territories: (i) Georgia; (ii) Kentucky; and (iii) Mississippi. Supra has an application for certification pending in the state of Louisiana. BellSouth's management's position as clearly articulated in witness Hendrix' testimony is a violation of 47CFR §51.301(c)(4).

BellSouth's management's position is one of the reasons why Supra still remains a service provider only in the state of Florida, as opposed to the entire BellSouth nine-state region. BellSouth forces to Supra to litigate every issue and, as Supra has limited resources, on several occasions, Supra has been forced to halt its business plan.

Additionally, the 1997 BellSouth/AT&T Interconnection Agreement contains the same language in all the states where the agreement was filed except for changes made regarding state specific jurisdictional issues as well as discounts that apply to resale and pricing of network elements, as BellSouth and AT&T had agreed to use the

Florida agreement as a template for the entire BellSouth service area. See attached as **Supra Exhibit OAR 63,** Minutes of the AT&T/BellSouth Core Committee Meetings. Additionally, see **Supra Exhibit OAR 65,** BellSouth/AT&T Interconnection Agreement for the state of Georgia.

Supra and BellSouth have agreed to use the Florida agreement for the states of Georgia and Louisiana. See attached **Supra Exhibits OAR 66 and 67.**

Q. DID SUPRA WRITE ANOTHER LETTER DATED APRIL 26, 2000 TO BELLSOUTH?

A. Yes. Please see **Supra Exhibit OAR 10** that states that:

> "re: **Request for Information Regarding Negotiations of Interconnection Agreement.**
>
> Dear Mr. Finlen:
>
> Pursuant to our telephone conversation and the FCC's First Report and Order, §155, Supra Telecom hereby requests for all the information attached as Exhibit "A" to this letter. **The information so provided must cover the entire BellSouth territory**. I am counting on your promise to provide the information requested in a speedy manner."

Witness Hendrix conveniently failed to mention Supra's second letter dated April 26, 2000 as BellSouth's management has made a conscious effort to ignore Supra's information requests. Perhaps, because, Supra has nothing that BellSouth needs.

Q. AT PAGE 6, LINES 17-19, WITNESS HENDRIX STATED THAT:

> ON JUNE 7, 2000, MR. MARK BUECHELE, SUPRA'S COUNSEL, CLAIMED THAT BELLSOUTH HAD VERBALLY AGREED TO ALLOW SUPRA TO MAINTAIN THE AT&T AGREEMENT. (JDH-5). THIS IS SIMPLY NOT TRUE.

DO YOU AGREE WITH MR. HENDRIX' CONCLUSION? IF NO, WHY NOT.

A. Absolutely not. I spoke to Mr. Finlen several times in the month of April 2000 after receipt of BellSouth's letter dated March 29, 2000 to request for an extension of the parties' current agreement, as BellSouth had accepted such requests from other ALECs. **Supra Exhibits OAR 68 and 69.** Mr. Finlen confirmed to me that the management of BellSouth had no objection to the extension request and that BellSouth was going to propose an amendment to extend the current agreement for a year. Only on June 8, 2000 did BellSouth first take the position that it would refuse to extend the parties' current agreement. The very next day, Supra notified BellSouth of its request for renegotiations.

BellSouth's willful and intentional refusal of Supra's reasonable request, while providing same to Supra's competitors, is a violation of the Act, particularly Section 202(a). Only BellSouth could provide an explanation for its willful and intentional discriminatory practices against Supra.

Additionally, I am at a loss as to why BellSouth did not allow Mr. Finlen to proffer testimony on this matter, as it was he that I negotiated the request. Witness Hendrix has no direct knowledge of my conversations with Mr. Finlen.

Q. AT PAGE 7, LINES 9 - 13, MR. HENDRIX STATED THAT:

> ON JULY 3, 2000 BELLSOUTH ADVISED SUPRA THAT IN LIGHT OF THE SUBSTANTIAL CHANGES IN THE TELECOMMUNICATIONS INDUSTRY THAT HAD TAKEN PLACE SINCE THE NEGOTIATION OF THE ORIGINAL AT&T AGREEMENT IN 1996, BELLSOUTH BELIEVED THAT USING THE AT&T AGREEMENT AS THE BASE AGREEMENT OR TEMPLATE WOULD BE DIFFICULT AT BEST. (JDH-8)

DID JDH-8 CONTAIN THIS "ADVISEMENT"?

A. Absolutely not. BellSouth's letter of July 3, 2000 did not contain the "advisement" purported by witness Hendrix at **page 7, lines 9-13** of his testimony. In fact, this "change in law" argument was first heard by Supra after Supra had complained to the FPSC that BellSouth refused to negotiate from the parties' current agreement. Please see **pages 38-40 of my direct testimony** on this matter. The Act has not been changed or amended since it was enacted in 1996. What Mr. Hendrix alluded to is that BellSouth might have changed its practices and attitudes toward CLECs since negotiating the 1996 Agreement. Most of the changes that occurred between 1996 and today have been reflected in the various amendments and separate agreements between the parties. For BellSouth to state that many changes have occurred since 1996, which made negotiation from the current agreement difficult, is disingenuous and does not accurately reflect the progression of the law.

Q. AT PAGE 7, LINE 20 TO PAGE 9, LINE 16, MR. HENDRIX DESCRIBES THE "NEGOTIATIONS" THAT TOOK PLACE BETWEEN THE PARTIES REGARDING THE FOLLOW-ON AGREEMENT. WHAT IS YOUR RESPONSE TO HIS DESCRIPTION?

A. Hendrix' testimony is incorrect and based on hearsay, as he was not a party to any of the negotiations he described in that testimony. It has always been Supra's position that it would not negotiate from BellSouth's standard one-sided template agreement. Therefore, Supra maintained to BellSouth during the August 2000 meetings that the parties must begin the negotiation of the Follow-On Agreement from the current

agreement. See **Supra Exhibits OAR 27-29.** Interestingly, BellSouth simply ignored Supra's request the same way it has ignored Supra's information requests.

Q. IS ANYTHING ELSE MISSING FROM MR. HENDRIX' ACCOUNT OF THE EVENTS LEADING UP TO BELLSOUTH'S PETITION?

A. Mr. Hendrix conveniently omitted Supra's repeated requests for BellSouth's network information in order to proceed with the negotiations. As stated in my Direct Testimony at pages 15 - 42, knowledge of BellSouth's network configuration and information is crucial to facilitate interconnection, including collocation as awarded by [redacted] and the FPSC, and the provision of telecommunication services to Supra's customers.

Mr. Hendrix is very much aware that Supra requested the network information in an effort to negotiate the Follow-On Agreement. Supra made repeated requests as set forth in greater detail hereinbelow:

April 26, 2000	After a telephone conference with BellSouth's Finlen regarding negotiation of the Follow-On Agreement, I sent a follow-up letter to BellSouth requesting information regarding BellSouth's network for use in the negotiations of said Agreement. **Supra Exhibit OAR 10.**
August 8, 2000	During a face-to-face negotiation meeting at Supra's Miami office, Supra's attorney, Ms. Kester, handed BellSouth a

	request for the same network information
January 26, 2001	Supra filed a Motion to Dismiss, citing BellSouth's bad faith negotiation tactics and BellSouth's failure to provide information regarding its network
March 2, 2001	Supra filed a claim with the FCC, citing, inter alia, BellSouth's failure to provide information about its network in the negotiation of an Interconnection Agreement.
Aril 4, 2001	Letter from Supra requesting the network information
April 11, 2001	Letter from Supra requesting the network information
April 24, 2001	Supra reiterated its request for the network information on a conference call with the FCC, attended by BellSouth
April 25, 2001	Letter from Supra to the FCC regarding BellSouth's failure to provide the network information
May 1, 2001	Letter from Supra to BellSouth requesting the network information
May 8, 2001	Letter from Supra to BellSouth requesting the network Information

Q. WAS SUPRA PREPARED TO NEGOTIATE THE INTERCONNECTION AGREEMENT DURING THE MEETINGS OF AUGUST 7 AND 8, 2000?

A. Yes. I was present for these meetings as well as Supra's attorneys and other officers. Mr. Hendrix, on the other hand, was not. From what I recall, BellSouth was represented by Parkey Jordan and Patrick Finlen, and at times, a few different

BellSouth employees, including Marcus Cathey. The parties discussed various issues including the use of the current agreement as the basis for the Follow-On Agreement. In fact, Supra's attorney, Ms. Kester, modified language from the current agreement, and proposed same to BellSouth for the Follow-on Agreement.

Mr. Hendrix contradicted himself by stating on one hand that Supra negotiated for two consecutive days and two conference calls in August 2000 with the BellSouth negotiating team, and on the other hand claiming that Supra wants to delay negotiation

Q. MR. HENDRIX STATED ON PAGE 9, LINE 12 THAT SUPRA NEVER OFFERED ANY CONTRACT LANGUAGE FOR THE NEW AGREEMENT. IS THIS STATEMENT TRUE?

A. No. At the face-to-face meetings of August 7 and 8, Supra not only discussed, but also proposed alternative languages for the Follow-On Agreement. However, BellSouth was never interested in any of Supra's proposed language, unless it was made from the unfamiliar BellSouth boilerplate agreement. Supra did provide BellSouth with proposed language on June 15, 2001. Supra attached such to its June 18, 2001 Complaint against BellSouth regarding BellSouth's Bad Faith Negotiation Tactics.

As Supra is still waiting for information from BellSouth regarding its network, Supra has been unable to provide additional contractual language on certain issues.

Q. ON PAGE 9 AND 10 OF HIS DIRECT TESTIMONY, MR. HENDRIX INFERS THAT SUPRA HAS NO BUSINESS RAISING ISSUES THAT AT&T RAISED WITH BELLSOUTH IN THEIR NEGOTIATIONS. WHAT IS YOUR POSITION?

A. There are no laws or rules that prevent Supra from framing an issue for negotiating an Interconnection Agreement, in a fashion similar to another CLEC. The FPSC does not bar such practice. Ironically, BellSouth is always quick to point to other CLECs' practices when such conveniently supports its position. For example, BellSouth's Ruscilli advocated that a similar dispute arising under different agreements must be handled in a similar fashion. However, here, BellSouth's Hendrix infers at pages 9 and 10 that Supra should not have the right to raise certain issues raised in the AT&T and MCI arbitration proceedings with this Commission.

Moreover, because of the tactics employed by BellSouth in this negotiation, including its unwavering refusal to provide the information necessary to negotiate on an equal footing with BellSouth, Supra was left with no recourse but to quickly "pick-and-choose" issues already framed by other CLECs, but applicable to its own circumstances.

For BellSouth to infer some inappropriateness from Supra's tactic is petty and inconsequential, as well as a red herring.

Q. MR. HENDRIX STATED AT PAGE 12 OF HIS DIRECT TESTIMONY THAT BELLSOUTH WAS NEVER AWARE OF SUPRA'S REQUEST FOR THE NETWORK INFORMATION UNTIL APRIL 2, 2001. WHAT IS YOUR RESPONSE TO THIS STATEMENT?

A. Mr. Hendrix' excuse does not make any sense and contradicts BellSouth's prior inconsistent statement. Section III, page 8 of its Opposition to Supra's Motion to Stay filed on July 18, 2001, BellSouth stated in part that:

> **Despite the fact that Supra formally requested these documents in January 2001** and BellSouth filed its objections in February 2001, Supra has not filed a motion to compel, which would have enabled the Commission to resolve this issue several months ago without delaying the hearing of this matter. (Emphasis placed.)

In one pleading, BellSouth claims that Supra did not request the information until April 2001, while in another pleading, it affirms that Supra requested the information in January 2001.

Supra gave BellSouth more than sufficient notice of its request for BellSouth's network information as set forth above. For BellSouth to state that it was not aware of Supra's request until April 2001 is by now overplayed and without merit. BellSouth had more than sufficient time to have produced the information requested by Supra. As discussed in greater detail hereinbelow, Supra made more than eight formal requests for the information from BellSouth. Mr. Hendrix' reasoning does not excuse BellSouth for failing to provide the information, as of August of 2001. What is even more troubling is the fact that BellSouth still has not provided responsive information.

Q. MR. HENDRIX ASSERTED THAT SUPRA'S MOTION TO DISMISS BELLSOUTH'S PETITION WAS GROUNDED ON THE FACT THAT "BELLSOUTH HAS NO RIGHT TO FILE FOR ARBITRATION OF THE AGREEMENT WITH THE COMMISSION." IS HE CORRECT?

A. No. I don't believe that Mr. Hendrix took the time to read Supra's Motion to Dismiss. Supra argued to the Commission that the Commission lacks subject matter jurisdiction to hear the matter, pursuant to Florida Rules of Civil Procedure. 47 U.S.C. 47.251(b)(1) only allows the parties to file for negotiation of the current agreement

between 135th and 160th day after the ILEC receives a request for negotiation from the CLEC. Not only did BellSouth fail to file the Petition for Arbitration within the applicable time period, but BellSouth also failed to request an ICRB meeting prior to filing its Petition in its quest to rush Supra into its standard agreement.

While the Commission did not grant Supra's motion to dismiss claiming that it has jurisdiction to hear the matter, it did, however, find that BellSouth failed to convene the required ICRB meeting. As a result, the Commission ordered the parties to schedule an ICRB meeting.

Q. MR. HENDRIX STATED AT PAGE 21, LINE 9 THAT BELLSOUTH ADMITS THAT IT OVERLOOKED THE PROVISION IN THE AT&T AGREEMENT REQUIRING THAT SUCH A MEETING BE HELD. WHAT IS YOUR RESPONSE TO THIS STATEMENT?

A. This is my first time reading such a statement. BellSouth could have saved substantial time and money, including Commission resources, had BellSouth simply admitted such in January 2001. This is further proof of BellSouth's unconscionable tactics and bad faith. In fact, this is BellSouth's modus operandi – (a) take hard-line positions hoping to intimidate and pressure smaller, less financially secure, and less knowledgeable competitors, (b) argue and litigate, forcing such companies to expend their limited resources on litigation instead of on operations, and (c) when the competitor prevails, claim that BellSouth has made an unintentional mistake and should not bear any consequences as a result.

Q. DID BELLSOUTH REQUEST AN INTER-COMPANY REVIEW BOARD AFTER SUPRA POINTED OUT BELLSOUTH'S FAILURE TO REQUEST ONE PRIOR TO FILING ITS PETITION FOR NEGOTIATION?

A. This is the type of misleading statement that the commercial arbitrators qualified as "mantra-like" (Award, page 41). BellSouth only requested a ICRB meeting because of the Commission's Order. In a letter to Supra of April 9, 2001, attached in Mr. Hendrix' Direct Testimony at Exhibit JHD 12, BellSouth stated that "the Florida staff has specifically asked that we hold an Inter-Company Review Board meeting to discuss the issues that are currently in arbitration." Mr. Hendrix' statement hopes to give the impression that BellSouth requested the board meeting without the FPSC's order.

Q. DID SUPRA EVER REFUSE TO PARTICIPATE IN THE INTER-COMPANY REVIEW BOARD MEETING ORDERED BY THE COMMISSION?

A. No. Supra was always willing and had every intention to comply with the Commission's Order. However, BellSouth wanted Supra to convene for the meeting without the benefit of providing Supra with the information regarding BellSouth's own network. In Supra's response to BellSouth's letter of April 4, 2001, Supra specifically stated that: "Be reassured that Supra will be able to proceed with negotiations as soon as it receives the necessary [network] documents." For BellSouth to claim that Supra refused to participate in the ICRB meeting is simply incorrect.

Q. MR. HENDRIX STATED AT PAGE 11, LINE 21 THAT SUPRA REFUSED TO PARTICIPATE IN AN INTER-COMPANY REVIEW BOARD MEETING ON APRIL 13, 2001. IS HE CORRECT?

A. No. Supra's letter of April 5, 2001 merely reiterated Supra's request for information regarding BellSouth's network and BellSouth's cost studies. Supra understands that the parties will operate under the Follow-On Agreement for the next three years. Supra also knows from its past dealings with BellSouth that BellSouth is a very unforgiving competitor, looking forward to putting Supra out of business at every opportunity. Supra refuses to engage blindly in any negotiation with BellSouth at the risk of negotiating against its own best interests. BellSouth is the same company that switched pages of an Interconnection Agreement, after Supra signed it; BellSouth is the same company which was found to have acted with the intent to harm Supra; BellSouth is the same company that has helped force hundreds of CLECs in South Florida and around the nation out of business.

Q. WHY DO YOU STATE THAT BELLSOUTH REFUSED TO PROVIDE THE NECESSARY NETWORK INFORMATION?

A. The chronology of event speaks for itself.

1. First Request. BellSouth completely ignored Supra's requests of April 26, 2000. BellSouth claims it never received it.
2. Second Request. The letter of April 26, with the attachment, was again handed to BellSouth's Jordan on August 8, 2000. BellSouth claims that it never received said request.

3. Third Request. Supra again requested the documents in response to BellSouth's request for the ICRB meeting on April 5, 2001, with the proviso that Supra will convene for the meeting as soon as it receives the network documents. In response, an attorney for BellSouth, Parkey Jordan, wrote "I cannot ascertain what information you are asking BellSouth to provide." BellSouth made no effort to have the request reviewed by its network or engineering departments.

4. Fourth Request. Supra again requested the document in its letter of April 11, 2001. BellSouth responded stating that it was not a party to the Task Force that prepared the documents, knowing full well that BellSouth was a signatory party of a 15-member task force group that prepared the document. BellSouth's only response was to point Supra to its Web site. The Web site did not contain the information requested.

5. Fifth Request. Supra responded to BellSouth's accusation that Supra refused to meet for the ICRB meeting and again requested the information from BellSouth. (JDH – 14). BellSouth now changed its tune and claimed that the information requested is not relevant to the interconnection agreement: "**there is nothing in the parties' current interconnection agreement that requires either party to provide information to the other prior to such a meeting....further BellSouth is not opposed to providing Supra with information about its network to the extent such information is relevant to the interconnection agreement.**"

6. Sixth and Seventh Requests. Supra again requested the information at the two board meetings of May 29, 2001 and June 4, 2001.

7. Eighth Request. In an attempt to negotiate, Supra even provided details and clarification to the documents that BellSouth prepared. (See letter of May 29, 2001 – JDH – 17)

Q. MR. HENDRIX STATED THAT THE PARTIES DID NOT DISCUSS THE FOLLOW-ON AGREEMENT AT THE MAY 29, 2001 MEETING. IS HE CORRECT?

A. Absolutely not. The parties met for approximately four hours, as Supra had only reserved the conference bridge for that duration. Supra did reiterate its request for the network information after the parties engaged in discussing the related issues. Upon BellSouth's insistence that it does not have the slightest idea as to what the template represented, Supra promised to furnish more details on the template, and to fax it to Mr. Finlen.

Q. MR. HENDRIX STATED THAT AT FIRST BELLSOUTH WAS UNFAMILIAR WITH THE DOCUMENTS THAT SUPRA REQUESTED. IS HE BEING TRUTHFUL?

A. No. It is interesting that BellSouth is now claiming that it "learned that the Increased Interconnection Task Group II was formed to look at network reliability issues." This is a complete change from its statement of April 13, 2001 when it claimed that "**this report, which you provided in full to me yesterday via overnight courier, is not something with which BellSouth is familiar, nor was BellSouth a party to the task force.**" As stated above, BellSouth was a member of the Interconnection Task

Force that prepared this document. BellSouth's Hightower signed on behalf of BellSouth. (Exhibit JDH-16 of Hendrix' DT) The FCC specifically stated that the documents requested by Supra are a type of reasonable request for the negotiation of an Interconnection Agreement. (See Ramos' Direct Testimony at pages 18 and 19 and FCC's ¶ 155, First Report and Order) For BellSouth to claim lack of knowledge is disingenuous. BellSouth never once bothered to bring the information to its SMEs or attempt to call its people involved in the task force.

Q. MR. HENDRIX STATED ON PAGE 14, LINE 15 OF HIS DIRECT TESTIMONY THAT THE INFORMATION IN THE TEMPLATE IS ONLY A GUIDE FOR INTERCONNECTION. IS HE CORRECT?

A. Yes. This is exactly the point. The template is specifically recommended by the FCC to serve as a basis for the exchange of information in negotiating an Interconnection Agreement. In its First Report and Order the FCC addressed this very matter:

> We agree with incumbent LECs and new entrants that contend that the parties should be required to provide information necessary to reach agreement.[2] Parties should provide information that will speed the provisioning process, and incumbent LECs must prove to the state commission, or in some instances the Commission or a court, that delay is not a motive in their conduct. Review of such requests, however, must be made on a case-by-case basis to determine whether the information requested is reasonable and necessary to resolving the issues at stake. **It would be reasonable, for example, for a requesting carrier to seek and obtain cost data relevant to the negotiation, or information about the incumbent's network that is necessary to make a determination about which network elements to request to serve a particular**

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[2] *See National Labor Relations Board v. Truitt Mfg Co.*, 351 U.S. 149, 153 (1956) (the trier of fact can reasonably conclude that a party lacks good faith if it raises assertions about inability to pay without making the slightest effort to substantiate that claim); *see also Microwave Facilities Operating in 1850-1990 MHz (2GHz) Band*, 61 F.R. 29679, 29689 (1996).

customer.[3] It would not appear to be reasonable, however, for a carrier to demand proprietary information about the incumbent's network that is not necessary for such interconnection.[4] We conclude that an incumbent LEC may not deny a requesting carrier's reasonable request for cost data during the negotiation process, because we conclude that such information is necessary for the requesting carrier to determine whether the rates offered by the incumbent LEC are reasonable. We find that this is consistent with Congress's intention for parties to use the voluntary negotiation process, if possible, to reach agreements. On the other hand, the refusal of a new entrant to provide data about its own costs does not appear on its face to be unreasonable, because the negotiations are not about unbundling or leasing the new entrants' networks. (Emphasis added) ¶ 155, FCC's First Report and Order.

Q. DID SUPRA ASK BELLSOUTH FOR ANY INFORMATION THAT IS UNREASONABLE?

A. No. Reading from the FCC's First Report and Order, Supra could not have requested any unreasonable information by requesting from BellSouth the information contained in the Increased Interconnection Task Group Report. BellSouth has yet to state that it does not have the information requested by Supra. BellSouth is simply refusing to provide the information in violation of the FCC rules and orders.

Q. DID SUPRA FURNISH BELLSOUTH WITH A DETAILED REQUEST FOR THE SAME INFORMATION AS REQUESTED IN THE TEMPLATE?

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[3] *See* discussion of technical feasibility, *infra*, Section IV. **In addition, the Commission's federal advisory committee, the Network Reliability Council, has developed templates that summarize and list activities that need to occur when service providers connect their networks pursuant to defined interconnection specifications or when they are attempting to define a new network interface specification. As consensus recommendations from the Council, we presume the elements defined in the templates are "good faith" issues for negotiation.** Comments of the Secretariat of the Second Network Reliability Council at 4-5 (*citing Network Reliability: The Path Forward*, (1996), Section 2, pp. 51-56)(Emphasis added).

[4] This is consistent with previous FCC determinations. *See, e.g., Amendment of Rules and Policies Governing the Attachment of Cable Television Hardware to Utility Poles*, 4 FCC Rcd 468, 472 (1989) (good faith negotiations necessitate that, at a minimum, one party must approach the other with a specific request).

A. Yes. At the next meeting of June 4, 2001, BellSouth's Finlen related that he understands many of Supra's requests, and even angrily lambasted Supra's representatives for their ignorance regarding network operations. He also stated that he had a "stack of documents" on his desk, and that he will forward the request to his SMEs. Supra still does not know why BellSouth did not present the template to its SMEs after receiving its request on April 26, 2000.

Q. HENDRIX STATED AT PAGE 16, LINE 14 THAT BELLSOUTH IS WILLING TO PROVIDE REASONABLE AND NECESSARY NETWORK INFORMATION. HE ALSO STATED AT PAGE 18, LINE 22 THAT BELLSOUTH RESPONDED TO SUPRA ON JULY 9, 2001. WHAT IS YOUR RESPONSE?

A. As stated earlier, BellSouth sent Supra a small amount of documents unrelated to Supra's requests. In a letter dated July 9, 2001, after the negotiation window allowed by the Commission had closed, BellSouth's Follensbee sent some documents to Supra, purporting to respond to some of Supra's requested documents (see JDH-18). In reality, none of them is responsive to the information requested by Supra. In fact, BellSouth had even changed Supra's request for BellSouth's network information to a request for ALEC network information.

Obviously BellSouth is attempting to mislead Supra and avoid producing the documents. The Commission should take note that after BellSouth's Finlen promised to forward to Supra the "stack of documents" on his desk responsive to Supra's demands, he was replaced by Gregg Follensbee. Mr. Follensbee has exchanged correspondence with Supra's Nilson, however, he has not produced any documents that satisfy Supra's

request. The Commission should rest assured that had BellSouth produced the requested documents, Supra would have fully discussed all the related issues with BellSouth.

Q. DID SUPRA RESPOND TO BELLSOUTH REGARDING THE INFORMATION PROVIDED BY BELLSOUTH?

A. Yes. In response to these documents, on August 1, 2001, Supra's Nilson replied to BellSouth's Follensbee with the attached letter **Supra Exhibit OAR 70**, stating his displeasure with BellSouth's ignoble tactics and outright refusal to provide the network information.

Q. AT PAGE 23, LINES 9-19 OF HIS TESTIMONY, WITNESS HENDRIX ASKED HIMSELF THE FOLLOWING QUESTION AND PROVIDED THE FOLLOWING RESPONSE:

> Q. PLEASE SUMMARIZE YOUR TESTIMONY?
>
> A. In my position, I am responsible for negotiations with hundreds of ALECs. While I often encounter ALECs that are not interested in devoting time to renegotiations of existing agreement, Supra is the only ALEC with whom I have dealt that has failed to file timely pleadings, testimony and other documentation required by the Commission and that has failed to comply with an express Commission order requiring the parties' to act. Supra's intentional delaying tactics and bad faith should not have been tolerated by BellSouth, and certainly should not be tolerated by this Commission.

WHAT IS YOUR RESPONSE?

A. BellSouth's Hendrix' summary, is disingenuous, to say the least, as he did not provide a single shred of testimony in support of his summary.

Issue 1: ***What are the appropriate fora for the submission of disputes under the Follow-On Agreement? Should the parties be required to submit disputes under this Agreement to an Alternative Dispute Resolution Process (Commercial Arbitration) or alternatively should the parties be allowed to resolve disputes before any Court of competent jurisdiction and should, at least, mandatory mediation (informal dispute resolution) be required prior to bringing a petition?***

Q. AT PAGE 4, LINE 23 TO PAGE 5, LINE 3, MR. RUSCILLI STATED THAT:

> EVEN IF THIS COMMISSION HAD THE LEGAL ABILITY TO ORDER THE ARBITRATION PROCEDURE REQUESTED BY SUPRA AND TO EMPOWER THE ARBITRATOR WITH THE ABILITY TO AWARD THE RELIEF SOUGHT BY SUPRA, TO SO WOULD BE ADVERSE TO PUBLIC POLICY. BELLSOUTH BELIEVES THAT, AS A MATTER OF POLICY, IT IS CRITICAL THAT INTERCONNECTION AGREEMENTS BE INTERPRETED CONSISTENTLY. ONE OF THE PRIMARY GUIDING PRINCIPLES OF THE ACT IS THAT CARRIERS SHOULD BE TREATED IN A NONDISCRIMINATORY FASHION.

WHAT IS YOUR RESPONSE TO THIS STATEMENT?

A. This Commission, in its wisdom approved the BellSouth/AT&T Interconnection Agreement in 1997 that was eventually adopted by Supra in October, 1999. Attachment 1 of that agreement contains the exact provisions Supra is seeking. See generally pages 61-67 of my direct testimony. BellSouth's position that "commercial arbitrators could produce inconsistent results in matters dealing with interconnection issues that arise between BellSouth and Alternative Local Exchanged Carriers" (see **DT of Ruscilli at page 5, lines 6-8**) is based on nothing more than the fact that BellSouth has received unfavorable results before commercial arbitrators. BellSouth has not presented one instance where commercial arbitrators have produced inconsistent results in matters dealing with interconnection issues.

BellSouth's further argues that "there would likely be an equally troubling inconsistency in the remedies available to different carriers that are under the Commission's jurisdiction" (see **DT of Ruscilli at page 6, lines 6-8**) is equally unsupported by any facts. In order to resolve disputes, commercial arbitrators consider the terms and conditions of the parties' agreement in conjunction with all applicable federal and state rules, just as the Commission would do. The difference is that commercial arbitrators have the ability to award damages, whereas the Commission does not. This is BellSouth's fear.

Perhaps, BellSouth's sole reason is that it could get the public to fund its anti-competitive activities while it continues to reap great benefits from those activities. As stated in the Comments of BellSouth Europe to the European Commission's Green Paper on the Liberalisation of Telecommunications Infrastructure and Cable Television Networks, dated March 15, 1995, a true copy of which is attached hereto as **Supra Exhibit OAR 71**:

> The incumbent brings enormous structural advantages to competition in the form of "paid-for" infrastructure, name recognition, brand loyalty, consumer inertia, **preferential access to data regarding the calling habits of its interconnecting competitor's customers, superior access to infrastructure, established regulatory/legislative relationships, etc. Page 6.** (Emphasis added.)

If the Commission decides that it does not have authority to decide this issue, then it should not mandate that the parties must bring disputes to one forum, but instead should allow the parties to bring disputes to any fora of their choosing.

Q. AT PAGE 5, LINE 17 TO PAGE 6, LINE 2, MR. RUSCILLI ASKED HIMSELF THIS QUESTION AND PROVIDED THIS RESPONSE:

Q. WHAT HAS BEEN BELLSOUTH'S EXPERIENCE WITH COMMERCIAL ARBITRATION?

A. BELLSOUTH'S EXPERIENCE WITH COMMERCIAL ARBITRATION HAS PROVEN THAT THE PROCESS IS AN IMPRACTICAL, TIME-CONSUMING AND COSTLY WAY TO RESOLVE INTERCONNECTION DISPUTES. OUR EXPERIENCE SHOWS THAT IT IS DIFFICULT TO FIND NEUTRAL COMMERCIAL ARBITRATORS THAT ARE SUFFICICIENTLY EXPERIENCED IN THE TELECOMMUNICATIONS INDUSTRY SO THAT A DECISION CAN BE MADE EXPEDITUOUSLY AND WITHOUT HAVING TO TRAIN THE ARBITRATOR ON THE VERY BASICS OF THE INDUSTRY. THE COMMISSION AND ITS STAFF ARE CLEARLY MORE CAPABLE TO HANDLE DISPUTES BETWEEN TELECOMMUNICATIONS CARRIERS THAN ARE COMMERCIAL ARBITRATORS.

DO YOU AGREE?

A. Absolutely not. Supra's experience with commercial arbitrators, [redacted] have been expedient and, although not necessarily cheap, not altogether expensive. [redacted]

Whereas, IDS filed its Complaint against BellSouth on May 11, 2001 titled Complaint of IDS Long Distance, Inc. n/k/a IDS Telecom, L.L.C., Against BellSouth Telecommunications, Inc., and Request for Emergency Relief, (CC Docket No. 010740-TP), and the Commission's Standard Order is scheduled to be issued on 01/07/2002. Even then, the Commission's Order is not final. According to Mr. Ruscilli, "the Commission's decision would also be appealable, and the Commission would resolve the matter only by ordering remedies within its power." **(DT of Ruscilli at page 6, lines 12-13).** What Mr. Ruscilli means is that after the Commission's Order, BellSouth would now have the opportunity to litigate the Order to any level within the judicial system.

First, pursuant to FPSC Rule 25-22.060, BellSouth would file a Motion for Reconsideration of the Commission's Order; whether such Motion is reasonable or not. Thereafter, it typically takes the Commission between two to three months before issuing its Final Order.

Second, if it has lost the Motion for Reconsideration, BellSouth would then file for Judicial Review pursuant to Rule 9.110, Florida Rules of Appellate Procedures. All the Orders issued by this Commission in the Dockets 980119-TP and 980800-TP, in which Supra was a party, were appealed by BellSouth. BellSouth is yet to comply with the Orders issued in these Dockets.

Q. HAVE YOU REVIEWED MR. RUSCILLI'S DIRECT TESTIMONY IN REFERENCE TO ISSUES 4 AND 9? IF YES, DO YOU WISH TO ADD ANY SUBSTANTIVE COMMENTS?

A. I have reviewed Mr. Ruscilli's Direct Testimony in reference to Issues 4 and 9 and as BellSouth has not set forth any new arguments in support of its positions, Supra stands by its response to these issues which have been adequately addressed in my Direct Testimony.

Q. HAVE YOU REVIEWED MR. PATE'S DIRECT TESTIMONY WITH RESPECT TO ISSUE 5? IF YES, WHAT IS YOUR RESPONSE?

A. Please see my discussions regarding Parity Provisions in my Direct Testimony. Furthermore, Supra agrees with Mr. Pate that Supra is entitled to view those customer service records where the end-user has given Supra permission to do so. All that Supra is requesting, is a download of BellSouth's customer service records to provide Supra with the ability to operate during the numerous downtimes experienced with the

use of BellSouth's CLEC OSS. **Supra Exhibit AZ 1.** [redacted]

Q. IN MR. PATE'S DIRECT TESTIMONY AT PAGES 4 – 7, HE IDENTIFIES THE PROCESS BY WHICH SUPRA IS AUTHORIZED TO VIEW CUSTOMER SERVICE RECORDS. DO YOU AGREE WITH HIS SUMMARY?

A. Not completely. Supra has operated under and will continue to operate under the requirement to execute a blanket letter of authorization, whereby the terms and conditions under which Supra can obtain customer service records is identified. It is Supra's position, that as a certificated and fully operational ALEC, that its execution of such a document is sufficient to ensure its compliance. BellSouth has failed to present any evidence that the execution of a blanket letter of authorization is insufficient as a stand-alone document necessary to ensure that an end-user's customer service records are afforded its proper confidentiality.

Additionally, Supra has never been required to obtain an individual letter of authorization prior to its review of a customer service record. Mr. Pate's discussion with respect to this step in BellSouth's process for review of a customer service record is not applicable to Supra and only serves to mislead this Commission as to Supra's obligations with respect to this issue.

It is Supra's policy to obtain the end-user's authorization at the time the customer calls to switch from BellSouth to Supra. Through the provision by the end-user of such personal information as required by applicable FPSC Rules, such as Social Security Number, Date of Birth, Driver's License Number, and Mother's Maiden Name, Supra is able to ensure that its employees receive the proper authorization prior to reviewing the

applicable customer service records. See Supra's Employee Training Manual - **Supra Exhibit OAR 74.**

Q. IN CONNECTION WITH ISSUE 16 AT PAGE 22 OF MR. RUSCILLI'S DIRECT TESTIMONY, HE STATES:

> In order to incorporate new or different terms, conditions or rates into the parties Agreement, it is imperative that an Amendment be executed.

DO YOU AGREE WITH THIS STATEMENT?

A. No. Anytime Supra requests an amendment to the parties' agreement, It is BellSouth's standard operating procedure to request that before BellSouth could agree to such an amendment, Supra must agree to delete an entire Attachment. The most recent example is the request made by Supra pursuant to the FPSC Order No. PSC-01-1181-FOF-TP Issued on May 25, 2001 in CC Docket No. 990649-TP. Copy of request letter attached as **Supra Exhibit OAR 75,** letter dated July 11, 2001 to Mr. Follensbee. On July 12, 2001, I spoke with Mr. Greg Follensbee, BellSouth's lead negotiator who told me that "BellSouth objects strongly to Supra's amendment request" and "promised to send a formal response explaining BellSouth's objections." See **Supra Exhibit OAR 76**, letter dated July 23, 2001 to Mr. Follensbee. Mr. Follensbee replied to my letters dated July 11 and 23, 2001 via his misdated letter dated July 19, 2001. See attached **Supra Exhibit OAR 77**, In his response, Mr. Follensbee stated that :

> In order to provide those rates, it will be necessary to replace the existing attachment 2 with a new attachment 2 that incorporates the terms and conditions that coincide with the new rates.

BellSouth's management's position is a direct violation of the FPSC Order No. PSC-01-1181-FOF-TP which provides that:

ORDERED that the approved rates shall become effective when existing interconnection agreements are amended to incorporate the approved rates, and those agreements become effective.

There is nothing in this Order to support BellSouth's position.

BellSouth's true intentions are in connection with having to provide services that Supra is entitled to receive under the parties' current Agreement, and that is simply to delay and put-off the provisioning of these services. Although BellSouth does not dispute, as it could not possibly, Supra's right to pick and choose new and better terms and conditions, BellSouth has chosen instead to dispute the date in which it must operate under such. BellSouth seeks to use the amendment process as a means to hinder and delay both Supra and its end-users. It is no wonder why BellSouth takes this position and affirms its stance by stating that the "...Amendment [will] become effective when it is signed by both parties." (**Ruscilli DT at page 23**) The reason being that BellSouth is able to put off the adoption of more favorable terms until the longest date possible.

BellSouth cannot point to any foreseeable harm should Supra's position be accepted, as there is none. If the Commission accepts BellSouth's position then BellSouth will have no incentive to provide requested services and could, potentially, delay executing an amendment indefinitely. As an example of this non-compliant behavior one must look no further than Supra's attempts to adopt, as part of its current Agreement, the "comparative advertising" provision contained within the Mpower Interconnection Agreement. Although Supra requested the right to adopt that provision via correspondence dated October 6, 2000 (**Supra Exhibit OAR 41**), BellSouth has never responded, and has instead chosen to ignore Supra's request.

As further support of the need to adopt Supra's proposed language as an incentive for ILEC compliance, one need look no further than the FCC's Fourth Report

and Order adopted July 12, 2001. With respect to collocation issues, the FCC affirmatively stated that "[they] recognize that an incumbent LEC has powerful incentives that, left unchecked, may influence it to allocate space in a manner inconsistent with [its] duty" (**Id.** at paragraph 92) and, "...incumbents also have incentives to overstate security concerns so as to limit physical collocation arrangements and discourage competition." **Id.** at paragraph 102. This language properly reflects the FCC's conclusions that ILECs require incentives in order to ensure compliance with the Act. Additionally, the FCC's concerns over ILEC abuse of its former monopoly status with respect to its competitors [redacted] As such, this Commission must be proactive, with respect to ILEC incentives for compliance, to properly promote competition in the state of Florida.

Based upon the foregoing, it is imperative that the Commission deny BellSouth's attempt to make Supra execute an amendment and uphold Supra's position to make the effective date retroactive to the date of the request in order to dispel any incentive on behalf of BellSouth's to delay acceptance of said request.

Q. AT PAGE 22 OF MR. RUSCILLI'S TESTIMONY, HE NOTES THAT IT IS NOT ONLY BELLSOUTH'S PRACTICE TO EXECUTE AMENDMENTS, BUT THAT THE COMMISSION'S RECENT ORDER IN DOCKET NO. 990649-TP (UNE PRICING), APPEARS TO CONFIRM BELLSOUTH'S POSITION. DO YOU AGREE WITH THIS STATEMENT?

A. No. Other than merely stating that it is BellSouth's "practice" of executing amendments, BellSouth has failed to set forth any reason, whatsoever, as to why these practices must be adhered to in connection with this issue. Moreover, BellSouth's reliance upon the Commission's Order in Docket 990649-TP, and the quotation from

page 473 cited in Mr. Ruscilli's testimony is misplaced as the Commission was addressing UNE pricing rather than the provisioning of services as addressed in this issue. BellSouth cannot be allowed to hide behind these mirages in order to uphold their misdirected position.

Q. AT PAGE 23 OF MR. RUSCILLI'S TESTIMONY, HE STATES:

> It is ludicrous for Supra to contend that BellSouth must provide Supra with services, items or elements without compensation when those services, items or elements are not in Supra's Agreement.

DO YOU AGREE WITH THIS STATEMENT?

A. No. BellSouth his missed the point. At pages 72 and 73 of my Direct Testimony I addressed those instances wherein BellSouth should be required to provide items, elements or services without additional compensation due BellSouth and I will therefore not reiterate those here. It was never Supra's position that BellSouth provide said items without compensation. However, it remains Supra's stance that for services, items or elements it requests, whether or not addressed in the parties' Follow-On Agreement, that such services should be provided at the time of request and that for new items, elements or service, upon Supra's acceptance of a relevant and reasonable cost study, the prices should be applied retroactively. Surely, BellSouth cannot claim that it is unfamiliar with the concept of "true-ups", as such are applied to ALECs seeking to collocate equipment in BellSouth central offices. Supra seeks similar treatment here.

Q. IN CONNECTION WITH ISSUE 17 AND SUPRA'S RIGHT TO ENGAGE IN "TRUTHFUL" COMPARATIVE ADVERTISING, BELLSOUTH HAS PROPOSED CERTAIN LANGUAGE. IS THIS LANGUAGE ACCEPTABLE TO SUPRA?

A. No. The language proposed by BellSouth (with the exception of the use of the name "BellSouth") fails to afford Supra the unfettered right to engage in "comparative commercial advertising," which right Supra is allotted under 15 U.S.C.A. Section 1125(c)(4)(A). As set forth in full in my Direct Testimony, although Supra requested the right to adopt the "comparative advertising" provision set forth in the Mpower Interconnection Agreement, BellSouth has never responded and has ignored Supra's request. Furthermore, the language proposed by BellSouth goes directly against the Federal Trade Commission's policy of encouraging comparative advertising.

Q. IS BELLSOUTH THE OWNER OF THE "BELLSOUTH" MARK?

A. No. As set forth in page 2 of the Order on BellSouth Intellectual Property Corporation's ("BIPCO") Motion for Preliminary Injunction dated February 9th, 2001[5](a copy of which is attached hereto as **Supra Exhibit OAR 78**) BIPCO, a subsidiary of BellSouth Corporation, owns all United States trademarks used by BellSouth Corporation and its subsidiaries (i.e. BELLSOUTH, BELL, the BELL SYMBOL, AREA PLUS, COMPLETE CHOICE, MEMORY CALL, PRESTIGE, PULSELINK, RINGMASTER AND PRIVACY DIRECTOR[6]). BellSouth is licensed to use BIPCO's trademarks in the provision of its local telecommunications services. As such, any agreement between Supra and BellSouth, concerning Supra's right to use comparative advertising, must necessarily include BIPCO as a signatory to same. Moreover, and as a point of clarification, the Court in the BIPCO matter specifically and only enjoined Supra from using the BELLSOUTH® mark: 1) in the phrases "Kick Up to 50% off your

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[5] This Order was entered in the action title BellSouth Intellectual Property Corporation v. Supra Telecommunications & Information Systems, Inc., case no. 00-4205-Civ, pending before Judge Graham and Magistrate Turnoff in the United States District Court for the Southern District of Florida ("BIPCO matter").

current BellSouth phone Bill," or "Get Up to 50% off your current BellSouth phone Bill," or 2) in a manner in which the BELLSOUTH® mark is distorted..." (**Id.**)

Q. IN CONNECTION WITH ISSUE 18, WHAT IS SUPRA'S POSITION AS TO THOSE ITEMS, ELEMENTS OR SERVICES THAT WERE NOT ESTABLISHED IN THE COMMISSION'S MAY 25, 2001 ORDER IN DOCKET NO. 990649-TP?

A. For those items, elements or services (collectively "items") that have not been set in Order Docket No. 990649-TP, it is Supra's position that the parties should negotiate the rates for such items and further that BellSouth, within a reasonable amount of time, should supply Supra, with cost studies for said items. However, Supra wishes to make clear to the Commission that it in no way endorses the use of BellSouth's tariff's for the establishment of such rates as there is no reasonable basis why the parties cannot negotiate or arbitrate such rates based upon cost studies.

Q. IN REFERENCE TO ISSUE 26, IS IT YOUR UNDERSTANDING THAT THIS ISSUE HAS BEEN NARROWED?

A. Yes. Issue 26 was previously framed as: "Under what rates, terms and conditions may Supra purchase network elements or combinations to replace services currently purchased from BellSouth tariffs?"

Q. HAS THIS ISSUE BEEN NARROWED?

A. Yes. This issue has been narrowed to the following: Should the TELRIC cost to do a record change in BellSouth's OSS, plus the recurring price of the appropriate

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[6] The PRIVACY DIRECTOR mark is not owned by BIPCO, however, BIPCO has filed an application to register the mark.

network elements or combinations, be the non-recurring price to purchase network elements and combinations in such situations.

Although this issue has been narrowed, it does not appear that BellSouth framed its response accordingly. Rather, it appears that BellSouth has answered the original issue 26 set forth above. Based upon the foregoing, it does not appear as if Supra needs to address Mr. Ruscilli's Direct Testimony on this issue as Supra has thoroughly addressed this matter. However, in the event it is revealed that BellSouth's response is responsive to the aforementioned narrowed issue, Supra reserves the right to rebut Mr. Ruscilli's testimony to that extent.

Q. IN CONNECTION WITH ISSUE 35, MR. KEPHART, AT PAGE 27 OF HIS DIRECT TESTIMONY, BELIEVES THAT THIS COMMISSION SHOULD AFFIRM ITS DECISION IN THE AT&T ARBITRATION DOCKET 000731-TP FOR THOSE SUPRA EMPLOYEES WHO WILL HAVE UNESCORTED ACCESS TO BELLSOUTH'S PREMISES. DO YOU AGREE WITH THIS POSITION?

A. No. The Commission, based upon the facts espoused in the AT&T arbitration, Docket 000731-TP, ("AT&T matter"), required that AT&T conduct criminal background checks on its employees and agents who have been with the company for less than two years, and who may work on BellSouth's premises. Unlike the open-ended, Florida, county by county criminal background check that Supra conducts on all of its employees, AT&T had no criminal background check in place for its employees who would have access to BellSouth's premises. As a result, AT&T argued that a two year criminal background check was reasonable in light of BellSouth's request that AT&T conduct a five year background check. Since Supra's security measures are more stringent than those that BellSouth has in place for its own employees, any requirement

that Supra be required to conduct a second, less extensive criminal background check is not only duplicative, it is also unreasonable, excessive and discriminatory.

BellSouth's argument is equally disingenuous when applied to vendors of Supra as a majority of the vendors Supra retains, and whom have access to BellSouth's premises, are obtained from a list of certified vendors provided and approved by BellSouth. For those non-certified vendors retained by Supra, this argument is baseless, as all of Supra's vendors are licensed and bonded contractors in accordance with the laws of the state of Florida and as BellSouth fails to adhere to its own alleged practice of conducting a five year criminal background check for vendors it hires.

Q. IN YOUR RESPONSE ABOVE YOU STATE THAT "BELLSOUTH FAILS TO ADHERE TO ITS OWN ALLEGED PRACTICE OF CONDUCTING A FIVE YEAR CRIMINAL BACKGROUND CHECK FOR VENDORS IT HIRES." PLEASE EXPLAIN THIS STATEMENT.

A. At page twenty-two (22) of Mr. Kephart's Direct Testimony, he states:

> BellSouth requires a seven (7) year criminal background check for all of its employees prior to hiring, and a five (5) year criminal background check for vendors and agents.

As more fully alluded to in the Rebuttal Testimony filed by Levoyd L. Williams, Vice President of Network Operations for Supra, Mr. Kephart's statement is false. Pursuant to Mr. Williams' testimony, he was previously employed as a Branch Manager in charge of Florida Operations with Lexent Services, Inc. ("Lexent"), which is a certified installation vendor for BellSouth. During Mr. Williams' tenure with Lexent he was solely responsible for hiring and placing Lexent employees to work in BellSouth's central offices. Although Mr. Williams hired and placed employees to work in various BellSouth central offices, he was never asked to provide BellSouth with authorization to

conduct a criminal background check on any Lexent employee nor was he ever requested to produce any means otherwise verifying that a criminal background check had previously been conducted on a particular employee. The fact that BellSouth fails to adhere to its own asserted security measures, when coupled with those stringent criminal background checks Supra has in place for both its vendors and employees, makes any further requirement not only duplicative, unreasonable and excessive, but also ludicrous.

Q. AT PAGES 23 AND 24 OF MR. KEPHART'S DIRECT TESTIMONY, HE STATES:

> The ALEC should not knowingly assign to BellSouth's premises any individual who was a former employee of BellSouth and whose employment with BellSouth was terminated for a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
>
> The ALEC should not knowingly assign to BellSouth's premises any individual who was a former contractor of BellSouth and whose access to BellSouth's premises was revoked for a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.

Q. DO YOU AGREE WITH THIS POSITION?

A. No. The argument that was set forth in response to Issue 35 in my Direct Testimony, specifically that BellSouth's requirements are unreasonable, excessive, discriminatory and not in compliance with the FCC's ruling (FCC 99-48) issued on March 31, 1999, are re-incorporated and affirmed herein in opposition to this posture taken by BellSouth. Moreover, it is against public policy to preclude an individual from obtaining employment and from otherwise attaining rehabilitation where that individual has been previously convicted of a crime. If the Commission were to accept BellSouth's position this would cut directly against public policy as it would force Supra to turn away

otherwise qualified candidates on the basis that they have been convicted of a crime. This cut runs even deeper when one takes into account the fact that Supra, based upon this absurd posture, would have to refuse employment to those individuals who have not only been "accused" of having committed a criminal offense but who have yet to have their day in court. I guess the phrase "innocent until proven guilty" has lost its luster in the eyes of BellSouth.

Q. HAS THE FCC ADDRESSED AN ILEC'S SECURITY CONCERNS REGARDING ACCESS, BY A CLEC, TO AN ILEC'S PREMISES?

A. Yes. In addressing security concerns of ILECs regarding physical collocation and access to their premises CLECs, the FCC in its Fourth Report and Order, CC Docket No. 98-147 adopted July 12, 2001, affirmed Supra's position and stated:

> We find, based on the record before us, that there is simply insufficient evidence to support a finding that incumbent LECs' security concerns require physical separation of collocated equipment from the incumbent's own equipment in every instance. Incumbents claim that the placement of competitors' equipment in the incumbent's premises raises serious security concerns that can only be or are best addressed by physical segregation of the competitors' equipment from the incumbent's equipment. In contrast, competitors argue that the D.C. Circuit rejected this argument, finding that there were "alternative means available to [incumbent] LECs to ensure . . . security." Competitors also contend that security is not one of the limits established in section 251(c)(6) on the incumbent's obligation to provide physical collocation. The D.C. Circuit recognized that incumbents' security concerns could be addressed by alternative measures.[7] Our rules currently permit incumbent LECs to install security cameras or other monitoring systems, and to require competitive LEC personnel to use badges with computerized tracking systems while on the incumbent's premises, among other security options. We find that such measures will provide sufficient security for an incumbent's equipment in most circumstances.

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[7] *See GTE v. FCC*, 205 F.3d at 425 ("[I]t is hardly surprising that the FCC opted to prohibit [mandatory caged collocation], particularly given the alternative means available to LECs to ensure the security of their premises.").

While we recognize that incumbents, like other users of incumbent LEC premises, have a right to protect their equipment from harm, incumbents also have incentives to overstate security concerns so as to limit physical collocation arrangements and discourage competition. (See FCC Fourth Report and Order, at paragraphs 101 and 102- footnotes omitted.)

Q. WITH RESPECT TO ISSUES 38 AND 46, WHAT IS YOUR RESPONSE TO MR. PATE'S POSITION THAT BELLSOUTH'S CLEC OSS IS IN COMPLIANCE WITH THE PARITY REQUIREMENTS OF THE ACT?

A. I could not disagree more. In fact, Mr. Pate now believes that LENS provides Supra with nondiscriminatory access to BellSouth's OSS. [redacted] For a more complete technical discussion on this issue, please see the Rebuttal Testimony of Adnan Zejinilovic.

[redacted]

[redacted]

Q. [redacted]

A. That LENS does not provide Supra with the capability to perform pre-ordering, ordering, provisioning, maintenance and repair and billing functions in real time or in a manner consonant with BellSouth's performance of the process. BellSouth Videotape, "This Ol' Service Order."

[redacted]

[redacted]

Additionally, the dual system of OSS (i.e. one system for the ILEC and another for the ALEC) which are common today are inherently unequal. To paraphrase the Supreme Court's wisdom in abolishing racial integration in public schools, ***"separate but equal, is inherently unequal."*** Of course, there is no equality here, separate or otherwise. Effective OSS are the key to allowing an ALEC to effectively compete. Without true parity in OSS, no competition can develop in the local exchange market. BellSouth should be ordered to comply with its statutory obligations.

On or about September 24, 1999, witness Pate (under oath) made false claims in his response on behalf of BellSouth to FPSC Staff 1st Set of Interrogatories, Item No. 11 in FPSC Docket No. 980119-TP:

> REQUEST: Can online edit checks be made on the current version of LENS? If yes, when was this feature made available?
>
> RESPONSE: Yes. LENS is currently in a transition from "old LENS" to a version of LENS based on TAG. TAG incorporates all of the online edit checks in question.

The above response is blatantly false, as LENS was and has not been transformed to a version based on TAG. Nor does TAG incorporate all of the online edit checks which were at issue. As stated above, TAG, just like LENS, is edited by LEO and LESOG, not by FUEL and SOLAR. As a matter fact, none of the ALEC OSS can use the FUEL and SOLAR databases as ALECs do not issue service orders.

Amazingly, Mr. Pate continued to make such blatantly false statements in his responses to the Commission's Staff's 1st Set of Interrogatories, Item Nos. 12 to 16 in FPSC Docket No. 980119-TP, a true copy of which is attached as **Id.**

Item No. 12:

REQUEST: If the answer to interrogatory 11 is negative, is it technically feasible to modify LENS to provide the same interaction and online edit checking features that occur when BellSouth's retail ordering interfaces interact BellSouth's FUEL and SOLAR databases?

RESPONSE: No response necessary

Item No. 13:

REQUEST: If it is possible to modify LENS to provide the online edit checking features described in interrogatory 12, please describe the steps necessary to accomplish this task, including the following:

RESPONSE :No response necessary

Item No. 14:

REQUEST: If it is not possible to modify LENS to provide the online edit checking feature described in interrogatory 12, please explain why BellSouth believes that such modifications are not feasible.

RESPONSE: Please see BellSouth's response to item No. 11.

Item No. 15:

REQUEST: Is BellSouth willing to engage in negotiations with Supra in order to modify LENS to provide online edit checking?

If the answer is yes, please specify the conditions under which BellSouth is willing to work with Supra on this matter (for example, cost limitations, time constraints).

If not, why not?

RESPONSE: Please see BellSouth's response to Item No. 11.

In addition, Supra successfully completed verification testing of TAG on October 25, 1999, and therefore may now use TAG in production for pre-ordering and ordering. BellSouth assumes that, because Supra has made the effort to establish TAG, Supra will now use TAG rather than LENS.

Item No. 16:
REQUEST: Have other CLECs requested that LENS be modified to include online edit checking? If yes, please identify those CLECs.

RESPONSE: No formal requests have been received via the Electronic Change Control Process (EICCP).

Apparently, as has been their pattern, BellSouth employees make false statements to judicial bodies without fear of any consequences. As stated above, TAG does not provide online edit checking. The FPSC actually ordered BellSouth to modify LENS to allow for the same online edit checking capability that BellSouth provides its own retail services, provided by SOLAR and FUEL databases. Witness Pate's response also contradicted BellSouth's avowed position on this matter. In BellSouth's Motion For Reconsideration And Clarification filed on August 6, 1998 in CC Docket no. 980119-TP, BellSouth stated that:

> In order to provide the same exact same online edit checking capability that BellSouth's retail ordering systems provide, BellSouth would be required to place computer hardware and software on the premises of the ALEC. This would entail an enormous amount of investment in both time and money. BellSouth's Regional Navigation System ("RNS") and other systems such as the Direct Order Entry System ("DOE") would essentially be placed on the premises of the ALEC.

BellSouth's claim, that in order to provide the same exact same online edit checking capability that BellSouth's retail ordering systems provide, BellSouth would be required to place computer hardware and software on the premises of the ALEC and would entail an enormous investment in both time and money, lacks validity. In any event, to the extent that BellSouth would have to do what it takes to comply with its

contractual and statutory obligations, *BellSouth must make all necessary investments to comply.*

47 CFR §51.313 states that:

> **(c) An incumbent LEC must provide a carrier purchasing access to unbundled network elements with the pre-ordering, ordering, provisioning, maintenance and repair, and billing functions of the incumbent LEC's operations support systems.**

Q. IN MR. PATE'S DISCUSSION REGARDING ISSUE 46, HE STATES THAT BELLSOUTH'S COMPLEX SERVICE REQUESTS ARE HANDLED MANUALLY. WHAT IS YOUR RESPONSE?

A. Pate contradicts his previous deposition testimony given in the Petition of MCImetro/BST Arbitration, Docket No. 11901 - U. **Supra Exhibit OAR 92.** The contradictory testimony and the questions that elicited it are as follows:

> Q. Are there any services that BellSouth only can order manually? In other words, you can't even submit it into ROS. Somebody has to put it down on a piece of paper and take it to a technician?
>
> A. Well, no. But think of it this way, you have got to have some interface some way to put it in the order and that's how ROS has been built; but the services you just described I think are those complex services, which means you've got to build it in the service order format just like you would build it if you were entering into SOCS directly. And that's all ROS is doing is just being the interface building in that same format.
>
> See pages 46 and 47 **Id.**

Q. MR. PATE SPENDS CONSIDERABLE TIME DISCUSSING THE CHANGE CONTROL PROCESS ("CCP"). WHAT IS YOUR RESPONSE TO THIS DISCUSSION?

A. This is a red herring, as BellSouth's CCP is a sham. BellSouth has set up various smokescreens, including its CCP, in an attempt to convince the state

commissions and the FCC that it is making every attempt to comply with the Act and to further its aim to achieve 271 approval.

ALECs do not have any clout in BellSouth's CCP and are prevented from raising any contractual OSS matters as well as from bringing anything besides a request. (I have attached several examples of these "change requests" for your review. **Supra Exhibits OAR 93 - 96.** When a ALEC makes a request, and a CLEC can only make a request, BellSouth unilaterally determines whether to take any action or not. BellSouth has no incentive, and Supra knows from experience [redacted] as well as from the FCC's concerns in the Fourth Report and Order, that ILECs have a propensity to act in an anti-competitive manner when they lack proper incentives.

Furthermore, if BellSouth was truly concerned with CLEC OSS, it could begin by addressing the numerous issues raised in the various state commission, federal and state court, commercial arbitration, and FCC proceedings brought against it for its failure to provide nondiscriminatory access to its OSS. Instead, BellSouth puts forth this sham of a process whereby BellSouth unilaterally determines what action to take with respect to CLEC **requests**.

Q. IS SUPRA AN ACTIVE PARTICIPANT IN BELLSOUTH'S CCP?

A. No. Supra refuses to participate in BellSouth's sham process and to further help BellSouth mislead the applicable regulatory bodies. First, it is a waste of resources that ALECs could and should be using to compete against BellSouth. Therefore, Supra cannot justify expending the time and manpower necessary to document and submit all of its problems, participate in this process and end up no better off than if Supra had done nothing. Instead, Supra's resources are better spent addressing this matter through the commercial arbitration process mandated by the parties' Agreement.

Second, Supra does not want to be a part of a sham process that is intended to give the appearance of compliance and aid BellSouth's attempts to obtain 271 approval. Finally, in part of BellSouth's CCP documentation, the CLEC must agree to use the stated Dispute Resolution Process as its exclusive means to resolve disputes, which I have attached as **Supra Exhibit OAR 97.** This process serves to merely delay and avoid resolution in favor of a CLEC, and is unacceptable to Supra.

Q. THOUGH YOU DO NOT WISH TO USE BELLSOUTH'S CCP, MR. PATE STATES THAT IT IS THE APPROPRIATE FORUM IN WHICH TO ADDRESS OSS ISSUES. DO YOU AGREE?

A. No. The parties' Agreement specifically requires that the parties take their disputes to commercial arbitration. As such, [redacted].

Furthermore, BellSouth's CCP Manual states, "The Change Control Process will cover change requests for the following interfaces ...LENS ... EDI ... The scope of the Change Control Process **does not** include the following: ... Contractual Agreements." **Supra Exhibit OAR 98.** The CCP is designed to only address requests regarding non-parity, CLEC OSS issues, on a non-contractual basis. BellSouth's CCP is not the appropriate or mandatory forum to address Supra's issues.

Q. IN CONNECTION WITH ISSUE 44, DO YOU AGREE WITH BELLSOUTH'S PRACTICE OF REQUIRING SUPRA TO ADOPT "ALL TERMS THAT ARE LEGITIMATELY RELATED TO THE TERMS THAT SUPRA DESIRES TO ADOPT

FOR ITSELF" AS STATED ON PAGE 35 OF JOHN RUSCILLI'S DIRECT TESTIMONY?

A. No. BellSouth misreads and misapplies the "pick and choose" rule adopted in AT&T v. Iowa Utilities Board, 525 U.S. 366 (1999). Supra is allowed to pick and choose which terms it desires to adopt and need not adopt an entire agreement, or portion thereof, in order to attain the terms requested for adoption. BellSouth is using this broad, general language as a means to (1) limit what terms, rates and conditions Supra may pick, and (2) find reasons to argue so as to delay the implementation of such new terms, rates and conditions. Should the new terms, rates and conditions apply retroactively to the date of Supra's request, BellSouth would not have such great incentives to dispute what may or not be adopted.

Q. DO YOU AGREE WITH MR. RUSCILLI'S POSITION THAT CHANGES TO THE RELATIONSHIP BETWEEN SUPRA AND BELLSOUTH CAN ONLY BE AFFECTED BY AMENDING THE CONTRACT WHICH WILL BE EFFECTIVE ON THE DATE THE AMENDMENT MEMORIALIZING THE ADOPTION IS SIGNED BY BOTH PARTIES?

A. No. As discussed in my Rebuttal Testimony to Issue 16 herein, the use of an amendment serves no reasonable purpose other than to hinder and harm both Supra and its telecommunications customers. The reason BellSouth has taken this stance requiring an amendment and by further failing to acknowledge the amendment's effectiveness until executed by both parties, is that no harm can befall BellSouth. Should the Commission accept BellSouth's position, BellSouth will have no incentive to affirm Supra's request to adopt specific terms and could, potentially, delay executing an amendment indefinitely. As an example of this non-compliant behavior one must look no further than Supra's attempts to adopt, as part of its current Interconnection

Agreement, the "comparative advertising" provision contained within the Mpower Interconnection Agreement. Although Supra requested the right to adopt that provision via correspondence dated October 6, 2000 (**Supra Exhibit OAR 41**), BellSouth has never responded as it has instead chosen to ignore Supra's request.

As further support of the need for an incentive for ILEC compliance, one need look no further than the FCC's Fourth Report and Order adopted July 12, 2001. With respect to collocation issues, the FCC affirmatively stated that "[they] recognize that an incumbent LEC has powerful incentives that, left unchecked, may influence it to allocate space in a manner inconsistent with [its] duty" (Id. at paragraph 92) and, "...incumbents also have incentives to overstate security concerns so as to limit physical collocation arrangements and discourage competition." Id. at paragraph 102. This language reflects the FCC's conclusions that ILECs require incentives in order to ensure compliance with the Act. In Supra's case, the FCC's concerns over ILEC abuse of its former monopoly status with respect to its competitors are proven accurate in the Arbitral Tribunal's Award. As such, this Commission must be proactive, with respect to ILEC incentives for compliance, to properly promote competition in the state of Florida.

Based upon the foregoing, it is imperative that the Commission deny BellSouth's attempt to make Supra execute an amendment and uphold Supra's position to make the effective date retroactive to the date of the request in order to dispel any incentive on behalf of BellSouth to delay acceptance of said request.

Moreover, any argument set forth by BellSouth that it is its "practice" to execute amendments fails to withstand muster as BellSouth has failed to, and more importantly, cannot set forth any reason, whatsoever, as to why these practices must be adhered to in connection with this issue.

Q. IN ISSUE 47, MR. PATE ARGUES THAT BELLSOUTH IS NOT OBLIGATED TO PROVIDE SUPRA WITH AN ELECTRONIC INTERFACE FOR THE SUBMISSION OF ALL OF SUPRA'S ORDERS. WHAT IS YOUR RESPONSE TO THIS POSITION?

A. Please see my discussions regarding Parity Provisions in my Direct Testimony as well as my responses to Issues 38 and 46 herein. I believe that my previous discussions adequately address Mr. Pate's arguments as to Supra's submission of LSRs under any circumstances.

As Mr. Pate has previously testified that BellSouth does not submit any manual orders **(Supra Exhibit 92)**, thus, BellSouth has an electronic interface for every occasion. As such, the parity provisions of the Act as well as the logic of the Arbitral Award require that BellSouth provide the same electronic interfaces to Supra.

Q. IN CONNECTION WITH ISSUE 51, JOHN RUSCILLI IN HIS DIRECT TESTIMONY AT PAGES 37 AND 38, STATES THAT "...BELLSOUTH IS NOT REQUIRED TO PROVIDE ELECTRONIC ORDERING FOR ALL UNEs..." IN ADDITION TO MR. RUSCILLI, MR. PATE ALSO ADDRESSED THIS ISSUE. PLEASE COMMENT.

A. Please see my discussions regarding Parity Provisions in my Direct Testimony as well as my responses to Issues 38 and 46 herein.

BellSouth's position that it is "not required to provide electronic ordering for all UNEs" is typical of BellSouth's utter disregard for the Act's parity provisions. As set forth in the Local Competition Order (96-325), the FCC stated, at paragraph 523, that "(o)bviously, an incumbent that provisions network resources electronically does not discharge its obligations under section 251(c)(3) by offering competing providers access

that involves human intervention." Similarly, the FCC, at paragraph 519 of its First Report and Order, CC Docket 96-98 stated in pertinent part that:

> As another example, the Georgia Commission recently ordered BellSouth to provide electronic interfaces such that resellers have the same access to operations support systems and informational databases as BellSouth does, including interfaces for pre-ordering, ordering and provisioning, service trouble shooting, and customer daily usage.[8] In testimony before the Georgia Commission, **a BellSouth witness acknowledged that "[n]o one is happy, believe me, with a system that is not fully electronic."**[9]

Accordingly, if BellSouth uses electronic processes for its own retail pre-ordering, ordering, provisioning, maintenance and billing processes, and does nor provide the same to its competitors to obtain what amounts to substantially the same elements or services, it is not providing parity.

BellSouth's refusal to provide electronic interfaces in order to allow Supra to compete in a non-discriminatory manner with BellSouth should not be taken lightly. This is especially true when one views this statement [redacted] Accordingly, Supra's proposed language, in my Direct Testimony, should be adopted by this Commission.

Q. AS TO ISSUE 52, BELLSOUTH HAS PROPOSED THE FOLLOWING LANGUAGE:

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[8] See In Re Petition of AT&T for the Commission to Establish Resale Rules, Rates, Terms and Conditions and the Initial Unbundling of Services, Docket 6352, (Georgia Commission May 29, 1996).

[9] Id.

> The discount applied to Supra Telecom's purchase of BellSouth Telecommunications services for purposes of resale shall be as set forth in Exhibit A, attached hereto and incorporated herein by this reference. The discount shall be applied to the retail rate for the telecommunications service purchased by Supra Telecom. Such discount shall reflect the costs attributable to any marketing, billing, collection and other costs avoided by BellSouth as specified in the Act, by the FCC and the appropriate state public service commission.

IS SUPRA IN AGREEMENT WITH THE LANGUAGE PROPOSED BY BELLSOUTH?

A. No. The issue in the BellSouth/WorldCom Arbitration (Order No. PSC-01-0824-FOF-TP) is identical to the issue before the Commission in the instant matter and that issue is as stated:

> *Should the resale discount apply to all telecommunications services BellSouth provides to end users, **regardless of the tariff** in which the service is contained?*

As BellSouth's proposed language fails to address the heart of the issue (i.e. it fails to affirmatively acknowledge that the resale discount **shall** apply to all telecommunications services BellSouth provides to end users, **regardless of the tariff** in which the service is contained), BellSouth's language is deficient and Supra's language should be adopted. Since BellSouth failed to acknowledge, in no uncertain terms, the application of the resale discount irrespective of the tariff that it may be contained in, this defect can only lead to future, unnecessary litigation.

Q. HAVE YOU REVIEWED MR. PATE'S DIRECT TESTIMONY IN REFERENCE TO ISSUE 55? IF YES, DO YOU WISH TO ADD ANY SUBSTANTIVE COMMENTS?

A. I have reviewed Mr. Pate's Direct Testimony in reference to Issue 55 and as BellSouth has not set forth any new arguments in support of its position, Supra stands

by its response and proposed language to this issue, which has been adequately addressed in my Direct Testimony.

Q. HAVE YOU REVIEWED MR. PATE'S DIRECT TESTIMONY IN REFERENCE TO ISSUE 57? IF YES, DO YOU WISH TO ADD ANY SUBSTANTIVE COMMENTS?

A. I have reviewed Mr. Pate's Direct Testimony in reference to Issue 57 and as BellSouth has not set forth any new arguments in support of its position, Supra stands by its response to this issue, which has been adequately addressed in my Direct Testimony.

Q. IN CONNECTION WITH ISSUE 59 AT PAGE 39 OF JOHN RUSCILLI'S DIRECT TESTIMONY, MR. RUSCILLI STATES:

> BELLSOUTH IS UNDER NO OBLIGATION TO EXPEDITE SERVICE FOR SUPRA OR ANY OTHER ALEC.

DO YOU AGREE WITH THIS STATEMENT?

A. No. BellSouth's position exemplifies, once again, their refusal to comply with the Act's parity provisions. If BellSouth is able to expedite orders for its customers, it must also do so for Supra's customers. Moreover, there is no evidence that would lead Supra to believe that expediting orders costs BellSouth any more than orders provisioned in the ordinary course of business. Of course, as BellSouth has refused to provide Supra with information regarding BellSouth's network, Supra has no documentary evidence to support its position.

Q. HAS BELLSOUTH PROVIDED SUPRA WITH QUICKSERVICE AT PARITY WITH ITS OWN RETAIL OPERATIONS?

A. No. BellSouth has willfully and intentionally failed to provide Supra and its customers the same quality of service that BellSouth provides to itself and its customers as evidenced by BellSouth's failure to provide Supra's customers with soft dial tone, also known as QuickService. [redacted] Service is the ability of a phone company to provide customers expedited service, in circumstances where the phone line at the location is already connected for service (i.e. has soft dial tone). **Supra Exhibit OAR 80.** BellSouth CSRs are and have been trained that a CLEC order cannot have a desired due date "sooner than the following day." **Supra Exhibit OAR 84.**

[redacted] Mr. Hendrix, the Senior Director at BellSouth responsible for the negotiations and implementation of contracts between BellSouth and its competitors, uses this issue as a reiteration of BellSouth's philosophy in "helping Supra succeed." According to Hendrix, because the word QuickService or QuickServe is not contained in the Agreement, BellSouth is under no obligation to provide it to Supra. This is nonsensical, given the parity provisions cited in my Direct Testimony.

When faced with this evidence, BellSouth's Pate, [redacted]

[redacted]

[redacted]

Although Supra first notified BellSouth of the QuickServe disparity between the two companies in 1998 (**Supra Exhibits OAR 99 and 100.**), BellSouth has admittedly failed to install any electronic system that would allow Supra to provide its customers with same-day service, as BellSouth provides to its customers. **Supra Exhibit OAR 101.** LSRs that are submitted manually (i.e. via fax), whether Supra calls BellSouth's LCSC or not, are generally provisioned later than electronically submitted LSRs. **Supra Exhibit OAR 80**. Supra informed BellSouth on numerous occasions that BellSouth's proposed "workaround" procedure does not resolve the problem, as Supra was told to call the LCSC in order to inform BellSouth that a specific customer was entitled to QuickServe. **Id.** Of course, this workaround failed because Supra CSRs would often be on hold for as long as 45 minutes, trying to get a BellSouth representative to change a maximum of 3 orders per call. **Id.** BellSouth does not dispute the length of the LCSC hold times. **Id.**

BellSouth continues to deem QuickServe to be a competitive advantage. Although Mr. Pate and BellSouth would contend otherwise, specifically that QuickServe is no longer deemed by BellSouth to be a competitive advantage **(Id.)**, QuickServe is exactly that. BellSouth CSRs can confidently state that, where available, a customer can receive service the same day. **This Ol' Service Order.** Supra CSRs can make no such statement. Should they make such a statement, and should BellSouth fail to timely provision such service, Supra often is faced with a FPSC complaint for failing to timely provide service. Additionally, and perhaps more importantly, is the negative impact created by such facts: Supra loses customer confidence and goodwill when BellSouth is able to provision the customer's service more quickly.

Interestingly enough, if a customer who simply has "soft dialtone" (i.e QuickServe available) is to get same day service, it is unfathomable why a customer who is simply being converted from Supra to BellSouth would have to wait 5 to 12 days for such a conversion to take place. This is especially vexing when one considers that the conversion is simply a billing change (See *AT&T Corporation v. Iowa Utilities Board*, 525 U.S. 366, 394 (1999)), requiring no physical change to the customer's line.

Q. BELLSOUTH HAS PROPOSED THE FOLLOWING LANGUAGE IN CONNECTION WITH THIS ISSUE:

> Supra may request an expedited service interval on the local service request (LSR). BellSouth will advise Supra whether the requested expedited date can be met based on work load and resources available. For expedited requests for loop provisioning, Supra will pay the expedited charge set forth in this Agreement on a per loop basis for any loops provisioned in 4 days or less. Supra will not be charged an expedite charge for loops provisioned in five or more days, regardless of whether the loops were provisioned in less than the standard interval applicable for such loops.

Q. IS THIS LANGUAGE ACCEPTABLE TO SUPRA?

A. No. The fact that BellSouth continues to require Supra to request expedited service via a LSR is indicative of the lack of parity provided by BellSouth in connection with its CLEC OSS. As set forth in my Direct Testimony, Supra's LSRs must go through more steps than a BellSouth service order (i.e. CLEC LSRs flow through LEO and LESOG, while BellSouth's does not, **Supra Exhibits OAR 102a, 102b and 103.**) and require reformatting in order to be provisioned. Moreover, the interfaces/databases that the LSRs are submitted through (i.e. LENS, TAG, RoboTAG or EDI) are unreliable, web based systems. Similarly, DOE and SONGS, the systems provided to the LCSC for the reformatting of CLEC LSRs into BellSouth service orders, as admitted by Pate, "are old, very archaic, more of a DOS format systems and more difficult to use than RNS and

ROS." Accordingly, as BellSouth requests that such expedited service be obtained via an LSR, BellSouth is failing to provide nondiscriminatory direct access to its OSS in violation of the Act, the parties' agreement as well as the Tribunal's Award and Order clarifying same.

Q. HAVE YOU REVIEWED MR. PATE'S DIRECT TESTIMONY IN REFERENCE TO ISSUE 60? IF YES, DO YOU WISH TO ADD ANY SUBSTANTIVE COMMENTS?

A. I have reviewed Mr. Pate's Direct Testimony in reference to Issue 60 and as BellSouth has not set forth any new arguments in support of its position, Supra stands by its response and proposed language to this issue, which has been adequately addressed in my Direct Testimony.

Q. HAVE YOU REVIEWED MR. PATE'S DIRECT TESTIMONY IN REFERENCE TO ISSUE 61? IF YES, DO YOU WISH TO ADD ANY SUBSTANTIVE COMMENTS?

A. I have reviewed Mr. Pate's Direct Testimony in reference to Issue 61 and as BellSouth has not set forth any new arguments in support of its position, Supra stands by its response to this issue, which has been adequately addressed in my Direct Testimony.

Q. HAVE YOU REVIEWED MR. PATE'S DIRECT TESTIMONY IN REFERENCE TO ISSUE 62? IF YES, DO YOU WISH TO ADD ANY SUBSTANTIVE COMMENTS?

A. I have reviewed Mr. Pate's Direct Testimony in reference to Issue 62 and as BellSouth has not set forth any new arguments in support of its position, Supra stands by its response and proposed language to this issue, which has been adequately addressed in my Direct Testimony.

Q. IN CONNECTION WITH ISSUE 65 AT PAGE 41 OF JOHN RUSCILLI'S DIRECT TESTIMONY, HE STATES:

> BellSouth's position is that each party's liability arising from any breach of contract should be limited to a credit for the actual cost of the services or functions not performed or performed improperly.

SIMILARLY, IN CONNECTION WITH ISSUE 66 AT PAGE 43 OF MR. RUSCILLI'S DIRECT TESTIMONY, HE STATES:

> Specific performance is a remedy, not a requirement of Section 251 of the 1996 Act nor is it an appropriate subject for arbitration under Section 252.

DO YOU AGREE WITH THESE STATEMENTS?

A. No. BellSouth's position to provide a credit for the "actual cost of the services or functions not performed or performed improperly" fails to provide adequate protection to Supra that BellSouth will seek to comply with the terms of the parties Follow-On Agreement. Similarly, this logic applies to the inclusion of a "specific performance" provision as it is a deterrent to BellSouth for failing to abide by the terms of the Follow-On Agreement.

As set forth in my Direct Testimony, Supra has been confronted with numerous, instances of BellSouth's intent to harm Supra and to keep Supra from competing against it in the Florida telecommunications market. [redacted]

[redacted]

As further support of the need to adopt Supra's proposed language as an incentive for ILEC compliance, one need look no further than the FCC's Fourth Report and Order adopted July 12, 2001. With respect to collocation issues, the FCC affirmatively stated that "[they] recognize that an incumbent LEC has powerful incentives that, left unchecked, may influence it to allocate space in a manner inconsistent with [its] duty" (Id. at paragraph 92) and, "...incumbents also have incentives to overstate security concerns so as to limit physical collocation arrangements and discourage competition." Id. at paragraph 102. This language properly reflects the FCC's conclusions that ILECs require incentives in order to ensure compliance with the Act. Additionally, the FCC's concerns over ILEC abuse of its

former monopoly status with respect to its competitors [redacted]. As such, this Commission must be proactive, with respect to ILEC incentives for compliance, to properly promote competition in the state of Florida.

Additionally, R. Earl Poucher, of the Office of Public Counsel, in his Direct Testimony before this Commission in Docket No. 991378-TL, went to great lengths to present evidence and recommendations regarding BellSouth's willful noncompliance and the appropriate measures to penalize such conduct. Mr. Poucher's states that:

> Staff points to 7091 violations, which include other rules that are clearly applicable here. If you were to fine the company $25,000 for each violation because they were willful, then the fine would total $177,275,000. As I have already described, BellSouth's performance is worse than any telephone company in Florida. If the Commission allows the company to continue to willfully violate its standards, then it will provide a green light for others to follow suit.
>
> See page 13 of Mr. Poucher's Direct Testimony.

Mr. Poucher also discussed BellSouth's reason for its continued, willful violations:

> ...it is obvious that a choice was made to deliver greater stockholder returns and bonuses for employees while depriving its customers of the service levels the company was required to furnish under the rules of this Commission. BellSouth's profit incentives are built into the salary expectations of its personnel. BellSouth has distributed bonuses to its Florida employees over the past fours (sic) years because of high profitability in its Florida operations, while it has continually violated its service obligations throughout the state. Given the length of time the company has violated the rules, it is clear that the primary driver of the company performance is profits...
>
> See pages 15-16 of Mr. Poucher's Direct Testimony.

Mr. Poucher even provided testimony regarding the fact that competition was not a factor in BellSouth's continued, willful noncompliance:

> BellSouth's access lines have continued to grow during the four year period, along with its estimates of inward movement. The number of access lines is the primary driver in the number of trouble reports and inward movement is the primary driver of installation activity. BellSouth

> forecasts . . . for the past four years shows a gain of almost a million access lines and a 19 percent increase in inward movement activity.
>
> See page 21 of Mr. Poucher's Direct Testimony.

Based upon the foregoing bad faith conduct, and the general non-compliant attitude of BellSouth, the provisioning of "credits" for the failure of BellSouth to honor the material provisions of the parties' Follow-On Agreement fails to adequately protect Supra from the non-compliant behavior continually exhibited by BellSouth since the inception of the parties' relationship. However, Supra would be remiss if it did not point out that if the limitation of liability clause as specifically set forth by Supra is not affirmed, then it is Supra's position that there should be no limitation of liability clauses contained within the parties' Follow-On Agreement for the reasons in my Direct Testimony as well as contained herein.

Q. AT PAGE 42 OF JOHN RUSCILLI'S DIRECT TESTIMONY HE STATES:

> There is no reason for the Commission to allow Supra to seek more damages as a result of a mistake by BellSouth than BellSouth's retail and wholesale access customers would be allowed to seek as a result of the same mistake by BellSouth.

Q. PLEASE COMMENT.

A. I do not understand the foregoing statement as the exception to liability language proposed by Supra does not pertain to a "mistake" made by BellSouth rather, it pertains specifically, and unambiguously to intentional and gross negligent conduct on behalf of BellSouth. Based upon BellSouth's intentional, "bad faith" conduct asserted against Supra as set forth above, Supra's proposed language is a necessary measure to provide BellSouth with financial incentive to comply with the parties' Follow-On Agreement. Absent significant penalties for intentional and gross negligent non-

compliance with the said agreement, BellSouth will find it financially beneficial to not comply with the Act as well as the parties' contractual terms.

Q. DOES THIS CONCLUDE YOUR REBUTTAL TESTIMONY?

A. Yes, it does at this time.

Olukayode A. Ramos

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The execution of the foregoing instrument was acknowledged before me this 6th day of August, 2001, by Olukayode A. Ramos, who [] is personally known to me or who [] produced _____ as identification and who did take an oath.

My Commission Expires:

NOTARY PUBLIC
State of Florida at Large

Paul Turner
My Commission CC792326
Expires November 22, 2002

Print Name:

49 BST's refusal to provide SMDI.
50 May 17, 2001 e-mail from P. Jordan to A. Medacier.
51 [redacted]
52 **Omitted.**
53 **Omitted.**
54 [redacted]
55 BST's refusal to provide DLR.
56 BST's refusal to provide SMDI.
57 BST's refusal to provide BAN.
58 BST's clarification codes re LSRs.
59 BST's threats to disconnect STIS's customer with aDSL.
60 [redacted]
61 BST's redline of Supra's current Interconnection Agreement as basis for Follow-On Agreement.
62 [redacted]
63 Minutes of CORE meeting.
64 **Omitted.**
65 Georgia Interconnection Agreement.
66 Ltr from STIS to BST re Interconnection Agreements in Georgia and Louisiana.
67 Response from BST re Interconnection Agreements in Georgia and Louisiana.
68 Amendment to Interconnection Agreement between IDS and BST.
69 Amendment to Resale Agreement between Worldwide and BST.
70 August 1, 2001 ltr from Nilson to Follensbee re network information.
71 BST Europe document.
72 [redacted]
73 **Omitted.**
74 [redacted]
75 July 11, 2001 ltr to Follensbee re amendments.
76 July 23, 2001 ltr to Follensbee re amendments.
77 Follensbee's response re amendments.
78 Order re BIPCO.
79 [redacted]
80
81
82
83
84
85
86

87 [redacted]

87 [redacted]

88 [redacted]

89 [redacted]

89 [redacted]

90 [redacted]

91 Omitted.

92 Deposition of Pate – Petition of MCImetro/BST Arbitration, Docket No. 11901 - U.

93 CCP – Telepak.

94 CCP – Network One.

95 CCP – BST.

96 CCP – BST.

97 CCP – Dispute Resolution Process.

98 CCP – 8/23/00.

99 STIS ltr to BST re QuickService.

100 BST's response re QuickService.

101 LENS printouts re STIS's lack of QuickService.

102 [redacted]

103 [redacted]

104 [redacted]

Supra Telecom
2620 S.W. 27th Avenue Miami, FL 33133
Telephone: (305) 443-3710
Fax: (305) 443-1078
www.stis.com

March 27, 2001

VIA FACSIMILE (404) 614-4054 and FEDERAL EXPRESS
Parkey D. Jordan, Esq.
General Attorney
BellSouth Telecommunications, Inc.
Legal Department
675 W. Peachtree St.
Atlanta, Georgia 30375

CLEC Account Team
BellSouth Telecommunications, Inc.
Suite 4300
675 W. Peachtree St.
Atlanta, Georgia 30375

General Attorney – COU (via Fed Ex and Fax)
BellSouth Telecommunications, Inc.
Suite 4300
675 W. Peachtree St.
Atlanta, Georgia 30375

Re: DISPUTES AFFECTING SERVICE

Dear Ms. Jordan:

This letter will serve as Supra's official request for an Inter-Company Review Board Meeting to discuss the following Issues affecting service under the Interconnection Agreement:

1. **Refusal to Provide Supra with SMDI, Channelized Megalink and trunks.** Attachment 2, Section 7.2.1.22 of the Interconnection Agreement provides that:

> If [a Supra] customer subscribes to [Supra] provided voice mail and messaging services, BellSouth shall redirect incoming calls to the [Supra] system based upon presubscribed service arrangements (e.g. busy, don't answer, number of rings). In addition, BellSouth shall provide a Standard Message Desk Interface-Enhance (SMDI-E) interface to the [Supra] system. BellSouth shall support the Inter-switch Voice Messaging Services (IVMS) capability.

Supra has made numerous requests that BellSouth provide the above-described service in accordance with the Interconnection Agreement. When BellSouth finally

agreed to provide such, it unilaterally demanded that Supra accept same as resale, notwithstanding that the SMDI service requested is clearly to be provided in accordance with Attachment 2, Unbundled Network Elements, of the Agreement. In addition, BellSouth refused to provide Supra with a Design Layout Record for the service, pursuant to the terms of the interconnection agreement.

As a result of BellSouth's refusal to provide this service in accordance with the term of the Agreement, Supra has not been able to serve its customers' needs, and is unable to do so in the same manner as BellSouth.

2. **Refusal to provide Supra with a Design Layout Record (DLR).** Section 16 of Attachment 2 and Section 6.1.2 of Attachment 4 state in pertinent part:

> § 16. This Section 16 of Attachment 2 sets forth the additional requirements for Unbundled Network Elements, which BellSouth agrees to offer to [supra] under this agreement.
> § 16.1.2.4 [Supra] requests for office records, central office layout and design records and drawings, system engineering and other applicable documentation pertaining to a Network Element or Ancillary Functions or the underlying equipment that is then providing a Network Element or Ancillary Function to [Supra].

BellSouth insists that the DLR is not available to Supra under the Interconnection Agreement. This is a willful violation of the parties' Agreement. Moreover, under attachment 4 of the Agreement, section 6.1.3, **the engineering design records should have been provided to Supra upon its initial request for services**: "BellSouth shall provide to [Supra] with the initial service request ... [w]hen available with the normal request process, all engineering design and layout information for each network Element and Combination." BellSouth's argument that DLR is not provided with resale service is in violation of Attachment 2, Section 16 and Attachment 4, section 6.1.3 of the parties' Interconnection Agreement.

Supra does not have to accept the services as dictated and insisted upon by BellSouth. The threat of disconnection is patently predatory and in violation of the Dispute Resolution provision of the Agreement. Supra hereby demands that the above issues be made part of an Inter-Company Review Board for an Expedited Resolution, pursuant to Attachment 2, sections 3.1 and 3.2.

3. **Furthermore**, Supra incorporates its letter of December 19, 2000 regarding the "Scope of Service Area" as contained in the parties' agreement as additional dispute currently affecting service.

Truly,

Adenet Medacier
Assistant General Counsel

Cc: Olukayode Ramos
Kelli Burgess (via fax).

Parkey D. Jordan
General Attorney

BellSouth Telecommunications, Inc.
Legal Department - Suite 4300
675 West Peachtree Street
Atlanta, Georgia 30375-0001
Telephone: 404-335-0794
Facsimile: 404-658-9022

March 28, 2001

Via FACSIMILE (305-443-1078)
and
FEDERAL EXPRESS

Adenet Medacier, Esq.
Supra Telecom
2620 S.W. 27th Avenue
Miami, Florida 33133

RE: Intercompany Review Board Meeting

Dear Mr. Medacier:

I have received your letter dated March 27, 2001, requesting a meeting of the Intercompany Review Board pursuant to the BellSouth/Supra Interconnection Agreement. In the interest of time, I responded to your request via e-mail, but I have not received your response.

Per my e-mail, please provide dates and times for Mr. Ramos and Mr. Hendrix to meet regarding the issues raised in your March 27th letter. Based on their availability, we will schedule a conference call as soon as possible.

Sincerely,

Parkey D. Jordan
Senior Counsel

PDJ/jdd

cc: Jerry Hendrix (via mail with enclosure)
Pat Finlen (via mail with enclosure)

Parkey D. Jordan
General Attorney

BellSouth Telecommunications, Inc.
Legal Department - Suite 4300
675 West Peachtree Street
Atlanta, Georgia 30375-0001
Telephone: 404-335-0794
Facsimile: 404-658-9022

April 5, 2001

Via FACSIMILE (305-443-1078)
and
FEDERAL EXPRESS

Adenet Medacier, Esq.
Supra Telecom
2620 S.W. 27th Avenue
Miami, Florida 33133

RE: Intercompany Review Board Meetings

Dear Mr. Medacier:

Jerry Hendrix' assistant has provided me information regarding Mr. Hendrix' calendar to ascertain his availability for an Intercompany Review Board Meeting regarding the issue raised in your letter of March 27, 2001. We are available at the following times:

Tuesday,	**April 10 –**	**Morning - Any hours** 1:00 P.M. - 2:30 P.M. (EDT) 4:00 P.M. - 5:00 P.M. (EDT)
Wednesday,	**April 11 –**	11:00 A.M. -12:00 P.M. (EDT)

As we feel we need some additional information from Supra in order to address your concerns adequately, I would appreciate your sending us the following information: (1) how would Supra propose SMDI be ordered and provisioned other than through resale; (2) what should be the rates for the services to be provisioned; and (3) what provisions of the Interconnection agreement support Supra's position.

In addition to the Intercompany Review Board Meeting regarding the issues raised in your letter of March 27, BellSouth would also like to schedule such a meeting to discuss the new Florida interconnection agreement currently in arbitration. I understand that Supra has now claimed that an official Intercompany Review Board Meeting was not held with respect to the new agreement.

Please let me know on which of the above dates you will be available for a meeting regarding the issues in the new interconnection agreement. Of course, you may propose other dates in addition to those listed above.

I look forward to hearing from you.

Sincerely,

Parkey D. Jordan
Senior Counsel

PDJ/jdd

cc: Jerry Hendrix (via mail)
Pat Finlen (via mail)

Medacier, Adenet

From: Jordan, Parkey [Parkey.Jordan@BellSouth.COM]
Sent: Thursday, May 17, 2001 8:45 AM
To: 'amedacier@stis.com'
Subject: Intercompany Review Board Meeting

Mr. Medacier,

Pat Finlen and Marc Cathey are both available to meet with Supra on Tuesday, May 29, at 5:00 p.m. Eastern Time. Please let me know if this is suitable for Supra.

Also, as I mentioned to you previously, we need additional information concerning your xDSL issue and your Inside Wire Maintenance Service Plan issue. Please provide some representative orders or telephone account numbers for which you claim improper disconnections occurred so we may investigate your allegations.

I look forward to hearing from you concerning a meeting on May 29.

Parkey Jordan
404-335-0794

OAR 50

Supra Telecom

Victor Miriki
2620 SW 27th Avenue
Miami, FL 33133-3001
Phone: (305) 476-4250
FAX: (305) 443-1078
EMAIL: dmiriki@stis.com
www.stis.com

February 27, 2001

VIA U.S. MAIL & FACSIMILE 205/321-4351
Ms. Kelli Burgess
BellSouth Interconnection Services
600 North 19th street
9th Floor
Birmingham, AL 35203

Re: Design Layout Record (DLR) for Simplified Message Desk Interface (SMDI), Megalink Service, and Trunks

Dear Kelli:

This is in response to your memorandum dated February 22, 2001 regarding Supra's request for Design Layout Record (DLR) on Simplified Message Desk Interface (SMDI), Megalink Service and Trunks.

You are very wrong about your conclusion that "BellSouth is not obligated to provide a DLR for the services pursuant to the terms of the General Subscriber Services Tariffs, the Private Line Tariffs or the Interconnection Agreement." You should have read Attachment 2, Section 16.1.2.4 and Attachment 4, Section 6.1.3 of the interconnection agreement between our two companies before jumping to your conclusion. You are requested to immediately produce the responsive documents on or before Friday March 2, 2001 and not to disconnect the service as threatened in your letter under reference.

Very truly yours,

Victor Miriki
Director of Operations

cc: Mr. Olukayode A. Ramos, Brian Chaiken (Esq.) - Supra Telecom
Mr. Jerry Hendrix, Pat Finlen, Marc Cathey and Parkey Jordan (Esq.) - BellSouth

Adenet Medacier
Assistant General Counsel
2620 SW 27th Avenue
Miami, FL 33133-3001
Phone: (305) 476-4240
Fax: (305) 443-9516
Email: amedacier@stis com

May 22, 2001

VIA FACSIMILE (404) 658-9022 and FEDERAL EXPRESS

Parkey D. Jordan, Esq.
General Attorney
BellSouth Telecommunications, Inc.
Legal Department
Suite 4300
675 Peachtree St.
Atlanta, Georgia 30375

RE: Implementation of Interconnection Agreement
Billing Account Number (BAN)

Dear Ms. Jordan:

Supra requests the establishment of a billing format that fully complies with the Interconnection Agreement. Section 7.1 of Attachment 6 of the Agreement calls for the establishment of a "Billing Account Number" (BAN), which shall be 13-character alpha/numeric. Moreover, once the BAN is created and thereafter communicated to Supra, the OSS profile must be modified to allow its input in Supra's LSRs. As the contract requires one BAN per Revenue Accounting Office ("RAO)"), Supra will use the BAN for both service and elements LSRs, and will substitute the current OCNs with the BAN.

Supra also repeats its request that all Supra bills be produced in CABS format as per contract requirements, § 7.2 of Attachment 6. The CLUB/CRIS format currently used by BellSouth was to expire 180 days after execution by AT&T. BellSouth is still not in compliance with this important provision, more than three years after the effective date of the contract.

We anticipate your cooperation in rectifying this matter.

Truly,

Adenet Medacier
Assistant General Counsel

cc: Olukayode Ramos
Brian Chaiken, Esq.

OAR 57

NEW CLARIFICATIONS

a. HAS PENDING ORDER ON STM
b. BTVMR[1]
c. END USER ACCOUNT FROZEN
d. ACT=ALLOWED ONLY ON SAME LOCNUM SERVICE ADDRESS[2]
e. USOC MAY NOT APPEAR ON REQUEST. Format SAE 431 T1 PGRZZ /ZPGR 2/RMKR[3]
f. CRFGB3X2 CND NVLD BCS & USC CMBO
g. CAN NEEDS TO BE DELETED
h. CAN FREEZE ON ACCT
i. CLARIFIED THIS ACCOUNT IS ALREADY CANCELLED
j. OCD BILL 004 ACT CODE NOT FOR THIS ORD TYPE
k. ORDER PENDING WITH DIFF CLEC
l. FEATURE DOES NOT EXIST ON ACCOUNT TO DISCONNECT[4]
m. USOC ALREADY EXISTS ON CUSTOMER RECORD

---

[1] When a customer is switching its service and has two ringmasters with a transfer of mailbox (BVMTR), which he asks Supra to replace with VMSAX, BellSouth clarifies the LSR with "FEATURE DOES NOT EXIST ON ACCOUNT TO DISCONNECT". What is happening is the last VMSAX is dropping out of the order automatically. This means that even though Supra is formatting our features the proper way, the system will read as if it is not doing so because as mentioned before the last VMSAX is dropping out. Supra's provisioners are getting large sum of clarifications and as a result are seeing the LSRs purged and delayed. Unfortunately, the LCSC is not helping with this predicament, asides from the fact each BellSouth representative from the LCSC provides Supra with a different explanation. The majority of the time, one will say that the order cannot be worked out, and another will attempt to work the LSR through

[2] The LCSC cannot explain what this clarification means. The LSR gets clarified although there is nothing wrong with it.

[3] This is another system error. The paging USOCS are sometimes doubled (PGRAX /ZPGR 1, PGRAX /ZPGR 2) on a CSR. When Supra submits an LSR to delete these features (and the mentioned are not the only paging USOCS (please see the attached page)), the clarification that BellSouth provides reads "USOC MAY NOT APPEAR ON REQUEST. Supra's CSRs are deleting these USOCS in the manner they need to be deleted. Whether BellSouth LCSC changes the rules is something that Supra is not aware of.

[4] Refer to (b)

EXHIBIT OAR-58

July 11, 2001

O. A. Ramos
Supra Businesa Systems
2620 SW 27th Avenue
Miami, Florida 33133

RE: BellSouth Tariffed Digital Subscriber Line ("DSL") Service on Unbundled Network Element – Platform ("UNE-P") Loops

Dear Olukayode:

BellSouth has recently discovered that, as a result of a recent failure of a systems edit, BellSouth is currently providing its tariffed Asymmetrical Digital Subscriber Line ("ADSL") service to certain Internet Service Provider ("ISP") customers on one or more UNE-P loops purchased by your company. (A list of the affected telephone numbers is attached hereto.)

Since your company owns all features and functionalities of unbundled loops purchased from BellSouth, BellSouth does not have access to the high frequency spectrum on those loops for purposes of providing tariffed ADSL to its ISP customers. BellSouth thus intends to notify the affected ISPs, within twenty (20) days of the date of this letter, that it will be discontinuing tariffed DSL service on the affected lines. (The affected ISPs include BellSouth® Internet Services.)

To the extent your company desires to have ISPs continue to provide tariffed DSL on the affected lines, those lines could be converted to resold lines. On a resold line, BellSouth would continue to have access to the high frequency spectrum, as your company is only purchasing the low frequency spectrum in a resold situation. Unless we hear to the contrary within twenty (20) days of the date of this letter, the DSL will be disconnected.

Very truly yours,

Gregory R. Follensbee

Attachment

#252061

Legal Department

J. PHILLIP CARVER
General Attorney

BellSouth Telecommunications, Inc.
150 South Monroe Street
Room 400
Tallahassee, Florida 32301
(404) 335-0710

July 6, 2001

Mrs. Blanca S. Bayo
Director, Division of the Commission Clerk and
Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399

RE: Docket No. 001305-TP (Supra)

Dear Mrs. Bayo:

Enclosed is BellSouth Telecommunications, Inc.'s Notice of Intent to Request Confidential Classification. Please file this document in the captioned docket.

A copy of this letter is enclosed. Please mark it to indicate that the original was filed and return the copy to me. Copies have been served on the parties shown on the attached Certificate of Service.

Sincerely,

J. Phillip Carver

Enclosures

cc: All Parties of Record
Marshall M. Criser III
Nancy B. White
R. Douglas Lackey

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via Federal Express this 6th day of July, 2001 to the following:

Wayne Knight
Staff Counsel
Division of Legal Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Supra Telecommunications and
Information Systems, Inc.
1311 Executive Center Drive
Koger Center - Ellis Building
Suite 200
Tallahassee, FL 32301-5027
Tel. No. (850) 402-0510
Fax. No. (850) 402-0522
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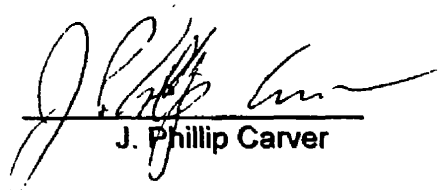

J. Phillip Carver

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for Arbitration of the Interconnection Agreement Between BellSouth Telecommunications, Inc. and Supra Telecommunications & Information System, Inc., Pursuant to Section 252(b) of the Telecommunications Act of 1996.	)	Docket No. 001305-TP Filed: July 6, 2001

BELLSOUTH TELECOMMUNICATIONS, INC.'S NOTICE OF INTENT TO REQUEST CONFIDENTIAL CLASSIFICATION

BellSouth Telecommunications, Inc. ("BellSouth") pursuant to Rule 25-22.006, Florida Administrative Code, files its Notice of Intent to Request Confidential Classification.

1. On June 18, 2001, Supra Telecommunications & Information Systems, Inc. ("Supra") filed its "Status and Complaint Regarding BellSouth's Bad Faith Negotiations Tactics" [sic]. Attached to the Complaint as Exhibit B is a draft Agreement that includes language proposed by Supra.

2. Exhibit B contains substantive references to a commercial arbitration award dated June 5, 2001. Both BellSouth and Supra are bound by the existing Interconnection Agreement to keep the results of the arbitration confidential. Since the public release of this information is contractually prohibited, it is entitled to confidential classification pursuant to § 364.183, Florida Statutes.

3. Because this information is proprietary, BellSouth is now filing this Notice of Intent to Request Specified Confidential Classification pursuant to Rule 25-22.006(3)(a), Florida Administrative Code. Supra gave BellSouth no notice of its filing of this confidential information. Thus, it was only upon reviewing the subject document that BellSouth first

discovered that it contained confidential information. BellSouth is filing this notice promptly after making this discovery. BellSouth also promptly contacted counsel for Supra (on June 5, 2001) regarding its disclosure of this information, and requested that Supra agree to stipulate to treat this information as confidential. Supra refused to do so.

4. The original of this notice has been filed with the Division of the Commission Clerk and Administrative Services, and a copy has been served on all parties of record.

Respectfully submitted this 6th day of July, 2001.

BELLSOUTH TELECOMMUNICATIONS, INC.

NANCY B. WHITE
c/o Nancy Sims
150 South Monroe Street, Suite 400
Tallahassee, FL 32301
(305) 347-5558

R. DOUGLAS LACKEY
J. PHILLIP CARVER
Suite 4300
675 W. Peachtree St., NE
Atlanta, GA 30375
(404) 335-0710

398091

END OF DOCUMENT

AGREEMENT

between

BellSouth Telecommunications, Inc.

and

AT&T Communications of The Southern States, Inc.

Effective Date: February 3, 1997

GEORGIA

Exhibit 1

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AGREEMENT

PREFACE

This Agreement, which shall become effective as of the 3rd day of February 1997, is entered into by and between AT&T Communications of the Southern States, Inc., a New York corporation, having an office at 1200 Peachtree Street, N.E., Atlanta, Georgia, 30309, on behalf of itself, and BellSouth Telecommunications, Inc. ("BellSouth"), a Georgia corporation, having an office at 675 West Peachtree Street, Atlanta, Georgia 30375, on behalf of itself and its successors and assigns.

RECITALS

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

WHEREAS, the Act places certain duties and obligations upon, and grants certain rights to Telecommunications Carriers; and

WHEREAS, BellSouth is an Incumbent Local Exchange Carrier; and

WHEREAS, BellSouth is willing to provide Telecommunications Services for resale, Interconnection, Unbundled Network Elements and Ancillary Functions which include, but are not limited to, access to poles, ducts, conduits and rights-of-way, and collocation of equipment at BellSouth's Premises on the terms and subject to the conditions of this Agreement; and

WHEREAS, AT&T is a Telecommunications Carrier and has requested that BellSouth negotiate an Agreement with AT&T for the provision of Interconnection, Unbundled Network Elements, and Ancillary Functions as well as Telecommunications Services for resale, pursuant to the Act and in conformance with BellSouth's duties under the Act,

NOW, THEREFORE, in consideration of the promises and the mutual covenants of this Agreement, AT&T and BellSouth hereby agree as follows:

DEFINITIONS and ACRONYMS

For purposes of this Agreement, certain terms have been defined in Attachment 11 and elsewhere in this Agreement to encompass meanings that may differ from, or be in addition to, the normal connotation of the defined word. Unless the context clearly indicates otherwise, any term defined or used in the singular shall include the plural. The words "shall" and "will" are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other shall not mean a different degree of right or obligation for either Party. A defined word intended to convey its special meaning is capitalized when used. Other terms that are capitalized, and not defined in this Agreement, shall have the meaning in the Act. For convenience of reference, Attachment 10 provides a list of acronyms used throughout this Agreement.

GENERAL TERMS AND CONDITIONS

1. **Provision of Local Service and Unbundled Network Elements**

This Agreement sets forth the terms, conditions and prices under which BellSouth agrees to provide (a) Telecommunications Service that BellSouth currently provides, or may offer hereafter for resale along with the Support Functions and Service Functions set forth in this Agreement (hereinafter collectively referred to as "Local Services") and (b) certain unbundled Network Elements, or combinations of such Network Elements ("Combinations") and (c) Ancillary Functions to AT&T (Local Services, Network Elements, Combinations, and Ancillary Functions, collectively referred to as "Services and Elements"). This Agreement also sets forth the terms and conditions for the interconnection of AT&T's network to BellSouth's network and the mutual and reciprocal compensation for the transport and termination of telecommunications. BellSouth may fulfill the requirements imposed upon it by this Agreement by itself or, in the case of directory listings for white pages may cause BellSouth Advertising and Publishing Company ("BAPCO") to take such actions to fulfill BellSouth's responsibilities. This Agreement includes Parts I through IV, and their Attachments 1 - 15 and all accompanying Appendices and Exhibits. Unless otherwise provided in this Agreement, BellSouth will perform all of its obligations hereunder throughout its entire service area. The Parties further agree to comply with all provisions of the Act, including Section 271(e) (1).

1.A The Services and Elements provided pursuant to this Agreement may be connected to other Services and Elements provided by BellSouth or to

any Services and Elements provided by AT&T itself or by any other vendor. AT&T may purchase unbundled Network Elements for the purpose of rebundling Network Elements in any manner that is technically feasible. Until such time as the Georgia Public Service Commission establishes an appropriate pricing policy regarding recombining unbundled Network Elements, when AT&T recombines Network Elements to create services identical to BellSouth retail offerings, the prices charged to AT&T for the rebundled services shall be computed at BellSouth's retail price less the wholesale discount set forth in Part IV of this Agreement, and offered under the same terms and conditions, including application of access charges and imposition of joint marketing restrictions. For this purpose, "identical" means that AT&T is not using its own switch or other functionality or capability together with the unbundled elements in order to produce its service. AT&T Operator Services shall not be considered a functionality or capability for this purpose. Thus, if AT&T purchases Elements and only adds its own Operator Services, then the price AT&T pays shall be computed using the resale discount.

1.1 Subject to the requirements of this Agreement, AT&T may, at any time add, relocate or modify any Services and Elements purchased hereunder. Requests for additions or other changes shall be handled pursuant to the Bona Fide Request Process provided in Attachment 14. Terminations of any Services or Elements shall be handled pursuant to Section 3.1 of the General Terms and Conditions of this Agreement.

1.2 BellSouth shall not discontinue any Network Element, Ancillary Function, or Combination provided hereunder without the prior written consent of AT&T. Such consent shall not be unreasonably withheld. BellSouth shall not discontinue any Local Service provided hereunder unless BellSouth provides AT&T prior written notice of intent to discontinue any such service. BellSouth agrees to make any such service available to AT&T for resale to AT&T's Customers who are subscribers of such services from AT&T until the date BellSouth discontinues any such service for BellSouth's customers. BellSouth also agrees to adopt a reasonable, nondiscriminatory transition schedule for BellSouth or AT&T Customers who may be purchasing any such service.

1.3 This Agreement may be amended from time to time as mutually agreed in writing between the Parties. The Parties agree that neither Party will take any action to proceed, nor shall either have any obligation to proceed on a requested change unless and until a modification to this Agreement is signed by authorized representatives of each Party.

notice period or different condition specified, AT&T's liability shall be limited to payment of the amounts due for any terminated Local Service(s), Network Element(s), Combination(s) or Ancillary Service provided up to and including the date of termination. Notwithstanding the foregoing, the provisions of Section 10, infra, shall still apply. Upon termination, BellSouth agrees to cooperate in an orderly and efficient transition to AT&T or another vendor such that the level and quality of the Services and Elements is not degraded and to exercise its best efforts to effect an orderly and efficient transition. AT&T agrees that it may not terminate the entire Agreement pursuant to this section.

3.2 If a Party is in breach of a material term or condition of this Agreement ("Defaulting Party"), the other Party shall provide written notice of such breach to the Defaulting Party. The Defaulting Party shall have ten (10) business days from receipt of notice to cure the breach. If the breach is not cured, the Parties shall follow the dispute resolution procedure of Section 16 of the General Terms and Conditions and Attachment 1. If the Arbitrator determines that a breach has occurred and the Defaulting Party fails to comply with the decision of the Arbitrator within the time period provided by the Arbitrator (or a period of thirty (30) days if no time period is provided for in the Arbitrator's order), this Agreement may be terminated in whole or part by the other Party upon sixty (60) days prior written notice.

4. **Good Faith Performance**

In the performance of their obligations under this Agreement, the Parties shall act in good faith and consistently with the intent of the Act. Where notice, approval or similar action by a Party is permitted or required by any provision of this Agreement, (including, without limitation, the obligation of the Parties to further negotiate the resolution of new or open issues under this Agreement) such action shall not be unreasonably delayed, withheld or conditioned.

5. **Option to Obtain Local Services, Network Elements and Combinations Under Other Agreements**

If as a result of any proceeding or filing before any Court, State Commission, or the Federal Communications Commission, voluntary agreement or arbitration proceeding pursuant to the Act or pursuant to any applicable state law, BellSouth becomes obligated to provide Services and Elements, whether or not presently covered by this Agreement, to a third Party at rates or on terms and conditions more favorable to such third Party than the applicable provisions of this Agreement, AT&T shall have the option to substitute such more favorable

rates, terms, and conditions for the relevant provisions of this Agreement which shall apply to the same States as such other Party, and such substituted rates, terms or conditions shall be deemed to have been effective under this Agreement as of the effective date thereof. BellSouth shall provide to AT&T any BellSouth agreement between BellSouth and any third Party within fifteen (15) days of the filing of such agreement with any state Commission.

6. **Responsibility of Each Party**

Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of all employees assisting in the performance of such obligations. Each Party will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Each Party will be solely responsible for proper handling, storage, transport and disposal at its own expense of all (i) substances or materials that it or its contractors or agents bring to, create or assume control over at Work Locations or, (ii) Waste resulting therefrom or otherwise generated in connection with its or its contractors' or agents' activities at the Work Locations. Subject to the limitations on liability and except as otherwise provided in this Agreement, each Party shall be responsible for (i) its own acts and performance of all obligations imposed by Applicable Law in connection with its activities, legal status and property, real or personal and, (ii) the acts of its own affiliates, employees, agents and contractors during the performance of that Party's obligations hereunder.

7. **Governmental Compliance**

7.1 AT&T and BellSouth each shall comply at its own expense with all Applicable Law that relates to (i) its obligations under or activities in connection with this Agreement or (ii) its activities undertaken at, in connection with or relating to Work Locations. AT&T and BellSouth each agree to indemnify, defend (at the other Party's request) and save harmless the other, 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) its failure or the failure of its contractors or agents to so comply or (ii) any activity, duty or status of it or its contractors or agents that triggers any legal obligation to investigate or remediate environmental contamination. BellSouth, at its own expense, will be solely responsible for obtaining from governmental authorities, building

owners, other carriers, and any other persons or entities, all rights and privileges (including, but not limited to, space and power), which are necessary for BellSouth to provide the Services and Elements pursuant to this Agreement. AT&T, at its own expense, will be solely responsible for obtaining from governmental authorities, building owners, other carriers, and any other persons or entities, all rights and privileges which are AT&T's obligation as a provider of telecommunications services to its Customers pursuant to this Agreement.

7.2 BellSouth shall accept orders for Service and Elements in accordance with the Federal Communications Commission Rules or State Commission Rules.

8. **Responsibility For Environmental Contamination**

8.1 AT&T shall in no event be liable to BellSouth for any costs whatsoever resulting from the presence or Release of any Environmental Hazard or Hazardous Materials that AT&T did not introduce to the affected Work Location so long as AT&T's actions do not cause or substantially contribute to the release of any Environmental Hazard or Hazardous Materials. BellSouth shall indemnify, defend (at AT&T's request) and hold harmless AT&T, 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 or Hazardous Materials that BellSouth, its contractors or agents introduce to the Work Locations or (ii) the presence or Release of any Environmental Hazard or Hazardous Materials for which BellSouth is responsible under Applicable Law, to the extent the release of any Environmental Hazard or Hazardous Materials is not caused or substantially contributed to by AT&T's actions.

8.2 BellSouth shall in no event be liable to AT&T for any costs whatsoever resulting from the presence or Release of any Environmental Hazard or Hazardous Materials that BellSouth did not introduce to the affected Work Location, so long as BellSouth's actions do not cause or substantially contribute to the release of any Environmental Hazards or Hazardous Materials. AT&T shall indemnify, defend (at BellSouth's request) 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 or Hazardous Materials that AT&T, its contractors or agents introduce to the Work Locations or (ii) the presence or Release of any Environmental Hazard or Hazardous Materials for which AT&T is responsible under Applicable Law, to the

extent the release of any Environmental Hazard or Hazardous Materials is not caused or substantially contributed to by BellSouth's actions.

9. **Regulatory Matters**

9.1 BellSouth shall be responsible for obtaining and keeping in effect all Federal Communications Commission, State Commissions, franchise authority and other regulatory approvals that may be required in connection with the performance of its obligations under this Agreement. AT&T shall be responsible for obtaining and keeping in effect all Federal Communications Commission, state regulatory Commission, franchise authority and other regulatory approvals that may be required in connection with its offering of services to AT&T Customers contemplated by this Agreement. AT&T shall reasonably cooperate with BellSouth in obtaining and maintaining any required approvals for which BellSouth is responsible, and BellSouth shall reasonably cooperate with AT&T in obtaining and maintaining any required approvals for which AT&T is responsible.

9.2 In the event that BellSouth is required by any governmental authority to file a tariff or make another similar filing ("Filing") in order to implement this Agreement, BellSouth shall (i) consult with AT&T reasonably in advance of such Filing about the form and substance of such Filing, (ii) provide to AT&T its proposed tariff and obtain AT&T's agreement on the form and substance of such Filing, and (iii) take all steps reasonably necessary to ensure that such Filing imposes obligations upon BellSouth that are no less favorable than those provided in this Agreement and preserves for AT&T the full benefit of the rights otherwise provided in this Agreement. In no event shall BellSouth file any tariff to implement this Agreement that purports to govern Services and Elements that is inconsistent with the rates and other terms and conditions set forth in this Agreement unless such rate or other terms and conditions are more favorable than those set forth in this Agreement.

9.3 In the event that any final and nonappealable legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of AT&T or BellSouth to perform any material terms of this Agreement, AT&T or BellSouth may, on thirty (30) days' written notice (delivered not later than thirty (30) days following the date on which such action has become legally binding and has otherwise become final and nonappealable) require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the Dispute shall be

referred to the Alternative Dispute Resolution procedures set forth in Attachment 1.

10. **Liability and Indemnity**

10.1 **Liabilities of BellSouth** - Unless expressly stated otherwise in this Agreement, the liability of BellSouth to AT&T during any contract year resulting from any and all causes shall not exceed the amounts owing AT&T during the contract year in which such cause arises or accrues.

10.2 **Liabilities of AT&T** - Unless expressly stated otherwise in this Agreement, the liability of AT&T to BellSouth during any contract year resulting from any and all causes shall not exceed the amounts owing BellSouth during the contract year in which such cause arises or accrues.

10.3 Each party shall, to the greatest extent permitted by Applicable Law, include in its local switched service tariff (if it files one in a particular State) or in any State where it does not file a local service tariff, in an appropriate contract with its customers that relates to the Services and Elements provided under this Agreement, a limitation of liability (i) that covers the other Party to the same extent the first Party covers itself and (ii) that limits the amount of damages a customer may recover to the amount charged the applicable customer for the service that gave rise to such loss.

10.4 **No Consequential Damages** - NEITHER AT&T NOR BELLSOUTH 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 PARTIES), 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 RELEASES THE OTHER PARTY AND SUCH OTHER PARTY'S SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY SUCH CLAIM. NOTHING CONTAINED IN THIS SECTION 10 SHALL LIMIT BELLSOUTH'S OR AT&T'S LIABILITY TO THE OTHER FOR (i) WILLFUL OR INTENTIONAL MISCONDUCT (INCLUDING GROSS NEGLIGENCE); (ii) BODILY INJURY, DEATH OR DAMAGE TO TANGIBLE REAL OR TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY BELLSOUTH'S

OR AT&T'S NEGLIGENT ACT OR OMISSION OR THAT OF THEIR RESPECTIVE AGENTS, SUBCONTRACTORS OR EMPLOYEES, NOR SHALL ANYTHING CONTAINED IN THIS SECTION 10 LIMIT THE PARTIES' INDEMNIFICATION OBLIGATIONS AS SPECIFIED HEREIN.

10.5 **Obligation to Indemnify** - Each Party shall, and hereby agrees to, defend at the other'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) alleging 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) 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 or action arises from AT&T or AT&T's Customer's use of the Services and Elements provided under this Agreement.

10.6 **Obligation to Defend; Notice; Cooperation** - Whenever a Claim shall arise for indemnification under this Section 10, the relevant Indemnitee, as appropriate, shall promptly notify the Indemnifying Party and request the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party shall 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 ability to defend such Claim. The Indemnifying Party shall have the right to defend against such liability or assertion in which event the Indemnifying Party shall give written notice to the Indemnitee of acceptance of the defense of such Claim and the identity of counsel selected by the Indemnifying Party. Except as set forth below, such notice to the relevant Indemnitee shall give the Indemnifying Party full authority to defend, adjust, compromise or settle such Claim with respect to which such notice shall have been given, except to the extent that any compromise or settlement shall prejudice the Intellectual Property Rights of the relevant Indemnitees. The Indemnifying Party shall consult with the relevant Indemnitee prior to any compromise or settlement that would affect the Intellectual Property Rights or other rights of any

Indemnitee, and the relevant Indemnitee shall have the right to refuse such compromise or settlement and, at the refusing Party's or refusing Parties' cost, to take over such defense, provided that in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the relevant Indemnitee against, any cost or liability in excess of such refused compromise or settlement. With respect to any defense accepted by the Indemnifying Party, the relevant Indemnitee shall be entitled to participate with the Indemnifying Party in such defense if the Claim requests equitable relief or other relief that could affect the rights of the Indemnitee and also shall be entitled to employ separate counsel for such defense at such Indemnitee's expense. In the event the Indemnifying Party does not accept the defense of any indemnified Claim as provided above, the relevant Indemnitee shall have the right to employ counsel for such defense at the expense of the Indemnifying Party. 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 and the relevant records of each Party shall be available to the other Party with respect to any such defense.

11. **Audits and Inspections**

11.1 For carrier billing purposes, the Parties have agreed pursuant to Section 12 of Attachment 6, to create a process for pre-bill certification. Until such time as that process is in place, the audit process provided in Section 11.1 shall apply.

11.1.1 Subject to BellSouth's reasonable security requirements and except as may be otherwise specifically provided in this Agreement, AT&T 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. AT&T 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.

11.1.2 BellSouth shall promptly correct any billing error that is revealed in an audit, including making refund of any overpayment by AT&T 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 Alternate Dispute Resolution procedures described in Section 16 of the General Terms and Conditions and Attachment 1.

11.1.3 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.

11.1.4 AT&T 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 AT&T for Services and Elements or Combinations provided during the period covered by the audit.

11.1.5 Audits shall be at AT&T'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 AT&T 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.

11.1.6 Upon (i) the discovery by BellSouth of overcharges not previously reimbursed to AT&T or (ii) the resolution of disputed audits, BellSouth shall promptly reimburse AT&T 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.

11.2 Subject to reasonable security requirements, either Party may audit the books, records and other documents of the other for the purpose of evaluating usage pertaining to transport and termination of local traffic. Where such usage data is being transmitted through CABS, the audit shall be conducted in accordance with CABS or other applicable requirements approved by the appropriate State Commission. If data is not being transferred via CABS, either Party may request an audit for such purpose once each Contract Year. Either Party may employ other persons or firms for this purpose. Any such audit shall take place no later than thirty (30) days after notice thereof to the other Party.

11.2.1 Either Party shall promptly correct any reported usage error that is revealed in an audit, including making payment of any underpayment after the Parties have agreed upon the accuracy of the audit results. Any Disputes concerning audit results shall be resolved pursuant to the Alternate Dispute Resolution procedures described in Section 16 of the General Terms and Conditions and Attachment 1.

11.2.2 The Parties shall cooperate fully in any such audit, providing reasonable access to any and all appropriate employees and books, records and

other documents reasonably necessary to assess the usage pertaining to transport and terminating of local traffic.

12. **Performance Measurement**

12.1 In providing Services and Elements, BellSouth will provide AT&T with the quality of service BellSouth provides itself, a subsidiary, an Affiliate or any other party. BellSouth's performance under this Agreement shall provide AT&T with the capability to meet standards or other measurements that are at least equal to the level that BellSouth provides or is required to provide by law and its own internal procedures. BellSouth shall satisfy all service standards, measurements, and performance requirements set forth in the Agreement and the specific quality measurements that the Parties may mutually agree within forty-five (45) days of the approval of this Agreement. In the interim, until the Parties establish such permanent quality measurements (which may include the service quality measurements provided in the interim) the Service Quality Rules set forth in Chapter 515-12-1 of the Rules of the Georgia Public Service Commission shall apply.

12.2 **DELETED**

12.3 **DELETED**

13. **DELETED**

14. **Force Majeure**

14.1 Neither Party shall be liable for any delay or failure in performance of any part of this Agreement caused by a Force Majeure condition, including acts of the United States of America or any state, territory or political subdivision thereof, acts of God or a public enemy, fires, floods, disputes, freight embargoes, strikes, earthquakes, volcanic actions, wars, civil disturbances, or other causes beyond the reasonable control of the Party claiming excusable delay or other failure to perform. Force Majeure shall not include acts of any Governmental Authority relating to environmental, health or safety conditions at Work Locations. If any Force Majeure condition occurs, the Party whose performance fails or is delayed because of such Force Majeure condition shall give prompt notice to the other Party, and upon cessation of such Force Majeure condition, shall give like notice and commence performance hereunder as promptly as reasonably practicable.

14.2 Notwithstanding Subsection 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 persons, suppliers or other third persons

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) unless 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. **Certain Federal, State and Local Taxes**

15.1 **Definition** For purposes of this Section 15, the terms "taxes" and "fees" shall include but not be limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed on, or sought to be imposed, either of the Parties and measured by the charges or payments, for the services furnished hereunder, excluding any taxes levied on income.

15.2 **Taxes And Fees Imposed Directly On Either Seller Or Purchaser**

15.2.1 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.

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

15.3 **Taxes And Fees Imposed On Purchaser But Collected And Remitted By Seller**

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

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

15.3.3 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, the purchasing Party shall promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the taxing authority.

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

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

15.3.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereof, 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.

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

15.4 **Taxes And Fees Imposed On Seller But Passed On To Purchaser**

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

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

15.4.3 If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee 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, providing Party shall permit 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.

15.4.4 If, after consultation in accordance with the preceding Section 15.4.3, 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 16 of the General Terms and Conditions of this Agreement and Attachment 1. 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.

15.4.5 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 with the imposing authority, 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.

15.4.6 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.

15.4.7 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.

15.4.8 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.

15.5 **Mutual Cooperation**

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

16. **Alternative Dispute Resolution**

16.1 All disputes, claims or disagreements (collectively "Disputes") arising under or related to this Agreement or the breach hereof shall be resolved in accordance with the procedures set forth in Attachment 1, except: (i) disputes arising pursuant to Attachment 6, Connectivity Billing; and (ii) disputes or matters for which the Telecommunications Act of 1996 specifies a particular remedy or procedure. Disputes involving matters subject to the Connectivity Billing provisions contained in Attachment 6, shall be resolved in accordance with the Billing Disputes section of Attachment 6. In no event shall the Parties permit the pendency of a Dispute to disrupt service to any AT&T Customer contemplated by this Agreement. The foregoing notwithstanding, neither this Section nor Attachment 1 shall be construed to prevent either Party from seeking and obtaining temporary equitable remedies, including temporary restraining orders. A request by a Party to a court or a regulatory authority for interim measures or equitable relief shall not be deemed a waiver of the obligation to comply with Attachment 1.

17. **Notices**

Any notices or other communications required or permitted to be given or delivered under this Agreement shall be in hard-copy writing (unless otherwise specifically provided herein) and shall be sufficiently given if delivered personally or delivered by prepaid overnight express service to the following (unless otherwise specifically required by this Agreement to be delivered to another representative or point of contact):

If to AT&T:

Pamela A. Nelson
Vendor Management
AT&T
1200 Peachtree St., N.E.
Atlanta, GA 30309

If to BellSouth:

Randy Jenkins
Interconnection Services
Suite 410
1960 W. Exchange Place
Tucker, GA 30064

Either Party may unilaterally change its designated representative and/or address for the receipt of notices by giving seven (7) days prior written notice to the other Party in compliance with this Section. Any notice or other communication shall be deemed given when received.

18. **Confidentiality and Proprietary Information**

18.1 For the purposes of this Agreement, "Confidential Information" means confidential or proprietary technical or business Information given by the Discloser to the Recipient. All information which is disclosed by one Party to the other in connection with this Agreement shall automatically be deemed proprietary to the Discloser and subject to this Agreement, unless otherwise confirmed in writing by the Discloser. In addition, by way of example and not limitation, all orders for Services and Elements placed by AT&T pursuant to this Agreement, and information that would constitute Customer Proprietary Network pursuant to the Act and the rules and regulations of the Federal Communications Commission, and Recorded Usage Data as described in Attachment 7, whether disclosed by AT&T to BellSouth or otherwise acquired by BellSouth in the course of the performance of this Agreement, shall be deemed Confidential Information of AT&T for all purposes under this Agreement.

18.2 For a period of five (5) years from the receipt of Confidential Information from the Discloser, except as otherwise specified in this Agreement, the Recipient agrees (a) to use it only for the purpose of performing under this Agreement, (b) to hold it in confidence and disclose it to no one other than its employees having a need to know for the purpose of performing under this Agreement, and (c) to safeguard it from unauthorized use or disclosure with at least the same degree of care with which the Recipient safeguards its own Confidential Information. If the Recipient wishes to disclose the Discloser's Confidential Information to a third Party agent or consultant, the agent or consultant must have executed a written agreement of non-disclosure and non-use comparable in scope to the terms of this Section.

18.3 The Recipient may make copies of Confidential Information only as reasonably necessary to perform its obligations under this Agreement. All such copies shall bear the same copyright and proprietary rights notices as are contained on the original.

18.4 The Recipient agrees to return all Confidential Information in tangible form received from the Discloser, including any copies made by the Recipient, within thirty (30) days after a written request is delivered to the Recipient, or to destroy all such Confidential Information, except for Confidential Information that the Recipient reasonably requires to perform its obligations under this Agreement. If either Party loses or makes an unauthorized disclosure of the other Party's Confidential Information, it shall notify such other Party immediately and use reasonable efforts to retrieve the lost or wrongfully disclosed information.

18.5 The Recipient shall have no obligation to safeguard Confidential Information: (a) which was in the possession of the Recipient free of

restriction prior to its receipt from the Discloser; (b) after it becomes publicly known or available through no breach of this Agreement by the Recipient; (c) after it is rightfully acquired by the Recipient free of restrictions on its disclosure; or (d) after it is independently developed by personnel of the Recipient to whom the Discloser's Confidential Information had not been previously disclosed. In addition, either Party shall have the right to disclose Confidential Information to any mediator, arbitrator, state or federal regulatory body, the Department of Justice or any court in the conduct of any mediation, arbitration or approval of this Agreement or in any proceedings concerning the provision of interLATA services by BellSouth that are or may be required by the Act. Additionally, the Recipient may disclose Confidential Information if so required by law, a court, or governmental agency, so long as the Discloser has been notified of the requirement promptly after the Recipient becomes aware of the requirement. In all cases, the Recipient must undertake all lawful measures to avoid disclosing such information until Discloser has had reasonable time to seek and comply with a protective order that covers the Confidential Information to be disclosed.

18.6 Each Party's obligations to safeguard Confidential Information disclosed prior to expiration or termination of this Agreement shall survive such expiration or termination.

18.7 Except as otherwise expressly provided elsewhere in this Agreement, no license is hereby granted under any patent, trademark, or copyright, nor is any such license implied, solely by virtue of the disclosure of any Confidential Information.

18.8 Each Party agrees that the Discloser would be irreparably injured by a breach of this Agreement by the Recipient or its representatives and that the Discloser shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of the provisions of this Agreement. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement, but shall be in addition to all other remedies available at law or in equity.

19. **Branding**

The Parties agree that the services offered by AT&T that incorporate Services and Elements made available to AT&T pursuant to this Agreement shall be branded as AT&T services, unless BellSouth determines to unbrand such Services and Elements for itself, in which event BellSouth may provide unbranded Services and Elements. AT&T shall provide the exclusive interface to AT&T Customers, except as AT&T shall otherwise specify. In those instances where AT&T requires

BellSouth personnel or systems to interface with AT&T Customers, such personnel shall identify themselves as representing AT&T, and shall not identify themselves as representing BellSouth. Except for material provided by AT&T, all forms, business cards or other business materials furnished by BellSouth to AT&T Customers shall be subject to AT&T's prior review and approval. In no event shall BellSouth, acting on behalf of AT&T pursuant to this Agreement, provide information to AT&T local service Customers about BellSouth products or services. BellSouth agrees to provide in sufficient time for AT&T to review and provide comments, the methods and procedures, training and approaches, to be used by BellSouth to assure that BellSouth meets AT&T's branding requirement. For installation and repair services, AT&T agrees to provide BellSouth with branded material at no charge for use by BellSouth ("Leave Behind Material"). AT&T will reimburse BellSouth for the reasonable and demonstrable costs BellSouth would otherwise incur as a result of the use of the generic leave behind material. BellSouth will notify AT&T of material supply exhaust in sufficient time that material will always be available. BellSouth will not be liable for any error, mistake or omission, other than intentional acts or omissions or gross negligence, resulting from the requirements to distribute AT&T's Leave Behind Material.

20. **Directory Listings Requirements**

20.1 BellSouth shall make available to AT&T, for AT&T subscribers, non-discriminatory access to its telephone number and address directory listings ("Directory Listings"), under the below terms and conditions. In no event shall AT&T subscribers receive Directory Listings that are at less favorable rates, terms or conditions than the rates, terms or conditions that BellSouth provides its subscribers.

20.1.1 **DELETED**

20.1.2 **DELETED**

20.1.3 Subject to execution of an Agreement between AT&T and BellSouth's affiliate, BellSouth Advertising & Publishing Corporation ("BAPCO") substantially in the form set forth in Attachment 13: (1) listings shall be included in the appropriate White Pages or local alphabetical directories (including Foreign Language directories as appropriate), via the BellSouth ordering process, (basic listing shall be at no charge to AT&T or AT&T's subscribers); (2) AT&T's business subscribers' listings shall also be included in the appropriate Yellow Pages or local classified directories, via the BellSouth ordering process, at no charge to AT&T or AT&T's subscribers; (3) copies of such directories shall be delivered by BAPCO to

AT&T's subscribers; (4) AT&T will sell enhanced White Pages Listings to AT&T subscribers and BellSouth shall provide the enhanced White Listings; and (5) Yellow Pages Advertising will be sold and billed to AT&T subscribers.

20.1.4 BAPCO will provide AT&T the necessary publishing information to process AT&T's subscribers directory listings requests including, but not limited to:

1. Classified Heading Information
2. Telephone Directory Coverage Areas by NPA/NXX
3. Publishing Schedules
4. Processes for Obtaining Foreign Directories
5. Information about Listing AT&T's Customer Services, including telephone numbers, in the Customer Call Guide Pages.

20.2 BellSouth will provide AT&T the proper format for submitting subscriber listings as outlined in the OLEC Handbook. BellSouth and BAPCO will accord AT&T's directory listing information the same level of confidentiality that BellSouth and BAPCO accord BellSouth's and BAPCO'S own directory listing information, and BellSouth shall limit access to AT&T's Customer proprietary, confidential directory information to those BellSouth or BAPCO employees who are involved in the preparation of listings.

20.3 BellSouth will include AT&T subscriber listings in BellSouth's directory assistance databases and BellSouth will not charge AT&T to maintain the Directory Assistance database. The Parties agree to cooperate with each other in formulating appropriate procedures regarding lead time, timeliness, format, and content of listing information.

20.4 **DELETED**

21. **Subscriber List Information/Local Number Portability**

21.1 **DELETED**

21.2 BellSouth shall refer any requests from third parties for AT&T's Subscriber List Information to AT&T.

21.3 Local Number Portability shall be provided as set forth in Attachment 8.

21.A **Insurance Requirements**

At all times during the term of this Agreement, each Party shall maintain, at its own expense, (i) all insurance required by applicable Law including insurance and approved self insurance for statutory workers compensation coverage and (ii) commercial general liability coverage in the amount of not less than ten million dollars ($10,000,000) or a combination of commercial general liability and excess/umbrella coverage totaling ten million dollars ($10,000,000). Upon request from the other Party, each Party shall furnish the other Party with certificates of insurance which evidence the minimum levels of insurance set forth herein. Each Party may satisfy all or part of the coverage specified herein through self insurance. Each Party shall give the other Party at least thirty (30) days advance written notice of any cancellation or non-renewal of insurance required by this Section.

21.B **Costs**

Except as otherwise specified in this Agreement, the Act, or any Commission order, each Party shall be responsible for all costs and expenses that it incurs to comply with its obligations under this Agreement.

21.B.1 **DELETED**

21.C **Pre-Ordering Information**

21.C.1 BellSouth shall provide AT&T with access on a real-time basis via electronic interfaces to all services and features technically available from each switch, by switch CLLI and access to street address detail for the provisioning of a service request. This information is currently contained in BellSouth's Regional Street Address Guide ("RSAG") and Products and Services Inventory Management (P/SIMS).

21.C.2 If AT&T dials in, AT&T will obtain from BellSouth a security card featuring a unique password identification which will be changed periodically by BellSouth. A nonrecurring charge of One Hundred ($100.00) Dollars will be applied to each security card provided, including duplicates furnished to additional users or furnished as a replacement of lost or stolen cards.

21.C.3 AT&T acknowledges that (i) this information is provided for the limited purposes of facilitating the establishment of new Customer accounts and identifying services and features available in specific BellSouth central offices. AT&T agrees that it will not sell or otherwise transfer such information to any third Party for any purpose whatsoever without the prior written consent of BellSouth; (ii) BellSouth does not warrant that services provided under this Section will be uninterrupted or error free. In the event of interruptions, delays, errors or other failure of the services,

BellSouth's obligation shall be limited to using reasonable efforts under the circumstances to restore the services. BellSouth shall have no obligation to retrieve or reconstruct any transmitted messages or transmission data which may be lost or damaged. AT&T is responsible for providing back-up for data deemed by BellSouth to be necessary to its operations; (iii) the services provided under this Section are provided "As Is." BellSouth makes no warranty, express or implied, with respect to the services, including but not limited to any warranty of merchantability or fitness for a particular purpose, which warranties are hereby expressly disclaimed.

21.D **Disaster Recovery**

BellSouth and AT&T agree to jointly develop and implement a detailed service restoration plan and disaster recovery plan to be in effect by December 31, 1997. A joint task team will commence development no later than November 1, 1996, for implementation throughout 1997 reaching full deployment by December 31, 1997.

Such plans shall incorporate BellSouth Emergency Contingency Plans for Residence and Business Repair Centers. The Plans shall conform to the FCC Restoration Guidelines, to the National Security Emergency Preparedness ("NSEP") procedures and adhere to the guidelines developed by the Telecommunications Service Priority ("TSP") System office within the National Communications System ("NCS") Agency.

In developing the plans, the team will address the following AT&T proposed terms: (i) provision for immediate notification to AT&T via the Electronic Interface, to be established pursuant to Section 3 of Attachment 6 of the Agreement, of the existence, location, and source of any emergency network outage affecting AT&T Customers; (ii) establishment of a single point of contact responsible for initiating and coordinating the restoration of all Local Services and Network Elements or Combinations; (iii) establishment of procedures to provide AT&T with real-time access to information relating to the status of restoration efforts and problem resolution during the restoration process; (iv) provision of an inventory and description of mobile restoration equipment by locations; (v) establishment of methods and procedures for the dispatch of mobile equipment to the restoration site; (vi) establishment of methods and procedures for re-provisioning all Services and Elements, after initial restoration; (vii) provision for equal priority, as between AT&T Customers and BellSouth Customers, for restoration efforts, consistent with FCC Service Restoration guidelines, including, but not limited to, deployment of repair personnel and access to spare parts and components; and (viii) establishment of a mutually agreeable process for escalation of

maintenance problems, including a complete, up-to-date list of responsible contacts, available twenty-four (24) hours per day, seven (7) days per week.

Such plans shall be modified and updated as necessary. For purposes of this Section, an emergency network outage is defined as 5,000 or more blocked call attempts in a ten (10) minute period in a single exchange.

In the event the Parties are unable to reach agreement on either plan, the matter shall be resolved pursuant to Section 16 and Attachment 1 of this Agreement.

22. Miscellaneous

22.1 Delegation or Assignment

BellSouth may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of AT&T which will not be unreasonably withheld. Notwithstanding the foregoing, BellSouth may assign its rights and benefits and delegate its duties and obligations under this Agreement without the consent of AT&T to a 100 percent owned Affiliate company of BellSouth if such Affiliate provides wireline communications, provided that the performance of any such assignee is guaranteed by the assignor. Any prohibited assignment or delegations shall be null and void.

22.2 Subcontracting

If any Party's obligation under this Agreement is performed by a subcontractor or Affiliate, the Party subcontracting the obligation nevertheless shall remain fully responsible for the performance of this Agreement in accordance with its terms, and shall be solely responsible for payments due its subcontractors or Affiliate. In entering into any contract, subcontract or other agreement for the performance of any obligation under this Agreement, the Party shall not enter into any agreement that it would not enter into if the supplier was performing services directly for said Party.

22.3 Nonexclusive Remedies

Except as otherwise expressly provided in this Agreement, each of the remedies provided under this Agreement is cumulative and is in addition to any remedies that may be available at law or in equity.

22.4 No Third-Party Beneficiaries

Except as may be specifically set forth in this Agreement, this Agreement does not provide and shall not be construed to provide third Parties with any remedy, claim, liability, reimbursement, cause of action, or other privilege.

22.5 **Referenced Documents**

Whenever any provision of this Agreement refers to a technical reference, technical publication, AT&T Practice, BellSouth Practice, any publication of telecommunications industry administrative or technical standards, or any other document specifically incorporated into this Agreement, it will be deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda, or successors) of such document that is in effect, and will include the most recent version or edition (including any amendments, supplements, addenda, or successors) of each document incorporated by reference in such a technical reference, technical publication, AT&T Practice, BellSouth Practice, or publication of industry standards (unless AT&T elects otherwise). Should there be an inconsistency between or among publications or standards, the Parties shall mutually agree upon which requirement shall apply. If the Parties cannot reach agreement, the matter shall be handled pursuant to Attachment 1 of this Agreement.

22.6 **Applicable Law**

The validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the Parties shall be governed by the laws of the State of Georgia other than as to conflicts of laws, except insofar as federal law may control any aspect of this Agreement, in which case federal law shall govern such aspect. The Parties submit to personal jurisdiction in Atlanta, Georgia, and waive any objections to a Georgia venue.

22.7 **Publicity and Advertising**

Neither Party shall publish or use any advertising, sales promotions or other publicity materials that use the other Party's logo, trademarks or service marks without the prior written approval of the other Party.

22.8 **Amendments or Waivers**

Except as otherwise provided in this Agreement, no amendment or waiver of any provision of this Agreement, and no consent to any default under this Agreement, shall be effective unless the same is in writing and signed by an officer of the Party against whom such amendment, waiver or consent is claimed. In addition, no course of dealing or failure of a Party

strictly to enforce any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition.

22.9 **Severability**

If any term, condition or provision of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not invalidate the entire Agreement, unless such construction would be unreasonable. The Agreement shall be construed as if it did not contain the invalid or unenforceable provision or provisions, and the rights and obligations of each Party shall be construed and enforced accordingly; provided, however, that in the event such invalid or unenforceable provision or provisions are essential elements of this Agreement and substantially impair the rights or obligations of either Party, the Parties shall promptly negotiate a replacement provision or provisions.

22.10 **Entire Agreement**

This Agreement, which shall include the Attachments, Appendices and other documents referenced herein, constitutes the entire Agreement between the Parties concerning the subject matter hereof and supersedes any prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, with respect to the subject matter expressly set forth herein.

22.11 **Survival of Obligations**

Any liabilities or obligations of a Party for acts or omissions prior to the cancellation or termination of this Agreement, any obligation of a Party under the provisions regarding indemnification, Confidential Information, limitations on liability, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or to be performed after) termination of this Agreement, shall survive cancellation or termination thereof.

22.12 **Executed in Counterparts**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original; but such counterparts shall together constitute one and the same instrument.

22.13 **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.

Part I: Local Services Resale

23. **Telecommunications Services Provided for Resale**

23.1 At the request of AT&T, and pursuant to the requirements of the Act, BellSouth will make available to AT&T for resale (see Section 24.3 of Part 1) any Telecommunications Service that BellSouth currently provides, or may offer hereafter. BellSouth shall also provide Support Functions and Service Functions, as set forth in Sections 27 and 28 of this Part. The Telecommunications Services, Service Functions and Support Functions provided by BellSouth to AT&T pursuant to this Agreement are collectively referred to as "Local Service."

23.2 This Part describes several services which BellSouth shall make available to AT&T for resale pursuant to this Agreement. This list of services is neither all inclusive nor exclusive. All Telecommunications Services of BellSouth which are to be offered for resale pursuant to the Act are subject to the terms herein, even though they are not specifically enumerated or described.

23.2.1 **Features and Functions Subject to Resale**

BellSouth agrees to make available for resale all features and functions available in connection with Telecommunications Services, including but not limited to the following:

Dial tone and ring
Capability for either dial pulse or touch tone recognition
Capability to complete calls to any location
Same extended local calling area
1+ IntraLATA toll calling
PIC 1+ service
CIC dialing (10 XXXX)
Same access to vertical features and functions
Call detail recording capability required for end user billing
Flat and Measured Service
International Calling
911, 500, 700, 800, 888, 900, 976 dialing
Ringing
Repeat dial capability
Multi-line hunting
PBX trunks and DID service

23.3 BellSouth will provide AT&T with at least the capability to provide an AT&T Customer the same experience as BellSouth provides its own Customers with respect to all Local Services. The capability provided to

AT&T by BellSouth shall be in accordance with standards or other measurements that are at least equal to the level that BellSouth provides or is required to provide by law and its own internal procedures.

24. General Terms and Conditions for Resale

24.1 Primary Local Exchange Carrier Selection

BellSouth shall apply the principles set forth in Section 64.1100 of the Federal Communications Commission Rules, 47 C.F.R. §64.1100, to the process for end-user selection of a primary local exchange carrier. BellSouth shall not require a disconnect order from the Customer, another carrier, or another entity, in order to process an AT&T order for Local Service for a Customer.

24.2 Pricing

The prices charged to AT&T for Local Service are set forth in Part IV of this Agreement.

24.3 Restrictions on Resale

With the exception of short-term promotions, defined as those promotions that are offered for a 90 day period or less and which are not offered on a consecutive basis, BellSouth shall offer for resale at wholesale prices all telecommunications services that BellSouth provides at retail to non-telecommunications carriers. Short-term promotions may be resold at the retail rate.

No terms and conditions, including use and user restrictions, shall be applicable to the resale of BellSouth's telecommunications services except for:

(i) a restriction on the resale of cross-class selling;

(ii) reasonable, nondiscriminatory and narrowly tailored terms, conditions and limitations in the underlying BellSouth tariffs.

(iii) Long term promotions, defined as those promotions that are offered for more than 90 days shall be available for resale to the customers who would have qualified for the promotional rate if the service were being offered by BellSouth;

(iv) LifeLine service shall be available for resale by AT&T only to those customers who meet the qualifications outlined in the means test. AT&T shall comply with all aspects of the

FCC's and Georgia Public Service Commission's Orders which implement LifeLine Service.

(v) Link-up service shall be available for resale by AT&T only to those customers who meet the qualifications outlines in the "means test". AT&T shall comply with aspects of the FCC's and Georgia Public Service Commission's Orders which implement Link-up service.

(vi) Grandfathered services are available for resale by AT&T only to those customers or subscribers who have already have grandfathered status and may not be resold to a new or different group of customers or subscribers.

(vii) N11/E911 services shall be available for resale by AT&T.

24.3.1 **Dialing Parity**

24.3.1.1 BellSouth agrees that AT&T Customers will experience the same dialing parity as BellSouth's Customers, such that, for all call types: (i) an AT&T Customer is not required to dial any greater number of digits than a BellSouth Customer; (ii) the post-dial delay (time elapsed between the last digit dialed and the first network response), call completion rate and transmission quality experienced by an AT&T Customer is at least equal in quality to that experienced by a BellSouth Customer; and (iii) the AT&T Customer may retain its local telephone number.

24.3.2 **Changes in Retail Service**

24.3.2.1 BellSouth agrees to notify AT&T electronically of any changes in the terms and conditions under which it offers Telecommunications Services to subscribers who are nontelecommunications carriers, including, but not limited to, the introduction or discontinuance of any features, functions, services or promotions, at least 45 days prior to the effective date of any such change or concurrent with BellSouth's internal notification process for such change, whichever is earlier. AT&T recognizes that certain revisions may occur between the time BellSouth notifies AT&T of a change pursuant to this Section and BellSouth's tariff filing of such change. BellSouth shall notify AT&T of such revisions consistent with BellSouth's internal notification process but AT&T accepts the consequences of such mid-stream changes as an uncertainty of doing business and, therefore, will not hold BellSouth responsible for any resulting inconvenience or cost incurred by AT&T unless caused by the intentional misconduct of BellSouth for the purposes of this Section. The notification given pursuant to this Section will not be used by either party

to market its offering of such changed services externally in advance of BellSouth filing of any such changes.

24.3.2.2 BellSouth agrees to notify AT&T electronically of proposed price changes at least 30 days prior to the effective date of any such price change.

24.3.2.3 BellSouth agrees to use electronic mail to notify AT&T of any operational changes within at least six (6) months before such changes are proposed to become effective and within twelve months for any technological changes. If such operational or technological changes occur within the six or twelve month notification period, BellSouth will notify AT&T of the changes concurrent with BellSouth's internal notification process for such changes.

25. **Requirements for Specific Services**

25.1 **CENTREX Requirements**

At AT&T's option, AT&T may purchase CENTREX services. Where AT&T purchases such CENTREX services, AT&T may purchase the entire set of features, any single feature, or any combination of features which BellSouth has the capability to provide. BellSouth will provide AT&T with the same service levels and features of CENTREX Service provided by BellSouth to its end users. Requests by AT&T for CENTREX Service levels and features that are different from what BellSouth provides to its end users will be handled under the Bona Fide Request Process. The CENTREX service provided for resale will meet the following requirements:

25.1.1 All features and functions of CENTREX Service, whether offered under tariff or otherwise, shall be available to AT&T for resale, without any geographic or Customer class restrictions.

25.1.2 BellSouth's CENTREX Service may be used by AT&T to provide Local Service to AT&T's end users

25.1.3 BellSouth shall provide to AT&T a list which describes all CENTREX features and functions offered by BellSouth within ten (10) days of the Effective Date, and shall provide updates to said list as required by Section 24.3.2 of Part 1.

25.1.4 **DELETED**

25.1.5 AT&T may aggregate the CENTREX local exchange and IntraLATA traffic usage of AT&T Customers to qualify for volume discounts on the basis of such aggregated usage.

25.1.6 AT&T may aggregate multiple AT&T Customers on dedicated access facilities. AT&T may require that BellSouth suppress the need for AT&T Customers to dial "9" when placing calls outside the CENTREX System. When dedicated facilities are utilized, BellSouth will provide, upon AT&T's request, station ID or ANI, as well as FGD trunking.

25.1.7 AT&T may use remote call forwarding in conjunction with CENTREX Service to provide service to AT&T Local Service Customers residing outside of the geographic territory in which BellSouth provides local exchange service. In cases where existing BellSouth Customers choose AT&T for their local service provider, and where AT&T serves these Customers via CENTREX, in order that such Customers may keep the same phone number, BellSouth shall either move Customer's line and phone number to a CENTREX system, or use remote call forwarding to route Customer's old phone number to new CENTREX phone number. Not all features and functions will be compatible when remote call forwarding is utilized. In such cases, AT&T customers shall have the same functionality as BellSouth customers under the same circumstances.

25.1.8 **DELETED**

25.1.9 BellSouth shall make available to AT&T for resale, at no additional charge, intercom calling among all AT&T Customers who utilize resold CENTREX service where the AT&T Customers' numbers all reside in the same central office switch.

25.1.10 AT&T may utilize BellSouth's Automatic Route Selection (ARS) service features to provision and route calls from various end users to various Interexchange Carriers (IXC) Networks.

25.2 **CLASS and Custom Features Requirements**

AT&T may purchase the entire set of CLASS and Custom features and functions, or a subset of any one or any combination of such features, on a Customer-specific basis, without restriction on the minimum or maximum number of lines or features that may be purchased for any one level of service. BellSouth shall provide to AT&T a list of all such CLASS and Custom features and functions within ten (10) days of the Effective Date and shall provide updates to such list when new features and functions become available.

25.3 **Voluntary Federal and State Customer Financial Assistance Programs**

Local Services provided to low-income subscribers, pursuant to requirements established by the appropriate state regulatory body, include

programs such as Voluntary Federal Customer Financial Assistance Program and Link-Up America ("Voluntary Federal Customer Financial Assistance Programs"). When a BellSouth Customer eligible for the Voluntary Federal Customer Financial Assistance Program or other similar state programs chooses to obtain Local Service from AT&T, BellSouth shall forward available information regarding such Customer's eligibility to participate in such programs to AT&T, in accordance with procedures to be mutually established by the Parties and applicable state and federal law.

25.4 **E911/911 Services**

BellSouth shall provide access to E911/911 in the same manner that it is provided to BellSouth Customers. BellSouth will enable AT&T Customers to have E911/911 call routing to the appropriate Public Safety Answering Point (PSAP). BellSouth shall provide and validate AT&T Customer information to the PSAP. BellSouth shall use its service order process to update and maintain, on the same schedule that it uses for its end users, the AT&T Customer service information in the ALI/DMS (Automatic Location Identification/Database Management System) used to support E911/911 services.

25.4.1 **DELETED**

25.4.2 Telephone Relay Service

Where BellSouth provides to speech and hearing-impaired callers a service that enables callers to type a message into a telephone set equipped with a keypad and message screen and to have a live operator read the message to a recipient and to type message recipient's response to the speech or hearing-impaired caller ("Telephone Relay Service"), BellSouth shall make such service available to AT&T at no additional charge, for use by AT&T Customers who are speech or hearing-impaired. If BellSouth maintains a record of Customers who qualify under any applicable law for Telephone Relay Service, BellSouth shall make such data available to AT&T as it pertains to AT&T Customers.

25.5 **Contract Service Arrangements ("CSA's")**

25.5.1 CSA's shall be available for resale at the same rates, terms and conditions offered to BellSouth's customers. The wholesale discount shall not apply to the resale of CSA's.

25.5.2 For CSA's entered into prior to the Georgia Public Service Commission's Order issued in Docket No. 6801-U, upon AT&T's identifying to BellSouth a specific CSA, BellSouth shall provide AT&T a copy within ten (10) business days of AT&T's request.

25.6 **DELETED**

25.7 **DELETED**

25.8 **DELETED**

25.9 **DELETED**

25.10 **Nonrecurring Services**

25.10.1 BellSouth shall offer for resale all non-recurring services at the wholesale discount.

25.11 **Inside Wire Maintenance Service**

25.11.1 BellSouth shall provide Inside Wire Maintenance Service for resold services, but the resale discount will not apply.

25.12 **Pay Phone Service**

BellSouth shall offer for resale, at a minimum, the following pay phone services: Coin Line (currently sold as SmartLine^{sm}), COCOT Line Coin (currently sold as Independent Payphone Provider (IPP) Line), and COCOT Line Coinless (currently sold as IPP Line Coinless). To the extent BellSouth demonstrates that it does not provide the payphone features and functionality requested by AT&T to BellSouth Customers, AT&T may request that BellSouth provide such functionality pursuant to the Bona Fide Request Process identified in Section 1.1 of the General Terms and Conditions of this Agreement.

Billed Number Screening
Originating line screening
Ability to "freeze" PIC selection
One bill per line
Point of demarcation at the Network Interface location
Detailed billing showing all 1+ traffic on paper, diskette or electronic format
Wire Maintenance option
Touchtone service
Option for listed or non-listed numbers
Access to 911 service
One directory per line
Access to ANI Information
Line and/or station monitoring and diagnostic routines

25.12.1 In addition, BellSouth shall offer for resale, at a minimum, the following features with its resold Coin Line service:

Access to all CO intelligence required to perform answer detection, coin collection, coin return, and disconnect.
Answer Detection
Option to block all 1+ calls to international destinations
IntraLATA Call Timing
Option of one way or two way service on line
Coin Refund and Repair Referral Service
Ability to block any 1+ service that cannot be rated by the coin circuits
AT&T rate tables for local and intraLATA service
Option of Flat Rate Service or Measured Service or both
Protect against clip on fraud
Protect against blue box fraud

25.12.2 BellSouth shall offer for resale, at a minimum, the following features with its COCOT Line Coin and COCOT Line Coinless services:

Ability to keep existing serving telephone numbers if cutover to AT&T Resale Line
Option of One Way or Two Way service on the line
Option of Flat Rate Service or Measured Service or both

25.12.3 BellSouth shall offer for resale, at a minimum, the following feature with its COCOT Line Coin service:

Blocking for 1+ international, 10XXXX1+ international, 101XXXX1+ international, 1+900, N11, 976
Option to block all 1-700 and 1-500 calls
Line side supervision option

25.12.4 BellSouth shall offer for resale, at a minimum, the following features with its COCOT Line Coinless service:

Blocking for 1+ international, 10XXXX1+ international, 101XXXX1+ international, 1+900, N11, 976, 7 or 10 digit local, 1+DDD

25.12.5 BellSouth shall offer for resale, at a minimum, the following features with its SemiPublic Coin service:

Ability to keep existing serving telephone numbers if cutover to AT&T
Touchtone Service
Option for listed, nonlisted, or non published numbers
Provision 911 service
Access to ANI information
Access to all CO intelligence required to perform answer supervision, coin collect, coin return and disconnect
Far end disconnect recognition

Call timing
PIC protection for all 1+local, interLATA, and intraLATA traffic
Same call restrictions as available on BellSouth phones for interLATA, international, intraLATA, and local calling
One bill per line
Detailed billing showing all 1+ traffic in paper or electronic format
Option to have enclosure installed with set
One directory per line installed
Install the station to at least BellSouth standards
Ability to block any 1+ service that cannot be rated by the coin circuits
AT&T to be the PIC for local and intraLATA calls
Option to block all 1+ international calls
Option of one way or two way service
Wire Maintenance option
AT&T rate tables for local and intraLATA service
Option to have BellSouth techs collect, count, and deposit vault contents on behalf of AT&T
Monitor vault contents for slugs and spurious non-US currency or theft and notify AT&T of discrepancies
Station or enclosure equipment should only bear the name/brand designated by AT&T on the order form
Protect against clip on fraud
Protect against red box fraud
Protect against blue box fraud
Provide option for use of "bright" station technology including debit cards
Provide revenue, maintenance, collection reports as specified by AT&T on order form on a periodic basis in paper or electronic format

25.12.6 BellSouth shall provide the following features for Coin Line, SemiPublic Coin, COCOT Line Coin, anJ COCOT Line Coinless services:

Blocking of inbound international calls
Point of demarcation at the set location
Special screen codes unique to AT&T and/or its Customers
Single Point of Contact for bills and orders dedicated to Public
Service outage transfers to AT&T help center
Access to AT&T Directory Assistance
Access to AT&T's Network Access Interrupt
Use AT&T branded invoice
Provide all information requested to ensure AT&T can bill for access line
Provide all information requested to ensure AT&T can bill for usage on the line

30.9.7 **DELETED**

30.9.8 **DELETED**

30.9.9 **DELETED**

30.9.10 **DELETED**

30.9.11 **DELETED**

30.10 **Standards for Network Elements**

30.10.1 BellSouth shall comply with the requirements set forth in the technical references, as well as any performance or other requirements identified in this Agreement, to the extent that they are consistent with the greater of BellSouth's actual performance or applicable industry standards. If another 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, AT&T may request, where technically feasible, that a different standard apply by making a request for such change pursuant to the Bona Fide Request Process identified in Section 1.1 of the General Terms and Conditions of this Agreement.

30.10.2 If one or more of the requirements set forth in this Agreement are in conflict, the parties shall mutually agree on which requirement shall apply. If the parties cannot reach agreement, the Alternative Dispute Resolution Process identified in Section 16 of the General Terms and Conditions of this Agreement shall apply.

30.10.3 Each Network Element provided by BellSouth to AT&T shall be at least equal in the quality of design, performance, features, functions and other characteristics, including but not limited to levels and types of redundant equipment and facilities for power, diversity and security, that BellSouth provides in the BellSouth network to itself, BellSouth's own Customers, to a BellSouth affiliate or to any other entity for the same Network Element.

30.10.3.1 **DELETED**

30.10.3.2 BellSouth agrees to work cooperatively with AT&T to provide Network Elements that will meet AT&T's needs in providing services to its Customers.

30.10.4 Unless otherwise designated by AT&T, each Network Element and the interconnections between Network Elements provided by BellSouth to AT&T shall be made available to AT&T on a priority basis that is equal to or better than the priorities that BellSouth provides to itself, BellSouth's own Customers, to a BellSouth affiliate or to any other entity for the same Network Element.

PART III: ANCILLARY FUNCTIONS

31. **Introduction**

This Part and Attachment 3 set forth the Ancillary Functions and requirements for each Ancillary Function that BellSouth agrees to offer to AT&T so that AT&T may provide Telecommunication Services to its Customers.

32. **BellSouth Provision of Ancillary Functions**

Part IV of this Agreement sets forth the prices for such Ancillary Functions. BellSouth will offer Ancillary Functions to AT&T on rates, terms and conditions that are just, reasonable, and non-discriminatory and in accordance with the terms and conditions of this Agreement.

32.1 The Ancillary Functions that AT&T has identified as of the Effective Date of this Agreement are Collocation, Rights Of Way (ROW), Conduits and Pole Attachments. AT&T and BellSouth agree that the Ancillary Functions identified in this Part III are not exclusive. Either Party may identify additional or revised Ancillary Functions as necessary to improve services to Customers, to improve network or service efficiencies or to accommodate changing technologies, Customer demand; or regulatory requirements. Upon BellSouth's identification of a new or revised Ancillary Function, BellSouth shall notify AT&T of the existence of and the technical characteristics of the new or revised Ancillary Function.

AT&T shall make its request for a new or revised Ancillary Function pursuant to the Bona Fide Request Process identified in Section 1.1 of the General Terms and Conditions of this Agreement.

32.2 If BellSouth provides any Ancillary Function to itself, to its own Customers, to a BellSouth affiliate or to any other entity, BellSouth will provide the same Ancillary Function to AT&T at rates, terms and conditions no less favorable to AT&T than those provided by BellSouth to itself or to any other Party. The Ancillary Functions and requirements for each Ancillary Function are set forth in Attachment 3.

33. **Standards for Ancillary Functions**

33.1 Each Ancillary Function shall meet or exceed the requirements set forth in the technical references, as well as the performance and other requirements, identified in this Agreement. If another Bell Communications Research, Inc. ("Bellcore"), or industry standard (e.g., American National Standards Institute ("ANSI")) technical reference sets forth a different requirement, AT&T may elect, where technically feasible, which standard shall apply by making a request for such change pursuant

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30.10.3.1 **DELETED**

30.10.3.2 BellSouth agrees to work cooperatively with AT&T to provide Network Elements that will meet AT&T's needs in providing services to its Customers.

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AT&T shall make its request for a new or revised Ancillary Function pursuant to the Bona Fide Request Process identified in Section 1.1 of the General Terms and Conditions of this Agreement.

32.2 If BellSouth provides any Ancillary Function to itself, to its own Customers, to a BellSouth affiliate or to any other entity, BellSouth will provide the same Ancillary Function to AT&T at rates, terms and conditions no less favorable to AT&T than those provided by BellSouth to itself or to any other Party. The Ancillary Functions and requirements for each Ancillary Function are set forth in Attachment 3.

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to the Bona Fide Request Process identified in Section 1.1 of the General Terms and Conditions of this Agreement.

33.2 Except as otherwise expressly agreed to herein, each Ancillary Function provided by BellSouth to AT&T herein shall be at least equal in the quality of design, performance, features, functions and other characteristics, including, but not limited to levels and types of redundant equipment and facilities for diversity and security, that BellSouth provides in BellSouth network to itself, its own Customers, its affiliates or any other entity. This Section is not intended to limit BellSouth's ability during this Agreement to offer to AT&T nor AT&T's ability to accept Ancillary Functions with varying degrees of features, functionalities and characteristics.

33.3 **DELETED**

33.3.1 BellSouth agrees to work cooperatively with AT&T to provide Ancillary Functions that will meet AT&T's needs in providing services to its Customers.

33.4 Ancillary Functions provided by BellSouth to AT&T shall be allocated to AT&T on a basis that is at least equal to that which BellSouth provides to itself, its Customers, its affiliates or any other entity.

PART IV: PRICING

34. **General Principles**

All services currently provided hereunder (including resold Local Services, Network Elements, Combinations 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.

35. **Local Service Resale**

The prices that AT&T 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 AT&T 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.

36. **Unbundled Network Elements**

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

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

The interim prices that AT&T shall pay to BellSouth are set forth in Table 1.

38. **Ancillary Functions**

38.1 Collocation - The interim prices that AT&T shall pay to BellSouth are set forth in Table 2.

38.2 Rights-of-Way - The interim prices that AT&T shall pay to BellSouth are set forth in Table 3.

38.3 Poles, Ducts and Conduits - The interim prices that AT&T shall pay to BellSouth are set forth in Table 3.

39. **Local Number Portability**

The prices for interim number portability are set forth in Table 4.

40. **Recorded Usage Data**

The interim prices for recorded usage data are set forth in Table 5.

41. **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.

42. **Interim Pricing**

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

1. The interim price shall be trued-up, either up or down, based on final prices determined either by further agreement between the Parties, or by a final order (including any appeals) of the Commission which final order meets the criteria of (3) below. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with interim prices for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the true-up can be based, and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such true-up, the Parties agree that the body having jurisdiction over the matter shall be called upon to resolve such differences, or the Parties may mutually agree to submit the matter to the Dispute Resolution process in accordance with the provisions of Section 16 of the General Terms and Conditions and Attachment 1 of the Agreement.

2. The Parties may continue to negotiate toward final prices, but in the event that no such agreement is reached within nine (9) months, either Party may petition the Commission to resolve such disputes and to determine final prices for each item. Alternatively, upon mutual agreement, the Parties may submit the matter to the Dispute Resolution Process set forth in Section 16 of the General Terms and Conditions and Attachment 1 of the Agreement, so long as they file the resulting agreement with the Commission as a "negotiated agreement" under Section 252(e) of the Act.

3. A final order of this Commission that forms the basis of a true-up shall be the final order as to prices for unbundled local loops in the Docket No. 7601-U generic cost study proceeding, or potentially may be a final order in any other Commission proceeding which meets the following criteria:

   (a) BellSouth and AT&T is entitled to be a full party to the proceeding;

   (b) It shall apply the provisions of the federal Telecommunications Act of 1996, including but not limited to Section 252(d)(1) (which contains pricing standards) and all then-effective implementing rules and regulations; and,

   (c) It shall include as an issue the geographic deaveraging of unbundled element prices, which deaveraged prices, if any are required by said final order, shall form the basis of any true-up.

4. AT&T 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.

TABLE 1

UNBUNDLED NETWORK ELEMENT PRICES

Network Interface Device, Per Month	$0.53	
Loop Combinations, including NID, Per Month		
2 wire analog voice grade loop	$14.22	
NRC	$25.80	
4 wire analog voice grade loop	$22.75	
NRC	$25.80	
2 wire ADSL/ISDN	$17.00	
NRC	$25.80	
4 wire HDSL	$27.20	
NRC	$25.80	
2 wire ISDN Digital	$27.20	
NRC	$25.80	
4 wire DS1 Digital grade loop	$117.00	
NRC	$665.00 $315.00	First Add'l
Local Switching, Per Month		
2 wire analog port	$1.13	
NRC	$50.00 $18.00	First Add'l
4 wire analog port (Coin)	$1.13	
NRC	$50.00 $18.00	First Add'l
2 wire DID port	$12.68	
NRC	$50.00 $18.00	First Add'l
4 wire DID port	$120.00	
NRC	$230.00 $200.00	First Add'l
2 wire ISDN	$13.50	
NRC	$150.00 $120.00	First Add'l
4 wire ISDN	$308.00	
NRC	$230.00 $200.00	First Add'l
Rotary Service (hunting)	$0.20	
NRC	$3.00 $3.00	First Add'l
Local Switching		
End Office Switching, per Minute of use	$0.0016	
Tandem Switching, per minute of use	$0.0017	
Local Transport		
Dedicated Transport - DS1 Level		
Per Link (not per mile)	$105.12 per link	
NRC	$100.49	
Dedicated Transport - DS0 Level		
Per Link (not per mile)	$4.38	
NRC	$24.01	
Common Transport		
Per minute, per link (not per mile)	$0.00067	

Unbundled Signaling		
Signaling Links		
A link	$19.97 per link	
D link	$25.25 per link	
Signal Transfer Points		
ISUP	$0.00005 per message	
TCAP	$0.00005 per message	
Signaling Usage Surrogate, per 56 Kbps facility. This charge is only applicable where signaling usage measurement and billing capability does not exist.	$395.00	
Signal Control Points		
AIN	Interim Rates to be Negotiated	
LIDB	$0.00075 per message	
Originating point code establishment or change, per establishment or change	$91.00	
800/888 Access Ten Digit Screening Service		
Per 800 call utilizing access ten digit screening service w/800 number delivery	$0.00075 per message	
Per 800 call utilizing access ten digit screening service w/800 number delivery, for 800 numbers with optional complex features	$0.00075 per message	
Per 800 call utilizing access ten digit screening service with POTS number delivery	$0.00075 per message	
Per 800 call utilizing access ten digit screening service with POTS number delivery, with optional complex features	$0.00075 per message	
NRC Reservation charge, per 800 number reserved	First $27.50	Add'l. $.50
NRC Establishment charge, per 800 number established with 800 Number Delivery	First $63.00	Add'l. $2.00
NRC Establishment charge, per 800 number established with POTS number delivery	First $63.00	Add'l. $2.00
NRC Change charge, per request	First $42.00	Add'l. $.50
NRC customized area of service, per 800 number	First $3.00	Add'l. $1.50
NRC multiple interLATA carrier routing, per carrier requested, per 800 number	First $3.50	Add'l. $2.00
NRC call handling and destination features, per 800 number	$3.00	
Operator Systems		
Operator Provided Call Handling	$0.30 per call	
Fully Automated Call Handling	$0.07 per attempt	
Directory Assistance		
Directory Assistance	$0.20 per call	
DA Call Completion	$0.05 per attempt	
Number Services Intercept	$0.04 per query	
DA - switched local channel - DS1 level, per local channel	$133.81	
NRC First	$866.97	
NRC Add'l	$486.83	
DA - Switched dedicated transport - DS1 level, per mile	$23.50	
NRC	$100.49	

DA - switched common transport, per DA access service minute	$0.00067
DA - access tandem switching, per DA access service minute	$0.0017
DA - interconnection, per DA access service call	$0.00269
Installation, per DA access service call	$915.00 First $100.00 Add'l
DA database service - use fee, per DAD customer's end user request	$0.035
DA database Service - monthly recurring charge	$150.00
Direct access to DA service	
NRC DADAS service establishment charge	$1,000.00
DADAS database service charge, per month	$5,000.00
DADAS per query charge	$0.023
Selective Routing	
One time charge	$10.00 per line or PBX trunk
Dark Fiber	
Per each fiber strand per route mile or fraction thereof	$0.0456 per foot
Per each four-fiber dry fiber arrangement	$1000.00 per arrangement

TABLE 2

PHYSICAL COLLOCATION

RATE ELEMENT	APPLICATION/DESCRIPTION	TYPE OF CHARGE	PRICE
Application fee	Applies per arrangement per location	Non-recurring	$3,850.00
Space preparation fee	Applies for survey and design of space, covers shared building modification costs	Non-recurring	ICB
Space construction fee	Covers materials and construction of optional cage in 100 square foot increments	Non-recurring	$4,500.00
Cable installation fee	Applies per entrance cable	Non-recurring	$2,750.00
Floor space	Per square foot, for Zone A and Zone B offices respectively	Monthly recurring	$7.50/$6.75
Power	Per ampere based on manufacturer's specifications	Monthly recurring	$5.00 per ampere
Cable support structure	Applies per entrance cable	Monthly recurring	$13.35 per cable
POT bay	Optional Point of Termination bay 2-wire 4-wire DS1 DS3	Monthly recurring	 $0.40 $1.20 $1.20 $8.00
Cross connects	Per POT Bay 2-wire analog 4-wire analog DS1 DS3	Monthly recurring and non-recurring	 $0.30 $12.60 - First $12.60 - Add'l $0.50 $12.60 - First $12.60 - Add'l $8.00 $155.00 - First $27.00 - Add'l $72.00 $155.00 - First $27.00 - Add'l
Security escort	First and additional half hour increments, per traffic rate in Basic time (B), Overtime (O), and Premium time (P)	As required. This is a traffic charge	$41.00/$25.00 B $48.00/$30.00 O $55.00/$35.00 P

TABLE 3

RIGHTS OF WAY, POLE ATTACHMENTS, CONDUIT AND DUCT OCCUPANCY

Pole attachment	$4.20 per attachment
Conduit	$0.56 per foot
Work performed by BellSouth employees, per hour	Loaded labor rate as developed in accordance with FCC Accounting Rules for work performed by BST employees

TABLE 4

LOCAL NUMBER PORTABILITY

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

For LERG Reassignment, Route Index - Portability Hub, and Directory Number - Route Index, the Parties agree to continue to work on interim rates that shall also be subject to true-up according to permanent rates for interim number portability that the Georgia Public Service Commission will establish in Docket No. 5840-U.

TABLE 5

RECORDED USAGE DATA

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

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43. Execution of the Interconnection Agreement by either Party does not confirm or infer that the executing Party agrees with any decision(s) issued pursuant to the Telecommunications Act of 1996 and the consequences of those decisions on specific language in this Agreement. Neither Party waives its rights to appeal or otherwise challenge any such decision(s) and each Party reserves all of its rights to pursue any and all legal and/or equitable remedies, including appeals of any such decision(s). If such appeals or challenges result in changes in the decision(s), the Parties agree that appropriate modifications to this Agreement will be made promptly to make its terms consistent with those changed decision(s).

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

AT&T COMMUNICATIONS OF
THE SOUTHERN STATES

By: _____
William J. Carroll
Vice President

February 3, 1997
Date

BELLSOUTH
TELECOMMUNICATIONS, INC.

By: _____
Jerry D. Hendrix
Director
Interconnection Services/
Pricing

February 3, 1997
Date

DUPLICATE ORIGINAL

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February 3, 1997
Date

BELLSOUTH
TELECOMMUNICATIONS, INC.

By: _____
Jerry D. Hendrix
Director
Interconnection Services/
Pricing

February 3, 1997
Date

DUPLICATE ORIGINAL

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2.2.1.6 4-wire digital data (2.4Kbps through 64Kbps and n times 64Kbps (where $n \leq 24$);

2.2.1.7 4-wire DS1 (switched or private line);

2.2.1.8 DS-3 rate private lines; and

2.2.1.9 Optical SONET OC-n rate private lines.

2.2.2 The alternatives for the unbundled loop combination include but are not limited to:

2.2.2.1 Copper twisted pair loop from the NID at the customer's premise to the MDF in the LEC local serving office (LSO).

2.2.2.2 Copper twisted pair distribution from the NID at the customer's premise to a loop concentrator/multiplexer located external to the LSO, with metallic T1 or fiber feeder from the concentrator/multiplexer to an MDF or DSX frame in the LSO (see loop concentrator/multiplexer section for possible variations).

2.2.2.3 Whenever available in the BellSouth network, BellSouth will provide Hybrid fiber coax loop that consists of coax cable from an NID/NIU at the customer's premise to a fiber node, fiber cable from the fiber node to a Host Digital Terminal (HDT) in the LSO, and DS1s from the HDT to a DSX frame in the LSO.

2.2.2.4 DS1 rate loop over a metallic T1 or optical SONET/asynchronous network facility from the NID at the customer's premise to a DSX frame in the LEC LSO.

2.2.2.5 DS3 rate loop over optical SONET/asynchronous network facility from the NID at the customer's premise to a DSX frame or DCS in the LEC LSO.

2.2.2.6 SONET OC-n rate loop from the NID at the customer's premise to a Lightguide Cross-connect (LGX) or DCS in the LSO.

2.2.2.7 Services supported by the loop combinations will include POTS, CENTREX, basic rate ISDN, analog PBX, voice grade private line, and digital data (up to 64 Kb/s). Additional services may include digital PBXs, primary rate ISDN, Nx 64Kb/s, and DS1/DS3 and SONET private lines.

2.2.2.8 The loop combination must support the transmission, signaling, performance and interface requirements of the services to be

to the Bona Fide Request Process identified in Section 1.1 of the General Terms and Conditions of this Agreement.

33.2 Except as otherwise expressly agreed to herein, each Ancillary Function provided by BellSouth to AT&T herein shall be at least equal in the quality of design, performance, features, functions and other characteristics, including, but not limited to levels and types of redundant equipment and facilities for diversity and security, that BellSouth provides in BellSouth network to itself, its own Customers, its affiliates or any other entity. This Section is not intended to limit BellSouth's ability during this Agreement to offer to AT&T nor AT&T's ability to accept Ancillary Functions with varying degrees of features, functionalities and characteristics.

33.3 **DELETED**

33.3.1 BellSouth agrees to work cooperatively with AT&T to provide Ancillary Functions that will meet AT&T's needs in providing services to its Customers.

33.4 Ancillary Functions provided by BellSouth to AT&T shall be allocated to AT&T on a basis that is at least equal to that which BellSouth provides to itself, its Customers, its affiliates or any other entity.

PART IV: PRICING

34. **General Principles**

All services currently provided hereunder (including resold Local Services, Network Elements, Combinations 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.

35. **Local Service Resale**

The prices that AT&T 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 AT&T 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.

36. **Unbundled Network Elements**

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

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

The interim prices that AT&T shall pay to BellSouth are set forth in Table 1.

38. **Ancillary Functions**

38.1 Collocation - The interim prices that AT&T shall pay to BellSouth are set forth in Table 2.

38.2 Rights-of-Way - The interim prices that AT&T shall pay to BellSouth are set forth in Table 3.

38.3 Poles, Ducts and Conduits - The interim prices that AT&T shall pay to BellSouth are set forth in Table 3.

39. **Local Number Portability**

The prices for interim number portability are set forth in Table 4.

40. **Recorded Usage Data**

The interim prices for recorded usage data are set forth in Table 5.

41. **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.

42. **Interim Pricing**

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

1. The interim price shall be trued-up, either up or down, based on final prices determined either by further agreement between the Parties, or by a final order (including any appeals) of the Commission which final order meets the criteria of (3) below. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with interim prices for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the true-up can be based, and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such true-up, the Parties agree that the body having jurisdiction over the matter shall be called upon to resolve such differences, or the Parties may mutually agree to submit the matter to the Dispute Resolution process in accordance with the provisions of Section 16 of the General Terms and Conditions and Attachment 1 of the Agreement.

2. The Parties may continue to negotiate toward final prices, but in the event that no such agreement is reached within nine (9) months, either Party may petition the Commission to resolve such disputes and to determine final prices for each item. Alternatively, upon mutual agreement, the Parties may submit the matter to the Dispute Resolution Process set forth in Section 16 of the General Terms and Conditions and Attachment 1 of the Agreement, so long as they file the resulting agreement with the Commission as a "negotiated agreement" under Section 252(e) of the Act.

3. A final order of this Commission that forms the basis of a true-up shall be the final order as to prices for unbundled local loops in the Docket No. 7601-U generic cost study proceeding, or potentially may be a final order in any other Commission proceeding which meets the following criteria:

   (a) BellSouth and AT&T is entitled to be a full party to the proceeding;

   (b) It shall apply the provisions of the federal Telecommunications Act of 1996, including but not limited to Section 252(d)(1) (which contains pricing standards) and all then-effective implementing rules and regulations; and,

   (c) It shall include as an issue the geographic deaveraging of unbundled element prices, which deaveraged prices, if any are required by said final order, shall form the basis of any true-up.

4. AT&T 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.

TABLE 1

UNBUNDLED NETWORK ELEMENT PRICES

Network Interface Device, Per Month	$0.53	
Loop Combinations, including NID, Per Month		
2 wire analog voice grade loop	$14.22	
NRC	$25.80	
4 wire analog voice grade loop	$22.75	
NRC	$25.80	
2 wire ADSL/ISDN	$17.00	
NRC	$25.80	
4 wire HDSL	$27.20	
NRC	$25.80	
2 wire ISDN Digital	$27.20	
NRC	$25.80	
4 wire DS1 Digital grade loop	$117.00	
NRC	$665.00 $315.00	First Add'l
Local Switching, Per Month		
2 wire analog port	$1.13	
NRC	$50.00 $18.00	First Add'l
4 wire analog port (Coin)	$1.13	
NRC	$50.00 $18.00	First Add'l
2 wire DID port	$12.68	
NRC	$50.00 $18.00	First Add'l
4 wire DID port	$120.00	
NRC	$230.00 $200.00	First Add'l
2 wire ISDN	$13.50	
NRC	$150.00 $120.00	First Add'l
4 wire ISDN	$308.00	
NRC	$230.00 $200.00	First Add'l
Rotary Service (hunting)	$0.20	
NRC	$3.00 $3.00	First Add'l
Local Switching		
End Office Switching, per Minute of use	$0.0016	
Tandem Switching, per minute of use	$0.0017	
Local Transport		
Dedicated Transport - DS1 Level		
Per Link (not per mile)	$105.12 per link	
NRC	$100.49	
Dedicated Transport - DS0 Level		
Per Link (not per mile)	$4.38	
NRC	$24.01	
Common Transport		
Per minute, per link (not per mile)	$0.00067	

Unbundled Signaling		
Signaling Links		
A link	$19.97 per link	
D link	$25.25 per link	
Signal Transfer Points		
ISUP	$0.00005 per message	
TCAP	$0.00005 per message	
Signaling Usage Surrogate, per 56 Kbps facility. This charge is only applicable where signaling usage measurement and billing capability does not exist.	$395.00	
Signal Control Points		
AIN	Interim Rates to be Negotiated	
LIDB	$0.00075 per message	
Originating point code establishment or change, per establishment or change	$91.00	
800/888 Access Ten Digit Screening Service		
Per 800 call utilizing access ten digit screening service w/800 number delivery	$0.00075 per message	
Per 800 call utilizing access ten digit screening service w/800 number delivery, for 800 numbers with optional complex features	$0.00075 per message	
Per 800 call utilizing access ten digit screening service with POTS number delivery	$0.00075 per message	
Per 800 call utilizing access ten digit screening service with POTS number delivery, with optional complex features	$0.00075 per message	
NRC Reservation charge, per 800 number reserved	First $27.50	Add'l. $.50
NRC Establishment charge, per 800 number established with 800 Number Delivery	First $63.00	Add'l. $2.00
NRC Establishment charge, per 800 number established with POTS number delivery	First $63.00	Add'l. $2.00
NRC Change charge, per request	First $42.00	Add'l. $.50
NRC customized area of service, per 800 number	First $3.00	Add'l. $1.50
NRC multiple interLATA carrier routing, per carrier requested, per 800 number	First $3.50	Add'l. $2.00
NRC call handling and destination features, per 800 number	$3.00	
Operator Systems		
Operator Provided Call Handling	$0.30 per call	
Fully Automated Call Handling	$0.07 per attempt	
Directory Assistance		
Directory Assistance	$0.20 per call	
DA Call Completion	$0.05 per attempt	
Number Services Intercept	$0.04 per query	
DA - switched local channel - DS1 level, per local channel	$133.81	
NRC First	$866.97	
NRC Add'l	$486.83	
DA - Switched dedicated transport - DS1 level, per mile	$23.50	
NRC	$100.49	

DA - switched common transport, per DA access service minute	$0.00067
DA - access tandem switching, per DA access service minute	$0.0017
DA - interconnection, per DA access service call	$0.00269
Installation, per DA access service call	$915.00 First $100.00 Add'l
DA database service - use fee, per DAD customer's end user request	$0.035
DA database Service - monthly recurring charge	$150.00
Direct access to DA service	
NRC DADAS service establishment charge	$1,000.00
DADAS database service charge, per month	$5,000.00
DADAS per query charge	$0.023
Selective Routing	
One time charge	$10.00 per line or PBX trunk
Dark Fiber	
Per each fiber strand per route mile or fraction thereof	$0.0456 per foot
Per each four-fiber dry fiber arrangement	$1000.00 per arrangement

TABLE 2

PHYSICAL COLLOCATION

RATE ELEMENT	APPLICATION/DESCRIPTION	TYPE OF CHARGE	PRICE
Application fee	Applies per arrangement per location	Non-recurring	$3,850.00
Space preparation fee	Applies for survey and design of space, covers shared building modification costs	Non-recurring	ICB
Space construction fee	Covers materials and construction of optional cage in 100 square foot increments	Non-recurring	$4,500.00
Cable installation fee	Applies per entrance cable	Non-recurring	$2,750.00
Floor space	Per square foot, for Zone A and Zone B offices respectively	Monthly recurring	$7.50/$6.75
Power	Per ampere based on manufacturer's specifications	Monthly recurring	$5.00 per ampere
Cable support structure	Applies per entrance cable	Monthly recurring	$13.35 per cable
POT bay	Optional Point of Termination bay 2-wire 4-wire DS1 DS3	Monthly recurring	 $0.40 $1.20 $1.20 $8.00
Cross connects	Per POT Bay 2-wire analog 4-wire analog DS1 DS3	Monthly recurring and non-recurring	 $0.30 $12.60 - First $12.60 - Add'l $0.50 $12.60 - First $12.60 - Add'l $8.00 $155.00 - First $27.00 - Add'l $72.00 $155.00 - First $27.00 - Add'l
Security escort	First and additional half hour increments, per traffic rate in Basic time (B), Overtime (O), and Premium time (P)	As required. This is a traffic charge	$41.00/$25.00 B $48.00/$30.00 O $55.00/$35.00 P

TABLE 3

RIGHTS OF WAY, POLE ATTACHMENTS, CONDUIT AND DUCT OCCUPANCY

Pole attachment	$4.20 per attachment
Conduit	$0.56 per foot
Work performed by BellSouth employees, per hour	Loaded labor rate as developed in accordance with FCC Accounting Rules for work performed by BST employees

TABLE 4

LOCAL NUMBER PORTABILITY

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

For LERG Reassignment, Route Index - Portability Hub, and Directory Number - Route Index, the Parties agree to continue to work on interim rates that shall also be subject to true-up according to permanent rates for interim number portability that the Georgia Public Service Commission will establish in Docket No. 5840-U.

TABLE 5

RECORDED USAGE DATA

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

ALTERNATIVE DISPUTE RESOLUTION

1. **Purpose**

Attachment 1 provides for the expeditious, economical, and equitable resolution of disputes between BellSouth and AT&T arising under this Agreement.

2. **Exclusive Remedy**

2.1 Negotiation and arbitration under the procedures provided herein shall be the exclusive remedy for all disputes between BellSouth and AT&T arising under or related to this Agreement including its breach, except for: (i) disputes arising pursuant to Attachment 6, Connectivity Billing; and (ii) disputes or matters for which the Telecommunications Act of 1996 specifies a particular remedy or procedure. Except as provided herein, BellSouth and AT&T hereby renounce all recourse to litigation and agree that the award of the arbitrators shall be final and subject to no judicial review, except on one or more of those grounds specified in the Federal Arbitration Act (9 USC §§ 1 et seq.), as amended, or any successor provision thereto.

2.1.1 If, for any reason, certain claims or disputes are deemed to be non-arbitrable, the non-arbitrability of those claims or disputes shall in no way affect the arbitrability of any other claims or disputes.

2.1.2 If, for any reason, the Federal Communications Commission or any other federal or state regulatory agency exercises jurisdiction over and decides any dispute related to this Agreement or to any BellSouth tariff and, as a result, a claim is adjudicated in both an agency proceeding and an arbitration proceeding under this Attachment 1, the following provisions shall apply:

2.1.2.1 To the extent required by law, the agency ruling shall be binding upon the Parties for the limited purposes of regulation within the jurisdiction and authority of such agency.

2.1.2.2 The arbitration ruling rendered pursuant to this Attachment 1 shall be binding upon the Parties for purposes of establishing their respective contractual rights and obligations under this Agreement, and for all other purposes not expressly precluded by such agency ruling.

3. **Informal Resolution of Disputes**

3.1 The Parties to this Agreement shall submit any and all disputes between BellSouth and AT&T for resolution to an Inter-Company Review Board consisting of one representative from AT&T at the Director-or-above level and

one representative from BellSouth at the Vice-President-or-above level (or at such lower level as each Party may designate).

3.2 The Parties may enter into a settlement of any dispute at any time.

4. **Initiation of an Arbitration**

Except for Disputes Affecting Service, if the Inter-Company Review Board is unable to resolve the dispute within thirty (30) days (or such longer period as agreed to in writing by the Parties) of such submission, and the Parties have not otherwise entered into a settlement of their dispute, either Party may initiate an arbitration in accordance with the CPR Institute for Dispute Resolution ("CPR") Rules for Non-Administered Arbitration and business disputes ("the CPR Rules").

If the Inter-Company Review Board provided for in Section 3 of this Attachment 1 is unable to resolve a Dispute Affecting Service within two (2) business days (or such longer period as agreed to in writing by the Parties) of such submission, and the Parties have not otherwise entered into a settlement of their dispute, either Party, may, through its representative on the Inter-Company Review Board, request arbitration of what in good faith is believed to be a Dispute Affecting Service in accordance with the requirements of Section 9 of this Attachment 1, with the consent of the other party, which consent shall not be unreasonably withheld. Any dispute not resolved in accordance with Section 9 of this Attachment 1 shall be resolved as if it were not a Dispute Affecting Service.

5. **Governing Rules for Arbitration**

5.1 The rules set forth below and the CPR Rules shall govern all arbitration proceedings initiated pursuant to this Attachment; however, such arbitration proceedings shall not be conducted under the auspices of the CPR Rules unless the Parties mutually agree. Where any of the rules set forth herein conflict with the rules of the CPR Rules, the rules set forth in this Attachment shall prevail.

6. **Appointment and Removal of Arbitrators for the Disputes other than the Disputes Affecting Service Process**

6.1 Each arbitration conducted pursuant to this Section shall be conducted before a panel of three Arbitrators, each of whom shall meet the qualifications set forth herein. Each Arbitrator shall be impartial, shall not have been employed by or affiliated with any of the Parties hereto or any of their respective Affiliates and shall possess substantial legal, accounting, telecommunications, business or other professional experience relevant to the issues in dispute in the arbitration as stated in the notice initiating such proceeding. The panel of arbitrators shall be selected as provided in the CPR Rules.

6.2 The Parties may, by mutual written agreement, remove an Arbitrator at any time, and shall provide prompt written notice of removal to such Arbitrator.

6.3 In the event that an Arbitrator resigns, is removed pursuant to Section 6.2 of this Attachment 1, or becomes unable to discharge his or her duties, the Parties shall, by mutual written Agreement, appoint a replacement Arbitrator within thirty (30) days after such resignation, removal, or inability, unless a different time period is mutually agreed upon in writing by the Parties. Any matters pending before the Arbitrator at the time he or she resigns, is removed, or becomes unable to discharge his or her duties, will be assigned to the replacement Arbitrator as soon as the replacement Arbitrator is appointed.

7. **Duties and Powers of the Arbitrators**

The Arbitrators shall receive complaints and other permitted pleadings, oversee discovery, administer oaths and subpoena witnesses pursuant to the United States Arbitration Act, hold hearings, issue decisions, and maintain a record of proceedings. The Arbitrators shall have the power to award any remedy or relief that a court with jurisdiction over this Agreement could order or grant, including, without limitation, the awarding of damages, pre-judgment interest, specific performance of any obligation created under the Agreement, issuance of an injunction, or imposition of sanctions for abuse or frustration of the arbitration process, except that the Arbitrators may not: (i) award punitive damages; (ii) or any remedy rendered unavailable to the Parties pursuant to Section 10.3 of the General Terms and Conditions of the Agreement; or (iii) limit, expand, or otherwise modify the terms of this Agreement.

8. **Discovery and Proceedings**

8.1 BellSouth and AT&T shall attempt, in good faith, to agree on a plan for discovery. Should they fail to agree, either BellSouth or AT&T may request a joint meeting or conference call with the Arbitrators. The Arbitrators shall resolve any disputes between BellSouth and AT&T, and such resolution with

respect to the scope, manner, and timing of discovery shall be final and binding.

8.2 The Parties shall facilitate the arbitration by: (i) making available to one another and to the Arbitrators, on as expedited a basis as is practicable, for examination, deposition, inspection and extraction all documents, books, records and personnel under their control if determined by the Arbitrators to be relevant to the dispute; (ii) conducting arbitration hearings to the greatest extent possible on successive days; and (iii) observing strictly the time periods established by the CPR Rules or by the Arbitrators for submission of evidence or briefs.

9. Resolution of Disputes Affecting Service

9.1 Purpose

This Section 9 describes the procedures for an expedited resolution of disputes between BellSouth and AT&T arising under this Agreement which directly affect the ability of a Party to provide uninterrupted, high quality services to its customers at the time of the dispute and which cannot be resolved using the procedures for informal resolution of disputes contained in this attachment of the Agreement.

9.2 Appointment and Removal of Arbitrator

9.2.1 A sole Arbitrator will preside over each dispute submitted for arbitration under this Section 9.

9.2.2 The Parties shall appoint three (3) Arbitrators who will serve for the term of this Agreement, unless removed pursuant to Section 9.2.3 of this Attachment 1. The appointment and the order in which Arbitrators shall preside over Disputes Affecting Service will be made by mutual agreement in writing within thirty (30) days after the Effective Date.

9.2.3 The Parties may, by mutual written agreement, remove an Arbitrator at any time, and shall provide prompt written notice of removal to such Arbitrator.

9.2.4 In the event that an Arbitrator resigns, is removed pursuant to Section 9.2.3 of this Attachment 1, or becomes unable to discharge his or her duties, the Parties shall, by mutual written Agreement, appoint a replacement Arbitrator within thirty (30) days after such resignation, removal, or inability, unless a different time period is mutually agreed upon in writing by the Parties. Any matters pending before the Arbitrator at the time he or she resigns, is removed, or becomes unable to discharge his or her duties, will be assigned to the Arbitrator whose name appears next in the alphabet.

9.3 **Initiation of Disputes Affecting Service Process.**

9.3.1 A proceeding for arbitration under this Section 9 will be commenced by a Party ("Complaining Party") after following the process provided for in Section 4 of this Attachment 1 by filing a complaint with the Arbitrator and simultaneously providing a copy to the other Party ("Complaint").

9.3.2 Each Complaint will concern only the claims relating to an act or failure to act (or series of related acts or failures to act) of a Party which affect the Complaining Party's ability to offer a specific service (or group **of** related services) to its customers.

9.3.3 A Complaint may be in letter or memorandum form and must specifically describe the action or inaction of a Party in dispute and identify with particularity how the complaining Party's service to its customers is affected.

9.4 **Response to Complaint**

A response to the Complaint must be filed within five (5) business days after service of the Complaint.

9.5 **Reply to Complaint**

A reply is permitted to be filed by the Complaining Party within three (3) business days of service of the response. The reply must be limited to those matters raised in the response.

9.6 **Discovery**

The Parties shall cooperate on discovery matters as provided in Section 8 of this Attachment 1, but following expedited procedures.

9.7 **Hearing**

9.7.1 The Arbitrator will schedule a hearing on the Complaint to take place within twenty (20) business days after service of the Complaint. However, if mutually agreed to by the Parties, a hearing may be waived and the decision of the Arbitrator will be based upon the papers filed by the Parties.

9.7.2 The hearing will be limited to four (4) days, with each Party allocated no more than two (2) days, including cross examination by the other Party, to present its evidence and arguments. For extraordinary reasons, including the need for extensive cross-examination, the Arbitrator may allocate more time for the hearing.

In order to focus the issues for purposes of the hearing, to present initial views concerning the issues, and to facilitate the presentation of evidence, the Arbitrator has the discretion to conduct a telephone prehearing conference at a mutually convenient time, but in no event later than three (3) days prior to any scheduled hearing.

Each Party may introduce evidence and call witnesses it has previously identified in its witness and exhibit lists. The witness and exhibit lists must be furnished to the other Party at least three (3) days prior to commencement of the hearing. The witness list will disclose the substance of each witness' expected testimony. The exhibit list will identify by name (author and recipient), date, title and any other identifying characteristics the exhibits to be used at the arbitration. Testimony from witnesses not listed on the witness list or exhibits not listed on the exhibit list may not be presented in the hearing.

9.7.3 The Parties will make reasonable efforts to stipulate to undisputed facts prior to the date of the hearing.

9.7.4 Witnesses will testify under oath and a complete transcript of the proceeding, together with all pleadings and exhibits, shall be maintained by the Arbitrator.

9.8 **Decision**

9.8.1 The Arbitrator will issue and serve his or her decision on the Parties within five (5) business days of the close of the hearing or receipt of the hearing transcript, whichever is later.

9.8.2 The Parties agree to take the actions necessary to implement the decision of the Arbitrator immediately upon receipt of the decision.

10. **Privileges**

10.1 Although conformity to certain legal rules of evidence may not be necessary in connection arbitrations initiated pursuant to this Attachment, the Arbitrators shall, in all cases, apply the attorney-client privilege and the work product immunity.

10.2 At no time, for any purposes, may a Party introduce into evidence or inform the Arbitrators of any statement or other action of a Party in connection with negotiations between the Parties pursuant to the Informal Resolution of Disputes provision of this Attachment 1.

11. **Location of Hearing**

Unless both Parties agree otherwise, any hearing under this Attachment 1 shall take place in Atlanta, Georgia.

12. **Decision**

The Arbitrator(s) decision and award shall be final and binding, and shall be in writing unless the Parties mutually agree to waive the requirement of a written opinion. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. Either Party may apply to the

United States District Court for the district in which the hearing occurred for an order enforcing the decision. Except for Disputes Affecting Service, the Arbitrators shall make their decision within ninety (90) days of the initiation of proceedings pursuant to Section 4 of this Attachment, unless the Parties mutually agree otherwise.

13. **Fees**

13.1 The Arbitrator(s) fees and expenses that are directly related to a particular proceeding shall be paid by the losing Party. In cases where the Arbitrator(s) determines that neither Party has, in some material respect, completely prevailed or lost in a proceeding, the Arbitrator(s) shall, in his or her discretion, apportion expenses to reflect the relative success of each Party. Those fees and expenses not directly related to a particular proceeding shall be shared equally. In the event that the Parties settle a dispute before the Arbitrator(s) reaches a decision with respect to that dispute, the Settlement Agreement must specify how the Arbitrator(s') fees for the particular proceeding will be apportioned.

13.2 In an action to enforce or confirm a decision of the Arbitrator(s), the prevailing Party shall be entitled to its reasonable attorneys' fees, expert fees, costs, and expenses.

14. **Confidentiality**

14.1 BellSouth, AT&T, and the Arbitrator(s) will treat any arbitration proceeding, including the hearings and conferences, discovery, or other related events, as confidential, except as necessary in connection with a judicial challenge to, or enforcement of, an award, or unless otherwise required by an order or lawful process of a court or governmental body.

14.2 In order to maintain the privacy of all arbitration conferences and hearings, the Arbitrator(s) shall have the power to require the exclusion of any person, other than a Party, counsel thereto, or other essential persons.

14.3 To the extent that any information or materials disclosed in the course of an arbitration proceeding contains proprietary or confidential information of either Party, it shall be safeguarded in accordance with Section 18 of the General Terms and Conditions of the Agreement. However, nothing in Section 18 of the General Terms and Conditions of the Agreement shall be construed to prevent either Party from disclosing the other Party's Information to the Arbitrator in connection with or in anticipation of an arbitration proceeding. In addition, the Arbitrators may issue orders to protect the confidentiality of proprietary information, trade secrets, or other sensitive information.

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SERVICE DESCRIPTION: UNBUNDLED NETWORK ELEMENTS

1. **Introduction**

This Attachment sets forth the descriptions and requirements for unbundled network elements that BellSouth agrees to offer to AT&T under this Agreement.

2. **Loop Combination**

2.1 **Definition**

2.1.1 The Loop or Loop Combination is a combination of the network interface device (NID), loop distribution and loop feeder, with or without a loop concentrator/multiplexer. The loop is the physical medium or functional path on which a subscriber's traffic (multiplexed or non-multiplexed, concentrated or non-concentrated) is carried from the MDF, DSX, LGX or DCS in a central office or similar environment (including remote switching modules) up to the termination at the NID at the customer's premise.

2.1.2 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. These cables and cross-connections may be considered part of the loop, the switch or other transmission equipment, or as a separately tariffed element.

2.2 **Technical Requirements**

2.2.1 The Loop or Loop Combination shall be capable of performing transmission and signaling functions associated with all local services including the following (whenever needed by AT&T and wherever available in the BellSouth network, to provide end-to-end service capability to AT&T's customer):

2.2.1.1 2-wire voice grade basic telephone services;

2.2.1.2 2-wire ISDN;

2.2.1.3 2-wire CENTREX;

2.2.1.4 2 and 4-wire PBX lines or trunks;

2.2.1.5 2 and 4-wire voice grade private lines and foreign exchange lines;

provided over it. 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 AT&T will be consistent with industry standards.

2.2.2.9 In some instances, AT&T will require access to copper twisted pair loop combination unfettered by any intervening equipment (e.g. filters, load coils, range extenders, etc.), so that AT&T can use the loop combination for a variety of services by attaching appropriate terminal equipment at the ends. AT&T will determine the type of service that will be provided over the loop combination.

2.2.3 The Loop Combination shall be provided to AT&T in accordance with the following Technical References:

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

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

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

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

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

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

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

2.2.3.8 **DELETED**

2.2.3.9 **DELETED**

2.2.3.10 **DELETED**

2.2.3.11 **DELETED**

2.2.3.12 **DELETED**

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

2.2.3.14 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.

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

2.2.3.16 **DELETED**

2.2.3.17 **DELETED**

2.2.3.18 **DELETED**

2.2.3.19 **DELETED**

3. **Integrated Digital Loop Carriers**

Where BellSouth uses integrated Digital Loop Carrier (DLCs) systems to provide the local loop, BellSouth will make alternative arrangements to permit AT&T to order a contiguous unbundled local loop. These arrangements must provide AT&T with the capability to serve all of BellSouth's Customers at the same level BellSouth provides itself.

4. **Loop Distribution**

Loop Distribution is composed of two distinct component parts: a Network Interface Device and Distribution Media. Each component part is defined in detail below.

4.1 **Network Interface Device**

4.1.1 **Definition**

4.1.1.1 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.

4.1.1.1.1 BellSouth shall allow AT&T to access the customer's inside wiring. Such access may take place through either of the following: 1) allow AT&T to use any existing capacity on BellSouth's NID; or, 2) allow AT&T to ground BellSouth's loop and connect directly to BellSouth's NID. In instances where AT&T grounds BellSouth's loop, the burden of properly grounding the loop after disconnection and maintaining the NID in proper order and safety is the responsibility of AT&T. AT&T or any other party connecting to BellSouth's NID shall assume full liability for its actions and for any adverse consequences that could result.

4.1.1.2 With respect to multiple-line termination devices, AT&T shall specify the quantity of NIDs it requires within such device.

4.1.1.3 Figure 1 shows a schematic of a NID.

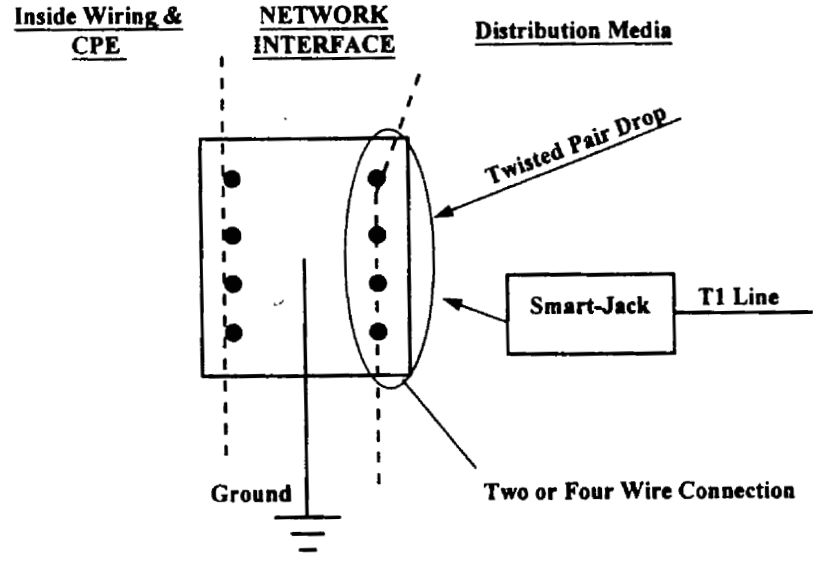

Figure 1 - Network Interface Device

4.1.2 **Technical Requirements**

4.1.2.1 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.

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

4.1.2.3 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.

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

4.1.2.5 Where the NID is not located in a larger, secure cabinet or closet, the NID shall be protected from physical vandalism. The NID shall be physically accessible to AT&T designated personnel. In cases where entrance to the customer premises is required to give access to the NID, AT&T shall obtain entrance permission directly from the customer.

4.1.2.6 BellSouth shall offer the NID together with, and separately from the Distribution Media component of Loop Distribution.

4.1.3 **Interface Requirements**

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

4.1.3.2 BellSouth shall permit AT&T to remove any existing terminations to the NID and replace them with terminations designated by AT&T. BellSouth shall not remove or alter customer inside wiring.

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

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

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

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

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

4.1.3.3.5 Bellcore Technical Requirement TR-NWT-000133 "Generic Requirements for Network Inside Wiring."

4.2 **Distribution Media**

Any request by AT&T for unbundling of Distribution Media will be made pursuant to the Bona Fide Request Process identified in Section 1.1. of the General Terms and Conditions.

4.2.1 **Definition**

4.2.1.1 Distribution Media provides connectivity between the NID component of Loop Distribution and the terminal block on the customer-side of a Feeder Distribution Interface (FDI). The FDI is a device that terminates the Distribution Media and the Loop Feeder, and cross-connects them in order to provide a continuous transmission path between the NID and a telephone company central office. For loop plant that contains a Loop Concentrator/Multiplexer, the Distribution Media may terminate at the FDI (if one exists), or at a termination and cross-connect field associated with the Loop Concentrator/Multiplexer. 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.

4.2.1.2 The Distribution Media 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. In certain cases, AT&T shall require a copper twisted pair Distribution Media even in instances where the Distribution Media for services that BellSouth offers is other than a copper facility.

4.2.2 **Requirements for All Distribution Media**

4.2.2.1 Distribution Media shall be capable of transmitting signals for the following services (as needed by AT&T to provide end-to-end service capability to its customer):

4.2.2.1.1 2-wire voice grade basic telephone services;

4.2.2.1.2 2-wire ISDN;

4.2.2.1.3 2-wire CENTREX;

4.2.2.1.4 2 and 4-wire PBX lines or trunks;

4.2.2.1.5 2 and 4-wire voice grade private lines and foreign exchange lines;

4.2.2.1.6 4-wire digital data (2.4Kbps through 64Kbps and n times 64Kbps (where $n \leq 24$); and

4.2.2.1.7 4-wire DS1 (switched or private line).

4.2.2.2 Distribution Media shall transmit all signaling messages or tones. Where the Distribution Media includes any active elements that terminate any of the signaling messages or tones, these messages or tones shall be reproduced by the Distribution Media at the interfaces to an adjacent Network Element in a format that maintains the integrity of the signaling messages or tones.

4.2.2.3 Distribution Media shall support functions associated with provisioning, maintenance and testing of the Distribution Media itself, as well as provide necessary access to provisioning, maintenance and testing functions for Network Elements to which it is associated.

4.2.2.4 Distribution Media shall provide performance monitoring of the Distribution Media itself, as well as provide necessary access for performance monitoring for Network Elements to which it is associated.

4.2.2.5 Distribution Media shall be equal to or better than all of the applicable requirements set forth in the following technical references:

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

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

4.2.2.6 BellSouth shall provide AT&T with physical access to, and the right to connect to, the FDI.

4.2.2.6.1 BellSouth shall offer Distribution Media together with, and separately from the NID component of Loop Distribution.

4.2.3 **Additional Requirements for Special Copper Distribution Media**

In addition to Distribution Media that supports the requirements in Section 4.2.2 (above), AT&T may designate Distribution Media to be

copper twisted pair which are unfettered by any intervening equipment (*e.g.*, filters, load coils, range extenders) so that AT&T can use these loops for a variety of services by attaching appropriate terminal equipment at the ends.

4.2.4 **Additional Requirements for Fiber Distribution Media**

Fiber optic cable Distribution Media shall be capable of transmitting signals for the following services in addition to the ones under Section 4.2.2.1 above:

4.2.4.1 DS3 rate private line service;

4.2.4.2 Optical SONET OC-n rate private lines (where n is defined in the technical reference in Section 5.2.4.4 of this Attachment 2; and

4.2.4.3 Analog Radio Frequency based services (*e.g.*, Cable Television (CATV)

4.2.5 **Additional Requirements for Coaxial Cable Distribution Media**

Coaxial cable (coax) Distribution Media shall be capable of transmitting signals for the following services in addition to the ones under Section 4.2.2.1 above:

4.2.5.1 Broadband data, either one way or bi-directional, symmetric or asymmetric, at rates between 1.5 Mb/s and 45 Mb/s; and

4.2.5.2 Analog Radio Frequency based services (e.g. CATV).

4.2.6 **Interface Requirements**

4.2.6.1 Signal transfers between the Distribution Media and the NID and an adjacent Network Element shall have levels of degradation that are within the performance requirements set forth in Section 16.2 of this Attachment 2.

4.2.6.2 Distribution Media shall be equal to or better than each of the applicable interface requirements set forth in the following technical references:

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

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

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

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

4.2.6.2.5 AT&T Data Communications Technical Reference TR 62310, DS0 Digital Local Channel Description and Interface Specification, August 1993; Also Addendum 1 and Addendum 2;

4.2.6.2.6 AT&T Technical Reference TR 62411, ACCUNET T1.5 Service Description and Interface Specification, December 1990; Addendum 1, March 1991; Addendum 2, October 1992; and

4.2.6.2.7 AT&T Technical Reference TR 62421, ACCUNET Spectrum of Digital Services Description and Interface Specification, December 1989; Also TR 62421A Addendum 2, November 1992.

5. **Loop Concentrator/Multiplexer**

Any request by AT&T for unbundling the Loop Concentrator/Multiplexer will be made pursuant to the Bona Fide Request Process identified in Section 1.1. of the General Terms and Conditions.

5.1 **Definition**

5.1.1 The Loop Concentrator/Multiplexer is the Network Element that: (1) aggregates lower bit rate or bandwidth signals to higher bit rate or bandwidth signals (multiplexing); (2) disaggregates higher bit rate or bandwidth signals to lower bit rate or bandwidth signals (demultiplexing); (3) aggregates a specified number of signals or channels to fewer channels (concentrating); (4) performs signal conversion, including encoding of signals (*e.g.*, analog to digital and digital to analog signal conversion); and (5) in some instances performs electrical to optical (E/O) conversion.

5.1.2 The Loop Concentrator/Multiplexer function may be provided through a Digital Loop Carrier (DLC) system, channel bank, multiplexer or other equipment at which traffic is encoded and decoded, multiplexed and demultiplexed, or concentrated. In cases where this Network Element is required on an integrated DLC, BellSouth will provide it by a universal DLC alternative.

5.2 **Technical Requirements**

5.2.1 The Loop Concentrator/Multiplexer shall be capable of performing its functions on the signals for the following services, including but not limited to, (as needed by AT&T to provide end-to-end service capability to its customer):

5.2.1.1 2-wire voice grade basic telephone services;

5.2.1.2 2-wire ISDN;

5.2.1.3 2-wire CENTREX;

5.2.1.4 2 and 4-wire PBX lines or trunks;

5.2.1.5 2 and 4-wire voice grade private lines and foreign exchange lines;

5.2.1.6 4-wire digital data (2.4Kbps through 64Kbps and n times 64Kbps (where $n \leq 24$);

5.2.1.7 4-wire DS1 (switched or private line);

5.2.1.8 DS-3 rate private lines;

5.2.1.9 Optical SONET rate private lines; and

5.2.1.10 Coin services

5.2.2 The Loop Concentrator/Multiplexer shall perform the following functions as appropriate:

5.2.2.1 Analog to digital signal conversion of both incoming and outgoing (upstream and downstream) analog signals;

5.2.2.2 Multiplexing of the individual digital signals up to higher transmission bit rate signals (*e.g.*, DSO, DS1, DS3, or optical SONET rates) for transport to BellSouth central office through the Loop Feeder; and

5.2.2.3 Concentration of end-user customer signals onto fewer channels of a Loop Feeder. (The concentration ratio provided for the Network Elements requested by AT&T shall be no higher than the Loop Concentrator/Multiplexer concentration ratio BellSouth uses to provide service to its own customers.)

5.2.3 BellSouth shall provide power for the Loop Concentrator/ Multiplexer, through a non-interruptible source if the function is performed in a central office, or from a commercial AC power source with battery backup if the equipment is located outside a central office. Such

power shall also adhere to the requirements stated in the Section 2 of Attachment 3.

5.2.4 The Loop Concentrator/Multiplexer shall be provided to AT&T in accordance with the following Technical References:

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

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

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

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

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

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

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

5.2.4.8 AT&T Data Communications Technical Reference TR 62310, DS0 Digital Local Channel Description and Interface Specification, August 1993; Also Addendum 1 and Addendum 2.

5.2.4.9 AT&T Technical Reference TR 62411, ACCUNET T1.5 Service Description and Interface Specification, December 1990; Addendum 1, March 1991; Addendum 2, October 1992.

5.2.4.10 AT&T Technical Reference TR 62421, ACCUNET Spectrum of Digital Services Description and Interface Specification, December 1989; Also TR 62421A Addendum 2, November 1992.

5.2.4.11 AT&T Technical Reference TR 54014, ACCUNET T45 Reserved Services - Service Description and Interface Specification.

5.2.4.12 AT&T Technical Reference TR 54018, ACCUNET T155 Service Description and Interface Specification.

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

5.2.4.14 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.

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

5.2.4.16 AT&T Technical Reference TR 62411, ACCUNET T1.5 Service Description and Interface Specification, December 1990; Addendum 1, March 1991; Addendum 2, October 1992.

5.2.4.17 AT&T Technical Reference TR 62421, ACCUNET Spectrum of Digital Services Description and Interface Specification, December 1989; Also TR 62421A Addendum 2, November 1992.

5.2.4.18 AT&T Technical Reference TR 54014, ACCUNET T45 Reserved Services - Service Description and Interface Specification.

5.2.4.19 AT&T Technical Reference TR 54018, ACCUNET T155 Service Description and Interface Specification.

5.3 **Requirements for an Intelligent Loop Concentrator/Multiplexer**

5.3.1 In addition to the basic functions described above for the Loop Concentrator/Multiplexer, the Intelligent Loop Concentrator/Multiplexer (IC/M) shall provide facility grooming, facility test functions, format conversion and signaling conversion as appropriate.

5.3.2 At AT&T's option, BellSouth shall provide immediate and continuous configuration and reconfiguration of the channels within the physical interfaces (i.e., of cross connects, as well as direct AT&T control of such configurations and reconfigurations) on the underlying device that provides such IC/M function.

5.3.3 At AT&T's option, BellSouth shall provide scheduled configuration and reconfiguration of the channels within the physical interfaces (i.e., of cross connects, as well as direct AT&T control of such

configurations and reconfigurations) on the underlying device that provides such IC/M function.

5.3.4 The underlying equipment that provides such IC/M function shall continuously monitor protected circuit packs and redundant common equipment.

5.3.5 The underlying equipment that provides such IC/M function shall automatically switch to a protection circuit pack on detection of a failure or degradation of normal operation.

5.3.6 The underlying equipment that provides such IC/M function shall be equipped with a redundant power supply or a battery back-up.

5.3.7 At AT&T's option, BellSouth shall provide AT&T with real time performance monitoring and alarm data on IC/M elements that may affect AT&T's traffic. This includes IC/M hardware alarm data and facility alarm data on the underlying device that provides such IC/M function.

5.3.8 At AT&T's option, BellSouth shall provide AT&T with real time ability to initiate tests on the underlying device that provides such IC/M function integrated test equipment as well as other integrated functionality for routine testing and fault isolation.

5.3.9 The IC/M shall be capable of performing signaling conversion and data conditioning in compliance with AT&T Technical Reference TR 62421 ACCUNET® Spectrum of Digital Services, December 1989 and AT&T Technical Reference TR 62310 DS0 Digital Local Channel Description and Interface Specification, August 1993, including current addendums.

5.4 **Interface Requirements**

The Loop Concentrator/Multiplexer shall meet the following interface requirements, as appropriate for the configuration that AT&T designates:

5.4.1 The Loop Concentrator/Multiplexer shall provide an analog voice frequency copper twisted pair interface to the local switch (*e.g.*, universal DLC applications), as described in the references in Section 5.2.4 of this Attachment.

5.4.2 The Loop Concentrator/Multiplexer shall provide digital 4-wire electrical interfaces to the local digital switch, as described in the references in Section 5.2.4 of this Attachment.

5.4.3 The Loop Concentrator/Multiplexer shall provide optical SONET interfaces at rates of OC-N as described in the references in Section 5.2.4 of this Attachment.

5.4.4 The Loop Concentrator/Multiplexer shall provide the Bellcore TR-303 DS1 level interface to a Local Digital switch. Loop Concentrator/Multiplexer shall provide Bellcore TR-08 modes 1&2 DS1 interfaces when designated by AT&T. Such interface requirements are specified in the references in Section 5.2.4 of this Attachment.

5.4.5 The Loop Concentrator/Multiplexer shall provide Integrated Network Access (INA) DS1s for non-locally switched or non-switched special services, as described in the references in Section 5.2.4 of this Attachment.

5.5 The Intelligent Loop Concentrator/Multiplexer shall be provided to AT&T in accordance with the Technical References set forth in Sections 5.2.4.13 through 5.2.4.19 above.

6. **Loop Feeder**

Any request by AT&T for unbundling the Loop Feeder will be made pursuant to the Bona Fide Request Process identified in Section 1.1. of the General Terms and Conditions of this Agreement.

6.1 **Definition**

6.1.1 The Loop Feeder is the Network Element that provides connectivity between (1) a FDI associated with Loop Distribution and a termination point appropriate for the media in a central office, or (2) a Loop Concentrator/Multiplexer provided in a remote terminal and a termination point appropriate for the media in a central office. BellSouth shall provide the necessary cabling between the BellSouth equipment (i.e. FDI) and AT&T's equipment.

6.1.2 The physical medium of the Loop Feeder may be copper twisted pair, or single or multi-mode fiber as designated by AT&T and where available in the BellSouth network. In certain cases, BellSouth must provide a copper twisted pair loop even in instances where the medium of the Loop Feeder for services that BellSouth offers is other than a copper facility.

6.2 **Requirements for All Loop Feeder Media**

6.2.1 The Loop Feeder shall be capable of transmitting analog voice frequency, basic rate ISDN, digital data, or analog radio frequency signals, where available in the BellSouth network.

6.2.2 BellSouth shall provide appropriate power for all active elements in the Loop Feeder. BellSouth will provide appropriate power from a central office source, or from a commercial AC source with rectifiers for AC to DC conversion and 8-hour battery back-up when the equipment is located in an outside plant Remote Terminal (RT).

6.3 **Additional Requirements for Special Copper Loop Feeder Medium**

In addition to requirements set forth in Section 6.2 above, and where available in the BellSouth network, AT&T may require BellSouth to provide copper twisted pair Loop Feeder which are unfettered by any intervening equipment (e.g. filters, load coils, and range extenders), so that AT&T can use these Loop Feeders for a variety of services by attaching appropriate terminal equipment at the ends.

6.4 **Additional Technical Requirements for DS1 Conditioned Loop Feeder**

In addition to the requirements set forth in Section 6.2 above, and where available in the BellSouth network, AT&T may designate that the Loop Feeder be conditioned to transport a DS1 signal. The requirements for such transport are defined in the references below in Section 6.6.

6.5 **Additional Technical Requirements for Optical Loop Feeder**

In addition to the requirements set forth in Section 6.2 above, and where available in the BellSouth network, AT&T may designate that Loop Feeder will transport DS3 and OCn (where n is defined in the technical reference in Section 5.2.4.4. The requirements for such transport are defined in the references below in Section 6.6.

6.6 BellSouth shall offer Loop Feeder in accordance with the requirements set forth in the following Technical References:

6.6.1 **DELETED**

6.6.2 Bellcore Technical Requirement TR-NWT-000499, Issue 5, December 1993, section 7 for DS1 interfaces;

6.6.3 **DELETED**

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

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

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

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

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

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

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

6.6.11 **DELETED**

6.6.12 **DELETED**

6.6.13 **DELETED**

6.6.14 **DELETED**

6.7 **Interface Requirements**

6.7.1 The Loop Feeder point of termination (POT) within a BellSouth central office will be as follows:

6.7.1.1 Copper twisted pairs shall terminate on the MDF;

6.7.1.2 DS1 Loop Feeder shall terminate on a DSX1, DCS1/0 or DCS3/1; and

6.7.1.3 Fiber Optic cable shall terminate on a LGX.

6.7.2 When requested by AT&T:

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ATTACHMENTS

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Attachment 15	Interface Requirements for Ordering and Provisioning, Maintenance and Repair, and Pre-Ordering

The Loop Feeder shall provide the analog voice frequency copper twisted pair interface for switched or private line services, as defined in the references in Section 6.6 of this Attachment.

6.7.2.1 Where available in the BellSouth network, the Loop Feeder shall provide the ISDN basic rate interface, as defined in the references in Section 6.6, to the local digital switch designated by AT&T.

6.7.2.2 The Loop Feeder shall provide digital 4-wire electrical interfaces for digital data services, as defined in the references in Section 6.6 of this Attachment.

6.7.2.3 The Loop Feeder shall provide the standard electrical DS1 interface for applications utilizing DS1 feeder, as defined in the references in Section 6.6 of this Attachment.

6.7.2.4 Where available in the BellSouth network, the Loop Feeder shall provide optical SONET interfaces at the OC-N rates as defined in the references in Section 6.6 of this Attachment.

6.7.3 Loop Feeder shall be equal to or better than each of the applicable interface requirements set forth in the following technical references:

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

6.7.3.2 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.

6.7.3.3 **DELETED**

6.7.3.4 **DELETED**

6.7.3.5 **DELETED**

6.7.3.6 **DELETED**

7. Local Switching

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 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. Local Switching, including the ability to route to AT&T's transport facilities, dedicated facilities and systems, shall be unbundled from all other unbundled Network Elements, i.e., Operator Systems, Common Transport, and Dedicated Transport. In addition, BellSouth agrees to work with AT&T and other ALECs on a routing resource conservation program and file a capacity expansion program to relieve routing resource constraints for 95% of the market. BellSouth and AT&T shall continue to work with the appropriate industry groups to develop a long-term solution for selective routing.

7.1.2 Local Switching also includes Data Switching, which provides:

7.1.2.1 For Frame Relay Service, data services switching functionality that is required to connect the facilities from the User to Network Interface (UNI) to either another UNI or to a communications path at the Network to Network Interface (NNI). In this case, the purpose of Data Switching is to terminate, concentrate, and switch data traffic from Customer Premises Equipment (CPE) in the digital format consistent with the UNI specification for the customer. Data Switching also provides connectivity for the purpose of conveying the customer data to its final destination. The UNI and NNI are industry standard interface specifications that contain physical transmission layer requirements for speeds and line formats; data link layer

requirements for the format of the data units that are passed between the user and the network; and protocol requirements for control procedures used in managing the interface.

7.1.2.2 For ISDN Packet and Circuit Switched Data service, the data switching functionality that is required to connect between industry standard ISDN interfaces. In this case, the purpose of Data Switching is to terminate, concentrate, and switch data traffic from Customer Premises Equipment (CPE) in the digital format consistent with ISDN standards. Data Switching also provides connectivity for the purpose of conveying the customer data to its final destination.

7.2 The requirements set forth in this Section 7.2 apply to Local Switching, but not to the Data Switching function of Local Switching.

7.2.1 **Technical Requirements**

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 BellSouth's local switch shall maintain translations necessary to direct AIN queries for selected lines and dialing sequences to the AT&T SS7 network.

7.2.1.4 BellSouth's local switch shall accept mutually agreeable AIN responses from the AT&T SCP via SS7 network interconnection then continue call handling according to instructions contained in the response.

7.2.1.5 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 AT&T will be made pursuant to the Bona Fide Request Process identified in Section 1.1 of this Agreement.

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

7.2.1.7 BellSouth shall activate service for an AT&T customer or network interconnection on any of the Local Switching interfaces. This

includes provisioning changes to change a customer from BellSouth's services to AT&T's services without loss of switch feature functionality as defined in this Agreement.

7.2.1.8 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.

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

7.2.1.10 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.

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

7.2.1.12 **DELETED**

7.2.1.13 For Local Switching used as 911 Tandems, BellSouth shall allow interconnection from AT&T local switching elements and BellSouth shall route the calls to the appropriate Public Safety Access Point (PSAP).

7.2.1.14 Special Services provided by BellSouth will include the following:

7.2.1.14.1 Essential Service Lines;

7.2.1.14.2 Telephone Service Prioritization;

7.2.1.14.3 Related services for handicapped;

7.2.1.14.4 Soft dial tone where required by law; and

7.2.1.14.5 Any other service required by law.

7.2.1.15 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).

7.2.1.16 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.

7.2.1.17 BellSouth shall provide performance data regarding a customer line, traffic characteristics or other measurable elements to AT&T, upon a reasonable request from AT&T.

7.2.1.18 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:

7.2.1.18.1 Basic and primary rate ISDN;

7.2.1.18.2 Residential features;

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

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

7.2.1.18.5 Advanced intelligent network triggers supporting AT&T and BellSouth service applications.

BellSouth shall offer to AT&T all AIN triggers which are supported by BellSouth for offering AIN-based services in accordance with the technical references in Section 7.2.1.23 of this Attachment. Triggers that are currently available include:

7.2.1.18.5.1 Off-Hook Immediate

7.2.1.18.5.2 Off-Hook Delay

7.2.1.18.5.3 Termination Attempt

7.2.1.18.5.4 3/6/10 Public Office Dialing Plan

7.2.1.18.5.5 Feature Code Dialing

7.2.1.18.5.6 Customer Dialing Plan

7.2.1.18.6 When the following triggers are supported by BellSouth, BellSouth will make these triggers available to AT&T:

7.2.1.18.6.1 Private EAMF Trunk

7.2.1.18.6.2 Shared Interoffice Trunk (EAMF, SS7)

7.2.1.18.6.3 N11

7.2.1.18.6.4 Automatic Route Selection

7.2.1.19 BellSouth shall assign each AT&T customer line the class of service designated by AT&T (e.g., using line class codes or other switch specific provisioning methods), and shall route directory assistance calls from AT&T customers to AT&T directory assistance operators at AT&T's option.

7.2.1.20 BellSouth shall assign each AT&T customer line the class of services designated by AT&T (e.g., using line class codes or other switch specific provisioning methods) and shall route operator calls from AT&T customers to AT&T operators at AT&T's option. For example, BellSouth may translate 0- and 0+ intraLATA traffic, and route the call through appropriate trunks to an AT&T Operator Services Position System (OSPS). Calls from Local Switching must pass the ANI-II digits unchanged.

7.2.1.21 If AT&T requests disconnection of the Local Switching element, BellSouth shall disconnect promptly and remove all appropriate translations from BellSouth facilities.

7.2.1.22 If an AT&T customer subscribes to AT&T provided voice mail and messaging services, BellSouth shall redirect incoming calls to the AT&T system based upon presubscribed service arrangements (e.g., busy, don't answer, number of rings). In addition, BellSouth shall provide a Standard Message Desk Interface-Enhanced (SMDI-E) interface to the AT&T system. BellSouth shall support the Inter-switch Voice Messaging Service (IVMS) capability.

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

7.2.1.23.1 GR-1298-CORE, AIN Switching System Generic Requirements, as implemented in BellSouth's switching equipment;

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

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

7.2.1.23.4 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 AT&T;

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

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

7.3 **Data Switching**

The requirements set forth in this Section 7.3 apply only to the Data Switching function of Local Switching.

7.3.1 **Data Switching Technical Requirements**

7.3.1.1 Data Switching includes the necessary cross-office connectivity to the DSX or other appropriate connection point where interconnection to transport, or a cross-connect device can occur. Wherever Data Switching interconnects across network boundaries, it shall be in accordance with Network-to-Network Interface standards.

7.3.1.2 **Frame Relay Functional Requirements**

7.3.1.3 Frame Relay Data Switching shall provide Permanent Virtual Circuits (PVCs) in accordance with the core protocol in ANSI Standard T1.618 ("Core aspects of Frame Protocol for use with Frame Relay Bearer Service," ANSI Standard T1.618, October 1991).

7.3.1.4 Control procedures for PVC management that shall be provided by Data Switching over the UNI include at least the Local Management interface (LMI) (as described in "Frame Relay Specification with Extensions," Rev 1.0, Digital Equipment Corporation, Northern Telecom, Inc., and StrataCom, Inc., September 18, 1990), ANSI Standard T1.617: Annex D ("Signaling Specification for Frame Relay Bearer Service," ANSI Standard T1.617, October 1991), and ITU-T Recommendation Q.933: Annex A ("Digital subscriber Signaling System No. 1 -- Signaling specification for frame mode bearer service," ITU-T Recommendation Q.933, March 1993) specifications.

7.3.1.5 Data Switching provided to AT&T shall be given equal priority to BellSouth's own traffic during overflow and congestion conditions. To control the flow of data through the network and to prevent congestion of shared resources, Data Switching shall perform traffic management and policing functions on the ingress of data (flowing from customer into the network) and the egress of data (flowing from the network out to the customer). Traffic management is the mechanism used by Data Switching to prevent and reduce congestion within the network, such as buffering data and discarding data when buffers overflow, and may be performed on ingress or egress. Traffic policing is the enforcement by Data Switching of the contracted rate for the ingress of data, described in terms of several parameters such as Peak Rate, Committed Rate, and Burst Size. Traffic management and policing performed at ingress and egress on AT&T's traffic shall be at parity with that performed on BellSouth's traffic.

7.3.1.6 As systems development allows, Data Switching shall provide remote data access to integrated test equipment and other integrated functionality on a demand basis in accordance with the following:

7.3.1.7 Real-time, remote data access to systems that enable the determination of Data Link Connection Identifiers (DLCIs) used by a PVC;

7.3.1.8 Real-time, remote data access to performance monitoring and alarm data on events affecting (or potentially affecting) AT&T's traffic; and

7.3.1.9 Real-time, remote data access to maintenance systems to enable end-to-end (customer site-to-customer site) performance and error testing.

7.3.1.10 BellSouth shall provision and maintain the underlying facilities required to provide Data Switching.

7.3.1.11 **Frame Relay Interface Requirements**

7.3.1.12 From Customer Premises Equipment (CPE), AT&T's Customers may interconnect to Data Switching using the transmission speeds, formats, and protocols as specified in the Frame Relay Forum Implementation Agreement 1 (FRF-1.1) ("User-to-Network Implementation Agreement (UNI)," FRF-1.1, Frame Relay Forum Technical Committee, January 18, 1996) and the standards cited in that document for the physical layer, data transfer, and control procedures. This includes, but is not limited to, access circuits at fractional T1 rates (56Kbps, Nx64 Kbps, (where N is 1 to 24)), T1, and T3.

7.3.1.13 Each T1 UNI interface port shall provide at least 250 PVCs or the appropriate number of PVC's allowed by the platform.

7.3.1.14 T1 interfaces shall be provided using Extended SuperFrame (ESF) format, for enhanced error monitoring and to aid in sectionalizing problems.

7.3.1.15 **NNI Interface B Requirements**

7.3.1.16 Data Switching shall interconnect across network boundaries using the Network-to-Network Interface standards as specified in Frame Relay Forum Implementation Agreement 2 (FRF-2.1) ("Network -to-Network Implementation Agreement (NNI)," FRF-2.1, Frame Relay Forum Technical Committee, July 10, 1995) for the physical layer, data transfer, and control (signaling) procedures. This standard includes both DS1 and DS3 among its listed physical interface formats.

7.3.1.17 Each T1 NNI should be capable of providing at least 200 PVCs; each T3 NNI should be capable of providing at least 1700 PVCs or the appropriate number of PVC's allowed by the platform.

7.3.1.18 **DELETED**

7.3.1.19 **DELETED**

7.3.1.20 ATM Functional Requirements: When ATM functionality becomes available, BellSouth will provide these functions to AT&T. In addition BellSouth agrees to conform to industry standard (e.g. Bellcore standards).

7.3.1.20.1 **DELETED**

7.3.1.20.2 **DELETED**

7.3.1.20.3 **DELETED**

7.3.1.20.3.1 **DELETED**

7.3.1.20.3.2 **DELETED**

7.3.1.20.3.3 **DELETED**

7.3.1.20.4 **DELETED**

7.3.1.20.5 **DELETED**

7.3.1.21 **DELETED**

7.3.1.21.1 **DELETED**

7.3.1.21.1.1 **DELETED**

7.3.1.21.1.2 **DELETED**

7.3.1.21.2 **DELETED**

7.3.1.21.3 **DELETED**

7.3.1.21.4 **DELETED**

7.3.1.21.4.1 **DELETED**

7.3.1.21.4.2 **DELETED**

7.3.1.21.4.3 **DELETED**

7.3.1.21.4.4 **DELETED**

7.3.1.21.4.5 **DELETED**

7.3.1.21.4.6 **DELETED**

7.3.1.21.5 **DELETED**

7.3.1.21.6 **DELETED**

7.3.1.21.6.1 **DELETED**

7.3.1.21.6.2 **DELETED**

7.3.1.21.6.3 **DELETED**

7.3.1.21.6.4 **DELETED**

7.3.1.21.6.5 **DELETED**

7.3.1.21.6.6 **DELETED**

7.3.1.21.6.7 **DELETED**

7.3.1.21.6.7.1 **DELETED**

7.3.1.21.6.7.2 **DELETED**

7.3.1.21.6.7.3 **DELETED**

7.3.1.21.6.8 **DELETED**

7.3.1.22 **Integrated Services Digital Network (ISDN)**

Integrated Services Digital Network (ISDN) is defined in two variations. The first variation is Basic Rate ISDN (BRI). BRI consists of 2 Bearer (B) Channels and one Data (D) Channel. The second variation is Primary Rate ISDN (PRI). PRI consists of 23 B Channels and one D Channel. Both BRI and PRI B Channels may be used for voice, Circuit Switched Data (CSD) or Packet Switched Data (PSD). The BRI D Channel may be used for call related signaling, non-call related signaling or packet switched data. The PRI D Channel may be used for call related signaling.

7.3.1.22.1 Technical Requirements - ISDN

7.3.1.22.2 BellSouth shall offer Data Switching providing ISDN that, at a minimum:

7.3.1.22.3 Provides integrated packet handling capabilities;

7.3.1.22.4 Allows for full 2B+D Channel functionality for BRI; and

7.3.1.22.5 Allows for full 23B+D Channel functionality for PRI.

7.3.1.22.6 Each B Channel shall allow for voice, 64Kbs CSD, and PSD of 128 logical channels at minimum speeds of 19Kbs throughput of each logical channel up to the total capacity of the B Channel.

7.3.1.22.7 Each B Channel shall provide capabilities for alternate voice and data on a per call basis.

7.3.1.22.8 The BRI D Channel shall allow for call associated signaling, non-call associated signaling and PSD of 16 logical channels at minimum speeds of 9.6 Kbs throughput of each logical channel up to the total capacity of the D Channel.

7.3.1.22.9 The PRI D Channel shall allow for call associated signaling.

7.3.1.22.10 Interface Requirements - ISDN

7.3.1.22.11 BellSouth shall provide the BRI U interface using 2 wire copper loops in accordance with TR-NWT-000393, January 1991, *Generic Requirements for ISDN Basic Access Digital Subscriber Lines.*

7.3.1.22.12 BellSouth shall provide the BRI interface using Digital Subscriber Loops adhering to Bellcore TR-NWT-303 specifications to interconnect Digital Loop Carriers.

7.3.1.22.13 BellSouth shall offer PSD interfaces adhering to the X.25, S.75 and S.75' ANSI and Bellcore requirements.

7.3.1.22.14 BellSouth shall offer PSD trunk interfaces operating at 56Kbs.

8. Operator Systems

8.1 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.

8.2 **Operator Service**

8.2.1 **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.

8.2.2 **Requirements**

8.2.2.1 When AT&T requests BellSouth to provide Operator Services, the following requirements apply:

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

8.2.2.1.2 BellSouth shall complete 0+ intraLATA toll calls.

8.2.2.1.3 BellSouth shall complete calls that are billed to an AT&T customer's calling card that can be validated by BellSouth.

8.2.2.1.4 BellSouth shall complete person-to-person calls.

8.2.2.1.5 BellSouth shall complete collect calls.

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

8.2.2.1.7 BellSouth shall complete station-to-station calls.

8.2.2.1.8 BellSouth shall process emergency calls.

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

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

8.2.2.1.11 BellSouth shall process operator-assisted directory assistance calls.

8.2.2.1.12 **DELETED**

8.2.2.1.13 **DELETED**

8.2.2.1.14 BellSouth will provide the ability for an AT&T Customer to reach a "live" operator on a 0-call.

8.2.2.1.15 BellSouth shall brand Operator Service as specified by AT&T in Section 19 of the General Terms and Conditions of this Agreement.

8.2.2.2 **DELETED**

8.2.2.3 BellSouth shall adhere to equal access requirements, providing AT&T local customers the same IXC access as provided to BellSouth customers.

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

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

8.2.2.6 **DELETED**

8.2.2.7 BellSouth shall direct customer account and other similar inquiries to the customer service center designated by AT&T.

8.2.2.8 BellSouth shall provide an electronic feed of customer call records in "EMR" format to AT&T in accordance with the time schedule designated by AT&T.

8.2.2.9 **DELETED**

8.2.3 **Interface Requirements:**

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

8.3 **Directory Assistance Service**

8.3.1 **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.

8.3.2 **Requirements**

8.3.2.1 Directory Assistance Service shall provide up to two listing requests per call. If available and if requested by AT&T's customer, BellSouth shall provide caller-optional directory assistance call completion service to one of the provided listings, equal to that which BellSouth provides its customers. If not available, AT&T may request such requirement pursuant to the Bona Fide Request Process provided for in Attachment 14 of this Agreement.

8.3.2.2 BellSouth shall brand Directory Assistance Service as specified by AT&T in Section 19 of the General Terms and Conditions of this Agreement.

8.3.2.3 **DELETED**

8.3.2.4 **DELETED**

8.3.2.5 **Directory Assistance Service Updates**

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

8.3.2.5.1.1 New customer connections: BellSouth will provide service to AT&T that is equal to the service it provides to itself and its customers;

8.3.2.5.1.2 Customer disconnections: BellSouth will provide service to AT&T that is equal to the service it provides to itself and its customers; and

8.3.2.5.1.3 Customer address changes: BellSouth will provide service to AT&T that is equal to the service it provides to itself and its customers;

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

9. **Common Transport**

9.1 **Definition**

Common Transport is an interoffice transmission path between BellSouth Network Elements (illustrated in Figure 2). Where BellSouth Network Elements are connected by intra-office wiring, such wiring is provided as a part of the Network Elements and is not Common Transport. Common Transport consists of BellSouth inter-office transport facilities and is unbundled from local switching.

Figure 2

9.2 **Technical Requirements**

9.2.1 Common 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 technical reference set forth in Section 9.2.4.31 of this Attachment 2.

9.2.2 Common Transport provided on DS3 circuits, STS-1 circuits, and higher transmission bit rate circuits, Common Transport 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 technical reference set forth in Section 9.2.4.30 of this Attachment 2.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9.2.4.30 AT&T Technical Reference 54014, ACCUNET T45 Service Description and Interface Specification, May 1992; and

9.2.4.31 AT&T Technical Reference TR 62411 ACCUNET T1.5 Service Description And Interface Specification, December 1990 and all addenda.

10. **Dedicated Transport**

10.1 **Definition**

10.1.1.1 Dedicated Transport is an interoffice transmission path between AT&T designated locations unbundled from local switching. AT&T designated locations may include BellSouth central offices or other equipment locations, AT&T network components, other carrier network components, or customer premises. Dedicated Transport is depicted below in Figure 3.

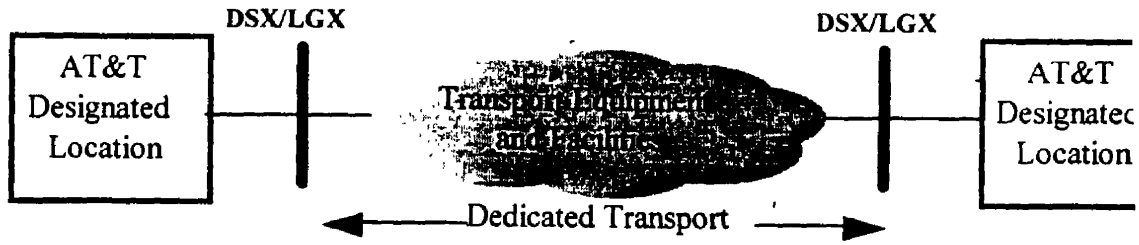


Figure 3

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

10.1.2.1 As capacity on a shared circuit.

10.1.2.2 As a circuit (e.g., DS1, DS3, STS-1) dedicated to AT&T.

10.1.2.3 As a system (i.e., the equipment and facilities used to provide Dedicated Transport such as SONET ring) dedicated to AT&T.

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

10.1.3.1 Multiplexing functionality;

10.1.3.2 Grooming functionality; and

10.1.3.3 Redundant equipment and facilities necessary to support protection and restoration.

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

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

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

10.1.4.3 Redundant equipment and facilities necessary to support protection and restoration; and

10.1.4.4 Dedicated Transport includes the Digital Cross-Connect System (DCS) functionality as an option. DCS is described below in Section 10.5 of this Attachment.

10.2 **Technical Requirements**

This Section sets forth technical requirements for all Dedicated Transport.

10.2.1 When BellSouth provides Dedicated Transport as a circuit or a system, the entire designated transmission circuit or system (*e.g.*, DS1, DS3, STS-1) shall be dedicated to AT&T designated traffic.

10.2.2 BellSouth shall offer Dedicated Transport in all technologies that become available during the life of the contract 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.

10.2.3 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 technical references set forth in Section 10.4 of this Attachment.

10.2.4 For DS3 circuits, STS-1 circuits, and higher rate 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 technical references set forth in Section 10.4 of this Attachment.

10.2.5 When requested by AT&T, Dedicated Transport shall provide physical diversity. Physical diversity means that two circuits are provisioned in such a way that no single failure of facilities or equipment will cause a failure on both circuits.

10.2.6 When physical diversity is requested by AT&T, BellSouth shall provide the maximum feasible physical separation between intra-office and inter-office transmission paths (unless otherwise agreed by AT&T).

10.2.7 Upon AT&T's request, BellSouth shall provide real time and continuous remote access to performance monitoring and alarm data affecting, or potentially affecting, AT&T's traffic.

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

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

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

10.2.8.3 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 AT&T service node.

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

10.2.9 BellSouth shall provide cross-office wiring up to a suitable Point of Termination (POT) between Dedicated Transport and AT&T designated equipment. BellSouth shall provide the following equipment for the physical POT:

10.2.9.1 DSX1 for DS1s or VT1.5s;

10.2.9.2 DSX3 for DS3s or STS-1s; and

10.2.9.3 LGX for optical signals (e.g., OC-3 and OC-12)

10.2.10 **DELETED**

10.2.11 When Dedicated Transport is provided as a system, BellSouth shall design the system according to AT&T's architectural requirements. This includes, but is not limited to:

1. Facility routing and termination points (including diversity requirements),

2. Interface selection among those available on the system,
3. System provisionable parameters (e.g. protection switching thresholds). This does not include specification of the vendor to be used by BellSouth, except where mutually agreed.

10.2.12 Upon AT&T's request, BellSouth shall provide AT&T with electronic provisioning control of AT&T rings. As system development allows, BellSouth shall provide this functionality in other transport systems (e.g. linear transport systems.)

10.2.13 BellSouth shall offer Dedicated Transport together with and separately from DCS.

10.3 Technical Requirements for Dedicated Transport Using SONET technology.

This Section sets forth additional technical requirements for Dedicated Transport using SONET technology including rings, point-to-point systems, and linear add-drop systems.

10.3.1 All SONET Dedicated Transport provided as a system shall:

10.3.1.1 Be synchronized from both a primary and secondary Stratum 1 level timing source. Additional detail on synchronization requirements are given in Section 16.4 of this Attachment 2.

10.3.1.2 Provide SONET standard interfaces which properly interwork with SONET standard equipment from other vendors. This includes, but is not limited to, SONET standard Section, Line, and Path performance monitoring, maintenance signals, alarms, and data channels.

10.3.1.3 Provide Data Communications Channel (DCC) or equivalent connectivity through the SONET transport system. Dedicated Transport provided over a SONET transport system shall be capable of routing DCC messages between AT&T SONET network components connected to the Dedicated Transport. For example, if AT&T leases a SONET ring from BellSouth, that ring shall support DCC message routing between AT&T SONET network components connected to the ring.

10.3.1.4 Support the following performance requirements for each circuit (STS-1, DS1, DS3, etc.):

10.3.1.5 No more than 10 Errored Seconds Per Day (Errored Seconds are defined in the technical reference at Section 10.4.5 of this Attachment); and

10.3.1.6 No more than 1 Severely Errored Second Per Day (Severely Errored Seconds are defined in the technical reference at Section 10.4.5 of this Attachment).

10.3.1.7 All SONET rings shall:

10.3.1.8 Be provisioned on physically diverse fiber optic cables (including separate building entrances where available and diversely routed intra-office wiring). "Diversely routed" shall be interpreted as the maximum feasible physical separation between transmission paths, unless otherwise agreed by AT&T.

10.3.1.9 Support dual ring interworking per SONET Standards.

10.3.1.10 To the extent technically feasible, BellSouth shall provide the necessary redundancy in optics, electronics, and transmission paths (including intra-office wiring) such that no single failure will cause a service interruption.

10.3.1.11 Provide the ability to disable ring protection switching at AT&T's direction (selective protection lock-out), if BellSouth's SONET equipment provides this functionality. This requirement applies to line switched rings only.

10.3.1.12 Provide the ability to use the protection channels to carry traffic (extra traffic), if BellSouth's SONET equipment provides this functionality. This requirement applies to line switched rings only.

10.3.1.13 Provide 50 millisecond restoration unless a ring protection delay is set to accommodate dual ring interworking schemes.

10.3.1.14 Have settable ring protection switching thresholds that shall be set in accordance with AT&T's specifications.

10.3.1.15 Provide revertive protection switching with a settable wait to restore delay with a default setting of 5 minutes. This requirement applies to line switched rings only.

10.3.1.16 Provide non-revertive protection switching. This requirement applies to path switched rings only.

10.3.1.17 Adhere to the following availability requirements, where availability is defined in the technical reference set forth in Section 10.4.5 of this Attachment.

10.3.1.17.1 For any circuit through the ring, no more than 3.5 minutes of unavailability per month.

10.3.1.17.2 For any circuit through the ring, no more than 10 minutes of unavailability per year.

10.4 At a minimum, Dedicated Transport shall meet each of the requirements set forth in Section 9.2.4 of this Attachment and in the following technical references:

10.4.1 ANSI T1.105.04-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Data Communication Channel Protocols and Architectures;

10.4.2 ANSI T1.119-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Operations, Administration, Maintenance, and Provisioning (OAM&P) Communications;

10.4.3 ANSI T1.119.01-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Operations, Administration, Maintenance, and Provisioning (OAM&P) Communications Protection Switching Fragment;

10.4.4 ANSI T1.119.02-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Operations, Administration, Maintenance, and Provisioning (OAM&P) Communications Performance Monitoring Fragment;

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

10.4.6 AT&T Technical Reference TR 54016, Requirements For Interfacing Digital Terminal Equipment To Services Employing The Extended Superframe Format, September 1989, where the underlying equipment used by BellSouth to provide unbundled dedicated transport supports this functionality;

10.4.7 **DELETED**

10.4.8 AT&T Technical Reference TR 62310, DS0 Digital Local Channel Description And Interface Specification, August 1993 and all addenda, where the underlying equipment used by BellSouth to provide unbundled dedicated transport supports this functionality;

10.4.9 AT&T Technical Reference TR 62415, Access Specification For High Capacity (DS1/DS3) Dedicated Digital Service, June 1989 and all addenda;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.4.9.30 AT&T Technical Reference 54014, ACCUNET T45 Service Description and Interface Specification, May 1992; and

10.4.9.31 AT&T Technical Reference TR 62411 ACCUNET T1.5 Service Description And Interface Specification, December 1990 and all addenda.

10.5 **Digital Cross-Connect System (DCS)**

10.5.1 **Definition**

10.5.1.1 DCS provides automated cross connection of Digital Signal level 0 (DS0) or higher transmission bit rate digital channels within physical interface facilities. Types of DCSs include but are not limited to DCS 1/0s, DCS 3/1s, and DCS 3/3s, where the nomenclature 1/0 denotes interfaces typically at the DS1 rate or greater with cross-connection typically at the DS0 rate. This same nomenclature, at the appropriate rate substitution, extends to the other types of DCSs specifically cited as 3/1 and 3/3. Types of DCSs that cross-connect Synchronous Transport Signal level 1 (STS-1s) or other Synchronous Optical Network (SONET) signals (*e.g.*, STS-3) are also DCSs, although not denoted by this same type of nomenclature. DCS may provide the functionality of more than one of the aforementioned DCS types (e.g., DCS 3/3/1 which combines functionality of DCS 3/3 and DCS 3/1).

For such DCSs, the requirements will be, at least, the aggregation of requirements on the "component" DCSs.

10.5.1.2 In locations where automated cross connection capability does not exist, DCS will be defined as the combination of the functionality provided by a Digital Signal Cross-Connect (DSX) or Light Guide Cross-Connect (LGX) patch panels and D4 channel banks or other DS0 and above multiplexing equipment used to provide the function of a manual cross connection.

10.5.1.3 Interconnection between a DSX or LGX, to a switch, another cross-connect, or other service platform device, is included as part of DCS.

10.6 **DCS Technical Requirements**

10.6.1 DCS shall provide completed end-to-end cross connection of the channels designated by AT&T.

10.6.2 DCS shall perform facility grooming, multipoint bridging, one-way broadcast, two-way broadcast. Upon request by AT&T pursuant to the Bona Fide Request Process, BellSouth will provide AT&T with access to integrated test functionality on the DCS subject to vendor development that will allow sharing of such functionality among multiple users and that will include necessary security features.

10.6.3 Where technically available in BellSouth's DCS system and supported by BellSouth's network management software, DCS shall provide multiplexing, format conversion, signaling conversion, or other functions.

10.6.4 The end-to-end cross connection assignment shall be input to the underlying device used to provide DCS from an operator at a terminal or via an intermediate system. The cross connection assignment shall remain in effect whether or not the circuit is in use.

10.6.5 BellSouth shall continue to administer and maintain DCS, including updates to the control software to current available releases.

10.6.6 BellSouth shall provide various types of Digital Cross-Connect Systems including:

10.6.6.1 DS0 cross-connects (typically termed DCS 1/0);

10.6.6.2 DS1/VT1.5 (Virtual Tributaries at the 1.5Mbps rate) cross-connects (typically termed DCS 3/1);

10.6.6.3 DS3 cross-connects (typically termed DCS 3/3);

10.6.6.4 STS-1 cross-connects; and

10.6.6.5 Other technically feasible cross-connects designated by AT&T.

10.6.7 BellSouth shall provide an automated interface which will allow AT&T to, in real time, control the configuration and reconfiguration of channels on the DCS.

10.6.8 **DELETED**

10.6.9 DCS shall continuously monitor protected circuit packs and redundant common equipment.

10.6.10 Where technically available in BellSouth's DCS System, DCS shall automatically switch to a protection circuit pack on detection of a failure or degradation of normal operation.

10.6.11 The underlying equipment used to provide DCS shall be equipped with a redundant power supply or a battery back-up.

10.6.12 BellSouth shall make available to AT&T spare facilities and equipment necessary for provisioning repairs, as it does for itself and for its own customers.

10.6.13 Effective as of the date this unbundled network element is offered, BellSouth will perform network management functions twenty-four (24) hours a day seven (7) days a week via electronic interfaces between AT&T and BellSouth network management centers. At AT&T's option, BellSouth shall provide AT&T with real time performance monitoring and alarm data on the signals and the components of the underlying equipment used to provide DCS that actually impact AT&T's services.

10.6.14 Upon request by AT&T pursuant to Bona Fide Request Process, BellSouth shall provide AT&T with real time ability to initiate tests on integrated equipment used to test the signals and the underlying equipment used to provide DCS, as well as other integrated functionality for routine testing and fault isolation. Until such real time ability is available, BellSouth will perform such testing if requested by AT&T.

10.6.15 Where technically available in BellSouth's DCS System and supported by BellSouth's network management software, DCS shall

provide SONET to asynchronous gateway functionality (*e.g.*, STS-1 to DS1 or STS-1 to DS3).

10.6.16 Where technically available in BellSouth's DCS System and supported by BellSouth's network management software, DCS shall perform optical to electrical conversion where the underlying equipment used to provide DCS contains optical interfaces or terminations (*e.g.*, Optical Carrier level 3, i.e., OC-3, interfaces on a DCS 3/1).

10.6.17 Where technically available in BellSouth's DCS System and supported by BellSouth's network management software, DCS shall have SONET ring terminal functionality where the underlying equipment used to provide DCS acts as a terminal on a SONET ring.

10.6.18 Where technically available in BellSouth's DCS System and supported by BellSouth's network management software, DCS shall provide multipoint bridging of multiple channels to other DCSs. AT&T may designate multipoint bridging to be one-way broadcast from a single master to multiple tributaries, or two-way broadcast between a single master and multiple tributaries.

10.6.19 Where technically available in BellSouth's DCS System and supported by BellSouth's network management software, DCS shall multiplex lower speed channels onto a higher speed interface and demultiplex higher speed channels onto lower speed interfaces as designated by AT&T.

10.6.20 Where technically available in BellSouth's DCS System and supported by BellSouth's network management software, DCS shall perform signaling conversion and data conditioning as designated by AT&T. Such functions shall comply, at a minimum, with AT&T Technical Reference TR 62421 ACCUNET® Spectrum of Digital Services, December 1989 and AT&T Technical Reference TR 62310 DS0 Digital Local Channel Description and Interface Specification, August 1993, including current addendums.

10.7 **DCS Interface Requirements**

10.7.1 Where technically available in BellSouth's DCS System and supported by BellSouth's network management software, BellSouth shall provide physical interfaces on DS0, DS1, and VT1.5 channel cross-connect devices at the DS1 rate or higher. In all such cases, these interfaces shall be in compliance with applicable Bellcore, ANSI, ITU, and AT&T standards.

10.7.2 Where technically available in BellSouth's DCS System and supported by BellSouth's network management software, BellSouth shall provide physical interfaces on DS3 channel cross-connect devices at the DS3 rate or higher. In all such cases, these interfaces shall be in compliance with applicable Bellcore, ANSI, ITU, and AT&T standards.

10.7.3 Where technically available in BellSouth's DCS System and supported by BellSouth's network management software, BellSouth shall provide physical interfaces on STS-1 cross-connect devices at the OC-3 rate or higher. In all such cases, these interfaces shall be in compliance with applicable Bellcore, ANSI, ITU , and AT&T standards.

10.7.4 Where technically available in BellSouth's DCS System and supported by BellSouth's network management software, Interfaces on all other cross-connect devices shall be in compliance with applicable Bellcore, ANSI, ITU , and AT&T standards.

10.8 DCS shall, at a minimum, meet all the requirements set forth in the following technical references:

10.8.1 **DELETED**

10.8.2 AT&T Data Communications Technical Reference TR 62310 DS0 Digital Local Channel Description and Interface Specification, August 1993, and all addendums, where the underlying equipment used by BellSouth to provide DCS supports this functionality;

10.8.3 AT&T Technical Reference TR 62415 Access Specification For High Capacity (DS1/DS3) Dedicated Digital Service, June 1989, and all addendums including TR 62415A3 July, 1992, where the underlying equipment used by BellSouth to provide DCS supports this functionality;

10.8.4 AT&T Technical Reference TR 62411 ACCUNET® T1.5 Service Description And Interface Specification, December 1990 and all addendums including Addendum 2, October 1992;

10.8.5 AT&T Technical Reference TR 54014 ACCUNET® T45 and T45 Reserved Services - Service Description And Interface Specification;

10.8.6 AT&T Technical Reference TR 54018 OC-3 Optical Interface Specifications, November 1991;

10.8.7 AT&T Technical Reference TR 54016 Requirements For Interfacing Digital Terminal Equipment To Services Employing The Extended Superframe Format, September 1989, where the underlying equipment used by BellSouth to provide DCS supports this functionality;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.8.26 TR-NWT-000776, Network Interface Description for ISDN Customer Access.

11. Signaling Link Transport

11.1 Definition

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

11.2 Technical Requirements

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

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

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

11.2.2.2 As a "D-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)).

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

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

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

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

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

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

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

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

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

11.3 **Interface Requirements**

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

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

12.1 **Definition** - Signaling Transfer Points is a signaling network function that includes all of the capabilities provided by the signaling transfer point switches (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. Figure 4 depicts Signaling Transfer Points.

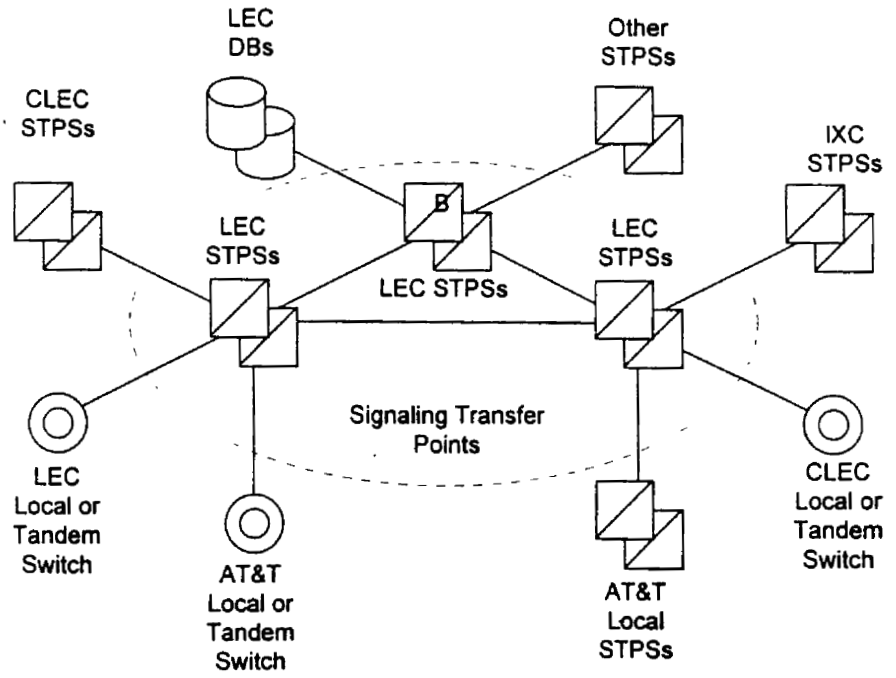


Figure 4

12.2 **Technical Requirements**

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

12.2.1.1 BellSouth Local Switching or Tandem Switching;

12.2.1.2 BellSouth Service Control Points/DataBases;

12.2.1.3 Third-party local or tandem switching

12.2.1.4 Third-party-provided STPSs.

12.2.2 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.

12.2.3 If a BellSouth tandem switch routes calling traffic, based on dialed or translated digits, on SS7 trunks between an AT&T 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 the AT&T 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.

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

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

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

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

12.2.5 STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as defined in Bellcore ANSI Interconnection Requirements. In particular, this includes Global Title Translation (GTT) and SCCP Management procedures, as specified in T1.112.4. In cases where the destination signaling point is a BellSouth local or tandem switching system or data base, or is an AT&T or third party local or tandem switching system directly connected to BellSouth SS7 network, STPs shall perform final GTT of messages to the destination and SCCP Subsystem Management of the destination. In all other cases, STPs 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.

12.2.6 STPs shall also provide the capability to route SCCP messages based on ISNI, as defined in Bellcore ANSI Interconnection Requirements, when this capability becomes available on BellSouth STPSs.

12.2.7 STPs shall provide on a non-discriminatory basis all functions of the OMAP commonly provided by STPSs, 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:

12.2.7.1 MTP Routing Verification Test (MRVT) and

12.2.7.2 SCCP Routing Verification Test (SRVT).

12.2.8 In cases where the destination signaling point is a BellSouth local or tandem switching system or database, or is an AT&T 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 AT&T and BellSouth.

12.2.9 STPs shall be equal to or better than the following performance requirements:

12.2.9.1 MTP Performance, as defined in Bellcore ANSI Interconnection Requirements and

12.2.9.2 SCCP Performance, as defined in Bellcore ANSI Interconnection Requirements.

12.2.10 **SS7 Advanced Intelligent Network (AIN) Access**

12.2.10.1 SS7 AIN Access shall provide the AT&T SCP access to BellSouth local switch via interconnection of BellSouth SS7 and AT&T SS7 Networks. BellSouth shall offer SS7 access through its STPs. If BellSouth requires a mediation device on any part of its network, BellSouth must route its calls in the same manner. The interconnection arrangement shall result in the BellSouth local switch recognizing the AT&T SCP as at least at parity with BellSouth's SCP's in terms of interfaces, performance and capabilities.

12.2.10.2 SS7 AIN Access is the provisioning of AIN triggers in a BellSouth local switch and interconnection of the BellSouth SS7 network with the AT&T SS7 network to exchange TCAP queries and responses with an AT&T SCP. See Figure 5 below.

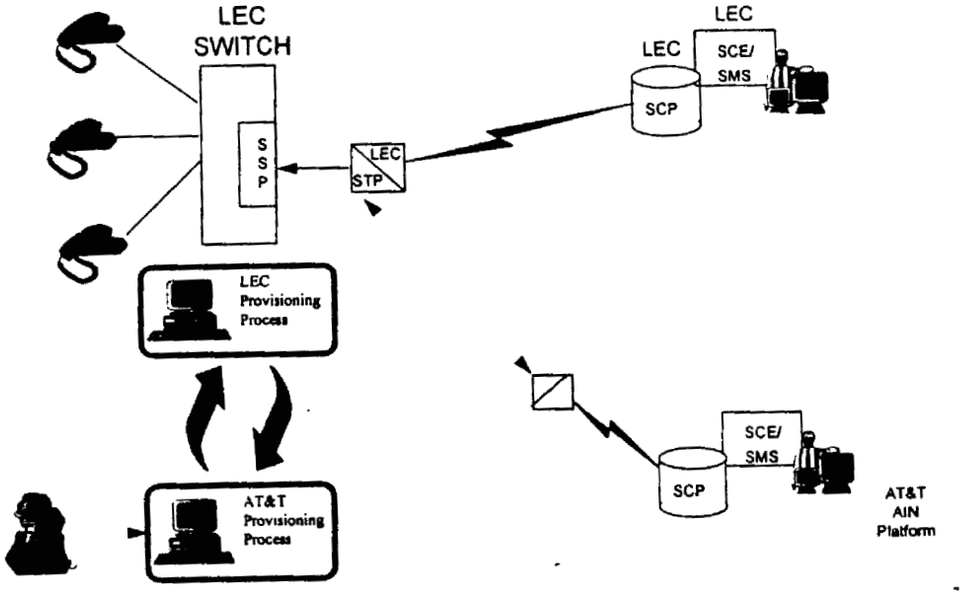


Figure 5

12.2.10.3 Physical interconnection between the BellSouth SS7 and the AT&T SS7 networks shall be through facilities and protocols as specified in the SS7 Network Interconnection section of this Agreement.

12.2.10.4 Reliability of interconnection shall be consistent with requirements for diversity and survivability as specified in the SS7 Network Interconnection section of this Agreement.

12.2.10.5 When provided through the same mediation application, delay associated with BellSouth local switch queries to the AT&T STP shall be equal to or shorter than the delay associated with queries to BellSouth STP.

12.2.10.6 BellSouth's STP's shall maintain global title translations necessary to direct AIN queries for select global title address and translation type values to the AT&T SS7 network.

12.2.10.7 BellSouth STPs shall route mutually agreeable AIN responses from the AT&T SCP via SS7 network interconnect to the local switch designated in the Signaling Connection Control Part (SCCP) called party address.

12.2.10.8 Network management controls resulting from an overload in elements not supporting AT&T customers shall not affect queries to AT&T SCPs.

12.2.10.9 Requirements for billing and recording information to track AIN query-response usage shall be consistent with Connectivity Billing and Recording requirements as specified in Attachment 6 (*e.g.*, recorded message format and content, timeliness of feed, data format and transmission medium).

12.2.10.10 BellSouth shall provide to AT&T all necessary testing resources and staff to perform SS7 certification testing prior to interconnection in accordance with the Cooperative Testing section of this Agreement.

12.2.10.11 When AT&T selects SS7 AIN Access, BellSouth will provide access to provisioning processes to support interconnection of AT&T's STPs.

12.2.10.12 When AT&T selects SS7 AIN Access, BellSouth will provide interconnection of its SS7 network with BellSouth SS7 network for exchange of AIN TCAP messages as described in Section 12.2.10.13.2 below.

12.2.10.13 STPs shall offer SS7 AIN Access in accordance with the requirements of the following technical references, as implemented in BellSouth's STPs:

12.2.10.13.1 GR-2863-CORE, CCS Network Interface Specification Supporting Advanced Intelligent Network (AIN); and

12.2.10.13.2 GR-2902-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll-Free Service Using Advanced Intelligent Network (AIN).

12.3 **Interface Requirements**

12.3.1 BellSouth shall provide the following STPs options to connect AT&T or AT&T-designated local switching systems or STPSs to BellSouth SS7 network:

12.3.1.1 An A-link interface from AT&T local switching systems; and,

12.3.1.2 A D-link interface from AT&T local STPSs.

12.3.2 Each type of interface shall be provided by one or more sets (layers) of signaling links, as follows:

12.3.2.1 An A-link layer shall consist of two links, as depicted in Figure 6.

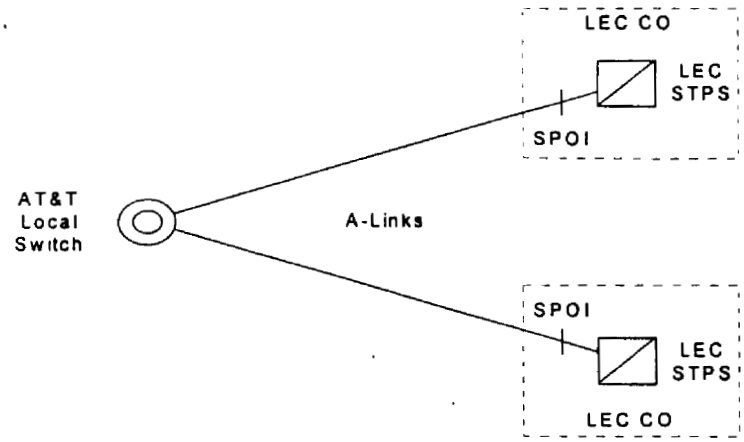


Figure 6. A-Link Interface

12.3.2.2 A D-link layer shall consist of four links, as depicted in Figure 7.

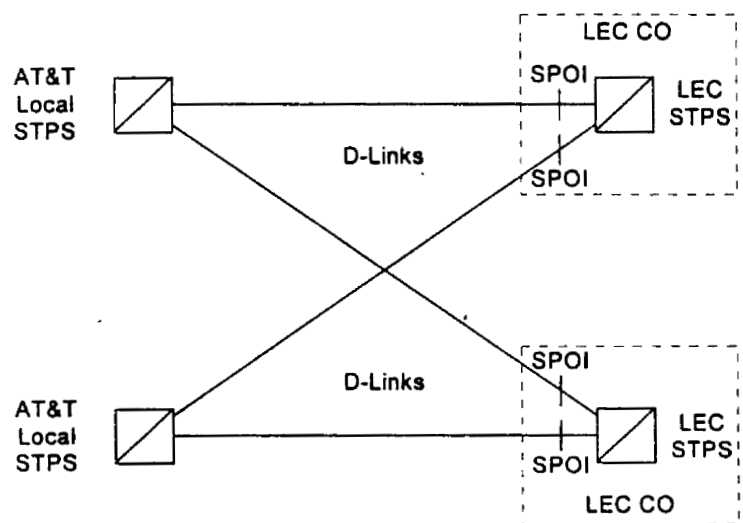


Figure 7. D-Link Interface

12.3.3 The Signaling Point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the Central Office (CO) where BellSouth 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 AT&T local switching systems or STPSs with BellSouth STPSs as soon as these become approved ANSI standards and available capabilities of BellSouth STPSs. BellSouth and AT&T will work jointly to establish mutually acceptable SPOIs.

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

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

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

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

12.3.6 **Message Screening**

12.3.6.1 BellSouth shall set message screening parameters so as to accept valid messages from AT&T local or tandem switching systems destined to any signaling point within BellSouth's SS7 network where the AT&T switching system has a legitimate signaling relation.

12.3.6.2 BellSouth shall set message screening parameters so as to pass valid messages from AT&T local or tandem switching systems destined to any signaling point or network accessed through BellSouth's SS7 network where the AT&T switching system has a legitimate signaling relation.

12.3.6.3 BellSouth shall set message screening parameters so as to accept and pass/send valid messages destined to and from AT&T from any signaling point or network interconnected through BellSouth's SS7 network where the AT&T SCP has a legitimate signaling relation.

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

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

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

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

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

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

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

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

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

13. Service Control Points/DataBases

13.1 Definition

13.1.1 Databases are the Network Elements that provide the functionality for storage of, access to, and manipulation of information required to offer a particular service and/or capability. Databases include, but are not limited to: Local Number Portability, LIDB, Toll Free Number Database, Automatic Location Identification/Data Management System, access to Service Creation Environment and Service Management System (SCE/SMS) application databases and Directory Assistance.

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

13.2 **Technical Requirements for SCPs/Databases**

Requirements for SCPs/Databases within this section address storage of information, access to information (e.g. signaling protocols, response times), and administration of information (e.g., provisioning, administration, and maintenance). All SCPs/Databases shall be provided to AT&T in accordance with the following requirements, except where such a requirement is superseded by specific requirements set forth in Subsections 13.3 through 13.7 of this Attachment:

13.2.1 BellSouth shall provide physical interconnection to SCPs through the SS7 network and protocols, as specified in Section 10 of this Attachment, with TCAP as the application layer protocol.

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

13.2.3 The reliability of interconnection options shall be consistent with requirements for diversity and survivability as specified in Section 10 of this Attachment (which applies to both SS7 and non-SS7 interfaces).

13.2.4 **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.

13.2.5 BellSouth shall provide Database provisioning consistent with the provisioning requirements of this Agreement (e.g., data required, edits, acknowledgments, data format and transmission medium and notification of order completion).

13.2.6 The operational interface provided by BellSouth shall complete Database transactions (i.e., add, modify, delete) for AT&T customer records stored in BellSouth databases within 24 hours, or sooner where BellSouth provisions its own customer records within a shorter interval.

13.2.7 BellSouth shall provide Database maintenance consistent with the maintenance requirements as specified in this Agreement (e.g., notification of BellSouth Network Affecting Events, testing, dispatch schedule and measurement and exception reports).

13.2.8 BellSouth shall provide billing and recording information to track database usage consistent with connectivity billing and recording requirements as specified in this Agreement (e.g., recorded message format and content, timeliness of feed, data format and transmission medium).

13.2.9 BellSouth shall provide SCPs/Databases in accordance with the physical security requirements specified in this Agreement.

13.2.10 BellSouth shall provide SCPs/Databases in accordance with the logical security requirements specified in this Agreement.

13.3 **Local Number Portability Database**

13.3.1 **Definition**

The Permanent Number Portability (PNP) database supplies routing numbers for calls involving numbers that have been ported from one local service provider to another. PNP is currently being worked in industry forums. The results of these forums will dictate the industry direction of PNP. BellSouth agrees to provide the PNP database as directed by the FCC and the Georgia Public Service Commission in Docket No. 5840-U.

13.3.2 **DELETED**

13.3.3 **DELETED**

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

This Subsection 13.4 defines and sets forth additional requirements for the Line Information Database. This Subsection 13.4 supplements the requirements of Subsection 13.2 and 13.8 of this Attachment. AT&T acknowledges that BellSouth will store in its LIDB only records relating to service in the BellSouth region.

13.4.1 **Definition**

The Line Information Database (LIDB) is a transaction-oriented database accessible through Common Channel Signaling (CCS) networks. It contains records associated with customer Line Numbers and Special Billing Numbers (in accordance with the requirements in the technical reference in Section 13.8.5 of this Attachment). 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. The administrative system interface provides AT&T Work Centers with an interface to LIDB for functions such as provisioning, auditing of data, access to LIDB measurements and reports.

13.4.2 **Technical Requirements**:

AT&T LIBD technical requirements are set forth below. BellSouth also will offer to AT&T any additional capabilities that are developed for LIBD during the life of this Agreement.

13.4.2.1 Prior to the availability of a long-term solution for Local Number Portability, BellSouth shall enable AT&T to store in BellSouth's LIDB any customer Line Number or Special Billing Number record, (in accordance with the technical reference in Section 13.8.5 of this Attachment) whether ported or not, for which the non-AT&T dedicated NPA-NXX or RAO-0/1XX Group is supported by that LIDB, except for numbers ported from a third party local services provider.

13.4.2.2 Prior to the availability of a long-term solution for Local Number Portability, BellSouth shall enable AT&T to store in BellSouth's LIDB any customer Line Number or Special Billing Number (in accordance with the technical reference in Section 13.8.5) record, whether ported or not, and AT&T dedicated NPA-NXX or RAO-0/1XX Group Records, except for numbers ported from a third party local services provider.

13.4.2.3 Subsequent to the availability of a long-term solution for Local Number Portability, BellSouth shall enable AT&T to store in BellSouth's LIDB any customer Line Number or Special Billing Number (in accordance with the technical reference in Section 13.8.5) 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.

13.4.2.4 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 AT&T's customer records in LIDB:

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

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

13.4.2.5 BellSouth shall process AT&T's Customer records in LIDB at least at parity with BellSouth customer records, with respect to other LIDB functions (as defined in the technical reference in Section 13.8.5 of this Attachment). BellSouth shall indicate to AT&T what additional functions (if any) are performed by LIDB in the BellSouth network.

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

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

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

13.4.2.9 BellSouth shall provide LIDB systems for which the LIDB function shall be in overload (degraded performance in accordance with the technical reference in Section 13.8.5 of this Attachment) no more than 12 hours per year. Such deficiency period is in addition to the periods specified in Sections 13.4.2.7 and 13.4.2.8 above.

13.4.2.10 BellSouth shall provide AT&T 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 AT&T 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 AT&T 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 AT&T. 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).

13.4.2.11 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.

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

13.4.2.13 BellSouth shall provide priority updates to LIDB for AT&T data upon AT&T's request (e.g., to support fraud detection), via password-protected telephone card, facsimile, or electronic mail within one hour of notice from the established BellSouth contact.

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

13.4.2.15 BellSouth shall provide LIDB systems such that no more than 0.01% of AT&T customer records will be missing from LIDB, as measured by AT&T audits. BellSouth will audit AT&T records in LIDB against DBAS to identify record mis-matches and provide this data to a designated AT&T contact person to resolve the status of the records and BellSouth will update system appropriately. BellSouth will refer

record of mis-matches to AT&T within one business day of audit. Once reconciled records are received back from AT&T, 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 AT&T to negotiate a time frame for the updates, not to exceed three business days.

13.4.2.16 BellSouth shall perform backup and recovery of all of AT&T's data in LIDB including sending to LIDB all changes made since the date of the most recent backup copy, in at least the same time frame BellSouth performs backup and recovery of BellSouth data in LIDB for itself. Currently, BellSouth performs backups of the LIDB for itself on a weekly basis and when a new software release is scheduled, a backup is performed prior to loading the new release.

13.4.2.17 BellSouth shall provide to AT&T 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 AT&T 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 AT&T.

13.4.2.18 BellSouth shall provide AT&T 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 AT&T and BellSouth.

13.4.2.19 BellSouth shall prevent any access to or use of AT&T 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 AT&T in writing.

13.4.2.20 BellSouth shall provide AT&T 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, (in accordance with the technical reference in Section 13.8.5 of this Attachment) for Customer Data that is part of an NPA-NXX or RAO-0/1XX wholly or partially owned by AT&T at least at parity with BellSouth Customer Data. BellSouth shall obtain from AT&T the screening information associated with LIDB Data Screening of AT&T 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 AT&T under the Bona Fide Request process identified in Section 1.1 of this Agreement.

13.4.2.21 BellSouth shall accept queries to LIDB associated with AT&T customer records, and shall return responses in accordance with the requirements of Section 13.8.5.

13.4.2.22 BellSouth shall provide mean processing time at the LIDB within 0.50 seconds under normal conditions as defined in the technical reference in Section 13.8.5 of this Attachment.

13.4.2.23 BellSouth shall provide processing time at the LIDB within 1 second for 99% of all messages under normal conditions as defined in the technical reference in Section 13.8.5 of this Attachment.

13.4.2.24 BellSouth shall provide 99.9 % of all LIDB queries in a round trip within 2 seconds as defined in the technical reference in Section 13.8.5.

13.4.3 **Interface Requirements**

BellSouth shall offer LIDB in accordance with the requirements of this subsection 13.4.3.

13.4.3.1 The interface to LIDB shall be in accordance with the technical reference in Section 13.8.3 of this Attachment.

13.4.3.2 The CCS interface to LIDB shall be the standard interface described in Section 13.8.3 of this Attachment.

13.4.3.3 The LIDB Data Base interpretation of the ANSI-TCAP messages shall comply with the technical reference in Section 13.8.4 of this

Attachment. Global Title Translation shall be maintained in the signaling network in order to support signaling network routing to the LIDB.

13.5 **Toll Free Number Database**

The Toll Free Number Database is a SCP that provides functionality necessary for toll free (e.g., 800 and 888) number services by providing routing information and additional so-called vertical features during call set-up in response to queries from SSPs. This Subsection 13.5 supplements the requirements of Sections 13.2 and 13.8 of this Agreement. BellSouth shall provide the Toll Free Number Database in accordance with the following:

13.5.1 **Technical Requirements**

13.5.1.1 BellSouth shall make BellSouth Toll Free Number Database available for AT&T to query with a toll-free number and originating information.

13.5.1.2 The Toll Free Number Database shall return carrier identification and, where applicable, the queried toll free number, translated numbers and instructions as it would in response to a query from a BellSouth switch.

13.5.1.3 The SCP shall also provide, at AT&T'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:

13.5.1.3.1 Network Management;

13.5.1.3.2 Customer Sample Collection; and

13.5.1.3.3 Service Maintenance

13.5.2 **Interface Requirements**

The signaling interface between the AT&T or other local switch and the Toll-Free Number database shall use the TCAP protocol as specified in the technical reference in Section 13.8.1 of this Attachment, together with the signaling network interface as specified in the technical reference in Sections 13.8.2 and 13.8.6 of this Agreement.

13.6 **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. This Subsection 13.6 supplements the requirements of Subsections 13.8.2 and 13.8.6 of this Attachment. BellSouth shall provide the Emergency Services Database in accordance with the following:

13.6.1 **Technical Requirements**

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

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

13.6.1.2.1 Name;

13.6.1.2.2 Address;

13.6.1.2.3 Telephone number; and

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

13.6.1.3 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 AT&T requests otherwise and shall be updated if AT&T requests, provided AT&T supplies BellSouth with the updates.

13.6.1.4 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.

13.6.1.5 If BellSouth is responsible for configuring PSAP features (for cases when the PSAP or BellSouth supports an ISDN interface) it shall

ensure that CLASS Automatic Recall (Call Return) is not used to call back to the ported number. Although BellSouth currently does not have ISDN interface, BellSouth agrees to comply with this requirement once ISDN interfaces are in place.

13.6.2 **Interface Requirements**

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

13.7 **Directory Assistance Database**

BellSouth shall make its directory assistance database available to AT&T in order to allow AT&T to provide its customers with the same directory assistance services BellSouth provides to BellSouth customers. BellSouth shall provide AT&T 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 AT&T and BellSouth of customer address and number changes. Directory Assistance Services must provide both the ported and ALEC 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.

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

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

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

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

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

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

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

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

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

13.9.1 BellSouth's Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access shall provide AT&T the capability that will allow AT&T 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. See Figure 8 below.

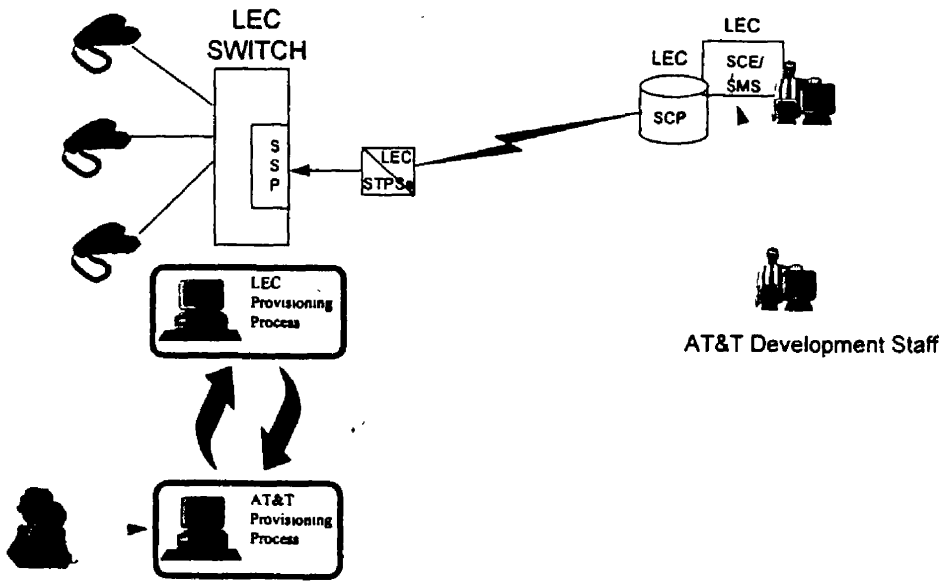


Figure 8

13.9.2 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 AT&T. Scheduling procedures shall provide AT&T equivalent priority to these resources

13.9.3 BellSouth's SCE/SMS AIN Access shall allow for multi-user access with proper source code management and other logical security functions as specified in the Security section of this Agreement.

13.9.4 BellSouth SCP shall partition and protect AT&T service logic and data from unauthorized access, execution or other types of compromise.

13.9.5 When AT&T selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable AT&T to use BellSouth's SCE/SMS AIN Access to create and administer applications. Training, documentation, and technical support will address use of SCE and SMS access and administrative functions, but will not include support for the creation of a specific service application.

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

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

13.9.8 **DELETED**

14. Tandem Switching

14.1 Definition

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

14.2 Technical Requirements

14.2.1 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:

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

14.2.1.2 Tandem Switching will provide screening as jointly agreed to by AT&T and BellSouth;

14.2.1.3 **DELETED**

14.2.1.4 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

14.2.1.5 **DELETED**

14.2.1.6 Tandem Switching shall provide access to Toll Free number portability database as designated by AT&T;

14.2.1.7 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));

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

14.2.1.9 Tandem Switching shall provide connectivity to transit traffic to and from other carriers.

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

14.2.3 Tandem Switching shall provide local tandeming functionality between two end offices including two offices belonging to different CLEC's (e.g., between an AT&T end office and the end office of another CLEC).

14.2.4 Tandem Switching shall preserve CLASS/LASS features and Caller ID as traffic is processed. Additional signaling information and requirements are provided in Section 10 of this Attachment.

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

14.2.6 Upon a reasonable request from AT&T, 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 AT&T.

14.2.7 BellSouth shall maintain AT&T's trunks and interconnections associated with Tandem Switching at least at parity to its own trunks and interconnections.

14.2.8 **DELETED**

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

14.2.10 Tandem Switching shall route calls to BellSouth or AT&T endpoints or platforms (e.g., operator services and PSAPs) on a per call basis as designated by AT&T, where such routing is not available from the originating end office switch, to the extent such Tandem Switch has such capability. Detailed primary and overflow routing plans for all interfaces available within BellSouth switching network shall be mutually agreed to by AT&T and BellSouth. Such plans shall meet AT&T requirements for routing calls through the local network.

14.2.11 Tandem Switching shall process originating toll-free traffic received from an AT&T local switch.

14.2.12 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.

14.2.13 **DELETED**

14.3 **Interface Requirements**

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

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

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

14.3.4 Tandem Switching shall interconnect with AT&T's switch, using two-way trunks, for traffic that is transiting via BellSouth network to interLATA or intraLATA carriers. At AT&T's request, Tandem Switching shall record and keep records of traffic for billing.

14.3.5 Tandem Switching shall provide an alternate final routing pattern for AT&T traffic overflowing from direct end office high usage trunk groups.

14.3.6 **DELETED**

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

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

14.4.2 GR-905-CORE covering CCSNIS;

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

15. **DARK FIBER:**

Definition

15.1.1 Dark Fiber is unused strands of optical fiber. Dark Fiber also includes stands of optical fiber existing in aerial or underground structure which have lightwave repeater (regenerator or optical amplifier) equipment interspliced to at appropriate distances, but which has no line terminating elements terminated to such strands to operationalize its transmission capabilities.

15.2 **Requirements**

15.2.1 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 AT&T pursuant to the prices set forth in Part IV of this Agreement.

15.2.2 BellSouth shall provide a Single Point of Contact (SPOC) for negotiating all Dark Fiber arrangements.

15.2.3 AT&T may test the quality of the Dark Fiber to confirm its usability and performance specifications.

15.2.4 BellSouth shall use its best efforts to provide to AT&T 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 AT&T ("Request"). Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber ("Confirmation"). From the time of the Request to (90) days after Confirmation, BellSouth shall hold such requested Dark Fiber for AT&T's use and may not allow any other party to use such media, including BellSouth.

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

15.3 Additional Requirements for Dark Fiber

15.3.1 Dark Fiber shall meet the following requirements: single mode, with maximum loss of 0.40 dB/km at 1310 nm and 0.25 dB/km at 1550 nm.

15.3.2 AT&T may splice and test Dark Fiber obtained from BellSouth using AT&T or AT&T designated personnel. BellSouth shall provide appropriate interfaces to allow splicing and testing of Dark Fiber. BellSouth shall provide an excess cable length of 25 feet minimum (for fiber in underground conduit) to allow the uncoiled fiber to reach from the manhole to a splicing van.

16. Additional Requirements

This Section 16 of Attachment 2 sets forth the additional requirements for unbundled Network Elements which BellSouth agrees to offer to AT&T under this Agreement.

16.1 Cooperative Testing

16.1.1 Definition

Cooperative Testing means that BellSouth shall cooperate with AT&T upon request or as needed to (1) ensure that the Network Elements and Ancillary Functions and additional requirements being provided to AT&T by BellSouth are in compliance with the requirements of this Agreement, and (2) test the overall functionality of various Network Elements and Ancillary Functions provided by BellSouth to AT&T in combination with each other or in combination with other equipment and facilities provided by AT&T or third parties, and (3) ensure that all operational interfaces and processes are in place and functioning properly and efficiently for the provisioning and maintenance of Network Elements and Ancillary Functions and so that all appropriate billing data can be provided to AT&T.

16.1.2 **Requirements**

BellSouth shall provide performance equal to or better than all of the requirements set forth in this Section 16.1.2. In addition, within ninety (90) days of the Effective Date of this Agreement, AT&T and BellSouth will agree upon a Cooperative Testing process which will include procedures for resolving technical issues relating to interconnection of AT&T's network to BellSouth's network and Network Elements and Ancillary Functions. The agreed upon process shall include procedures for escalating disputes and unresolved issues up through higher levels of each company's management. If AT&T and BellSouth do not reach agreement on such a process within ninety (90) days, any issues that have not been resolved by the parties with respect to such process shall be handled pursuant to the procedures identified in Section 16 of the General Terms and Conditions of this Agreement unless both parties agree to extend the time to reach agreement on such issues. The cooperative testing process shall address the following:

16.1.2.1 AT&T access for testing at any interface between a BellSouth Network Element or combinations and AT&T equipment or facilities. Such test access must be sufficient to ensure that the applicable requirements can be tested by AT&T seven (7) days per week, 24 hours per day.

16.1.2.2 Testing of any interfaces, Network Elements or Ancillary Functions and additional requirements provided by BellSouth pursuant to this Agreement.

16.1.2.3 Engineering data for the loop components as set forth in this Attachment which AT&T may desire to test. Such data shall include

equipment engineering and cable specifications, signaling and transmission path data.

16.1.2.4 AT&T requests for office records, central office layout and design records and drawings, system engineering and other applicable documentation pertaining to a Network Element or Ancillary Function or the underlying equipment that is then providing a Network Element or Ancillary Function to AT&T.

16.1.2.5 AT&T requests for any applicable test results, from BellSouth testing activities on a Network Element or Ancillary Function or Additional Requirement or the underlying equipment providing a Network Element or Ancillary Function or Additional Requirements to AT&T. AT&T may review such testing results and may notify BellSouth of any deficiencies that are detected.

16.1.2.6 AT&T request for the temporary provision of selected Local Switching features for testing.

16.1.2.7 Technical staff to meet with AT&T representatives to provide required support for Cooperative Testing.

16.1.2.8 Dedicated Transport and Loop Feeder may experience alarm conditions due to in-progress tests. BellSouth shall not remove such facilities from service without obtaining AT&T's prior approval.

16.1.2.9 Tests or maintenance procedures on Network Elements or Ancillary Functions or on the underlying equipment that is then providing a Network Element or Ancillary Function, that may cause a service interruption or degradation if such tests and procedures are at a time that is mutually acceptable to AT&T and BellSouth.

16.1.2.10 A single point of contact to AT&T that is available 7 days per week, 24 hours per day for trouble status, sectionalization, resolution, escalation, and closure. Such staff shall be adequately skilled to allow expeditious problem resolution.

16.1.2.11 Electronic access to 105 responders, 100-type test lines, or 102-type test lines associated with any circuits under test.

16.1.2.12 BellSouth participation in Cooperative Testing with AT&T upon AT&T's request to test any operational interface or process used to provide Network Elements, Ancillary Functions or Services to AT&T.

16.1.2.13 Completing Cooperative Testing expeditiously.

16.1.2.14 Enhancements to BellSouth's provisioning processes to deliver Network Elements and Ancillary Functions and any Additional Requirements to AT&T in shorter intervals than during subsequent normal service periods.

16.1.2.15 BellSouth participation in Cooperative Testing requested by AT&T whenever it is deemed necessary by AT&T to insure service performance, reliability and customer serviceability.

16.1.2.16 Procedures to cover AT&T acceptance or rejection of a Network Element ordered by AT&T if upon completion of cooperative acceptance testing, the tested Network Element does not meet the requirements stated herein.

16.2 **Performance**

16.2.1 **Scope:**

This section addresses performance requirements for Network Elements and Ancillary Functions to provide local service. It includes requirements for the reliability and availability of Network Elements and Ancillary Functions, and quality parameters such as transmission quality (analog and digital), and speed (or delay). In addition, an overview of service performance requirements is given.

16.2.1.1 The General Performance Requirements in this section apply to all aspects of Network Elements and Ancillary Functions. Additional requirements are given in this performance section and in the individual Network Elements sections.

16.2.2 BellSouth shall work cooperatively with AT&T to determine appropriate performance allocations across Network Elements.

16.2.3 BellSouth shall comply with the following technical documents to the extent that they are consistent with the greater of BellSouth's actual performance or applicable industry standards. If AT&T requests performance that exceeds either the industry standards or the actual performance that BellSouth provides to itself, then AT&T shall request such additional requirements through the Bona Fide Request process set forth in Section 1.1 of the General Terms and Conditions of this Agreement.

16.2.3.1 **Bell Communications Research, Inc. Documents**

16.2.3.1.1 FR-64, *LATA Switching Systems Generic Requirements (LSSGR).* This document contains 117 Technical References and Generic

Requirements. Sections provide the requirements for local switching systems (also referred to as end offices) that serve customers' lines. Some modules of the LSSGR are also referenced separately in this document.

16.2.3.1.2 TR-NWT-000499, Issue 5, Rev 1, April 1992, *Transport Systems Generic Requirements (TSGR): Common Requirements.*

16.2.3.1.3 TR-NWT-000418, Issue 2, December 1992, *Generic Reliability Assurance Requirements For Fiber Optic Transport Systems.*

16.2.3.1.4 TR-NWT-000057, Issue 2, January 1993, *Functional Criteria for Digital Loop Carriers Systems.*

16.2.3.1.5 TR-NWT-000507, Issue 5, December 1993, *LSSGR - Transmission, Section 7.*

16.2.3.1.6 GR-303-CORE, Issue 1, September 1995, *Integrated Digital Loop Carrier System Generic Requirements, Objectives, and Interface.*

16.2.3.1.7 GR-334-CORE, Issue 1, June 1994, *Switched Access Service: Transmission Parameter Limits and Interface Combinations.*

16.2.3.1.8 TR-NWT-000335, Issue 3, May 1993, *Voice Grade Special Access Services - Transmission Parameter Limits and Interface Combinations.*

16.2.3.1.9 TR-TSY-000529, Issue 2, July 1987, *Public Safety - LSSGR.*

16.2.3.1.10 GR-1158-CORE, Issue 2, October 1995, *OSSGR Section 22.3: Line Information Database.*

16.2.3.1.11 TR-TSY-000511, Issue 2, July 1987, *Service Standards, a Module (Section 11) of LATA Switching Systems Generic Requirements (LSSGR, FR-NWT-000064).*

16.2.3.1.12 TR-NWT-000393, January 1991, *Generic Requirements for ISDN Basic Access Digital Subscriber Lines.*

16.2.3.1.13 TR-NWT-000909, December 1991, *Generic Requirements and Objectives for Fiber In The Loop Systems.*

16.2.3.1.14 TR-NWT-000505, Issue 3 , May 1991, *LSSGR Section 5, Call Processing.*

16.2.3.1.15 FR-NWT-000271, 1993, *Operator Services Systems Generic Requirements (OSSGR).*

16.2.3.1.16 TR-NWT-001156, Issue 2, July 1993, *OSSGR Operator Services Systems Generic Requirements, Section 21, Operator Subsystem.*

16.2.3.1.17 SR-TSY-001171, Issue 1, January 1989, *Methods and Procedures for System Reliability Analysis.*

16.2.3.1.18 Bellcore *Telecommunications Transmission Engineering*, 3rd Ed, 1990.

16.2.3.2 **ANSI Standards**

16.2.3.2.1 ANSI T1.512-1994, Network Performance - Point-to-Point Voice-Grade Special Access Network Voiceband Data Transmission Objectives.

16.2.3.2.2 ANSI T1.506-1990, Network Performance - Transmission Specifications for Switched Exchange Access Network.

16.2.3.2.3 ANSI T1.508-1992, Telecommunications - Network Performance - Loss Plan for Evolving Digital Networks. Also supplement T1.508a-1993.

16.2.3.2.4 ANSI T1.101-1994, Digital Synchronization Network Plan.

16.2.3.3 **TIA/EIA Standards**

16.2.3.3.1 Requirements not specifically addressed here shall be found in the documents listed in Electronic Industries Association/Telecommunications Industries Association Standards and Engineering Publications.

16.2.3.3.2 TIA/EIA TSB-37A, Telephone Network Transmission Model for Evaluating Modem Performance.

16.2.3.3.3 TIA/EIA TSB-38, Test Procedure for Evaluation of 2-wire 4 kHz Voiceband Duplex Modems.

16.2.3.4 **IEEE Standards**

16.2.3.4.1 IEEE Standard 743-1984, IEEE Standard Methods and Equipment for Measuring Transmission Characteristics of Analog Voice Frequency Circuits.

16.2.3.4.2 ANSI/IEEE Standard 820-1984, Telephone Loop Performance Characteristics.

16.2.3.5 **AT&T Standards**

16.2.3.5.1 Outside Plant Engineering Handbook, August 1994.

16.2.3.5.2 AT&T Pub. 60220, Issue 1, April 1991, 5ESS OSPS Interface Technical Specification for Domestic Toll And Assistance Applications.

16.2.3.5.3 AT&T Technical Reference TR 43202, May 1985, AT&T Analog Voice Total and Coordinated Services.

16.2.3.5.4 AT&T Technical Reference TR 41458, April 1990, Special Access Connection to the AT&T Network.

16.2.3.5.5 AT&T Technical Reference TR 62415, June 1989, Access Specification For High Capacity (DS1/DS3) Dedicated Digital Service. Also TR 62415A2 November 1990, and TR 62415A3 July 1992 which are addendae to TR 62415.

16.2.3.5.6 AT&T Technical Reference TR 54016, September 1989, Requirements For Interfacing Digital Terminal Equipment To Services Employing The Extended Superframe Format.

16.2.3.5.7 AT&T Technical Reference TR 62411, December 1990, ACCUNET T1.5 Service Description And Interface Specification. Also Addendum 1 March 1991 and Addendum 2 October 1992.

16.2.3.5.8 AT&T Technical Reference TR 62421, December 1989, ACCUNET Spectrum of Digital Services Description And Interface Specification. Also TR 62421A Addendum 2 November 1992.

16.2.3.5.9 AT&T Data Communications Technical Reference TR 62310, August 1993, DS0 Digital Local Channel Description And Interface Specification. Also Addendum 2 November 1992.

16.2.3.5.10 AT&T Technical Reference TR 54014, 1992, ACCUNET T45 and T45 Reserved Services - Service Description And Interface Specification.

16.2.3.5.11 AT&T Technical Reference TR 54018, most current issue, ACCUNET T155 Service Description And Interface Specification.

16.2.4 **Services and Capabilities**

16.2.4.1 All Network Elements shall provide performance sufficient, in combination with other Network Elements, to provide the following applications in accordance with the requirements of this document:

16.2.4.1.1 Voice services.

16.2.4.1.2 Voice-band data modem connections up to and including 28.8 kbps V.34.

16.2.4.1.3 FAX transmissions up to and including 14.4 kbps group 3.

16.2.4.1.4 CLASS/LASS features.

16.2.4.1.5 Operator Systems.

16.2.4.2 Where available, the following capabilities shall be provided as applicable:

16.2.4.2.1 ISDN BRI

16.2.4.2.2 ISDN PRI

16.2.4.2.3 Switched Digital Data

16.2.4.2.4 Non-Switched Digital Data

16.2.4.2.5 Types of Video applications

16.2.4.2.6 Coin Services

16.2.4.2.7 Frame Relay and ATM

16.2.4.2.8 Private Line Services

16.2.5 Specific Performance Requirements

BellSouth shall comply with the following performance requirements to the extent that they are consistent with the greater of BellSouth's actual performance or applicable industry standards. If AT&T requests performance requirements that exceed either the industry standards or the actual performance that BellSouth provides to itself, then AT&T shall request such performance through the Bona Fide Request process set forth in Section 1.1 of the General Terms and Conditions of this Agreement.

16.2.5.1 BellSouth shall provide performance equal to or better than all of the requirements set forth in this Section. Unless noted otherwise, requirements and objectives are given in terms of specific limits. This

means that all tests (acceptance and ongoing performance) shall meet the limit(s) to satisfy the requirement.

16.2.5.2 **Performance Allocation** Transmission path impairments may be classified as either analog or digital, and will depend on the nature of the signal transmitted across the Network Element. Analog impairments are introduced on any analog portion of the loop, typically between the NID portion of Loop Distribution and the analog to digital (A/D) conversion, and are usually correlated with the length of the physical plant. Digital impairments are introduced by A/D conversion and by interfaces between digital Network Elements. In addition, noise can be introduced by either analog transmission or the A/D conversion.

16.2.5.3 **Loop Combination Architecture Constraints**

16.2.5.3.1 The following constraints will limit not only the variety of Loop Combination architectures that may be considered, but also the architectures BellSouth may consider to deliver any Ancillary Function or Network Element. These constraints apply to the entire path between the NID portion of Loop Distribution and BellSouth switch. Any exceptions to these restrictions shall be specifically requested or approved by AT&T in writing.

16.2.5.3.1.1 No more than 1 A-D conversion.

16.2.5.3.1.2 No more than 1, 2-to-4-wire hybrid.

16.2.5.3.1.3 No voice compression.

16.2.5.3.1.4 No echo cancelers or suppressers.

16.2.5.3.1.5 One digital loss pad per PBX.

16.2.5.3.1.6 No digital gain.

16.2.5.3.1.7 No additional equipment that might significantly increase intermodulation distortion.

16.2.5.4 **Transmission Impairments**

16.2.5.4.1 **Analog Impairments** Analog impairments are those introduced on portions of the end-to-end circuit on which communications signals are transmitted in analog format. These portions of the transmission path would typically be between NID and an A/D conversion, most commonly on the metallic loop. The performance on the analog

portion of a circuit is typically inversely proportional to the length of that circuit.

16.2.5.4.1.1 **Loss**

16.2.5.4.1.1.1 Electrical loss is measured using a 1004 Hz 0.0dB one Milliwatt 900 ohm test tone.

16.2.5.4.1.1.2 Off-hook electrical loss between the NID and the switch shall be no more than 8.0 dB for any line, and the mean value for all lines shall be 3.5 dB ±0.5 dB. On-hook electrical loss between the NID and the switch shall be no more than 4.0 dB above the off-hook electrical loss for any line.

16.2.5.4.1.2 **Idle Channel Circuit Noise**

16.2.5.4.1.2.1 Idle channel circuit noise (C-message) is added by analog facilities, by the A/D conversion of signals, by digital processing equipment (e.g. echo cancelers, digital loss pads), robbed bit signaling, and errors on digital facilities.

16.2.5.4.1.2.2 Idle channel circuit noise shall be less than or equal to 18 dBrnC.

16.2.5.4.1.3 **Talker Echo**

16.2.5.4.1.3.1 The primary source of echo is improper impedance-matching at the 2-to-4 wire hybrid in BellSouth network. The impact on customer perception is a function of both echo return loss and delay.

16.2.5.4.1.3.2 Echo Return Loss (ERL) shall be greater than 26dB to a standard termination (900 ohms, 2.16 μFd), and greater than 14 dB to a telephone set off-hook. Singing Return Loss (SRL) shall be greater than 21dB to a standard termination, and greater than 11 dB to a telephone set off-hook.

16.2.5.4.1.4 **Listener Echo**

Listener echo is a double reflection of a transmitted signal at two different impedance mismatches in the end-to-end connection. While in extreme cases it can degrade voice transmission performance, listener echo is primarily an issue for voiceband data. The requirements on Talker Echo shall apply to Listener Echo.

16.2.5.4.1.5 **Propagation and Processing Delay**

16.2.5.4.1.5.1 Propagation delay is the delay involved in transmitting information from one location to another. It is caused by processing delays of

equipment in the network and delays associated with traveling across transmission facilities.

16.2.5.4.1.5.2 BellSouth shall cooperate with AT&T to limit total service propagation and processing delay to levels at parity with that within the BellSouth local network.

16.2.5.4.1.6 **Signal-to-Noise Ratio**

16.2.5.4.1.6.1 The Signal-to-Noise Ratio (S/N) is a critical parameter in determining voiceband data performance. It is typically measured with a 1004 Hz tone.

16.2.5.4.1.6.2 BellSouth must provide on the Loop Combination a signal-to-noise ratio of at least 37 dB between the NID and the end office.

16.2.5.4.1.7 **C-Notched Noise**

The requirements for Signal-to-Noise Ration shall apply to C-Notched Noise.

16.2.5.4.1.8 **Attenuation Distortion**

16.2.5.4.1.8.1 Attenuation distortion, also known as frequency distortion or gain slope, measures the variations in loss at different frequencies across the voice frequency spectrum (200 Hz - 3400 Hz). It is measured by subtracting the loss at 1004 Hz from the loss at the frequency of interest.

16.2.5.4.1.8.2 Attenuation distortion from the NID to the switch shall be within the range ± 0.5 dB for frequencies between 304 and 3004 Hz; from the switch to NID attenuation distortion shall be within the range ± 0.5 dB for frequencies between 204 Hz and 3004 Hz. In addition, attenuation distortion shall remain within the range +1dB/-3dB for frequencies between 200 Hz and 3500 Hz.

16.2.5.4.1.9 **Envelope Delay Distortion**

16.2.5.4.1.9.1 Envelope Delay Distortion (EDD) measures the difference in transit time of signals at different frequencies. EDD is measured relative to the transit time of a 1704 Hz. tone, and is given in microseconds. EDD is used as an approximation of the group delay of the channel.

16.2.5.4.1.9.2 EDD shall be: 1704 Hz to 604 Hz -- ≤ 350 μsec.; 1704 Hz to 2804 Hz -- ≤ 195 μsec.; 1704 Hz to 204 Hz -- ≤ 580 μsec.; 1704 Hz to 3404 Hz -- ≤ 400 μsec.

16.2.5.4.1.10 **Phase Jitter**

16.2.5.4.1.10.1 Phase jitter measures the unwanted angular modulation of a signal. It is caused by noise or the actual modulation of the signal by another unwanted signal. It displaces the zero crossings of a signal. It is measured in terms of peak-to-peak deviations of a 1004 Hz. tone from its nominal zero crossings, and in a particular frequency band (20-300 Hz and either 4-300 Hz or 2-300 Hz). Phase jitter impacts voiceband data performance and can make modems more susceptible to other impairments, including noise.

16.2.5.4.1.10.2 From the NID to the interexchange carrier point of termination, phase jitter shall be <1.5 ° point-to-point in the 20-300 Hz band, and <1.8° point-to-point in the 4-300 Hz. band.

16.2.5.4.1.11 **Amplitude Jitter**

16.2.5.4.1.11.1 Amplitude jitter is any deviation of the peak value of a 1004 Hz signal from its nominal value. Excessive amounts can impair voiceband data performance. It is primarily caused by noise but can also be caused by phase jitter, gain hits, or single frequency interference.

16.2.5.4.1.11.2 In NID-interexchange carrier point of termination, ≤2.5% of amplitude jitter is permitted in the 20-300 Hz band and ≤2.9% in the 4-300 Hz band.

16.2.5.4.1.12 **Intermodulation Distortion**

16.2.5.4.1.12.1 Intermodulation distortion (IMD) measures non-linear distortions of a signal. It compares the power of harmonic tones to the power of the transmitted tones. It is measured for both the 2nd and 3rd harmonics of the transmitted tones. IMD is caused by compression or clipping and can impair voiceband data performance.

16.2.5.4.1.12.2 Both 2nd and 3rd order IMD between the NID and end office must be ≥ 52dB.

16.2.5.4.1.13 **Impulse Noise**

16.2.5.4.1.13.1 Impulse noise is a sudden and large increase in noise on a channel for a short duration of time. Impulse noise is measured as a count of the number of times a noise threshold is exceeded during a given time period (typically 5 or 15 minutes). It is caused by protection switching, maintenance activities, electromechanical switching

systems, digital transmission errors, and line coding mismatches. Impulse noise sounds like clicking noises or static on voice connections. Impulse noise impairs voiceband data performance.

16.2.5.4.1.13.2 The NID to interexchange carrier point of termination portions of connections shall introduce no impulse noise events within 6dB of the received signal power on 93% of all 15 minute connections. In addition, there shall be no more than 1 impulse noise event within 6 dB of the received signal power during any 30-minute period.

16.2.5.4.1.14 **Phase Hits**

16.2.5.4.1.14.1 Phase hits are a sudden change in the phase of a signal lasting at least 4 msec. Phase hits are measured using a threshold which indicates how much the phase of the signal has changed with respect to its nominal phase. Phase hits are caused by protection switching and slips or other synchronization errors. Phase hits can impair voiceband data performance.

16.2.5.4.1.14.2 Between the NID and interexchange carrier point of termination, 99.75% of all 15-minute connections shall have no phase hits exceeding 10°. In addition, there shall be no more than 1 phase hit exceeding 10° in any 30-minute period.

16.2.5.4.1.15 **Gain Hits**

16.2.5.4.1.15.1 Gain hits are sudden changes in the level of a signal that last at least 4 msec. Gain hits are measured against a threshold of typically 2-5 dB relative to the signal's nominal level. Gain hits are usually caused by protection switches and can impair voiceband data performance.

16.2.5.4.1.15.2 Between the NID and the interexchange carrier point of termination, 99.5% of all 15-minute connections shall have no gain hits exceeding 3 dB. In addition, there shall be no more than 1 gain hit exceeding 3 dB in any 30-minute period.

16.2.5.4.1.16 **Dropouts**

16.2.5.4.1.16.1 Dropouts are drops in the level of a signal of 12 dB or more for at least 4 msec. They are caused by protection switching events, radio fading, and conditions causing digital carrier systems to lose frame. Dropouts are critical for voiceband data performance but, if severe enough, will also affect voice quality.

16.2.5.4.1.16.2 Between the NID and the interexchange carrier point of termination, 99.9% of all 15-minute connections shall have no dropouts and in addition, no connection shall suffer more than 1 dropout in any 60-minute period.

16.2.5.4.1.17 **Frequency Shift**

16.2.5.4.1.17.1 Frequency shift measures any frequency changes that occur when a signal is transmitted across a channel. It is typical measured using a 1004 Hz tone. Frequency shift has very little impact on voice or voiceband data performance; however, round-trip frequency shifts can affect the ability of echo cancelers to remain converged.

16.2.5.4.1.17.2 No more than 0.2 Hz frequency shift shall be on any connection. In addition, 99.5% of all calls shall have frequency shift < 0.1 Hz.

16.2.5.4.1.18 **Crosstalk**

16.2.5.4.1.18.1 Crosstalk is the presence of signals from other telephone connections on a circuit. Crosstalk can be either intelligible, when speech from other connections can be heard and understood, or unintelligible. Crosstalk is caused by inter-channel interference on the transmission system. Crosstalk is difficult to measure: it requires correlating signals on different circuits or using human listeners to identify its presence. Trouble reports may be used to estimate the probability of crosstalk.

16.2.5.4.1.18.2 99% of Loop Combinations shall have probability ≤ 0.1% of experiencing crosstalk exceeding -65 dBm0.

16.2.5.4.1.19 **Clipping**

16.2.5.4.1.19.1 Clipping occurs when part of a transmitted signal is dropped and does not reach the receiving portion on a connection. It can be caused by Digital Speech Interpolation (DSI) equipment used in Digital Circuit Multiplication Systems (DCMS) which increase the amount of traffic that transmission facilities carry, and by echo cancelers or echo suppressers.

16.2.5.4.1.19.2 No clipping incidents shall occur on any call.

16.2.5.4.2 **Digital Impairments**

Digital impairments occur in the signal wherever it is transmitted in digital format. These errors are usually introduced upon conversion of the signal from analog to digital, as well as at interfaces between

digital components. While many digital impairments have little impact on subjective voice quality, they can impact voiceband data performance.

16.2.5.4.2.1 **Signal Correlated Distortion**

16.2.5.4.2.1.1 Signal correlated distortion (SCD) is unwanted noise or distortion introduced into a signal through the conversion of a signal from analog to digital format or through digital processing that changes the transmitted signal. SCD affects performance when a sign is being transmitted. The primary sources of SCD are signal encoders, echo cancelers, digital loss pads, and robbed bit signaling. SCD affects both voice and voiceband data performance.

16.2.5.4.2.1.2 The NID-to-end-office connection shall allow:

16.2.5.4.2.1.2.1 A maximum of 1 A/D conversion, using 64Kbps μ-law (μ=255) PCM;

16.2.5.4.2.1.2.2 No voice compression;

16.2.5.4.2.1.2.3 No echo cancellation; and

16.2.5.4.2.1.2.4 Robbed bit signaling only if SS7 or ISDN are not used.

16.2.5.4.2.2 **Slips**

16.2.5.4.2.2.1 Slips occur when a frame of digital data is either deleted or repeated because of differences in the clocks used to synchronize digital facilities. Slips sound like clicks or pops on voice calls and have major impact on voiceband data performance.

16.2.5.4.2.2.2 The NID-to-interexchange carrier point of termination portion of connections shall have fewer than 0.45 slips every 24 hours on average.

16.2.5.4.2.3 **Digital Timing Jitter and Wander**

16.2.5.4.2.3.1 Digital timing jitter is the unwanted phase modulation of digital signals at rates above 10 Hz. Wander is the unwanted phase modulation of digital signals at rates below 10 Hz. Digital timing jitter is caused by imperfections in the timing recovery process of repeaters and the stuffing synchronization process used by multiplexer/demultiplexers. Wander is caused by slowly varying changes in digital signal phase due to clock frequency offset and drift, changes in propagation delay of terrestrial facilities due to

temperature changes and changes in the distance of satellites from the earth. These events have a major impact on voiceband data performance.

16.2.5.4.2.3.2 The maximum digital timing jitter allowed in the 10 Hz to 8 kHz frequency band at any network interface or any terminal equipment in the network is 5 Unit Intervals (UI). The maximum digital timing jitter allowed in the 8 kHz to 40 kHz frequency band is 0.1 UI. The objective for wander is less than 28 UI at any network interface or terminal equipment.

16.2.5.4.2.4 **DS-1 Errored Seconds**

16.2.5.4.2.4.1 An Errored Second (ES) on a DS-1 facility is any second during which at least 1 bit is in error. The impact of an ES on performance depends on the number of errors that occur during a second. Typically, voice performance is not significantly impacted by ES but they can cause errors in voiceband data transmissions.

16.2.5.4.2.4.2 Each BellSouth work shall have less than 20 ESs per 24 hour period.

16.2.5.4.2.5 **DS-1 Severely Errored Seconds**

16.2.5.4.2.5.1 A severely Errored Second (SES) is any second during which a DS-1 has an error rate exceeding 0.001. An SES can be caused by a loss of framing, a slip, or a protection switch. SESs have impacts on both voice and voiceband data performance. For voice, an SES will sound like a burst of noise or static. SESs that occur during a voiceband data transmission cause a significant burst of errors and can cause modems to retrain.

16.2.5.4.2.5.2 The digital portion of each NID to POP connection shall have less than 2 SESs per 24 hour period).

16.2.5.4.2.6 **Short Failure Events**

16.2.5.4.2.6.1 A Short Failure Event (SFE) is a Loss of Frame (LOF) event of less than two minutes' duration. An LOF event is declared when, on detection of a Loss of Signal (LOS) or Out-of-Frame (OOF), a rise-slope-type integration process starts that declares a LOF after 2.5±0.5 sec. of continuous LOS or OOF. If the LOS or OOF is intermittent, the integration process shall decay at a slope of 1/5 the rise slope during the period when the signal is normal. Thus, if the ratio of a LOS or OOF to a normal signal is greater than 1/2, a LOF

will be declared. A LOS condition shall be declared when the Network Channel Terminating Equipment has determined that 175±75 successive pulse positions with no pulses of either positive or negative polarity have occurred. An OOF condition shall be declared when either Network equipment or Digital Terminal Equipment detects errors in the framing pattern.

16.2.5.4.2.6.2 There shall be fewer than 1 SFE per month.

16.2.5.5 **Service Availability and Reliability**

Availability refers to the time period during which the service is up and usable for its intended purpose. Reliability refers to the probability that a task will be completed successfully, given that it is successfully begun. Where available BellSouth shall provide real-time, remote data access to performance monitoring and alarm data on events affecting (or potentially affecting) AT&T's traffic.

16.2.5.5.1 **Blocked Calls**

16.2.5.5.1.1 Blocking is the fraction of call origination attempts denied service during a stated measurement period. Blocking occurs because of competition for limited resources within the network.

16.2.5.5.1.2 For intraLATA toll service as well as for local exchange service, the blocking level from originating network interface (NID) to terminating NID shall not exceed 1% in any hour, except under conditions of service disruption. For access to or egress from the AT&T long distance network, the blocking rate shall not exceed 0.5% in any hour, except under conditions of service disruption.

16.2.5.5.2 **Blocked Dial Tone**

16.2.5.5.2.1 Blocked dial tone occurs when the subscriber does not receive dial tone within 3 seconds of going off-hook.

16.2.5.5.2.2 Customers shall not experience more than 0.1% dial tone blocking during average busy season busy hour (ABSBH).

16.2.5.5.3 **Downtime**

Downtime is the period of time that a system is in a failed state.

16.2.5.5.3.1 The average downtime for all subscriber Loop Combinations shall be less than 49 minutes per year. The maximum downtime for 99% of all subscriber Loop Combinations shall be less than 74 minutes per year.

16.2.5.5.3.2 The average downtime for an end office switch shall be less than 3 minutes per year. The average downtime for individual trunks shall be less than 28 minutes per year. The average downtime for digital trunk groups shall be less than 20 minutes per year. The average downtime for an individual line appearance at the switch shall be less than 28 minutes per year. The average downtime for a Remote Terminal (RT) shall be less than 17 minutes per year. The average downtime for an individual line on a Remote Terminal (RT) shall be less than 13 minutes per year.

16.2.5.5.3.3 The mean time to repair (MTTR) of any equipment at an attended site shall be less than 3 hours. The mean time to repair (MTTR) of any equipment at an unattended site shall be less than 4 hours. 95% of all repairs to the network interface (NID) shall be completed within 24 hours.

16.2.5.5.3.4 There shall be no downtime due to power failures at the switch.

16.2.5.5.3.5 The probability of a stable call being cut off shall be less than 20 cutoffs per one million 1 minute calls.

16.2.5.5.3.6 The rate of ineffective machine attempts at the end office shall be less than 0.0005 (5 failures per 10,000 call attempts).

16.2.5.5.3.7 BellSouth shall meet all requirements for private line services in TR-NWT-000335, ANSI T1.512-1994, and AT&T Technical References as listed in this Section 13.2.

16.2.5.5.4 **Dial Tone Delay**

16.2.5.5.4.1 Dial-Tone Delay is the time period between a customer off-hook and the receipt of dial tone from an originating end office. Dial-Tone Delay has a significant effect on customer opinion of service quality.

16.2.5.5.4.2 The average dial-tone delay shall not exceed 0.6 seconds. At most 0.5% of calls during the average-season busy hour (ABSBH) shall experience dial-tone delay greater than 3 seconds. At most 8% of calls during the ten-high-day busy hour (THDBH) shall experience dial-tone delay greater than 3 seconds. At most 10% of calls during the high-day busy hour (HDBH) shall experience dial-tone delay greater than 3 seconds.

16.2.5.5.5 **Dial Tone Removal**

16.2.5.5.5.1 Dial tone removal is the time between recognition of the first address digit to the removal of dial tone on the line.

16.2.5.5.5.2 The maximum dial tone removal interval shall be ≤ 500 milliseconds.

16.2.5.5.6 **Post Dial Delay**

16.2.5.5.6.1 Post Dial Delay (PDD) is the amount of time a caller must wait after entering or dialing the last digit of a Destination Telephone Number (DTN) before hearing a valid audible network response. The PDD for an end user is measured from the time the caller has pressed or dialed the last digit of a DTN until receipt of an audible network response.

16.2.5.5.6.2 The requirements given reflect an end-to-end CCS7 protocol for AT&T end users. Where a mixture of CCS7 and inband (MF) signaling protocols are employed, an increase in the PDD can be expected.

16.2.5.5.6.2.1 **PDD 1 - A - Intra AT&T LSO**

16.2.5.5.6.2.1.1 Intra-LSO calls do not employ external signaling protocols. The PDD for intra-LSO calls flows are dependent upon the processor cycle time and traffic load conditions. This PDD is assumed to be between customers on the same AT&T LSO, between the Remote Switch Modules (RSMs) on the same Host, or between an RSM and 5ESS Host customers.

16.2.5.5.6.2.1.2 The objective for intra-LSO PDD is less than 310 milliseconds for 50% of all calls and less than 460 milliseconds for 95% of all calls.

16.2.5.5.6.2.2 **PDD1 - B - AT&T LSO to Another AT&T Local LSO**

16.2.5.5.6.2.2.1 The signaling protocols from an AT&T LSO to another AT&T LSO are assumed to employ out-of-band Common Channel Signaling System 7 (CCS7) format. Local calls, that is, calls from an AT&T LSO to another AT&T LSOs are assumed to have no more than one pair of Signaling Transfer Point Switches (STPSs) and no more than one data base dip.

16.2.5.5.6.2.2.2 This PDD is expected to be better than the AT&T Long Distance objective with an average PDD of ≤ .870 seconds with 95% ≤ 1.34 seconds.

16.2.5.5.6.2.3 **PDD1 - C - AT&T LSO to Other LSO**

16.2.5.5.6.2.3.1 Calls from an AT&T LSO to other LSOs are dependent upon the interface agreements between AT&T and the LSO service provider

and may employ CCS7, inband (MF) or a combination of both protocols.

16.2.5.5.6.2.3.2 Calls from an AT&T LSO to another LSO via the Public Switched Telecommunications Network (PSTN), using end-to-end CCS7 signaling protocols, can expect to meet the AT&T PDD objectives of an average of 2.0 seconds with 95% in ≤ 2.5 seconds. Calls from an AT&T LSO via the PSTN to LSOs outside the local service area are assumed to use CCS7 signaling protocols to the AT&T #4ESS.™ The egress signaling protocols from the AT&T Switched Network (ASN) to the many different local telephone company service providers however does not necessarily utilize CCS7 signaling. There are three basic egress signaling configuration. They are:

16.2.5.5.6.2.3.2.1 Network Inter-Connect, CCS7 between AT&T and the local telephone company.

16.2.5.5.6.2.3.2.2 Inband Multifrequency (MF) signaling protocols without a BellSouth egress tandem in the connection.

16.2.5.5.6.2.3.2.3 Inband MF signaling protocols with a BellSouth egress tandem in the connection.

13.2.4.6.3.2.3.2.3.1 Calls from an AT&T LSO to other LSOs outside the local service area are assumed to have multiple STPSs for 1+ traffic in the access and ASN portion of the connection. The egress from the ASN for 1+ traffic is again dependent upon the interface agreements in that service area and may consist of CCS7 or inband MF protocols.

13.2.4.6.3.2.3.2.3.2 Calls from an AT&T's LSO to another AT&T LSO with a mixture of CCS7 or all inband signaling protocols are expected to receive PDDs on the average of 2,9 seconds with 95% in ≤ 6.5 seconds.

16.2.5.5.6.2.4 **PDD2 - AT&T LSO to Operator Services**

16.2.5.5.6.2.4.1 The signaling protocols between an AT&T LSO and the AT&T ASN 5ESS® Operator Services Position Systems (OSPS) will employ IN-band Feature Group C Modified Operator Services Multifrequency signaling format. As with 1+ traffic, the egress from the ASN to the local service providers LSO is dependent upon the interface.

16.2.5.5.6.2.5 PDD2 - A - AT&T LSO to 5ESS® OSPS 0 Only

16.2.5.5.6.2.5.1 When a "0" has been entered by the customer, timing is applied in the absence of a DTMF "#". If a "#" is not entered, the objective is for the timer to expire in 4 seconds +/- 1 second. After the timer has

expired, or the "#" has been entered, the average PDD shall not exceed 2.2 seconds.

16.2.5.5.6.2.6 **PDD2 - B - 0 Plus Calls**

On calls where analysis of the first 6 digits (area code + central office code) is required, the PDD shall not exceed 2.0 seconds on the average, and 2.5 seconds in 95% of all occurrences. For calls that require analysis of the 10-digits CALLED number and the 7 digits of calling number (ANI, e.g. Automatic Charge Quotation Service) the PDD is expected to be 4.5 seconds on the average and < 5.0 seconds in 95% of all occurrences. These delays are based on the calling customer receiving a network response as described above, specifically the calling card alerting tone from the 5ESS® OSPS. The remaining call completion PDD to the DTN, after the customer has completed the Operator Service function, will take the form of the PDDs discussed in PDD1-C.

16.2.5.5.6.2.7 **Impact of Local Number Portability (LNP)**

Local Number Portability will increase PDDs. If a call forwarding option is used as an interim solution for LNP, the delay due to additional switching in the local access is estimated to be 0.3 seconds (mean) and 0.4 seconds (95th percentile) in addition to the PDDs described earlier. These estimates assumes CCS7 signaling between LSOs. If inband signaling is used between LSOs, the PDD will be increased by 1.9 to 3.6 (1.7+1.9) seconds compared to the PDDs provided in the section on Post Dial Delay.

16.2.5.5.6.2.8 **Custom Local Area Subscriber Services (CLASS)**

CLASS^{SM} features such as Calling Name Delivery can contribute to the PDD of a call. This delay is caused by the additional time (BellSouth option) before the ringing interval commences. This default delay is 3 seconds. Optional settings are available in 1 second intervals from 1 to 6 seconds. Calls to DTNs that have CLASS^{SM} features, particularly with calling name delivery, can expect to experience from 1 to 6 seconds (3 seconds default) of additional PDD compared to the PDDs shown for PDD1-C.

16.2.5.5.6.2.9 **Partial Dial Timing**

16.2.5.5.6.2.9.1 The interval between each information digit from a customer's line, until the LSO or switching system has determined that the digit string is incomplete.

16.2.5.5.6.2.9.2 For customer lines, partial dial timing shall be ≥ 16 seconds and ≤ 24 seconds. For trunks, inband signaling time-out shall be ≥ 5 seconds and ≤ 20 seconds.

16.2.5.6 **Local Switching**

BellSouth shall provide performance equal to or better than the requirements for Local Switching set forth in Bellcore LSSGR TR-TSY-000511. Post dial delay for connections to AT&T local operator services shall be no worse than Operator Services provided by BellSouth. Additionally, post dial delay from the Operator Services to destination numbers shall be no worse than that provided by BellSouth. Post dial delay for connections to AT&T local Directory Assistance Services shall be no worse than Directory Assistance Services provided by BellSouth. Additionally, post dial delay from the directory system to destination numbers shall be no worse than that provided by BellSouth. Specific requirements for the Data Switching function of Local Switching are in Section 5.3. In all cases the performance of Data Switching shall meet the general requirements stated in "General Performance Requirements." Allocation of impairments shall be negotiated between AT&T and BellSouth.

16.2.5.7 **Operator Systems**

Operator System connections shall comply with the requirements for the Loop Combination, Local Switching, Operator Service, and Directory Assistance Service requirements.

16.2.5.8 **Common Transport**

Specific requirements for this Network Element or Ancillary Function are in the Common Transport section. In all cases the performance of this Network Element shall meet the general requirements stated Section 16.2 of this Attachment 2. Allocation of impairments shall be negotiated between AT&T and BellSouth.

16.2.5.9 **Dedicated Transport**

Specific requirements for this Network Element are in the Dedicated Transport section. In all cases the performance of this Network Element shall meet the general requirements stated in "General Performance Requirements." Allocation of impairments shall be negotiated between AT&T and BellSouth.

16.2.5.10 **Signaling Transfer Points**

Specific requirements for this Network Element are in the Signaling Transfer Points section. In all cases the performance of this Network Element shall meet the general requirements stated in Section 16.2 of this Attachment 2. Allocation of impairments shall be negotiated between AT&T and BellSouth.

16.2.5.11 **Signaling Link Transport**

Specific requirements for this Network Element are in the Signaling Link Transport section. In all cases the performance of this Network Element shall meet the general requirements stated in "General Performance Requirements." Allocation of impairments shall be negotiated between AT&T and BellSouth.

16.2.5.12 **SCPs/Databases**

The performance requirements for databases (LNP, LIDB, E911, etc.) vary depending on the database and the application(s) it supports. Database-specific performance requirements are included in the sections addressing individual Network Elements and in applicable Bellcore documents. In all cases, the query response time, availability, accuracy, updating capabilities, and other performance parameters shall at least be at parity with those services as provided to BellSouth or other customer.

16.2.5.13 **Tandem Switching**

Specific requirements for this Network Element are in the Tandem Switching section. In all cases the performance of this Network Element shall meet the general requirements stated in Section 16.2 of this Attachment 2. Allocation of impairments shall be negotiated between AT&T and BellSouth.

16.2.6 **Test and Verification**

16.2.6.1 BellSouth shall permit AT&T to confirm acceptable performance of any Network Element.

16.2.6.1.1 At AT&T's request, BellSouth will provide access to the Network Element sufficient for AT&T to test the performance of that Network Element to AT&T's satisfaction.

16.2.6.1.2 At AT&T's request, BellSouth will perform tests to confirm acceptable performance and provide AT&T with documentation of test procedures and results acceptable to AT&T.

16.3 **Protection, Restoration, and Disaster Recovery**

16.3.1 **Scope:**

This Section refers specifically to requirements on the use of redundant network equipment and facilities for protection, restoration, and disaster recovery.

16.3.2 **Requirements**

16.3.2.1 BellSouth shall provide protection, restoration, and disaster recovery capabilities at parity with those capabilities provided for their own services, facilities and equipment (*e.g.*, equivalent circuit pack protection ratios, facility protection ratios).

16.3.2.2 BellSouth shall provide Network Elements and Ancillary Functions equal priority in protection, restoration, and disaster recovery as provided to their own services, facilities and equipment.

16.3.2.3 BellSouth shall provide Network Elements and Ancillary Functions equal priority in the use of spare equipment and facilities as provided to their own services, facilities and equipment.

16.3.2.4 On a nondiscriminatory basis as to other BellSouth customers, BellSouth shall restore Network Elements that are specific to AT&T end user customers on a priority basis as AT&T may designate.

16.4 **Synchronization**

16.4.1 **Definition**

Synchronization is the function which keeps all digital equipment in a communications network operating at the same average frequency. With respect to digital transmission, information is coded into discrete pulses. When these pulses are transmitted through a digital communications network, all synchronous Network Elements are traceable to a stable and accurate timing source. Network synchronization is accomplished by timing all synchronous Network Elements in the network to a stratum 1 source so that transmission from these network points have the same average line rate.

16.4.2 **Technical Requirements**

The following requirements are applicable to the case where BellSouth provides synchronization to equipment that AT&T owns and operates within a BellSouth location. In addition, these requirements apply to synchronous equipment that is owned by BellSouth and is used to provide a Network Element to AT&T.

16.4.2.1 The synchronization of clocks within digital networks is divided into two parts: intra-building and inter-building. Within a building, a single clock is designated as the Building Integrated Timing Supply (BITS), which provides all of the DS1 and DS0 synchronization references required by other clocks in such building. This is referred to as intra-building synchronization. The BITS receives synchronization references from remotely located BITS. Synchronization of BITS between buildings is referred to as inter-building synchronization.

16.4.2.2 To implement a network synchronization plan, clocks within digital networks are divided into four stratum levels. All clocks in strata 2, 3, and 4 are synchronized to a stratum 1 clock, that is, they are traceable to a stratum 1 clock. A traceable reference is a reference that can be traced back through some number of clocks to a stratum 1 source. Clocks in different strata are distinguished by their free running accuracy or by their stability during trouble conditions such as the loss of all synchronization references.

16.4.2.2.1 **Intra-Building**

16.4.2.2.1.1 Within a building, there are different kinds of equipment that require synchronization at the DS1 and DS0 rates. Synchronization at the DS1 rate is accomplished by the frequency synchronizing presence of buffer stores at various DS1 transmission interfaces. Synchronization at the DS0 rate is accomplished by using a composite clock signal that phase synchronizes the clocks. Equipment requiring DS0 synchronization frequently does not have adequate buffer storage to accommodate the phase variations among different equipment. Control of phase variations to an acceptable level is accomplished by externally timing all interconnecting DS0 circuits to a single clock source and by limiting the interconnection of DS0 equipment to less than 1,500 cable feet. Therefore, a BITS shall provide DS1 and composite clock signals when appropriate The composite signal is a 64-kHz $5/8^{th}$ duty cycle, return to zero with a bipolar violation every eighth pulse (B8RZ).

16.4.2.2.2 **Inter-Building**

16.4.2.2.2.1 BellSouth shall provide inter-building synchronization at the DS1 rate, and the BITS shall accept the primary and secondary synchronization links from BITS in other buildings. From hierarchical considerations, the BITS shall be the highest stratum clock within the building and BellSouth shall provide operations capabilities (this includes, but is not limited to: synchronization reference provisioning;

synchronization reference status inquiries; timing mode status inquiries; and alarm conditions).

16.4.3 **Synchronization Distribution Requirements**

16.4.3.1 Central office BITS shall contain redundant clocks meeting or exceeding the requirements for a stratum 2 clock as specified in ANSI T1.101-1994 and Bellcore *TR-NWT-001244 Clocks for the Synchronized Network: Common Generic Criteria.*

16.4.3.2 Central office BITS shall be powered by primary and backup power sources.

16.4.3.3 If both reference inputs to the BITS are interrupted or in a degraded mode (meaning off frequency greater than twice the minimum accuracy of the BITS, loss of frame, excessive bit errors, or in Alarm Indication Signal), then the stratum clock in the BITS shall provide the necessary bridge in timing to allow the network to operate without a frame repetition or deletion (slip free) with better performance than 1 frame repetition or deletion (slip) per week.

16.4.3.4 DS1s multiplexed into a SONET synchronous payload envelope within an STS-n (where n is defined in ANSI T1.105-1995) signal shall not be used as reference facilities for network synchronization.

16.4.3.5 The total number of Network Elements cascaded from the stratum 1 source shall be minimized.

16.4.3.6 A Network Element shall receive the synchronization reference signal only from another Network Element that contains a clock of equivalent or superior quality (stratum level).

16.4.3.7 BellSouth shall select for synchronization those facilities shown to have the greatest degree of availability (absence of outages).

16.4.3.8 Where possible, all primary and secondary synchronization facilities shall be physically diverse (this means the maximum feasible physical separation of synchronization equipment and cabling).

16.4.3.9 No timing loops shall be formed in any combination of primary and secondary facilities.

16.4.3.10 An Operations Support System (OSS) shall continuously monitor the BITS for synchronization related failures or degradation.

16.4.3.11 An OSS shall continuously monitor all equipment transporting synchronization facilities for synchronization related failures or degradation.

16.4.3.12 For non-SONET equipment, BellSouth shall provide synchronization facilities which, at a minimum, comply with the standards set forth in ANSI T1.101-1994.

16.4.3.13 For SONET equipment, BellSouth shall provide synchronization facilities that have time deviation (TDEV) for integration times greater than 0.05 seconds and less than or equal to 10 seconds, that is less than or equal to 10 nanoseconds. TDEV, in nanoseconds, for integration times greater than 10 seconds and less than 1000 seconds, shall be less than 3.1623 times the square-root of the integration time. For example, for integration times of 25 seconds, TDEV shall be less than 15.8 nanoseconds.

16.5 **SS7 Network Interconnection**

16.5.1 **Definition**

Figure 9 depicts Signaling System 7 (SS7) Network Interconnection. SS7 Network Interconnection is the interconnection of AT&T local Signaling Transfer Point Switches (STPS) and AT&T 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), AT&T local or tandem switching systems, and other third-party switching systems directly connected the to BellSouth SS7 network.

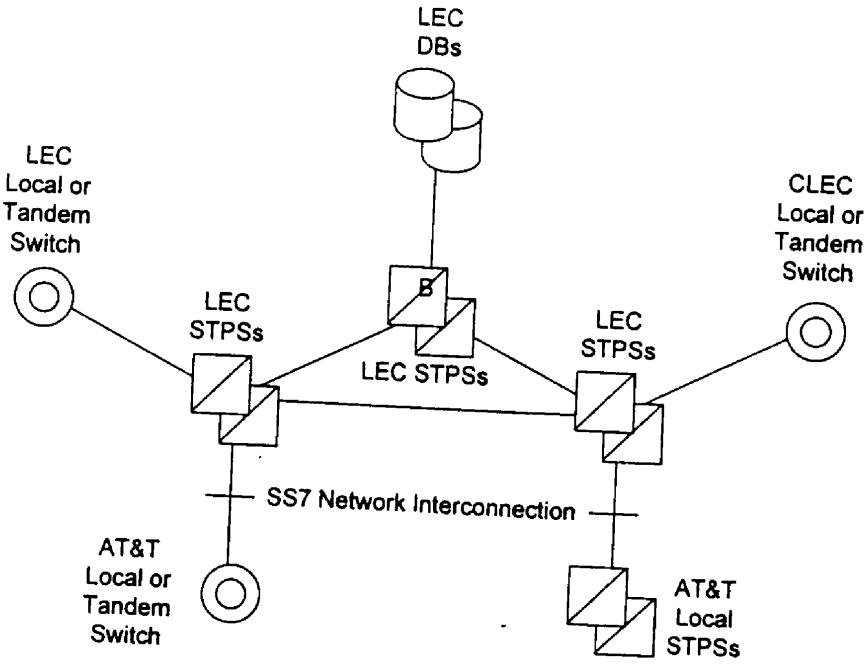


Figure 9. SS7 Network Interconnection

16.5.2 **Technical Requirements**

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

16.5.2.1.1 BellSouth local or tandem switching systems;

16.5.2.1.2 BellSouth DBs; and

16.5.2.1.3 Other third-party local or tandem switching systems.

16.5.2.2 The connectivity provided by SS7 Network Interconnection shall fully support the functions of BellSouth switching systems and DBs and AT&T or other third-party switching systems with A-link access to the BellSouth SS7 network.

16.5.2.3 In particular Figure 10 depicts a circumstance where SS7 Network Interconnection shall provide transport for certain types of Transaction Capabilities Application Part (TCAP) messages. If traffic is routed based on dialed or translated digits between an AT&T 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 AT&T local STPSs and BellSouth or other third-party local switch.

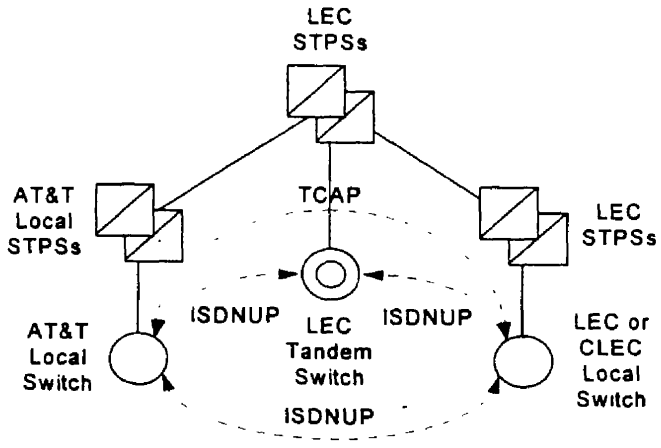


Figure 10. Interswitch TCAP Signaling for SS7 Network Interconnection

16.5.2.4 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).

16.5.2.5 SS7 Network Interconnection shall provide all functions of the MTP as specified in ANSI T1.111 (Reference 16.5, 16.5.4, 16.5.4.2). This includes:

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

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

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

16.5.2.6 SS7 Network Interconnection shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as specified in ANSI T1.112 (Reference 16.5, 16.5.4, 16.5.4.4). 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 AT&T local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a gateway pair of AT&T local STPSs, and shall not include SCCP Subsystem Management of the destination.

16.5.2.7 SS7 Network Interconnection shall provide all functions of the Integrated Services Digital Network User Part (ISDNUP), as specified in ANSI T1.113 (Reference 16.5, 16.5.4, 16.5.4.5).

16.5.2.8 SS7 Network Interconnection shall provide all functions of the TCAP, as specified in ANSI T1.114 (Reference 16.5, 16.5.4, 16.5.4.6).

16.5.2.9 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.

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

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

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

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

16.5.3 **Interface Requirements**

16.5.3.1 BellSouth shall offer the following SS7 Network Interconnection options to connect AT&T or AT&T-designated local or tandem switching systems or STPSs to the BellSouth SS7 network:

16.5.3.1.1 A-link interface from AT&T local or tandem switching systems; and

16.5.3.1.2 D-link interface from AT&T STPSs.

16.5.3.2 Each interface shall be provided by one or more sets (layers) of signaling links, as follows:

16.5.3.2.1 An A-link layer shall consist of two links, as depicted in Figure 11.

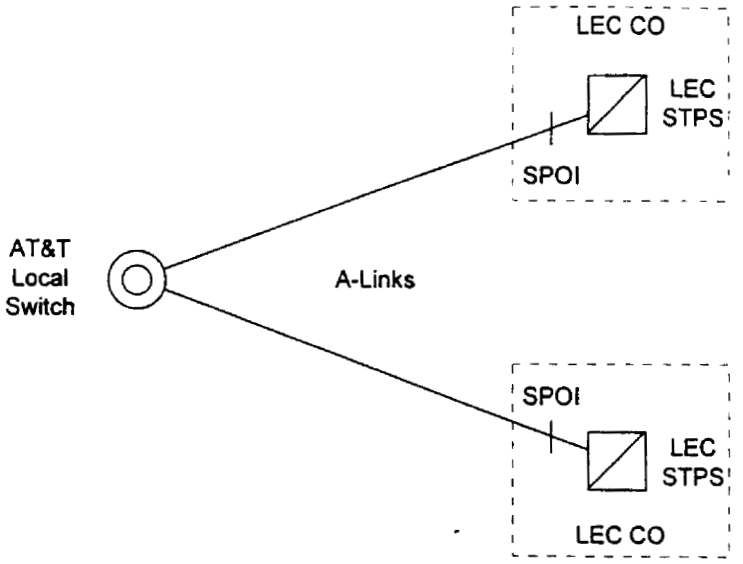


Figure 11. A-Link Interface

16.5.3.2.2 A D-link layer shall consist of four links, as depicted in Figure 12.

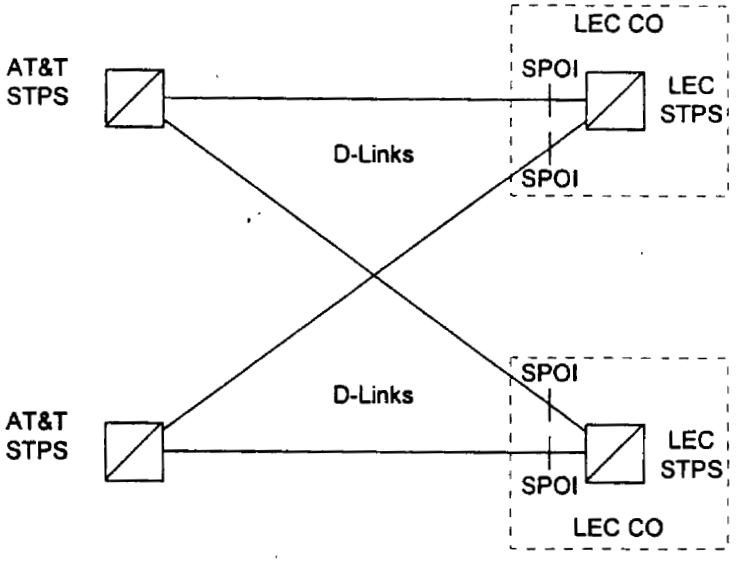


Figure 12. D-Link Interface

16.5.3.3 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 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 AT&T local switching systems or STPSs with BellSouth STPSs as soon as these become approved ANSI standards and available capabilities of BellSouth STPSs. BellSouth and AT&T will work jointly to establish mutually acceptable SPOI.

16.5.3.4 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 D-links in a layer connecting to a BellSouth STPS. BellSouth and AT&T will work jointly to establish mutually acceptable SPOI.

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

16.5.3.5.1 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);

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

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

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

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

16.5.4 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:

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

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

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

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

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

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

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

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

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

16.5.4.10 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);

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

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

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

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

16.6 **Network Interconnection**

16.6.1 **Technical Requirements**

16.6.1.1 When requested by AT&T, BellSouth shall provide interconnections between BellSouth Network Elements provided to AT&T and AT&T's network at transmission rates designated by AT&T, including, but not limited to DS1, DS3, and STS-1.

16.6.1.2 Traffic shall be combined and routed as follows:

16.6.1.2.1 BellSouth shall provide direct trunks for local and intraLATA traffic (except 911, directory assistance, operator services, and other services that may require special routing) and, at AT&T's request, BellSouth shall allow AT&T to route such traffic either directly to a BellSouth's tandem or directly to a BellSouth end-office.

16.6.1.2.2 At AT&T's request, BellSouth shall receive AT&T traffic destined to BellSouth Operator Systems Network Element, on trunks from an AT&T end-office or an AT&T tandem.

16.6.1.2.3 At AT&T's request, BellSouth shall receive AT&T CAMA-ANI (Centralized Automatic Message Accounting - Automatic Number identification) traffic destined to BellSouth B911 PSAPs, or E911 tandems, on trunks from an AT&T end-office.

16.6.1.2.4 **DELETED**

16.6.1.3 When requested by AT&T and a third party carrier, BellSouth shall provide interconnections between AT&T's network, and the other carrier's network through BellSouth network at transmission rates designated by AT&T, including, but not limited to DS1, DS3, and STS-1. BellSouth shall combine and route traffic to and from other local carriers and interLATA carriers through BellSouth network, and at AT&T's request, BellSouth shall record and keep records of such traffic for AT&T billing purposes.

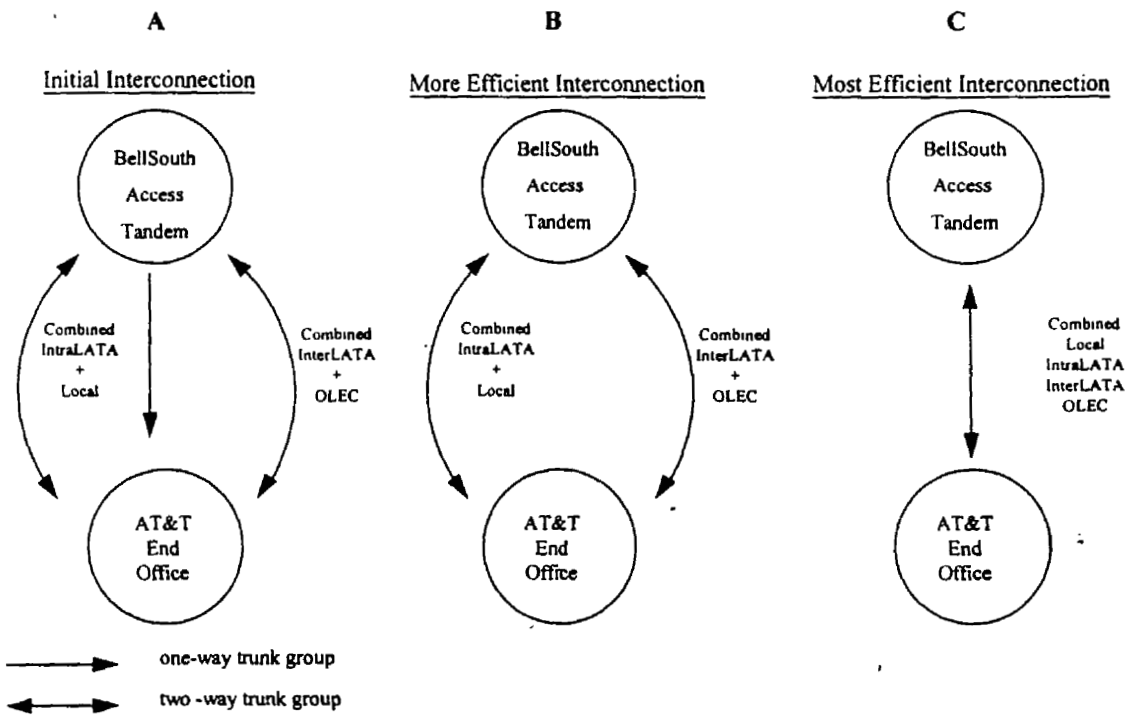
16.6.1.4 The parties agree to implement the most efficient trunking arrangement to exchange all traffic unless otherwise agreed. For

purposes of this Section, "most efficient" means the fewest number of trunks required to carry a forecasted load at P.01 grade of service. Initially, BellSouth will provide one-way trunk groups for completion of BellSouth originated local and intraLATA traffic and AT&T will provide two-way trunk groups for completion of AT&T originated local and intraLATA traffic. AT&T and BellSouth will continue to utilize existing separate two-way trunk groups for the origination and termination of interLATA traffic. This arrangement is depicted in Figure A.

BellSouth and AT&T each agree to use best efforts to implement the most efficient interconnection architecture. The parties agree to meet every six months for the duration of this Agreement commencing with the Effective Date to analyze the trunk recording capabilities and define the administration M&Ps by which Figure B can be properly implemented. When these M&Ps are agreed to by the parties, BellSouth and AT&T will utilize two way trunks for origination and termination of local and intraLATA traffic.

BellSouth and AT&T further agree to implement the most efficient trunking arrangement, as depicted by Figure C, within twelve (12) months of industry agreement on arrangements to pass Carrier Identification Codes on all calls exchanged between two different service providers' networks.

TRUNKING



16.6.1.5 **DELETED**

16.6.1.6 All trunking provided by BellSouth shall adhere to the applicable performance requirements set forth in Section 16.2 of Attachment 2.

16.6.1.7 At AT&T's request, BellSouth shall provide for overflow routing from a given high usage trunk group or groups onto another final tandem trunk group.

16.6.1.8 BellSouth and AT&T shall agree on the establishment of two-way trunk groups for the exchange of traffic for other IXCs. These trunk groups can be provided in a "meet point" arrangement.

16.6.1.9 Interconnection shall be made available upon AT&T's request at any technically feasible point of interface. All trunk interconnections shall be provided, including, SS7, MF, DTMF, DialPulse, PRI-ISDN (where available), DID (Direct Inward Dialing), CAMA-ANI, and trunking necessary so that interim LNP can be provided.

16.6.1.10 **Trunk Interface Requirements**

16.6.1.10.1 **B911/E911 Trunks**

16.6.1.10.1.1 **DELETED**

16.6.1.10.1.2 If a municipality has converted to E911 service, AT&T will forward 911 calls to the appropriate E911 primary tandem, along with ANI, based upon the current E911 end office to tandem homing arrangement as provided by BellSouth. If the primary tandem trunks are not available, AT&T will alternatively route the call to a designated 7-digit local number residing in the appropriate PSAP. This call will be transported over BellSouth's interoffice network and will not carry the ANI of the calling party, which is in parity with BellSouth's handling of 911 calls from its customers.

16.6.1.10.2 **S911 Trunks**

16.6.1.10.3 **Local Switch and Access Tandem Trunks**

16.6.1.10.3.1 BellSouth shall provide trunks groups provisioned exclusively to carry intraLATA traffic, as designated by AT&T.

16.6.1.10.3.2 BellSouth shall provide trunk groups provisioned exclusively to carry interLATA traffic, as designated by AT&T.

16.6.1.10.3.3 BellSouth shall provide SS7 trunks which provide SS7 interconnection. At AT&T's request, MF trunks may be substituted for SS7 trunks where applicable.

16.6.1.10.3.4 [BellSouth shall simultaneous route calls based on dialed digits (in accordance with the standard GR-317-CORE), and Carrier Identification Code (in accordance with the standard GR-394-CORE) over a single SS7 trunk group.]

16.6.1.10.4 **BellSouth Operator Services Trunk**

16.6.1.10.4.1 For traffic from BellSouth's network to AT&T for Operator Services, BellSouth shall provide one trunk group per NPA served by the local BellSouth switch.

16.6.1.10.4.2 BellSouth shall provide such trunks as one-way trunks from BellSouth network to the AT&T network.

16.6.2 Network Interconnection between BellSouth and AT&T shall meet or exceed all of the requirements for Network Interconnection set forth in the following technical references:

16.6.2.1 GR-317-CORE, Switching System generic requirements for Call Control Using the Integrated Services Digital Network User Part (ISDNUP), Bellcore, February, 1994;

16.6.2.2 GR-394-CORE, Switching System generic requirements for Interexchange Carrier Interconnection Using the Integrated Services Digital Network User Part (ISDNUP), Bellcore, February, 1994;

16.6.2.3 FR-NWT-000271, OSSGR Operator Services Systems generic requirements, Bellcore, 1994 Edition; and

16.6.2.4 FR-NWT-000064, LATA Switching Systems Generic Requirements (LSSGR), Bellcore, 1994 Edition.

16.7 **Basic 911 and E911**

16.7.1 **Definition**

Basic 911 and E911 is an additional requirement that provides a caller access to the applicable emergency service bureau by dialing a 3-digit universal telephone number (911).

16.7.2 **Requirements**

16.7.2.1 Basic 911 shall collect 911 calls from one or more local exchange switches that serve a geographic area. It shall then send these calls to the correct authority designated to receive such calls.

16.7.2.2 E911 shall provide additional routing flexibility for 911 calls. E911 shall use customer data, contained in the Automatic Location Identification/Data Management System (ALI/DMS), to determine to which Public Safety Answering Point (PSAP) to route the call.

16.7.2.3 **DELETED**

16.7.2.4 Basic 911 and E911 functions provided to AT&T shall be at least at parity with the support and services that BellSouth provides to its customers for such similar functionality.

16.7.2.5 Basic 911 and E911 access from Local Switching shall be provided to AT&T in accordance with the following:

16.7.2.5.1 BellSouth shall conform to all state regulations concerning emergency services;

16.7.2.5.2 BellSouth shall route calls to the appropriate PSAP.

16.7.2.5.3 For B911, BellSouth shall provide voice only to the appropriate PSAP.

16.7.2.5.4 For E911, BellSouth shall use the process as described in the E911 Local Exchange Carrier Guide for Facility-Based Providers (ALEC Guide) to update and maintain customer information in the ALI/DMS database. BellSouth shall provide and validate customer information resident or entered into the ALI/DMS database.

16.7.2.5.5 **DELETED**

16.7.2.6 Basic 911 and E911 access from the AT&T local switch shall be provided to AT&T in accordance with the following:

16.7.2.6.1 If required by AT&T, BellSouth shall interconnect direct trunks from the AT&T network to the B911 PSAP, or the E911 tandems as designated by AT&T. Such trunks may alternatively be provided by AT&T.

16.7.2.6.2 For E911, BellSouth, shall receive data from AT&T as described in the ALEC Guide (electronically via FTS or NDM) Errors will be mechanically faxed to AT&T shortly after the errors are detected by the update process. AT&T will transmit daily update files for "batch" processing within 24 hours of receipt of a "good file".

16.7.2.6.3 BellSouth shall provide AT&T with an initial Master Street and Address Guide (MSAG) (paper or magnetic tape) no later than [date to be provided] and will provide updates of this MSG quarterly.

16.8 **Electronic Interface**

BellSouth shall provide real time Electronic Interfaces ("EI") for transferring and receiving Service Orders and Provisioning data and materials (e.g., access Street Address Guide ("SAG") and Telephone Number Assignment database) as specified in Attachment 15. These interfaces shall be administered through a gateway that will serve as a point of contact for the transmission of such data from AT&T to BellSouth, and from BellSouth to AT&T. The requirements and implementation of such a date transfer system shall be negotiated in good faith by the parties as specified in Attachments 4, 5 and 15 of this Agreement. AT&T and BellSouth have agreed upon interim solutions described in Attachments 4, 5 and 15. Until such time as a gateway addressing Pre-Ordering and Provisioning interfaces is established, BellSouth shall provide AT&T Customers

with the same quality of service BellSouth provides itself, a subsidiary, an Affiliate or any other customer.

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SERVICE DESCRIPTION: ANCILLARY FUNCTIONS

1. **Introduction**

This Attachment sets forth the descriptions and requirements for Ancillary Functions that BellSouth agrees to offer to AT&T under this Agreement. AT&T may use any Ancillary Function to provide any feature, function, or service option that such Ancillary Function is capable of providing or any feature, function, or service option that is described in the technical references identified herein.

2. **Collocation**

2.1 **Definition** - Collocation means the right of AT&T to obtain space in BellSouth Premises and to place equipment in such spaces to interconnect with BellSouth network.

2.2 **Technical Requirements**

2.2.1 BellSouth shall provide space, as requested by AT&T, to meet AT&T's needs for placement of equipment, interconnection, or provision of service. AT&T and BellSouth will jointly establish a written business process within ninety (90) days after the execution this Agreement by which such space can be procured.

2.2.2 BellSouth shall provide intraoffice facilities (e.g., DS0, DS1, DS3, OC3, OC12, OC48, and STS-1 terminations) as requested by AT&T to meet AT&T's need for placement of equipment, interconnection, or provision of service.

2.2.3 BellSouth agrees to allow AT&T's employees and designated agents unrestricted access to AT&T dedicated space in manned BellSouth offices twenty-four (24) hours per day each day of the week. BellSouth may place reasonable security restrictions on access by AT&T's employees and designated agents to the AT&T collocated space in unmanned BellSouth offices. Notwithstanding, BellSouth agrees that such space shall be available to AT&T's employees and designated agents twenty-four (24) hours per day each day of the week. A security escort may be required in some locations for non-BellSouth personnel. AT&T agrees to ensure each employee, agent or contractor hired by and working on behalf of AT&T within BellSouth's central office openly wears a picture identification badge reflecting the individual's name, AT&T's name/logo or affiliation to AT&T.

2.2.4 AT&T may collocate the amount and type of equipment it deems necessary in its collocated space (e.g., AT&T utilizing its SONET termination equipment in the collocated space to provide a hub for

OC3/OC48 rings). BellSouth shall not restrict the types of equipment or vendors of equipment to be installed provided such equipment is used to provide Telecommunication Services. Such equipment must meet applicable industry standards.

2.2.5 BellSouth agrees to provide AT&T with interconnection of AT&T's collocated facilities to those of other carriers that are collocated in the same BellSouth Premise.

2.2.6 AT&T may select its own vendors for all required engineering and installation services associated with its collocated equipment (e.g., BellSouth shall not require AT&T to utilize BellSouth's internal engineering or installation work forces for the engineering and installation of AT&T's collocated equipment). Vendors utilized by AT&T must be on BellSouth's list of certified vendors.

2.2.7 BellSouth shall provide basic telephone service at the tariffed rate for basic service with a connection jack as requested by AT&T from BellSouth for the collocated space. Upon AT&T's request, this service shall be available at the AT&T collocated space on the day that the space is turned over to AT&T by BellSouth.

2.2.8 BellSouth shall provide adequate lighting, ventilation, power, heat, air conditioning, and other environmental conditions for AT&T's space and equipment. These environmental conditions shall adhere to Bell Communication Research (BellCore) Network Equipment-Building System (NEBS) standards TR-EOP-000063.

2.2.9 BellSouth shall provide access to eyewash stations, shower stations, bathrooms, and drinking water within the collocated facility on a twenty-four (24) hours per day, seven (7) days per week basis for AT&T personnel and its designated agents.

2.2.10 AT&T may request dual fiber entrance to the BellSouth Central Office. Where physically separate paths are not available, BellSouth will allow AT&T to provide physical separation of the fibers within the riser and/or support structure by the placement of conduit or similar covering around one of the entrance fibers. This covering will be no larger than necessary to accommodate the protection of this one fiber.

2.2.11 BellSouth shall ensure protection of AT&T's proprietary customer information. Any collocation arrangement shall include provisions for BellSouth protecting AT&T's proprietary information.

2.2.12 BellSouth shall participate in and adhere to negotiated service guarantees, DMOQs, and ISO reviews.

2.2.13 Within three (3) business days of AT&T's written request, BellSouth shall identify any known Environmental Hazard or Hazardous Materials in the space provided for placement of equipment and interconnection.

2.2.13.1 BellSouth shall allow AT&T to perform any environmental site investigations, including, but not limited to, asbestos surveys, which AT&T deems to be necessary in support of its collocation needs, at AT&T's expense.

2.2.13.2 If the space provided for the placement of equipment, interconnection, or provision of service contains an Environmental Hazard 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 AT&T's consideration.

2.2.14 BellSouth shall provide AT&T with written notice five (5) business days prior to those instances where BellSouth or its subcontractors may be performing work in the general area of the collocated space occupied by AT&T, or in the general area of the AC and DC power plants which support AT&T equipment that may directly impact AT&T's equipment arrangement, facilities, or power supply. BellSouth will inform AT&T by telephone of any emergency related activity that BellSouth or its subcontractors may be performing in the general area of the collocated space occupied by AT&T, or in the general area of the AC and DC power plants which support AT&T equipment that may directly impact AT&T's equipment arrangement, facilities, or power supply. Notification of such emergency related activity shall be made immediately prior to the start of the activity so that AT&T can take any action required to monitor or protect its service.

2.2.15 BellSouth shall construct the collocated space in compliance with AT&T's collocation request for cable holes, ground bars, doors, and convenience outlets. Any deviation to AT&T's request will be jointly negotiated with BellSouth.

2.2.16 AT&T and BellSouth will complete an acceptance walk through of all collocated space requested from BellSouth. BellSouth will correct any deviations to AT&T's original or jointly amended request within five (5) business days after the walk through or a negotiated time frame, depending on the magnitude of the deviation, at BellSouth's expense. Any other additions or changes to the original or jointly amended request will be at AT&T's expense.

2.2.17 The Point of Termination bay will be part of cage walls of AT&T's designated space. The logistics and floor plan drawing will be discussed at the first joint planning meeting as referenced in 2.2.18 below.

2.2.18 A joint planning meeting between BellSouth and AT&T will commence within a maximum of thirty (30) days from BellSouth's receipt of a complete and accurate firm order and the payment of agreed to fees. The parties will exchange the following information at such meeting and establish scheduling for multi-site installations:

2.2.18.1 Telephone Equipment drawings depicting the exact path with dimensions, for AT&T Outside Plant Fiber ingress and egress into collocated space.

2.2.18.2 Power feeder fuse slot assignment on the BellSouth Battery Distribution Frame Bay.

2.2.18.3 Work restriction guidelines.

2.2.18.4 Contact access and escalation process to the following areas:

Engineering
Physical & Logical Security
Provisioning
Billing
Operations
Site and Building Managers
Environmental and Safety

2.2.19 BellSouth shall provide the AT&T selected certified equipment engineering vendor access to the Engineering Records Mark-up and Assignment (ERMA) Database for certified vendor power supply assignments.

2.2.20 BellSouth shall provide positive confirmation to AT&T when construction of AT&T collocated space is 50% completed. This confirmation shall also include confirmation of the scheduled completion and turnover dates. AT&T agrees to place operational telecommunications equipment in the BellSouth Premises and connect with BellSouth's network within one-hundred eighty (180) days of the space turnover date. If AT&T fails to do so, AT&T forfeits their rights to use the space on the thirtieth day after BellSouth provides AT&T written notice of such failure and AT&T does not place operational telecommunications in the premises and connect with BellSouth's network by such thirtieth day. In any such event, AT&T shall be liable in an amount equal to the unpaid balance of any preparation charges due.

2.2.21 BellSouth will reimburse AT&T in an amount equal to the AT&T expenditures incurred as a result as a direct result of delays in the negotiated completion and turnover dates caused by BellSouth.

2.2.21.1 **DELETED**

2.2.21.2 **DELETED**

2.2.21.3 **DELETED**

2.2.21.4 **DELETED**

2.2.21.5 **DELETED**

2.2.22 Power as referenced in this document refers to any electrical power source supplied by BellSouth for AT&T equipment. It includes all superstructure, infrastructure, and overhead facilities, including, but not limited to, cable, cable racks and bus bars. BellSouth will supply power to support AT&T equipment at equipment specific DC and AC voltages. BellSouth shall supply power and power infrastructure to AT&T at parity with that provided by BellSouth to itself or to any third party. BellSouth's performance, availability, or restoration shall meet BellCore/NEBS standards. If BellSouth's performance, availability, or restoration fall below BellCore/NEBS standards, BellSouth will bring itself into compliance as soon as technologically feasible.

2.2.22.1 Central office power supplied by BellSouth into the AT&T equipment area, shall be supplied in the form of power feeders (cables) on cable racking into the designated AT&T equipment area. The power feeders (cables) shall efficiently and economically support the requested quantity and capacity of AT&T equipment. The termination location shall be as requested by AT&T. Any deviations will be jointly agreed upon by BellSouth and AT&T.

2.2.22.2 BellSouth shall provide power as requested by AT&T to meet AT&T's need for placement of equipment, interconnection, or provision of service.

2.2.22.3 BellSouth power equipment supporting AT&T's equipment shall:

2.2.22.3.1 Comply with applicable industry standards (e.g., BellCore, and NEBS or manufacturer's equipment power requirement specifications for equipment installation, and physical equipment layout. Manufacturer's cabling practices shall comply with industry standards that meet or exceed Bellcore or NEBS standards;

2.2.22.3.2 Have redundant power feeds with physical diversity and battery back-up at parity with that provided for similar BellSouth equipment;

2.2.22.3.3 **DELETED**

2.2.22.3.4 Provide central office ground, connected to a ground electrode located within the AT&T collocated space, at a location which meets BellSouth standards and is jointly agreed upon by the parties at the initial planning meeting identified in Section 2.2.18 of this Attachment 3; and

2.2.22.3.5 Provide feeder capacity and quantity to support the ultimate equipment layout for AT&T equipment in accordance with AT&T's collocation request.

2.2.22.3.6 BellSouth shall, within ten (10) days of AT&T's request:

2.2.22.3.6.1 Provide an installation sequence and access that will allow installation efforts in parallel without jeopardizing personnel safety or existing AT&T services;

2.2.22.3.6.2 **DELETED**

2.2.22.3.6.3 Provide cabling that adheres to Bell Communication Research (BellCore) Network Equipment-Building System (NEBS) standards TR-EOP-000063; and

2.2.22.3.6.4 Provide Lock Out-Tag Out and other electrical safety procedures and devices in conformance with the most stringent of OSHA or industry guidelines.

2.2.22.3.6.5 BellSouth will provide AT&T with written notification within ten (10) business days of any scheduled AC or DC power work or related activity in the collocated facility that will or might cause an outage or any type of power disruption to AT&T equipment located in BellSouth facility. BellSouth shall provide AT&T immediate notification by telephone of any emergency power activity that would impact AT&T equipment.

2.3 BellSouth will permit AT&T to inspect supporting documents for contracted work done on behalf of AT&T (i.e., AIA document G702).

2.4 **Physical Security Requirements**

2.4.1 BellSouth agrees to use card access readers (door locks) or equivalent that will provide an audit trail of persons entering doors of facilities that have AT&T equipment or equipment enclosures.

2.4.2 BellSouth will ensure that the building area which houses AT&T equipment is adequately secured and monitored to prevent entry.

BellSouth will provide timely notification to the AT&T personnel designated on AT&T's enclosures of an actual or attempted security breach to space housing AT&T equipment or AT&T enclosures when BellSouth has actual knowledge of an actual or threatened security breach.

2.5 Technical References - BellSouth agrees to comply with all BellCore and ANSI standards that are directly applicable to construct, supply and maintain collocation. Such standards include:

National Electrical Code (NEC)
NEBS Generic Engineering Requirements for System Assembly and Cable Distribution
Generic Requirements for -24, -48, -130, and -140 Volt Central Office Power Plant Rectifiers. (BellCore)

2.5.1 **DELETED**

2.5.2 **DELETED**

2.5.3 **DELETED**

2.5.4 **DELETED**

2.5.5 **DELETED**

2.5.6 **DELETED**

2.5.7 **DELETED**

2.5.8 **DELETED**

2.5.9 **DELETED**

2.5.10 **DELETED**

2.5.11 **DELETED**

3. **Rights of Way (ROW), Conduits and Pole Attachments**

This Section 3, Poles, Conduits and Rights-of-Way to Attachment Ancillary Functions to the Agreement sets forth the terms and conditions under which BellSouth shall afford to AT&T access to BellSouth's poles, ducts, conduits and Rights-of-way, pursuant to the Act.

3.1 **DEFINITIONS**

3.1.1 Definitions in General. Except as the context otherwise requires, the terms defined in this Section shall, as used in this Section, have the meanings set forth in 3.1.2 through 3.1.31.

3.1.2 **DELETED**

3.1.3 Anchor. The term "anchor" refers to a device, structure, or assembly which stabilizes a pole and holds it in place. An anchor assembly may consist of a rod and fixed object or plate, typically embedded in the ground, which is attached to a guy strand or guy wire, which, in turn, is attached to the pole. The term "anchor" does not include the guy strand which connects the anchor to the pole and includes only those anchors which are owned by BellSouth, as distinguished from anchors which are owned and controlled by other persons or entities.

3.1.4 Anchor/guy strand. The term "anchor/guy strand" refers to supporting wires, typically stranded together, or other devices attached to a pole and connecting that pole to an anchor or to another pole for the purpose of increasing pole stability. The term "anchor/guy strand" includes, but is not limited to, strands sometimes referred to as "anchor strands," "down guys," "guy strands," and "pole-to-pole guys."

3.1.5 Communications Act of 1934. The terms "Communications Act of 1934" and "Communications Act" refer to the Communications Act of June 19, 1934, 48 Stat. 1064, as amended, including the provisions codified as 47 U.S.C. Sections 151 et seq. The Communications Act includes the Pole Attachment Act of 1978, as defined in this Article 3.1.

3.1.6 Assigned. The term "assigned", when used with respect to conduit or duct space or pole attachment space, refers to any space in such conduit or duct or on such pole that is occupied by a telecommunications service provider or a municipal or other governmental authority. To ensure the judicious use of poles and conduits, space "assigned" to a telecommunications service provider must be physically occupied by the service provider, be it BellSouth or a new entrant, within twelve (12) months of the space being "assigned".

3.1.7 Available. The term "available", when used with respect to conduit or duct space or pole attachment space, refers to any usable space in such conduit or duct or on such pole not assigned to a specific provider at the applicable time.

3.1.8 Conduit occupancy. The terms "conduit occupancy" and "occupancy" refer to the presence of wire, cable, optical conductors, or other facilities within any portion of BellSouth's conduit system.

3.1.9 Conduit system. The term "conduit system" refers to any combination of ducts, conduits, manholes, and handholes joined to form an integrated whole. In this Section, the term refers to conduit systems owned or controlled by BellSouth.

3.1.10 Cost. The term "cost" as used herein refers to charges made by BellSouth to AT&T for specific work performed, and shall be (a) the actual charges made by subcontractors to BellSouth for work and/or, (b) if the work was performed by BellSouth employees, the rates set forth in Part 4 of this Agreement shall apply for such work.

3.1.11 Duct. The term "duct" refers to a single enclosed tube, pipe, or channel for enclosing and carrying cables, wires, and other facilities. As used in this Section, the term "duct" includes "inner ducts" created by subdividing a duct into smaller channels.

3.1.12 Facilities. The terms "facility" and "facilities" refer to any property or equipment utilized in the provision of telecommunication services.

3.1.13 The acronym "FCC" refers to the Federal Communications Commission.

3.1.14 Inner-Duct. The term "inner-duct" refers to a pathway created by subdividing a duct into smaller channels.

3.1.15 **DELETED**

3.1.16 Licensee. The term "licensee" refers to a person or entity which has entered or may enter into an agreement or arrangement with BellSouth permitting such person or entity to place its facilities in BellSouth's conduit system or attach its facilities to BellSouth's poles or anchors.

3.1.17 Lashing. The term "lashing" refers to the attachment of a licensee's sheath or inner-duct to a supporting strand.

3.1.18 License. The term "license" refers to any license issued pursuant to this Agreement and may, if the context requires, refer to conduit occupancy or pole attachment licenses issued by BellSouth prior to the date of this Agreement.

3.1.19 Make-Ready work. The term "make-ready work" refers to all work performed or to be performed (including administrative processing as described in 3.8.4) to prepare BellSouth's conduit systems, poles or

anchors and related facilities for the requested occupancy or attachment of AT&T's facilities. "Make--Ready work" includes, but is not limited to, clearing obstructions (e.g., by "rodding" ducts to ensure clear passage), the rearrangement, transfer, replacement, and removal of existing facilities on a pole or in a conduit system where such work is required solely to accommodate AT&T's facilities and not to meet BellSouth's business needs or convenience. "Make--Ready work" may require "dig-ups" of existing facilities and may include the repair, enlargement or modification of BellSouth's facilities (including, but not limited to, conduits, ducts, handholes and manholes) or the performance of other work required to make a pole, anchor, conduit or duct usable for the initial placement of AT&T's facilities.

3.1.20 Manhole. The term "manhole" refers to an enclosure, usually below ground level and entered through a hole on the surface covered with a cast iron or concrete manhole cover, which personnel may enter and use for the purpose of installing, operating, and maintaining facilities in a conduit.

3.1.21 Occupancy. The term "occupancy" shall refer to the physical presence of telecommunication facilities in a duct, on a pole, or within a Right-of-Way.

3.1.22 Person acting on AT&T's behalf. The terms "person acting on AT&T's behalf," "personnel performing work on AT&T's behalf," and similar terms include both natural persons and firms and ventures of every type, including, but not limited to, corporations, partnerships, limited liability companies, sole proprietorships, and joint ventures. The terms "person acting on AT&T's behalf," "personnel performing work on AT&T's behalf," and similar terms specifically include, but are not limited to, AT&T, its officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, and other persons or entities performing services at the request of or as directed by AT&T and their respective officers, directors, employees, agents, and representatives.

3.1.23 Person acting on BellSouth's behalf. The terms "person acting on BellSouth's behalf," "personnel performing work on BellSouth's behalf," and similar terms include both natural persons and firms and ventures of every type, including but not limited to corporations, partnerships, limited liability companies, sole proprietorships, and joint ventures. The terms "person acting on BellSouth's behalf," "personnel performing work on BellSouth's behalf," and similar terms specifically include, but are not limited to, BellSouth, its officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, and other persons or entities performing services at the request or on behalf of BellSouth

and their respective officers, directors, employees, agents, and representatives.

3.1.24 Pole. The term "pole" refers to both utility poles and anchors but only to those utility poles and anchors owned or controlled by BellSouth, and does not include utility poles or anchors with respect to which BellSouth has no legal authority to permit attachments by other persons or entities.

3.1.25 Pole Attachment Act. The terms "Pole Attachment Act" and "Pole Attachment Act of 1978" refer to those provisions of the Communications Act of 1934, as amended, now codified as 47 U.S.C. § 224.

3.1.26 Prelicense survey. The term "prelicense survey" refers to all work and activities performed or to be performed to determine whether there is adequate capacity on a pole or in a conduit or conduit system (including manholes and handholes) to accommodate AT&T's facilities and to determine what make-ready work, if any, is required to prepare the pole, conduit or conduit system to accommodate AT&T's facilities.

3.1.27 Right of Way (ROW). The term "right of way" refers to the right to use the land or other property of another party to place poles, conduits, cables, other structures and equipment, or to provide passage to access such structures and equipment. A Right of Way may run under, on, or above public or private property (including air space above public or private property) and may include the right to use discrete space in buildings, building complexes, or other locations.

3.1.28 Sheath. The term "sheath" refers to a single outer covering containing communications wires, fibers, or other communications media.

3.1.29 Spare Capacity. The term "spare capacity" refers to any pole attachment space, conduit, duct or inner-duct not currently assigned or subject to a pending application for attachment/occupancy. Spare capacity does not include an inner-duct (not to exceed one inner-duct per party) reserved by BellSouth, AT&T, or a third party for maintenance, repair, or emergency restoration.

3.1.30 State. When capitalized, the term "State" (as used in terms such as "this State") refers to the State of Georgia.

3.1.31 Third Party. The terms "third party" and "third parties" refer to persons and entities other than AT&T and BellSouth. Use of the term "third party" does not signify that any such person or entity is a party to this Agreement or has any contractual rights hereunder.

3.1.32 **DELETED**

3.1.33 **DELETED**

3.1.33.1 **DELETED**

3.1.33.2 **DELETED**

3.1.33.3 **DELETED**

3.1.33.4 **DELETED**

3.2 **DELETED**

3.3 **DELETED**

3.3.1 **DELETED**

3.3.2 **DELETED**

3.3.2.1 **DELETED**

3.3.2.2 **DELETED**

3.3.2.3 **DELETED**

3.3.2.4 **DELETED**

3.3.2.5 **DELETED**

3.3.2.6 **DELETED**

3.3.3 **DELETED**

3.3.3.1 **DELETED**

3.3.3.2 **DELETED**

3.3.3.3 **DELETED**

3.3.4 **DELETED**

3.4 **SCOPE OF AGREEMENT**

3.4.1 Scope of Agreement. BellSouth shall provide AT&T with equal and nondiscriminatory access to pole space, conduits, ducts, and rights-of-way on terms and conditions equal to those provided by BellSouth to itself or to any other telecommunications service provider. Further, BellSouth shall not withhold or delay assignment of such facilities to AT&T because of the potential or forecasted needs of itself or other parties.

3.4.2 Attachments and Occupancies Authorized by this Section. BellSouth shall issue one or more licenses to AT&T authorizing AT&T to attach facilities to BellSouth's owned or controlled poles and to place facilities within BellSouth's owned or controlled conduits, ducts or rights-of-way under the terms and conditions set forth in this Section and the Telecommunications Act of 1996.

3.4.2.1 Unless otherwise provided herein, authority to attach facilities to BellSouth's owned or controlled poles, to place facilities within BellSouth's owned or controlled conduits, ducts or rights-of-way shall be granted only in individual licenses granted under this Section and the placement or use of such facilities shall be determined in accordance with such licenses and procedures established in this Section.

3.4.2.2 AT&T agrees that its attachment of facilities to BellSouth's owned or controlled poles, occupancy of BellSouth's owned or controlled conduits, ducts or rights-of-way shall take place pursuant to the licensing procedures set forth herein, and BellSouth agrees that it shall not unreasonably withhold or delay issuance of such licenses.

3.4.2.3 **DELETED**

3.4.3 Subject to the terms and conditions set forth in this Section, BellSouth shall issue to AT&T one or more licenses authorizing AT&T to place or attach facilities in or to specified poles, conduits, ducts or rights-of-way owned or controlled by BellSouth located within this State on a first come, first served basis. If BellSouth determines that the pole, conduit or duct space specifically requested by AT&T is necessary to meet BellSouth's present needs, or is licensed by BellSouth to another licensee, or is otherwise unavailable based on engineering concerns, BellSouth shall have the right to designate the particular duct(s) to be occupied, the location and manner in which AT&T's facilities will enter and exit BellSouth's conduit system and the specific location and manner of installation for any associated equipment which is permitted by BellSouth to occupy the conduit system, provided that BellSouth shall provide written notice to AT&T within a reasonable time specifying in detail the reasons for denying AT&T's request. If AT&T disagrees with BellSouth's determination, the matter may be submitted to the Alternative Dispute Resolution Process, described in Attachment 1.

3.4.4 Access and Use of Rights-of-Way. BellSouth acknowledges that it is required by the Telecommunications Act of 1996 to afford AT&T access to and use of all associated rights-of-way to any sites where BellSouth's owned or controlled poles, manholes, conduits, ducts or other parts of BellSouth's owned or controlled conduit systems are located.

3.4.4.1 BellSouth shall provide AT&T with access to and use of such rights-of-way to the same extent and for the same purposes that BellSouth may access or use such rights-of-way, including but not limited to access for ingress, egress or other access and to construct, utilize, maintain, modify, and remove facilities for which pole attachment, conduit occupancy, or ROW use licenses have been issued, provided that any agreement with a third party under which BellSouth holds such rights expressly or impliedly grants BellSouth the right to provide such rights to others.

3.4.4.2 Where BellSouth notifies AT&T that a BellSouth's agreement with a third party does not expressly or impliedly grant BellSouth the ability to provide such access and use rights to others, upon AT&T's request, BellSouth will use its best efforts to obtain the owner's consent and to otherwise secure such rights for AT&T. AT&T agrees to reimburse BellSouth for the reasonable and demonstrable costs incurred by BellSouth in obtaining such rights for AT&T.

3.4.4.3 In cases where a third party agreement does not grant BellSouth the right to provide access and use rights to others as contemplated in 3.4.4.1 and BellSouth, despite its best efforts, is unable to secure such access and use rights for AT&T in accordance with 3.4.4.2, or, in the case where AT&T elects not to invoke its rights under 3.4.4.1 or 3.4.4.2, AT&T shall be responsible for obtaining such permission to access and use such rights-of-way. BellSouth shall cooperate with AT&T in obtaining such permission and shall not prevent or delay any third party assignment of ROWs to AT&T.

3.4.4.4 Where BellSouth has any ownership or rights-of-way to buildings or building complexes, or within buildings or building complexes, BellSouth shall offer to AT&T through a license or other agreement:

3.4.4.4.1 The right to use any available space owned or controlled by BellSouth in the building or building complex to install AT&T equipment and facilities; and

3.4.4.4.2 Ingress and egress to such space.

3.4.4.4.3 **DELETED**

3.4.5 Except to the extent necessary to meet the requirements of the Telecommunications Act of 1996, neither this Section nor any license granted hereunder shall constitute a conveyance or assignment of any of either party's rights to use any public or private rights-of-way, and nothing contained in this Section or in any license granted hereunder shall be construed as conferring on one party any right to interfere with the other party's access to any such public or private rights-of-way.

3.4.6 No Effect on BellSouth's Right to Convey Property. Nothing contained in this Section or in any license issued hereunder shall in any way affect the right of BellSouth to convey to any other person or entity any interest in real or personal property, including any poles, conduit or ducts to or in which AT&T has attached or placed facilities pursuant to licenses issued under this Section provided however that BellSouth shall give AT&T reasonable advance written notice of such intent to convey.

3.4.7 No Effect on BellSouth's Rights to Manage its Own Facilities. This Section shall not be construed as limiting or interfering with BellSouth's rights set forth below, except to the extent expressly provided by the provisions of this Section or licenses issued hereunder or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations:

3.4.7.1 To locate, relocate, move, replace, modify, maintain, and operate BellSouth's own facilities within BellSouth's conduits, ducts or rights-of way or any of BellSouth's facilities attached to BellSouth's poles at any time and in any reasonable manner which BellSouth deems appropriate to serve its customers, avail itself of new business opportunities, or otherwise meet its business needs; or

3.4.7.2 To enter into new agreements or arrangements with other persons or entities permitting them to attach or place their facilities to or in BellSouth's poles, conduits or ducts; provided, however, that such relocations, moves, replacements, modifications, maintenance and operations or new agreements or arrangements shall not substantially interfere with AT&T's pole attachment, conduit occupancy or ROW use, rights provided by licenses Issued pursuant to this Section .

3.4.8 No Effect on AT&T's Rights to Manage its Own Facilities. This Section shall not be construed as limiting or interfering with AT&T's rights set forth below, except to the extent expressly provided by the provisions of this Section or licenses issued hereunder or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations:

3.4.8.1 To locate, relocate, move, replace, modify, maintain, and operate its own facilities within BellSouth's conduits, ducts or rights-of-way or its facilities attached to BellSouth's poles at any time and in any reasonable manner which AT&T deems appropriate to serve its customers, avail itself of new business opportunities, or otherwise meet its business needs; or

3.4.8.2 To enter into new agreements or arrangements with other persons or entities permitting AT&T to attach or place its facilities to or in such other persons' or entities' poles, conduits or ducts, or rights-of-way; provided, however, that such relocations, moves, replacements, modifications,

maintenance and operations or new agreements or arrangements shall not conflict with AT&T's obligations under licenses issued pursuant to this Section .

3.4.9 No Right to Interfere with Facilities of Others. The provisions of this Section or any license issued hereunder shall not be construed as authorizing either party to this Section to rearrange or interfere in any way with any of the other party's facilities, with the facilities of other persons or entities, or with the use of or access to such facilities by such other party or such other persons or entities, except to the extent expressly provided by the provisions of this Section or any license issued hereunder or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations.

3.4.9.1 **DELETED**

3.4.9.2 AT&T acknowledges that the facilities of persons or entities other than BellSouth and AT&T may be attached to or occupy BellSouth's poles, conduits, ducts and rights-of-way.

3.4.9.3 BellSouth shall not attach, or give permission to any third parties to attach facilities to, existing AT&T facilities without AT&T's prior written consent. If BellSouth becomes aware of any such unauthorized attachment to AT&T facilities, BellSouth shall use its best efforts to rectify the situation as soon as practicable.

3.4.10 **DELETED**

3.4.10.1 With respect to facilities occupied by AT&T or the subject of an application for attachment by AT&T, BellSouth will give to AT&T 60 days' written notice for conduit extensions or reinforcements, 60 days' written notice for pole line extensions, 60 days' written notice for pole replacements, and 60 days' written notice of BellSouth's intention to construct, reconstruct, expand or place such facilities or of BellSouth's intention not to maintain or use any existing facility and, in the case of an existing facility which BellSouth elects not to maintain or use, BellSouth will grant to AT&T a right to maintain and use such facility. If an emergency or provision or an applicable joint use agreement requires BellSouth to construct, reconstruct, expand or replace poles, conduits or ducts occupied by AT&T or the subject of an application for attachment by AT&T, BellSouth will notify AT&T as soon as reasonably practicable of such proposed construction, reconstruction, expansion or replacement to enable AT&T, if it so desires, to request that a pole, conduit or duct of greater height or capacity be utilized to accommodate an anticipated facility need of AT&T.

3.4.10.2 At AT&T's expense, BellSouth shall remove any retired cable from conduit systems to allow for the efficient use of conduit space within a reasonable period of time. If the parties are unable to agree to such removal arrangements, the matter may be submitted to the Alternative Dispute Resolution Process, described in Attachment 1, by either party.

3.4.10.3 BellSouth shall allow AT&T for itself, or in conjunction with other telecommunications carriers, to reserve spares and space for maintenance and emergency purposes based on a one-year forecast. BellSouth shall reserve spares and space for maintenance and emergency purposes for itself based on a one-year forecast.

3.4.11 Assignment of Space. Assignment of space on poles, in conduits or ducts and within ROWs will be made pursuant to licenses granted by BellSouth on an equal basis to BellSouth, AT&T and other telecommunication service providers.

3.5 **REQUIREMENTS AND SPECIFICATIONS**

3.5.1 Published Standards Incorporated in this Section by Reference. AT&T agrees that its facilities shall be placed, constructed, maintained, repaired, and removed in accordance with current (as of the date when such work is performed) editions of the following publications, each of which is incorporated by reference as part of this Section :

3.5.1.1 The Blue Book Manual of Construction Procedures, Special Report SR-TAP-001421, published by Bell Communications Research, Inc. ("Bellcore"), and sometimes referred to as the "Blue Book";

3.5.1.2 The National Electrical Code (NEC); and

3.5.1.3 The National Electrical Safety Code (NESC).

3.5.2 Changes in Published Standards. AT&T agrees to rearrange its facilities in accordance with changes in the standards published in the publications specified in Article 3.5.1 of this Attachment if required by law to do so or upon the mutual agreement of the parties.

3.5.3 Additional Electrical Design Specifications. AT&T agrees that, in addition to specifications and requirements referred to in Articles 3.5.1-3.5.2 above, AT&T's facilities placed in BellSouth's conduit system shall meet all of the following electrical design specifications:

3.5.3.1 No facility shall be placed in BellSouth's conduit system in violation of FCC regulations.

3.5.3.2 AT&T's facilities placed in BellSouth's conduit system shall not be designed to use the earth as the sole conductor for any part of AT&T's circuits.

3.5.3.3 AT&T's facilities carrying more than 50 volts AC (rms) to ground or 135 volts DC to ground shall be enclosed in an effectively grounded sheath or shield.

3.5.3.4 No coaxial cable of AT&T shall occupy a conduit system containing BellSouth's cable unless such cable of AT&T meets the voltage limitations of Article 820 of the National Electrical Code.

3.5.3.5 AT&T's coaxial cable may carry continuous DC voltages up to 1800 volts to ground where the conductor current will not exceed one-half amperes and where such cable has two separate grounded metal sheaths or shields and a suitable insulating jacket over the outer sheath or shield. The power supply shall be so designed and maintained that the total current carried over the outer sheath shall not exceed 200 micro amperes under normal conditions. Conditions which would increase the current over this level shall be cleared promptly.

3.5.3.6 Neither party shall circumvent the other party's corrosion mitigation measures. Each party's new facilities shall be compatible with the other party's facilities so as not to damage any facilities of the other party by corrosion or other chemical reaction.

3.5.4 Additional Physical Design Specifications. AT&T's facilities placed in BellSouth's conduit system must meet all of the following physical design specifications:

3.5.4.1 Cables bound or wrapped with cloth or having any kind of fibrous coverings or impregnated with an adhesive material shall not be placed in BellSouth's conduit or ducts.

3.5.4.2 The integrity of BellSouth's conduit system and overall safety of BellSouth's personnel and other personnel working in BellSouth's conduit system requires that "dielectric cable" be required when AT&T's cable facility utilizes an alternative duct or route that is shared in the same trench by any current carrying facility of a power utility.

3.5.4.3 New construction splices in AT&T's fiber optic and twisted pair cables shall be located in manholes, pull boxes or handholes.

3.5.5 Additional Specifications Applicable to Connections. The following specifications apply to connections of AT&T's conduit to BellSouth's conduit system:

3.5.5.1 AT&T will be permitted to connect its conduit or duct only at the point of a BellSouth manhole. No attachment will be made by entering or breaking into conduit between manholes. All necessary work to install AT&T facilities will be performed by AT&T or its contractor at AT&T's expense. In no event shall AT&T or its contractor "core bore" or make any other modification to BellSouth manhole(s) without the prior written approval of BellSouth, which approval will not be unreasonably delayed or withheld.

3.5.5.2 BellSouth may monitor, at AT&T's expense, the entrance and exit of AT&T's facilities into BellSouth's manholes and the placement of AT&T's facilities in BellSouth's manholes.

3.5.5.3 If AT&T constructs or utilizes a duct connected to BellSouth's manhole, the duct and all connections between that duct and BellSouth's manhole shall be sealed, to the extent practicable, to prevent the entry of gases or liquids into BellSouth's conduit system. If AT&T's duct enters a building, it shall also be sealed where it enters the building and at all other locations necessary to prevent the entry of gases and liquids from the building into BellSouth's conduit system.

3.5.6 Requirements Relating to Personnel, Equipment, Material, and Construction Procedures Generally. Duct clearing, rodding or modifications required to grant AT&T access to BellSouth's conduit systems may be performed by BellSouth at AT&T's expense at charges which represent BellSouth's actual costs. Alternatively (at AT&T's option) such work may be performed by a contractor who demonstrates compliance with BellSouth certification requirements, which certification requirements shall be consistent with FCC rules. The parties acknowledge that AT&T, its contractors, and other persons acting on AT&T's behalf will perform work for AT&T (e.g., splicing AT&T's facilities) within BellSouth's conduit system. AT&T represents and warrants that neither AT&T nor any person acting on AT&T's behalf shall permit any person to climb or work on or in any of BellSouth's poles or to enter BellSouth's manholes or work within BellSouth's conduit system unless such person has the training, skill, and experience required to recognize potentially dangerous conditions relating to pole or the conduit systems and to perform the work safely.

3.5.6.1 AT&T's facilities within BellSouth's conduit system shall be constructed, placed, rearranged, modified, and removed upon receipt of license specified in 3.7.1. However, no such license will be required for the , inspection, maintenance, repair or non-physical modifications of AT&T's facilities.

3.5.6.2 "Rodding" or clearing of ducts in BellSouth's conduit system shall be done only when specific authorization for such work has been obtained in advance from BellSouth, which authorization shall not be unreasonably delayed or withheld by BellSouth. The parties agree that such rodding or clearing shall be performed according to existing industry standards and practices. AT&T may contract with BellSouth for performance of such work or (at AT&T's option) with a contractor who demonstrates compliance with BellSouth certification requirements.

3.5.6.3 Personnel performing work on BellSouth's or AT&T's behalf in BellSouth's conduit system shall not climb on, step on, or otherwise disturb the other party's or any third party's cables, air pipes, equipment, or other facilities located in any manhole or other part of BellSouth's conduit system.

3.5.6.4 Personnel performing work on BellSouth's or AT&T's behalf within BellSouth's conduit system (including any manhole) shall, upon completing their work, make reasonable efforts to remove all tools, unused materials, wire clippings, cable sheathing and other materials brought by them to the work site.

3.5.6.5 All of AT&T's facilities shall be firmly secured and supported in accordance with Bellcore and industry standards.

3.5.6.6 AT&T's facilities shall be plainly identified with AT&T's name in each manhole with a firmly affixed permanent tag that meets standards set by BellSouth for its own facilities.

3.5.6.7 Manhole pumping and purging required in order to allow AT&T's work operations to proceed shall be performed by AT&T or its contractor in compliance with BellSouth Practice Sec. 620-145-011BT, "Manhole Contaminants, Water, Sediment or Debris Removal and Reporting Procedures," and any amendments, revisions or supplements thereto and in compliance with all regulations and standards established by the United States Environmental Protection Agency and by any applicable state or local environmental regulators.

3.5.6.8 Planks or other types of platforms shall not be installed using cables, pipes or other equipment as a means of support. Platforms shall be supported only by cable racks.

3.5.6.9 Any leak detection liquid or device used by AT&T or personnel performing work on AT&T's facilities within BellSouth's conduit system shall be of a type approved by BellSouth or Bellcore.

3.5.6.10 When AT&T or personnel performing work on AT&T's behalf are working within or in the vicinity of any part of BellSouth's poles or conduit system

which is located within, under, over, or adjacent to streets, highways, alleys or other traveled rights-of-way, AT&T and all personnel performing work on AT&T's behalf shall follow procedures which AT&T deems appropriate for the protection of persons and property. AT&T shall be responsible, at all times, for determining and implementing the specific steps required to protect persons and property at the site. AT&T will provide all traffic control and warning devices required to protect pedestrian and vehicular traffic, workers and property from danger. AT&T has sole responsibility for the safety of all personnel performing work on AT&T's behalf, for the safety of bystanders, and for insuring that all operations conform to current OSHA regulations and all other governmental rules, ordinances or statutes. BellSouth reserves the right to suspend AT&T's activities on, in or in the vicinity of BellSouth's poles or conduit system if, in BellSouth's reasonable judgment, any hazardous condition arises due to the activity (including both acts and omissions) of AT&T or any personnel performing work on AT&T's behalf, which suspension shall cease when the condition has been rectified.

3.5.6.11 Except for protective screens, no temporary cover shall be placed by AT&T or personnel performing work on AT&T's behalf over an open manhole unless it is at least four feet above the surface level of the manhole opening.

3.5.6.12 Smoking or the use of any open flame is prohibited in BellSouth's manholes, in any other portion of BellSouth's conduit system, or within 10 feet of any open manhole entrance; provided that this provision will not prohibit the use of spark producing tools such as electric drills, fusion splicers, etc.

3.5.6.13 Artificial lighting, when required, will be provided by AT&T. Only explosion-proof lighting fixtures shall be used.

3.5.6.14 Neither AT&T nor personnel performing work on AT&T's behalf shall allow any combustible gas, vapor, liquid, or material to accumulate in BellSouth's conduit system (including any manhole) during work operations performed within or in the vicinity of BellSouth's conduit system.

3.5.6.15 AT&T will abide by any laws, regulations or ordinances regarding the use of spark producing tools, equipment or devices in BellSouth's manholes, in any other portions of BellSouth's conduit system, or within 10 feet of any open manhole opening. This includes, but is not limited to, such tools as electric drills and hammers, meggers, breakdown sets, induction sets, and the like.

3.5.6.16 **DELETED**

3.5.7 Opening of Manholes. The following requirements apply to the opening of BellSouth's manholes and the authority of BellSouth personnel present when work on AT&T's behalf is being performed within or in the vicinity of BellSouth's conduit system.

3.5.7.1 BellSouth's manholes shall be opened only as permitted by BellSouth's authorized employees or agents, which permission shall not be unreasonably denied or delayed.

3.5.7.2 AT&T shall notify BellSouth forty-eight (48) hours in advance of any routine work operation requiring entry into any of BellSouth's manholes.

3.5.7.3 AT&T shall be responsible for obtaining any necessary authorization from appropriate authorities to open manholes for conduit work operations therein.

3.5.7.4 BellSouth's authorized employee or agent shall not direct or control the conduct of AT&T's work at the work site. The presence of BellSouth's authorized employee or agent at the work site shall not relieve AT&T or personnel performing work on AT&T's behalf of their responsibility to conduct all work operations within BellSouth's conduit system in a safe and workmanlike manner.

3.5.7.5 Although BellSouth's authorized employee or agent shall not direct or control the conduct of AT&T's work at the work site, BellSouth's employee or agent shall have the authority to suspend AT&T's work operations within BellSouth's conduit system if, in the reasonable discretion of such BellSouth employee or agent, it appears that any hazardous conditions arise or any unsafe practices are being followed by AT&T or personnel performing work on AT&T's behalf.

3.5.8 OSHA Compliance: Notice to BellSouth of Unsafe Conditions. AT&T agrees that:

3.5.8.1 Its facilities shall be constructed, placed, maintained, repaired, and removed in accordance with the Occupational Safety and Health Act (OSHA) and all rules and regulations promulgated thereunder;

3.5.8.2 All persons acting on AT&T's behalf, including but not limited to AT&T's employees, agents, contractors, and subcontractors shall, when working on or within BellSouth's poles or conduit system, comply with OSHA and all rules and regulations thereunder;

3.5.8.3 AT&T shall establish appropriate procedures and controls to assure compliance with all requirements of this section; and

3.5.8.4 AT&T (and any person acting on AT&T's behalf) may report unsafe conditions on, in or in the vicinity of BellSouth's poles or conduit system to BellSouth.

3.5.9 Compliance with Environmental Laws and Regulations.

AT&T acknowledges that, from time to time, environmental contaminants may enter BellSouth's conduit system and accumulate in manholes or other conduit facilities and that certain conduits (transite) are constructed with asbestos-containing materials. Before AT&T is required to make a commitment with respect to available space, AT&T shall have the right but not the duty to sample for asbestos conduits and other facilities it may need to puncture, abrade or otherwise disturb to determine whether or not to accept such space. If BellSouth has knowledge of the presence of such contaminants in a conduit for which AT&T has applied for or holds a license, BellSouth will promptly notify AT&T of such fact (i) in a manner that is at least equal to the notice BellSouth provides to its employees and (ii) in accordance with applicable laws and regulations.

BellSouth makes no representations to AT&T or personnel performing work on AT&T's behalf that BellSouth's conduit system or any specific portions thereof will be free from environmental contaminants at any particular time. The acknowledgments and representations set forth herein are not intended to relieve BellSouth of any liability which it would otherwise have under applicable law for the presence of environmental contaminants in its conduit facilities. AT&T agrees to comply with the following provisions relating to compliance with environmental laws and regulations:

3.5.9.1 AT&T's facilities shall be constructed, placed, maintained, repaired, and removed in accordance with all applicable federal, state, and local environmental statutes, ordinances, rules, regulations, and other laws, including but not limited to the Resource Conservation and Recovery Act (42 U.S.C. §§ 9601 et. seq.), the Toxic Substance Control Act (15 U.S.C. §§ 2601-2629), the Clean Water Act (33 U.S.C. §§ 1251 et. seq.), and the Safe Drinking Water Act (42 U.S.C. §§ 300f-300j).

3.5.9.2 All persons acting on AT&T's behalf, including but not limited to AT&T's employees, agents, contractors, and subcontractors, shall, when working on, within or in the vicinity of BellSouth's poles or conduit system, comply with all applicable federal, state, and local environmental laws, including but not limited to all environmental statutes, ordinances, rules, and regulations.

3.5.9.3 AT&T shall establish appropriate procedures and controls to assure compliance with all requirements of this section. BellSouth will be

afforded a reasonable opportunity to review such procedures and controls and provide comments that will be reasonably considered in advance of their implementation. Review and comment by BellSouth pursuant to this section will be provided in a timely manner.

3.5.9.4 AT&T and all personnel performing work on AT&T's behalf shall comply with such standards and practices as BellSouth and AT&T may from time to time mutually agree to adopt to comply with environmental laws and regulations including, without limitation, BellSouth Practice Sec. 620-145-011BT, "Manhole Contaminants, Water, Sediment or Debris Removal and Reporting Procedures". Pursuant to this practice, neither AT&T nor BellSouth nor personnel performing work on either party's behalf shall discharge water or any other substance from any BellSouth manhole or other conduit facility onto public or private property, including any storm water drainage system, without first testing such water or substance for contaminants in accordance with mutually agreed standards and practices and determining that such discharge would not violate any environmental law, create any environmental risk or hazard, or damage the property of any person. Proper handling and disposal of any waste material from a BellSouth manhole by AT&T or its contractor shall be the responsibility of AT&T. No such waste material shall be deposited on BellSouth premises for storage or disposal.

3.5.10 Compliance with Other Governmental Requirements. AT&T agrees that its facilities attached to BellSouth's facilities shall be constructed, placed, maintained, and removed in accordance with the ordinances, rules, and regulations of any governing body having jurisdiction of the subject matter. AT&T shall comply with all statutes, ordinances, rules, regulations and other laws requiring the marking and lighting of aerial wires, cables and other structures to ensure that such wires, cables and structures are not a hazard to aeronautical navigation. AT&T shall establish appropriate procedures and controls to assure such compliance by all persons acting on AT&T's behalf, including but not limited to, AT&T's employees, agents, contractors, and subcontractors.

3.5.11 Differences in Standards or Specifications. To the extent that there may be differences in any applicable standards or specifications referred to in this Article 3.5, the most stringent standard or specification shall apply.

3.5.12 AT&T Solely Responsible for the Condition of Its Facilities. AT&T shall be responsible at all times for the condition of its facilities and its compliance with the requirements, specifications, rules, regulations, ordinances, and laws specified in 3.5.1-3.5.11 above. In this regard, BellSouth shall have no duty to AT&T to inspect or monitor the condition of AT&T's facilities (including but not limited to splices and other facilities connections)

located within BellSouth's conduit and ducts or any attachment of AT&T's facilities to BellSouth's poles, anchors, anchor/guy strands or other pole facilities. BellSouth may, however, conduct such inspections and audits of its poles and conduit system as BellSouth determines reasonable or necessary. Such inspection and audits shall be conducted at BellSouth's expense with the exception of (1) follow-up inspection to confirm remedial action after an observed AT&T violation of the requirements of this Agreement; and (2) inspection of AT&T facilities in compliance with a specific mandate of appropriate governmental authority for which inspections the cost shall be borne by AT&T. Either party may audit the other party's compliance with the terms of this Section . Observed safety hazards or imminent facility failure conditions of another party shall be reported to the affected party where such party can be readily identified.

3.5.13 Efficient use of Conduit. BellSouth will install inner-ducts to increase duct space in existing conduit as facilities permit. The full compliment of inner-ducts will be installed which can be accommodated under sound engineering principles. The number of inner-ducts which can reasonably be installed will be determined by BellSouth.

3.6 **ADDITIONAL LEGAL REQUIREMENTS**

3.6.1 **DELETED**

3.6.1.1 Licenses granted under this Section authorize AT&T to place facilities in, or attach facilities to, poles, conduits and ducts owned or controlled by BellSouth but do not affect the rights of landowners to control terms and conditions of access to their property.

3.6.1.2 AT&T agrees that neither AT&T nor any persons acting on AT&T's behalf, including but not limited to AT&T's employees, agents, contractors, and subcontractors, shall engage in any conduct which damages public or private property in the vicinity of BellSouth's poles or conduit system, interferes in any way with the use or enjoyment of public or private property except as expressly permitted by the owner of such property, or creates a hazard or nuisance on such property (including, but not limited to, a hazard or nuisance resulting from any abandonment or failure to remove AT&T's facilities or any construction debris from the property, failure to erect warning signs or barricades as may be necessary to give notice to others of unsafe conditions on the premises while work performed on AT&T's behalf is in progress, or failure to restore the property to a safe condition after such work has been completed).

3.6.2 Required Permits, Certificates and Licenses. AT&T shall be responsible for obtaining any building permits or certificates from governmental

authorities necessary to construct, operate, maintain and remove its facilities on public or private property.

3.6.2.1 AT&T shall not attach or place its facilities to or in BellSouth's poles, conduit or duct located on any property for which it or BellSouth has not first obtained all required authorizations.

3.6.2.2 BellSouth shall have the right to request evidence that all appropriate authorizations have been obtained. However, such request shall not delay BellSouth's prelicense survey work.

3.6.3 Lawful Purposes. All facilities placed by AT&T in BellSouth's conduit and ducts or on BellSouth's poles, anchors or anchor/guy strands must serve a lawful purpose and the uses made of AT&T's facilities must comply with all applicable federal, state, and local laws and with all federal, state, and local regulatory rules, regulations, and requirements. In this regard, AT&T shall not utilize any facilities occupying or attached to BellSouth's conduits, ducts or poles for the purpose of providing any services which it is not authorized by law to provide or for the purpose of enabling any other person or entity to provide any such services.

3.7 **FACILITIES AND LICENSES**

3.7.1 Licenses Required. Before placing any facilities in BellSouth's conduits or ducts or attaching any facilities to BellSouth's poles, anchors or anchor/guy strands, AT&T must first apply for and receive a written license from BellSouth. BellSouth shall not unreasonably deny or delay issuance of any license and, in any event, BellSouth shall issue such license within 20 business days from (i) submission of the license application if make-ready work is not required, or (ii) completion of make-ready work, if make-ready work is needed.

3.7.2 **DELETED**

3.7.3 Provision of Records and Information to AT&T.

3.7.3.1 In order to obtain information regarding facilities, AT&T shall make a written request to BellSouth, identifying with reasonable specificity the geographic area for which facilities are required, the types and quantities of the required facilities and the required in-service date. In response to such request, BellSouth shall provide AT&T with information regarding the types, quantity and location (which may be provided by provision of route maps and availability of BellSouth poles, conduit and right-of-way located within the geographic area specified by AT&T. Provision of information under the terms of this section shall include the right of AT&T employees or agents to inspect and copy engineering records or drawings which

pertain to those facilities within the geographic area identified in AT&T's request. Such inspection and copying shall be done at a time and place mutually agreed upon by the parties. AT&T may elect to be present at any field based survey of facilities identified pursuant to this paragraph and BellSouth shall provide AT&T at least forty-eight (48) hours notice prior to initiating such field survey. AT&T employees or agents shall be permitted to enter BellSouth manholes and inspect such structures to confirm usability and/or evaluate condition of the structure(s) with at least forty-eight (48) hours notice to BellSouth, with a BellSouth representative present and at AT&T's expense.

3.7.3.2 **DELETED**

3.7.3.3 **DELETED**

3.7.4 **MAKE-READY WORK**

3.7.4.1 If performed by BellSouth, make-ready work to accommodate AT&T's facilities shall be included in the normal work load schedule of BellSouth with construction responsibilities in the geographic areas where the relevant poles or conduit systems are located and shall not be entitled to priority, advancement, or preference over other work to be performed by BellSouth in the ordinary course of BellSouth's business.

3.7.4.2 If AT&T desires make-ready work to be performed on an expedited basis and BellSouth agrees to perform the work on such a basis, BellSouth shall recalculate the estimated make-ready charges. If AT&T accepts BellSouth's offer, AT&T shall pay such additional charges.

3.7.4.2.1 **DELETED**

3.7.4.2.2 **DELETED**

3.7.4.2.3 **DELETED**

3.7.4.3 All charges for make-ready work performed by BellSouth are payable in advance, with the amount of any such advance payment to be due within sixty (60) days after receipt of an invoice from BellSouth.

3.7.4.3.1 **DELETED**

3.7.4.3.2 **DELETED**

3.7.4.4 In lieu of obtaining performance of make-ready work by BellSouth, AT&T at its option may arrange for the performance of such work by a contractor certified by BellSouth to work on or in its facilities. Certification shall be granted based upon reasonable and customary criteria employed by

BellSouth in the selection of its own contract labor. Notwithstanding any other provisions of this Section, AT&T may not employ a contractor to accomplish make-ready work if BellSouth is likewise precluded from contractor selection under the terms of an applicable joint use agreement.

3.7.4.5 BellSouth will issue a license to AT&T at the time all make-ready work necessary to AT&T's attachment or occupancy has been completed.

3.7.5 Application Form and Fees. To apply for a license under this Section , AT&T shall submit to BellSouth two signed copies of an Application and Conduit Occupancy License form or an Application and Pole Attachment License form. BellSouth will process license applications in the order in which they are received; provided, however, that when AT&T has multiple applications on file with BellSouth, AT&T may designate its desired priority of completion of prelicense surveys and make-ready work with respect to all such applications.

3.7.5.1 Each application for a license under this Section shall specify the proposed route of AT&T's facilities and identify the conduits and ducts or poles and pole facilities along the proposed route in which AT&T desires to place or attach its facilities, and describe the physical size, weight and jacket material of the cable which AT&T desires to place in each conduit or duct or the number and type of cables, apparatus enclosures and other facilities which AT&T desires to attach to each pole.

3.7.5.2 Each application for a license under this Section shall be accompanied by a proposed (or estimated) construction schedule containing the information specified below in 3.10.1 of this Attachment, and an indication of whether AT&T will, at it's option, perform it's own make-ready work.

3.7.5.3 The parties agree to the establishment of a joint task force, consisting of representatives of AT&T and BellSouth, which will develop all procedures necessary to effectuate the provisions of this Section 3.7. Matters to be addressed by the joint task force include, without limitation, the development of time frames for BellSouth's provision of record information and availability determinations and for the processing of license applications; the establishment of guidelines to address the number of AT&T applications which may be processed simultaneously by BellSouth; and any other matters necessary to effectuate the provisions of this Section. The parties agree to negotiate in good faith to achieve agreement on all matters presented to the joint task force and to reduce said agreement to writing within sixty (60) calendar days from the Effective Date of this Agreement.

3.7.6 Multiple Cables, Multiple Services, Lashing or Placing Additional Cables, and Replacement of Facilities. AT&T may include multiple cable in a

single license application and multiple services (e.g., CATV and non-CATV services) may be provided by AT&T in the same cable sheath. AT&T's lashing additional cable to existing facilities and placing additional cables in conduits or ducts already occupied by AT&T's facilities shall be permitted, and no additional fees will be applied; provided, however, that if AT&T desires to lash additional cable to existing facilities of a third party AT&T shall provide BellSouth with reasonable notice, and shall obtain written permission from the owner of the existing facilities. If BellSouth determines that the requested lashing would violate safety requirements, BellSouth shall provide written notice to AT&T within a reasonable time specifying in detail BellSouth's findings. If AT&T disagrees with BellSouth's determination, the matter may be submitted to the Alternative Dispute Resolution Process, described in Attachment 1. If AT&T desires to place additional cables in conduits or ducts which are already occupied, or to replace existing facilities with new facilities substantially different from those described in licenses in effect, AT&T must apply for a acquire a new license specifically describing the physical size, weight and jacket material of the cable to be placed in BellSouth's conduits and ducts or the physical size, weight, and jacket type of cables and the size and weight of apparatus enclosures and other facilities to be attached to BellSouth's poles.

3.7.7 **DELETED**

3.7.8 Single Point of Contact. Each party hereby designates the employees named below as their single point of contact for any and all purposes of this Section , including, but not limited to, processing licenses and applications and providing records and information . Each party may at any time designate a new point of contact by giving written notice of such change.

[Title of Single Point of Contact]
[Address, phone and fax]

Anything to the contrary herein notwithstanding, notification of an emergency condition which poses an immediate threat to life or property or substantially impairs provisioning of BellSouth's service shall be reported to BellSouth by contacting:

[Name and Title]
[Address, phone and fax]

3.7.9 **DELETED**

3.8 **PROCESSING OF APPLICATIONS (INCLUDING PRELICENSE SURVEYS AND FIELD INSPECTIONS)**

3.8.1 AT&T's Priorities. When AT&T has multiple applications on file with BellSouth, AT&T shall designate its desired priority of completion of prelicense surveys and make-ready work with respect to all such applications.

3.8.2 Prelicense Survey. After AT&T has submitted its written application for a license, a prelicense survey (including a field inspection) will be performed by either party, in the company of a representative of the other party as mutually agreed, to determine whether BellSouth's poles, anchors and anchor/guy strands, or conduit system, in their present condition, can accommodate AT&T's facilities, without substantially interfering with the ability of BellSouth or any other authorized person or entity to use or access the pole, anchor or anchor/guy strand or any portion of BellSouth's conduit system or facilities attached to BellSouth's pole or placed within or connected to BellSouth's conduit system. If AT&T gives its prior written consent in writing, the determination of duct availability may include the "rodding" of ducts at AT&T's expense.

3.8.2.1 The purpose of the prelicense survey is to determine whether AT&T's proposed attachments to BellSouth's poles or occupancy of BellSouth's conduit and ducts will substantially interfere with use of BellSouth's facilities by BellSouth and others with facilities occupying, connected or attached to BellSouth's pole or conduit system; and to provide information to AT&T for its determination of whether the pole, anchor, anchor/guy strand, conduit, duct, or right-of-way is suitable for its use.

3.8.2.2 Based on information provided by BellSouth, AT&T shall determine whether BellSouth's pole, anchor, anchor/guy strand, conduit and duct facilities are suitable to meet AT&T's needs.

3.8.2.3 BellSouth may not unreasonably refuse to continue to process an application based on BellSouth's determination that AT&T's proposed use of BellSouth' s facilities will not be in compliance with applicable requirements, specifications, rules, regulations, ordinances, and laws. The parties shall submit the issue for resolution under the Alternative Dispute Resolution procedures specified in Attachment 1 to the Agreement. AT&T shall be responsible for making its own, independent determination that its use of such facilities will be in compliance with such requirements, specifications, rules, regulations, ordinances and laws. AT&T acknowledges that BellSouth is not explicitly or implicitly warranting to AT&T that AT&T's proposed use of BellSouth's facilities will be in

compliance with applicable requirements, specifications, rules, regulations, ordinances, and laws.

3.8.3 Environmental, health and safety inspections. Within a reasonable time period after AT&T has submitted its written application for a license, BellSouth shall provide AT&T with such information about environmental, health and safety inspections that is equal to the information that BellSouth retains and provides for the use of its employees who access rights of way, conduits and pole attachments. Nothing in this Section 3.8.3 is intended to create any additional liabilities that might otherwise exist with respect to environmental, health and safety inspections and to notices thereof.

3.8.4 Administrative Processing. The administrative processing portion of the prelicense survey (which includes without limitation processing the application, preparing make-ready work orders, notifying joint users and other persons and entities of work requirements and schedules, coordinating the relocation/rearrangement of BellSouth and/or other licensed facilities) will be performed by BellSouth at AT&T's expense. Anything to the contrary herein notwithstanding, BellSouth shall bear no responsibility for the relocation, rearrangement or removal of facilities used for the transmission or distribution of electric power.

3.8.5 **DELETED**

3.9 **ISSUANCE OF LICENSES**

3.9.1 Obligation to Issue Licenses. BellSouth shall issue a license to AT&T pursuant to this 3.9. BellSouth and AT&T acknowledge that each application for a license shall be evaluated on an individual basis. Nothing contained in this section shall be construed as abridging any independent pole attachment rights or conduit or duct access rights which AT&T may have under the provisions of any applicable federal or state laws or regulations governing access to BellSouth's poles, conduits and ducts, to the extent the same are not inconsistent with the Telecommunications Act of 1996. Each license issued hereunder shall be for an indefinite term, subject to AT&T's compliance with the provisions applicable to such license and further subject to AT&T's right to terminate such license at any time for any reason upon at least thirty (30) days' prior written notice.

3.9.2 Issuance of Licenses When No Make-Ready Work is Required. If BellSouth determines that no make-ready work is required,, BellSouth shall approve applications for pole attachment and conduit occupancy licenses and issue such licenses within twenty (20) business days of receipt of AT&T's application. .

3.9.3 Multiple Applications. AT&T acknowledges that multiple parties including BellSouth may seek to place their facilities in BellSouth's conduit and ducts at or about the same time, that the make-ready work required to prepare BellSouth's facilities to accommodate multiple applicants may differ from the make-ready work required to accommodate a single applicant, that issues relating to the proper apportionment of costs arise in multi-applicant situations that do not arise in single-applicant situations, and that cooperation and negotiations between all applicants and BellSouth may be necessary to resolve disputes involving multiple applications for permission to place facilities in/on the same pole, conduit, duct, or right-of-way.

3.9.3.1 All applications will be processed on a first-come, first served basis.

3.9.3.2 **DELETED**

3.9.3.3 **DELETED**

3.9.4 Agreement to Pay for All Make-Ready Work Completed. AT&T's submission of written authorization for make-ready work shall also constitute AT&T' s agreement to pay additional cost-based charges, if any, for completed make-ready work as provided in Article 3.7.4.3.

3.9.5 Payments to Others for Expenses Incurred in Transferring or Arranging Their Facilities. AT&T shall make arrangements with the owners of other facilities located in or connected to BellSouth's conduit system or attached to BellSouth's poles, anchors or anchor/guy strands regarding reimbursement for any expenses incurred by them in transferring or rearranging their facilities to accommodate the placement or attachment of AT&T's facilities in or to BellSouth's structures.

3.9.6 **DELETED**

3.9.7 **DELETED**

3.9.7.1 **DELETED**

3.9.7.2 **DELETED**

3.9.7.3 **DELETED**

3.9.7.4 **DELETED**

3.9.7.5 **DELETED**

3.9.8 Make-Ready Work on an Expedited Basis.

3.9.8.1.1 If AT&T requests that make-ready work be performed on an expedited basis, AT&T shall so advise BellSouth at the earliest opportunity.

3.9.8.1.2 If AT&T is willing to authorize BellSouth to perform make-ready work on an expedited basis, and if BellSouth agrees to perform the work on such a basis, BellSouth shall recalculate the estimated make-ready charges. If AT&T accepts BellSouth's offer, upon completion of the make-ready work AT&T shall pay such additional charges, if any.

3.9.9 License. When AT&T' s application for a pole attachment or conduit occupancy license is approved, and all required make-ready work completed, BellSouth will execute and return a signed authorization to AT&T, as appropriate, authorizing AT&T to attach or place the specified facilities on BellSouth's poles or in BellSouth's conduit or ducts.

3.9.9.1 Each license issued under this Section shall authorize AT&T to attach to BellSouth's poles or place or maintain in BellSouth's conduit or ducts only those facilities specifically described in the license, and no others.

3.9.9.2 Except as expressly stated to the contrary in individual licenses issued hereunder, each license issued pursuant to this Section shall incorporate all terms and conditions of this Section whether or not such terms or conditions are expressly incorporated by reference on the face of the license itself.

3.10 **CONSTRUCTION OF AT&T'S FACILITIES**

3.10.1 Construction Schedule. AT&T shall submit with AT&T's license application a proposed or estimated construction schedule. Promptly after the issuance of a license permitting AT&T to attach facilities to BellSouth's poles or place facilities in BellSouth's conduit or ducts, AT&T shall provide BellSouth with an updated construction schedule and shall thereafter keep BellSouth informed of significant anticipated changes in the construction schedule. Construction schedules required by this Section shall include, at a minimum, the following information:

3.10.1.1 The name, title, business address, and business telephone number of the manager responsible for construction of the facilities;

3.10.1.2 The names of each contractor and subcontractor which will be involved in the construction activities;

3.10.1.3 The estimated dates when construction will begin and end; and

3.10.1.4 The approximate dates when AT&T or persons acting on AT&T's behalf will be performing construction work in connection with the placement of AT&T's facilities in BellSouth's conduit or ducts.

3.10.2 Additional Pre-construction Procedures for Facilities Placed in Conduit System. The following procedures shall apply before AT&T places facilities in BellSouth's conduit system:

3.10.2.1 AT&T shall give written notice of the type of facilities which are to be placed; and

3.10.2.2 BellSouth shall provide to AT&T space in manholes for racking and storage of up to fifty (50) feet of cable, provided space is available.

3.10.3 **DELETED**

3.10.4 BellSouth Not Responsible for Constructing or Placing Facilities. BellSouth shall have no obligation to construct any facilities for AT&T or to attach AT&T's facilities to, or place AT&T's facilities in, BellSouth's poles or conduit system, except as may be necessary to facilitate the interconnection of unbundled network elements or except to the extent expressly provided in this Section , any license issued hereunder, or by the Telecommunications Act of 1996 or any other applicable law.

3.10.5 AT&T Responsible for Constructing, Attaching and Placing Facilities. Except where otherwise mutually agreed by AT&T and BellSouth, AT&T shall be responsible for constructing its own facilities and attaching those facilities to, or placing them in BellSouth's poles, conduit or ducts at AT&T's sole cost and expense. AT&T shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the construction and placement of AT&T's facilities and for directing the activities of all persons acting on AT&T's behalf while they are physically present on BellSouth's pole, in any part of BellSouth's conduit system or in the vicinity of BellSouth's poles or conduit system.

3.10.6 Compliance with Applicable Standards, Health and Safety Requirements, and Other Legal Requirements. AT&T shall construct its facilities in accordance with the provisions of this Section and all licenses issued hereunder.

3.10.6.1 AT&T shall construct, attach and place its facilities in compliance with all Requirements and Specifications set forth above in 3.5 of this Attachment.

3.10.6.2 AT&T shall satisfy all Legal Requirements set forth above in 3.6 of this Section .

3.10.6.3 AT&T shall not permit any person acting on AT&T's behalf to perform any work on BellSouth's poles or within BellSouth's conduit system without first verifying, to the extent practicable, on each date when such work is to be performed, that the condition of the pole or conduit system is suitable for the work to be performed. If AT&T or any person working on AT&T's behalf determines that the condition of the pole or conduit system is not suitable for the work to be performed, AT&T shall notify BellSouth of the condition of the pole or conduit system in question and shall not proceed with construction activities until AT&T is satisfied that the work can be safely performed.

3.10.7 Construction Notices. If requested to do so, AT&T shall provide BellSouth with information to reasonably assure BellSouth that construction has been performed in accordance with all applicable standards and requirements.

3.10.8 Points for Attachment. BellSouth shall specify, using the same selection criteria it uses for its own operating company, the point of attachment of each pole or anchor to be occupied by AT&T's facilities. When the facilities of more than one applicant are involved, BellSouth will attempt, to the extent practicable, to designate the same relative position on each pole or anchor for each applicant's facilities.

3.10.9 Manhole and Conduit Break-Outs. AT&T shall be permitted to add conduit ports to BellSouth manholes when existing conduits do not provide the pathway connectivity needed by AT&T; provided the structural integrity of the manhole is maintained, and sound engineering judgment is employed.

3.11 **USE AND ROUTINE MAINTENANCE OF AT&T'S FACILITIES**

3.11.1 Use of AT&T's Facilities. Each license granted under this Section authorizes AT&T to have access to AT&T's facilities on or in BellSouth's poles, conduits and ducts as needed for the purpose of serving AT&T's customers, including, but not limited to, powering electronics, monitoring facilities, or transporting signaling.

3.11.2 Routine Maintenance of AT&T's Facilities. Each license granted under this Section authorizes AT&T to engage in routine maintenance of AT&T's facilities located on or in BellSouth's poles, conduits, ducts and ROW pursuant to such license. AT&T shall give reasonable notice to the affected public authority or private landowner as appropriate before commencing the construction or installation of its attachments or making any material alterations thereto. AT&T shall give reasonable notice to BellSouth before performing any work, whether or not of a routine nature, in BellSouth's conduit system.

3.11.3 AT&T Responsible for Maintenance of AT&T's Facilities. AT&T shall maintain its facilities in accordance with the provisions of this Section (including but not limited to all Requirements set forth above in 3.5 of this Section) and all licenses issued hereunder. AT&T shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the maintenance of AT&T's facilities and for directing the activities of all persons acting on AT&T's behalf while they are physically present on BellSouth's poles, within BellSouth's conduit system or in the immediate vicinity of such poles or conduit system.

3.11.4 BellSouth Not Responsible for Maintaining AT&T's Facilities. BellSouth shall have no obligation to maintain any facilities which AT&T has attached or connected to, or placed in, BellSouth's poles, conduits, ducts or any portion of BellSouth's conduit system, except to the extent expressly provided by the provisions of this Section or any license issued hereunder, or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations.

3.11.5 Information Concerning the Maintenance of AT&T's Facilities. Promptly after the issuance of a license permitting AT&T to attach facilities to, or place facilities in BellSouth's poles, conduits or ducts, AT&T shall provide BellSouth with the name, title, business address, and business telephone number of the manager responsible for routine maintenance of AT&T's facilities, and shall thereafter notify BellSouth of changes to such information. The manager responsible for routine maintenance of AT&T's facilities shall, on BellSouth's request, identify any contractor, subcontractor, or other person performing maintenance activities on AT&T's behalf at a specified site and shall, on BellSouth's request, provide such additional documentation relating to the maintenance of AT&T's facilities as reasonably necessary to demonstrate that AT&T and all persons acting on AT&T's behalf are complying with the requirements of this Section and licenses issued hereunder.

3.11.6 Identification of Personnel Authorized to Have Access to AT&T's Facilities. All personnel authorized to have access to AT&T's facilities shall, while working on BellSouth's poles, in its conduit system or ducts or in the vicinity of such poles, ducts or conduit systems, carry with them suitable identification and shall, upon the request of any BellSouth employee, produce such identification.

3.12 **MODIFICATION AND REPLACEMENT OF AT&T'S FACILITIES**

3.12.1 Notification of Planned Modification or Replacement of Facilities. AT&T shall, when practicable, notify BellSouth in writing at least 60 days before

adding to, relocating, replacing or otherwise modifying its facilities attached to a BellSouth pole, anchor or anchor/guy strand or located in any BellSouth conduit or duct. The notice shall contain sufficient information to enable BellSouth to determine whether the proposed addition, relocation, replacement, or modification is permitted under AT&T's present license or requires a new or amended license.

3.12.2 New or Amended License Required. A new or amended license will be required if the proposed addition, relocation, replacement, or modification:

3.12.2.1 Requires that AT&T use additional space on BellSouth's poles or in its conduits or ducts (including but not limited to any additional ducts, inner ducts, or substantial space in any handhole or manhole) on either a temporary or permanent basis; or

3.12.2.2 Results in the size or location of AT&T's facilities on BellSouth's poles or in its conduit or ducts being appreciably different from those described and authorized in AT&T's present license (e.g. different duct or size increase causing a need to re-calculate storm loadings, guying, or pole class).

3.13 **REARRANGEMENT OF FACILITIES AT THE REQUEST OF ANOTHER**

3.13.1 Make-Ready Work at the Request of AT&T. If, prior to the issuance of a license, AT&T determines that any pole, anchor, anchor/guy strand, conduit or duct is inadequate to accommodate AT&T's proposed pole attachment or conduit occupancy or that it will be necessary or desirable for BellSouth or any other person or entity to rearrange existing facilities or structures to accommodate AT&T, AT&T shall promptly advise BellSouth of the make-ready work it believes necessary to enable the accommodation of AT&T's facilities.

3.13.1.1 BellSouth shall determine, in the exercise of sound engineering judgment, whether or what such make-ready work is necessary or possible. In determining whether make-ready work is necessary BellSouth shall endeavor to minimize its costs. If it is determined that such make-ready work is required, within twenty (20) business days of such determination BellSouth shall provide AT&T with the estimated costs for make-ready work and a Make Ready Due Date.

3.13.1.2 AT&T shall be solely responsible for negotiating with persons or entities other than BellSouth for the rearrangement of such persons' or entities' facilities or structures and, except where such rearrangement is for the benefit of BellSouth and/or other licensees as well as AT&T, shall be solely responsible for paying all charges attributable to the rearrangement of such facilities; provided, however, that if facilities rearrangements

require new licenses from BellSouth, BellSouth shall issue such licenses in conjunction with the issuance of the applied-for license to AT&T.

3.13.2 Rearrangement of AT&T's Facilities at BellSouth's Request. AT&T acknowledges that, from time to time, it may be necessary or desirable for BellSouth to change out poles, relocate, reconstruct, or modify portions of its conduit system or rearrange facilities contained therein or connected thereto and that such changes may be necessitated by BellSouth's business needs or authorized application of another entity seeking access to BellSouth's poles or conduit systems. AT&T agrees that AT&T will, upon BellSouth's request, and at BellSouth's expense, but at no cost to AT&T, participate with BellSouth (and other licensees) in the relocation, reconstruction, or modification of BellSouth's conduit system or facilities rearrangement. AT&T acknowledges that, from time to time, it may be necessary or desirable for BellSouth to change out poles, relocate, reconstruct, or modify portions of its conduit system or rearrange facilities contained therein or connected thereto as a result of an order by a municipality or other governmental authority. AT&T shall, upon BellSouth's request, participate with BellSouth (and other licensees) in the relocation, reconstruction, or modification of BellSouth's conduit system or facilities rearrangement and pay its proportionate share of any costs of such relocation, reconstruction, or modification that are not reimbursed by such municipality or governmental authority.

3.13.2.1 AT&T shall make all rearrangements of its facilities within such period of time as is jointly deemed reasonable by the parties based on the amount of rearrangements necessary and a desire to minimize chances for service interruption or facility-based service denial to an AT&T customer.

3.13.2.2 If AT&T fails to make the required rearrangements within the time prescribed in 3.13.2.1 preceding or within such extended periods of time as may be granted by BellSouth in writing, BellSouth may perform such rearrangements with written notice to AT&T, and AT&T shall reimburse BellSouth for actual costs and expenses incurred by BellSouth in connection with the rearrangement of AT&T's facilities; provided, however, that nothing contained in this Section or any license issued hereunder shall be construed as requiring AT&T to bear any expenses which, under the Telecommunications Act of 1996 or other applicable federal or state laws or regulations, are to be allocated to persons or entities other than AT&T; and provided further, however, that AT&T shall have no responsibility for rearrangement costs and expenses relating to rearrangements performed for the purpose of meeting BellSouth's needs.

3.14 **EMERGENCY REPAIRS AND POLE REPLACEMENTS**

3.14.1 Within sixty (60) days after the Effective Date of this Agreement, BellSouth and AT&T shall mutually agree on a non-discriminatory priority method to access BellSouth poles, conduit and ROW in emergency situations.

3.14.2 AT&T Responsible for Emergency Repairs to its Own Facilities. In general, AT&T shall be responsible for making emergency repairs to its own facilities and for formulating appropriate plans and practices which will enable it to make such emergency repairs. BellSouth shall be under no obligation to perform any repair or service restoration work of any kind with respect to AT&T's facilities.

3.14.3 **DELETED**

3.14.4 **DELETED**

3.14.5 **DELETED**

3.14.6 **DELETED**

3.14.6.1 **DELETED**

3.14.6.2 **DELETED**

3.14.6.3 **DELETED**

3.14.7 **DELETED**

3.14.7.1 **DELETED**

3.14.7.2 **DELETED**

3.14.7.3 **DELETED**

3.14.7.4 **DELETED**

3.14.8 **DELETED**

3.14.8.1 **DELETED**

3.14.8.2 **DELETED**

3.14.8.3 **DELETED**

3.14.8.4 **DELETED**

3.15 **INSPECTION BY BELLSOUTH OF AT&T'S FACILITIES**

3.15.1 BellSouth's Right to Make Periodic or Spot Inspections. BellSouth shall have the right to make periodic or spot inspections at any time of any part of AT&T's facilities attached to BellSouth's poles, anchors or anchor/guy strands or occupying any BellSouth conduit or duct for the limited purpose of determining whether AT&T's facilities are in compliance with the terms of this Section and licenses hereunder; provided that such inspections must be non-invasive (e.g., no splice cases may be opened).

3.15.1.1 BellSouth will give AT&T advance written notice of such inspections, and AT&T shall have the right to have a representative attend such inspections, except in those instances where safety considerations justify the need for such inspection without the delay of waiting until written notice has been forwarded to AT&T.

3.15.1.2 Such inspections shall be conducted at BellSouth's expense. Expense, provided, however, that AT&T shall bear the cost of inspections as delineated in 3.5.12.

3.15.2 **DELETED**

3.15.3 No Duty to AT&T. Neither the act of inspection by BellSouth of AT&T's facilities nor any failure to inspect such facilities shall operate to impose on BellSouth any liability of any kind whatsoever or to relieve AT&T of any responsibility, obligations or liability under this Section or otherwise existing.

3.16 **NOTICE OF NONCOMPLIANCE**

3.16.1 Notice of Noncompliance. If, at any time, BellSouth determines that AT&T's facilities or any part thereof have not been placed or maintained or are not being used in accordance with the requirements of this Attachment 3, BellSouth may send written notice to AT&T specifying the alleged noncompliance. AT&T agrees to acknowledge receipt of the notice as soon as practicable. If AT&T does not dispute BellSouth's assertion that such facilities are not in compliance, AT&T agrees to provide BellSouth with a schedule for bringing such facilities into compliance, to bring the facilities into compliance within a reasonable time, and to notify BellSouth in writing when the facilities have been brought into compliance.

3.16.2 Disputes over Alleged Noncompliance. If AT&T disputes BellSouth's assertion that AT&T's facilities are not in compliance, AT&T shall notify BellSouth in writing of the basis for AT&T's assertion that its facilities are in compliance.

3.16.3 Failure to Bring Facilities into Compliance. If AT&T has not brought the facilities into compliance within a reasonable time or provided BellSouth with proof sufficient to persuade BellSouth that BellSouth erred in asserting that the facilities were not in compliance, and if BellSouth determines in good faith that the alleged noncompliance causes or is likely to cause material damage to BellSouth's facilities or those of others users, BellSouth may, at its option and AT&T's expense, take such non-service affecting steps as may be required to bring AT&T's facilities into compliance, including but not limited to correcting any conditions which do not meet the specifications of 3.5 of this Section .

3.16.4 Correction of Conditions by BellSouth. If BellSouth elects to bring AT&T's facilities into compliance as provided by 3.16.3 of this Section, the provisions of this Section shall apply.

3.16.4.1 BellSouth will, whenever practicable, notify AT&T in writing before performing such work. The written notice shall describe the nature of the work to be performed and BellSouth's schedule for performing the work.

3.16.4.2 If AT&T's facilities have become detached or partially detached from supporting racks or wall supports located within a BellSouth manhole, BellSouth may, at AT&T's expense, reattach them but shall not be obligated to do so. If BellSouth does not reattach AT&T's facilities, BellSouth shall endeavor to arrange with AT&T for the reattachment of any facilities affected.

3.16.4.3 BellSouth shall, as soon as practicable after performing the work, advise AT&T in writing of the work performed or action taken. Upon receiving such notice, AT&T shall inspect the facilities and take such steps as AT&T may deem necessary to insure that the facilities meet AT&T's performance requirements.

3.16.5 AT&T to Bear Expenses. AT&T shall bear all expenses arising out of or in connection with any work performed to bring AT&T's facilities into compliance with this Section; provided, however that nothing contained in this Section or any license issued hereunder shall be construed as requiring AT&T to bear any expenses which, under applicable federal or state laws or regulations, must be borne by persons or entities other than AT&T. Disputes between the parties concerning charges by BellSouth to AT&T pursuant to 3.16.3 shall be resolved in accordance with the Alternative Dispute Resolution procedures set forth in Attachment 1 of the Agreement.

3.17 **UNAUTHORIZED OCCUPANCY OR UTILIZATION OF BELLSOUTH'S FACILITIES**

3.17.1 Licensing or Removal of Unauthorized Attachments. If any of AT&T's attachments shall be found attached to pole(s) or occupying conduit systems for which no license is outstanding, BellSouth, without prejudice to its other rights or remedies under this Agreement, including termination of licenses, may impose a charge and require AT&T to submit in writing, within thirty (30) days after receipt of written notification from BellSouth of the unauthorized attachment or conduit occupancy, a pole attachment or conduit occupancy license application. If such application is not received by BellSouth within the specified time period, AT&T may be required at BellSouth's option to remove its unauthorized attachment or occupancy within sixty (60) days of the final date for submitting the required application, or BellSouth may at BellSouth's option remove AT&T's facilities without liability, and the expense of such removal shall be borne by AT&T. Charges for any such unauthorized occupancy shall be equal to the applicable license fees and charges which would have been payable from and after the date such facilities were first placed on BellSouth's poles or in BellSouth's conduit system, if AT&T provides reasonable documentation of such placement. If AT&T is unable to provide such reasonable documentation the matter may be submitted to the Alternative Dispute Resolution Process, described in Attachment 1. If BellSouth prevails in such Alternative Dispute Resolution, then AT&T will pay two years worth of the applicable charges.

3.17.2 **DELETED**

3.17.2.1 **DELETED**

3.17.2.2 **DELETED**

3.17.2.3 Nothing contained in the Agreement or any license issued hereunder shall be construed as requiring AT&T to bear any expenses which, under applicable federal or state laws or regulations, must be borne by persons or entities other than AT&T.

3.17.3 Prompt Payment of Applicable Fees and Charges. Fees and charges for pole attachments and conduit system occupancies, as specified herein and as modified from time to time, shall be due and payable immediately whether or not AT&T is permitted to continue the pole attachment or conduit occupancy.

3.17.4 No Implied Waiver or Ratification of Unauthorized Use. No act or failure to act by BellSouth with regard to said unlicensed use shall be deemed as a ratification of the unlicensed use; and if any license should be

subsequently issued, said license shall not operate retroactively or constitute a waiver by BellSouth of any of its rights or privileges under this Agreement or otherwise; provided, however, that AT&T shall be subject to all liabilities, obligations and responsibilities of this Agreement in regard to said unauthorized use from its inception.

3.17.5 **DELETED**

3.18 **REMOVAL OF AT&T'S FACILITIES**

3.18.1 **DELETED**

3.18.1.1 **DELETED**

3.18.1.2 **DELETED**

3.18.1.3 **DELETED**

3.18.1.4 **DELETED**

3.18.1.5 **DELETED**

3.18.2 **DELETED**

3.18.3 **DELETED**

3.18.4 **DELETED**

3.18.5 **DELETED**

3.18.6 **DELETED**

3.18.7 **DELETED**

3.18.7.1 **DELETED**

3.18.7.2 **DELETED**

3.18.7.3 **DELETED**

3.18.7.4 **DELETED**

3.18.7.5 **DELETED**

3.18.8 **DELETED**

3.18.9 **DELETED**

3.18.10 **DELETED**

3.18.10.1 **DELETED**

3.18.10.2 **DELETED**

3.18.10.3 **DELETED**

3.18.11 **DELETED**

3.18.11.1 **DELETED**

3.18.11.2 **DELETED**

3.18.11.3 **DELETED**

3.18.12 **DELETED**

3.18.12.1 **DELETED**

3.18.12.2 **DELETED**

3.18.13 Pole Attachments. AT&T, at its expense, will remove its attachments from any of BellSouth's poles within thirty (30) days after termination of the license covering such attachments. If AT&T fails to remove its attachments within such thirty (30) day period, BellSouth shall have the right to remove such attachments at AT&T's expense and without any liability on the part of BellSouth for damage or injury to AT&T's attachments unless caused by the negligence or intentional misconduct of BellSouth.

3.18.14 Conduit Occupancy. AT&T, at its expense, will remove its communications facilities from a conduit system within sixty (60) days after:

3.18.14.1 Termination of the license covering such conduit occupancy; or

3.18.14.2 The date AT&T replaces its existing facilities in one duct with substitute facilities in another duct.

3.18.15 If AT&T fails to remove its facilities within the specified period, BellSouth shall have the right to remove such facilities at AT&T's expense and without any liability on the part of BellSouth for damage or injury to such facilities unless caused by the negligence or intentional misconduct of BellSouth.

3.18.16 Continuing Responsibility for Fees and Charges. AT&T shall remain liable for and pay to BellSouth all fees and charges pursuant to provisions of this Agreement until all of AT&T's facilities are physically removed from BellSouth's poles or conduit system.

3.19 **FEES, CHARGES, AND BILLING**

3.19.1 **DELETED**

3.19.2 **DELETED**

3.19.3 **DELETED**

3.19.4 **DELETED**

3.19.5 License Charges. License charges commence on the first day of the calendar month following the date a license is issued. Such charges cease as of the final day of the calendar month preceding the month in which the attachment or occupancy is physically removed or the utilization is discontinued. A one-month minimum charge is applicable to all licenses.

3.19.6 Notice of Rate and Computation of Charges. On or about November 1 of each year, BellSouth will notify AT&T by certified mail, return receipt requested, of the rental rate and pole transfer rate to be applied in the subsequent calendar year. The letter of notification shall be incorporated in, and governed by, the terms and conditions of this Agreement. Attachment and occupancy rates shall be applied to the number of pole(s) and duct feet of conduit for which licenses have been issued before December 1 of each calendar year. Charges for attachment(s) and occupancy which commenced during the preceding twelve (12) month period will be prorated accordingly.

3.20 **ADVANCE PAYMENT AND IMPUTATION**

3.20.1 **DELETED**

3.20.2 Attachment and Occupancy Fees. Fees for pole attachment and conduit occupancy shall be based on the facilities for which licenses have been issued as of the date of billing by BellSouth, shall be computed as set forth in Attachment 4 of this Agreement and shall be payable annually.

3.20.2.1 **DELETED**

3.20.2.2 Charges associated with newly licensed attachments or occupancies and other attachments or occupancies of less than the entire annual billing period shall be prorated.

3.20.2.3 Charges shall be prorated retroactively in the event of the removal of AT&T's facilities.

3.20.3 **DELETED**

3.20.3.1 **DELETED**

3.20.3.2 **DELETED**

3.20.4 The amount of any advance payment required under this Article 3.20 shall be due within sixty (60) days after receipt of an invoice from BellSouth.

3.20.5 Imputation. BellSouth shall impute to its costs of providing telecommunications services (and charge any affiliate, subsidiary, or associate company engaged in the provision of such services) an equal amount to the charges set forth in this Section for all of the conduits, ducts, and poles it occupies and uses.

3.21 **DELETED**

3.21.1 **DELETED**

3.21.1.1 **DELETED**

3.21.1.2 **DELETED**

3.21.1.3 **DELETED**

3.21.2 **DELETED**

3.21.3 **DELETED**

3.22 **ASSURANCE OF PAYMENT**

3.22.1 In the event AT&T fails to demonstrate credit worthiness, AT&T may be required to furnish a bond, letter of credit or other evidence of financial security having a minimum face amount of $10,000.00 per state or $50,000.00 per region. Such bond, letter of credit or other security shall be in a form satisfactory to BellSouth and may be increased from time to time as reasonably required by BellSouth to guarantee the performance of all obligations of AT&T hereunder. The amount of the bond, letter of credit or other security shall not operate as a limitation upon the obligations of AT&T hereunder.

EXHIBIT I

DELETED

EXHIBIT II

ADMINISTRATIVE FORMS AND NOTICES

This Exhibit II lists the types of administrative forms to be utilized in connection with this Section .

LIST OF ADMINISTRATIVE FORMS

Authorization for Make-Ready Work
Application and Conduit Occupancy License
Conduit System Diagram
Cable to Occupy Conduit
Equipment Housings to be Placed in manholes
Notification of Surrender or Modification of Conduit Occupancy License by Licenses
Notifications of Unauthorized Attachments by Applicant
Application and Pole Attachment License
Pole, Anchor and Guy Strand Details
Application and Unused Transmission Media License
Application Survey Data
Notification of Surrender or Modification of Pole Attachment License by Licenses

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7. Order Format and Data Elements for Individual Network Elements 6

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9. Performance Requirements 6

Provisioning and Ordering

1. Network Deployment

1.1 BellSouth shall deploy and maintain network facilities in all its serving areas in every LATA from and after the Effective Date of this Agreement as necessary to provide on a timely basis each of the Elements or Combinations thereof, as defined below, that BellSouth is required to offer to AT&T pursuant to this Agreement.

1.2 Throughout the term of this Agreement, the quality of the technology, equipment, facilities, processes, and techniques (including, without limitation, such new architecture, equipment, facilities, and interfaces as BellSouth may deploy) that BellSouth provides to AT&T under this Agreement shall be in accordance with standards or other measurements that are at least equal to the highest level that BellSouth provides or is required to provide by law and its own internal procedures.

2. General Provisioning Requirements

2.1 **DELETED**

2.2 Combinations, consistent with Section 1.A of the General Terms and Conditions of this Agreement, shall be identified and described by AT&T so that they can be ordered and provisioned together and shall not require the enumeration of each Element within that Combination on each provisioning order. Multiple individual Elements may be ordered by AT&T from BellSouth on a single order without the need to have AT&T send an order for each Element. Until Electronic Interfaces are in place to meet these requirements, AT&T and BellSouth will use best efforts to develop an interim process by no later than April 1, 1997 to meet these requirements.

2.3 **DELETED**

2.4 BellSouth shall provide provisioning services to AT&T equal to the provisioning services BellSouth provides to itself during normal business hours. If AT&T requests that BellSouth perform provisioning services at times or on days other than as set forth in the preceding sentence, BellSouth and AT&T shall mutually negotiate such provisioning including time interval and cost.

2.5 To ensure that AT&T's Customers have the same ordering experience as BellSouth's Customers:

2.5.1 BellSouth shall provide AT&T with the capability to have AT&T's Customer orders input to and accepted by BellSouth's Service Order Systems outside of normal business hours, twenty-four (24) hours a day, seven (7) days a week, the same as BellSouth's Customer orders received outside of normal business orders are input and accepted.

2.5.2 Such ordering and provisioning capability shall be provided via an electronic interface, except for scheduled electronic interface downtime. Downtime shall not be scheduled during normal business hours and shall occur during times where systems experience minimum usage.

2.5.3 Until the Electronic Interface is available, BellSouth shall provide Local Carrier Service Center (LCSC) and Interexchange Carrier Service Center (ICSC) order entry capability to AT&T.

2.6 BellSouth shall provide a Single Point of Contact (SPOC) for all ordering and provisioning contacts and order flow involved in the purchase and provisioning of the BellSouth's unbundled Elements or Combinations. BellSouth's SPOC shall provide to AT&T a toll-free nation-wide telephone number (operational from 8:00 a.m. to 5:00 p.m., Monday through Friday, within each respective continental U.S. time zone) which will be answered by capable staff trained to answer questions and resolve problems in connection with the provisioning of Elements or Combinations.

2.7 BellSouth will recognize AT&T as the customer of record of all Elements or Combinations ordered by AT&T and will send all notices, invoices and pertinent information directly to AT&T.

3. **Specific Provisioning Process Requirements**

3.1 When AT&T orders the Local Switching Elements (either individually or as part of a Combination), AT&T may also obtain all technically available features and functions from the specified BellSouth switch (e.g., BRCS, CLASS, and LASS features).

3.2 When requested by AT&T, BellSouth will schedule installation appointments on a non-discriminatory basis with the BellSouth representative on the line with AT&T's representative. When electronic interfaces are available, BellSouth will provide AT&T with access to BellSouth's scheduling system. Prior to AT&T sending BellSouth the first service order, AT&T shall review the procedures that all BellSouth service technicians who provide installation service for AT&T customers shall follow in all of their communications with AT&T customers. At a minimum, the aforementioned procedures shall assume that: (1) BellSouth technicians shall provide repair service that is at least equal in quality to that provided to BellSouth customers; (2) trouble calls from AT&T

Customers shall receive response time priority that is at least equal to that of BellSouth customers and shall be handled on a "first come first served" basis regardless of whether the customer is an AT&T Customer or a BellSouth customer.

3.3 Upon request from AT&T, BellSouth will provide an intercept referral message in Tandem Switching Element that includes any new AT&T telephone number, for the same duration as is provided to BellSouth end-users. This message shall be approved by AT&T and shall be similar in format to the intercept referral messages currently provided by BellSouth for its own end-users.

3.4 The Confirmation will provide AT&T with the BellSouth order number, the negotiated service due date, telephone/circuit numbers (as applicable to the service), and the BellSouth service representative name and telephone number. Additional specific data may also be provided, if appropriate.

3.5 BellSouth will notify AT&T using the same interface used by AT&T to submit the service order request. When a BellSouth Technician is dispatched to complete the order, the service technician will contact AT&T at the time of completion.

3.6 BellSouth will perform pre-service testing as per industry standards and will provide in writing, or electronically as directed by AT&T, all test and turn-up results in support of the Elements or Combinations ordered by AT&T. BellSouth shall provide these test results to AT&T at the same time BellSouth provides its order-specific Order Completion.

3.7 As soon as identified, BellSouth shall notify AT&T via electronic interface, when available, of Rejections/Errors contained in any of the data element(s) fields contained on any AT&T Service Request. In the interim, BellSouth will notify AT&T by telephone or facsimile of such Rejections/Errors.

3.8 As soon as identified, BellSouth shall notify AT&T via electronic interface, when available (unless otherwise notified by AT&T) of any instances when BellSouth's Committed Due Dates are in jeopardy of not being met by BellSouth on any element or feature contained in any order for Network Elements or Combinations. BellSouth shall concurrently indicate its new committed due date. In the interim, BellSouth will notify AT&T by telephone or facsimile of such jeopardy.

3.9 BellSouth will perform testing with AT&T to test Elements and Combinations purchased by AT&T.

3.10 **DELETED**

3.11 **DELETED**

3.12 AT&T, where available, may choose between SCE/SMS AIN Access and SS7 AIN Access as designated on AT&T's provisioning order.

3.13 BellSouth shall inform AT&T if a customer action results in reassignment of an AIN trigger from an AT&T AIN application to some other service provider's application. Such notification shall be completed within twenty-four (24) hours of the action via electronic interface as described in the Account Maintenance requirements specified in the Customer Billing section of this Agreement.

3.14 BellSouth shall maintain a database containing AIN trigger configuration and other data necessary to allow AIN service and feature interactions to be determined by AT&T. BellSouth shall provide AT&T the capability to make queries on a demand basis to such database. AT&T recognizes certain combinations of triggers cannot be active simultaneously on a directory number. Information regarding such conflicts will be provided to AT&T at the time of request.

3.15 BellSouth shall provision AIN triggers as requested by AT&T on its provisioning order. BellSouth will not remove a trigger at the request of an end-user. If an end-user requests removal of a trigger that has been provisioned at the request of AT&T, the end user will be referred to AT&T.

4. **General Ordering Requirements**

4.1 Upon AT&T's request through a Suspend/Restore Order, BellSouth shall suspend or restore the functionality of any Network Element or Combination. On a non-discriminatory basis as to other BellSouth customers, BellSouth shall implement any restoration priority on a per Network Element or Combination basis in a manner that conforms with AT&T requested priorities.

4.2 BellSouth shall provide to AT&T the functionality of blocking calls (e.g., 800, 900, 976 international calls) on an individual switching element basis.

4.3 When ordering a Local Switching Element, AT&T may order from BellSouth separate interLATA and intraLATA capabilities (i.e., 2 PICs where available).

4.4 Unless otherwise directed by AT&T, when AT&T orders an Element or Combination, all pre-assigned trunk or telephone numbers currently associated with that Network Element or Combination shall be retained without loss of feature capability and without loss of associated functions

including, but not limited to, Directory Assistance and 911/E911 capability, capability where such features or functions exist.

4.5 When AT&T orders Elements or Combinations that are currently interconnected and functional, such Elements and Combinations will remain interconnected and functional without any disconnection or disruption of functionality. This shall be known as Contiguous Network Interconnection of network elements.

5. **Ordering Interfaces**

5.1 BellSouth shall provide real time electronic interfaces ("EI") for transferring and receiving Service Orders and Provisioning data as specified in Section 16.8 of Attachment 2 and in Attachment 15.

5.2 BellSouth shall provide real time provisioning data via an Electronic interface as described in item 6.1 of this section. Provisioning data shall include providing AT&T the ability: (i) to obtain information on all features and services available, in end-office where customer is provisioned; (ii) to establish if a service call is needed to install the line or service; (iii) to determine the due date and provide information regarding service dispatch/installation schedule, if applicable; (iv) ability to provide an assigned telephone number; and (v) ability to obtain a customer profile, including customer name, billing and residence address, billed telephone numbers, and identification of features and services subscribed to by a customer as set forth in Attachment 15.

5.2.1 **DELETED**

5.2.2 **DELETED**

5.2.3 **DELETED**

5.2.4 **DELETED**

5.2.5 **DELETED**

5.2.6 **DELETED**

5.2.7 **DELETED**

5.2.8 **DELETED**

5.2.9 **DELETED**

5.2.10 **DELETED**

5.3 BellSouth shall provide the ability to enter a service order via Electronic Interface as described in Subsection 5.1 of this Section. The service order shall provide AT&T the ability to: (i) establish service and order desired features; (ii) establish the appropriate directory listing; and (iii) order intraLATA toll and interLATA toll when applicable in a single, unified order.

6. **BellSouth Provision of Information**

6.1 BellSouth shall provide to AT&T with the initial services request:

6.1.1 **DELETED**

6.1.2 **DELETED**

6.1.3 When available with the normal request process, all engineering design and layout information for each network Element and Combination;

6.1.4 A listing of all technically available functionalities for each Element or Combination; and

6.1.5 Advanced information on the details and requirement for planning and implementation of NPA splits.

6.2 **DELETED**

7. **Order Format and Data Elements for Individual Network Elements**

7.1 AT&T may purchase Network Elements either individually or in Combinations. Combinations can be ordered (i) on a case-by-case basis for those Network Elements that are customer specific; or (ii) on a common use basis for those Network Elements that are shared by multiple customers.

7.2 In ordering Network Elements or Combinations, AT&T will utilize standard industry order formats and data elements developed by the Ordering and Billing Forum (OBF). Until such industry standard order formats and data elements are finalized for all Network Elements, AT&T and BellSouth will use best efforts to develop an interim process by no later than April 1, 1997 to meet these requirements. Such interim process will utilize the jointly developed EDI ordering interface, the existing ASR ordering interface, and manual intervention as required.

8. **DELETED**

9. **Performance Requirements**

9.1 AT&T will specify on each order its Desired Due Date (DDD) for completion of that particular order. BellSouth shall not complete the order prior to DDD unless early turn-up is needed for testing purposes. BellSouth will notify AT&T if the DDD cannot be met. BellSouth will make best effort to meet the DDD for Network Element requests.

9.2 BellSouth and AT&T shall agree upon a minimum interval for the provisioning of each Network Element and appropriate expedite and escalation processes as part of a work center interface agreement.

9.3 **DELETED**

9.4 **DELETED**

MAINTENANCE

1. BellSouth shall provide repair, maintenance, testing, and surveillance for all Local Services and Unbundled Network Elements and Combinations in accordance with the terms and conditions of this Attachment. BellSouth will provide AT&T with at least the capability to provide an AT&T customer the same experience as BellSouth provides its own customers. The capability provided to AT&T by BellSouth shall be in accordance with standards or other measurements that are at least equal to the level that BellSouth provides or is required to provide by law and its own internal procedures.

2. BellSouth shall use its best efforts in working with AT&T to meet maintenance standards for all Local Services and Unbundled Network Elements and Combinations ordered under this Agreement, as specified in Section 8 of this Attachment. Where applicable to a particular Local Service, an Unbundled Network Element, or Combination, such maintenance standards shall include, without limitation, standards for testing, network management, call gapping, and notification of upgrades as they become available.

3. BellSouth shall cooperate with AT&T through a joint implementation team to establish an Electronic Interface for gateway or automated access by AT&T to BellSouth's maintenance systems and databases in order to allow AT&T maintenance personnel and customer service representatives to perform the following functions for AT&T Customers: (i) enter a new customer trouble ticket into the BellSouth maintenance system for an AT&T Customer; (ii) retrieve and track current status on all AT&T Customer repair tickets; (iii) receive "estimated time to repair" ("ETTR") on a real-time basis; (iv) initiate a technician dispatch; (v) receive timely notification in the event a repair person is unable to be present for, or anticipates missing, a scheduled repair opportunity; (vi) retrieve all applicable time and material charges at the time of ticket closure (itemized by time spent, price of materials used, procedures employed, amounts incurred in each such category, and total by customer, per event); and (vii) perform an electronic test at the time of ticket entry and provide test results to AT&T.

3.1 BellSouth agrees to use its best efforts to develop and implement as soon as is practicable, but no later than the dates specified in Attachment 15, the electronic interface described above into BellSouth's systems in a manner to provide AT&T with the capability to provide an AT&T Customer the same maintenance service as BellSouth provides its own customers.

3.1.1 Until an electronic interface is developed for entering repair tickets directly into BellSouth's maintenance system, BellSouth agrees that AT&T will report troubles directly to the appropriate BellSouth Repair Center.

3.1.2 **DELETED**

3.1.3 **DELETED**

3.1.4 Until an electronic interface exists, BellSouth will provide AT&T the ability to obtain the status on open maintenance trouble tickets via telephone.

3.1.5 Until an electronic interface exists, BellSouth agrees that AT&T may transmit repair calls to BellSouth's repair bureau and request dispatching a BellSouth technician to an AT&T customer's premises by telephone. In this interim process, the following standards will apply:

3.1.5.1 BellSouth agrees to provide the status upon AT&T's request, in an expedient manner. Standards for this status notification will be documented on the Workcenter Interface Agreement.

3.1.5.2 Upon request by AT&T, BellSouth agrees to provide the status on open maintenance trouble tickets proactively for AT&T's large business customers. On a non-discriminatory basis as to other BellSouth customers, BellSouth agrees that AT&T's large business customers' trouble reports will be given priority handling as is done with BellSouth's large business customers' trouble reports. This priority handling shall include immediate expedite and proactive escalation procedures. Guidelines for status and priority handling for large business customers will be documented in the workcenter interface agreement.

3.1.6 Until an electronic interface exists, BellSouth agrees that AT&T may call BellSouth to verify central office features and functions when reporting trouble. BellSouth agrees to work with AT&T on the initial trouble report to isolate the cause of the trouble and where possible, resolve the feature/function related trouble at that time.

3.1.7 BellSouth agrees to advise AT&T of any central office failure that is known at the time of any inquiry or trouble report. Working with AT&T, BellSouth agrees to use its best efforts to implement a process by March 31, 1997, to provide AT&T with notification of switch failures.

3.1.8 BellSouth agrees to provide an Estimated Time To Repair (ETTR) on all trouble reports, an appointment time or a commitment time, as appropriate.

3.1.9 Prior to AT&T sending BellSouth the first service order, BellSouth agrees to develop, with AT&T's cooperation, a mutually acceptable Workcenter

Interface Agreement to document the methods and procedures for the interim interface.

3.1.10 Prior to AT&T sending BellSouth the first service order, AT&T shall review the procedures that all BellSouth service technicians who provide repair service for AT&T Customers shall follow in all their communications with AT&T Customers. At a minimum, the aforementioned procedures shall assume that: (1) BellSouth technicians shall provide repair service that is at least equal in quality to that provided to BellSouth customers; (2) trouble calls from AT&T Customers shall receive response time priority that is at least equal to that of BellSouth customers and shall be handled on a "first come first served" basis regardless of whether the customer is an AT&T Customer or a BellSouth customer.

4. BellSouth shall provide AT&T with the same scheduled and non-scheduled maintenance, including, without limitation, required and recommended maintenance intervals and procedures, for all Local Services, Unbundled Network Elements and Combinations provided to AT&T under this Agreement that it currently provides for the maintenance of its own network. Procedures for scheduled and non-scheduled maintenance will be documented in the Workcenter Interface Agreement.

4.1 BellSouth shall negotiate the release (authorization to interrupt service) of any Unbundled Network Elements or Large Business customers' service with AT&T prior to any scheduled maintenance activity which may impact those services.

4.2 For services provided through resale, BellSouth agrees to provide AT&T with scheduled maintenance for residence and small business customers, consisting of cable throws performed with test sets which prevent the customers from being interrupted during the activity. BellSouth shall monitor individual cutover work to insure that the service is not in use prior to a service cut. Central Office conversions shall be publicized through the media and will occur after midnight and before 4 a.m., unless AT&T is provided with written notification.

5. **DELETED**

6. **DELETED**

7. On misdirected calls BellSouth and AT&T shall advise customers to contact their Local Service Provider and will provide the customer with the Local Service Provider contact number.

8. BellSouth repair bureau shall conform to the following performance and service quality standards when providing repair and maintenance to AT&T and AT&T Customers under this Agreement:

8.1 If service is provided to AT&T Customers before an Electronic Interface is established between AT&T and BellSouth, AT&T will transmit repair calls to the BellSouth repair bureau by telephone. In such event, the speed of answer time for AT&T will be at least equal to that for BellSouth Customers.

8.2 The BellSouth repair bureau including the Electronic Interface to be established pursuant to Section 3 of this Attachment, shall be on-line and operational twenty-four (24) hours per day, seven (7) days per week except for scheduled electronic interface downtime.

8.3 **DELETED**

8.4 **DELETED**

8.5 BellSouth's response time to emergency network outages shall be as set forth in the Disaster Recovery Plan. Notwithstanding the above, BellSouth's response time shall be at least equal to the response time BellSouth provides to itself and BellSouth's Customers.

8.6 **DELETED**

8.7 **DELETED**

8.8 **DELETED**

8.9 **DELETED**

8.10 BellSouth's repair service centers supporting AT&T as a Reseller will be the same centers that support BellSouth's end users and, therefore, AT&T will be supported by BellSouth personnel with the same level of training or certification as those supporting BellSouth's end-users. The AT&T ACAC, which supports unbundled network elements excluding BellSouth's port, is certified.

8.11 BellSouth will provide the telephone number for the duty supervisor in the repair center as the first point of escalation. In the event that further escalation is necessary, that supervisor will be responsible for contacting the next escalation on behalf of AT&T. At each escalation hand off, BellSouth will provide AT&T with a proactive status report. This person is also responsible for providing the name and telephone number of the next level in the escalation procedure, if requested.

8.12 **DELETED**

8.13 Maintenance charges for premises visits by BellSouth technicians shall be billed by AT&T to its Customer, and not by BellSouth. The BellSouth technician shall, (i) contact AT&T for authorization, (ii) provide an estimate of time and materials required, (iii) quote time and charges at the completion of the repair visit, (iv) notify AT&T if a subsequent visit is required. BellSouth will bill maintenance charges for premises visits to AT&T.

8.14 When maintenance charges are incurred during premises visits, the BellSouth technician shall present the Customer with a form that is consistent with Section 19 of the General Terms and Conditions of this Agreement detailing the time spent, the materials used, and an indication that the trouble has either been resolved, or that additional work will be necessary, in which case, BellSouth technician shall make an additional appointment with the Customer. The BellSouth technician shall obtain the Customer's signature upon said form, and then use the signed form to input maintenance charges into the BellSouth repair and maintenance database (accessible by way of the Electronic Interface established pursuant to Section 3 preceding).

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CONNECTIVITY BILLING AND RECORDING

1. **General**

This Section describes the requirements for BellSouth to bill and record all charges AT&T incurs for purchasing Local Services for resale and for Network Elements and Combinations, and to provide Meet Point Billing and Mutual Compensation.

2. **Billable Information And Charges**

BellSouth will bill and record in accordance with this Agreement those charges AT&T incurs as a result of AT&T purchasing from BellSouth Network Elements, Combinations, and Local Services, as set forth in this Agreement. BellSouth will bill charges for interconnection and charges for unbundled network elements, with the exception of the unbundled ports or unbundled port/loop combinations through CABS or in the CABS format. BellSouth will format each bill in CABS or in CABS format in accordance with CABS standards and specifications. As an interim process, the Parties have agreed to specific elements of CRIS billing. Those elements are named in Exhibit A attached hereto and incorporated herein by this reference. Each bill shall set forth the quantity and description of each such Network Element, Combination, or Local Service provided and billed to AT&T. All charges billed to AT&T will indicate the state from which such charges were incurred except in cross boundary state situations. A listing of the current cross state boundary exchanges has been provided to AT&T.

2.1.1 As an interim process, BellSouth will provide AT&T with bills in the CRIS/CLUB format via paper or other mutually agreed upon medium for those services purchased by AT&T for resale and for the billing of the unbundled port and loop/port combination in accordance with the specifications and requirements set forth in Exhibit A to this Attachment for no more than one hundred, eighty (180) days after the Effective Date of this Agreement. After that time, BellSouth shall provide bills using only CABS or the CABS format as outlined in this Agreement.

AT&T and BellSouth will work together in a cooperative effort with the OBF to establish a single billing system and applicable standards. Once the billing standards/system are defined, BellSouth and AT&T will mutually agree when the standards/system will be implemented.

2.2 BellSouth shall provide AT&T a monthly bill that includes all charges incurred by and credits and/or adjustments due to AT&T for those Network Elements, Combination thereof, or Local Services ordered, established, utilized, discontinued or performed pursuant to this Agreement. Each bill provided by BellSouth to AT&T shall include: (1) all non-usage sensitive charges incurred

for the period beginning with the day after the current bill date and extending to, and including, the next bill date; (2) any known unbilled non-usage sensitive charges for prior periods; (3) unbilled usage sensitive charges for the period beginning with the last bill date and extending through the current bill date; (4) any known unbilled usage sensitive charges for prior periods; and (5) any known unbilled adjustments.

2.3 The Bill Date, as defined herein, must be present on each bill transmitted by BellSouth to AT&T, must be a valid calendar date, and not more than one (1) year old. Bills shall not be rendered for any charges which are incurred under this Agreement on or before one (1) year preceding the Bill Date, except as otherwise permitted by law. In addition, on each bill where "Jurisdiction" is identified, local and local toll charges shall be identified as "Local" and not as interstate, interstate/interLATA, intrastate, or intrastate/intraLATA. BellSouth will provide from and through dates for charges rendered on all bills. In addition, BellSouth will separately identify business charges from residence charges, as appropriate.

2.4 BellSouth shall bill AT&T for each Network Element, combination thereof, or Local Service, supplied by BellSouth to AT&T pursuant to this Agreement at the rates set forth in this Agreement. BellSouth will bill AT&T based on the actual charges incurred, provided, however, for those usage based charges where actual charge information is not determinable by BellSouth because the jurisdiction (i.e., interstate, interstate/interLATA, intrastate, intrastate/intraLATA, local) of the traffic is unidentifiable, the Parties will jointly develop a process to determine the appropriate charges. Measurement of usage-based charges shall be in actual conversation seconds. The total conversation seconds per chargeable traffic types will be totalled for the entire monthly bill cycle and then rounded to the next whole minute.

2.5 **DELETED**

2.6 Each Party shall provide the other Party, at no additional charge, a contact person for the handling of any billing questions or problems that may arise during the implementation and performance of the terms and conditions of this Attachment. Billing questions subsequent to implementation will be directed to the billing specialist in the Local Carrier Service Center (LCSC) for CRIS billing and through the Interexchange Carrier Service Center (ICSC) for CABS related issues.

3. **Meet Point Billing**

3.1 Where appropriate for unbundled network elements, AT&T and BellSouth will establish meet-point billing ("MPB") arrangements in accordance with the Meet-Point Billing guidelines adopted by and contained in the OBF's MECAB and MECOD documents, except as modified herein. Both Parties will use

their best reasonable efforts, individually and collectively, to maintain provisions in their respective federal and state access tariffs, and/or provisions within the National Exchange Carrier Association ("NECA") Tariff No. 4, or any successor tariff to reflect the MPB arrangements identified in this Agreement, in MECAB and in MECOD.

3.2 AT&T and BellSouth will implement the "Multiple Bill/Multiple Tariff" option in order to bill any interexchange carrier ("IXC") for that portion of the network elements provided by AT&T or BellSouth. For all traffic carried over the MPB arrangement, AT&T and BellSouth shall bill each other all applicable elements at the rates specified in this Agreement.

3.3 BellSouth shall provide to AT&T the billing name, billing address, and carrier identification code ("CIC") of the IXCs that may utilize any portion of AT&T's network in an AT&T/BellSouth MPB arrangement in order to comply with the MPB Notification process as outlined in the MECAB document. Such information shall be provided to AT&T in the format and via the medium that the Parties agree. If BellSouth does not have a CIC for any IXC that will utilize a portion of AT&T's network in an AT&T/BellSouth MPB arrangement, and for whom BellSouth must supply to AT&T MPB billing information, BellSouth agrees that it will assist such carrier in obtaining a CIC expeditiously. Until such carrier has obtained a CIC, BellSouth will submit BellSouth's CIC on those MPB records provided to AT&T for MPB. BellSouth understands and agrees that it will be solely responsible for obtaining any reimbursements from those carriers who have utilized the jointly provided networks of BellSouth and AT&T.

3.4 BellSouth and AT&T agree that in an MPB arrangement where one Party provides local transport and the other Party provides the end office switching, the Party who provides the end office switching is entitled to bill any residual interconnection charges ("RIC") and common carrier line ("CCL") charges associated with the traffic. The Parties further agree that in those MPB situations where one Party sub-tends the other Party's access tandem, the Party providing the access tandem is only entitled to bill the access tandem fee and any associated local transport charges. The Parties also agree that the Party who provides the end office switching is entitled to bill end office switching fees, local transport charges, RIC and CCL charges, as appropriate, and such other applicable charges.

3.5 BellSouth and AT&T will record and transmit MPB information in accordance with the standards and in the format set forth in this Attachment. BellSouth and AT&T will coordinate and exchange the billing account reference ("BAR") and billing account cross reference ("BACR") numbers for the MPB arrangements described in this Agreement. Each Party will notify the other if

the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number.

3.6 If MPB data is not processed and delivered by either BellSouth or AT&T and sent to the other Party within ten (10) days of their recording and in turn such Party is unable to bill the IXC for the appropriate charges, the Party who failed to deliver the data will be held liable for the amount of the unbillable charges. When the subsequent billing company ("SBC") is the recording company, they shall provide the initial billing company ("IBC") the detail billing records on a weekly basis (within five (5) days). If the IBC is the recording company, detail billing record exchange is not necessary. The IBC shall provide the SBC the summary billing records within ten (10) days from the IBC bill date. The Party who failed to deliver the data will be held liable for the amount of the unbillable charges.

3.7 If MPB data is not submitted within ten (10) days of their recording or is not in the proper format as set forth in this Agreement, and if as a result the other Party is delayed in billing the IXC for the appropriate charges it incurs, the delaying Party shall pay the other Party a late MPB data delivery charge which will be the total amount of the delayed charges 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 the MPB charges should have been received to and including the date the MPB charge information is actually received.

3.8 Errors in MPB data exchanged by the Parties may be discovered by AT&T, BellSouth or the billable IXC. Both AT&T and BellSouth agree to provide the other Party with notification of any discovered errors within two (2) business days of the discovery. The other Party shall correct the error within eight (8) business days of notification and resubmit the data. In the event the errors cannot be corrected within the time period specified above, the erroneous data shall be considered lost. If MPB data is lost due to incorrectable errors or otherwise, the Parties shall follow the procedures set forth in the Customer Billing Data Attachment of this Agreement and compensate the other for the lost MPB billing data.

3.9 In the event AT&T purchases from BellSouth Network Elements, or Combination thereof, in a LATA other than the LATA to or from which the MPB services are homed and in which BellSouth operates an access tandem, BellSouth shall, except in instances of capacity limitations, permit and enable AT&T to sub-tend the BellSouth access tandem switch(es) nearest to the AT&T rating point(s) associated with the NPA-NXX(s) to/from which the MPB services are homed. In instances of capacity limitation at a given access tandem switch, AT&T shall be allowed to sub-tend the next-nearest BellSouth access tandem switch in which sufficient capacity is

available. The MPB percentages for each new rating point/access tandem pair shall be calculated in accordance with MECAB and MECOD.

3.10 Neither AT&T nor BellSouth will charge the other for the services rendered, or for information provided pursuant to Section 4 of this Attachment except those MPB charges specifically set forth herein. Both Parties will provide the other a single point of contact to handle any MPB questions.

4. Collocation

When AT&T collocates with BellSouth in BellSouth's facility as described in this Agreement, capital expenditures (e.g., costs associated with building the "cage"), shall not be included in the bill provided to AT&T pursuant to this Attachment. All such capital expenses shall be given a unique BAN (as defined in Section 7, below) and invoice number. All invoices for capital expenses shall be sent to the location specified by AT&T for payment. All other non-capital recurring collocation expenses shall be billed to AT&T in accordance with this Agreement. The CABS Billing Output Specifications ("BOS") documents provide the guidelines on how to bill the charges associated with collocation. The bill label for those collocation charges shall be entitled "Expanded Interconnection Service." For those nonmechanized bills, the bill label for non-capital recurring collocation expenses shall be entitled "Collocation".

5. Mutual Compensation

5.1 The Parties shall bill each other reciprocal compensation in accordance with the standards set forth in this Agreement for Local Traffic terminated to the other Party's customer. Such Local Traffic shall be recorded and transmitted to AT&T and BellSouth in accordance with this Attachment. When an AT&T Customer originates traffic and AT&T sends it to BellSouth for termination, AT&T will determine whether the traffic is local or intraLATA toll. When a BellSouth Customer originates traffic and BellSouth sends it to AT&T for termination, BellSouth will determine whether the traffic is local or intraLATA toll. Each Party will provide the other with information that will allow it to distinguish local from intraLATA toll traffic. At a minimum, each Party shall utilize NXX's in such a way that the other Party shall be able to distinguish local from intraLATA toll traffic. When AT&T interconnects with BellSouth's network for the purpose of completing local and intraLATA toll traffic, AT&T will, at its option, interconnect at either the tandem or end office switch to complete such calls paying local interconnection rates for its customers' local calls and switched access rates for its customers' intraLATA toll calls. Such interconnection will be ordered as needed by AT&T to complete such local and intraLATA toll calls. Further, the Local Traffic exchanged pursuant to this Attachment shall be measured in billing minutes of use and shall be in actual

conversation seconds. The total conversation seconds per chargeable traffic type will be totalled for the entire monthly billing cycle and then rounded to the next whole conversation minute. Reciprocal compensation for the termination of this Local Traffic shall be in accordance with Part IV to this Agreement.

6. **Local Number Portability**

6.1 **DELETED**

6.2 When an IXC terminates an interLATA or IntraLATA toll call to an AT&T local exchange customer whose telephone number has been ported from BellSouth, the Parties agree that AT&T shall receive those IXC access charges associated with end office switching, local transport, RIC and CCL, as appropriate. BellSouth shall receive any access tandem fees, dedicated and common transport charges, to the extent provided by BellSouth, and any INP fees (i.e., such as RCF charges) set forth in this Agreement. When a call for which access charges are not applicable is terminated to an AT&T local exchange customer whose telephone number has been ported from BellSouth, and is terminated on AT&T's own switch, the Parties agree that the mutual compensation arrangements described in this Agreement shall apply.

7. **Issuance of Bills - General**

7.1 BellSouth and AT&T will issue all bills in accordance with the terms and conditions set forth in this Section. BellSouth and AT&T will establish monthly billing dates ("Bill Date") for each Billing Account Number ("BAN"), as further defined in the CABS document or CRIS elements set forth in Exhibit A as appropriate. On bills BellSouth renders to AT&T, BANs shall be 13 character alpha/numeric and there shall only be one BAN per Revenue Accounting Office ("RAO"). The Bill Date shall be the same day month to month for all BANs, except that the 4th, 7th or 13th of each month will not be used as a Bill Date for bills BellSouth renders to AT&T. AT&T will provide one (1) BAN per state and the bill date will be the same day month to month for all BANs. Each BAN shall remain constant from month to month, unless changed as agreed to by the Parties. Each Party shall provide the other Party at least thirty (30) calendar days written notice prior to changing, adding or deleting a BAN. The Parties will provide one billing invoice associated with each BAN. Each invoice must contain an invoice number (which will vary from month to month). The bill date is the only varying invoice number available on the Resale bill. On each bill associated with a BAN, the appropriate invoice number and the charges contained on such invoice must be reflected. All bills must be received by the other Party no later than ten (10) calendar days from Bill Date and at least twenty (20) calendar days prior

to the payment due date (as described in this Attachment), whichever is earlier. Any bill received on a Saturday, Sunday or a day designated as a holiday by the Chase Manhattan Bank of New York (or such other bank as AT&T shall specify) will be deemed received the next business day. If either Party fails to receive billing data and information within the time period specified above, the payment due date will be extended by the number of days the bill is late.

7.2 BellSouth and AT&T shall issue all CABS bills or bills in CABS format containing such billing data and information in accordance with CABS Version 26.0, Issue 4, or such later versions of CABS as are published by BellCore, or its successor, except that if the Parties enter into a meet-point billing arrangement, such billing data and information shall also conform to the standards set forth in the MECAB document, or such later versions as are adopted by BellCore, or its successor. To the extent that there are no CABS or MECAB standards governing the formatting of certain data, such data shall be issued in the format specified by AT&T. Consistent with Section 2.1.1 of this Attachment 6, BellSouth may issue AT&T Resale and unbundled port Connectivity bills in CRIS/CLUB format as provided herein for no more than one hundred eighty (180) days after the Effective Date of this Agreement.

7.3 Within thirty (30) days of finalizing the chosen billing media, each Party will provide the other Party written notice of which bills are to be deemed the official bills to assist the Parties in resolving any conflicts that may arise between the official bills and other bills received via a different media which purportedly contain the same charges as are on the official bill. If either Party requests an additional copy(ies) of a bill, such Party shall pay the other Party a reasonable fee per additional bill copy, unless such copy was requested due to errors, omissions, or corrections or the failure of the transmission to comply with the specifications set forth in this Agreement.

7.4 When sending bills via electronic transmission, to avoid transmission failures or the receipt of billing information that cannot be processed, the Parties shall provide each other with their respective process specifications. Each Party shall comply with the mutually acceptable billing processing specifications of the other. AT&T and BellSouth shall provide each other reasonable notice if a billing transmission is received that does not meet such Party's specifications or that such Party cannot process. Such transmission shall be corrected and resubmitted to the other Party, at the resubmitting Party's sole expense, in a form that can be processed. The payment due date for such resubmitted transmissions will be twenty (20) days from the date that the transmission is received in a form that can be processed and that meets the specifications set forth in this Attachment.

8. **Electronic Transmissions**

8.1 BellSouth and AT&T agree that each Party will transmit billing information and data in the appropriate CABS format electronically via CONNECT:Direct (formerly known as Network Data Mover) to the other Party at the location specified by such Party. The Parties agree that a T1.5 or 56kb circuit to Gateway for CONNECT:Direct is required. AT&T data centers will be responsible for originating the calls for data transmission via switched 56kb or T1.5 lines. If BellSouth has an established CONNECT:Direct link with AT&T, that link can be used for data transmission if the location and applications are the same for the existing link. Otherwise, a new link for data transmission must be established. BellSouth must provide AT&T/Alpharetta its CONNECT:Direct Node ID and corresponding VTAM APPL ID before the first transmission of data via CONNECT:Direct. AT&T's CONNECT:Direct Node ID is "NDMATTA4" and VTAM APPL ID is "NDMATTA4" and must be included in BellSouth's CONNECT:Direct software. AT&T will supply to BellSouth its RACF ID and password before the first transmission of data via CONNECT:Direct. Any changes to either Party's CONNECT:Direct Node ID must be sent to the other Party no later than twenty-one (21) calendar days before the changes take effect.

8.2 The following dataset format shall be used as applicable for those charges transmitted via CONNECT:Direct in CABS format:

Production Dataset

AF25.AXXXXYYY.AZZZ.DDDEE	Production Dataset Name
AF25 =	Job Naming Convention
AXXXX =	Numeric Company Code
YYY =	LEC Remote
AZZZ =	RAO (Revenue Accounting Office)
DDD =	BDT (Billing Data Tape with or without CSR) Or CSR (Customer Service Record)
EE =	01 thru 31 (Bill Period) (optional) or GA (US Postal-State Code)

Test Dataset

AF25.ATEST.AXXXX.DDD	Test Dataset Name
AF25.ATEST =	Job Naming Convention
AXXXX =	Numeric Company Code
DDD =	BDT (Billing Data Tape with or without CSR) Or CSR (Customer Service Record)

8.3 **DELETED**

9. **Tape or Paper Transmissions**

9.1 In the event either Party does not temporarily have the ability to send or receive data via CONNECT:Direct, that Party will transmit billing information to the other party via magnetic tape or paper, as agreed to by AT&T and BellSouth. Billing information and data contained on magnetic tapes or paper for payment shall be sent to the Parties at the following locations. The Parties acknowledge that all tapes transmitted to the other Party via U.S. Mail or Overnight Delivery and which contain billing data will not be returned to the sending Party.

TO AT&T:

Tape Transmissions via U.S. Mail:	AT&T 300 North Point Parkway FLOC 217M01 Alpharetta, Georgia 30202 Attn: Access Bill Coordinator
Tape Transmissions via Overnight Delivery:	AT&T 500 North Point Parkway FLOC B1404 Alpharetta, Georgia 30302 Attn: Access Bill Coordinator

Paper Transmissions via U.S. Mail:	AT&T Caller Service 6908 Alpharetta, Georgia 30202 Attn: Access Bill Coordinator
Paper Transmissions via Overnight Delivery:	AT&T 500 North Point Parkway FLOC B1404 Alpharetta, Georgia 30302 Attn: Access Bill Coordinator

TO BellSouth:

Tape Transmissions:	Attn:
Paper Transmissions:	Attn:

9.2 Each Party will adhere to the tape packaging requirements set forth in this subsection. Where magnetic tape shipping containers are transported in freight compartments, adequate magnetic field protection shall be provided

by keeping a typical 6-inch distance from any magnetic field generating device (except a magnetron-tape device). The Parties agree that they will only use those shipping containers that contain internal insulation to prevent damage. Each Party will clearly mark on the outside of each shipping container its name, contact and return address. Each Party further agrees that it will not ship any Connectivity Billing tapes in tape canisters.

9.3 All billing data transmitted via tape must be provided on a cartridge (cassette) tape and must be of high quality, conform to the Parties' record and label standards, 9-track, odd parity, 6250 BPI, group coded recording mode and extended binary-coded decimal interchange code ("EBCDIC"). Each reel of tape must be 100% tested at 20% or better "clipping" level with full width certification and permanent error free at final inspection. AT&T reserves the right to destroy a tape that has been determined to have unrecoverable errors. AT&T also reserves the right to replace a tape with one of equal or better quality.

9.4 Billing data tapes shall have the following record and label standards. The dataset serial number on the first header record of an IBM standard tape label also shall have the following format.

	CABS BOS	
Record Length	225 bytes (fixed length)	
Blocking factor	84 records per block	
Block size	18,900 bytes per block	
Labels	Standard IBM Operating System	

9.5 A single 6-digit serial number must appear on the external (flat) surface of the tape for visual identification. This number shall also appear in the "dataset serial number field" of the first header record of the IBM standard tape label. This serial number shall consist of the character "V" followed by the reporting location's four digit Originating Company Code and a numeric character chosen by the sending company. The external and internal label shall be the same. The dataset name shall appear on the flat side of the reel and also in the "data set name field" on the first header record of the IBM standard tape label. BellSouth's name, address, and contact shall appear on the flat side of the cartridge or reel.

9.6 Tape labels shall conform to IBM OS/VS Operating System Standards contained in the IBM Standard Labels Manual (GC26-3795-3). IBM standard labels are 80-character records recorded in EBCDIC, odd parity. The first four characters identify the labels:

Volume 1	**Volume label**
HDR1 and HDR2	Data set header labels
EOV1 and EOV2	Data set trailer labels (end-of-volume for multi-reel files)
EOF1 and EOF2	Data set trailer labels (end-of-data-set)

The HDR1, EOV1, and EOF1 labels use the same format and the HDR2, EOV2, and EOF2 labels use the same format.

9.7 The Standard Volume Label Format (Vol. 1) is described below:

FIELD NAME	CONTENTS
Label Identifier (3 bytes)	The characters "VOL" identify this label as a volume label.
Label Number (1 byte)	The relative position of this label within a set of labels of the same type; it is always a 1 for the IBM standard volume label.
Volume Serial Number (6 bytes)	A unique identification code, normally numeric characters (000001-999999), but may be alpha-numeric; if fewer than 6 characters, must be left-justified. This same code should also appear on the external (flat) surface of the volume for visual identification.
Reserved (1 byte)	Reserved for future use - should be recorded as blanks.
VTOC Pointer (10 bytes)	Direct-access volumes only. This field is not used for tape volumes and should be recorded as blanks.
Reserved (10 bytes)	Reserved for future use - should be recorded as blanks.
Owner Name and Address Code(10 bytes)	Indicates a specific customer, person, installation, department, etc., to which the volume belongs. Any code or name is acceptable.
Reserved (29 bytes)	Reserved for future use - should be recorded as blanks.

9.8 The IBM Standard Dataset Label 1 Format (HDR1, EOV1, EOF1) is described below:

FIELD NAME	CONTENTS
Label Identifier (3 bytes)	Three characters that identify the label are: HDR Header label (at the beginning of a dataset) EOV Trailer label (at the end of a tape volume, when the dataset continues on another volume) EOF Trailer label (at the end of a dataset).
Label Number (1 byte)	The relative position of this label within a set of labels of the same type; it is always a 1 for dataset label 1.
Dataset Identifier (17 bytes)	The rightmost 17 bytes of the dataset name (includes GnnnnVnn if the dataset is part of a generation data group). If the dataset name is less than 17 bytes, it is left-justified and the remainder of this field is padded with blanks.

FIELD NAME	CONTENTS
Dataset Serial Number (6 bytes)	The volume serial number of the tape volume containing the dataset. For multi-volume datasets, this field contains the serial number of the first volume of the aggregate created at the same time. The serial number can be any 6 alphanumeric characters, normally numeric (000001-999999). If the number of characters is fewer than 6 characters, the code must be left-justified and followed by blanks.
Volume Sequence Number (4 bytes)	A number (0001-9999) that indicates the order of volume within the multi-volume group created at the same time. This number is always 0001 for a single volume dataset.
Dataset Sequence Number (4 bytes)	A number (0001-9999) that indicates the relative position of the dataset within a multi-dataset group. This number is always 0001 for a single dataset organization.
Generation Number (4 bytes)	If the dataset is part of a generation data group, this field contains a number from 0001 to 9999 indicating the absolute generation number (the first generation is recorded as 0001). If the dataset is not part of a generation data group, this field contains blanks.
Version Number Of Generation (2 bytes)	If the dataset is part of a generation data group, this field a number from 00 to 99 indicating the version number of the generation (the first version is recorded as 00). If the dataset is not part of a generation data group, this field contains blanks.
Creation Date (6 bytes)	Year and day of the year when the dataset was created. The date is shown in the format byyddd where: b = blank yy = year(00-99) ddd = day(001-366)
Expiration Date (6 bytes)	Year and day of the year when the dataset may be scratched or overwritten. The data is shown in the format byyddd where: b = blank yy = year (00-99) ddd = day (001-366)

FIELD NAME	CONTENTS
Dataset Security (1 byte)	A code number indicating the security status of the dataset is as follows: 0 No password protection 1 Password protection Additional identification of the dataset is required before it can be read, written, or deleted (ignored if volume is RACF-defined) 3 Password protection Additional identification of the dataset is required before it can be read, written, or deleted (ignored if volume is RACF-defined).
Block Count (6 bytes)	This field in the trailer label shows the number of data blocks in the dataset on the current volume. This field in the header label is always zeros (000000).
System Code (13 bytes)	Unique code that identifies the system.
Reserved (7 bytes)	Reserved for future use - should be recorded as blanks.

9.9 The IBM Standard Dataset Label 2 Format (HDR2, EOV2, EOF2) always follows dataset label 1 and contains additional information about the associated dataset as described below:

Label Identifier (3 bytes)	Three characters that identify the label are as follows: HDR Header label (at the beginning of a dataset) EOV Trailer label (at the end of a tape volume, when the dataset continues on another volume) EOF Trailer label (at the end of a dataset).
Label Number (1 byte)	The relative position of this label within a set of labels of the same type; it is always a 2 for dataset label 2.
Record Format (1 byte)	An alphabetic character that indicates the format of records in the associated dataset as follows: F Fixed length V Variable length U Undefined length.
Block Length (5 bytes)	A number up to 32760 that indicates the block length, in bytes. Interpretation of the number depends on the following associated record format in Field 3: Format F - Block length (must be a multiple of the logical record length in Field 5) Format V - Maximum block length (including the 4 byte length indicator in the block) Format U - Maximum block length.

Record Length (5 bytes)	A number that indicates the record length, in bytes. Interpretation of the number depends on the following associated record format in Field 3: Format F - Logical record length Format V - Maximum logical record length (including the 4 byte length indicator in the records) Format U - Zeros.
Tape Density (1 byte)	A code indicating the record density of the tape, as follows: Recording Density DEN Value 9-Track Tape 3 1600 (PE) 4 6250 (GCR) PE - is for phase encoded mode GCR - is for group coded recording mode.
Dataset Position (1 byte)	A code, indicating a volume switch, is as follows: 0 - No volume switch has occurred 1 - A volume switch previously occurred.
Job/Job Step (17 bytes)	Identification of the job and job step that created the dataset. The first 8 bytes contain the name of the job, the ninth byte is a slash (/), and the final 8 bytes contain the name of the job step.
Tape Recording Technique (2 bytes)	A code or blanks indicating the tape recording technique used. This field is recorded as blanks for 9-track tape. The only technique available for 9-track tape is odd parity and no translation.
Control Characters (1 byte)	A code indicating whether a control character set was used to create the dataset and the type of control characters used: A Contains ASCII control characters M Contains machine control characters b Contains no control characters.
Reserved (1 byte)	Reserved for future use - should be recorded as blanks.
Block Attribute (1 byte)	A code indicating the block attribute used to create the dataset: B Blocked records S Spanned records R Blocked and spanned records b No blocked and no spanned records.
Reserved (8 bytes)	Bytes 40-42 - reserved for future use -should be blanks. Bytes 43-47 - (3420 tape units only) serial number of creating tape unit. Blank for other units.
Checkpoint Dataset (1 byte)	In VS2-Release 2, this byte contains the identifier character C if the dataset is a checkpoint dataset; the byte is blank if the dataset is not a check point dataset or in other releases of the VS systems.

Reserved (32 bytes)	Reserved for future use - should be recorded as blanks.

10. **Testing Requirements**

10.1 Within thirty (30) days of the execution of this Agreement, BellSouth shall send to AT&T bill data in the appropriate mechanized format (i.e. CABS or CRIS) for testing to ensure that bills can be processed and that bills comply with the requirements of this Attachment 6. After receipt of the test data from BellSouth, AT&T will notify BellSouth if the billing transmission meets AT&T's testing specifications. If the transmission fails to meet AT&T's testing specifications, BellSouth shall make the necessary corrections. At least three (3) sets of testing data must meet AT&T's testing specifications prior to BellSouth sending AT&T a mechanized production bill for the first time via electronic transmission or tape. Thereafter, BellSouth may begin sending AT&T mechanized production bills on the next Bill Date, or within ten (10) days, whichever is later.

10.2 At least thirty (30) days prior to changing mechanized formats (e.g., CABS), BellSouth shall send to AT&T bill data in the appropriate mechanized format for testing to ensure that the bills can be processed and that the bills comply with the requirements of this Attachment. BellSouth agrees that it will not send AT&T bill data in the new mechanized format until such bill data has met the testing specifications as set forth in this subsection.

10.3 BellSouth shall provide to AT&T's Company Manager, located at 500 North Point Parkway, FLOC B1104B, Alpharetta, Georgia 30302, BellSouth's originating or state level company code so that it may be added to AT&T's internal tables at least thirty (30) calendar days prior to testing or prior to a change in BellSouth's originating or state level company code.

10.4 During the testing period, BellSouth shall transmit to AT&T billing data and information via paper transmission. Test tapes shall be sent to AT&T at the following location:

Test Tapes:	AT&T 500 North Point Parkway FLOC B1104B Alpharetta, Georgia 30302 Attn: Access Bill Testing Coordinator

11. **Additional Requirements**

11.1 BellSouth agrees that if it transmits data to AT&T in a mechanized format, BellSouth will also comply with the following specifications which are not contained in CABS guidelines but which are necessary for AT&T to process billing information and data:

- The BAN shall not contain embedded spaces or low values.
- The Bill Date shall not contain spaces or non-numeric values.
- Each bill must contain at least one detail record.
- Any "From" Date should be less than the associated "Thru" Date and neither date can contain spaces.
- The Invoice Number must not have embedded spaces or low values.

11.2 **DELETED**

12. **Bill Accuracy Certification**

Within 120 days of the execution of this Agreement, AT&T and BellSouth will agree upon a CRIS billing quality assurance program that will eliminate the need for post-billing reconciliation. Appropriate terms for access to any BellSouth documents, systems, records, and procedures for the billing, recording of charges will be part of that program. In the event the Parties are unable to reach agreement on such a program, the matter will be resolved pursuant to the disputes process provided in Attachment 1.

13. **Payment Of Charges**

13.1 Subject to the terms of this Agreement, AT&T and BellSouth will pay each other within thirty (30) calendar days from the Bill Date, or twenty (20) calendar days from the receipt of the bill, whichever is later. If the payment due date is a Sunday or is a Monday that has been designated a bank holiday by the Chase Manhattan Bank of New York (or such other bank as AT&T specifies), payment will be made the next business day. If the payment due date is a Saturday or is on a Tuesday, Wednesday, Thursday or Friday that has been designated a bank holiday by the Chase Manhattan Bank of New York (or such other bank as AT&T specifies), payment will be made on the preceding business day.

13.2 Payments shall be made in U.S. Dollars via electronic funds transfer ("EFT") to the other Party's bank account. At least thirty (30) days prior to the first transmission of billing data and information for payment, BellSouth and AT&T shall provide each other the name and address of its bank, its account and routing number and to whom billing payments should be made payable. If such banking information changes, each Party shall provide the other Party at least sixty (60) days written notice of the change and such notice shall include the new banking information. The Parties will render payment via EFT. AT&T will provide BellSouth with one address to which such payments shall be rendered and BellSouth will provide to AT&T with only one address to which such payments shall be rendered. In the event AT&T receives

multiple bills from BellSouth which are payable on the same date, AT&T may remit one payment for the sum of all bills payable to BellSouth's bank account specified in this subsection. Each Party shall provide the other Party with a contact person for the handling of billing payment questions or problems.

14. **Billing Disputes**

14.1 Each Party agrees to notify the other Party upon the discovery of a billing dispute. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the Bill Date on which such disputed charges appear. Resolution of the dispute is expected to occur at the first level of management resulting in a recommendation for settlement of the dispute and closure of a specific billing period. The Parties shall replicate the bill closure procedures set forth in the Access Billing Supplier Quality Certification Operating Agreement. A mutually agreed upon escalation process similar to what is used for CABS billing will be established for the CRIS resale bill as part of the quality assurance program developed pursuant to Section 12 of this Attachment 6. In the interim, in the event of a billing dispute, the process described in Exhibit B to this Attachment shall be followed. 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 an Audit as described in Section 11 of the General Terms and Conditions of this Agreement. Closure will take place within three (3) months of the Bill Date. The month being closed represents those charges that were billed or should have been billed by the respective Bill Date. If the issues are not resolved within the allotted time frame, the following resolution procedure will begin:

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

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

14.1.3 If the dispute is not resolved within one hundred and fifty (150) days of the Bill Date, the dispute will be resolved in accordance with the procedures set forth in the Section 16 of the General Terms and Conditions of this Agreement and Attachment 1.

14.2 If a Party disputes a charge and does not pay such charge by the payment due date, such charges shall be subject to late payment charges as set forth in the Late Payment Charges provision of this Attachment. If a Party disputes charges and the dispute is resolved in favor of such Party, the other Party shall credit the bill of the disputing Party for the amount of the disputed charges along with any late payment charges assessed no later than the second Bill Date after the resolution of the dispute. Accordingly, if a Party

disputes charges and the dispute is resolved in favor of the other Party, the disputing Party shall pay the other Party the amount of the disputed charges and any associated late payment charges assessed no later than the second bill payment due date after the resolution of the dispute. In no event, however, shall any late payment charges be assessed on any previously assessed late payment charges.

15. **Late Payment Charges**

If either Party fails to remit payment for any charges described in this Attachment by the payment due date, or if a payment or any portion of a payment is received by either Party after the payment due date, or if a payment or any portion of a payment is received in funds which are not immediately available to the other Party, then a late payment penalty shall be assessed. The late payment charge shall be calculated based on the portion of the payment not received by the payment date times the lesser of (i) one and one-half percent (1 1/2%) per month or (ii) the highest interest rate (in decimal value) which may be charged by law for commercial transactions, compounded daily for the number of days from the payment date to and including the date that payment is actually made. In no event, however, shall interest be assessed on any previously assessed late payment charges.

16. **Adjustments**

Subject to the terms of this Attachment, BellSouth will reimburse AT&T for incorrect billing charges; overcharges; Local Services Elements, or any Combination thereof, ordered or requested but not delivered; interrupted Local Services associated with any Element, or combination thereof, ordered or requested; Local Services, Elements, or Combination thereof, of poor quality; and installation problems if caused by BellSouth. Such reimbursements shall be set forth in the appropriate section of the CABS bill pursuant to CABS, standards.

17. Recording of Call Information

17.1 Where Telecommunications Services are being resold or unbundled Network Elements are being utilized, the Parties agree to record call information in accordance with this subsection. To the extent technically feasible, each Party will record and process the usage sensitive call detail information associated with the other Party's local exchange customer. The call records for the charged number shall be provided at a Party's request and shall be formatted pursuant to BellCore standards and the terms and conditions of this Agreement. BellSouth and AT&T agree that they will retain, at each Party's sole expense, copies of all AMA transmitted to the other Party for at least seven (7) calendar days after transmission to the other Party.

17.2 Each Party will provide the other Party with a carrier identification code ("CIC") on each EMR record transmitted to the other Party. If BellSouth does not have a CIC for any local exchange carrier, BellSouth or IXC for whom BellSouth must supply to AT&T billing records or information pursuant to this Attachment, BellSouth agrees that it will assist the local exchange carrier, BellSouth or IC in obtaining a CIC expeditiously. Until the local exchange carrier, BellSouth or IXC has received a CIC, BellSouth agrees that it will submit its CIC to AT&T on those records for billing and payment. BellSouth further agrees that it will then be responsible for obtaining reimbursement for the respective charges from the appropriate carrier. Likewise, if AT&T does not have a CIC for any local exchange carrier, BellSouth or IXC for whom AT&T must supply to BellSouth billing records or information pursuant to this Attachment, AT&T agrees that it will assist the local exchange carrier, BellSouth or IXC in obtaining a CIC expeditiously. Until the local exchange carrier, BellSouth or IXC has received a CIC, AT&T agrees that it will submit its CIC to BellSouth on those records for billing and payment. AT&T further agrees that it will then be responsible for obtaining reimbursement for the respective charges from the appropriate carrier.

17.3 **DELETED**

17.3.1 **DELETED**

17.3.2 **DELETED**

17.3.3 **DELETED**

17.4 The Parties agree that they will provide each other a single person to contact regarding any data exchange problems.

18. **DELETED**

Exhibit A

REQUIREMENTS FOR NON-CABS BILLING
OF
AT&T LOCAL SERVICE RESALE

AT&T and BellSouth agree to the following requirements for non-CABS billing for Local Service Resale:

- BellSouth will provide a 13 character alpha-numeric Billing Account Number (BAN)
- BellSouth will provide one (1) BAN per Regional Accounting Office (RAO)
- BellSouth will provide one (1) bill cycle for all BANs / RAOs excluding the 4th, 7th and 13th bill cycles
- BellSouth will render the bill within ten (10) days of the bill date
- AT&T will render payment 30 days from the bill date or 20 days from the date the bill is received, whichever is greater
- AT&T will render payment via wire transfer to the existing CABS billing address
- BellSouth will render billing for PIC charges separately
- BellSouth will bill monthly service charges in advance of the bill date
- BellSouth will bill usage charges in arrears of the bill date
- BellSouth will identify all charges by incurred state except in cross boundary situations
- All local billing is considered jurisdiction '5'
- BellSouth will uniquely identify the local billing BANs as Type Of Account 'Q'
- BellSouth will separately identify business and residence charges via 1FB or 1FR
- BellSouth will provide From and Through dates for all local billing

Exhibit B

BELLSOUTH LOCAL CARRIER SERVICE CENTER (LCSC) ESCALATION LIST

LOCAL CARRIER SERVICE CENTER

Telephone Numbers	Office .....800-872-3116 Local Service Requests, LSR Questions, Billing Inquiries and General Assistance Fax Number .....800-872-7059 All Forms
Managers	Director Barbara Warren .....700-451-0853 Manager Paula Murphry 700-451-0883
Mailing Address	Local Carrier Service Center (LCSC) BellSouth Room D-20 5147 Peachtree Industrial Boulevard Chamblee, GA 30341
Hours of Operation	8:30 AM to 5:00 PM EST Monday - Friday
Holidays Observed	New Years Day Memorial Day Independence Day Labor Day Thanksgiving Day Christmas Day
Process	The long-term escalation process will be developed as part of the Quality Assurance program outlined in paragraph 12 of this attachment. In the interim, AT&T will escalate any billing discrepancies to the BellSouth LCSC Manager. If resolution is not attained within 30 days, AT&T will escalate the discrepancy to the BellSouth Director. If the billing discrepancy is not resolved within 30 days, AT&T will obtain the name and number

of the next level manager from the BellSouth Director and continue escalating until a resolution is reached.

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PROVISION OF CUSTOMER USAGE DATA

1. Introduction

1.1 This Attachment sets forth the terms and conditions for BellSouth's provision of Recorded Usage Data (as defined in this Attachment) to AT&T. At AT&T's request, Recorded Usage Data shall be provided by BellSouth to AT&T when AT&T purchases Network Elements, Combinations, or Local Services from BellSouth.

2. General Requirements for Recorded Usage Data

2.1 BellSouth shall provide AT&T with Recorded Usage Data in accordance with this Attachment 7.

2.2 **DELETED**

2.3 BellSouth shall retain Recorded Usage Data in accordance with applicable law and regulation.

3. Usage Data Specifications

3.1 BellSouth will record all usage originating from AT&T Customers using BellSouth-provided Elements or Local Services. Recorded Usage Data includes, but is not limited to, the following categories of information:

- Completed Calls
- Use of Feature Activations for Call Return, Repeat Dialing, and Usage Sensitive Three Way Calling
- Rated Calls To Information Providers Reached Via BellSouth Facilities
- Calls To Directory Assistance Where BellSouth Provides Such Service To An AT&T Customer
- Calls Completed Via BellSouth-Provided Operator Services Originating from an AT&T Customer or Billed to AT&T, Where BellSouth Provides Such Service To AT&T's Local Service Customer
- For BellSouth-Provided Centrex Service, Station Level Detail
- Records Shall Include Complete Call Detail And Complete Timing Information

3.2 BellSouth shall provide to AT&T Recorded Usage Data for AT&T Customers only. BellSouth will not submit other carrier local usage data as part of the AT&T Recorded Usage Data.

3.3 **DELETED**

3.4 **DELETED**

3.5 End user customer usage records and station level detail records shall be in packs in accordance with EMR standards.

4. **Recorded Usage Data Format**

4.1 BellSouth will provide Recorded Usage Data in the EMR format and by category, group and record type, as specified in the AT&T Customer Usage Data Transfer Requirements, ("Data Requirements"), which is attached hereto and incorporated herein as Appendix II. BellSouth will provide the usage in accordance with BellCore EMR Standards.

4.2 BellSouth shall include the Working Telephone Number (WTN) of the call originator on each EMR call record.

4.3 End user customer usage records and station level detail records shall be in packs in accordance with EMR standards.

5. **Recorded Usage Data Reporting Requirements**

5.1 BellSouth shall segregate and organize the Recorded Usage Data in accordance with AT&T's instructions.

5.2 BellSouth shall provide Recorded Usage Data to one AT&T biller location as designated by AT&T.

5.3 BellSouth shall transmit Data Requirements formatted Recorded Usage Data to AT&T via CONNECT:Direct as designated by AT&T. The charge for transmitting the Data Requirements is set forth in Part IV of this Agreement.

5.4 AT&T will test and certify the CONNECT:Direct interface to ensure the accurate receipt of Recorded Usage Data. BellSouth shall make any changes necessary to pass the AT&T CONNECT:Direct certification process.

5.5 BellSouth shall provide Recorded Usage Data to AT&T on a schedule to be determined by the Parties once a day for each regular business day, five days a week except holidays as designated by AT&T.

5.6 BellSouth will establish a single point of contact to respond to AT&T call usage, data error, and record transmission inquiries.

5.7 The Recorded Usage Data EMR format, content, and transmission process will be tested as specified by AT&T.

5.8 When requested by AT&T for security purposes, BellSouth shall use its best efforts to provide AT&T with Recorded Usage Data within the time frame specified by AT&T. If not available in EMR format, the Recorded Usage Data may be provided in AMA format.

6. **Recording Failures**

6.1 When BellSouth records usage and fails to record messages, regardless of whether AT&T or BellSouth are performing the billing function, BellSouth shall notify AT&T of the amount of estimated AT&T revenue in accordance with Section 6.3. BellSouth shall compensate AT&T for this lost revenue. Such compensation shall be net of revenue BellSouth demonstrates it would have received for services provided to AT&T, but for which BellSouth could not render bills as a result of any recording failure(s).

6.1.1 BellSouth shall include the amount of unbillable AT&T revenue that is attributable to failures to record, within the monthly billing statement.

6.2 **Lost, Damaged, Destroyed Message Data**

6.2.1 When AT&T message data are lost, damaged, or destroyed as a result of BellSouth error or omission when BellSouth is performing the billing and/or recording function, and the data cannot be recovered or resupplied in time for the time period during which messages can be billed according to legal limitations, or such other time periods that may be agreed to by the Parties within the limitations of the law, BellSouth shall notify AT&T of the amount of estimated AT&T revenue in accordance with Section 6.3 and BellSouth shall compensate AT&T for this lost revenue.

6.2.2 When AT&T message data are lost, damaged, or destroyed as a result of BellSouth error or omission when AT&T is performing the billing and/or recording function, and the data cannot be recovered or resupplied in time for the time period during which messages can be billed according to legal imitations, or such other time periods that may be agreed to by the Parties within the limitations of the law, BellSouth shall notify AT&T of the amount of estimated AT&T revenue in accordance with Section 6.3 and BellSouth shall compensate AT&T for this lost revenue.

6.2.3 BellSouth shall notify AT&T in advance of the date of monthly billing statement that shall contain such adjustments. BellSouth shall provide sufficient information to allow AT&T to analyze the language.

6.3 Recording Quality

6.3.1 Material Loss

BellSouth shall review its daily controls to determine if data has been lost. BellSouth shall use the same procedures to determine an AT&T material loss as it uses for itself. The message threshold used by BellSouth to determine a material loss of its own messages will also be used to determine a material loss of AT&T messages. When it is known that there has been a loss, actual message and minute volumes should be reported if possible. Where actual data are not available, a full day shall be estimated for the recording entity as outlined in the paragraph below titled Estimating Volumes. The loss is then determined by subcontracting recorded data from the estimated total day business.

6.3.2 Complete Loss

Estimated message and minute volumes for each loss consisting of an entire/tape or file lost in transit, lost after receipt, degaussed before processing, received blank or unreadable, etc. shall be reported. Also the loss of one or more boxes of operator tickets shall be estimated and reported if applicable.

6.3.3 Estimated Volumes

From message and minute volume reports for the entity experiencing the loss, BellSouth shall secure message/minute counts for the corresponding day of the weeks for two (2) weeks preceding the week following that in which the loss occurred. BellSouth shall apply the appropriate Average Revenue Per Message (ARPM) to the estimated message volume to arrive at the estimated lost revenue.

Exceptions:

A. If the day of loss is not a holiday but one (1) (or more) of the preceding corresponding days is a holiday, use an additional number of weeks in order to procure volumes for two (2) non-holidays.

B. If the call or usage data lost represents calls or usage on a weekday which is a holiday (except Christmas and Mothers Day), use volumes from the preceding and following Sunday.

C. If the call or usage data lost represents calls or usage on Mother's Day or Christmas, use volumes from that day in the preceding year (if available).

D. In the selection of corresponding days for use in developing estimates, consideration shall be given to other conditions which may affect call volumes such as tariff changes, weather and local events (conventions, festivals, major sporting events, etc.) in which case the use of other days may be more appropriate.

6.4 **Unbillable Compensation**

6.4.1 BellSouth liability for such unbillables shall be limited to instances of error or omission, including but limited to, the acts or omissions of BellSouth employees, agents and contractors, and the failures of BellSouth hardware, software and other BellSouth equipment.

6.4.2 The term "unbillable" refers to a message or service that cannot be billed to the correct AT&T customer.

6.4.3 BellSouth shall include Unbillables as a result of Recording Failure, or Lost, Damaged, or Destroyed Data on the monthly billing statement.

7. **DELETED**

8. **Local Account Maintenance**

8.1 When AT&T purchases Local Service from BellSouth, and, as appropriate, when AT&T purchases certain Unbundled Network Elements, BellSouth shall provide AT&T with Local Account Maintenance as described herein. These procedures are in addition to Service Order procedures set forth in Part I and Attachment 4 to the Agreement.

8.2 When notified by a CLEC that an AT&T Customer has switched to CLEC service, BellSouth shall provision the change, and notify AT&T via CONNECT:Direct that the customer has changed to another service provider ("OUTPLOC").

8.3 When notified by AT&T that a customer has changed his/her PIC only from one interexchange carrier to another carrier, BellSouth shall provision the PIC only change and convey the confirmation of the PIC change via the work order completion feed.

8.4 If notified by an interexchange carrier using an '01' PIC order record that an AT&T Customer has changed his/her PIC only, BellSouth will reject the order and notify that interexchange carrier that a CARE PIC record should be sent to the serving CLEC for processing.

9. Incollect/Outcollect Procedures

9.1 Definitions

Centralized Message Distribution System (CMDS) is the BellCore administered system based in Kansas City, used to exchange Exchange Message Record formatted data.

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

Outcollect Message - A message that originates on an AT&T line but bills, using AT&T's rates, to an end user served by another Local Service Provider.

Incollect Message - A message that originates on another Local Service Provider Line but bills, using that Local Service Provider's rates, to an end user by AT&T.

ICS - Inter-Company settlements is the revenue associated with charges billed by a company other than the company in whose service area such charges were incurred. (Inter-region)

Non-ICS - Non-Inter Company settlements is the revenue associated with charges billed and earned within the same region. (Intra-region)

9.2 Incollect Services

AT&T will purchase and bill rated Incollect Messages from BellSouth. BellSouth will notify AT&T of any changes to Subappendix F within thirty (30) days of the effective date of such change. Both AT&T and BellSouth must mutually agree to this change.

9.2.1 Message Types Subject to the Services

AT&T will provide the Incollect Services only for the types of messages identified on Subappendix G to this Attachment 7 (collectively, "Messages").

9.2.2 Pack Failures/Data Retention

BellSouth shall notify AT&T of any transmission failure within 24 hours. BellSouth shall correct and retransmit to AT&T any such packs within 24 hours. If message packs are retransmitted for any reason, including, but not limited to, a reject of the packs, damage in transit, dataset naming failures, or similar reasons, if caused by BellSouth, then BellSouth shall

assume the expense of replacement unless the need for replacement is caused by AT&T's act or omission. BellSouth agrees to retain copies of all message packs transmitted to AT&T for omission. BellSouth agrees to retain copies of all message packs transmitted to AT&T for minimum of forty-five (45) calendar days of the date of original transmission.

9.2.3 **Message Return Policy**

BellSouth will receive messages returned from AT&T that cannot be billed and the appropriate standard field and values on the EMR records will be populated.

9.2.4 **Purchase of Messages**

AT&T will purchase rated messages from BellSouth at the purchase of accounts receivable rates ("PARS rates") set forth in Subappendix H of this Attachment 7 and will be net the billing and collection rates also set forth in Subappendix H. BellSouth shall provide AT&T with a monthly statement for messages BellSouth transmitted to AT&T for purchase (including returned messages transmitted back to BellSouth as unbillable).

The monthly statement provided by BellSouth shall list the following items:

number of incollect messages purchased
number of incollect unbillable messages returned
+ message revenue purchased
+ state taxes associated with purchased messages
+ local taxes associated with purchased messages
+ federal taxes associated with purchased messages
- unbillable returned message revenue
- state taxes associated with unbillable returned messages
- local taxes associated with unbillable returned messages
- federal taxes associated with unbillable returned messages
- billing charges (net number of incollect messages purchased/
  returned times B&C rate; B&C should not be applicable if purchased messages were returned)

TOTAL AMOUNT DUE BELLSOUTH

BellSouth shall provide AT&T with a monthly intraregion settlement report to support the monthly statement. The monthly statement and settlement report shall reflect messages processed for purchasing from 26th to 25th of each month. The BellSouth shall deliver to AT&T the monthly statement and settlement report on or before the fifteenth calendar day

month immediately following the month in which messages were purchased (including returned messages).

BellSouth shall send monthly statement and settlement report to:

AT&T - Charlotte Billing Center
Settlements Manager
10101 David Taylor Drive
Charlotte, NC 28262

AT&T shall pay BellSouth via check or wire on or before last business day of the billing statement month (e.g. service month - 4/96, billing month = 5/15/96, payment due date = 5/31/96.)

If the Payment Due Date falls on a Saturday or a bank holiday that is observed on a Tuesday, Wednesday, Thursday or Friday, then the Payment Due Date shall be the last non-holiday day preceding such Saturday or holiday. If the Payment Due Date falls on a Sunday or a bank holiday that is observed on a Monday, then the Payment Due Date shall be the first non-holiday following such Sunday or holiday. AT&T shall pay BellSouth a late payment charge calculated based on the lesser of (i) one and one-half percent (1 1/2%) or (ii) the highest interest rate (in decimal value) which may be charged by law for commercial transactions on all payments received after the due date.

9.2.5 **Taxes**

BellSouth shall be solely responsible for calculation of all applicable sales, excise, taxes, and surcharges on the Messages purchased by AT&T to the appropriate jurisdiction. BellSouth will indicate the tax to be billed to the end user customer on the messages sent to AT&T for billing. FET will be calculated by AT&T but will be BellSouth's responsibility to remit. BellSouth shall file all returns for taxes imposed on, or with respect to messages sold by BellSouth. BellSouth agrees to hold AT&T harmless from and against any liability or loss resulting from any tax, charge, interest, additions to tax, surcharges or other charges payable or incurred by AT&T as a result of BellSouth's failure or error in calculating tax as described in this section.

9.3 **Outcollect Services**

BellSouth shall purchase rated Outcollect Messages and provide message collection and distribution on behalf of AT&T for intraLATA collect, calling card and third number billed messages. For Intraregion non-ICS messages, the billing company is responsible for billing these messages. The Messages will be received through CMDS. BellSouth shall forward such Messages at agreed upon intervals to AT&T. AT&T will notify BellSouth of any changes to Subappendix I to this Attachment 7 within

thirty (30) days of the effective date of such change. Both AT&T and BellSouth must mutually agree to this change.

9.3.1 **Message Types Subject to the Services**

BellSouth will provide the Services only for the types of messages identified on Subappendix J (collectively, "Messages"). BellSouth will purchase and forward the messages to AT&T subject to the provisions of Section 9.3 preceding.

9.3.2 **Pack Failures/Data Retention**

AT&T shall notify BellSouth of any transmission failures within 24 hours. AT&T shall correct and retransmit to BellSouth any such packs within 24 hours. If message packs are retransmitted for any reason including but not limited to a reject of the packs, damage in transit, dataset naming failures, or similar reasons, if caused by AT&T, then AT&T shall assume the expense of replacement unless the need for replacement is caused by BellSouth or omission. AT&T agrees to retain copies of all message packs transmitted to BellSouth for minimum of forty-five (45) calendar days of the date of original transmission.

9.3.3 **Message Return Policy**

AT&T will receive messages returned from BellSouth that cannot be billed and the appropriate standard field and values on the EMR records will be populated.

9.3.4 **Purchase of Messages**

BellSouth will purchase messages from AT&T at the purchase of accounts receivable rates ("PARS rates") set forth in Subappendix K ("PARS rates") and will be net the billing and collection rates also set forth on Subappendix K to this Attachment. AT&T shall provide BellSouth with a monthly statement for messages AT&T transmitted to BellSouth via CMDS for purchase (including returned messages transmitted back to AT&T via CMDS as unbillable.)

Monthly statement provided by AT&T shall list the following items:

number of outcollect messages purchased
number of outcollect unbillable messages returned
+ message revenue purchased
+ state taxes associated with purchased messages
+ local taxes associated with purchased messages
+ federal taxes associated with purchased messages
- unbillable returned messages revenue
- state taxes associated with unbillable returned messages
- local taxes associated with unbillable returned messages

- federal taxes associated with unbillable returned messages
- billing charges (net number of outcollect messages purchased/returned times B&C rate; B&C should not be applicable if purchased messages were returned)

TOTAL AMOUNT DUE AT&T

AT&T shall provide BellSouth with a monthly intraregion settlement report to support the monthly statement. Monthly statement and settlement report shall reflect messages processed through the intraregion settlement system from 26th to 25th of each month. AT&T shall deliver to BellSouth the monthly statement and settlement report on or before the fifteenth calendar day of the month immediately following the month in which messages were purchased (including returned messages). AT&T shall send monthly statement and settlement report to:

[BELLSOUTH TO PROVIDE]

BellSouth shall pay AT&T via wire or check on or before the last business day of the billing statement month (e.g. service month - 4/96, billing statement date - 5/15/96, payment due date = 5/31/96.)

If the Payment Due Date falls on a Saturday or a bank holiday that is observed on a Tuesday, Wednesday, Thursday, or Friday, then the Payment Due Date shall be the last non-holiday day preceding such Saturday or holiday. If the Payment Due Date falls on a Sunday or a bank holiday that is observed on a Monday, then the Payment Due Date shall be the first non-holiday following such Sunday or holiday.

AT&T shall pay BellSouth a late payment charge calculated based on the lesser of (i) one and one-half percent (1 1/2%) or (ii) the highest interest rate (in decimal value) which may be charged by law for commercial transactions on all payments received after the due date.

9.3.5 **Taxes**

AT&T shall be solely responsible for calculation of all applicable sales, excise, taxes, and surcharges on the Messages purchased by BellSouth to the appropriate jurisdiction. AT&T will indicate the tax to be billed to the end user customer on the message sent to BellSouth for billing. BellSouth

will use the tax on the message for customer billing. FET will be calculated by BellSouth but will be AT&T's responsibility to remit. AT&T shall file all returns for taxes imposed on, or with respect to messages sold by AT&T. AT&T agrees to hold BellSouth harmless from and against any liability or loss resulting from any tax, charge, interest, additions to tax, surcharges or other charges payable or incurred by BellSouth as a result of AT&T's failure or error in calculating tax as described in this section of the Agreement.

9.4 **Settlement of Disputed Amounts and Claims/Escalation Procedures**

If either Party disputes any portion of the Amount Due, said Party shall notify the other Party in writing of the nature and basis of the dispute. Either Party may file a substantiated claim with the other Party for billing and collection charges and/or billed revenue. If the dispute is not resolved by the Payment Date, the claiming Party shall pay all undisputed amounts, but is not obligated to pay the disputed amount. If a Party has paid an amount which it subsequently chooses to dispute, that Party shall not be authorized or permitted to reduce amount owed on subsequent bills or statements or in any way offset against such owed amounts the amount being claimed. The Party receiving the claim shall have thirty (30) days from the notification date, or other mutually agreed upon period, to process the claim and notify the claiming Party of the claim status. If the claim, in whole or part, is ultimately resolved in favor of the claimant, the claiming Party shall be entitled to refund or a credit. After written notice to the claiming Party that the claim has been sustained, the total amount of the refund or credit, shall be remitted no later than thirty-one (31) calendar days following resolution. Both Parties shall retain such detailed information as may reasonably be required for resolution of the disputed amount during the pendency of the dispute. No claims may be made more than one (1) year after the date of the event that gave rise to the claim.

In the event that any dispute cannot be resolved under this Section 9.4, the Parties shall follow the provisions set forth in Section 16 of the General Terms and Conditions of the Agreement and Attachment 1.

9.5 **Industry Standards**

The provisions set forth in this Section 9 are intended to cover incollect/out collect procedures until industry standards are adopted. If such standards are adopted, and both Parties agree on such standards, the Parties agree to review these procedures and amend these procedures as appropriate.

APPENDIX I
TO
ATTACHMENT 7 - DELETED

APPENDIX II
TO
ATTACHMENT 7

CUSTOMER USAGE DATA

TRANSFER REQUIREMENTS

SECTION I: SCOPE

1. General

This Appendix addresses the transmission by a BellSouth of AT&T Customer usage to AT&T.

2. Usage Summary

Messages will be transmitted, via a direct feed, to AT&T in standard EMR format.
The following is a list of EMR records that AT&T can expect to receive from BellSouth:

Header Record 20-20-01
Trailer Record 20-20-02
Detail Records* 01-01-01, 06, 07, 08, 09, 16, 18, 31, 32, 33, 35, 37,80, 81, 82, 83
10-01-01, 06, 07, 08, 09, 16, 18, 31, 32, 35, 37, 80, 81, 82, 83
Credit Records 03-01-XX
Rated Credits 41-01-XX
Cancel Records 51-01-XX 58-01-XX (Where the Record Being Cancelled is Unrated.)

Correction Records 71-01-XX

*Category 01 is utilized for Rated Messages; Category 10 is utilized for Unrated Messages

In addition, BellSouth shall provide a 42-50-01 Miscellaneous Charge record to support the Special Features Star Services (see Subappendix F for specific details) if these features are part of BellSouth's offering.
For detailed information regarding EMR, refer to the current version of the BellCore Practice BR010-200-010 Appendix.

3. Appendix Content

This Appendix describes baseline requirements for the transfer of BellSouth recorded, unrated usage to AT&T. Testing requirements and the reports needed to ensure data integrity are also included. Additional requirements and implementation details may be identified for conditions unique to

BellSouth. Modifications and/or exceptions to this Appendix must be negotiated and mutually agreed upon by BellSouth and AT&T.

SECTION II: RECORDED USAGE TO BE TRANSMITTED TO AT&T

1. **General**

This section addresses the types of usage to be transmitted by BellSouth to AT&T.

2. **Usage To Be Transferred To AT&T**

2.1 **AT&T Usage To Be Transferred**

The following messages recorded by BellSouth are to be transmitted to AT&T. BellSouth recorded usage includes all usage by AT&T Customers.

NOTE: Rated incollect messages should be transmitted via the direct feed and can be intermingled with the unrated messages. No special packing is needed.

2.1.1 For the period beginning upon the execution of this Agreement through November 15, 1996, the Parties agree that if any of the above mentioned messages cannot be rated and/or billed by AT&T, BellSouth will work diligently and in good faith with AT&T to determine the cause of the problem and will work to expeditiously resolve the defect. Upon the execution of this Agreement, BellSouth will provide AT&T with a contact name and number for the resolution of any problems that may arise under this subsection. The Parties further agree that if the number of problems that occur are de minimus, the process described in this subsection may be extended for the time period agreed to by the Parties. BellSouth to provide MIC manager name and number.

2.2 File transfer specifications are included within Section III of this Appendix II.

3. **AT&T Usage**

For all Recorded Usage Data provided by BellSouth to AT&T, such Recorded Usage Data in a local resale environment shall include all intraLATA toll and local usage. BellSouth will provide AT&T with unrated EMR records associated with all intraLATA toll and local usage which they record on AT&T's behalf. Any Category, Group and/or Record types approved in the future for BellSouth will be included if they fall within the definition of local service resale. AT&T shall be given notification of implementation of a new

type within the negotiated timeframes. NOTE: BellSouth messages will be packed using the packing criteria outlined in Section III. 4.8 of this Appendix. It is important to note that all BellSouth messages will be packed together (intermingled) based on the appropriate AT&T Send To/Bill To RAO combination. Specific categories, groups, and record types will not be packed separately.

SECTION III: BELLSOUTH TO AT&T USAGE FEED

1. **General**

This section contains the information required for BellSouth to transmit to AT&T the usage defined in this Appendix, Section II. This section specifically addresses the dataset requirements and processing.

2. **Detailed EMR Record Edits**

AT&T will perform detailed record edits on the unrated and rated messages upon receipt from BellSouth. See Appendix II, Section II, Paragraph 2.1.1.

3. **Duplicate Record Checks**

AT&T will perform record checks on the unrated and rated messages to validate that duplicate messages are not sent by BellSouth to AT&T.

4. **BellSouth to AT&T Usage Feed**

4.1 **DELETED**

4.2 **Physical Characteristics**

Data transported to AT&T on tape or cartridge via a courier will have the physical characteristics indicated in Subappendix A. AT&T's intent is for variable block format (2,476 bytes) with a LRECL of 2472.

4.3 **Data Delivery Schedules**

Data will be delivered to AT&T by BellSouth daily (Monday through Friday) unless otherwise negotiated. AT&T and/or BellSouth Data Center holidays are excluded. BellSouth and AT&T will exchange schedules of designated Data Center holidays.

4.4 **Resending Data**

AT&T will notify BellSouth of resend requirements if a pack or entire dataset must be replaced due to pack rejection, damage in transit, dataset name failure, etc.

4.5 Pack Rejection

Critical edit failure on the Pack Header or Pack Trailer records will result in pack rejection (e.g., detail record count not equal to grand total included in the pack trailer). Notification of pack rejection will be made by AT&T within one (1) business day of processing. Rejected packs will be corrected by BellSouth and retransmitted to AT&T by BellSouth.

4.6 Held Packs And Messages

AT&T and BellSouth will track pack number to control input based upon invoice sequencing criteria. BellSouth will be notified of sequence failures identified by AT&T and resend procedures are to be invoked.

4.7 Data Content Requirements

EMR is the format to be used for usage data provided to AT&T.

4.8 RAO Packing Requirements

A pack shall contain a minimum of one message record or a maximum of 9,999 message records plus a pack header record and a pack trailer record. A file transmission contains a maximum of 99 packs. A dataset shall contain a minimum of one pack. BellSouth will provide AT&T one dataset per sending location, with the agreed upon RAO/OCN populated in the Header and Trailer records.

Within the Header and Trailer records, the FROM RAO identifies the location that will be sending usage to AT&T. BellSouth will populate the FROM RAO field with the unique numeric value identifying the location that is sending the data to AT&T. BellSouth will populate the Send To/Bill To RAO fields with the appropriate AT&T RAO values. Also, Pack Header and Trailer will have the OCN appropriately populated.

The FROM RAO, OCN, and Remote Identifiers will be used by AT&T to control invoice sequencing and each will have its own invoice controls. See previous notes regarding Unbillables--accepting BST's Contact Number and BST Accepts AT&T's 2.1.1. terms.

The file's Record Format (RECFM) will be Variable Block (VB) Size 2,476 and the Logical Record Length (LRECL) will be 2,472 bytes.

AT&T has no special sort requirements for the packs sent by BellSouth.

4.9 Dataset Naming Convention

BellSouth will transmit the usage to AT&T using the following dataset naming conventions. The dataset name (DSN) will be partitioned into five nodes, separated by periods as follows:

NODE 1BB3PX*NN**
NODE 2.IBMUP
NODE 3 (To be determined during negotiations)
NODE 4.USAGE

NODE 5.G*NNNNV** (Generational Dataset to be incremented by sender).
*The italicized "*N*" represents numeric fields determined during negotiations.

4.10 Control Reports

AT&T accepts input data provided by BellSouth in EMR format in accordance with the requirements and specifications detailed in this section of the attachment. In order to ensure the overall integrity of the usage being transmitted from BellSouth to AT&T, data transfer control reports will be required. These reports shall be provided by AT&T to BellSouth on a daily or otherwise negotiated basis and reflect the results of the processing for each pack transmitted by BellSouth.

4.11 Message Validation Reports

AT&T will provide the following three (3) daily (or otherwise negotiated) Message Validation reports to the designated BellSouth System Control Coordinator. These reports will be provided for all data received within BellSouth Local Resale Feed and will be transmitted Monday through Friday whether or not there have been any files transmitted.

4.11.1 Message Validation Pack Reject Report (A7287)

This report provides information on packs rejected by AT&T. It lists the header and trailer record of each rejected pack and indicates the error codes and the associated error message which explains why the pack was rejected.

An example of the report and a list of Valid Error Codes and associated error messages are provided in Subappendix B hereto.

4.11.2 Message Validation Pack Accepted Report (A7288)

This report provides vital statistics and control totals by Record ID, Type of Service, Message Counts and Record Counts, for all valid, rejected and

dropped messages. The information is provided in the following report formats and control levels:

1. BellSouth Total Messages
2. BellSouth Total Records
3. RAO Total Messages
4. RAO Total Records
5. Pack Total (Record Counts and Message Counts)

The first four report formats include percentages that indicate the relationship of the daily input volume by Record ID and Type of Record to the total input volume provided by an RAO and BellSouth.

An example of the report is provided in Subappendix C hereto.

4.11.3 **Message Validation Detail Error Report (A7289)**

An EMR detailed error report is generated for each pack/ invoice that is received and processed by AT&T. The report lists, in vertical format, the complete 175 byte EMR record that has failed to pass the initial edit criteria. It prints this detailed information only for the first five EMR records that share a common error condition. The error condition is flagged on the report by one of two possible error codes preceding the field value. The error codes are:

(C) DENOTES CRITICAL ERRORS

(I) DENOTES INFORMATION ERRORS

The last two pages of the report for a given pack/invoice provide the following control totals:

Total Errors for each Field
Total Records Received
Total Records Dropped
Total Records Rejected to MIU
Pack Reject Rate
Total Default Count (represents the number of Files on all of the input records that had to be programmatically altered to meet the EMR standards and specifications.)

If the entire pack/invoice has been rejected because of a Critical Error Rate greater than 0.5%, the last page of the report will display such a statement enclosed in asterisks.

An example of the report is provided in Subappendix D hereto.

4.11.4 Control Reports - Distribution

Since BellSouth is not receiving control reports, dataset names will be established during detailed negotiations.

SECTION IV: AT&T PROCESSING REQUIREMENTS

1. General

This section contains requirements for AT&T processing of Recorded Usage Data that has been transmitted to AT&T for billing.

2. AT&T Rating Process

2.1 Message Rating

AT&T will rate any individual messages (as defined in Section II of this Appendix), that have not already been rated by BellSouth, prior to transmitting the usage to a billing environment within AT&T.

2.2 Application Of Taxes/Fees/Surcharges

AT&T will apply taxes, fees and surcharges as appropriate for the individual messages and/or customer accounts. The application of all taxes, fees and surcharges will be applied on all intraLATA local and toll usage received from BellSouth.

2.3 Duplicate Messages

AT&T has existing duplicate checks as part of their message processing or billing functions. AT&T will perform these checks on the rated/unrated messages sent pursuant to BellSouth duplicate message disposition procedures and reports will be identified by AT&T during negotiations.

2.4 Record Edits

2.4.1 AT&T Record Edits

See Appendix II, Section II, Paragraph 2.1.1. AT&T will perform detailed record edits on the rated and unrated messages prior to transmitting them to the billing environment.

2.4.2 BellSouth Record Edits

If BellSouth has existing detailed record edits for rated and unrated messages, BellSouth is to perform these edits.

See Appendix II, Section II, Paragraph 2.1.1

2.4.3 AT&T To BellSouth Message Returns

See Appendix II, Section II, Paragraph 2.1.1. [At the discretion of AT&T, messages that have been sent to AT&T by BellSouth that cannot be guided to an AT&T billed account or error in processing will be returned to BellSouth with the appropriate negotiated return codes as provided in this Appendix, Section II. 2.1 and Section II. 2.1.1.]

2.4.4 Cancel/Correction Records

AT&T, upon receipt of cancel/correction records, will perform their current matching functionality to identify the original message to be canceled/corrected. (Processing will be dependent upon individual negotiations.)

SECTION V: TEST PLANS AND ACTIVITIES

1. **General**

This section defines BellSouth and AT&T activities which are required prior to implementation. The tests and activities described are necessary to ensure a smooth, accurate and well-programmed conversion. Specific test dates will be identified through the negotiations process.

2. **Interface Testing**

The purpose of this test is to ensure that the usage described in Section II of this Appendix preceding can be sent by BellSouth to AT&T and can be accepted and processed by AT&T. BellSouth will provide a test file to AT&T's designated Regional Processing Center (RPC) in the format that will be used for live day-to-day processing. The file will contain that production Data Usage that AT&T and BST agree upon. The format of the file will conform to the requirements shown in Section III. AT&T will review the file and verify that it conforms to its data center requirements. AT&T will notify BellSouth in writing whether the format is acceptable. AT&T will also provide BellSouth with the agreed-upon control reports as part of this test.

3. **Operational Test**

The purpose of this test is to ensure that volumes of usage in consecutive sequence can be extracted, distributed, and processed by BellSouth and AT&T.

BellSouth is required to provide AT&T with BellSouth recorded, unrated usage (as defined in Section II of this Appendix) for a minimum of five (5) consecutive days. AT&T will provide BellSouth with the message validation reports associated with test usage.

AT&T will rate and process the unrated intraLATA toll and local usage. AT&T will process this data to test bills. AT&T may request that the test usage contain specific usage volumes and characteristics to ensure a complete test. Specific usage volumes and characteristics will be discussed during detailed negotiations.

4. **Test File**

Test data should be transported via CONNECT:Direct whenever possible. In the event that courier service must be used to transport test media, the physical tape characteristics to be used are described in Subappendix A hereto.

SECTION VI: POST DEPLOYMENT ACTIVITIES

1. General

Requirements for ongoing maintenance of the usage feeds between AT&T and BellSouth are described in this section. Included are minimal requirements for day to day control of the regularly scheduled transfer of BellSouth unrated and rated usage data and procedures for introducing and verifying AT&T/BellSouth System Changes.

2. Control Maintenance And Review

2.1 Periodic Review

Control procedures for all usage transferred between BellSouth and AT&T will require periodic review. This review may be included as part of an annual audit of BellSouth by AT&T or as part of the normal production interface management function. Breakdowns which impact the flow of usage between BellSouth and AT&T must be identified and jointly resolved as they occur. The resolution may include changes to control procedures, as similar problems would be avoided in the future. Any changes to control procedures would need to be mutually agreed upon by AT&T and BellSouth.

2.2 Retention of Records

BellSouth shall maintain a machine readable back-up copy of the message detail provided to AT&T for a minimum of forty-five (45) calendar days. AT&T will maintain the message detail received from BellSouth for a minimum period of forty-five (45) calendar days. Designated AT&T personnel will provide these records to BellSouth or its authorized agents upon written request. BellSouth will also provide any data back to AT&T upon their written request.

3. BellSouth Software Changes

When BellSouth plans to introduce any software changes which impact the format or content structure of the usage data feed to AT&T, designated BellSouth personnel will notify AT&T no less than one hundred twenty (120) calendar days before such changes are implemented.

BellSouth will communicate the projected changes to the appropriate groups in AT&T so that potential impacts on AT&T processing can be determined.

AT&T personnel will review the impact of the change on the entire control structure as described in Appendix II Section 5, Post Conversion Test Plan, herein. AT&T will negotiate any perceived problems with BellSouth and will arrange to have the data tested utilizing the modified software.

If it is necessary for BellSouth to request changes in the schedule, content or format of usage data transmitted to AT&T, BellSouth will notify AT&T.

3.1 **AT&T Requested Changes**

If it is necessary for AT&T to request changes in the schedule, content, or format of the usage data transmitted from BellSouth, AT&T will notify BellSouth.

When the negotiated changes are to be implemented, AT&T and/or BellSouth will arrange for testing of the modified data as described in Appendix II, Section 5, Post Conversion Test Plan.

4. **AT&T Software Changes**

When AT&T plans to introduce any software changes which may impact the format or content structure of the usage data transmitted from BellSouth, AT&T will notify the designated BellSouth personnel, no less than one hundred twenty (120) calendar days before such changes are implemented.

The AT&T contact will communicate the projected changes to the appropriate groups in BellSouth so that potential impacts on BellSouth processing can be determined.

AT&T will negotiate any perceived problems with BellSouth and will arrange to have the data tested utilizing the modified software.

Altering the one hundred twenty (120) day window for introducing software changes can be negotiated by both companies, dependent upon the scope and impact of the change.

5. **Post-Conversion Test Plan**

The test plan described below is designed to encompass all types of changes to the usage data transferred by BellSouth to AT&T and the methods of transmission for that data.

5.1 **BellSouth System Change Description**

For a BellSouth system change, BellSouth shall provide AT&T with an overall description of the change, stating the objective and a brief explanation of the reasons for the change.

During the initial negotiations regarding the change, BellSouth shall provide a list of the specific records and/or systems impacted by the change to designated AT&T personnel.

Finally, BellSouth shall also provide AT&T a detailed description of the changes to be implemented. It shall include sufficient detail for designated AT&T personnel to analyze and estimate the effects of the changes and to design tests to verify the accuracy of the implementation.

5.2 **Change Negotiations**

AT&T shall be notified in writing of all proposed negotiations initiated by BellSouth. In turn, AT&T will notify BellSouth of proposed change negotiations initiated by AT&T.

After formal notification of planned changes, whether originated by BellSouth or AT&T, designated AT&T personnel will schedule negotiation meetings as required with designated BellSouth personnel. The first meeting should produce the overall change description (if not previously furnished) and the list of records and/or systems affected.

In subsequent meetings, BellSouth shall provide the detailed description of changes to be implemented. After reviewing the described changes, designated AT&T personnel will negotiate a detailed test procedure with BellSouth.

5.3 **Control Change Analysis**

Based on the detailed description of the changes provided by BellSouth, and the review of the projected changes by AT&T, designated AT&T personnel will:

5.3.1 Determine the impact of the changes on the overall structure.

5.3.2 Determine whether any single change has a potential control impact (i.e., high error rate on individual records that might result in pack rejection);

5.3.3 Determine whether any controls might be adversely affected; and

5.3.4 Arrange for appropriate control structure changes to meet any of the above conditions.

5.4 **Verification Of Changes**

5.4.1 Based on the detailed description of changes furnished by BellSouth, designated AT&T personnel will:

5.4.1.1 Determine the type of change(s) to be implemented.

5.4.1.2 Develop a comprehensive test plan.

5.4.1.3 Negotiate scheduling and transfer of modified data with BellSouth.

5.4.1.4 Negotiate testing of modified data with the appropriate AT&T RPC.

5.4.1.5 Negotiate processing of verified data through the AT&T billing system with the RPC.

5.4.1.6 Arrange for review and verification of testing with appropriate AT&T groups.

5.4.1.7 Arrange for review of modified controls, if applicable.

5.5 **Introduction of Changes**

5.5.1 When all the testing requirements have been met and the results reviewed and accepted, designated AT&T personnel will:

5.5.1.1 Negotiate an implementation schedule.

5.5.1.2 Verify the existence of a contingency plan with the appropriate AT&T personnel.

5.5.1.3 Arrange for the follow-up review of changes with appropriate AT&T personnel.

5.5.1.4 Arrange for appropriate changes in control program, if applicable.

5.5.1.5 Arrange for long-term functional review of impact of changes on the AT&T billing system, i.e., accuracy, timeliness, and completeness.

SECTION VII: SUBAPPENDICES

SUMMARY OF SUBAPPENDICES

Subappendix A

Physical Characteristics Of Data Tapes/
Cartridges

Subappendix B

DELETED

Subappendix C

Message Validation Pack Accepted Report (A7288)

Subappendix D

Message Validation EMR Detail Error Report (A7289)

Subappendix E

Special Features Star Services

Subappendix F

Carrier from which AT&T will buy messages

Subappendix G

Types or Messages

Subappendix H

Subappendix I

Subappendix J

Subappendix K

SUBAPPENDIX A

PHYSICAL CHARACTERISTICS OF DATA TAPES/CARTRIDGES

Data transported to AT&T by the BellSouth, or to the BellSouth by AT&T, on tape or cartridge via a courier will have the following physical characteristics:

Tape:	9-track, 6250 (or 1600) BPI (Bytes per inch)
Cartridge:	38,000 BPI (Bytes per inch)
LRECL:	2,472 Bytes
Parity:	Odd
Character Set:	Extended Binary Coded Decimal Interchange Code (EBCDIC)
External labels:	Exchange Carrier Name, Dataset Name (DSN) and volume serial number
Internal labels:	IBM Industry OS labels will be used. They consist of a single volume label and two sets of header and trailer labels.
One file per sending location with variable length records	104 bytes EMR compacted format plus modules as applicable.

SUBAPPENDIX B

DELETED

SUBAPPENDIX C

MESSAGE VALIDATION PACK REJECT REPORT (A7287)

MM/DD/YY HH:MM:SS

RETEN CODE: 01R-00300

COMPANY XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX REMOTE ID 9999X FROM BSID 999

	RECORD ID	DATE CREATED	INVOICE NUMBER	BELL CO ID	BELL RAO	IX CARRIER	IND CO ID
HEADER	999999	99-99-99	99	99	999	999	9999

	RECORD ID	DATE CREATED	INVOICE NUMBER	BELL CO ID	BELL RAO	IX CARRIER	IND CO ID	TOTAL REC. COUNT
TRAILER	999999	99-99-99	99	99	999	999	9999	99,999

	ERROR CODE	ERROR MESSAGE
ERRORS	EC99.9	XXXXXXXXXXXXXXXXXXXX

SUBAPPENDIX C (CONT'D)
MESSAGE VALIDATION PACK REJECT REPORT (A7287)

ERROR CODE	ERROR MESSAGES
EC01.2	First record after trailer is not a Pack Header.
EC03.2	From RAO is not numeric.
EC04.3	Invoice number on header invalid.
EC04.5	Company ID not numeric.
EC04.6	Independent company ID is not numeric.
EC04.7	Header Record ID is invalid.
EC04.8	Trailer Record ID is invalid.
EC04.9	Trailer Record count invalid.
EC05.0	Duplicate pack.
EC05.1	Old Pack.
EC05.2	RAO not found on table.
EC07.3	Error rate greater than invoice file threshold for RAO invoice number.
EC12.0	Remote ID in Dataset is not valid.
EC20.0	No detail records in pack.
EC13.0	Invalid status on Pack Header.
EC27.0	Pack exceeds limit of 9,999 detail records.
EC40.9	Pack Header record is missing.
EC41.0	Trailer record is missing.
EC42.0	Trailer message volume is not equal to accumulated message volume.
EC44.0	Header/Trailer date is invalid.
EC45.0	From RAO on Trailer Record is not equal to the from RAO on Header Record.
EC48.0	Invoice number on Trailer Record is not equal to the invoice number on the Header Record.

SUBAPPENDIX D - MESSAGE VALIDATION PACK ACCEPTED REPORT (A7288)

MM/DD/YY-------HH:MM:SS

RETEN CODE: 01R-00300

COMPANY XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX FROM RAO INVOICE NO. DATE CREATED

TOTAL RECORDS RECEIVED

-------ZZ.ZZ9 -----999----------99----------MM/DD/YY----------

RECORD ID	TYPE OF RECORD	MESSAGE COUNTS VALID	REJECTED	DROPPED	TOTAL	RECORD COUNTS VALID	REJECTED	DROPPED	TOTAL
010102	OUTWATS (NON-SMDR)	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZZ9	ZZ.ZZZ9	ZZ.ZZZ9	ZZ.ZZZ9
010103	OUTWATS (SMDR)	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZZ9	ZZ.ZZZ9	ZZ.ZZZ9	ZZ.ZZZ9
010104	800 SERVICE	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZZ9	ZZ.ZZZ9	ZZ.ZZZ9	ZZ.ZZZ9
	TOTAL WATS/800								
010101	MTS					ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9
010106	NON-DIAL CONFER BRIDGE	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZZ9	ZZ.ZZZ9	ZZ.ZZZ9	ZZ.ZZZ9
010107	NON-DIAL CONFER LEG RECORD	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZZ9	ZZ.ZZZ9	ZZ.ZZZ9	ZZ.ZZZ9
010108	DIAL CONFERENCE BRIDGE	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZZ9	ZZ.ZZZ9	ZZ.ZZZ9	ZZ.ZZZ9

010111	ALLIANCE (AGTC)	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZZ9	ZZ.ZZZ9	ZZ.ZZZ9
010116	DIAL-IT SERVICE	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZZ9	ZZ.ZZZ9	ZZ.ZZZ9
010132	DIRECTORY ASSISTANCE	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZZ9	ZZ.ZZZ9	ZZ.ZZZ9
010180	MARINE/AIRCRAFT	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZZ9	ZZ.ZZZ9	ZZ.ZZZ9
010181	RADIO LINK	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZZ9	ZZ.ZZZ9	ZZ.ZZZ9
010182	MARINE NON-DIAL CONFER BRIDGE	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZZ9	ZZ.ZZZ9	ZZ.ZZZ9
010183	MARINE NON-DIAL CONFER LEG REC.	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZZ9	ZZ.ZZZ9	ZZ.ZZZ9
0101XX	OTHER MTS RECORDS	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZZ9	ZZ.ZZZ9	ZZ.ZZZ9
TOTAL NORTH AMERICAN MTS								

010201	IOTC/IDDD MTS	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZZ9	ZZ.ZZZ9	ZZ.ZZZ9
0102XX	IOTC/IDDD OTHERS	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZZ9	ZZ.ZZZ9	ZZ.ZZZ9
010301	IOTC BFC MTS	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZZ9	ZZ.ZZZ9	ZZ.ZZZ9
0103XX	IOTC BFC OTHERS	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZZ9	ZZ.ZZZ9	ZZ.ZZZ9
010401	IOC MTS					ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9
		ZZ.ZZ9	ZZ.ZZZ9	ZZ.ZZZ9	ZZ.ZZZ9	ZZ.ZZZ9		
0104XX	IOC OTHERS	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZZ9	ZZ.ZZZ9	ZZ.ZZZ9
010501	IOC MTS					ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9
		ZZ.ZZ9	ZZ.ZZZ9	ZZ.ZZZ9	ZZ.ZZZ9	ZZ.ZZZ9		
0105XX	IOC OTHERS	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZ9	ZZ.ZZZ9	ZZ.ZZZ9	ZZ.ZZZ9

TOTAL OVERSEAS MTS

015002 OUTWATS LINE SUMMARYZZ.ZZ9 ZZ.ZZ9 ZZ.ZZ9 ZZ.ZZ9 ZZ.ZZZ9
ZZ.ZZZ9 ZZ.ZZZ9 ZZ.ZZZ9

015004 800 LINE SUMMARYZZ.ZZ9 ZZ.ZZ9 ZZ.ZZ9 ZZ.ZZ9 ZZ.ZZZ9 ZZ.ZZZ9
ZZ.ZZZ9 ZZ.ZZZ9

015032 DIR. ASSISTANCE LINE SUMMARYZZ.ZZ9 ZZ.ZZ9 ZZ.ZZ9 ZZ.ZZ9 ZZ.ZZZ9
ZZ.ZZZ9 ZZ.ZZZ9 ZZ.ZZZ9

TOTAL OVERSEAS MTS

03XXXX CREDIT REQUESTSZZ.ZZ9 ZZ.ZZ9 ZZ.ZZ9 ZZ.ZZ9 ZZ.ZZZ9 ZZ.ZZZ9
ZZ.ZZZ9 ZZ.ZZZ9

51/52 CANCEL REQUESTSZZ.ZZ9 ZZ.ZZ9 ZZ.ZZ9 ZZ.ZZ9 ZZ.ZZZ9 ZZ.ZZZ9
ZZ.ZZZ9 ZZ.ZZZ9

71/72 CORRECTION REQUESTSZZ.ZZ9 ZZ.ZZ9 ZZ.ZZ9 ZZ.ZZ9 ZZ.ZZZ9
ZZ.ZZZ9 ZZ.ZZZ9 ZZ.ZZZ9

INVALID RECORD IDENTIFICATION ZZ.ZZ9
ZZ.ZZZ9

PACK TOTALS ZZ.ZZ9 ZZ.ZZ9ZZ.ZZ9 ZZ.ZZ9 ZZ.ZZZ9 ZZ.ZZZ9 ZZ.ZZZ9
ZZ.ZZZ9 ZZ.ZZZ9

SUBAPPENDIX E

PAPER COPY OF THIS REPORT TO BE PROVIDED

SUBAPPENDIX E
SPECIAL FEATURES STAR SERVICES

The following are STAR Services supported by these Local Resale requirements to date. When identified, additional services can be negotiated to be included in this Resale offer.

1) Busy Redial/Last Number Redial ..... This feature allows a customer to redial a number when a Busy signal is encountered.

2) Call Return/Missed Call Dialing..... This feature allows a customer to automatically return the most recent incoming call, even if it is not answered.

3) Call Trace ..... This feature allows the tracing of nuisance calls.

4) 3-Way Calling..... This feature allows for three (3) Parties to communicate on one line.

5) Automatic Redial..... This feature allows a customer to automatically redial the last number dialed.

To provide for the transfer and billing of these features the following requirements apply:

For all "per use" STAR Features the 'Miscellaneous Charge Line Summary Non-Detail Charge' 425001 record should be used and be populated as follows:

CONNECT TIME	POSITIONS 55 - 60	**MUST BE POPULATED**
MISCELLANEOUS TEXT CODE	POSITIONS 168 - 172	1) BUSY REDIAL/LAST NUMBER REDIAL POPULATE WITH **'00001'**
MISCELLANEOUS *TEXT CODE	POSITIONS 168 - 172	2) CALL RETURN/LAST NUMBER REDIAL POPULATE WITH **'00002'**
MISCELLANEOUS TEXT CODE	POSITIONS 168 - 172	3) CALL TRACE POPULATE WITH **'00003'**
MISCELLANEOUS TEXT CODE	POSITIONS 168-172	4) 3-WAY CALLING POPULATE WITH **'00004'**
MISCELLANEOUS TEXT CODE	POSITIONS 168-172	5) AUTOMATIC REDIAL POPULATE WITH **'00005'**

NOTE: For fields not specifically defined, the standard EMR format for a 425001 record should be used.

SUBAPPENDIX F

Subappendix F sets forth the Carrier from which AT&T will buy messages:

BellSouth

SUBAPPENDIX G

Subappendix G sets forth the types of messages for which AT&T will provide the Services.

INTRALATA LOCAL AND TOLL COLLECT

INTRALATA LOCAL AND TOLL BILLED TO THIRD NUMBER

INTRALATA LOCAL AND TOLL CALLING CARD

SUBAPPENDIX H

PURCHASE OF ACCOUNTS RECEIVABLE RATE: 100%

BILLING AND COLLECTIONS RATES: .05 per message

SUBAPPENDIX I

Subappendix I sets forth the Carrier from which BellSouth will buy messages:

AT&T

SUBAPPENDIX J

MESSAGES

Subappendix J sets forth the types of messages for which BellSouth will provide the Services.

LOCAL INTRAREGION AND TOLL COLLECT

LOCAL INTRAREGION AND TOLL BILLED TO THIRD NUMBER

LOCAL INTRAREGION AND TOLL CALLING CARD

SUBAPPENDIX K

RATES

PURCHASE OF ACCOUNTS RECEIVABLE RATE: 100%

BILLING AND COLLECTIONS RATES: .05 per message

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3. Permanent Number Portability (PNP).....3

4. Requirements for INP and PNP.....3

LOCAL NUMBER PORTABILITY

1. BellSouth Provision of Local Number Portability

BellSouth shall provide number portability in accordance with requirements of the Act. Interim Number Portability (INP) will be provided by BellSouth to AT&T, immediately upon the Effective Date of this Agreement. INP will be provided with minimum impairment of functionality, quality, reliability and convenience to subscribers of AT&T services. BellSouth will provide PNP as soon as it is technically feasible, in conformance with FCC rules and the Act and the Georgia Public Service Commission in Docket No. 5840-U.

1.A AT&T Provision of Local Number Portability

Upon request by BellSouth, AT&T shall provide number portability in accordance with the requirements of the Act. BellSouth and AT&T shall negotiate in good faith AT&T's provisions of INP to BellSouth consistent with BellSouth's actual requirements and AT&T's technical capabilities.

2. Interim Number Portability (INP)

INP shall be provided by Remote Call Forwarding ("RCF"), Route Indexing, or Local Exchange Routing Guide (LERG) reassignment. In addition to providing RCF, BellSouth agrees to provide Route Indexing and LERG reassignment in every local service office. AT&T shall specify on a per telephone number basis which method is to be employed and BellSouth shall provide such method to the extent technically feasible.

2.1 Remote Call Forwarding (Pricing, if any, to be covered in Part IV)

Remote Call Forwarding (RCF) is an existing switch-based BellSouth service that may be used to provide subscribers with limited service-provider LNP by redirecting calls within the telephone network. When RCF is used to provide LNP, calls to the ported number will first route to the BellSouth switch to which the ported number was previously assigned. The BellSouth switch will then forward the call to a number with an NXX associated with the AT&T operated switch to which the number is ported. AT&T shall be required to order, additional paths to handle multiple simultaneous calls to the same ported telephone number.

2.2 Route Indexing

Route Indexing (RI) may take two forms: Route Index-Portability Hub (RI-PH) or Directory Number-Route Index (DN-RI).

2.2.1 RI-PH will route a dialed call to the BellSouth switch associated with the NXX of the dialed number. The BellSouth switch shall then insert a prefix onto the dialed number which identifies how the call is to be routed to AT&T as the local service provider. The prefixed dialed number is transmitted to the BellSouth tandem switch to which AT&T is connected. The prefix is removed by the operation of the tandem switch and the dialed number is routed to AT&T's switch so the routing of the call can be completed by AT&T.

2.2.2 DN-RI is a form of RI-PH that requires direct trunking between the BellSouth switch to which the ported number was originally assigned and the AT&T switch to which the number has been ported. The BellSouth switch shall send the originally dialed number to the AT&T switch without a prefix.

2.2.3 BellSouth shall provide RI-PH or DN-RI on an individual telephone number basis, as AT&T designates. Where technically feasible, AT&T may designate both methods so that calls to ported numbers are first directed to the AT&T switch over direct trunks but may overflow to tandem trunks if all trunks in the direct group are occupied.

2.2.4 For both RI-PH and DN-RI the trunks used may, at AT&T's option, and where technically feasible, be the same as those used for exchange of other local traffic and intraLATA toll traffic with BellSouth. At AT&T's option, the trunks shall employ SS7 or in band signaling.

2.3 **LERG Reassignment**

Portability for an entire NXX: Local Exchange Routing Guide (LERG). reassignment of an entire NXX can be via per occasion agreements among BellSouth, AT&T and the LERG administrators. Updates to translations in the BellSouth switching office from which the telephone number is ported will be made by BellSouth prior to the date on which LERG changes become effective, in order to redirect calls to the AT&T switch via route indexing.

2.4 **Other Interim Portability Provisions**

2.4.1 BellSouth shall exchange with AT&T, SS7 TCAP messages as required for the implementation of Custom Local Area Signaling Services (CLASS) or other features available in the BellSouth network.

2.4.2 BellSouth shall notify AT&T of any technical or capacity limitations that would prevent use of a requested interim LNP implementation in a particular switching office. BellSouth and AT&T shall cooperate in the process of porting numbers to minimize customer out-of-service time.

2.4.2.1 For a coordinated cutover environment (where the loop is being purchased by AT&T as an unbundled network element at the time of INP implementation), BellSouth shall update switch translations, where necessary, as close to the requested time as possible, using best efforts not to exceed thirty (30) minutes after the physical cutover is completed.

2.4.2.2 For a non-coordinated cutover environment (where the loop is supplied by AT&T), BellSouth shall schedule a mechanized update of switch translations at the AT&T requested cutover time (frame due time). In the event that AT&T requires a change to the requested cutover time, AT&T shall notify the BellSouth Local Carrier Service Center a minimum of three (3) hours prior to the frame due time to arrange for a new frame due time. BellSouth shall update switch translations where necessary as close to the requested time as possible, using best efforts not to exceed thirty (30) minutes after the physical cutover is completed.

2.4.3 AT&T shall have the right to use the existing BellSouth 911 infrastructure for all 911 capabilities. With respect to 911 service associated with ported numbers under INP, BellSouth agrees that all ported directory numbers (DN) will remain in the Public Service Answering Points (PSAP) routing databases. When RCF is used, both the ported numbers and shadow numbers for AT&T ported subscribers shall be stored in PSAP databases. AT&T shall have the right to verify the accuracy of the information in the PSAP databases.

2.4.4 BellSouth shall bill and AT&T shall pay the rates set forth in Part IV of this Agreement for INP. Billing and payment shall be in accordance with the applicable terms and conditions set forth in this Rates Agreement.

3. Permanent Number Portability (PNP)

PNP is currently being worked in industry forums. The results of these forums will dictate the industry direction of PNP. BellSouth agrees to implement PNP as directed by the FCC in FCC Docket 95-116 and the appropriate industry forums.

4. Requirements for INP and PNP

4.1 White and Yellow Page Listings

Pursuant in Section 20 of the General Terms and Conditions of the Agreement, BellSouth shall provide and maintain for AT&T one (1) white page and one (1) yellow page (if applicable) listing for each AT&T subscriber that has ported its number from BellSouth, consistent with that specified for Provisioning in this Agreement. The listing and handling of listed and nonlisted telephone numbers will be at least at parity with that provided by BellSouth to its own subscribers.

4.2 **DELETED**

4.3 **Testing**

BellSouth and AT&T shall cooperate in conducting AT&T's testing to ensure interconnectivity between systems. BellSouth shall inform AT&T of any system updates that may affect the AT&T network and BellSouth shall, at AT&T's request, perform tests to validate the operation of the network. Additional testing requirements may apply as specified by this Agreement.

4.4 **Non-Geographical Numbers**

BellSouth shall not be required to provide number portability for non-geographic services (e.g., 500 and 900 NPAs, and 976 NXX number services) under this Agreement.

4.5 **Engineering and Maintenance**

BellSouth and AT&T will cooperate to ensure that performance of trunking and signaling capacity is engineered and managed at levels which are at least at parity with that provided by BellSouth to its subscribers and to ensure effective maintenance testing through activities such as routine testing practices, network trouble isolation processes and review of operational elements for translations, routing and network fault isolation. Additional specific engineering and maintenance requirements shall apply as specified in this Agreement.

4.6 BellSouth shall provide AT&T with accurate billing and Customer Account Record Exchange data for AT&T subscribers whose numbers have been ported.

4.6.1 **DELETED**

4.6.2 **DELETED**

4.6.3 **DELETED**

4.6.4 **DELETED**

4.7 **Operator Services and Directory Assistance**

With respect to operator services and directory assistance associated with LNP for AT&T subscribers, BellSouth shall provide the following:

4.7.1 While INP is deployed and prior to conversion to PNP:

4.7.1.1 If requested by AT&T, BellSouth shall provide Emergency Interrupt (EI) Trunks to the AT&T End Office for BLV/BLI call requests for lines that terminate at the AT&T End Office.

4.7.1.2 When a BLV/BLI request for a ported number is directed to a BellSouth operator and the query is not successful (i.e., the request yields an abnormal result), the operator shall confirm whether the number has been ported and shall direct the request to the appropriate operator.

4.7.1.3 When a customer chooses AT&T as its local services provider and as a result such customer's number is ported to AT&T, BellSouth shall remove from its Line Information Data Base (LIDB) all existing BellSouth issued Telephone Line Number (TLN)-based card numbers when a customer ports their number to AT&T.

4.7.1.4 BellSouth shall allow AT&T to order provisioning of TLN calling cards and Billed Number Screening (BNS), in its LIDB, for ported numbers, as specified by AT&T. BellSouth shall continue to allow AT&T access to its LIDB. Other LIDB provisions are specified in this Agreement.

4.7.1.5 Where BellSouth has control of directory listings for NXX codes containing ported numbers, BellSouth shall maintain entries for ported numbers as specified by AT&T.

4.7.2 **DELETED**

4.7.2.1 **DELETED**

4.7.2.2 **DELETED**

4.7.2.3 **DELETED**

4.7.2.4 **DELETED**

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NETWORK SECURITY

1. **Protection of Service and Property**

BellSouth shall exercise the same level of care it provides itself to prevent harm or damage to AT&T, its employees, agents or customers, or their property. BellSouth agrees to take reasonable and prudent steps to ensure the adequate protection of AT&T property located within BellSouth Premises including, but not limited to:

1.1 Restricting access to AT&T equipment, support equipment, systems, tools and data, or spaces which, contain or house AT&T equipment enclosures, to AT&T employees and other authorized non-AT&T personnel to the extent necessary to perform their specific job function.

1.2 Assuring that the physical security and the means of ingress and admission to spaces that house AT&T equipment or equipment enclosures are equal to or exceed those provided for BellSouth pursuant to BellSouth Admissions Practices.

1.3 **DELETED**

1.4 **DELETED**

1.5 **DELETED**

1.6 **DELETED**

1.7 Limiting the keys used in its keying systems for spaces which contain or house AT&T equipment or equipment enclosures to its employees and representatives for emergency access only. AT&T shall further have the right to change locks on all spaces where deemed necessary for the protection and security of such spaces. In such an event, AT&T shall provide BellSouth with replacement keys.

1.8 Insuring that doors that provide access to AT&T equipment enclosures are equipped to protect against removal of hinge pins.

1.9 **DELETED**

1.10 **DELETED**

1.11 **DELETED**

1.12 Installing controls and logical security:

- to disconnect a user for a pre-determined period of inactivity on authorized ports;
- to protect customer proprietary information; and
- to databases to ensure both ongoing operational and update integrity.
- to assure that all approved system and modem access be secured through security servers and that access to or connection with a network element shall be established through a secure network or security gateway.
- to provide security in accordance with BellSouth BSP008-140-230BT (Design, Development, Maintenance and Administration Security Standards for Network Elements, Network Element Support Systems, and other Computer Systems.)

1.13 **DELETED**

2. **Revenue Protection**

2.1 Where BellSouth services are being resold and where AT&T is using a BellSouth port, AT&T will have the use of all present and future fraud prevention or revenue protection features, including prevention, detection, or control functionality embedded within any of the network elements available to BellSouth. These features include, but are not limited to, screening codes, call blocking of international, 800, 900, and 976 numbers.

2.2 The party causing a provisioning, maintenance or signal network routing error that results in uncollectible or unbillable revenues to the other party shall be liable for the amount of the revenues lost by the party unable to bill or collect the revenues less costs that would have been incurred from gaining such revenues. The process for determining the amount of the liability will be as set forth in Attachment 7, Section 6 of this Agreement.

Uncollectible or unbillable revenues resulting from the accidental or malicious alteration of software underlying Network Elements or their subtending operational support systems by unauthorized third Parties shall be the responsibility of the Party having administrative control of access to said Network Element or operational support system software to the extent such unbillable or uncollectible revenue results from the gross negligence or willful act or omission of the Party having such administrative control.

2.3 BellSouth shall be responsible for any uncollectible or unbillable revenues resulting from the unauthorized physical attachment to loop facilities from the Main Distribution Frame up to and including the Network Interface Device, including clip-on fraud to the extent such unbillable or uncollectible revenue results from the gross negligence or willful act or omission of BellSouth. BellSouth shall provide soft dial tone to allow only the completion of calls to final termination points required by law.

3. **Law Enforcement Interface**

BellSouth shall provide seven day a week/ twenty-four hour a day installation and information retrieval pertaining to traps, assistance involving emergency traces and information retrieval on customer invoked CLASS services, including call traces requested by AT&T Security/Network services. BellSouth shall provide all necessary assistance to facilitate the execution of wiretap or dialed number recorder orders from law enforcement authorities.

ACRONYM	DEFINITION
AAA	American Arbitration Association
ABSBH	Average Busy Season Busy Hour
ACD	Automatic Call Distributor
AIN	Advanced Intelligent Network
ALEC	Alternative Local Exchange Carrier
ALI/DMS	Automatic Location Identification/Data Management Systems
AMA	Automated Message Accounting
ANSI	American National Standards Institute
ARPM	Average Revenue Per Message
ARS	Automatic Route Selection
ARU	Automatic Response Unit
ATIS	Alliance for Telecom Industry Solutions
ATM	Asynchronous Transfer Mode
B	Bearer
BACR	Billing Account Cross Reference
BAN	Billing Account Number
BAR	Billing Account Reference
BICI	Broadband Inter-Carrier Interface
BITS	Building Integrated Timing Supply
BLV	Busy Line Verification
BLV/ELI	Busy Line Verification/Emergency Line Interrupt
BNS	Billed Number Screening
BOC	Bell Operating Company
BOS	Billing Output Specifications
BRI	Basic Rate ISDN
BRCS	Business and Residential Customer Service
C	Network Element Combination
C-DTTA	Combo of Dedicated Transport & Tandem
C-LPLS	Combo of Loop & Local Switching
CABS	Carrier Access Billing Systems
CAMA ANI	Centralized Automatic Message Accounting - Automatic Number Identification
CAP	Competitive Access Provider
CCITT	Consultative Committee on International Telegraph & Telephone
CCL	Common Carrier Line
CCS	Communications Channel Signaling
CCS7	Common Channel Signaling System 7
CCSNIS	Common Channel Signaling Network Interface

*Combo of: Local Switching, Common Transport, Signaling, Databases & Tandem Switching

	Specification
CI	Customer Interface
CIC	Carrier Identification Code
CF/B	Call Forward on Busy
CF-B/DA	Call Forward on Busy/Don't Answer
CF/DA	Call Forward Don't Answer
CgPN	Calling Party Number
CLASS	Custom Local Area Signaling Service
CLASS/LASS	Customer Local Area Signaling Services
CLC	Carrier Liaison Committee
CLEC	Competitive Local Exchange Carrier
CLLI	Common Language Location Identifier
CMDS	Centralized Message Distribution System
CMIP	Coded Mark Inversion Protocol
CN	Charge Number
CO	Central Office
CPE	Customer Premises Equipment
CRDD	Customer Requested Due Dates
CSD	Circuit Switched Data
CT	Common Transport
CY	Current Year
D	Data
DA	Directory Assistance
DACS	Digital Access Crossconnect Systems
DB	Database
DB	Service Central Points/Databases
DCC	Data Communications Channel
DCMS	Digital Circuit Multiplication Systems
DCS	Digital Cross-Connect System
DDD	Desired Due Date
DID	Direct Inward Dialing
DLC	Digital Loop Carrier
DLCI	Data Link Connection Identifier
DMOQs	Direct Measures of Quality
DN	Directory Numbers
DN-RI	Directory Number - Route Index
DS-1	Digital Signal Level One
DS-3	Digital Signal Level Three
DSAP	Due Date Support Application
DS0	Digital Signal Level Zero
DSI	Digital Speech Interpolation
DSN	Data Set Name
DSX	Digital Cross Connect

DT	Dedicated Transport
DTMF	Dual-Tone Multi Frequency
DTN	Destination Telephone Number
E	Network Element
E&M	Ear & Mouth Signaling
E-LP	Element Loop
EAMF	Equal Access Multi-Frequency
EBCDIC	Extended Binary-Coded Decimal Interexchange Code
EBI	Electronic Bonding Interface
EDD	Envelope Delay Distortion
EDI	Electronic Data Interchange
EFT	Electronic Fund Transfer
EI	Electronic Interface
EI	Emergency Interrupt
ELI	Emergency Line Interrupt
ERL	Echo Return Loss
EMR	Exchange Message Record
EO	End Office
ERMA	Engineering Records Mark-up and Assignment
ES	Errored Second
ESF	Extended Super Frame
ESL	Essential Service Line
ETTR	Estimated Time to Repair
FCC	Federal Communications Commission
FDI	Feeder Distribution Interface
FN	Fiber Node
FOC	Firm Order Confirmation
FRF	Frame Relay Forum
FUNI	Framebased User to Network Interface
GTT	Global Title Translation
HDBH	High-day Busy Hour
HDT	Host Digital Terminal
HFC	Hybrid Fiber Coax
HFC-HDT	Hybrid Fiber Coax - Host Digital Terminal
IBC	Initial Billing Company
IC/M	Intelligent Loop Concentrator/Multiplexer
ICS	Inter-Company Settlements
ID	Remote Identifiers
IEC	Interexchange Carrier
IECs	Interexchange Carriers
IEEE	Institute of Electrical and Electronic Engineers
IISP	Interim Interswitch Signaling Protocol
ILEC	Incumbent Local Exchange Carrier

IMD	Intermodulation Distortion
INA	Integrated Network Access
INP	Interim Number Portability
IPP	Independent Payphone Provider
ISDN	Integrated Services Digital Network
ISDNUP	Integrated Services Digital Network User Part
ISNI	Intermediate Signal Network Identifier
ISO	International Standardization Organization
ISUP	Integrated Services User Part
ITU	International Telecommunications Union
IVMS	Interswitch Voice Messaging Service
IXC	Interexchange Carriers
LARG	LIDB Access Routing Guide
LASS	Local Area Signaling Services
LATA	Local Access Transport Area
LC	Loop Concentrator/Multiplexor
LCC	Line Class Code
LCSC	Local Carrier Service Center
LD	Loop Distribution
LEC	Local Exchange Carrier
LEC DA	LEC Directory Assistance
LEC SCE	LEC Service Creation Environment
LEC SCP	LEC Service Control Point
LEC SMS	LEC Service Management System
LEC SSP	LEC Service Switching Point
LERG	Local Exchange Routing Guide
LF	Loop Feeder
LGX	Lightguide Cross-Connect
LIDB	Line Information Data Base
LMI	Local Management Interface
LNP	Local Number Portability
LOF	Loss of Frame
LOS	Loss of Signal
LP	Loop
LRECL	Logical Record Length
LRN	Local Routing Number
LS	Local Switching
LSO	Local Serving Office
LSSGR	LATA Switching Systems Generic Requirements
MDF	Main Distribution Frame
MDU	Multiple Dwelling Unit
MDU/BCL	Multiple Dwelling Unit/Business Customer Location
MF	Multi-Frequency

MIB	Management Information Base
MLT	Mechanized Loop Tests
MOP	Methods of Procedure
MOS	Modified Operator Services
MPB	Meet-Point Billing
MR	Modification Request
MRVT	MTP Routing Verification Test
MSAG	Master Street & Address Guide
MTP	Message Transfer Port
MTTR	Mean Time to Repair
MWI	Message Waiting Indicator
NCS	National Communications System
NEBS	Network Equipment Building System
NEC	National Electronical Code
NECA	National Exchange Carrier Association
NESC	National Electrical Safety Code
NGDLC	Next Generation Digital Loop Carrier
NI	Network Interface Device
NID	Network Interface Device
NIU	Network Interface Unit
NMS	Network Management System
NNI	Network to Network Interface
NSEP	National Security Emergency Preparedness
NVT	Network Validation Test
OAM	Operation and Maintenance
OAM&P	Operations Administration Maintenance & Provisioning
OBF	Open & Billing Forum
OC	Optical Carrier
OSHA	Occupational Safety and Health Act
ODS	Optical Distribution
OLI	Originating Line Indicator
OMAP	Operations, Maintenance & Administration Part
OOF	Out-of-Frame
ORT	Operational Readiness Test
OS	Operator Services
OSPS	Operator Services Position System
OSS	Operations Support Systems
OSSGR	Operator Services Systems Generic Requirements
OTS	Operator Transfer Service
PBX	Private Branch Exchange
PDD	Post Dial Delay
PDH	Plesiochronous Digital Hierarchy
PEC	Primary Exchange Carrier

PIC	Primary Interexchange Carrier
PLU	Percent Local Usuage
PNP	Permanent Number Portability
POI	Point of Interface
POI	Points of Interconnection
POT	Point of Termination
POTS	Plain Old Telephone Service
PRI	Primary Rate Interface
PSAP	Public Safety Answering Point
PSD	Packet Switched Data
P/SIMS	Products and Services Inventory Management System
PSTN	Public Switched Telecommunications Network
PUC	Public Utilities Commission
RAO	Revenue Accounting Office
RCF	Remote Call Forwarding
RECFM	Record Format
RI	Route Index
RIC	Residual Interconnection Charges
RI-PH	Route Index - Portability Hub
ROW	Right of Way
RPC	Regional Processing Center
RSAG	Regional Street Address Guide
RSM	Remote Switch Module
RT	Remote Terminal
SAG	Street Address Guide
SBC	Subsequent Billing Company
SCCP	Signaling Connection Control Point
SCD	Signal Correlated Distortion
SCE	Service Creation Environment
SCP	Service Control Points
SDH	Synchronous Digital Hierarchy
SECAB	Small Exchange Carrier Access Billing
SES	Severely Errored Second
SFE	Short Failure Event
SL	Signaling Link Transport
SMDI	Standard Message Desk Interface
SMDI-E	Standard Message Desk Interface - Enhanced
SMS	Service Management System
S/N	Signal-to-Noise Ratio
SNMP	Simple Network Management Protocol
SONET	Synchronous Optical Network
SPOC	Single Point of Contact
SPOI	Signaling Point of Interconnection

SRVT	SCCP Routing Verification Test
SS	SS7 Message Transfer & Connection Control
SS7	Signaling System 7
SSP	Switching Services Port
STP	Signaling Transfer Point
STPS	Signaling Transfer Point Switch
STS	Synchronous Transport Signal
SWF-DSI	Switched Functional DS1 Service Capability
T&M	Time & Material
TCAP	Transaction Capabilities Application Port
TDEV	Time Deviation
TDI	Tie Down Information
TELRIC	Total Element Long Run Incremental Cost
THDBH	Ten-High-Day Busy Hour
TIA/EIA	Telecommunications Industries Association/Electronic Industries Association
TLN	Telephone Line Number
TR	Technical Requirements
TS	Tandem Switching
TSG	Trunk Sub-Group
TSGR	Transport System Generic Requirements
TSLRIC	Total Service Long Run Incremental Cost
TSP	Telecommunications Services Priority
UI	Unit Intervals
UNI	User to Network Interface
VB	Variable Block
VCI	Virtual Channel Identifier
VF	Voice Frequency
WDM	Wavelength Division Multiplex
WTN	Working Telephone Number

"**Act**" means the Telecommunications Act of 1996.

"**Advanced Intelligent Network (AIN)**" is a network functionality that permits specific conditions to be programmed into a switch which, when met, directs the switch to suspend call processing and to receive special instructions for further call handling instructions in order to enable carriers to offer advanced features and services.

"**Affiliate**" is as defined in the Act.

"**Agreement**" has the meaning set forth in Section 1 of the General Terms and Conditions.

"**AMA**" means the Automated Message Accounting structure inherent in switch technology that initially records telecommunication message information. AMA format is contained in the Automated Message Accounting document, published by Bellcore as GR-1100-CORE which defines the industry standard for message recording.

"**Ancillary Functions**" has the meaning set forth in Part 3 of the General Terms and Conditions.

"**Applicable Law**" is as defined in Section 22.6 of the General Terms and Conditions.

"**Arbitrator(s)**" is the person or persons selected by the Parties to serve as Arbitrator(s) for any dispute submitted to arbitration pursuant to the Dispute Resolution Process outlined in Attachment 1.

"**As Defined in the Act**" means as specifically defined by the Act and as interpreted in the duly authorized rules and regulations of the FCC or Commission.

"**AT&T**" has the meaning set forth in the Preface.

"**AT&T Customer**" means any business or residential customer for AT&T services.

"**Automatic Location Identification/Data Management System (ALI/DMS)**" means the emergency services (E911/911) database containing customer location information (including name, address, telephone number, and sometimes special information from the local service provider) used to determine to which Public Safety Answering Point ("PSAP") to route the call.

"**Automatic Route Selection (ARS)**" is a service feature that provides for automatic selection of the least expensive or most appropriate transmission facility for each call based on criteria programmed into the system.

"Bellcore" means Bell Communications Research, Inc.

"BellSouth" has the meaning set forth in the preface.

"BellSouth Customers" means any business or residence customer for BellSouth services.

"Bill and Keep" is a reciprocal compensation arrangement whereby the compensation that one company offers to another for the completion of its calls is the agreement to complete the other company's calls in a like manner.

"BLV/BLI (Busy Line Verify/Busy Line Interrupt) Traffic" or "BLV/BLI Call" means an operator call in which the end user inquires as to the busy status of, or requests an interruption of, a call on an Exchange Service.

"Bona Fide Request" has the meaning ascribed to such term in Attachment 14.

"CABS" means the Carrier Access Billing System which is contained in a document prepared under the direction of the Billing Committee of the OBF. The Carrier Access Billing System document is published by Bellcore in Volumes 1, 1A, 2, 3, 3A, 4 and 5 as Special Reports SR-OPT-001868, SR-OPT-001869, SR-OPT-001871, SR-OPT-001872, SR-OPT-001873, SR-OPT-001874, and SR-OPT-001875, respectively, and contains the recommended guidelines for the billing of access and other connectivity services.

"CENTREX" means a Telecommunications Service that uses central office switching equipment for call routing to handle direct dialing of calls, and to provide many private branch exchange-like features and includes BellSouth's ESSX®, MultiServe®, Prestige® services.

"CLASS (Custom Local Area Signaling Service) and Custom Features" means a grouping of optional enhancements to basic local exchange service that offers special call handling features to residential and single-line business customers (e.g., call waiting, call forwarding and automatic redial).

"Claim" has the meaning ascribed to such term in Section 10.4 of the General Terms and Conditions.

"Collocation" has the meaning set forth in Attachment 3, Section 2.1.

"Combinations" consist of multiple Network Elements that are logically related to enable AT&T to provide service in a geographic area or to a specific customer and that are placed on the same order by AT&T.

"Commission" means State Commission as Defined in the Act.

"Common Transport" has the meaning set forth in Attachment 2, Section 9.1.

"Conduit" has the meaning set forth in Attachment 3, Section 3.

"Confidential Information" means confidential or proprietary technical or business information given by the Discloser to the Recipient and further defined in Section 18.1 of the General Terms and Conditions.

"Contract Year" means a twelve (12) month period during the term of the contract commencing on the Effective Date and each anniversary thereof.

"Cooperative Testing" has the meaning set forth in Attachment 2, Section 16.1.1.

"CRIS/CLUB" means Customer Record Information System/Customer Local Usage Billing.

"Customer Proprietary Network Information (CPNI)" is as defined in the Act.

"Customer Usage Data" means the local Telecommunications Services usage data of an AT&T Customer, measured in minutes, sub-minute increments, message units, or otherwise, that is recorded by BellSouth and forwarded to AT&T.

"Dark Fiber" has the meaning set forth in Attachment 2, Section 15.1.1.

"Databases" has the meaning set forth in Attachment 2, Section 13.1.1

"Dedicated Transport" has the meaning set forth in Attachment 2, Section 10.1.1.

"Defaulting Party" is a Party in breach of a material term or condition of the Agreement.

"Digital Cross-Connect System" has the meaning set forth in Attachment 2, Sections 10.5.1.1 and 10.5.1.2.

"Directory Listings" has the meaning set forth in Section 20.1 of the General Terms and Conditions.

"Directory Assistance Service" has the meaning set forth in Attachment 2, Section 8.3.

"Discloser" means that Party to this Agreement which has disclosed Confidential Information to the other Party.

"Dispute Resolution Process" is the process described in Section 16 of the General Terms and Conditions and Attachment 1 which has been agreed to by the Parties for resolution of disputes.

"Distribution Media" has the meaning set forth in Attachment 2.

"Effective Date" is the date indicated in the Preface on which the Agreement shall become effective.

"EMR" means the Exchange Message Record System used among LECs for exchanging telecommunications message information for billable, non-billable, sample, settlement and study data. EMR format is contained in BR-010-200-010 CRIS Exchange Message Record, published by Bellcore and which defines the industry standard for exchange message records.

"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, 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).

"Enhanced White Pages" means optional features available for White Pages Directory listings (e.g., bold, all capitals, additional line of text, indented).

"Enhanced Yellow Pages" means optional features available for Yellow Pages Directory listings (e.g., red type, bold, all capitals, additional line of text, indented).

"E911 Service" is a method of routing 911 calls to a PSAP that uses customer location data in the ALI/DMS to determine the PSAP to which a call should be routed.

"Filing" has the meaning set forth in Section 9.2 of the General Terms and Conditions.

"Follow-on Agreement" has the meaning set forth in Section 2.2 of the General Terms and Conditions.

"Governmental Authority" means any federal, state, local, foreign or international court, government, department, Commission, board, bureau, agency, official, or other regulatory, administrative, legislative or judicial authority with jurisdiction.

"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; any hazardous substance listed by the Environmental Protection Agency (EPA) under the Comprehensive Environmental, Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. §§ 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. §§ 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. §§ 2601 et. seq., as amended; any insecticide, fungicide, or rodenticide regulated by the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §§ 136 et. seq.; 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-products; (3) polychlorinated biphenyls (PCBs); and (4) radon.

"Interconnection" is as described in the Act and refers to the linking of two or more telecommunications networks for the purpose of terminating local telephone calls.

"Interim Number Portability (INP)" is as described in the Act and means the delivery of LNP capabilities, from a customer standpoint in terms of call completion, with as little impairment of functioning, quality, reliability, and convenience as possible and from a carrier standpoint in terms of compensation, through the use of existing and available call routing, forwarding, and addressing capabilities.

"Line Information Data Base(s) (LIDB)" means one or all, as the context may require, of the Line Information Databases owned individually by ILECs and other entities which provide, among other things, calling card validation functionality for telephone line number cards issued by ILECs and other entities. A LIDB also contains validation data for collect and third number-billed calls, which include billed number screening.

"Local Exchange Carrier" is as defined in the Act.

"Local Number Portability (LNP)" means Interim Number Portability (INP) or Permanent Number Portability (PNP).

"Local Number Portability Database" supplies routing numbers for calls involving numbers that have been ported from one local service provider to another and is further defined in Attachment 2, Section 13.3.1.

"Local Service" has the meaning set forth in Section 1 of the General Terms and Conditions.

"Local Switching" has the meaning set forth in Attachment 2, Section 7.1.

"Local Traffic" means any telephone call that originates and terminates in the same LATA and is billed by the originating Party as a local call, including any call terminating in an exchange outside of BellSouth's service area with respect to which BellSouth has a local interconnection agreement with an independent LEC, with which AT&T is not directly interconnected.

"Loop" or "Loop Combination" has the meaning set forth in Attachment 2, Section 2.1.1.

"Loop Concentrator/Multiplexer" has the meaning set forth in Attachment 2, Section 5.1.

"Loop Distribution" has the meaning set forth in Attachment 2, Section 4.

"Loop Feeder" has the meaning set forth in Attachment 2, Section 6.1.1.

"MECAB" means the Multiple Exchange Carrier Access Billing document prepared under the direction the Billing Committee of the OBF. The Multiple Exchange Carrier Access Billing document, published by Bellcore as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of access and other connectivity services provided by two or more LECs (including LECs and CLECs), or by one LEC or CLEC in two or more states within a single LATA.

"MECOD" means the Multiple Exchange Carriers Ordering and Design (MECOD) Guidelines for Access Services- Industry Support Interface, a document developed under the auspices of the Billing Committee of the OBF. The MECOD document, published by Bellcore as Special Report SR STS-002643, establishes recommended guidelines for processing orders for access and other connectivity services which is to be provided by two or more LECs (including LECs and CLECs), or by one LEC or CLEC in two or more states within a single LATA.

"Network Element" is as defined in the Act.

"Network Interface Device" has the meaning set forth in Attachment 2, Section 4.1.1.1.

"911 Service" means a universal telephone number which gives the public direct access to the PSAP. Basic 911 service collects 911 calls from one or more local exchange switches that serve a geographic area. The calls are then sent to the

correct authority designated to receive such calls.

"**OBF**" means the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS).

"**Operator Systems**" has the meaning set forth in Part I, Section 30.9.5.

"**OUTPLOC**" is as described in Section 28.6.22 of Part I of the Agreement.

"**Parties**" means AT&T and BellSouth.

"**Permanent Number Portability (PNP)**" means the use of the Local Routing Number (LRN) database solution to provide fully transparent LNP for all customers and all providers without limitation.

"**Pole Attachment**" has the meaning set forth in Attachment 3.

"**Premises**" is as defined in the Act.

"**Public Safety Answering Point (PSAP)**" means the designated agency to which calls to E911/911 services are routed.

"**Real Time**" means the actual time in which an event takes place, with the reporting on or the recording of the event practically simultaneous with its occurrence.

"**Recipient**" means that Party to this Agreement to which Confidential Information has been disclosed by the other Party.

"**Recorded Usage Data**" has the meaning set forth in Attachment 7, Section 3.1.

"**Release**" means any release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, dispersal, leaching, or migration, including without limitation, the movement of Environmental Hazards through or in the air, soil, surface water or groundwater, or any action or omission that causes Environmental Hazards to spread or become more toxic or more expensive to investigate or remediate.

"**Retail Rates**" means the lowest prices that BellSouth actually charges its customers.

"**Rights of Way (ROW)**" has the meaning set forth in Attachment 3.

"RLEC" The terms Regional Local Exchange Company ("RLEC"), Local Exchange Company ("LEC"), and Incumbent Local Exchange ("ILEC") are used interchangeably throughout this Agreement.

"SECAB" means the Small Exchange Carrier Access Billing document prepared by the Billing Committee of the OBF. The Small Exchange Carrier Access Billing document, published by Bellcore as Special Report SR OPT - 001856, contains the recommended guidelines for the billing of access and other connectivity services.

"Served Premises" means collectively, the AT&T designated locations to which AT&T orders Network Elements, Ancillary Functions or Combinations.

"Service Control Point" has the meaning set forth in Attachment 2, Section 13.1.2.

"Services and Elements" means collectively Local Services, Network Elements, Combinations, Ancillary Functions, and Additional Features.

"Service Order" means the placement of an order for Services or Elements.

"Signaling Link Transport" has the meaning set forth in Attachment 2, Section 11.1.

"Signaling Transfer Points" has the meaning set forth in Attachment 2, Section 12.1.

"SS7 Network Interconnection" has the meaning set forth in Attachment 2.

"Synchronization" has the meaning set forth in Attachment 2, Section 16.4.1.

"Tandem Switching" has the meaning set forth in Attachment 2, 14.1.

"Telephone Relay Service" provides to speech and hearing-impaired callers a service that enables callers to type a message into a telephone set equipped with a keypad and message screen and to have a line operator read the message to a recipient and to relay message recipients' response to the speech or hearing-impaired caller.

"Total Element Long Run Incremental Cost (TELRIC)" is the cost of the forward looking least cost technology of providing a service, relevant group of services, or basic network elements, given that the company already produces all of its services. Alternatively, TELRIC represents the costs avoided if the telecommunications provider had never offered the particular service, group of services, or network element in question.

"Voluntary Federal Customer Financial Assistance Programs" are Telecommunications Services provided to low-income subscribers, pursuant to requirements established by the appropriate state regulatory body.

"Waste" means all hazardous and non-hazardous substances and materials which are intended to be discarded, scrapped, or recycled, associated with activities AT&T or BellSouth or their respective contractors or agents perform at Work Locations. It shall be presumed that all substances or materials associated with such activities, that are not in use or incorporated into structures (including without limitation damaged components or tools, leftovers, containers, garbage, scrap, residues or byproducts), except for substances and materials that AT&T, BellSouth or their respective contractors or agents intend to use in their original form in connection with similar activities, are Waste. "Waste" shall not include substances, materials or components incorporated into structures (such as cable routes) even after such components or structure are no longer in current use.

"Work Locations" means any real estate that BellSouth owns, leases or licenses or in which it holds easements or other rights to use, or does use, in connection with this Agreement.

PERFORMANCE MEASUREMENT

1.

1.1 BellSouth, in providing Services and Elements to AT&T pursuant to this Agreement, shall provide AT&T the same quality of service that BellSouth provides itself and its end-users. This attachment includes AT&T's minimum service standards and measurements for those requirements. The Parties have agreed to five (5) categories of DMOQs: (1) Provisioning; (2) Maintenance; (3) Billing (Data Usage and Data Carrier); (4) LIDB; and (5) Account Maintenance. Each category of DMOQ includes measurements which focus on timeliness, accuracy and quality. BellSouth shall measure the following activities to meet the goals provided herein.

1.2 All DMOQs shall be measured on a monthly basis and shall be reported to AT&T in a mutually agreed upon format which will enable AT&T to compare BellSouth's performance for itself with respect to a specific measure to BellSouth's performance for AT&T for that same specific measure. Separate measurements shall be provided for residential customers and business customers.

1.3 DMOQs being measured pursuant to this Agreement shall be reviewed by AT&T and BellSouth quarterly to determine if any additions or changes to the measurements and the standard shall be required or, if process improvements shall be required.

2. **PROVISIONING DMOQs**

2.1 Installation functions performed by BellSouth will meet the following DMOQs:

Desired Due Date 90%

Committed Due Date
Residence: >99% met
Business: >99.5% met

Feature Additions and Changes
(if received by 12pm, provisioned same day) - 99%

Installation Provisioned Correctly in less than five (5) days
Residence: >99% met
Business: >99.5% met
UNE: >99% met

Missed Appointments
Residence: <1%
Business: 0%

Firm Order Confirmation within 24 hours - 99%
Notice of reject or error status within 1 hour of receipt - 98%
No trouble reports within 60 days of installation - 99%

3. **MAINTENANCE DMOQs**

3.1 Where an outage has not reached the threshold defining an emergency network outage, the following quality standards shall apply with respect to restoration of Local Service and Network Elements or Combination. Total outages requiring a premises visit by a BellSouth technician that are received between 8 a.m. to 6 p.m. on any day shall be restored within four (4) hours of referral, ninety percent (90%) of the time.

Total outages requiring a premises visit by a BellSouth technician that are received between 6 p.m. and 8 a.m. on any day shall be restored during the following 8 a.m. to 6 p.m. period in accordance with the following performance metric: within four (4) hours of 8 a.m., ninety percent (90%) of the time. Total outages which do not require a premises visit by a BellSouth technician shall be restored within two (2) hours of referral, eighty-five percent (85%) of the time.

3.2 Trouble calls (e.g., related to Local Service or Network Element or Combination degradation or feature problems) which have not resulted in total service outage shall be resolved within twenty-four (24) hours of referral, ninety-five percent (95%) of the time, irrespective of whether or not resolution requires a premises visit. For purposes of this Section, Local Service or a Network Element or Combination is considered restored, or a trouble resolved, when the quality of the Local Service or Network Element or Combination is equal to that provided before the outage, or the trouble, occurred.

3.3 The BellSouth repair bureau shall provide to AT&T the "estimated time to restore" with at least ninety-seven percent (97%) accuracy.

3.4 Repeat trouble reports from the same customer in a 60 days period shall be less than one percent (1%). Repeat trouble reports shall be measured by the number of calls received by the BellSouth repair bureau relating to the same telephone line during the current and previous report months.

3.5 BellSouth shall inform AT&T within ten (10) minutes of restoration of Local Service, Network Element, or Combination after an outage has occurred.

3.6 If service is provided to AT&T Customers before an Electronic Interface is established between AT&T and BellSouth, AT&T will transmit repair calls to the BellSouth repair bureau by telephone. In such event, the following standards

shall apply: The BellSouth repair bureau shall answer its telephone and begin taking information from AT&T within twenty (20) seconds of the first ring, ninety-five percent (95%) of the time. Calls answered by automated response systems, and calls placed on hold, shall be considered not to meet these standards.

4. BILLING (CUSTOMER USAGE DATA)

4.1 File Transfer

BellSouth will initiate and transmit all files error free and without loss of signal.

Metric:

$$\frac{\text{Number of FILES Received}}{\text{Number of FILES Sent}} \times 100$$

Notes: All measurement will be a on a rolling period.

Measurement:

Meets Expectations	6 months of file transfers without a failure

** During the first six (6) months, no rating will be applied.

4.2 Timeliness

BellSouth will mechanically transmit, via CONNECT:Direct, all usage records to AT&T's Message Processing Center three (3) times a day.

Measurement:

Meets Expectations	99.94% of all messages delivered on the day the call was Recorded.

4.3 Completeness

BellSouth will provide all required Recorded Usage Data and ensure that it is processed and transmitted within thirty (30) days of the message create date.

Metric:

Total number of Recorded Usage Data records delivered during

current month minus Number of Usage Call Records held in error file at the end of the current month
----------X 100
Total number of Recorded Usage Data Records delivered during current month

Measurement:

	Criteria
Meets Expectations	≥ 99.99% of all records delivered

4.4 Accuracy

BellSouth will provide Recorded Usage Data in the format and with the content as defined in the current BellCore EMR document.

Metric:

Total Number of Recorded Usage Data Transmitted Correctly
----------X 100
Total Number of Recorded Usage Data Transmitted

Measurement:

Meets Expectations	≥ 99.99% of all recorded records delivered

4.5 Data Packs

BellSouth will transmit to AT&T all packs error free in the format agreed.

Measurement:

Meets Expectations	6 months of Transmitted Packs without a rejected pack

** During the first six (6) months, No Rating will be applied.

Notes: All measurements will be on a Rolling Period.

4.6 Recorded Usage Data Accuracy

BellSouth will ensure that the Recorded Usage Data is transmitted to AT&T error free. The level of detail includes, but is not limited to: detail required to Rating the call, Duration of the call, and Correct Originating/Terminating information pertaining to the call. The error is reported to BellSouth as a Modification Request (MR). Performance is to be measured at 2 levels defined below. AT&T will identify the priority of the MR at the time of hand off as Severity 1 or Severity 2. The following are AT&T expectations of BellSouth for each:

Measurement:	
Severity 1:	
Meets Expectations	≥90% of the MR fixed in ≤ 24 hours and 100% of the MR fixed in ≤5 Days
Severity 2:	
Meets Expectations	≥90% of the MR fixed in 3 Days and 100% of the MR fixed in ≤10 Days

4.7 Usage Inquiry Responsiveness

BellSouth will respond to all usage inquiries within twenty-four (24) hours of AT&T's request for information. It is AT&T's expectation to receive continuous status reports until the request for information is satisfied.
Measurements:

Rating

Meets Expectations 100% of the Inquires responded to within 24 hours

5. **BILLING (CONNECTIVITY BILLING AND RECORDING)**

5.1 The Parties have agreed to negotiate a pre-bill certification process set forth in Section 12 of Attachment 6. At a minimum the process will include measurement of the following:

Billing Accuracy:
- bill format
- other charges and credits
- minutes of use
- Customer Service Record

Timeliness
- bill Delivery

- service order billing
- late billing notification
- correction/adjustment dollars
- bill period closure cycle time
- minutes of use charges
- customer service record

Customer satisfaction rating

6. LINE INFORMATION DATA BASE (LIDB)

6.1 BellSouth shall provide processing time at the LIDB within 1 second for 99% of all messages under normal conditions as defined in the technical reference in Section 13.8.5 of Attachment 2.

6.2 BellSouth shall provide 99.9 % of all LIDB queries in a round trip within 2 seconds as defined in the technical reference in Section 13.8.5 of Attachment 2.

6.3 Once appropriate data can be derived from LIDB, BellSouth shall measure the following:

6.3.1 There shall be at least a 99.9.% reply rate to all query attempts.

6.3.2 Queries shall time out at LIDB no more than 0.1% of the time.

6.3.3 Data in LIDB replies shall have at no more than 2% unexpected data values, for all queries to LIDB.

6.3.4 Group troubles shall occur for no more than 1% of all LIDB queries. Group troubles include:

6.3.4.1 Missing Group - When reply is returned "vacant" but there is no active record for the 6-digit NPA-NXX group.

6.3.4.2 Vacant Code - When a 6-digit code is active but is not assigned to any customer on that code.

6.3.5 There shall be no defects in LIDB Data Screening of responses.

7. ACCOUNT MAINTENANCE

7.1 When notified by a CLEC that an AT&T Customer has switched to CLEC service, BellSouth shall provision the change, and notify AT&T via CONNECT:Direct that the customer has changed to another service provider ("OUTPLOC") within one (1) business day, 100% of the time.

7.2 When notified by AT&T that a customer has changed his/her PIC only from one interexchange carrier to another carrier, BellSouth shall provision the PIC only change and convey the confirmation of the PIC change via the work order completion feed with 100% of the orders contained within one (1) business day.

7.3 If notified by an interexchange carrier using an '01' PIC order record that an AT&T Customer has changed his/her PIC only, BellSouth will reject the order and notify that interexchange carrier a CARE PIC record should be sent to the serving CLEC for processing. 100% of all orders shall be rejected within one (1) business day.

PERFORMANCE MEASUREMENT

RESERVED FOR FUTURE USE

AGREEMENT

In consideration of the mutual promises contained herein, BellSouth Advertising & Publishing Corporation, a Georgia corporation ("BAPCO") and AT&T Corp., a New York corporation ("CARRIER") agree as follows:

1. RECITALS. BAPCO is the publisher of alphabetical and classified directories for certain communities in the southeastern region of the U.S (the "Directories"). CARRIER provides, or intends to provide, local exchange telephone service in communities in which BAPCO publishes Directories. BAPCO and CARRIER hereby establish the terms by which BAPCO will include listings of CARRIER subscribers in such Directories and by which BAPCO will provide such Directories to CARRIER subscribers. BAPCO agrees that it will treat CARRIER as well as all other local exchange carriers consistent with BAPCO's internal standards.

2. CARRIER OBLIGATIONS. CARRIER agrees as follows:

(a) CARRIER shall provide to BAPCO, or its designee, at CARRIER's expense and at no charge, listing information concerning its subscribers (designating any who do not desire published listings), consisting of customer name, address, telephone number and all other information reasonably requested by BAPCO as set forth on Exhibit A for use by BAPCO or its affiliates or agents in publishing Directories of whatever type and format and for other derivative purposes such as electronic directories or publishing. Such subscriber listing information shall be provided in the format and on the schedule set forth in said Exhibit, or as otherwise mutually agreed between the parties from time to time.

(b) CARRIER shall also provide directory delivery information to BAPCO as set forth in Exhibit A for all subscribers.

(c) CARRIER shall advise BAPCO promptly of any directory-related inquiries, requests or complaints which it may receive from CARRIER subscribers and shall provide reasonable cooperation to BAPCO in response to or resolution of the same.

(d) CARRIER shall respond promptly regarding corrections or queries raised by BAPCO to process listing changes requested by subscribers.

3. BAPCO OBLIGATIONS. Provided that CARRIER: (1) is certified by the applicable state's public service commission for provision of local exchange service; (2) has established appropriate resale or interconnection arrangements with BellSouth Telecommunications, Inc. ("BellSouth") or is pursuing the same in good faith; (3) warrants in writing its good faith intent to commence offering local exchange service in the relevant Directory coverage area (except as otherwise provided in Exhibit C hereto)

for no less than five months of the effective Directory service period; (4) warrants in writing that it shall notify BAPCO when CARRIER actually commences provision of local exchange service in the Directory service area; (5) warrants in writing that all CARRIER telephone numbers listed will be answered by service representatives during normal business hours during the Directory service period; BAPCO agrees as follows:

(a) BAPCO shall include at no charge to CARRIER or CARRIER's subscribers one standard listing for each CARRIER subscriber per hunting group in BAPCO's appropriate local alphabetical Directory as published periodically by BAPCO unless nonlisted or nonpublished status is designated by subscribers. Such listings shall be interfiled with the listings of other local exchange telephone company subscribers and otherwise published in the manner of such other listings in accordance with and subject to BAPCO's generally applicable publishing policies and standards without designation or differentiation as to the subscriber's exchange carrier.

(b) BAPCO shall publish additional listings, foreign listings and all other alphabetical Directory listings offered by BellSouth, for CARRIER subscribers upon their request, consistent with BAPCO's generally applicable policies in BAPCO's alphabetical Directories. BAPCO shall publish all listings for all carriers' subscribers in an identical manner and upon the same terms, conditions and applicable policies.

(c) BAPCO will distribute its regularly published alphabetical and classified Directories to local CARRIER subscribers in accordance with BAPCO's prevailing practices, including delivery following Directory publication and upon establishment of new CARRIER service, if a current Directory for that geographic area has not previously been provided. Such deliveries may include separate advertising materials accompanying the Directories.

(d) Except as otherwise provided herein, BAPCO will include for CARRIER, in the same manner as that included for all other carriers, information relating to establishment of service, repair and billing in the generic customer guide pages of its alphabetical Directories in accordance with BAPCO's prevailing standards for the same. BAPCO shall not include any carrier logos in CARRIER's generic customer guide pages; provided, however, that CARRIER shall have the option of including its own logo in such pages in the event that BAPCO allows any other carrier to include its logo in the generic customer guide pages. CARRIER will provide information requested by BAPCO for such purpose on a timely basis.

(e) BAPCO shall make available at no charge to CARRIER or its subscribers one listing for CARRIER business customers per hunting group in one appropriate heading in BAPCO's appropriate local classified directory as published periodically by BAPCO. Such listings shall be published according to BAPCO's generally applicable publishing policies and standards.

(f) BAPCO shall solicit, accept and publish directory advertising from business subscribers of CARRIER in communities for which BAPCO publishes classified Directories in the same manner and upon the same terms as it solicits, accepts and publishes advertising from advertisers who are not CARRIER subscribers. Except for subscriber information actually published in a Directory, BAPCO shall not use any subscriber information provided to it by CARRIER, for the solicitation of business for other carriers.

(g) BAPCO shall not provide listing information relating to CARRIER subscribers to other local exchange service providers or independent directory publishers without CARRIER approval, except as may be required in relation to this Agreement or as otherwise required by law.

4. PUBLISHING POLICIES. BAPCO shall maintain full authority over its publishing schedules, policies, standards, and practices and over the scope and publishing schedules of its Directories. BAPCO shall periodically provide CARRIER with changes by BAPCO in the same which in BAPCO's judgment affect CARRIER's conduct in BAPCO's publishing of listings for CARRIER's subscribers. Such policy updates shall include, without limitation, the subjects described in Exhibit C.

5. LIABILITY AND INDEMNITY.

(a) CARRIER agrees to defend, indemnify and hold harmless BAPCO from all damages, claims, suits, losses or expenses, including without limitation reasonable costs and attorneys' fees, arising out of or resulting from any error in or omission of any residential or business listing for subscribers of CARRIER to the extent such error or omission is caused by CARRIER's failure to provide accurate subscriber information to BAPCO.

(b) BAPCO agrees to defend, indemnify and hold harmless AT&T from all damages, claims, suits, losses or expenses, including without limitation reasonable costs and attorneys' fees, arising out of or resulting from: (i) any error in or omission of any paid advertising for subscribers of CARRIER other than those errors caused by CARRIER's failure to provide accurate subscriber information to BAPCO; provided, however, that BAPCO agrees that, where permitted by law, its advertising contracts with CARRIER's subscribers shall limit liability of BAPCO and CARRIER for errors and omissions to a rebate of advertising charges for the advertising containing the error or omission (inclusion of such limitation of CARRIER's liability to be undertaken in BAPCO's normal course of business); or (ii) any error in or omission of any business listing for subscribers of CARRIER to the extent such error or omission is caused by BAPCO's failure to publish correctly such subscriber information provided by CARRIER; provided, however, that notwithstanding the foregoing, BAPCO's liability to CARRIER for any claims relating to or arising from errors in or omissions of residential subscriber listings shall be limited to One Dollar ($1.00) for each such claim.

(c) Except as provided above, each party agrees to defend, indemnify and hold harmless the other from all damages, claims, suits, losses or expenses, including without limitation reasonable costs and reasonable attorney's fees, to the extent of such party's relative fault, arising out of or resulting from any error, omission or act of such party hereunder. Each party shall notify in writing the other promptly of any act or omission which may give rise to a claim hereunder, and of any claim or suit arising hereunder. Each party shall provide reasonable and timely cooperation in its resolution of any claim or lawsuit arising hereunder. Without waiver of any rights hereunder, the indemnified party may at its expense undertake its own defense in any such claim or suit.

(d) Notwithstanding anything in this Section 5 to the contrary, in no event shall either party be liable to the other or to any third party for any special, incidental or consequential damages or any loss of profits.

(e) CARRIER agrees to include in any local service tariff it files a provision limiting its liability and that of BAPCO, for any claims relating to directory listings or advertisements, to the subscribers' cost of local service or to the charge for any such listing, whichever is less.

6. TERM. This Agreement shall be effective on the date of the last signature hereto for a term of two (2) years and shall relate to Directories published by BAPCO during such period. Thereafter, it shall continue in effect unless terminated by either party upon sixty days prior written notice.

7. ASSIGNMENT. This Agreement shall be binding upon any successors or assigns of the parties during its Term.

8. RELATIONSHIP OF THE PARTIES. This Agreement does not create any joint venture, partnership or employment relationship between the parties or their employees, and the relationship between the parties shall be that of an independent contractor. There shall be no intended third party beneficiaries to this Agreement.

9. NONDISCLOSURE.

(a) During the term of this Agreement it may be necessary for the parties to provide each other with certain information ("Information") considered to be private or proprietary. The recipient shall protect such Information from distribution, disclosure or dissemination to anyone except its employees or contractors with a need to know such Information in conjunction herewith, except as otherwise authorized in writing. All such Information shall be in writing or other tangible form and clearly marked with a confidential or proprietary legend. Information conveyed orally shall be designated as proprietary or confidential at the time or such oral conveyance and shall be reduced to writing within forty-five (45) days.

(b) The parties will not have an obligation to protect any portion of Information which: .(1) is made publicly available lawfully by a nonparty to this Agreement; (2) is lawfully obtained from any source other than the providing party; (3) is previously known without an obligation to keep it confidential; (4) is released by the providing party in writing; or (5) commencing two (2) years after the termination date of this Agreement if such Information is not a trade secret under applicable law.

(c) Each party will make copies of the Information only as necessary for its use under the terms hereof, and each such copy will be marked with the same proprietary notices as appear on the originals. Each party agrees to use the Information solely in support of this Agreement and for no other purpose.

10. FORCE MAJEURE. Neither party shall be responsible to the other for any delay or failure to perform hereunder to the extent caused by fire, flood, explosion, war, strike, riot, embargo, governmental requirements, civic or military authority, act of God, or other similar cause beyond its reasonable control. Each party shall use best efforts to notify the other promptly of any such delay or failure and shall provide reasonable cooperation to ameliorate the effects thereof.

11. PUBLICITY. Neither party shall disclose the terms of this Agreement nor use the trade names or trademarks of the other without the prior express written consent of the other.

12. REPRESENTATIVES AND NOTICES.

(a) Each party shall name one or more representatives for contacts between the parties which shall be authorized to act on its behalf. Such representatives may be changed from time to time upon written notice to the other party.

(b) Notices required by law or under this Agreement shall be given in writing by hand delivery, certified or registered mail, or by facsimile followed by certified or registered mail, addressed to the named representatives of the parties with copies to:

If to BAPCO: Director-LEC/BST Interface
BellSouth Advertising & Publishing Corporation
Room 270
59 Executive Park South
Atlanta, GA 30329

With Copy to: Vice President and General Counsel
BellSouth Advertising & Publishing Corporation
Room 430
59 Executive Park South
Atlanta, GA 30329

If to CARRIER: Bill White
1200 Peachtree Street, NE
Atlanta, GA 30309

With Copy to: Norman H. Rosner
Senior Attorney
1200 Peachtree St., NE
Room 4080
Atlanta, GA 30309

13. BINDING NATURE. AT&T agrees to provide a letter substantially in the form attached as Exhibit "D" to all regulatory or legal bodies in which it has filed requests for arbitration or other action concerning directory issues affecting BAPCO.

14. MISCELLANEOUS. This Agreement represents the entire Agreement between the parties with respect to the subject matter hereof and supersedes any previous oral or written communications, representations, understandings, or agreements with respect thereto. It may be executed in counterparts, each of which shall be deemed an original. All prior and contemporaneous written or oral agreements, representations, warranties, statements, negotiations, and /or understandings by and between the parties, whether express or implied, are superseded, and there are no representations or warranties, either oral or written, express or implied, not herein contained. This Agreement shall be governed by the laws of the state of Georgia.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives in one or more counterparts, each of which shall constitute an original, on the dates set forth below.

BELLSOUTH ADVERTISING & PUBLISHING CORPORATION

By: _____

Title: Executive Vice President

Date: 8/14/96

AT&T CORP.

By: _____

Title: VICE PRESIDENT

Date: 8/14/96

EXHIBIT A

ACCOUNT INFORMATION SECTION (Items in this section are mandatory)

1. Main Telephone Number: Main line of telephone service that all other numbers are associated to. (Area Code/NXX/Line Numbers)
2. Published Telephone Number: Telephone number to appear in the directory.
3. Old Telephone Number: If the number is changing, enter the OLD Telephone Number.
4. Type of Directory Service: Bus (Business) or Res (Residence)
5. Order Type: N - New connect order; D - Disconnect service order; C - Change of listings; R - Directory delivery only.
6. Due Date: Date that service is requested.
7. Carrier Name: The name of the local exchange carrier and operating company code.
8. Carrier Number: Operating Company Number

PRIMARY LISTING INFORMATION SECTION (Items in this section are mandatory)

9. Listed Name: The way the listing is to appear in the directory. (maximum 1,000 characters - including spaces) Caption arrangements should be formatted per guidelines. Non-Pub or Non-List situations should be indicated.
10. Listed Address: Current address may include street number - street name, city, state, and zip code. (Note: P.O. Box or Route not acceptable). Omitted address shown as (OAD). (maximum 250 characters)
11. Service Address: Physical location of the telephone.
12. Community Name: The name of the community where the listing appears. (i.e.: the Atlanta Directory may have a Community name of Buckhead).
13. Zip code: 5 or 9 character code.
14. Yellow Pages Heading: The Yellow Page heading where customer wants his listing to appear. (Valid for Business Primary Listings only).
15. Directory Name: Name of the directory where Customer desires listing to appear (including town section if applicable). If consistent with existing central office and directory configuration, listing will be included. If different, a Foreign Listing will be charged. Directory appearance entitled free is based on the central office prefix. Entitlement for appearance in other directories will be at the rate of a Foreign Listing (FL).

BILLING INFORMATION SECTION (Items in this section are requested but optional)

16. Billing: Name to appear on bill.
17. Billing Address: Street number, street name, city, state, zip.
18. Contact Telephone Number: Telephone number to contact regarding billing.
19. Responsible Person: Owner's name or partners' names or 2 corporate officers.
20. Type of Ownership: Sole owner; Partnership or Corporation
21. Tax ID Number or Social Security Number: If sole owner, must have social security number.

DIRECTORY DELIVERY INFORMATION SECTION (Items in this section are mandatory)

22. Name: Personal or business name.
23. Delivery Address: Street number, street name, city, state, zip code of where directories are to be delivered.

24. Directory (Book ID): Bolt code of the directory.
25. Number of books now: for immediate delivery/replacement.
26. Number of books annually: 0 - 3 residence, 0 - 5 business, then negotiated.

REMARKS SECTION (As required)

27. Remarks: Free flow field used by Carrier for any additional information

PRIVATE/PROPRIETARY
Contains private and/or proprietary information. May not be used or disclosed outside the BellSouth companies except pursuant to a written agreement.

BAPCO Deliverables

Publication Schedules

BAPCO will provide to all carriers a printed copy of the publication schedules for all directories within the area served by the carrier. This schedule will include the name of the directory, the directory bolt code, the business office close date and the issue date. The business office close date represents the last day to receive activity for appearance in the subsequent directory. This date also represents the close date for advertising activity into the Yellow Pages.

The issue date represents the mid-point of delivery of the new directory and the date at which new directory billing will begin for the directory being delivered. The length of the delivery period will vary depending upon the size of directory.

Yellow Pages Headings

BAPCO will provide a printed version of the Yellow Pages Heading file which will include all Yellow Pages headings allowed by BAPCO, the Yellow Pages heading code and the associated SIC code. This material would be utilized to assist the business customer in identifying where they would like representation in BAPCO's classified Yellow Pages directories.

Coverage Maps

BAPCO will provide a coverage map for its major directories identifying broadly the geographic area served by the major directory. These maps will be provided only for the major directories in the area served by the carrier.

Central Office Table

BAPCO will provide two printed versions of what is called the ABC table. Version 1 of this report, identifies by NPA and in sequence by central office in which directory a customer is entitled to appear. Version 2 of this report reflects the directory name and all central offices appearing within that directory.

Listing Specifications

BAPCO will provide a condensed printed version of listing specifications reflecting the rules and regulations regarding listing appearance in both the white and yellow pages.

Abbreviation Table

BAPCO will provide a printed copy of the standard abbreviations utilized for given names, titles of address, titles of lineage, military titles, degrees and professional affiliations standards. This information can be used to assist in effectively processing various listed name requests.

Foreign Directory Name Table

BAPCO will provide a list of all foreign directory names to be used in the processing of foreign listing requests. This field is a required element in the establishment of foreign listings.

Customer Guide Pages Appearance Procedures

BAPCO will provide free listing appearance under the areas of Establishing Service, Billing and Repair in the Customer Guide Section of the White Pages for directories where a carrier operates. These procedures identify how to get your listing to appear and procedures for purchasing LEC specific pages.

The parties acknowledge and agree that for the Directory coverage areas listed below, CARRIER shall warrant to BAPCO in writing its good faith intent to commence offering local exchange service in such Directory coverage areas for no less than three (3) months of the effective Directory service period:

[LIST AREAS]

AT&T LETTER TO PSC'S

Dear _____:

This is to advise that AT&T has reached agreement with BellSouth Advertising & Publishing Corporation ("BAPCO") concerning any and all directory issues raised in our previous filings requesting arbitration by the Commission (Authority in Tennessee) other than AT&T's right to place its name on the cover of directories published by BAPCO on the same terms and conditions and in the same size and format as that of BellSouth Tele Communications, Inc. We withdraw all other directory issues from the prior requests submitted to the Commission.

cc: BAPCO

Customer Service records. BellSouth and AT&T agree to develop an interface which will insure protection of customer privacy by discouraging roaming through customer information and that only provides the Customer Service Record necessary to provide telecommunications services. BellSouth and AT&T will communicate and work with the Georgia Consumer Utility Counsel ("CUC") in order to ensure that the arrangements developed will meet the CUC's privacy concerns related to these matters. The demonstration of the electronic interface methodology and the plan for its deployment shall be presented to the Georgia Public Service Commission and to the CUC so that the CUC may review and provide comments or recommendations to the Commission. If the Commission directs that any changes be made to the initial methodology, or if any subsequent changes be made, or if any subsequent changes are proposed by the Parties, then the entire methodology and plan, including such changes, shall be submitted to the Commission for additional review. The electronic interface shall not be deployed until the Commission has reviewed the methodology and plan according to this procedure.

7.1.2 AT&T and BellSouth will establish a transaction-based electronic communications interface according to the AT&T proposed data model for preordering which is based upon the most current version of the SOSC implementation guideline for EDI which is version six (6). Unless BellSouth and AT&T agree to an alternative exchange mechanism by April 1, 1997, then an exchange protocol based upon a subset of CMIP transactions, referred to as EC-Lite, will be used to transport EDI formatted content necessary to perform inquiries for Switch/Feature Availability (on an exception basis when batch feed data is incomplete), Address Verification (on an exception basis when batch feed data is incomplete), Telephone Number Assignment, Appointment Scheduling, and Customer Service Records. AT&T and BellSouth will exchange transactions over a mutually agreeable X.25 or TCP/IP based network.

7.1.3 AT&T and BellSouth will translate preordering data elements used in their internal processes into the agreed upon forms and EDI. Both Parties will complete the defined translations, establish query-response cycle time commitments, including but not limited to notification of message acknowledgments and message rejections, and proceed to systems readiness testing, as covered in more detail in Section 8, that will result in a fully operational interface for local service delivery. The implementation date for this interface will be as stated in Section 4.6. This preceding target implementation obligation may be modified by mutual consent.

7.1.4 AT&T and BellSouth agree to adapt the interface based upon evolving standards. To the extent changes to OBF or SOSC EDI implementation

guideline related to preordering functionality, the Parties agree to use best efforts to implement such changes, including testing of the changes introduced within 7 months of the date of published electronic interface standards by the relevant ATIS committee or subcommittee. This preceding target implementation obligation may be modified by mutual agreement.

7.2 Batch Data Information Exchange

7.2.1 BellSouth will accept AT&T's request for initial batch feeds of Service/Feature Availability and Regional Street Address Guide (or an equivalent). At a minimum, this batch feed will include the switch/feature availability, information and address information currently provided via the interim interface described in Section 4.5 above.

7.2.2 AT&T and BellSouth will establish a mutually agreeable format for the exchange of batch data no later than 90 days following adoption of this agreement. When the interface is operational, BellSouth will transmit the initial batch feed of the data, relating to the geographic area specified by AT&T pursuant to a mutually agreed upon schedule. In addition, BellSouth will provide complete refreshes of the data, for the geographic areas cumulatively encompassed by requests from AT&T, on a mutually agreeable monthly schedule. BellSouth will send the initial batch feed and subsequent monthly updates electronically via a file transfer network (e.g., Network Data Mover Network) using the CONNECT:Direct file transfer product.

7.2.3 AT&T and BellSouth will translate necessary data elements used in their internal processes into mutually agreeable and consistent file formats and record layouts. Both Parties agree to complete development and proceed to systems readiness testing that will result in an operational interface by December 31, 1997. To the extent that an industry forum, committee or subcommittee, under the auspices of ATIS, establishes guidelines and/or standard relating to the batch information data described above, the Parties agree to use best efforts to implement such changes, including testing of the changes introduced, within 7 months of the publication of the standard by the relevant ATIS committee or subcommittee. This preceding target implementation obligation may be modified by mutual agreement.

8. **Testing and Acceptance**

8.1 AT&T and BellSouth agree that no interface will be considered as operational until end-to-end integrity and load testing, as agreed to in the Joint Implementation Agreement (Section 9), or other mutually acceptable

documentation is completed to the satisfaction of both Parties. The intent of the end-to-end integrity testing is to establish, through the submission and processing of test cases, that transactions agreed to by AT&T and BellSouth will successfully process, in a timely and accurate manner, through both Parties' supporting OSS as well as the interfaces. For transaction-based interfaces, the testing will include the use of mutually agreeable test transactions, designed to represent no less than 85% of the transaction types that AT&T expects to send and receive through the interface undergoing end-to-end testing.

8.2 In addition, AT&T and BellSouth will establish either a mutually agreeable testing environment or alternative method, such as an audit process, sufficient to demonstrate that the interfaces established between AT&T and BellSouth have the capability and capacity to exchange busy period transaction volumes reasonably projected to occur during the forward-looking twelve month period following implementation of the interface. This process must validate that AT&T and BellSouth can accept and process the anticipated busy period load without degradation of overall end-to-end performance of the information exchange even when other CLEC transactions are simultaneously processed by BellSouth.

8.3 It is understood by the Parties that End-to-End testing and load testing are necessary processes in the implementation of electronic interfaces and in establishing what further work needs to be done to insure that AT&T will receive electronic interfaces at parity with what BellSouth provides itself, its Affiliates, and its customers. In no instance will End-to-End testing or load testing processes be short-cut, expedited, or in any other way jeopardized such that the quality of the production implementation is put at risk. It is understood by the Parties that such testing occurs immediately preceding production implementation of electronic interfaces and that in the event of delays by either party End-to-End testing and load testing will not be expedited solely to meet the time frames outlined in this agreement. This implementation obligation may be modified by mutual agreement.

8.4 The results of testing will not be shared with other parties without the written consent of AT&T and BellSouth.

9. **Joint Implementation Agreement Development**

9.1 AT&T and BellSouth agree to document, within 60 days of approval of this Agreement, a project plan for each interface that explicitly identifies all essential activities, sequence and interrelationship of these activities and the target completion dates for each activity identified. The project plans

will reflect, on an on-going basis, delivery of target interfaces as discussed and agreed to within each preceding section.

9.2 AT&T and BellSouth recognize that the preceding project plans are not sufficient to fully resolve all technical and operational details related to the interfaces described. Therefore, AT&T and BellSouth agree to document the additional technical and operational details in the form of a Joint Implementation Agreement (JIA). These JIAs may be modified by mutual agreement of the Parties.

9.3 AT&T and BellSouth agree to document both a topical outline for the JIAs, and establish a schedule for identifying, discussing, resolving and documenting resolution of issues related to each aspect of the JIA topical outline for each interface discussed in this document. In no case will either end-to-end integrity testing or load testing begin without both Parties mutually agreeing that each interface JIA documents the intended operation of the interface scheduled for testing. By mutual agreement, specific paragraphs or entire sections of the overall Agreement may be identified and documented to serve the purpose described for the Joint Implementation Agreement for specific interfaces. Any issues identified and subsequently resolved through either the end-to-end integrity or load testing processes will be incorporated into the impacted interface JIA within 30 days of issue resolution.

9.4 Performance measurements shall be established pursuant to Section 12 of the General Terms and Conditions of this Agreement.

10. **Other Agreements**

10.1 This Attachment 15 reflects compromises on the part of both AT&T and BellSouth. By accepting this Attachment 15, AT&T does not waive its right to non-discriminatory access to Operations Support Systems of BellSouth.

10.2 AT&T and BellSouth agree that the same interfaces will be utilized for all states within the operating area of BellSouth unless the Parties mutually agree to do otherwise.

Telephone Number Assignment - request for and file transfer download of blocks of numbers reserved for AT&T's use via the Network Data Mover Network using Connect: direct.

Appointment Scheduling - paper standard interval guidelines.

Customer Service Record Requests - three way call between customer, AT&T service representative, and BellSouth Local Service Center representative, or facsimile exchange of customer's Letter of Agency.

4.5.1 AT&T acknowledges that BellSouth is developing additional interim interfaces that provide the capability to perform Pre-Ordering via an electronic interface using web technology. AT&T reserves the right to review specifications for such interfaces as they become available, and the right to elect to use any such interface it deems operationally and economically viable.

4.6 BellSouth and AT&T agree to work together to develop and implement an electronic communication interface that will replace these interim interfaces with the electronic interfaces described below. For purposes of this Attachment electronic communication interface defines a machine-to-machine or application-to-application interface and excludes an interface that provides a presentation for manual entry. As described below in Section 9, the Parties will establish a project plan and a Joint Implementation Agreement for each interface. Such project plan and Joint Implementation Agreement will be based upon industry standards and, where necessary, mutually agreeable supplemental specifications substantially defined by March 1, 1997. Change control procedures will be established to provide for consideration of enhancements to standards which become available during the development cycle for an interface. The Parties agree to use best efforts to implement the interfaces described below no later than December 31, 1997, unless a later date is mutually agreed upon by the Parties.

4.7 The Parties further agree to work collaboratively within the industry to establish and conform to uniform industry standards for electronic interfaces for ordering and provisioning, maintenance and repair and pre-ordering. Neither Party waives any of its rights as participants in industry forums in the implementation of the standards.

5. **Electronic Interfaces for Ordering and Provisioning**

5.1 Local Service Resale

BONA FIDE REQUEST PROCESS

1.0 Bona Fide Requests are to be used when AT&T requests a change to any Services and Elements provided hereunder, including features, capabilities, or functionality.

1.1 A Bona Fide Request shall be submitted in writing by AT&T and shall specifically identify the required service date, technical requirements, space requirements and/or such specifications that clearly define the request such that BellSouth has sufficient information to analyze and prepare a response. Such a request also shall include AT&T's designation of the request as being (i) pursuant to the Telecommunications Act of 1996 or (ii) pursuant to the needs of the business.

1.2 Although not expected to do so, AT&T may cancel, without penalty, a Bona Fide Request in writing at any time. BellSouth will then cease analysis of the request.

1.3 Within two (2) business days of its receipt, BellSouth shall acknowledge in writing, the receipt of the Bona Fide Request and identify a single point of contact and any additional information needed to process the request.

1.4 Except under extraordinary circumstances, within thirty (30) days of its receipt of a Bona Fide Request, BellSouth shall provide to AT&T a preliminary analysis of the Bona Fide Request. The preliminary analysis will include BellSouth's proposed price (plus or minus 25 percent) and state whether BellSouth can meet AT&T's requirements, the requested availability date, or, if BellSouth cannot meet such date, provide an alternative proposed date together with a detailed explanation as to why BellSouth is not able to meet AT&T's requested availability date. BellSouth also shall indicate in this analysis its agreement or disagreement with AT&T's designation of the request as being pursuant to the Act or pursuant to the needs of the business. If BellSouth does not agree with AT&T's designation, it may utilize the Disputes Resolution Process provided in Attachment 1 of this Agreement. In no event, however, shall any such dispute delay BellSouth's processing of the request. If BellSouth determines that it is not able to provide AT&T with a preliminary analysis with thirty (30) days of BellSouth's receipt of a Bona Fide Need request, BellSouth will inform AT&T as soon as practicable. AT&T and BellSouth will then determine a mutually agreeable date for receipt of the preliminary analysis.

1.5 As soon as possible, but in no event more than ninety (90) days after receipt of the request, BellSouth shall provide AT&T with a firm Bona Fide Request

quote which will include, at a minimum, the firm availability date, the applicable rates and the installation intervals, and a binding price quote.

1.6 Unless AT&T agrees otherwise, all proposed prices shall be the pricing principles of this Agreement, in accordance with the Act, and any applicable FCC and 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 AT&T.

1.7 Within thirty (30) days after receiving the firm Bona Fide Request quote from BellSouth, AT&T will notify BellSouth in writing of its acceptance or rejection of BellSouth's proposal. If at any time an agreement cannot be reached as to the terms and conditions or price of the request, or if BellSouth responds that it cannot or will not offer the requested item in the Bona Fide Request and AT&T deems the item essential to its business operations, and deems BellSouth's position to be inconsistent with the Act, FCC or Commission regulations and/or the requirements of this Agreement, the Dispute Resolution Process set forth in Appendix I of the Agreement may be used by either Party to reach a resolution.

4.2 The interim interfaces for Ordering and Provisioning for Local Services includes a jointly developed Phase 1 Electronic Data Interchange (EDI) interface operating over a value added network provider communications linkage. For BellSouth's Phase 2 EDI interface and for subsequent interim EDI implementations, AT&T agrees to use BellSouth's defined EDI interim interface. BellSouth agrees to share information regarding Phase 2 EDI interfaces, solicit AT&T's comments, and as appropriate incorporate such comments into subsequent joint testing and implementation of the interface. BellSouth is engaged in the integration of this EDI feed into a Mechanized Service Order Generation System. Errors, rejects, jeopardy notices, and in-process provisioning status reports are provided through a combination of telephone calls and facsimile exchanges.

4.3 For Loop and Transport Unbundled Network Elements, the interim interfaces utilize BellSouth's Access Service Request (ASR) process with manual intervention as required, including the ordering of:

- CCS-SS7 Signaling Connections/Access Links
- Line Information DataBase (LIDB) - Validation Service
- 800 Access Ten Digit Screening
- Local Interconnection/Trunking Arrangements
- Operator Services - Directory Assistance and Toll & Assistance
- Unbundled Exchange Access Loop

4.4 The interim interfaces for Maintenance and Repair include:

a) telephonic exchanges between AT&T and BellSouth maintenance and repair work center personnel; and

b) the use of BellSouth's TAFI interface for Plain Old Telephone Service (POTS) when available.

These will be used to accomplish the functions desired to be obtainable over the interface described in Section 5 following.

4.5 The interim interfaces for Pre-Ordering are as follows:

Address Validation - on-line Local Area Network to Local Area Network connectivity to BellSouth's Regional Street Address Guide.

Service/Feature Availability - file transfer download of BellSouth's Products/Services Inventory Management System files via the Network Data Mover Network using Connect:direct.

Telephone Number Assignment - request for and file transfer download of blocks of numbers reserved for AT&T's use via the Network Data Mover Network using Connect: direct.

Appointment Scheduling - paper standard interval guidelines.

Customer Service Record Requests - three way call between customer, AT&T service representative, and BellSouth Local Service Center representative, or facsimile exchange of customer's Letter of Agency.

4.5.1 AT&T acknowledges that BellSouth is developing additional interim interfaces that provide the capability to perform Pre-Ordering via an electronic interface using web technology. AT&T reserves the right to review specifications for such interfaces as they become available, and the right to elect to use any such interface it deems operationally and economically viable.

4.6 BellSouth and AT&T agree to work together to develop and implement an electronic communication interface that will replace these interim interfaces with the electronic interfaces described below. For purposes of this Attachment electronic communication interface defines a machine-to-machine or application-to-application interface and excludes an interface that provides a presentation for manual entry. As described below in Section 9, the Parties will establish a project plan and a Joint Implementation Agreement for each interface. Such project plan and Joint Implementation Agreement will be based upon industry standards and, where necessary, mutually agreeable supplemental specifications substantially defined by March 1, 1997. Change control procedures will be established to provide for consideration of enhancements to standards which become available during the development cycle for an interface. The Parties agree to use best efforts to implement the interfaces described below no later than December 31, 1997, unless a later date is mutually agreed upon by the Parties.

4.7 The Parties further agree to work collaboratively within the industry to establish and conform to uniform industry standards for electronic interfaces for ordering and provisioning, maintenance and repair and pre-ordering. Neither Party waives any of its rights as participants in industry forums in the implementation of the standards.

5. **Electronic Interfaces for Ordering and Provisioning**

5.1 Local Service Resale

5.1.1 The exchange of information relating to the ordering and provisioning of Local Service, when AT&T is the customer of record for the resold service(s), will be based upon the most current interpretations of the American National Standards Institute (ANSI) Accredited Standards Committee (ASC) X12 Standards as documented by the Service Order Subcommittee (SOSC) of the Telecommunications Industry Forum/Electronic Data Interchange (TCIF/EDI) committee. The most current version of the SOSC implementation guideline for EDI is version 6.

5.1.2 The information exchange will be forms-based, using Local Service Request (LSR) Form, End User Information Form, and the Resale Service Form developed by the OBF. The SOSC interpretations of the 850, 860, 855, 864, 865, and 997 transactions, in accordance with the OBF forms, will be used to convey, when available and where applicable, all the necessary data to connect, modify or disconnect Local Services of BellSouth that AT&T resells, including the capability to establish directory listings and perform service suspension, denial and restoral. In the absence of SOSC interpretations of the 850, 860, 855, 864, 854, and 997 transactions, both Parties agree to use the defined EDI mappings for Phase 1 and Phase 2.

5.1.3 If the EDI translator of BellSouth detects a syntax error(s), BellSouth will reject the order using the 997 transaction, identifying the type of syntax error(s) and indicate to AT&T that the entire order must be resubmitted. If BellSouth detects that agreed upon data is missing or incorrect, subsequent to the EDI translator processing, BellSouth will reject the AT&T order and indicate the need for AT&T to resubmit the order. BellSouth agrees to develop an acceptable X.12 EDI transaction type for identifying and advising AT&T of missing or incorrect data.

5.1.4 AT&T and BellSouth will use an X.400 message standard, until it is replaced with a transaction-based protocol, and a mutually agreeable X.25 or TCP/IP based transport network for exchange of transactions. AT&T and BellSouth will translate ordering and provisioning requests originating in their internal processes into the agreed upon forms and EDI transactions.

5.15 Both Parties agree to complete the defined translations, establish a query-response cycle time commitment, including but not limited to order rejection and firm order confirmation, and proceed to systems readiness testing, as more fully described in Section 7, that will result in a fully operational interface for resale of Local Service by March 31, 1997.

5.1.6 AT&T and BellSouth agree to adapt the interface based on evolving standards. To the extent changes to SOSC implementation guidelines affect local service ordering, the Parties agree to use best efforts to implement such changes, including testing of changes introduced, within 7 months of the publication date of the TCIF/SOSC guidelines. This preceding target implementation obligation may be modified by mutual agreement.

5.2 Unbundled Network Elements

5.2.1 AT&T and BellSouth will use two types of orders, an infrastructure Provisioning order and a Customer Specific Provisioning order, to establish local service capabilities based upon Unbundled Network Element architecture. The Infrastructure Provisioning order notifies BellSouth of the common use Network Elements and Combinations that AT&T will require. For services covered in BellSouth's "OLEC-to BellSouth Facility-Based" guide, this notification will occur through use of an ASR. BellSouth will make periodic updates to the OLEC guide to reflect UNEs that are found to be technically feasible by the appropriate regulatory agency. For services not covered in BellSouth's "OLEC-to-BellSouth Facility-Based" guide, this notification will occur through use of an Infrastructure Footprint Form. The Infrastructure Footprint Form, when applicable, and the associated ASR forms (Local Switching, Interoffice Transport, Signaling and Database, Operator Services and DA) order the Network Elements and Combinations used in common (across AT&T retail customers) and identify the geographic area AT&T expects to serve through the Network Elements and Combinations ordered. AT&T and BellSouth may mutually agree to use an alternative format for exchange of Footprint Order related information, provided that the same information content is delivered.

5.2.2 For services not covered in BellSouth's "OLEC-to-BellSouth Facility-Based" guide, BellSouth will accept the Infrastructure/Footprint Form developed by AT&T, or the mutually agreed upon equivalent format, until such time AT&T and BellSouth agree that the OBF has adopted an acceptable alternative form. In addition, BellSouth will accept a modified version of the OBF Translation Questionnaire (TQ) Form. The modified TQ will be sent to BellSouth when BellSouth must modify the routing tables for its end offices to accommodate the treatment of customer calling associated with the combination of Network Elements that AT&T is employing to deliver service. AT&T will provide the Infrastructure/Footprint Form and all associated ASR forms.

5.2.3 When applicable, BellSouth will accept delivery of the Infrastructure Footprint Form and the modified TQ through the ASR process, including

5 1 1 The exchange of information relating to the ordering and provisioning of Local Service, when AT&T is the customer of record for the resold service(s), will be based upon the most current interpretations of the American National Standards Institute (ANSI) Accredited Standards Committee (ASC) X12 Standards as documented by the Service Order Subcommittee (SOSC) of the Telecommunications Industry Forum/Electronic Data Interchange (TCIF/EDI) committee. The most current version of the SOSC implementation guideline for EDI is version 6.

5.1 2 The information exchange will be forms-based, using Local Service Request (LSR) Form, End User Information Form, and the Resale Service Form developed by the OBF. The SOSC interpretations of the 850, 860, 855, 864, 865, and 997 transactions, in accordance with the OBF forms, will be used to convey, when available and where applicable, all the necessary data to connect, modify or disconnect Local Services of BellSouth that AT&T resells, including the capability to establish directory listings and perform service suspension, denial and restoral. In the absence of SOSC interpretations of the 850, 860, 855, 864, 854, and 997 transactions, both Parties agree to use the defined EDI mappings for Phase 1 and Phase 2.

5.1.3 If the EDI translator of BellSouth detects a syntax error(s), BellSouth will reject the order using the 997 transaction, identifying the type of syntax error(s) and indicate to AT&T that the entire order must be resubmitted. If BellSouth detects that agreed upon data is missing or incorrect, subsequent to the EDI translator processing, BellSouth will reject the AT&T order and indicate the need for AT&T to resubmit the order. BellSouth agrees to develop an acceptable X.12 EDI transaction type for identifying and advising AT&T of missing or incorrect data.

5.1 4 AT&T and BellSouth will use an X.400 message standard, until it is replaced with a transaction-based protocol, and a mutually agreeable X.25 or TCP/IP based transport network for exchange of transactions. AT&T and BellSouth will translate ordering and provisioning requests originating in their internal processes into the agreed upon forms and EDI transactions.

5.15 Both Parties agree to complete the defined translations, establish a query-response cycle time commitment, including but not limited to order rejection and firm order confirmation, and proceed to systems readiness testing, as more fully described in Section 7, that will result in a fully operational interface for resale of Local Service by March 31, 1997.

5.1 6 AT&T and BellSouth agree to adapt the interface based on evolving standards. To the extent changes to SOSC implementation guidelines affect local service ordering, the Parties agree to use best efforts to implement such changes, including testing of changes introduced, within 7 months of the publication date of the TCIF/SOSC guidelines. This preceding target implementation obligation may be modified by mutual agreement.

5.2 Unbundled Network Elements

5.2.1 AT&T and BellSouth will use two types of orders, an Infrastructure Provisioning order and a Customer Specific Provisioning order, to establish local service capabilities based upon Unbundled Network Element architecture. The Infrastructure Provisioning order notifies BellSouth of the common use Network Elements and Combinations that AT&T will require. For services covered in BellSouth's "OLEC-to BellSouth Facility-Based" guide, this notification will occur through use of an ASR. BellSouth will make periodic updates to the OLEC guide to reflect UNEs that are found to be technically feasible by the appropriate regulatory agency. For services not covered in BellSouth's "OLEC-to-BellSouth Facility-Based" guide, this notification will occur through use of an Infrastructure Footprint Form. The Infrastructure Footprint Form, when applicable, and the associated ASR forms (Local Switching, Interoffice Transport, Signaling and Database, Operator Services and DA) order the Network Elements and Combinations used in common (across AT&T retail customers) and identify the geographic area AT&T expects to serve through the Network Elements and Combinations ordered. AT&T and BellSouth may mutually agree to use an alternative format for exchange of Footprint Order related information, provided that the same information content is delivered.

5.2.2 For services not covered in BellSouth's "OLEC-to-BellSouth Facility-Based" guide, BellSouth will accept the Infrastructure/Footprint Form developed by AT&T, or the mutually agreed upon equivalent format, until such time AT&T and BellSouth agree that the OBF has adopted an acceptable alternative form. In addition, BellSouth will accept a modified version of the OBF Translation Questionnaire (TQ) Form. The modified TQ will be sent to BellSouth when BellSouth must modify the routing tables for its end offices to accommodate the treatment of customer calling associated with the combination of Network Elements that AT&T is employing to deliver service. AT&T will provide the Infrastructure/Footprint Form and all associated ASR forms.

5.2.3 When applicable, BellSouth will accept delivery of the Infrastructure Footprint Form and the modified TQ through the ASR process, including

passing of the information over a file transfer network (e.g., Network Data Mover Network) using the CONNECT:direct file transfer product unless another mutually agreeable exchange mechanism is established.

5 2.4 AT&T and BellSouth agree to adapt the interface based upon evolving standards. Changes to OBF ASR forms and implementation guidelines, to the extent relevant to ordering and provisioning for Local Services, will be implemented based upon industry standard implementation schedules as set by the Telecommunications Service ordering Committee of OBF. This preceding target implementation obligation may be modified by mutual agreement.

5.2.5 When applicable, the Customer Specific Provisioning order will be based upon OBF LSR forms. The applicable SOSC implementation guidelines described in the prior paragraphs relating to resale of BellSouth retail services also apply to the Customer Specific Provisioning orders.

5 2.5.1 Unbundled loops are an exception to Section 5.2.5 above. Currently, BellSouth accepts an ASR form for the ordering of unbundled loops. BellSouth will use best efforts to adopt the LSR as the ordering document within 7 months of the published release of the TCIF/SOSC standard for ordering unbundled loops via EDI.

5.2.6 When applicable, BellSouth agrees that the information exchange will be forms-based using the Local Service Request Form, End User Information Form, Loop Service Form (which may ultimately be renamed the Loop Element form) and Port Form (which may ultimately be renamed the Switch Element Form) developed by the OBF. The SOSC interpretation of 850, 860, 855, 864, 865, and 997 transactions, in accordance with the OBF forms, will be used to convey all the necessary data to connect, modify or disconnect BellSouth's customer-specific UNEs employed by AT&T to deliver Local Services. Unless the Parties otherwise agree, all EDI-based transactions for ordering BellSouth's customer-specific UNEs will occur over the interface utilized by AT&T ordering Local Service for resale. Errors and rejections of orders will be treated as described in the paragraphs relating to resale of BellSouth Local Services. Customer-specific elements include, but are not limited to, the customer loop, the network interface device, the customer-dedicated portion of the local switch and any combination thereof.

5.2.7 AT&T and BellSouth will use an X.400 message standard, until it is replaced by a transaction-based protocol, and a mutually agreeable X.25 or TCP/IP based network to exchange requests. AT&T and BellSouth will translate ordering and provisioning requests originating in their internal

processes into the agreed upon forms and EDI transactions. Both Parties agree to complete the defined translations, establish a query-response cycle time commitment, including but not limited to order rejection and firm order confirmation, and proceed to systems readiness testing, as more fully described in Section 8, that will result in an operational interface for ordering UNEs by December 31, 1997. AT&T and BellSouth agree to adapt the interface based upon evolving standards. To the extent changes to SOSC implementation guidelines affect local service ordering and provisioning for customer specific unbundled Network Elements and Combinations, the Parties agree to use best efforts to implement such changes, including testing of changes introduced, within 7 months of the publication date of the TCIF/SOSC guidelines. This preceding target implementation obligation may be modified by mutual agreement.

5.3 Treatment of 860 Messages

5.3.1 BellSouth will accept an 860 transaction that contains the complete refresh of the previously provided order information (under the original 850 transaction) simultaneously with the supplemental (new/revised) information from AT&T. This treatment with respect to the 860 transaction will be accepted by both Parties until the SOSC explicitly clarifies the information exchanges associated with supplementing orders or AT&T and BellSouth mutually agreed to change the treatment. AT&T and BellSouth will agree upon a mutually acceptable time frame for adapting their internal systems to accommodate any alteration to treatment of the 860 message described in this paragraph. In no event will the time frame for adaptation extend more than one year past the date the SOSC initiated change or AT&T and BellSouth agreeing to modify the treatment of 860 messages.

6. **Electronic Interfaces for Maintenance and Repair**

6.1 Maintenance and repair information exchange will be transmitted over the same interface according to the same content definition both for resold BellSouth retail Local Services and for services AT&T provides using a Network Elements or Combinations.

6.2 When technically feasible, AT&T and BellSouth will, for the purpose of exchanging fault management information, establish an electronic bonding interface, based upon ANSI standards T1.227-1995 and T1.228-1995, and Electronic Communication Implementation Committee (ECIC) Trouble Report Format Definition (TRFD) Number 1 as defined in ECIC document ECIC/TRA/95-003, and all standards referenced within those documents. The Parties acknowledge that the present version of these standards supports different functions for different Network elements. Where a

function is not presently supported for a given Network Element, the Parties agree to work collaboratively within the industry for its inclusion in future releases of the standards. The Parties will use and acknowledge functions currently implemented for reporting access circuit troubles. These functions include Enter Trouble, Request Trouble Report Status, Add Trouble Information, Modify Trouble Report Attributes, Trouble Report Attribute Value Change Notification and Cancel Trouble Report, all of which are fully explained in clauses 6 and 9 of ANSI T1.228-1995.

6.3 AT&T and BellSouth will exchange requests over a mutually agreeable X.25 based network or if mutually agreeable, a TCP/IP based network may be employed. AT&T and BellSouth will translate maintenance requests or responses originating in their internal processes into the agreed upon attributes and elements. Both Parties agree to complete the defined translations, and proceed to systems readiness testing that will result in an operational interface for local service delivery by the date set forth in Section 4.6 above upon delivery of the mutually agreed upon requirements. AT&T and BellSouth agree to adapt the interface based upon evolving standards. To the extent changes to NOF, ECIC or T1M1 standards affect the maintenance and repair functionality for Local Services, the Parties agree to use best efforts to implement such changes, including testing of changes introduced, within 7 months, but not longer than 9 months, of the publication of the standard by the relevant ATIS committee or subcommittee. This preceding target implementation obligation may be modified by mutual agreement.

7. **Electronic Interfaces for Preordering**

7.1 Transaction-Based Information Exchange

7.1.1 When applicable, the Parties agree that preordering information exchange, as defined in Section 4.5 preceding, will be transmitted over the same interface according to the same content definition both for resold BellSouth telecommunications services and for services provided using Network Elements and Combinations. BellSouth shall expeditiously develop and deploy an on-line electronic means for AT&T to receive customer service records on a restricted basis that will appropriately safeguard a customer's privacy. This electronic interface must meet AT&T's needs and also contain such safety provisions or restrictions to make sure that it safeguards customer privacy in an appropriate manner. AT&T shall not be required to present prior written authorization from each customer to BellSouth before BellSouth allows access to Customer Service Records. AT&T shall issue a blanket letter of authorization to BellSouth which states that AT&T will obtain the customer's permission before accessing

passing of the information over a file transfer network (e.g., Network Data Mover Network) using the CONNECT:direct file transfer product unless another mutually agreeable exchange mechanism is established.

5.2.4 AT&T and BellSouth agree to adapt the interface based upon evolving standards. Changes to OBF ASR forms and implementation guidelines, to the extent relevant to ordering and provisioning for Local Services, will be implemented based upon industry standard implementation schedules as set by the Telecommunications Service ordering Committee of OBF. This preceding target implementation obligation may be modified by mutual agreement.

5.2.5 When applicable, the Customer Specific Provisioning order will be based upon OBF LSR forms. The applicable SOSC implementation guidelines described in the prior paragraphs relating to resale of BellSouth retail services also apply to the Customer Specific Provisioning orders.

5.2.5.1 Unbundled loops are an exception to Section 5.2.5 above. Currently, BellSouth accepts an ASR form for the ordering of unbundled loops. BellSouth will use best efforts to adopt the LSR as the ordering document within 7 months of the published release of the TCIF/SOSC standard for ordering unbundled loops via EDI.

5.2.6 When applicable, BellSouth agrees that the information exchange will be forms-based using the Local Service Request Form, End User Information Form, Loop Service Form (which may ultimately be renamed the Loop Element form) and Port Form (which may ultimately be renamed the Switch Element Form) developed by the OBF. The SOSC interpretation of 850, 860, 855, 864, 865, and 997 transactions, in accordance with the OBF forms, will be used to convey all the necessary data to connect, modify or disconnect BellSouth's customer-specific UNEs employed by AT&T to deliver Local Services. Unless the Parties otherwise agree, all EDI-based transactions for ordering BellSouth's customer-specific UNEs will occur over the interface utilized by AT&T ordering Local Service for resale. Errors and rejections of orders will be treated as described in the paragraphs relating to resale of BellSouth Local Services. Customer-specific elements include, but are not limited to, the customer loop, the network interface device, the customer-dedicated portion of the local switch and any combination thereof.

5.2.7 AT&T and BellSouth will use an X.400 message standard, until it is replaced by a transaction-based protocol, and a mutually agreeable X.25 or TCP/IP based network to exchange requests. AT&T and BellSouth will translate ordering and provisioning requests originating in their internal

processes into the agreed upon forms and EDI transactions. Both Parties agree to complete the defined translations, establish a query-response cycle time commitment, including but not limited to order rejection and firm order confirmation, and proceed to systems readiness testing, as more fully described in Section 8, that will result in an operational interface for ordering UNEs by December 31, 1997. AT&T and BellSouth agree to adapt the interface based upon evolving standards. To the extent changes to SOSC implementation guidelines affect local service ordering and provisioning for customer specific unbundled Network Elements and Combinations, the Parties agree to use best efforts to implement such changes, including testing of changes introduced, within 7 months of the publication date of the TCIF/SOSC guidelines. This preceding target implementation obligation may be modified by mutual agreement.

5.3 Treatment of 860 Messages

5.3.1 BellSouth will accept an 860 transaction that contains the complete refresh of the previously provided order information (under the original 850 transaction) simultaneously with the supplemental (new/revised) information from AT&T. This treatment with respect to the 860 transaction will be accepted by both Parties until the SOSC explicitly clarifies the information exchanges associated with supplementing orders or AT&T and BellSouth mutually agreed to change the treatment. AT&T and BellSouth will agree upon a mutually acceptable time frame for adapting their internal systems to accommodate any alteration to treatment of the 860 message described in this paragraph. In no event will the time frame for adaptation extend more than one year past the date the SOSC initiated change or AT&T and BellSouth agreeing to modify the treatment of 860 messages.

6. **Electronic Interfaces for Maintenance and Repair**

6.1 Maintenance and repair information exchange will be transmitted over the same interface according to the same content definition both for resold BellSouth retail Local Services and for services AT&T provides using a Network Elements or Combinations.

6.2 When technically feasible, AT&T and BellSouth will, for the purpose of exchanging fault management information, establish an electronic bonding interface, based upon ANSI standards T1.227-1995 and T1.228-1995, and Electronic Communication Implementation Committee (ECIC) Trouble Report Format Definition (TRFD) Number 1 as defined in ECIC document ECIC/TRA/95-003, and all standards referenced within those documents. The Parties acknowledge that the present version of these standards supports different functions for different Network elements. Where a

function is not presently supported for a given Network Element, the Parties agree to work collaboratively within the industry for its inclusion in future releases of the standards. The Parties will use and acknowledge functions currently implemented for reporting access circuit troubles. These functions include Enter Trouble, Request Trouble Report Status, Add Trouble Information, Modify Trouble Report Attributes, Trouble Report Attribute Value Change Notification and Cancel Trouble Report, all of which are fully explained in clauses 6 and 9 of ANSI T1.228-1995.

6.3 AT&T and BellSouth will exchange requests over a mutually agreeable X.25 based network or if mutually agreeable, a TCP/IP based network may be employed. AT&T and BellSouth will translate maintenance requests or responses originating in their internal processes into the agreed upon attributes and elements. Both Parties agree to complete the defined translations, and proceed to systems readiness testing that will result in an operational interface for local service delivery by the date set forth in Section 4.6 above upon delivery of the mutually agreed upon requirements. AT&T and BellSouth agree to adapt the interface based upon evolving standards. To the extent changes to NOF, ECIC or T1M1 standards affect the maintenance and repair functionality for Local Services, the Parties agree to use best efforts to implement such changes, including testing of changes introduced, within 7 months, but not longer than 9 months, of the publication of the standard by the relevant ATIS committee or subcommittee. This preceding target implementation obligation may be modified by mutual agreement.

7. Electronic Interfaces for Preordering

7.1 Transaction-Based Information Exchange

7.1.1 When applicable, the Parties agree that preordering information exchange, as defined in Section 4.5 preceding, will be transmitted over the same interface according to the same content definition both for resold BellSouth telecommunications services and for services provided using Network Elements and Combinations. BellSouth shall expeditiously develop and deploy an on-line electronic means for AT&T to receive customer service records on a restricted basis that will appropriately safeguard a customer's privacy. This electronic interface must meet AT&T's needs and also contain such safety provisions or restrictions to make sure that it safeguards customer privacy in an appropriate manner. AT&T shall not be required to present prior written authorization from each customer to BellSouth before BellSouth allows access to Customer Service Records. AT&T shall issue a blanket letter of authorization to BellSouth which states that AT&T will obtain the customer's permission before accessing

Customer Service records. BellSouth and AT&T agree to develop an interface which will insure protection of customer privacy by discouraging roaming through customer information and that only provides the Customer Service Record necessary to provide telecommunications services. BellSouth and AT&T will communicate and work with the Georgia Consumer Utility Counsel ("CUC") in order to ensure that the arrangements developed will meet the CUC's privacy concerns related to these matters. The demonstration of the electronic interface methodology and the plan for its deployment shall be presented to the Georgia Public Service Commission and to the CUC so that the CUC may review and provide comments or recommendations to the Commission. If the Commission directs that any changes be made to the initial methodology, or if any subsequent changes be made, or if any subsequent changes are proposed by the Parties, then the entire methodology and plan, including such changes, shall be submitted to the Commission for additional review. The electronic interface shall not be deployed until the Commission has reviewed the methodology and plan according to this procedure.

7.1.2 AT&T and BellSouth will establish a transaction-based electronic communications interface according to the AT&T proposed data model for preordering which is based upon the most current version of the SOSC implementation guideline for EDI which is version six (6). Unless BellSouth and AT&T agree to an alternative exchange mechanism by April 1, 1997, then an exchange protocol based upon a subset of CMIP transactions, referred to as EC-Lite, will be used to transport EDI formatted content necessary to perform inquiries for Switch/Feature Availability (on an exception basis when batch feed data is incomplete), Address Verification (on an exception basis when batch feed data is incomplete), Telephone Number Assignment, Appointment Scheduling, and Customer Service Records. AT&T and BellSouth will exchange transactions over a mutually agreeable X.25 or TCP/IP based network.

7.1.3 AT&T and BellSouth will translate preordering data elements used in their internal processes into the agreed upon forms and EDI. Both Parties will complete the defined translations, establish query-response cycle time commitments, including but not limited to notification of message acknowledgments and message rejections, and proceed to systems readiness testing, as covered in more detail in Section 8, that will result in a fully operational interface for local service delivery. The implementation date for this interface will be as stated in Section 4.6. This preceding target implementation obligation may be modified by mutual consent.

7.1.4 AT&T and BellSouth agree to adapt the interface based upon evolving standards. To the extent changes to OBF or SOSC EDI implementation

documentation is completed to the satisfaction of both Parties. The intent of the end-to-end integrity testing is to establish, through the submission and processing of test cases, that transactions agreed to by AT&T and BellSouth will successfully process, in a timely and accurate manner, through both Parties' supporting OSS as well as the interfaces. For transaction-based interfaces, the testing will include the use of mutually agreeable test transactions, designed to represent no less than 85% of the transaction types that AT&T expects to send and receive through the interface undergoing end-to-end testing.

8.2 In addition, AT&T and BellSouth will establish either a mutually agreeable testing environment or alternative method, such as an audit process, sufficient to demonstrate that the interfaces established between AT&T and BellSouth have the capability and capacity to exchange busy period transaction volumes reasonably projected to occur during the forward-looking twelve month period following implementation of the interface. This process must validate that AT&T and BellSouth can accept and process the anticipated busy period load without degradation of overall end-to-end performance of the information exchange even when other CLEC transactions are simultaneously processed by BellSouth.

8.3 It is understood by the Parties that End-to-End testing and load testing are necessary processes in the implementation of electronic interfaces and in establishing what further work needs to be done to insure that AT&T will receive electronic interfaces at parity with what BellSouth provides itself, its Affiliates, and its customers. In no instance will End-to-End testing or load testing processes be short-cut, expedited, or in any other way jeopardized such that the quality of the production implementation is put at risk. It is understood by the Parties that such testing occurs immediately preceding production implementation of electronic interfaces and that in the event of delays by either party End-to-End testing and load testing will not be expedited solely to meet the time frames outlined in this agreement. This implementation obligation may be modified by mutual agreement.

8.4 The results of testing will not be shared with other parties without the written consent of AT&T and BellSouth.

9. **Joint Implementation Agreement Development**

9.1 AT&T and BellSouth agree to document, within 60 days of approval of this Agreement, a project plan for each interface that explicitly identifies all essential activities, sequence and interrelationship of these activities and the target completion dates for each activity identified. The project plans

will reflect, on an on-going basis, delivery of target interfaces as discussed and agreed to within each preceding section.

9.2 AT&T and BellSouth recognize that the preceding project plans are not sufficient to fully resolve all technical and operational details related to the interfaces described. Therefore, AT&T and BellSouth agree to document the additional technical and operational details in the form of a Joint Implementation Agreement (JIA). These JIAs may be modified by mutual agreement of the Parties.

9.3 AT&T and BellSouth agree to document both a topical outline for the JIAs, and establish a schedule for identifying, discussing, resolving and documenting resolution of issues related to each aspect of the JIA topical outline for each interface discussed in this document. In no case will either end-to-end integrity testing or load testing begin without both Parties mutually agreeing that each interface JIA documents the intended operation of the interface scheduled for testing. By mutual agreement, specific paragraphs or entire sections of the overall Agreement may be identified and documented to serve the purpose described for the Joint Implementation Agreement for specific interfaces. Any issues identified and subsequently resolved through either the end-to-end integrity or load testing processes will be incorporated into the impacted interface JIA within 30 days of issue resolution.

9.4 Performance measurements shall be established pursuant to Section 12 of the General Terms and Conditions of this Agreement.

10. **Other Agreements**

10.1 This Attachment 15 reflects compromises on the part of both AT&T and BellSouth. By accepting this Attachment 15, AT&T does not waive its right to non-discriminatory access to Operations Support Systems of BellSouth.

10.2 AT&T and BellSouth agree that the same interfaces will be utilized for all states within the operating area of BellSouth unless the Parties mutually agree to do otherwise.

INTERFACE REQUIREMENTS FOR ORDERING AND PROVISIONING, MAINTENANCE AND REPAIR AND PRE-ORDERING

1. **Purpose**

1.1 This Attachment 15 sets forth the interface requirements for ordering and provisioning, maintenance and repair and pre-ordering, where AT&T provides service to its customers through resale of Local Services or through the use of unbundled Network Elements and Combinations.

1.2 For all Local Services, Network Elements and Combinations ordered under this Agreement, BellSouth will provide AT&T and its customers ordering and provisioning, maintenance, and repair and pre-ordering services within the same level and quality of service available to BellSouth, its Affiliates, and its customers.

1.3 **DELETED**

2. **Use of Standards**

2.1 As described below, AT&T and BellSouth agree to implement each interface based upon existing and evolving industry standards. The Parties shall transition the electronic interfaces to industry standards as those standards become available.

2.2 **DELETED**

3. **Reimbursement**

3.1 Reimbursement for operational interfaces shall be as determined by the appropriate regulatory agency as set forth in Part IV.

4. **Interim Interfaces**

4.1 The Parties have agreed upon certain interim interfaces to support Local Services, Network Elements and Combinations including:

- Ordering and Provisioning
- Maintenance and Repair
- Pre-Ordering
  - Address Validation
  - Service Feature Availability
  - Telephone Number Assignment
  - Appointment Scheduling
  - Customer Service Record Requests

4.2 The interim interfaces for Ordering and Provisioning for Local Services includes a jointly developed Phase 1 Electronic Data Interchange (EDI) interface operating over a value added network provider communications linkage. For BellSouth's Phase 2 EDI interface and for subsequent interim EDI implementations, AT&T agrees to use BellSouth's defined EDI interim interface. BellSouth agrees to share information regarding Phase 2 EDI interfaces, solicit AT&T's comments, and as appropriate incorporate such comments into subsequent joint testing and implementation of the interface. BellSouth is engaged in the integration of this EDI feed into a Mechanized Service Order Generation System. Errors, rejects, jeopardy notices, and in-process provisioning status reports are provided through a combination of telephone calls and facsimile exchanges.

4.3 For Loop and Transport Unbundled Network Elements, the interim interfaces utilize BellSouth's Access Service Request (ASR) process with manual intervention as required, including the ordering of:

- CCS-SS7 Signaling Connections/Access Links
- Line Information DataBase (LIDB) - Validation Service
- 800 Access Ten Digit Screening
- Local Interconnection/Trunking Arrangements
- Operator Services - Directory Assistance and Toll & Assistance
- Unbundled Exchange Access Loop

4.4 The interim interfaces for Maintenance and Repair include:

a) telephonic exchanges between AT&T and BellSouth maintenance and repair work center personnel; and

b) the use of BellSouth's TAFI interface for Plain Old Telephone Service (POTS) when available.

These will be used to accomplish the functions desired to be obtainable over the interface described in Section 5 following.

4.5 The interim interfaces for Pre-Ordering are as follows:

Address Validation - on-line Local Area Network to Local Area Network connectivity to BellSouth's Regional Street Address Guide.

Service/Feature Availability - file transfer download of BellSouth's Products/Services Inventory Management System files via the Network Data Mover Network using Connect:direct.

Supra Telecom
2620 S.W. 27th Avenue Miami, FL 33133-3005

Kelly L. Kester
Assistant General Counsel
E-mail: kkester@stis.com
Telephone: (305) 476-4240
Fax: (305) 443-9516

October 27, 2000

Parkey Jordan
BellSouth Telecommunications, Inc.
BellSouth Center, Suite 4300
675 West Peachtree Street, N.E.
Atlanta, GA 30375

RE: SUPRA INTERCONNECTION AGREEMENTS

Dear Parkey:

It is my understanding that the interconnection negotiations between BellSo ı and Supra were to relate to Florida, Georgia and Louisiana. I have attached a letter frc Mark to you dated June 19, 2000 that speaks to this position, and your response date uly 3, 2000. Based upon these letters, it seems clear that June 19, 2000 is the begi ing of the negotiation period for Georgia.

Is it your understanding that negotiations for Louisiana were commenced at is time also? If not, is there a different date that you believe the Louisiana negotiati ıs began? Please advise at your earliest convenience regarding this issue.

Supra has negotiated the Interconnection Agreement with BellSouth with th ntention that it would relate to Georgia and Louisiana, also. Therefore, our position the issues remains the same for both additional states.

I am the contact for all Interconnection negotiations between BellSouth and ıpra, so any relevant information should be sent to my attention. I look forward to heari from you at your earliest convenience.

Sincerely,

Kelly Kester
Assistant General Counsel for
Supra Telecommunications & Information Services, Inc.

Parkey D. Jordan
General Attorney

BellSouth Tel mmunications, Inc.
Legal Departn t - Suite 4300
675 West Pea ree Street
Atlanta, Geor 30375-0001
Telephone: 40 35-0794
Facsimile: 40 8-9022

November 10, 2000

VIA FACSIMILE AND
U.S. MAIL
Kelly Kester, Esq.
Assistant General Counsel for
Supra Telecommunications & Information Services, Inc.
2620 S.W. 27th Avenue
Miami, FL 33133-3005

Re: Supra Interconnection Agreements

Dear Kelly:

In response to your letter dated October 27, 2000, this is to confirm cc mencement of negotiations between Supra and BellSouth for Florida, Georgia and Louisiana. gotiations for Florida commenced March 29, 2000, in accordance with the terms the existing interconnection agreement between Supra and BellSouth. By letter dated Jun 19, 2000, Mr. Buechele requested negotiations for Georgia and Louisiana. Thus, negotiatio for these two states commenced on June 19. It is BellSouth's intention that negotiations r the Florida agreement up to this point have also been applicable to the Georgia and Louisian greements.

Please contact Pat Finlen to schedule further negotiations, as he is S ra's assigned negotiator.

Sincerely,

Parkey D. Jordan, Esq.

PDJ/kbn

cc: Pat Finlen

Amendment to the Interconnection Agreement
By and Between BellSouth Telecommunications, Inc.
And IDS Long Distance, Inc. Dated January 27, 1999

This Agreement refers to the Interconnection Agreement ("the Agreement") entered into by IDS Long Distance, Inc. ("IDS") and BellSouth Telecommunications, Inc. ("BellSouth") on January 27, 1999. This Amendment ("Amendment") is made by and between IDS and BellSouth and shall be deemed effective on the date executed by IDS and BellSouth.

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, IDS and BellSouth (individually, a "Party" and collectively, the "Parties") hereby covenant and agree as follows:

1. The Parties hereby agree to delete Section 2.1 of the General Terms and Conditions of the Agreement in its entirety and to replace it with a new section 2.1 as follows:

   A. The term of this Agreement shall be from January 29, 1999 to January 26, 2001 and shall apply to all of BellSouth's service territory as of January 1, 1997, in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee.

2. All of the other provisions of the Interconnection Agreement shall remain unchanged and in full force and effect.

4. Either or both of the Parties is authorized to submit this Amendment to the appropriate State Public Service Commissions or other Regulatory Agencies 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.

IDS Long Distance, Inc.	**BellSouth Telecommunications, Inc.**
On File	On File
Signature	Signature
Srith Kramer	Jerry D. Hendrix
Printed Name	Printed Name
Sr. V.P.	Sr. Director
Title	Title
7-24-00	7/25/00
Date	Date

EXHIBIT OAR-68

AMENDMENT
TO
RESALE AGREEMENT BETWEEN WORLDWIDE INTERNET SERVICES
AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED FEBRUARY 7, 2000

Pursuant to this Amendment (the "Amendment") Worldwide Internet Services ("Worldwide Internet Services") and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend the Resale Agreement dated February 7, 2000 ("Resale Agreement").

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, Worldwide Internet Services and BellSouth hereby covenant and agree as follows:

1. The Parties agree to expand the Resale Agreement to apply to Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee. Consistent with this, the Parties agree to delete, in its entirety, the second WHEREAS Clause in the General Terms and Conditions, Part A of the Resale Agreement and replace it with the following language:

> WHEREAS, Worldwide Internet Services is or seeks to become an alternative local exchange telecommunications company ("CLEC") authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee.

2. Additionally, Section 2.1 of the General Terms and Conditions, Part A of the Resale Agreement is hereby deleted in its entirety and shall be replaced with the following:

> The term of this Agreement shall be two years, beginning February 7, 2000 and shall apply to the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee. If, as of the expiration of this Agreement, a Subsequent Agreement (as defined in Section 2.2 below) has not been executed by the Parties, this Agreement shall continue on a month-to-month basis while a Subsequent Agreement is being negotiated. The Parties' rights and obligations with respect to this Agreement after expiration shall be as set forth in Section 2.4 below.

3. All of the other provisions of the Resale Agreement shall remain unchanged and in full force and effect.

EXHIBIT DAR-69

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

Worldwide Internet Services, Inc.	**BellSouth Telecommunications, Inc.**
By: Signature on file	By: Signature on file
Name: Robert J. Palucci	Name: Jerry D. Hendrix
Title: Chairman/ CEO	Title: Senior Director
Date: July 10, 2000	Date: July 24, 2000

Supra Telecom
2620 S.W. 27th Avenue Miami, FL 33133

Telephone: (305) 443-3710
Fax: (305) 443-1078
www.stis.com

July 24, 2001

DELIVERY VIA FAX AND EMAIL

Greg Follensbee
Lead Negotiator
BellSouth Telecommunications
Room 34S91 BellSouth Center
675 West Peachtree Street, N.E.
Atlanta, GA 30375

SUBJECT: Failure of BellSouth to provide Supra with BellSouth network information

Dear Greg:

I realize that you were not a party to the various Inter-Company review board meetings, or the nearly year and a half of discussions that followed our initial request for the network information contained in the *Increased Network Reliability* Template. There seems to be some confusion, if not outright refusal, to supply the requested information, as evidenced by the material supplied.

Supra has requested specific information regarding BellSouth's network, not BellSouth's documents describing how BellSouth wants a CLEC to interconnect to said network. There is a world of difference between the two.

47 U.S.C 273(e)(3) states:

> (3) NETWORK PLANNING AND DESIGN.--A Bell operating company shall, to the extent consistent with the antitrust laws, **engage in joint network planning and design with local exchange carriers operating in the same area of interest**. No participant in such planning shall be allowed to delay the introduction of new technology or the deployment of facilities to provide telecommunications services, **and agreement with such other carriers shall not be required as a prerequisite for such introduction or deployment.**

Supra has repeatedly requested these joint network planning meetings with BellSouth. However, BellSouth has frustrated any progress by always trying to extract information from Supra, without really providing the information necessary to interconnect its switches. That process has caused frustration to Supra, because BellSouth has made it impossible for Supra to understand the BellSouth network to the point of Engineering alternatives or being able to negotiate on an equal footing with BellSouth

Such equality is required between carriers sharing the public network as defined by 47 U.S.C. 259(g):

> **SEC. 259. [47 U.S.C. 259] INFRASTRUCTURE SHARING.**
>
> (a) REGULATIONS REQUIRED.--The Commission shall prescribe, within one year after the date of enactment of the Telecommunications Act of 1996, regulations that require incumbent local exchange carriers (as defined in section 251(h)) **to make available to any qualifying carrier such public switched network** infrastructure, technology, **information,** and telecommunications facilities and functions **as may be requested by such qualifying carrier for the purpose of enabling such qualifying carrier to provide telecommunications services, or to provide access to information services,** in the service area in which such qualifying carrier has requested and obtained designation as an eligible telecommunications carrier under section 214(e).

The information provided by BellSouth does not remotely satisfy what Supra has requested. BellSouth simply has failed to comply with this requirement.

Further, in terms of Supra's ability to fully benefit from the requested information such that Supra can legally benefit from BellSouth's economies of scale, 47 USC 259(b)(4) provides:

> (4) **ensure that such local exchange carrier makes such** infrastructure, technology, **information**, facilities, or functions **available to a qualifying carrier** on just and reasonable terms and conditions **that permit such qualifying carrier to fully benefit from the economies of scale and scope of such local exchange carrier,** as determined in accordance with guidelines prescribed by the Commission in regulations issued pursuant to this section;

Providing Supra with publicly available information regarding the **edge** of BellSouth's network fails to provide anyone with economies of scale. An ALEC like Supra afforded this view merely sees the connector to the network. From this view it is impossible to leverage any issue of economy unless BellSouth **chooses** to let Supra. BellSouth has also failed to comply with this requirement.

Finally, and perhaps most importantly to BellSouth's interests, Section 271(c)(2)(B)(xii) provides:

> (xii) Nondiscriminatory access to such services or information **as are necessary to allow the requesting carrier to implement local dialing parity** in accordance with the requirements of section 251(b)(3).

BellSouth has not provided sufficient information to Supra, as requested over a year and a half ago to implement **local** dialing parity. As BellSouth should be well aware of

by now, the local calling area, and local dialing parity are serious issues to Supra Telecom. Our products and service are based upon this requirement. While services provided under resale implicitly achieve this, being same - same as BellSouth,-- UNE Combination and Facilities based services do not. BellSouth must provide further information to meet this need.

BellSouth places much secrecy and and bases its refusals on the confidential character of the information requested. However this concern over confidentiality is selectively applied to benefit BellSouth. Much information is exchanged with Supra daily under CPNI restrictions, however, it appears that only information that preserves BellSouth's monopolistic position is scrupulously protected. Yet all is governed by the same requirement 47 USC 222(b):

> (b) CONFIDENTIALITY OF CARRIER INFORMATION.--A telecommunications carrier that receives or obtains proprietary information from another carrier for purposes of providing any telecommunications service shall use such information only for such purpose, and shall not use such information for its own marketing efforts.

Specific issues to be addressed with subsequent data packages from BellSouth:

1. The following Interconnection Provisioning information and guidelines:

    a. Interface Specifications - For CLEC Switch over traditional narrowband circuits, and ATM Tandem interfaces. -- In this case interconnection information is what was requested.

    b. Network Design - BellSouth network design criteria for reliability issues, diversity, direct end-office trunking for CLECs, Multi Tandem per LATA vs. single Tandem per LATA interconnections and routing, use of BellSouth network for routing intraLATA traffic -- BellSouth's own criteria was requested. Requirement not met.

c. Service Interworking Requirements and Suggestions - Standards and requirements to ensure proper interworking of telephone and data switches employed in the interconnection. -- BellSouth's own criteria were requested. Requirement not met.

For item 2, BellSouth offered SS7 Guide to Interconnection with BellSouth "It provides Supra with everything Supra needs to know ..." -- requirement not met for item 2 in its entirety. Additionally no attempt has been made to answer specific questions asked by Supra. Additionally the GR-905-Core document is provided in pieces not is entirety.

2. The following SS7 and Other Critical Interface Inter-network Compatibility. For CLEC Class 4 and Class 5 switches, and SS7 STP and SCP's.

a. Service Protocols/Message Sets. Standards adhered to. Deviations from documented standards. Effects of SS7 messaging between Supra and BellSouth, extent of mutual compliance with TCAP, and ISUP messages. Specific information on messages used by Supra Voicemail systems to annunciate Message waiting indicator on Supra customers provisioned via either BellSouth resale or UNE Combinations.

b. Testing Plans for all SS7 interconnected systems, Toll Free database, LIDB, CNAM, and all other Unbundled databases.

As mentioned above the GR-905-CORE document is not provided in its entirety, substantial information is missing. Specifically form this document should Supra assume and hold BellSouth to full compliance with all specifications? Supra requested information on compliance that is not addressed other than above.

3. Protocol Implementation Agreements - To effect a more reliable

   a. Route set congestion messages.

   b. Timer Values - Interconnection equipment.

   c. Switch Parameters

   d. BellSouth Compliance with TR246, T1.114, T1.116, GR 317, GR 394

   e. Gateway Screening Information for network planning.

BellSouth's answer to this question highlights the gulf of either understanding or acceptance between our companies. We requested specific information on routing of transport between specific offices. - You referred us to the poorly documented interconnection section of the expired contract. This is the very section we are seeking to properly document. Requirement not met.

4. Diversity Requirements - BellSouth Interoffice Transport

   a. Route identifications - Tandem to End Office Dedicated and Common transport routing.

   b. Diversity definition

   c. SS7 Diversity Verification and Validation - Test Plan

d. BellSouth adherence to Committee T1 Report No. 24 on Network Survivability Performance

While CLEC **ordering** information is sometimes provided in LEO, BellSouth has provided no responsive information regarding provisioning. There is a world of difference between ordering and provisioning. Requirement not met.

5. Installation, Provisioning, Maintenance Guidelines and Responsibilities

a. Reference Documents

Supra is seeking information regarding network administration and Security practices of BellSouth on BellSouth's network, and what partitioning is put in place for various network elements including OSS and databases. For example at our 7/31 meeting it was announced that different line/class codes are used for 1FR and the same circuit provisioned as UNE-P. This is an example of partitioning. For examples of the type of information other RBOCs freely provide, I refer you to Verizon's Interconnection website. There is a detailed dissemination of the partitioning provided for when an ALEC purchases unbundled Local Switching. BellSouth's information in this regard falls far short of what Verizon publishes. The remaining issues (c) and (d) are self-explanatory. Requirement not met.

6. Network Admin/Ops Security Requirements - Between Supra Telecom and BellSouth systems.

a. Access Methodology Documentation

b. Functional Partitioning - Network and database issues

c. Applicable tariffs on confidential information - Documented and complied with

d. Password and encryption control - agreements on security methods employed to effect the above section.

Supra has requested Performance guarantees. BellSouth has offered measurements with no penalties for failure to perform. Does BellSouth suggest that the Georgia CLEC workshop be embodied in the Florida agreement? Answer not understood.

7. Performance Service Level Agreements (PSLA)

a. Interface specifications all UNE services, and resale shall contain PSLA guarantees.

b. Performance Thresholds for all other products offered for sale.

This has to be the simplest issue so far. Plainly stated how can Supra get answers to our questions when things go wrong with BellSouth's employees' attempts to mislead Supra, and causing constant litigation to get answers to simple questions. What are your internal Quality programs established to effect this? Requirement not met.

8. In-depth Root Cause Analysis of Significant Failures

a. Failure analysis procedures

b. Service configuration

c. FCC Outage Reporting Criteria defined.

9. Synchronization Design and Company - wide coordination contacts.

a. Synchronization responsibilities (This issue seems to has reversed itself re: BellSouth policy in the past 4 years)

b. Conformance Requirements.

c. Contact Identifications

d. Compliance with T1.101 Digital Facility Standard

Again, is it BellSouth's position that the Georgia ordered measurements serve as its only guarantee of performance in response to PSLA?

10. Performance Requirements

a. Standards included with each UNE / Interface defined

c. Standards for Interconnection Arrangement with CLEC owned Class 4 and 5 switches.

d. Performance Service Level Agreements (PSLA)

I take BellSouth's answer to this requirement to be that BellSouth refuses to establish notification procedures, and hopes that the public is well served by pasting an announcement on its website hoping that it will be read?

11. Network Rearrangement Management

a. Notification Procedures

There is nothing in the collocation handbook relating to any specifics on this subject, much less the policies, procedures and limits BellSouth utilizes on its own network. Requirement not met.

12. Traffic Engineering Design Criteria and Capacity Management

    a. Alternate routing designs - Document routing alternatives to collocated CLEC, to CLEC in offsite premises, UNE CLEC Provider.

    b. Maximum acceptable Call blocking criteria

BellSouth has made no substantive attempt to provide Supra with any data conforming to this request. Supra has seen some of this data in POD in Florida Docket 98-0800. Further information was supplied by the testimony of Barbara Cruitt in that docket. Additional data and testimony was supplied in the "Florida Exemption Dockets." Supra has seen the depth and breadth of BellSouth's forecasting. To point us, at this point, to a CLEC interconnection guide is nothing short of insult.

13. Explicit Forecasting Information - Supplied to CLEC for specific LATAs on a per LATA basis.

    a. Direct Traffic

    b. Subtending/transiting traffic

    c. Performance Service Level Agreements (PSLA)

This item reflects specific information on specific pending events. BellSouth is engaged in all of these activities at the present time. I assume this to be a direct refusal to supply the information. We are well aware of where the NANPA

website is. There is sufficient information contained on NANPA's website to evidence BellSouth's refusal to supply the subject information.

14. Network Transition Plans - Data of current status and inter company Policies for dealing with each of the below.

    a. Growth/consolidation of network elements

    b. NPA splits

    c. Major rehoming, rearrangement plans

Item 15 refers to identification of specific responsibility within BellSouth for the BellSouth network. These responsibilities are not addressed in the Collocation handbook, and they were not addressed in item 7 above, even though both items discuss PSLA. Again, specific responsibility assignments, contact information, policy and procedures for implementing 15 on BellSouth's own network!!! Requirement not met.

15. Responsibility Assignments - Policy and Procedures

    a. Facility assignment

    b. Network control

    c. Automatic testing

    d. Calling Party Number Privacy management

    e. Performance Service Level Agreements (PSLA)

How can this information be proprietary when it is played to every person that calls the nine-state region? As I understand BellSouth's answer,

BellSouth refuses to provide the information and Supra is expected to reverse engineer a solution on its own. Requirement not met.

16. Tones and Announcements for Unsuccessful Call Attempts

    a. Network interface specifications

    b. Applicable Standards

    c. Reference Documents detailing each applicable tone and announcement.

This is also very simple. BellSouth has failed to meet its requirements for Billing Records Data Exchange throughout the life of two interconnection agreements. Hence, the requirements in said agreement were below what is required by law. BellSouth filters data records to avoid charges of reciprocal compensation, exchange access, and often bills CCLC and illegally retains revenue that Supra is entitled to. BellSouth violates the contract and the law in this regard. We are asking for specific pledges of compliance, list of known deviations against which we will hold BellSouth responsible. As you stated at our meeting on July 30, BellSouth would supply ALL call detail records generated by Supra's leased Unbundled Local Switching Ports. Put that and the rest of the issue in writing. Requirement not met.

17. Billing Records Data Exchange

    a. Compliance with EMR standards - Documentation on any deviations

    b. Compliance with OBF Documentation - Documentation on any deviations.

We seek information on BellSouth's own network. Please supply this self-explanatory information.

18. Documentation Requirements

a. Network configuration

b. Contact numbers

c. Service level agreements

d. Implementation plan/milestones

e. Interoperability test results

This request is relative to BellSouth's network, not Supra's. Supplied information is not responsive.

19. Pre-Cutover Inter-network Connectivity testing

a. Specific Interconnection requirements for both parties

b. Interconnection specification defined - Document required specification documentation.

c. Test plan defined

Greg, overall I am terribly disappointed with the documentation sent to us in documentation of BellSouth's network. For the most part it is redacted public information on BellSouth's view of how a CLEC should connect to BellSouth's network. In our InterCompany review board meeting of June 5, 2001, we went over this information point by point. Only three issues needed clarification. At this late date, how can that number have swelled to 17 clarification requests? Anyone who has ever dealt with BellSouth to order products and services, or anyone who has ever studied the actions of the Japanese ambassador to Washington on December 7, 1941 knows one thing -- Clarification is a tool of delay.

I will answer legitimate requests for clarification, but BellSouth should make a commitment to actually supply this information -- or flatly refuse. Either way will give your company more respect than its current approach.

Thank You,

David A Nilson

David A. Nilson
CTO
Supra Telecom

(Signed in his absence
to Avoid Delay)

BELLSOUTH
EUROPE

Comments of BellSouth Europe to the European Commission's Green Paper on the Liberalisation of Telecommunications Infrastructure and Cable Television Networks

March 15, 1995

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Introduction

BellSouth Europe is pleased to provide written comments to the Commission regarding the "Green Paper on the Liberalisation of Telecommunications Infrastructure and Cable Television Networks" (the "Green Paper").

BellSouth, one of the world's leading telecommunications companies, has a long-standing commitment to Europe and maintains a headquarters office in Brussels. By following its strategy to develop business projects in the EU in partnership with strong local partners, BellSouth is participating in cellular operations in Denmark (Sonofon) and Germany (E-Plus), and mobile data operations in Belgium, Germany, France, The Netherlands and the U.K.

BellSouth has also gained considerable experience in the area of competitive networks through its operations in the United States, as well as its leadership as the key operator in Optus, the second carrier in Australia, and BellSouth Chile, a long-distance carrier in South America. With its wireless operations in Europe as a base, BellSouth is now transferring its capabilities in the competitive network area to support the Commission's initiatives to bring the benefits of competition to Europe. The initial result of this strategy has been the recent selection of BellSouth as the operating partner in the Telecom-2 consortium, which expects to be granted a license to operate a second infrastructure-based wireline network in The Netherlands.

BellSouth endorses the Commission's efforts to liberalize the European telecommunications market and agrees to many of the principles suggested in the Green Paper. BellSouth however wishes to comment on some of the key issues of the paper in this submission, including the industry structure, the framework for interconnection, and the universal service obligation.

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I. The Need for "Constructive Competition"

The expressed intent of the telecommunications liberalization initiatives as framed by the Green Paper is the creation of an environment to allow Europe to compete more effectively in the global economy. This competitive effectiveness will require superior information access, processing and transmission capabilities. Implicit in the "Green Paper" is the premise that these superior capabilities can only be gained via a superior telecommunications infrastructure fabricated from effective competition and significant private funding. The "Green Paper" further notes that significant private funding depends on investment certainty borne of a stable regulatory regime in which "non-commercial political burdens" are removed and reasonable expectations of profitability are inherent. BellSouth Europe emphatically concurs.

From this position, the "Green Paper" concludes that open, unrestricted infrastructure competition and effective competition are synonymous. In many cases, this is true. Open competition drives prices toward marginal costs thereby maximizing social surplus. This makes good economic policy in the majority of sectors wherein marginal (or, incremental) costs exceed average costs. It is not however good economic policy in those sectors in which incremental costs are chronically less than average costs. If prices equal incremental cost and incremental cost is less than average cost, investors cannot possibly recover their capital, much less realize reasonable profitability. Under these conditions rational investors would not invest.

These conditions have been observed in practice. The airline industry is an example of a segment in which incremental costs are significantly less than average fixed costs. The International Telecommunication Union (ITU) has noted the on-going effects of "destructive competition" in this sector with some disturbing implications for the telecommunications sector:

"... the international airline industry has lost almost US $16 billion between 1990 and 1992. This is greater than the cumulative profits achieved by the industry in its first 60 years of existence."[1]

Destructive competition in the international airline industry was foreshadowed by proportionate operating losses and market failures in the U. S. where deregulated, open competition has been in effect for over 15 years. The ITU goes on to note that:

"The telecommunication service industry and the airline industry have much in common."[2]

In addition to high fixed cost and relatively low incremental cost similarities,

"Both are undergoing deregulation and are subject to the introduction of competition... But the recent experience of growth and profitability in the two sectors has been markedly different... So why the big difference in the fortunes of the two

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[1] World Telecommunication Union Report 1994, International Telecommunication Union, Geneva, Switzerland, 1994. p. 8.

[2] Ibid.

industries? The main reason appears to be that the process of deregulation and competition has extended much further in the airline industry than in the telecommunications industry. This has been expressed as price wars (in the airline industry)... If the airline industry is to be taken as a model for the future of telecommunications, then there are some important lessons to be learned."[3]

The fundamental lesson appears to be that open competition is not sustainable in a declining cost industry. Based on US airline experience, the sequence appears to involve a protracted initial phase in which massive amounts of money are lost and market failures are commonplace. The initial phase appears to be followed by a market consolidation phase in which the stronger players acquire their weaker competitors. Ultimately, the market is expected to be rationalized into a relative few survivors capable of sustaining viable competition.

Open competition is supposed to eliminate the incapable and make the capable more capable--but it is questionable whether the public good is truly served by the economic carnage that precedes market consolidation. As exemplified by the US airline industry, price wars produce transitory below-cost prices for consumers. In the short-run, that is good from the consumer's perspective, but it masks concomitant deterioration in service quality as competitors frantically cut costs to attempt to stay afloat. Investors simply will not risk capital under these circumstances to upgrade the industry's productive assets. Ultimately, "economic Darwinism" will rationalize the market as indicated above, but the cost will be high. Europe cannot afford the delay in reaching the same stage of market evolution that some of its international competitors have already reached.

Given the fact that some of Europe's international competitors are years ahead in rationalizing their telecommunications markets, is there some way to leapfrog the market carnage phase of open competition, identify the probable survivors and in effect, consolidate the market ahead of time? Just how hard is it to identify probable survivors? Are their identities so nebulous that we must let the market take 10-20 years to decide the issue? Consider the US. long distance market. The 1978 EXECUNET decision effectively opened that market to competition. Would a 1978 observer have projected MCI and AT&T as the principal market survivors in 1995? BellSouth believes the answer is "yes".[4]

Based on the above, BellSouth Europe recommends that the European Commission adopt the general principle that liberalization of telecommunications infrastructure limit competitive entry to a managed number of entrants until such time as effective competition is achieved (i.e., when no single carrier has dominant market power).

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[3] Ibid.

[4] Since it was the product of multiple mergers and acquisitions, it would not have been possible to project Sprint as a survivor in 1978. On the other hand, Sprint holds less than 10% of the U.S. long distance market by most measures and it is therefore questionable whether Sprint is principal market survivor or simply a niche player.

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II. The Need for Economically Efficient Interconnection Charges

A. Development of a Framework for Interconnection

It is fairly common for interconnection charges to constitute 40-60% of a typical alternate telecommunications service provider's total operating costs. This emphasizes the importance of reasonable interconnection charges for the creation of sustainable competition. It would not be an overstatement to say that the success or failure of the European Community's telecommunications liberalization initiatives may hinge on the establishment of an appropriate framework for the establishment of these charges.

This framework should include the setting of objectives that promote economic efficiency through effective competition. In other words, interconnection charges should:

- Reflect cost causation
- Stimulate efficiency
- Promote effective competition

BellSouth Europe supports the concept that the cost causation principle is inherent in long-run incremental costs (LRIC). Both the WIK/EAC and Arthur Andersen interconnection studies prepared for the Commission, support the cost causation nature of LRIC. These studies also report the paradox that European regulators universally use Fully Distributed costs (FDC) as the basis for pricing decisions. There is sufficient reason for using FDC for pricing in monopoly markets. By virtue of its basis in the typical PTT's accounting system, FDC is conceptually simple, auditable and "balances to the books" but, unfortunately, it is not consistent with cost causation. It is therefore not useful for pricing decisions in competitive markets. The WIK/EAC study notes that *"... reported costs are often not at all reflective of the actual cost causation."*[5] The Arthur Andersen study conclusively demonstrates the fallacy of using FDC for economic decision-making in its graphic "Death Spiral" example.[6] With convincing evidence that FDC in all its variant forms cannot support the development of cost-based interconnection, BellSouth Europe supports the Green Paper's (Part II, p. 73) position that *"Regulatory authorities should have a responsibility ... for ensuring ... cost-oriented pricing structures..."* This should be done by insisting on LRIC-based interconnection charges.

"One of the prime motivations for liberalising the telecommunications sector is that incumbent operators are believed to be inefficient."[7] Based on liberalization efforts outside the European Community (U.S., U.K., Australia, etc.), there is ample

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[5] Network Interconnection in the Domain of ONP. Wisenschaftliches Institut fur Kommunikationsdienste/European-American Center for Policy Analysis (WIK/EAC), Bad Honef, Germany, 1994, p. 89.

[6] Arthur Andersen Study Prepared for the Commission of the European Community DG XIII. 1994, Appendix 3.

[7] Ibid., p. 63.

evidence this is true. In the U.S., for example, Regional Bell Operating Company productivity in terms of access lines per employee has more than doubled since divestiture in 1984. Efficiency improvements have a direct impact on international competitiveness and thus a nation's future economic health will be significantly affected by the relative efficiency of its incumbent carrier. In this vein, the Arthur Andersen study notes:

"As far as interconnect is concerned it involves ... setting interconnect charges which give incentives to the incumbent to improve its efficiency."[8]

The study goes on to suggest a way to accomplish this goal is to adjust specific components of the interconnection charge:

"There should be only partial funding of the local access loss. This will incentivise the incumbent to improve efficiency in the provision of local access."[9]

As indicated above, incumbents have ample room to finance these and other adjustments through efficiency improvements. In Australia, where the new alternate carrier's interconnection charge contains no explicit local access loss component, the incumbent, Telstra, reports record profits as a direct by-product of its efficiency improvements efforts. AT&T's Chief Executive Officer Robert Allen has stated in U.S. congressional committee hearings that competition has made AT&T a more profitable company because of AT&T's greatly increased efficiency. The record is clear--effective competition benefits the incumbent. To date, the record does not present as positive a picture for the newcomers.

After 15-20 years of competition, AT&T still commands 2/3 of its contested US long distance market and BT has only surrendered about 10% of its overall market (while Mercury reports operating losses and becomes more of a niche-player by recently exiting certain markets). The conventional assumption that ex-monopolists are easily attacked by their new, market-hardened competitors has proven wrong for two fundamental reasons:

- Monopoly-bred inefficiency plays into the incumbent's hands by (1) enabling dramatic improvements in operating results through relatively easy "fat-cutting" and (2) justifying high interconnect prices designed to largely recoup the incumbent's past inefficiencies. The combination of high prices and significantly reduced costs virtually guarantee the kind of economic rejuvenation Telstra, Telecom New Zealand, BT and other incumbents have experienced with the onset of competition.

- The incumbent brings enormous structural advantages to the competition in the form of a "paid-for" infrastructure, name recognition, brand loyalty, consumer inertia, preferential access to data regarding the calling habits of its interconnecting competitor's customers, superior access to infrastructure, established regulatory/legislative relationships, etc.

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[8] Ibid., p. 166.
[9] Ibid., p. 185.

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The WIK/EAC study takes note of the incumbent's inherited structural advantages in its executive summary:

"Even with interconnection charges set as low as marginal or average incremental costs, the incumbent is unlikely to lose its market quickly. Usually there are sunk costs (that entrants have to expend), switching costs by customers, name recognition, brand loyalty and other advantages of the TO over entrants that prevent consumers from switching to entrants even at substantially lower prices. For example, in the UK, Mercury only gained about 10% in its first ten years."[10]

The Arthur Andersen study comes to the same conclusion. It goes on to suggest how this formidable barrier to effective competition can be offset:

"One practical way to offset such structural advantages is to give the competing new entrants temporary abatements of interconnect charges, expressed in terms of a percentage of the charges paid by the entrant for the interconnect capabilities it receives. This was the approach adopted in the U.S. after the initial divestiture of AT&T."[11]

As regards this last point, MCI received interconnection price abatements as high as 65% [the so-called Exchange Network Facilities for Intercity Access (ENFIA) discounts] until the late 1980s—ostensibly to compensate for unequal access. Entrants' unequal access to the local network is second only to high interconnection prices as the most formidable barrier to effective competition. Equal access involves the following principal components:

- Preselection
- Neutral Provisioning
- Ubiquitous end office access
- Unbundled interconnection charges

In short, equal access means the incumbent and the entrant share the same mode of access to their respective customers and, furthermore, their customers have the same mode of access to their carrier of choice. It also means that infrastructure requested by the entrant's and the incumbent's service provision (retail) units receive the same level of priority of provisioning, service and repair:

"Competitors are disadvantaged if they cannot order and obtain leased lines, circuit rearrangements, and enhanced services on reliable commercial schedules that are equivalent to the service a TO provides to its own departments or subsidiaries. Experience in liberalised markets (U.S., U.K.) suggests that regulators need to establish a requirement for equal provisioning and to monitor TO performance to ensure equal access."[12]

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[10] WIK/EAC, p. 10.
[11] Arthur Andersen, p. 172.
[12] WIK/EAC, p. 37.

Possibly the most effective way to ensure equal access and confidential treatment of entrant's commercially-sensitive traffic data is to separate the TO's infrastructure (wholesale) and service provision (retail) units into different organizations under a TO holding company. The creation of such an organization may also lead to significant efficiency gains. Telecommunications infrastructure is characterized by high fixed costs, low marginal costs and overall economies of scale. An infrastructure organization's operating results are thus improved to the extent it is able to spread its fixed costs over a wider circle of paying customers. Such an organization would tend to welcome new business whether it came from an entrant or the incumbent's own service-provision unit. The incumbent's service provision unit would naturally take a contrary view. The best ways to ensure neutral treatment for all service providers is to organizationally separate the incumbent's infrastructure and service provision units.

In summary, BellSouth Europe's comments regarding a framework for the development of interconnection charges are:

- Interconnection charges will have a major impact on the potential success of infrastructure liberalization
- Interconnection charges should reflect cost causation and, as such, should be based on long-run incremental costs (LRIC).
- Interconnection charges should motivate incumbent efficiency.
- Rather than handicapping incumbents, past monopoly-bred inefficiencies often greatly advantage these incumbents when competition with new entrants requiring interconnection begins.
- Incumbents bring enormous structural advantages to competitive situations.
- To develop effective competition, interconnection charges must be adjusted to motivate incumbent efficiency and counterbalance the incumbent's considerable structural advantages.
- Effective competition is largely dependent upon equal access to infrastructure by competing parties. This is most easily accomplished by organizationally separating the incumbent's infrastructure and service provision units. Where equal access does not exist, interconnection charges should be adjusted to achieve the same competitive effect (e.g., the AT&T ENFIA discount to MCI).

B. Development of Interconnection Charges

Although not specifically acknowledged in either the WIK/EAC or Arthur Andersen reports, it is nonetheless clear that developing the right set of interconnection charges is not subject to mathematical certainty. The necessary adjustments to interconnection charges cited above can only be subjectively determined. This fact disturbs many regulators since subjective decisions are the most difficult to defend. This does not mean reasonable bounds (so-called "sanity checks") cannot be established for interconnection charges. Enough experience with interconnection charges has been gained over the past several years to establish bounds of reasonableness.

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Australia has demonstrated that a busy period composite access charge rate of approximately 0.023 US$ per minute in concert with partial equal access produced record profits for the incumbent, Telstra. It also enabled the new entrant, Optus, to apparently develop a viable business. This suggests that full equal access and the same composite access charge rate may be within an appropriate range. The Arthur Andersen study cites a recent OVUM study of worldwide interconnection charge experience.[13] The OVUM study found that whatever the theoretical basis for setting charges, new entrants need to have interconnection charges of less than approximately 0.010 US$ for a three-minute call to create and maintain a viable business. This correlates fairly well with Australian experience. Regulators should thus be fairly confident that peak period interconnection charges in the range of 0.02 to 0.03 US$ per minute for essentially equal access are reasonable. In fact, to avoid the long drawn-out, litigious interconnection charge "negotiations" that have occurred in the past, European regulators should initially establish a range of reasonable outcomes. The Australian regulatory agency, AUSTEL, did this with great success as noted by the ITU in its report:

"More often than not interconnection arrangements have been established only after a new market entrant has been licensed and the consequent delays have greatly handicapped the expansion of new services. This has been the case in the United States, the United Kingdom, New Zealand and most recently, Poland. In Australia, the regulatory body, AUSTEL, laid down principles for equitable interconnection from the outset and this has meant that a competitive environment has been established much more quickly than in other countries. Regulators elsewhere in the world looking to license new market entrants would do well to follow AUSTEL's example."[14]

Beyond establishing principles, AUSTEL prescribed the 0.023 US$ composite peak period interconnection charge cited above before Optus and Telstra initiated interconnection negotiations. With this behind them, a workable agreement framework was completed in about six weeks with only minimal need for AUSTEL arbitration.

BellSouth Europe agrees with the ITU that regulators would do well to follow AUSTEL's example in establishing interconnection parameters at the start of the liberalization process. Regarding use of the Australian approach to telecommunications liberalization as a model, the economist Henry Ergas comments:

"Competition is likely to establish itself relatively quickly in significant parts of the Australian market... This is for three primary reasons. The first is that the government has put in place a framework of competitive safeguards which anticipates and solves in advance many of the difficulties which have hindered the establishment of competition in the other markets where liberalisation has been attempted... this framework should significantly reduce the lead time involved in the transition to competition and allow an early move to a fully commercial market. A second reason has to do with the selection of the competing carrier. In the United

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[13] Arthur Andersen, p. 181.

[14] ITU, p. 69.

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Kingdom and the United States, the transition to competition involved entry by players with little experience of major common carrier markets and whose financial resources were slight relative to the task they were taking on. In contrast, the winning consortium in Australia involves major foreign carriers which ... have similar or even greater technical resources than the incumbent carrier and ... ready access to finance. It is only natural to expect that this will be reflected in a more rapid erosion of the incumbent's bottleneck control... Finally, the fact is that the Australian market involves relatively powerful and sophisticated major customers, well aware of the range of services and service options available in competitive markets overseas... Taken together, these factors mean that the development of workable competition in Australian telecommunications will be measured in years rather than, as in the United Kingdom and the United States, in decades... This is primarily because the greatest benefits of liberalisation come not from the inroads made by the entrants, but from the improved performance by the incumbent. In no country have the entrants secured more than 15 to 20 percent of the market as a whole, and even in the Australian circumstances they are unlikely to secure much more. What really counts for improved economic performance are, consequently, the efficiency gains made in the remaining 80 percent, that is, the market held by the established carrier."[15]

In light of the market liberalization lead established by some of its major trading partners, the European Community should reduce the period required to reach the benefits of effective competition by avoiding the mistakes of these trading partners as Australia has done. This suggests a need for close attention to the Australian model.

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[15] Ergas, Henry, "An Alternate View of Australian Telecommunications Reforms," from Implementing Reforms in the Telecommunications Sector--Lessons from Experience, edited by Biorn Wellenius and Peter A. Stern, The World Bank, Washington, D.C., 1994, p. 250.

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III. The Need to Harmonize Public Policy, International Competitiveness and Economic Efficiency

Economic efficiency theory does not address those situations in which there are compelling social reasons for producing designated goods and services at prices which do not cover production costs. Historically, universal telephone service has been one of these designated goods and services. The social costs of universal service have traditionally been recovered via internal cross-subsidies provided by consumers of other telecommunications services including interlocal and international long distance. It is in this context that European Community member states and their global trading partners face the need to reconcile the social impact of growing global economic competition with potential technological expansion of universal service. In concert with the consensus that a society's telecommunications capabilities and its ability to compete in the global economy are tightly correlated, the question becomes to what extent any member state should compromise economic efficiency by significantly expanding universal service.

The "Green Paper" appears to suggest that such a compromise is worthwhile to provide egalitarian access to advanced telecommunications services, possibly including multimedia. BellSouth Europe suggests this may be feasible via some changes in the way universal service is funded; i.e., there may be a means of bridging some of the gap between economic efficiency and expanded universal service.

If expanded universal service is a reasoned response to vital public demand, the discipline imposed by correlating cost causation with cost recovery can be at least partially maintained via public funding. In this way, the expanded cost of universal service can be spread over all economic sectors avoiding disproportionate impact on the telecommunications sector and international competitiveness.

Since most developed countries support the traditional definition of universal service, BellSouth Europe does not see immediate threat to the European Community's relative international competitiveness by continuing to fund universal service via the telecommunications sector alone. There are time constraints, however, on viably maintaining the status quo. Some of Europe's international trading partners are considering measures that would limit the impact of universal service on economic efficiency. These measures include:

- Targeting subsidies to the truly marginal consumer.
- Rebalancing local service and long distance tariffs to better align prices with costs.

Proponents of these measures maintain universal service's fundamental social aims can be realized without unduly compromising economic efficiency:

"The breakup of AT&T in 1984 into a long-distance (and manufacturing) component and seven local-service companies, the Bell operating companies, created the opportunity for billions of dollars of annual economic efficiency gains for the U.S. economy. These potential annual efficiency gains arise in part from the

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establishment of a rational price system for telephone services. At the time of the breakup (and to a lesser extent today) basic access to the telephone network received a large cross subsidy from other telephone services; that is, the price of basic access was well below its incremental (or marginal) cost. The largest component of this cross subsidy arises from the prices of long-distance services which are well in excess of their incremental cost.

... Economists were aware of this problem and in the 1970s recommended that long distance prices be decreased and basic (local) access prices be increased, which eliminates the loss in economic efficiency. Income-distribution problems arise, but these problems can be solved by a targeted subsidy to low-income households...

Our (price elasticity) estimates also find an important effect of long distance prices on the demand for basic (local) access. Indeed, the effect of long distance prices is sufficiently large that a revenue-neutral rebalancing of telephone prices, which would reduce the subsidy for basic (local) access and lower long-distance prices would lead to large gains both in economic efficiency and increased telephone penetration in the United States. Thus, the perceived trade-off between economic efficiency and telephone penetration (universal service) is unlikely to exist anymore."[16] (Emphasis and parenthetical remarks added)

In fact, telephone penetration increased from 91.4 percent to 93.3 percent of US households in the 1984-1990 period.[17] During this period, basic local service prices increased about 35 percent. This increase was balanced by long distance decreases of about the same amount. Targeted subsidies in the form of deeply-discounted "lifeline" local service rates were also made available to low-income households during this period. A policy of targeted subsidies and tariff rebalancing in the U.S. has had the dramatic effect of improving both economic efficiency and universal service. The Hausman, et al., study however notes that steps in the United States toward cost-based pricing are well short of the goal:

"... the current combination of federal and state policy toward regulation of telephone service in the United States has an efficiency loss in the billions of dollars and retards the advancement of the "Information Age" which many individuals believe will increase productivity and lead to many new services for telephone consumers."[18]

Both the WIK/EAC and Arthur Andersen studies agree that the long-term objective should be to remove from the telecommunications sector the burden of financing social policy (universal service, below-cost local service and geographic averaging). As demonstrated in the U.S., a carefully crafted system of targeted subsidies, tariff balancing and public funding has the potential to realize both important social objectives and improved economic efficiency. The Arthur Andersen study points out that tariff rebalancing alone can reduce appropriate universal service obligations

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[16] Hausman, Jerry, Timothy Tardiff, and Alexander Belinfante, "The Effects of the Breakup of AT&T on Telephone Penetration in the United States," Federal Communications Commission, 1990, pp. 178-179.

[17] Ibid., p. 182.

[18] Ibid., pp. 183-184.

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(USO) and local access service deficits to 2% or less of the average European Community incumbent's annual revenues.[19] Achieving the long-term objective is thus possible. BellSouth Europe recommends that infrastructure liberalization utilize appropriate proportions of targeted subsidies, tariff balancing and public funding to harmonize social goals in the short-to-mid-term with the ultimate goal of funding social policy from public sources.

[19] Ibid., p. 158.

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IV. Summary of Comments from BellSouth Europe

1. Private funding of world-class telecommunications infrastructure depends on investor confidence in receiving acceptable rates of return. Open competition in a declining cost industry such as telecommunications is unlikely to generate sufficient investor confidence since prices tend to approach marginal production costs and cannot therefore recover the investor's capital. This is especially true if the industry is expected to be burdened with significant increases in social costs such as expanded universal service. BellSouth Europe recommends that the Commission adopt the position that competitive entry must be limited to 2 to 3 proven infrastructure providers to ensure constructive competition and the ability to attract long-term private capital.

2. The Commission should establish guidelines that promote the development of interconnection charges that:
   - Reflect cost-causation
   - Stimulate economic efficiency
   - Promote effective competition

   To achieve these objectives BellSouth Europe recommends that interconnection charge development be subjected to the following guidelines:

   - Interconnection charges should largely reflect long-run incremental costs (LRIC) caused by the interconnection.

   - Since the incumbent carrier has ample latitude to rationalize its costs in the short-term, proportionate recovery of joint and common costs should be limited by global "best practice" benchmarks for such costs established by incumbents in other fully competitive markets.

   - Interconnection charges should be sufficiently reduced to factor-out the incumbent's structural market advantages and superior access advantages (if any).

   - A range of reasonable outcomes from the interconnection charge negotiations between the incumbent and entrant should be established at the start. Based on experience in constructively competitive markets, BellSouth Europe recommends a standard, peak-period, interconnection charge range of 0.02 to 0.03 US$ per minute under full equal access conditions.

   - In recognition of the consensus that telecommunications is a declining cost industry, interconnection charges should be subject to a Consumer Price Index minus X (CPI-X) time gradient where the productivity factor, X, is such that CPI-X is normally negative.

- Local access loss and the universal service obligation should be funded independent of interconnection charges. In both cases, proportionate recovery should only be partially funded to promote incumbent efficiency.

3. Any expansion of universal service beyond its traditional voice telephony basis should be publicly funded to avoid compromising the European Community's global economic competitiveness. Furthermore, the long-term objective should be removal of the burden of funding social policy (universal service, below-cost local service and geographic averaging) from the telecommunications sector beginning with a combination of (1) targeted subsidies, (2) rebalanced tariffs and (3) public funding. Ultimately, social policy as defined above should be reducible to no more than 1-2% of industry revenues based on "best practice" benchmarks. At this level, the transition to full public funding of social policy can probably be effected at minimal political risk.

BellSouth Europe believes Commission adoption of these recommendations in concert with other recommendations of the Green Paper will produce effective and sustainable competition in the telecommunications sector. Such competition will yield benefits in increased economic competitiveness for the member states and increased social benefits for the populations covered.

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July 11, 2001

VIA FACSIMILE/CERTIFIED MAIL

Mr. Greg Follensbee
Lead Negotiator
BellSouth Telecommunications, Inc.
675 West Peachtree Street, NE
Atlanta, Georgia 30375

Re: Amendment to Interconnection Agreement

Dear Mr. Follensbee:

In accordance with Florida Public Service Commission Order No. PSC-01-1181-FOF-TP Issued on May 25, 2001 in CC Docket No. 990649-TP (re: Investigation into pricing of unbundled network elements), Supra Telecommunications & Information Systems, Inc. hereby formally requests for the amendment of the parties interconnection agreement to incorporate Appendix A of Order No. PSC-01-1181-FOF-TP.

We have attached the proposed amendment. Your urgent response to this matter will be appreciated.

Sincerely,

Olukayode A. Ramos
Chairman and CEO

Cc: Brian Chaiken, Esq.

AMENDMENT
TO
SUPRA/BELLSOUTH INTERCONNECTION AGREEMENT
DATED
OCTOBER 5, 1999

Pursuant to this Amendment to the Supra/BellSouth Interconnection Agreement (the "Amendment"), for the state of Florida, Supra Telecommunications & Information Systems, Inc. ("Supra") and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby to amend the Supra/BellSouth Interconnection Agreement dated October 5, 1999 ("Interconnection Agreement"). This Amendment shall be effective as of July 13, 2000.

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, Supra and BellSouth hereby covenant and agree as follows:

1) **The Parties agree to incorporate Appendix A of Order No. PSC-01-1181-FOF-TP issued by the Florida Public Service Commission on May 25, 2001 in Docket No. 990649-TP.**

2) **Either or both of the Parties shall submit this Amendment to the Florida public Service Commission or other regulatory body having jurisdiction over the subject matter of this Amendment, 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.

Supra Telecommunications & Information Systems, Inc.	**BellSouth Telecommunications, Inc.**
By: _____	_____
Name:	**Name:**
Title:	**Title:**
Date: _____	**Date:** _____

AMENDMENT
TO
SUPRA/BELLSOUTH INTERCONNECTION AGREEMENT
DATED
OCTOBER 5, 1999

Pursuant to this Amendment to the Supra/BellSouth Interconnection Agreement (the "Amendment"), for the state of Florida, Supra Telecommunications & Information Systems, Inc. ("Supra") and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby to amend the Supra/BellSouth Interconnection Agreement dated October 5, 1999 ("Interconnection Agreement"). This Amendment shall be effective as of July 13, 2000.

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, Supra and BellSouth hereby covenant and agree as follows:

1) The Parties agree to incorporate Appendix A of Order No. PSC-01-1181-FOF-TP issued by the Florida Public Service Commission on May 25, 2001 in Docket No. 990649-TP.

2) Either or both of the Parties shall submit this Amendment to the Florida public Service Commission or other regulatory body having jurisdiction over the subject matter of this Amendment, 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.

Supra Telecommunications & Information Systems, Inc.	BellSouth Telecommunications, Inc.
By: _____	_____
Name:	Name:
Title:	Title:
Date: _____	Date: _____

Sypra Telecom

2620 SW 27th Avenue
Miami, FL 33133
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FAX

TO:	Greg Follensbee	**FROM:**	Kay Ramos
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PHONE:		**PAGES:**	(Including this one) 3
RE:		**CC:**	

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Comments: Faxed :- 1:00pm
7/11/01

Supra Telecom
.0 S.W. 27th Avenue Miami, FL 33133

Olukayode A. Ramos
Chairman & CEO
Email: kayramos@stis.com
Telephone: (305) 476-4220
Fax: (305) 476-4282

July 23, 2001

VIA FACSIMILE/CERTIFIED MAIL
Mr. Greg Follensbee
Lead Negotiator
BellSouth Telecommunications, Inc.
675 West Peachtree Street, NE
Atlanta, Georgia 30375

Re: Amendment to Interconnection Agreement

Dear Mr. Follensbee:

This is a follow-up to my letter dated July 11, 2001 an our telephone conversation of July 12, 2001, regarding above subject matter. Today is e twelfth day after BellSouth was notified of Supra's amendment request. You informe me during the telephone discussion of July 12, 2001, that BellSouth objects stron y to Supra's amendment request and you promised to send a formal response explain g BellSouth's objections. I informed you that BellSouth's objections to Supra's reason le requests is harmful to Supra and its end-users. I am expecting your immediate respon .

Sincerely,

Olukayode A. Ramos
Chairman and CEO

Cc: Brian Chaiken, Esq.

BellSouth Interconnection Services
675 West Peachtree Street, NE
Room 34S91
Atlanta, Georgia 30375

Greg Follensbee
(404) 927-7198
Fax: (404) 529-7839

Sent via Certified Mail

July 19, 2001

OAR 77

Mr. Olukayode Ramos
Supra Telecom
2620 SW 27th Avenue
Miami, Florida 33133

Dear Mr. Ramos:

This is in response to your letters dated July 11 and 23, 2001, requesting to amend Supra's Interconnection Agreement ("the Agreement") to include those rates ordered by the Florida Public Service Commission (PSC) on May 25, 2001 in Order No. PSC-01-1181-FOF-TP. As you are aware, the Agreement between BellSouth and Supra expired on June 10, 2000. Section 2.3 of the General Terms and Conditions, states:

> Until the Follow-on Agreement becomes effective, BellSouth shall provide Services and Elements pursuant to the terms, conditions and prices of this Agreement that are then in effect.

Under this language, BellSouth is not obligated to amend the contract, particularly when we are in arbitration to replace the existing contract and unbundled network element rates are an issue in the arbitration.

Additionally, Section 9.3 of the General Terms and Conditions of the Agreement clearly states,

> In the event that any **final and nonappealable** legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of AT&T or BellSouth to perform any material terms of this Agreement, AT&T or BellSouth may, on thirty (30) days' written notice (delivered not later than thirty (30) days following the date on which such action has become legally binding **and has otherwise become final and nonappealable**) require that such terms be renegotiated...

Order No. PSC-01-1181-FOF-TP, issued May 25, 2001, is not final and nonappealable, therefore, in accordance with the Agreement, even if an amendment were to be made, the rates established by that Order are not eligible for inclusion in the Agreement at this time.

In spite of the fact that BellSouth is not obligated to provide the ordered new rates to Supra under the existing Agreement, BellSouth is willing to provide the rates ordered by the PSC in Order No. PSC-01-1181-FOF-TP. In order to provide those rates, it will be necessary to replace the existing attachment 2 with a new attachment 2 that incorporates the terms and conditions that coincide with the new rates. Attached to this letter is a contract that replaces attachment 2, incorporates the rates ordered by the PSC, and deletes the existing unbundled network element rates in the General

Terms and Conditions Part IV in the existing Agreement, as they no longer would apply. Once you execute the attached, BellSouth will begin billing the new rates once they are loaded in its billing system.

Please contact me if you have any questions.

Sincerely,

Greg Follensbee
Senior Director
Customer Markets

Attachment

AGREEMENT

PREFACE

This Agreement, which shall become effective as of the date of the last signature by both Parties, is entered into by and between Supra Telecommunications and Information Systems, Inc., ("Supra Telecom"), a Florida Corporation, having an office at 2620 S.W. 27th Avenue, Miami, FL 33133, on behalf of itself, its successors and assigns, (individually and collectively "Supra Telecom"), and BellSouth Telecommunications, Inc. ("BellSouth"), a Georgia corporation, on behalf of itself, its successors and assigns, having an office at 675 West Peachtree Street, Atlanta, Georgia 30375.

RECITALS

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

WHEREAS, the Act places certain duties and obligations upon, and grants certain rights to Telecommunications Carriers; and

WHEREAS, BellSouth is an Incumbent Local Exchange Carrier; and

WHEREAS, Supra is a Telecommunications Carrier and has requested that BellSouth negotiate an Agreement pursuant to the Act; and

WHEREAS, BellSouth and Supra have entered into negotiations pursuant to the Act to renegotiate an Agreement to replace the existing Agreement between the Parties, which expired on June 9, 2000, ("Expired Agreement"); and

WHEREAS, BellSouth and Supra shall continue to operate under the rates, terms and conditions of the Expired Agreement until such time as the Parties execute a new agreement, at which time this Agreement will be considered expired;

WHEREAS, the General Terms and Conditions set forth in the Expired Agreement apply to this Agreement;

WHEREAS, BellSouth and Supra are currently involved in an arbitration proceeding before the Florida Public Service Commission (the "Commission") to resolve any and all disputes which arose during the course of the negotiations; and

WHEREAS, during the pendency of the negotiations the Commission entered an Order dated May 25, 2001, in Docket No. 990649-TP, In Re: Investigation Into Pricing Of Unbundled Network Elements, ("UNE Order");

WHEREAS, BellSouth and Supra desire to implement the UNE Order on an interim basis until such time as a new Agreement is executed by the Parties upon completion of the arbitration proceeding; and

WHEREAS, this Agreement sets forth the terms, conditions, and prices under which BellSouth agrees to provide Supra certain unbundled Network Elements set forth in Attachment 1 and Exhibit A to Attachment 1 of this Agreement, which are incorporated herein by this reference.

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

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

BellSouth Telecommunications, Inc.	**Supra Telecommunications and Information Systems, Inc.**
GR Follensbee	
Signature	Signature
Gregory R. Follensbee	Olukayode A. Ramos
Name	Name
Senior Director	Chairman and CEO
7/26/01	
Date	Date

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

BellSouth Telecommunications, Inc.	**Supra Telecommunications and Information Systems, Inc.**
Signature	Signature
Gregory R. Follensbee	Olukayode A. Ramos
Name	Name
Senior Director	Chairman and CEO
7/26/01	
Date	Date

Attachment 1

Network Elements and Other Services

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ACCESS TO NETWORK ELEMENTS AND OTHER SERVICES

1. Introduction

1.1 This Attachment sets forth rates, terms and conditions for Network Elements and combinations of Network Elements that BellSouth agrees to offer to Supra in accordance with its obligations under Section 251(c)(3) of the Act. Additionally, this Attachment sets forth the rates, terms and conditions for other services BellSouth makes available to Supra. The price for each Network Element and combination of Network Elements and other services are set forth in Exhibit A of this Agreement. Additionally, the provision of a particular Network Element or service may require Supra to purchase other Network Elements or services.

1.2 For purposes of this Agreement, "Network Element" is defined to mean a facility or equipment Supra used in the provision of a telecommunications service. For purposes of this Agreement, combinations of Network Elements shall be referred to as "Combinations."

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

1.4 Supra may purchase Network Elements and other services from BellSouth for the purpose of combining such network elements in any manner Supra chooses to provide telecommunication services to its intended users, including recreating existing BellSouth services. With the exception of the sub-loop Network Elements which are located outside of the central office, BellSouth shall deliver the Network Elements purchased by Supra to the designated Supra collocation space.

1.5 BellSouth shall comply with the requirements as set forth in the technical references within this Attachment 1.

1.6 **Rates**

1.6.1 The prices that Supra shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit A to this Attachment. If Supra purchases a service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply.

1.6.2 Cancellation Charges. If Supra cancels an order for Network Elements or other services, any costs incurred by BellSouth in conjunction with the provisioning of that order will be recovered in accordance with FCC No. 1 Tariff, Section 5.

1.6.3 Expedite Charges. For expedited requests by Supra, expedited charges will apply for intervals less than the standard interval as outlined in the BellSouth Product and Services Interval Guide. The charges as outlined in BellSouth's FCC No. 1 Tariff, Section 5, will apply.

1.6.4 Order cancellation and expedite charges will apply in accordance with the terms and conditions specified in Attachment 6.

1.6.5 If Supra modifies an order (Order Modification Charge (OMC)) after being sent a Firm Order Confirmation (FOC) from BellSouth, any costs incurred by BellSouth to accommodate the modification will be paid by Supra in accordance with FCC No. 1 Tariff, Section 5.

1.6.6 A one-month minimum billing period shall apply to all UNE conversions or new installations.

2. Unbundled Loops

2.1 General

2.1.1 The local loop Network Element ("Loop") is defined as a transmission facility between a distribution frame (or its equivalent) in BellSouth's central office and the loop demarcation point at an end-user customer premises, including inside wire owned by BellSouth. The local loop Network Element includes all features, functions, and capabilities of the transmission facilities, including dark fiber and attached electronics (except those used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers) and line conditioning.

2.1.2 The provisioning of a Loop to Supra's collocation space 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. These cross-connects are separate components, that are not considered a part of the Loop, and thus, have a separate charge.

2.1.3 To the extent available within BellSouth's network at a particular location, BellSouth will offer Loops capable of supporting telecommunications services. If a requested loop type is not available, and cannot be made available through BellSouth's Unbundled Loop Modification process, then Supra can use the Special Construction process to request that BellSouth place facilities in order to meet Supra's loop requirements. Standard Loop intervals shall not apply to the Special Construction process.

2.1.4 Where facilities are available, BellSouth will install Loops in compliance with BellSouth's Products and Services Interval Guide available at the website at http://www.interconnection.bellsouth.com. For orders of 15 or more Loops, the installation and any applicable Order Coordination as described below will be handled on a project basis, and the intervals will be set by the BellSouth project

manager for that order. When Loops require a Service Inquiry (SI) prior to issuing the order to determine if facilities are available, the interval for the SI process is separate from the installation interval.

2.1.5 The Loop shall be provided to Supra in accordance with BellSouth's TR73600 Unbundled Local Loop Technical Specification and applicable industry standard technical references.

2.1.6 Supra may utilize the unbundled Loops to provide any telecommunications service it wishes, so long as such services are consistent with industry standards and BellSouth's TR73600.

2.1.7 BellSouth will only provision, maintain and repair the Loops to the standards that are consistent with the type of Loop ordered. In those cases where Supra has requested that BellSouth modify a Loop so that it no longer meets the technical parameters of the original Loop type (e.g., voice grade, ISDN, ADSL, etc.) the resulting Loop will be maintained as an unbundled copper Loop (UCL), and Supra shall pay the recurring and non-recurring charges for a UCL. For non-service specific loops (e.g. UCL, Loops modified by Supra using the Unbundled Loop Modification (ULM) process), BellSouth will only support that the Loop has copper continuity and balanced tip-and-ring.

2.1.8 **Loop Testing/Trouble Reporting**

2.1.8.1 Supra is responsible for testing and isolating troubles on the Loops. Supra must test and isolate trouble to the BellSouth portion of a designed unbundled loop (e.g., UVL-SL2, UCL-D, etc.) before reporting repair to the UNE Center. At the time of the trouble report, Supra will be required to provide the results of the Supra test which indicate a problem on the BellSouth provided loop.

2.1.8.2 Once Supra has isolated a trouble to the BellSouth provided Loop, and had issued a trouble report to BellSouth on the Loop, BellSouth will take the actions necessary to repair the Loop if a trouble actually exists. BellSouth will repair these Loops in the same time frames that BellSouth repairs similarly situated Loops to its end users.

2.1.8.3 If Supra reports a trouble on a non-designed loop (e.g., UVL-SL1, UCL-ND, etc.) and no trouble actually exists, BellSouth will charge Supra for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the loop's working status.

2.1.9 **Order Coordination and Order Coordination-Time Specific**

2.1.9.1 "Order Coordination" (OC) allows BellSouth and Supra to coordinate the installation of the SL2 Loops, Unbundled Digital Loops (UDL) and other Loops where OC may be purchased as an option, to Supra's facilities to limit end user service outage. OC is available when the Loop is provisioned over an existing

circuit that is currently providing service to the end user. OC for physical conversions will be scheduled at BellSouth's discretion during normal working hours on the committed due date. OC shall be provided in accordance with the chart set forth below.

2.1.9.2 "Order Coordination – Time Specific" (OC-TS) allows Supra to order a specific time for OC to take place. BellSouth will make every effort to accommodate Supra's specific conversion time request. However, BellSouth reserves the right to negotiate with Supra a conversion time based on load and appointment control when necessary. This OC-TS is a chargeable option for all Loops except Unbundled Copper Loops (UCL) and Universal Digital Channel (UDC), and is billed in addition to the OC charge. Supra may specify a time between 9:00 a.m. and 4:00 p.m. (location time) Monday through Friday (excluding holidays). If Supra specifies a time outside this window, or selects a time or quantity of Loops that requires BellSouth technicians to work outside normal work hours, overtime charges will apply in addition to the OC and OC-TS charges. Overtime charges will be applied based on the amount of overtime worked and in accordance with the rates established in the E Access Tariff, Section E13.2, for each state. The OC-TS charges for an order due on the same day at the same location will be applied on a per Local Service Request (LSR) basis.

	Order Coordination (OC)	Order Coordination – Time Specific (OC-TS)	Test Points	DLR	Charge for Dispatch and Testing if No Trouble Found
SL-1	Chargeable Option	Chargeable Option	Not available	Chargeable Option – ordered as Engineering Information Document	Charged for Dispatch inside and outside Central Office
UCL-ND	Chargeable Option	Not Available	Not Available	Chargeable Option – ordered as Engineering Information Document	Charged for Dispatch inside and outside Central Office
SL-2	Included	Chargeable Option	Included	Included	Charged for Dispatch outside Central Office
Unbundled Digital Loop	Included	Chargeable Option (except on Universal Digital Channel)	Included (where appropriate)	Included	Charged for Dispatch outside Central Office
Unbundled Copper Loop	Chargeable in accordance with Section 2	Not available	Included	Included	Charged for Dispatch outside Central Office
For UVL-SL1 and UCLs, Supra must order and will be billed for both OC and OC-TS if requesting OC-TS.					

2.2 **Unbundled Voice Loops (UVLs)**

2.2.1 BellSouth shall make available the following UVLs:

2.2.1.1 2-wire Analog Voice Grade Loop – SL1

2.2.1.2 2-wire Analog Voice Grade Loop – SL2

2.2.1.3 4-wire Analog Voice Grade Loop

2.2.2 Unbundled Voice Loops (UVL) may be provisioned using any type of facility that will support voice grade services. This may include loaded copper, non-loaded copper, digital loop carrier systems, fiber or a combination of any of these facilities. BellSouth, in the normal course of maintaining, repairing, and configuring its network, may also change the facilities that are used to provide any

given voice grade circuit. This change may occur at any time. In these situations, BellSouth will only ensure that the newly provided facility will support voice grade services. BellSouth will not guarantee that Supra will be able to continue to provide any advanced services over the new facility. BellSouth will offer UVL in two different service levels - Service Level One (SL1) and Service Level Two (SL2).

2.2.3 Unbundled Voice Loop - SL1 (UVL-SL1) loops are 2-wire loop start circuits, will be non-designed, and will not have remote access test points. OC will be offered as a chargeable option on SLI loops when reuse of existing facilities has been requested by Supra. Supra may also order OC-TS when a specified conversion time is requested. OC-TS is a chargeable option for any coordinated order and is billed in addition to the OC charge. An Engineering Information (EI) document can be ordered as chargeable option. The EI document provides loop make up information which is similar to the information normally provided in a Design Layout Record. Upon issuance of a non-coordinated order in the service order system, SL1 loops will be activated on the due date in the same manner and time frames that BellSouth normally activates POTS-type loops for its end users.

2.2.4 Unbundled Voice Loop – SL2 (UVL-SL2) loops may be 2-wire or 4-wire circuits, shall have remote access test points, and will be designed with a Design Layout Record provided to Supra. SL2 circuits can be provisioned with loop start, ground start or reverse battery signaling. OC is provided as a standard feature on SL2 loops. The OC feature will allow Supra to coordinate the installation of the loop with the disconnect of an existing customer's service and/or number portability service. In these cases, BellSouth will perform the order conversion with standard order coordination at its discretion during normal work hours.

2.3 **Unbundled Digital Loops**

2.3.1 BellSouth will offer Unbundled Digital Loops (UDL). UDLs are service specific, will be designed, will be provisioned with test points (where appropriate), and will come standard with OC and a Design Layout Record (DLR). The various UDLs are intended to support a specific digital transmission scheme or service.

2.3.2 BellSouth shall make available the following UDLs:

2.3.2.1 2-wire Unbundled ISDN Digital Loop

2.3.2.2 2-wire Universal Digital Channel (IDSL Compatible)

2.3.2.3 2-wire Unbundled ADSL Compatible Loop

2.3.2.4 2-wire Unbundled HDSL Compatible Loop

2.3.2.5 4-wire Unbundled HDSL Compatible Loop

2.3.2.6 4-wire Unbundled DS1 Digital Loop

2.3.2.7 4-wire Unbundled Digital Loop/DS0 – 64 kbps, 56 kbps and below

2.3.2.8 DS3 Loop

2.3.2.9 STS-1 Loop

2.3.2.10 OC3 Loop

2.3.2.11 OC12 Loop

2.3.2.12 OC48 Loop

2.3.3 2-Wire Unbundled ISDN Digital Loops will be provisioned according to industry standards for 2-Wire Basic Rate ISDN services and will come standard with a test point, Order Coordination, and a DLR. Supra will be responsible for providing BellSouth with a Service Profile Identifier (SPID) associated with a particular ISDN-capable loop and end user. With the SPID, BellSouth will be able to adequately test the circuit and ensure that it properly supports ISDN service. BellSouth will not reconfigure its ISDN-capable loop to support IDSL service.

2.3.3.1 The Universal Digital Channel (UDC) (also known as IDSL-compatible Loop) is intended to be compatible with IDSL service and has the same physical characteristics and transmission specifications as BellSouth's ISDN-capable loop. These specifications are listed in BellSouth's TR73600.

2.3.3.2 The UDC may be provisioned on copper or through a Digital Loop Carrier (DLC) system. When UDC Loops are provisioned using a DLC system, the Loops will be provisioned on time slots that are compatible with data-only services such as IDSL.

2.3.4 2-Wire ADSL-Compatible Loop. This is a designed loop that is provisioned according to Revised Resistance Design (RRD) criteria and may be up to 18kft long and may have up to 6kft of bridged tap (inclusive of loop length). The loop is a 2-wire circuit and will come standard with a test point, Order Coordination, and a DLR.

2.3.5 2-Wire or 4-Wire HDSL-Compatible Loop. This is a designed loop that is provisioned according to Carrier Serving Area (CSA) criteria and may be up to 12,000 feet long and may have up to 2,500 feet of bridged tap (inclusive of loop length). It may be a 2-wire or 4-wire circuit and will come standard with a test point, Order Coordination, and a DLR.

2.3.6 4-Wire Unbundled DS1 Digital Loop. This is a designed 4-wire loop that is provisioned according to industry standards for DS1 or Primary Rate ISDN services and will come standard with a test point, Order Coordination, and a DLR.

2.3.7 4-Wire Unbundled Digital/DS0 Loop. These are designed 4-wire loops that may configured as 64kbps, 56kbps, 19kbps, and other sub-rate speeds associated with digital data services and will come standard with a test point, Order Coordination, and a DLR.

2.3.8 DS3 Loop. DS3 Loop is a two-point digital transmission path, which provides for simultaneous two-way transmission of serial, bipolar, return-to-zero isochronous digital electrical signals at a transmission rate of 44.736 megabits per second (Mbps) that is dedicated to the use of the ordering CLEC in its provisioning of local exchange and associated exchange access services. It may provide transport for twenty-eight (28) DS1 channels, each of which provides the digital equivalent of twenty-four analog voice grade channels. The interface to unbundled dedicated DS3 transport is a metallic-based electrical interface.

2.3.9 STS-1 Loop. STS-1 Loop is a high-capacity digital transmission path with SONET VT1.5 mapping that is dedicated for the use of the ordering customer for the purpose of provisioning local exchange and associated exchange access services. It is a two-point digital transmission path, which provides for simultaneous two-way transmission of serial bipolar return-to-zero synchronous digital electrical signals at a transmission rate of 51.84 megabits per second (Mbps). It may provide transport for twenty-eight (28) DS1 channels, each of which provides the digital equivalent of twenty-four analog voice grade channels. The interface to unbundled dedicated STS-1 transport is a metallic-based electrical interface.

2.3.10 OC3 Loop/OC12 Loop/OC48 Loop. OC3/OC-12/OC-48 Loops are optical two-point transmission paths that are dedicated to the use of the ordering CLEC in its provisioning of local exchange and associated exchange access services. The physical interface for all optical transport is optical fiber. This interface standard allows for transport of many different digital signals using a basic building block or base transmission rate of 51.84 megabits per second (Mbps). Higher rates are direct multiples of the base rate. The following rates are applicable: OC-3 - 155.52 Mbps; OC12 - 622.08 Mbps; and OC-48 - 2488 Mbps.

2.3.11 DS3 and above services come with a test point and a DLR. Mileage is airline miles, rounded up and a minimum of one mile applies. BellSouth TR 73501 LightGate®Service Interface and Performance Specifications, Issue D, June 1995 applies to DS3 and above services.

2.4 **Unbundled Copper Loops (UCL)**

2.4.1 BellSouth shall make available Unbundled Copper Loops (UCLs). The UCL is a copper twisted pair Loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters) and is not intended to support any particular telecommunications service. The UCL will be offered in two types – Designed and Non-Designed.

2.4.2 **Unbundled Copper Loop – Designed (UCL-D)**

2.4.2.1 The UCL-D will be provisioned as a dry copper twisted pair loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters). The UCL-D will be offered in two versions - Short and Long.

2.4.2.2 A short UCL-D (18,000 feet or less) is provisioned according to Resistance Design parameters, may have up to 6,000 feet of bridged tap and will have up to 1300 ohms of resistance.

2.4.2.3 The long UCL-D (beyond 18,000 feet) is provisioned as a dry copper twisted pair longer than 18,000 feet and may have up to 12,000 feet of bridged tap and up to 2800 ohms of resistance.

2.4.2.4 The UCL-D is a designed circuit, is provisioned with a test point and comes standard with a DLR. OC is required on UCLs where a reuse of existing facilities has been requested by Supra.

2.4.2.5 These loops are not intended to support any particular services and may be utilized by Supra to provide a wide-range of telecommunications services so long as those services do not adversely affect BellSouth's network. This facility will include a Network Interface Device (NID) at the customer's location for the purpose of connecting the loop to the customer's inside wire.

2.4.2.6 BellSouth will make available the following UCL-Ds:

2.4.2.6.1 2-Wire UCL-D/short

2.4.2.6.2 2-Wire UCL-D/long

2.4.2.6.3 4-Wire UCL-D/short

2.4.2.6.4 4-Wire UCL-D/long

2.4.3 **Unbundled Copper Loop – Non-Designed (UCL-ND)**

2.4.3.1 The UCL–ND is provisioned as a dedicated 2-wire metallic transmission facility from BellSouth's Main Distribution Frame to a customer's premises (including the NID). The UCL-ND will be a "dry copper" facility in that it will not have any intervening equipment such as load coils, repeaters, or digital access main lines

("DAMLs"), and may have up to 6,000 feet of bridged tap between the end user's premises and the serving wire center. The UCL-ND typically will be 1300 Ohms resistance and in most cases will not exceed 18,000 feet in length, although the UCL-ND will not have a specific length limitation. For loops less than 18,000 feet and with less than 1300 Ohms resistance, the loop will provide a voice grade transmission channel suitable for loop start signaling and the transport of analog voice grade signals. The UCL-ND will not be designed and will not be provisioned with either a DLR or a test point.

2.4.3.2 The UCL-ND facilities may be mechanically assigned using BellSouth's assignment systems. Therefore, the Loop Make Up process is not required to order and provision the UCL-ND. However, Supra can request Loop Make Up for which additional charges would apply.

2.4.3.3 At an additional charge, BellSouth also will make available Loop Testing so that Supra may request further testing on the UCL-ND.

2.4.3.4 UCL-ND loops are not intended to support any particular service and may be utilized by Supra to provide a wide-range of telecommunications services so long as those services do not adversely affect BellSouth's network. The UCL-ND will include a Network Interface Device (NID) at the customer's location for the purpose of connecting the loop to the customer's inside wire.

2.4.3.5 Order Coordination (OC) will be provided as a chargeable option and may be utilized when the UCL-ND provisioning is associated with the reuse of BellSouth facilities. Order Coordination -Time Specific (OC-TS) does not apply to this product.

2.4.3.6 Supra may use BellSouth's Unbundled Loop Modification (ULM) offering to remove bridge tap and/or load coils from any loop within the BellSouth network. Therefore, some loops that would not qualify as UCL-ND could be transformed into loops that do qualify, using the ULM process.

2.5 **Unbundled Loop Modifications (Line Conditioning)**

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

2.5.2 BellSouth shall condition Loops, as requested by Supra, whether or not BellSouth offers advanced services to the End User on that Loop.

2.5.3 In some instances, Supra will require access to a copper twisted pair loop unfettered by any intervening equipment (e.g., filters, load coils, range extenders, etc.), so that Supra can use the loop for a variety of services by attaching

appropriate terminal equipment at the ends. Supra will determine the type of service that will be provided over the loop. BellSouth's Unbundled Loop Modifications (ULM) process will be used to determine the costs and feasibility of conditioning the loops as requested. Rates for ULM are as set forth in Exhibit A of this Attachment.

2.5.4 In those cases where Supra has requested that BellSouth modify a Loop so that it no longer meets the technical parameters of the original Loop type (e.g., voice grade, ISDN, ADSL, etc.) the resulting modified Loop will be ordered and maintained as a UCL.

2.5.5 The Unbundled Loop Modifications (ULM) offering provides the following elements: 1) removal of devices on 2-wire or 4-wire Loops equal to or less than 18,000 feet; 2) removal of devices on 2-wire or 4-wire Loops longer than 18,000 feet; and 3) removal of bridged-taps on loops of any length.

2.5.6 Supra shall request Loop make up information pursuant to this Attachment prior to submitting a service inquiry and/or a LSR for the Loop type that Supra desires BellSouth to condition.

2.6 **Loop Provisioning Involving Integrated Digital Loop Carriers**

2.6.1 Where Supra has requested an Unbundled Loop and BellSouth uses Integrated Digital Loop Carrier (IDLC) systems to provide the local service to the end user and BellSouth has a suitable alternate facility available, BellSouth will make such alternative facilities available to Supra. If a suitable alternative facility is not available, then to the extent it is technically feasible, BellSouth will make alternative arrangements available to Supra (e.g. hairpinning).

2.6.2 BellSouth will select one of the following arrangements:

1. Roll the circuit(s) from the IDLC to any spare copper that exists to the customer premises.
2. Roll the circuit(s) from the IDLC to an existing DLC that is not integrated.
3. If capacity exists, provide "side-door" porting through the switch.
4. If capacity exists, provide "DACS-door" porting (if the IDLC routes through a DACS prior to integration into the switch).

2.6.3 Arrangements 3 and 4 above require the use of a designed circuit. Therefore, non-designed loops such as the SL1 voice grade and UCL-ND may not be ordered in these cases.

2.6.4 If no alternate facility is available, BellSouth will utilize its Special Construction (SC) process to determine the additional costs required to provision the loop facilities. Supra will then have the option of paying the one-time SC rates to place the loop.

2.7 **Network Interface Device (NID)**

2.7.1 The NID is defined as any means of interconnection of end-user customer premises wiring to BellSouth's distribution plant, such as a cross-connect device used for that purpose. The NID is a single-line termination device or that portion of a multiple-line termination device required to terminate a single line or circuit at the premises. The NID features two independent chambers or divisions that separate the service provider's network from the end user's customer-premises wiring. Each chamber or division contains the appropriate connection points or posts to which the service provider and the end user each make their connections. The NID provides a protective ground connection and is capable of terminating cables such as twisted pair cable.

2.7.1.1 BellSouth shall permit Supra to connect Supra's Loop facilities the end-user's customer-premises wiring through the BellSouth NID or at any other technically feasible point.

2.7.2 **Access to NID**

2.7.2.1 Supra may access the end user's customer-premises wiring by any of the following means and Supra shall not disturb the existing form of electrical protection and shall maintain the physical integrity of the NID:

2.7.2.1.1 1) BellSouth shall allow Supra to connect its loops directly to BellSouth's multi-line residential NID enclosures that have additional space and are not used by BellSouth or any other telecommunications carriers to provide service to the premises.

2.7.2.1.2 2) Where an adequate length of the end user's customer premises wiring is present and environmental conditions permit, either Party may remove the customer premises wiring from the other Party's NID and connect such wiring to that Party's own NID;

2.7.2.1.3 3) Enter the subscriber access chamber or dual chamber NID enclosures for the purpose of extending a connect divisioned or spliced jumper wire from the customer premises wiring through a suitable "punch-out" hole of such NID enclosures; or

2.7.2.1.4 4) Request BellSouth to make other rearrangements to the end user customer premises wiring terminations or terminal enclosure on a time and materials cost basis.

2.7.2.2 In no case shall either Party remove or disconnect the other Party's loop facilities from either Party's NIDs, enclosures, or protectors unless the applicable Commission has expressly permitted the same and the disconnecting Party provides prior notice to the other Party. In such cases, it shall be the responsibility of the Party disconnecting loop facilities to leave undisturbed the existing form of electrical protection and to maintain the physical integrity of the NID. It will be

Supra's responsibility to ensure there is no safety hazard and will hold BellSouth harmless for any liability associated with the removal of the BellSouth loop from the BellSouth NID. Furthermore, it shall be the responsibility of the disconnecting Party, once the other Party's loop has been disconnected from the NID, to reconnect the disconnected loop to a nationally recognized testing laboratory listed station protector, which has been grounded as per Article 800 of the National Electrical Code. If no spare station protector exists in the NID, the disconnected loop must be appropriately cleared, capped and stored.

2.7.2.3 In no case shall either Party remove or disconnect ground wires from BellSouth's NIDs, enclosures, or protectors.

2.7.2.4 In no case shall either Party remove or disconnect NID modules, protectors, or terminals from BellSouth's NID enclosures.

2.7.2.5 Due to the wide variety of NID enclosures and outside plant environments, BellSouth will work with Supra to develop specific procedures to establish the most effective means of implementing this section if the procedures set forth herein do not apply to the NID in question.

2.7.3 Technical Requirements

2.7.3.1 The NID shall provide an accessible point of interconnection and shall maintain a connection to ground.

2.7.3.2 If an existing NID is accessed, it shall be capable of transferring electrical analog or digital signals between the end user's customer premises and the Distribution Media and/or cross connect to Supra's NID.

2.7.3.3 Existing BellSouth NIDS will be provided in "as is" condition. Supra may request BellSouth do additional work to the NID on a time and material basis. When Supra deploys its own local loops with respect to multiple-line termination devices, Supra shall specify the quantity of NIDs connections that it requires within such device.

2.8 **Sub-loop Elements**

2.8.1 Where facilities permit , BellSouth shall offer access to its Unbundled Sub Loop (USL) and Unbundled Sub-loop Concentration (USLC) System.

2.8.2 **Unbundled Sub-Loop Distribution**

2.8.2.1 The unbundled sub-loop distribution facility is a dedicated transmission facility that BellSouth provides from an end user's point of demarcation to a BellSouth cross-connect device. The BellSouth cross-connect device may be located within a remote terminal (RT) or a stand-alone cross-box in the field or in the equipment room of a building. The unbundled sub-loop distribution media is a copper twisted

pair that can be provisioned as a 2 Wire or 4 Wire facility. BellSouth will make the following available sub-loop distribution offerings where facilities permit:

Unbundled Sub-Loop Distribution – Voice Grade
Unbundled Copper Sub-Loop
Unbundled Sub-Loop Distribution – Intrabuilding Network Cable (aka riser cable)

2.8.2.2 Unbundled Sub-Loop Distribution – Voice Grade (USLD-VG) is a sub-loop facility from the cross-box in the field up to and including the point of demarcation, at the end user's premises and may have load coils.

2.8.2.3 Unbundled Copper Sub-Loop (UCSL) is a copper facility of any length provided from the cross-box in the field up to and including the end-user's point of demarcation. If available, this facility will not have any intervening equipment such as load coils between the end-user and the cross-box.

2.8.2.4 If Supra requests a UCSL and it is not available, Supra may request the Sub-Loop facility be modified pursuant to the ULM process request to remove load coils and/or bridged taps. If load coils and/or bridged taps are removed, the facility will be classified as a UCSL.

2.8.2.5 Unbundled Sub-Loop Distribution – Intrabuilding Network Cable (USLD-INC) is the distribution facility inside a building or between buildings on the same continuous property which is not separated by a public street or road. USLD-INC includes the facility from the cross-connect device in the building equipment room up to and including the point of demarcation, at the end user's premises.

2.8.2.6 BellSouth will install a cross connect panel in the building equipment room for the purpose of accessing USLD-INC pairs from a building equipment room. The cross-connect panel will function as a single point of interconnection (SPOI) for USLD-INC and will be accessible by multiple carriers as space permits. BellSouth will place cross-connect blocks in 25-pair increments for Supra's use on this cross-connect panel. Supra will be responsible for connecting its facilities to the 25-pair cross-connect block(s).

2.8.2.7 Unbundled Sub-Loop distribution facilities shall support functions associated with provisioning, maintenance and testing of the Unbundled Sub-Loop. For access to Voice Grade USLD and UCSL, Supra shall install a cable to the BellSouth cross-box pursuant to the terms and conditions for physical collocation for remote sites set forth in this Agreement. This cable would be connected by a BellSouth technician within the BellSouth cross-box during the set-up process. Supra's cable pairs can then be connected to BellSouth's USL within the BellSouth cross-box by the BellSouth technician.

2.8.2.8 Through the Service Inquiry (SI) process, BellSouth will determine whether access to Unbundled Sub-Loops at the location requested by Supra is technically

feasible and whether sufficient capacity exists in the cross-box. If existing capacity is sufficient to meet Supra's request, then BellSouth will perform the site set-up as described in Section 2.8.2.9. If any work must be done to modify existing BellSouth facilities or add new facilities (other than adding the cross-connect panel in a building equipment room as noted in Section 2.8.2.9) to accommodate Supra's request for Unbundled Sub-Loops, Supra may request BellSouth's Special Construction (SC) process to determine additional costs required to provision the Unbundled Sub-Loops. Supra will have the option to proceed under the SC process to modify the BellSouth facilities.

2.8.2.9 The site set-up must be completed before Supra can order sub-loop pairs. For the site set-up in a BellSouth cross-connect box in the field, BellSouth will perform the necessary work to splice Supra's cable into the cross-connect box. For the site set-up inside a building equipment room, BellSouth will perform the necessary work to install the cross-connect panel and the connecting block(s) that will be used to provide access to the requested USLs.

2.8.2.10 Once the site set-up is complete, Supra will request sub-loop pairs through submission of a Local Service Request (LSR) form to the Local Carrier Service Center (LCSC). Order Coordination is required with USL pair provisioning when Supra requests reuse of an existing facility and is in addition to the USL pair rate. For expedite requests by Supra for sub-loop pairs, expedite charges will apply for intervals less than 5 days.

2.8.2.11 Unbundled Sub-Loops will be provided in accordance with technical reference TR73600.

2.8.3 **Unbundled Network Terminating Wire (UNTW)**

2.8.3.1 Unbundled Network Terminating Wire (UNTW) is unshielded twisted copper wiring that is used to extend circuits from an intra-building network cable terminal or from a building entrance terminal to an individual customer's point of demarcation. It is the final portion of the Loop which, in multi-subscriber configurations, represents the point at which the network branches out to serve individual subscribers.

2.8.3.2 This element will be provided in Multi-Dwelling Units (MDUs) and/or Multi-Tenants Units (MTUs) where BellSouth owns wiring all the way to the end-users premises. BellSouth will not provide this element in those locations where the property owner provides its own wiring to the end-user's premises, where a third party owns the wiring to the end-user's premises or where the property owner will not allow BellSouth to place its facilities to the end user.

2.8.3.3 Requirements

2.8.3.3.1 On a multi-unit premises, upon request of the other Party ("Requesting Party"), the Party owning the network terminating wire will provide access to UNTW pairs on an Access Terminal that is suitable for use by multiple carriers at each Garden Terminal or Wiring Closet.

2.8.3.3.2 The Provisioning Party shall not be required to install new or additional NTW beyond existing NTW to provision the services of the Requesting Party.

2.8.3.3.3 Upon receipt of the UNTW Service Inquiry (SI) requesting access to the Provisioning Party's UNTW pairs at a multi-unit premises, representatives of both Parties will participate in a meeting at the site of the requested access. The purpose of the site visit will include discussion of the procedures for installation and location of the Access Terminals. By request of the Requesting Party, an Access Terminal will be installed either adjacent to each Provisioning Party's Garden Terminal or inside each Wiring Closet. Requesting Party will deliver and connect its central office facilities to the UNTW pairs within the Access Terminal. Requesting Party may access any available pair on an Access Terminal. A pair is available when a pair is not being utilized to provide service or where the end user has requested a change in its local service provider to the Requesting Party. Prior to connecting Requesting Party's service on a pair previously used by Provisioning Party, Requesting Party is responsible for ensuring the end-user is no longer using Provisioning Party's service or another CLEC's service before accessing UNTW pairs.

2.8.3.3.4 Access Terminal installation intervals will be established on an individual case basis.

2.8.3.3.5 Requesting Party is responsible for obtaining the property owner's permission for Provisioning Party to install an Access Terminal(s) on behalf of the Requesting Party. The submission of the SI by the Requesting Party will serve as certification by the Requesting Party that such permission has been obtained. If the property owner objects to Access Terminal installations that are in progress or subsequent to completion and demands removal of Access Terminals, Requesting Party will be responsible for costs associated with removing Access Terminals and restoring property to its original state prior to Access Terminals being installed.

2.8.3.3.6 The Requesting Party shall indemnify and hold harmless the Provisioning Party against any claims of any kind that may arise out of the Requesting Party's failure to obtain the property owner's permission. Requesting Party will be billed for non-recurring and recurring charges for accessing UNTW pairs at the time the Requesting Party activates the pair(s). The Requesting Party will notify the Provisioning Party each time it activates UNTW pairs using the LSR form.

2.8.3.3.7 Requesting Party will isolate and report troubles in the manner specified by the Provisioning Party. Requesting Party must tag the UNTW pair that requires repair. If Provisioning Party dispatches a technician on a reported trouble call and

no UNTW trouble is found, Provisioning Party will charge Requesting Party for time spent on the dispatch and testing the UNTW pair(s).

2.8.3.3.8 If Requesting Party initiates the Access Terminal installation and the Requesting Party has not activated at least one pair on the Access Terminal installed pursuant to Requesting Party's request for an Access Terminal within 6 months of installation of the Access Terminal, Provisioning Party will bill Requesting Party a non-recurring charge equal to the actual cost of provisioning the Access Terminal.

2.8.3.3.9 If Provisioning Party determines that Requesting Party is using the UNTW pairs without reporting the activation of the pairs, the following charges shall apply:

2.8.3.3.9.1 If Requesting Party issued a LSR to disconnect an end-user from Provisioning Party in order to use a UNTW pair, Requesting Party will be billed for the use of the pair back to the disconnect order date.

2.8.3.3.9.2 If Requesting Party activated a UNTW pair on which Provisioning Party was not previously providing service, Requesting Party will be billed for the use of that pair back to the date the end-user began receiving service using that pair. Upon request, Requesting Party will provide copies of its billing record to substantiate such date. If Requesting Party fails to provide such records, then Provisioning Party will bill the Requesting Party back to the date of the Access Terminal installation.

2.8.4 **Unbundled Sub-Loop Feeder**

2.8.4.1 Unbundled Sub-Loop Feeder (USLF) provides connectivity between BellSouth's central office and cross-box (or other access point) that serves an end user location.

2.8.4.2 USLF utilized for voice traffic can be configured as 2-wire voice (USLF-2W/V) or 4-wire voice (USLF-4W/V).

2.8.4.3 USLF utilized for digital traffic can be configured as 2-wire ISDN (USLF-2W/I); 2-wire Copper (USLF-2W/C); 4-wire Copper (USLF-4W/C); 4-wire DS0 level loop (USLF-4W/D0); or 4-wire DS1 and ISDN (USLF-4W/DI).

2.8.4.4 USLF will provide access to both the equipment and the features in the BellSouth central office and BellSouth cross box necessary to provide a 2W or 4W communications pathway from the BellSouth central office to the BellSouth cross-box. This element will allow for the connection of Supra's loop distribution elements onto BellSouth's feeder system.

2.8.4.5 Requirements

2.8.4.5.1 Supra will extend a compatible cable to BellSouth's cross-box. BellSouth will connect the cable to a panel inside the BellSouth cross-box to the requested level of feeder element. In those cases when there is no room in the BellSouth cross-box to accommodate the additional cross-connect panels mentioned above, BellSouth will utilize its Special Construction process to determine the costs to provide the sub-loop feeder element to Supra. Supra will then have the option of paying the special construction charges or canceling the order.

2.8.4.5.2 USLF will be a designed circuit and BellSouth will provide a Design Layout Record (DLR) for this element.

2.8.4.5.3 BellSouth will provide USLF elements in accordance with applicable industry standards for these types of facilities. Where industry standards do not exist, BellSouth's TR73600 will be used to determine performance parameters.

2.8.5 **Unbundled Loop Concentration (ULC)**

2.8.5.1 BellSouth will provide to Supra 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.

2.8.5.2 ULC will be offered in two system options. System A will allow up to 96 BellSouth loops to be concentrated onto two or more DS1s. The high-speed connection from the concentrator will be at the electrical DS1 level and will connect to Supra at Supra's collocation site. System B will allow up to 192 BellSouth loops to be concentrated onto 4 or more 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 Supra's collocation space. ULC service is offered with concentration (2 DS1s for 96 channels) or without concentration (4 DS1s for 96 channels) and with or without protection. A Loop Interface element will be required for each loop that is terminated onto the ULC system.

2.8.6 **Unbundled Sub-Loop Concentration (USLC)**

2.8.6.1 Where facilities permit, Supra may concentrate its sub-loops onto multiple DS1s back to the BellSouth Central Office.

2.8.6.2 USLC, using the Lucent Series 5 equipment, will be offered in two system options. System A will allow up to 96 of Supra's sub-loops to be concentrated onto two or more DS1s. System B will allow an additional 96 of Supra's sub-loops to be concentrated onto two or more additional DS1s. One System A may be supplemented with one System B and they both must be physically located in a

single Series 5 dual channel bank. A minimum of two DS1s is required for each system (i.e., System A requires two DS1s and System B would require an additional two DS1s or four in total). The DS1 level facility that connects the Remote Terminal site with the serving wire center is known as a Feeder Interface. All DS1 Feeder Interfaces will terminate to Supra's demarcation point associated with Supra's collocation space within the SWC that serves the remote terminal (RT). USLC service is offered with or without concentration and with or without a protection DS1.

2.8.6.3 Supra is required to deliver its sub-loops to its own cross-box, RT, or other similar device and deliver a single cable to the BellSouth RT. This cable shall be connected, by a BellSouth technician, to a cross-connect panel within the BellSouth RT/cross-box and shall allow Supra's sub-loops to be placed on the USLC and transported to Supra's collocation space at a DS1 level.

2.8.7 **Dark Fiber Loop**

2.8.7.1 Dark Fiber Loop is an unused optical transmission facility without attached signal regeneration, multiplexing, aggregation or other electronics that connects two points within BellSouth's network. Dark Fiber Loops may be strands of optical fiber existing in aerial or underground structure. BellSouth will not provide line terminating elements, regeneration or other electronics necessary for Supra to utilize Dark Fiber Loops.

2.8.7.2 A Dark Fiber Loop is a point to point arrangement from an end user's premises connected via a cross connect to the demarcation point associated with Supra's collocation space in the end user's serving wire center.

2.8.7.3 Dark Fiber Loop rates are differentiated between Local Channel, Interoffice Channel and Local Loop.

2.8.7.4 Requirements

2.8.7.4.1 BellSouth shall make available Dark Fiber Loop where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available. Dark Fiber Loop will not be deemed available if: (1) it is used by BellSouth for maintenance and repair purposes; (2) it is designated for use pursuant to a firm order placed by another customer; (3) it is restricted for use by all carriers, including BellSouth, because of transmission problems or because it is scheduled for removal due to documented changes to roads and infrastructure; or (4) BellSouth has plans to use the fiber within a two-year planning period. BellSouth is not required to place the fiber for Dark Fiber Loop if none is available.

2.8.7.4.2 If the requested Dark Fiber Loop has any lightwave repeater equipment interspliced to it, BellSouth will remove such equipment at Supra's request subject to time and materials charges.

2.8.7.4.3 Supra is solely responsible for testing the quality of the Dark Fiber to determine its usability and performance specifications.

2.8.7.4.4 BellSouth shall use its commercially reasonable efforts to provide to Supra information regarding the location, availability and performance of Dark Fiber Loop within ten (10) business days after receiving a Service Inquiry ("SI") from Supra.

2.8.7.4.5 If the requested Dark Fiber Loop is available, BellSouth shall use commercially reasonable efforts to provision the Dark Fiber Loop to Supra within twenty (20) business days after Supra submits a valid, error free LSR. Provisioning includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX) or splice points) to enable Supra to connect or splice Supra provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber Loop.

2.8.7.4.6 Supra may splice at the end points and test Dark Fiber Loop obtained from BellSouth using Supra or Supra designated personnel. BellSouth shall provide appropriate interfaces to allow splicing and testing of Dark Fiber Loop. For fiber in underground conduit, BellSouth shall provide a minimum of 25 feet of excess cable to allow the uncoiled fiber to reach from the manhole to a splicing van.

2.9 **Loop Makeup (LMU)**

2.9.1 Description of Service

2.9.1.1 BellSouth shall make available to Supra (LMU) information so that Supra can make an independent judgment about whether the Loop is capable of supporting the advanced services equipment Supra intends to install and the services Supra wishes to provide. This section addresses LMU as a *preordering* transaction, distinct from Supra ordering any other service(s). Loop Makeup *Service Inquiries (LMUSI) for preordering loop makeup* are likewise unique from other preordering functions with associated service inquiries (SI) as described in this Agreement.

2.9.1.2 BellSouth will provide Supra LMU information consisting of the composition of the loop material (copper/fiber); the existence, location and type of equipment on the Loop, including but not limited to digital loop carrier or other remote concentration devices, feeder/distribution interfaces, bridged taps, load coils, pair-gain devices; the loop length; the wire gauge and electrical parameters.

2.9.1.3 BellSouth's LMU information is provided to Supra as it exists either in BellSouth's databases or in its hard copy facility records. BellSouth does not guarantee accuracy or reliability of the LMU information provided.

2.9.1.4 Supra may choose to use equipment that it deems will enable it to provide a certain type and level of service over a particular BellSouth Loop. The determination shall be made solely by Supra and BellSouth shall not be liable in any way for the performance of the advanced data services provisioned over said Loop. The specific Loop type (ADSL, HDSL, or otherwise) ordered on the LSR must match the LMU of the loop reserved taking into consideration any requisite line conditioning. The LMU data is provided for informational purposes only and does not guarantee Supra's ability to provide advanced data services over the ordered loop type. Further, if Supra orders loops that are not intended to support advanced services (such as UV-SL1, UV-SL2, or ISDN compatible loops) and that are not inventoried as advanced services loops, the LMU information for such loops is subject to change at any time due to modifications and/or upgrades to BellSouth's network. Supra is fully responsible for any of its service configurations that may differ from BellSouth's technical standard for the loop type ordered.

2.9.2 **Submitting Loop Makeup Service Inquiries**

2.9.2.1 Supra may obtain LMU information by submitting a LMU Service Inquiry (LMUSI) mechanically or manually. Mechanized LMUSIs should be submitted through BellSouth's Operational Support Systems interfaces. After obtaining the Loop information from the mechanized LMUSI process, if Supra needs further loop information in order to determine loop service capability, Supra may initiate a separate Manual Service Inquiry for a separate nonrecurring charge as set forth in Exhibit A of this Attachment.

2.9.2.2 Manual LMUSIs shall be submitted by electronic mail to BellSouth's Complex Resale Support Group (CRSG)/Account Team utilizing the Preordering Loop Makeup Service Inquiry form. The service interval for the return of a Loop Makeup Manual Service Inquiry is three business days. Manual LMUSIs are not subject to expedite requests. This service interval is distinct from the interval applied to the subsequent service order.

2.9.3 **Loop Reservations**

2.9.3.1 For a Mechanized LMUSI, Supra may reserve up to ten Loop facilities. For a Manual LMUSI, Supra may reserve up to three Loop facilities.

2.9.3.2 Supra may reserve facilities for up to four (4) business days for each facility requested on a LMUSI from the time the LMU information is returned to Supra. During and prior to Supra placing an LSR, the reserved facilities are rendered unavailable to other customers, including BellSouth. If Supra does not submit an LSR for a UNE service on a reserved facility within the four-day reservation timeframe, the reservation of that spare facility will become invalid and the facility will be released.

2.9.3.3 Charges for preordering LMUSI are separate from any charges associated with ordering other services from BellSouth.

2.9.4 **Ordering of Other UNE Services**

2.9.4.1 All LSRs issued for reserved facilities shall reference the facility reservation number as provided by BellSouth. Supra will not be billed any additional LMU charges for the loop ordered on such LSR. If, however, Supra does not reserve facilities upon an initial LMUSI, Supra's placement of an order for an advanced data service type facility will incur the appropriate billing charges to include service inquiry and reservation per Exhibit A of this Attachment.

2.9.4.2 Where Supra has reserved multiple Loop facilities on a single reservation, Supra may not specify which facility shall be provisioned when submitting the LSR. For those occasions, BellSouth will assign to Supra, subject to availability, a facility that meets the BellSouth technical standards of the BellSouth type Loop as ordered by Supra. If the ordered Loop type is not available, Supra may utilize the Unbundled Loop Modification process or the Special Construction process, as applicable, to obtain the Loop type ordered.

3. High Frequency Spectrum Network Element

3.1 General

3.1.1 BellSouth shall provide Supra access to the high frequency portion of the local loop as an unbundled network element only where BellSouth is the voice service provider to the end user ("High Frequency Spectrum") at the rates set forth in this Attachment.

3.1.2 The High Frequency Spectrum is defined as the frequency range above the voiceband on a copper loop facility carrying analog circuit-switched voiceband transmissions. Access to the High Frequency Spectrum is intended to allow Supra the ability to provide Digital Subscriber Line ("xDSL") data services to the end user for which BellSouth provides voice services. The High Frequency Spectrum shall be available for any version of xDSL complying with Spectrum Management Class 5 of ANSI T1.417, *American National Standard for Telecommunications, Spectrum Management for Loop Transmission Systems*. BellSouth will continue to have access to the low frequency portion of the loop spectrum (from 300 Hertz to at least 3000 Hertz, and potentially up to 3400 Hertz, depending on equipment and facilities) for the purposes of providing voice service. Supra shall only use xDSL technology that is within the PSD mask for Spectrum Management Class 5 as found in the above-mentioned document.

3.1.3 Access to the High Frequency Spectrum requires an unconditioned, 2-wire copper Loop. An unloaded Loop is a copper Loop with no load coils, low-pass filters, range extenders, DAMLs, or similar devices and minimal bridged taps consistent

with ANSI T1.413 and T1.601. BellSouth will provide Loop conditioning to Supra in accordance with the Unbundled Loop Modification process set forth in Section 2.5 of this Attachment. BellSouth is not required to condition a Loop for access to the High Frequency spectrum if conditioning of that Loop significantly degrades BellSouth's voice service. If Supra requests that BellSouth condition a Loop longer than 18,000 ft. and such conditioning significantly degrades the voice services on the Loop, Supra shall pay for the Loop to be restored to its original state.

3.2 **Provisioning of High Frequency Spectrum and Splitter Space**

3.2.1 BellSouth will provide Supra with access to the High Frequency Spectrum as follows:

3.2.1.1 To order High Frequency Spectrum on a particular Loop, Supra must have a Digital Subscriber Line Access Multiplexer (DSLAM) collocated in the central office that serves the end-user of such Loop. Supra may order splitters in a central office once it has installed its DSLAM in that central office. BellSouth will install splitters within forty-two (42) calendar days of Supra's submission of such order to the BellSouth Complex Resale Support Group; provided, however, that in the event BellSouth did not have reasonable notice that a particular central office was to have a splitter installed therein, the forty-two (42) day interval shall not apply. Collocation itself or an application for collocation will serve as reasonable notice.

3.2.1.2 Once a splitter is installed on behalf of Supra in a central office in which Supra is located, Supra shall be entitled to order the High Frequency Spectrum on lines served out of that central office. BellSouth will bill and Supra shall pay the electronic or manual ordering charges as applicable when Supra orders High Frequency Spectrum for end-user service.

3.2.1.3 BellSouth will select, purchase, install, and maintain a central office POTS splitter and provide Supra access to data ports on the splitter. The splitter will route the High Frequency Spectrum on the circuit to Supra's xDSL equipment in Supra's collocation space. At least 30 days before making a change in splitter suppliers, BellSouth will provide Supra with a carrier notification letter, informing Supra of change. Supra shall purchase ports on the splitter in increments of 24 ports.

3.2.1.4 BellSouth will install the splitter in (i) a common area close to Supra's collocation area, if possible; or (ii) in a BellSouth relay rack as close to Supra's DS0 termination point as possible. Supra shall have access to the splitter for test purposes, regardless of where the splitter is placed in the BellSouth premises. For purposes of this section, a common area is defined as an area in the central office in which both Parties have access to a common test access point. A Termination Point is defined as the point of termination for Supra on the toll main distributing frame in the central office and is not the demarcation point set forth in Attachment

4 of this Agreement. BellSouth will cross-connect the splitter data ports to a specified Supra DS0 at such time that a Supra end user's service is established.

3.2.1.5 The High Frequency Spectrum shall only be available on Loops on which BellSouth is also providing, and continues to provide, analog voice service directly to the end user. In the event the end-user terminates its BellSouth provided voice service for any reason, or in the event BellSouth disconnects the end user's voice service pursuant to its tariffs or applicable law, and Supra desires to continue providing xDSL service on such Loop, Supra shall be required to purchase a full stand-alone Loop unbundled network element. To the extent commercially practicable, BellSouth shall give Supra notice in a reasonable time prior to disconnect, which notice shall give Supra an adequate opportunity to notify BellSouth of its intent to purchase such Loop. In those cases in which BellSouth no longer provides voice service to the end user and Supra purchases the full stand-alone Loop, Supra may elect the type of loop it will purchase. Supra will pay the appropriate recurring and non-recurring rates for such Loop as set forth in Exhibit A to this Attachment. In the event Supra purchases a voice grade Loop, Supra acknowledges that such Loop may not remain xDSL compatible.

3.2.1.6 Only one competitive local exchange carrier shall be permitted access to the High Frequency Spectrum of any particular loop.

3.2.2 **Ordering**

3.2.2.1 BellSouth will provide Supra the Local Service Request ("LSR") format to be used when ordering the High Frequency Spectrum.

3.2.2.2 BellSouth will return a manual Firm Order Confirmation ("FOC") in no more than two (2) business days after receipt of a valid, error free manual LSR. When Supra submits an electronic LSR for High Frequency Spectrum, BellSouth will return a FOC in four (4) hours ninety-five percent (95%) of the time, or, for orders that do not flow-through, in two (2) business days. BellSouth will provide Supra with access to the High Frequency Spectrum at the following target intervals:

3.2.2.2.1 For 1-5 lines at the same address within three (3) business days from BellSouth's issuance of a FOC; 6-10 lines at same address within 5 business days from BellSouth's issuance of a FOC; and more than 10 lines at the same address is to be negotiated.

3.2.2.2.2 BellSouth will provide to Supra BellSouth's Loop Qualification System that BellSouth uses to qualify loops for its own ADSL offering.

3.2.2.2.3 BellSouth will provide Supra access to Preordering Loop Makeup (LMU), in accordance with the terms of this Agreement. BellSouth shall bill and Supra shall pay the rates for such services, as described in Exhibit A.

3.2.2.2.4 BellSouth shall test the data portion of the loop to ensure the continuity of the wiring for Supra's data.

3.2.3 **Maintenance and Repair**

3.2.3.1 Supra shall have access for repair and maintenance purposes, to any loop for which it has access to the High Frequency Spectrum. Supra may access the loop at the point where the combined voice and data signal exits the central office splitter.

3.2.3.2 BellSouth will be responsible for repairing voice services and the physical line between the network interface device at the customer's premises and the Termination Point. Supra will be responsible for repairing data services. Each Party will be responsible for maintaining its own equipment.

3.2.3.3 Supra shall inform its end users to direct data problems to Supra, unless both voice and data services are impaired, in which event the end users should call BellSouth.

3.2.3.4 Once a Party has isolated a trouble to the other Party's portion of the loop, the Party isolating the trouble shall notify the end user that the trouble is on the other Party's portion of the Loop.

3.2.3.5 In the event Supra's deployment of xDSL on the High Frequency Spectrum significantly degrades the performance of other advanced services or of BellSouth's voice service on the same loop, BellSouth shall notify Supra and allow twenty-four (24) hours to cure the trouble. If Supra fails to resolve the trouble, BellSouth may discontinue Supra's access to the High Frequency Spectrum on such loop.

3.2.4 **Line Splitting**.

3.2.4.1 BellSouth will work cooperatively with CLECs to develop rates, methods and procedures to operationalize a process whereby two CLECs, one being a provider of voice services (a "Voice CLEC") and the other being a provider of data services (a "Data CLEC") may provide services over the same loop. The loop and port over which the services are provided cannot be a loop and port combination (i.e., UNE-P), but must be individual, stand alone network elements. The Voice CLEC or the Data CLEC shall be responsible for connecting the loop and port to a CLEC-owned splitter. BellSouth shall not own or maintain the splitter used for this purpose. When such rates, methods and procedures have been developed and operationalized, then at the request of Supra, the Parties shall amend this Agreement to incorporate the same.

4. Local Switching

4.1 BellSouth shall provide non-discriminatory access to local circuit switching capability and local tandem switching capability on an unbundled basis, except as set forth in the Sections below to Supra for the provision of a telecommunications service. BellSouth shall provide non-discriminatory access to packet switching capability on an unbundled basis to Supra for the provision of a telecommunications service only in the limited circumstance described below in Section 4.5.

4.2 **Local Circuit Switching Capability, including Tandem Switching Capability**

4.2.1 Local circuit switching capability is defined as: (A) line-side facilities, which include, but are not limited to, the connection between a loop termination at a main distribution frame and a switch line card; (B) trunk-side facilities, which include, but are not limited to, the connection between trunk termination at a trunk-side cross-connect panel and a switch trunk card; (C) switching provided by remote switching modules; and (D) all features, functions, and capabilities of the switch, which include, but are not limited to: (1) the basic switching function of connecting lines to lines, line to trunks, trunks to lines, and trunks to trunks, as well as the same basic capabilities made available to BellSouth's customers, such as a telephone number, white page listings, and dial tone; and (2) all other features that the switch is capable of providing, including but not limited to customer calling, customer local area signaling service features, and Centrex, as well as any technically feasible customized routing functions provided by the switch. Any features that are not currently available but are technically feasible through the switch can be requested through the BFR/NBR process.

4.2.2 Notwithstanding BellSouth's general duty to unbundle local circuit switching, BellSouth shall not be required to unbundle local circuit switching for Supra when Supra serves an end-user with four (4) or more voice-grade (DS-0) equivalents or lines served by BellSouth in one of the following MSAs: Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA, and BellSouth has provided non-discriminatory cost based access to the Enhanced Extended Link (EEL) throughout Density Zone 1 as determined by NECA Tariff No. 4 as in effect on January 1, 1999.

4.2.3 In the event that Supra orders local circuit switching for an end user with four (4) or more 2-wire voice-grade loops from a BellSouth central office in an MSA listed above, BellSouth shall charge Supra the market based rates in Exhibit A for use of the local circuit switching functionality for the affected facilities.

4.2.4 Unbundled Local Switching consists of three separate unbundled elements: Unbundled Ports, End Office Switching Functionality, and End Office Interoffice Trunk Ports.

4.2.5 Unbundled Local Switching combined with Common Transport and, if necessary, Tandem Switching provides to Supra's end user local calling and the ability to presubscribe to a primary carrier for intraLATA and/or to presubscribe to a primary carrier for interLATA toll service.

4.2.6 Provided that Supra purchases unbundled local switching from BellSouth and uses the BellSouth CIC for its end users' LPIC or if a BellSouth local end user selects BellSouth as its LPIC, then the Parties will consider as local any calls originated by an Supra local end user, or originated by a BellSouth local end user and terminated to an Supra local end user, where such calls originate and terminate in the same LATA, except for those calls originated and terminated through switched access arrangements (i.e., calls that are transported by a party other than BellSouth). For such calls, BellSouth will charge Supra the UNE elements for the BellSouth facilities utilized. Neither Party shall bill the other originating or terminating switched access charges for such calls. Intercarrier compensation for local calls between BellSouth and Supra shall be as described in BellSouth's UNE Local Call Flows set forth on BellSouth's web site.

4.2.7 BellSouth shall assess Supra retroactive charges for UNE transport and switching associated with using the BellSouth LPIC if Supra has been able to previously select BellSouth as the end user LPIC prior to the option allowing the selection of a BellSouth provided LATA-wide local calling area being offered.

4.2.8 Where Supra purchases unbundled local switching from BellSouth but does not use the BellSouth CIC for its end users' LPIC, BellSouth will consider as local those direct dialed telephone calls that originate from an Supra end user and terminate within the basic local calling area or within the extended local calling areas and that are dialed using 7 or 10 digits as defined and specified in Section A3 of BellSouth's General Subscriber Services Tariffs. For such local calls, BellSouth will charge Supra the UNE elements for the BellSouth facilities utilized.. Intercarrier compensation for local calls between BellSouth and Supra shall be as described in BellSouth's UNE Local Call Flows set forth on BellSouth's web site.

4.2.9 For any calls that originate and terminate through switched access arrangements (i.e., calls that are transported by a party other than BellSouth), BellSouth shall bill Supra the UNE elements for the BellSouth facilities utilized. Each Party may bill the toll provider originating or terminating switched access charges, as appropriate.

4.2.10 Reverse billed toll calls, such as intraLATA 800 calls, calling card calls and third party billed calls, where BellSouth is the carrier shall also be considered as local calls and Supra shall not bill BellSouth originating or terminating switched access for such calls.

4.2.11 **Unbundled Port Features**

4.2.11.1 Charges for Unbundled Port are as set forth in Exhibit A, and as specified in such exhibit, may or may not include individual features.

4.2.11.2 Where applicable and available, non-switch-based services may be ordered with the Unbundled Port at BellSouth's retail rates.

4.2.11.3 Any features that are not currently available but are technically feasible through the switch can be requested through the BFR/NBR process.

4.2.11.4 BellSouth will provide to Supra selective routing of calls to a requested Operator System platform pursuant to Section 10 of Attachment 1. Any other routing requests by Supra will be made pursuant to the BFR/NBR Process as set forth in General Terms and Conditions.

4.2.12 **Provision for Local Switching**

4.2.12.1 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.

4.2.12.2 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.

4.2.12.3 BellSouth shall perform manual call trace and permit customer originated call trace. 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 the technical specifications set forth in the applicable industry standard technical references.

4.2.12.4 BellSouth shall provide interfaces to adjuncts through Telcordia standard interfaces. These adjuncts can include, but are not limited to, the Service Circuit Node and Automatic Call Distributors. BellSouth shall offer to Supra all AIN triggers in connection with its SMS/SCE offering.

4.2.12.5 BellSouth shall provide access to SS7 Signaling Network or Multi-Frequency trunking if requested by Supra.

4.2.13 **Local Switching Interfaces.**

4.2.13.1 Supra shall order ports and associated interfaces compatible with the services it wishes to provide, as listed in Exhibit A. BellSouth shall provide the following local switching interfaces:

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

4.2.13.1.2 Coin phone signaling;

4.2.13.1.3 Basic Rate Interface ISDN adhering to appropriate Telcordia Technical Requirements;

4.2.13.1.4 Two-wire analog interface to PBX;

4.2.13.1.5 Four-wire analog interface to PBX;

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

4.2.13.1.7 Primary Rate ISDN to PBX adhering to ANSI standards Q.931, Q.932 and appropriate Telcordia Technical Requirements;

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

4.2.13.1.9 Loops adhering to Telcordia TR-NWT-08 and TR-NWT-303 specifications to interconnect Digital Loop Carriers.

4.3 **Tandem Switching**

4.3.1 The Tandem Switching capability Network Element is defined as: (i) trunk-connect facilities, which include, but are not limited to, the connection between trunk termination at a cross connect panel and switch trunk card; (ii) the basic switch trunk function of connecting trunks to trunks; and (iii) the functions that are centralized in the Tandem Switches (as distinguished from separate end office switches), including but not limited to call recording, the routing of calls to operator services and signaling conversion features.

4.3.2 Technical Requirements

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

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

4.3.2.1.2 Tandem Switching will provide screening as jointly agreed to by Supra and BellSouth;

4.3.2.1.3 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;

4.3.2.1.4 Tandem Switching shall provide access to Toll Free number database;

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

4.3.2.1.6 Where appropriate, Tandem Switching shall provide connectivity for the purpose of routing transit traffic to and from other carriers.

4.3.2.2 BellSouth may perform testing and fault isolation on the underlying switch that is providing Tandem Switching. Such testing shall be testing routinely performed by BellSouth. The results and reports of the testing shall be made available to Supra.

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

4.3.2.4 Tandem Switching shall process originating toll-free traffic received from Supra's local switch.

4.3.2.5 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.

4.3.3 Upon Supra's purchase of overflow trunk groups, Tandem Switching shall provide an alternate routing pattern for Supra's traffic overflowing from direct end office high usage trunk groups.

4.4 **AIN Selective Carrier Routing for Operator Services, Directory Assistance and Repair Centers**

4.4.1 BellSouth will provide AIN Selective Carrier Routing at the request of Supra. AIN Selective Carrier Routing will provide Supra with the capability of routing operator calls, 0+ and 0- and 0+ NPA (LNPA) 555-1212 directory assistance, 1+411 directory assistance and 611 repair center calls to pre-selected destinations.

4.4.2 Supra shall order AIN Selective Carrier Routing through its Account Team. AIN Selective Carrier Routing must first be established regionally and then on a per central office, per state basis.

4.4.3 AIN Selective Carrier Routing is not available in DMS 10 switches.

4.4.4 Where AIN Selective Carrier Routing is utilized by Supra, the routing of Supra's end user calls shall be pursuant to information provided by Supra and stored in

BellSouth's AIN Selective Carrier Routing Service Control Point database. AIN Selective Carrier Routing shall utilize a set of Line Class Codes (LCCs) unique to a basic class of service assigned on an 'as needed' basis. The same LCCs will be assigned in each central office where AIN Selective Carrier Routing is established.

4.4.5 Upon ordering of AIN Selective Carrier Routing Regional Service, Supra shall remit to BellSouth the Regional Service Order non-recurring charges set forth in Exhibit A of this Attachment. There shall be a non-recurring End Office Establishment Charge per office due at the addition of each central office where AIN Selective Carrier Routing will be utilized. Said non-recurring charge shall be as set forth in Exhibit A of this Attachment. For each Supra end user activated, there shall be a non-recurring End User Establishment charge as set forth in Exhibit A of this Attachment. Supra shall pay the AIN Selective Carrier Routing Per Query Charge set forth in Exhibit A of this Attachment.

4.4.6 This Regional Service Order non-recurring charge will be non-refundable and will be paid with 1/2 due up-front with the submission of all fully completed required forms, including: Regional Selective Carrier Routing (SCR) Order Request-Form A, Central Office AIN Selective Carrier Routing (SCR) Order Request - Form B, AIN_SCR Central Office Identification Form - Form C, AIN_SCR Routing Options Selection Form - Form D, and Routing Combinations Table - Form E. BellSouth has 30 days to respond to Supra's fully completed firm order as a Regional Service Order. With the delivery of this firm order response to Supra, BellSouth considers that the delivery schedule of this service commences. The remaining 1/2 of the Regional Service Order payment must be paid when at least 90% of the Central Offices listed on the original order have been turned up for the service.

4.4.7 The non-recurring End Office Establishment Charge will be billed to Supra following BellSouth's normal monthly billing cycle for this type of order.

4.4.8 End-User Establishment Orders will not be turned-up until the second payment is received for the Regional Service Order. The non-recurring End-User Establishment Charges will be billed to Supra following BellSouth's normal monthly billing cycle for this type of order.

4.4.9 Additionally, the AIN Selective Carrier Routing Per Query Charge will be billed to Supra following the normal billing cycle for per query charges.

4.4.10 All other network components needed, for example, unbundled switching and unbundled local transport, etc, will be billed per contracted rates.

4.5 **Packet Switching Capability**

4.5.1 The packet switching capability network element is defined as the function of routing or forwarding packets, frames, cells or other data units based on address or other routing information contained in the packets, frames, cells or other data units.

4.5.2 BellSouth shall be required to provide non-discriminatory access to unbundled packet switching capability only where each of the following conditions are satisfied:

4.5.2.1 BellSouth has deployed digital loop carrier systems, including but not limited to, integrated digital loop carrier or universal digital loop carrier systems; or has deployed any other system in which fiber optic facilities replace copper facilities in the distribution section (e.g., end office to remote terminal, pedestal or environmentally controlled vault);

4.5.2.2 There are no spare copper loops capable of supporting the xDSL services Supra seeks to offer;

4.5.2.3 BellSouth has not permitted Supra to deploy a DSLAM at the remote terminal, pedestal or environmentally controlled vault or other interconnection point, nor has Supra obtained a virtual collocation arrangement at these sub-loop interconnection points as defined by 47 CFR § 51.319 (b); and

4.5.2.4 BellSouth has deployed packet switching capability for its own use.

4.5.3 If there is a dispute as to whether BellSouth must provide Packet Switching, such dispute will be resolved according to the dispute resolution process set forth in Section 12 of the General Terms and Conditions of this Agreement, incorporated herein by this reference.

4.6 **Interoffice Transmission Facilities**

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

5. Unbundled Network Element Combinations

5.1 Unbundled Network Element Combinations shall include: 1) Enhanced Extended Links (EELs); 2) Other Non-Switched Combinations; 3) UNE Loop/Special Access Combinations; and 4) UNE Loop/Port Combinations.

5.2 For purposes of this Section, references to "Currently Combined" network elements shall mean that such network elements are in fact already combined by BellSouth in the BellSouth network to provide service to a particular end user at a particular location.

5.3 **Enhanced Extended Links (EELs)**

5.3.1 Where facilities permit and where necessary to comply with an effective FCC and/or State Commission order, or as otherwise mutually agreed by the Parties, BellSouth shall offer access to loop and transport combinations, also known as the Enhanced Extended Link ("EEL") as defined in Section 5.3.2 below.

5.3.2 Subject to Section 5.3.3 below, BellSouth will provide access to the EEL in the combinations set forth in Section 5.3.4 following. Supra shall provide to BellSouth a letter certifying that Supra is providing a significant amount of local exchange service (as described in Sections 5.3.5.2, 5.3.5.3, 5.3.5.4, or 5.3.5.5) over such combinations. This offering is intended to provide connectivity from an end user's location through that end user's SWC to Supra's POP serving wire center. The circuit must be connected to Supra's switch for the purpose of provisioning telephone exchange service to Supra's end-user customers. The EEL will be connected to Supra's facilities in Supra's collocation space at the POP SWC, or Supra may purchase BellSouth's access facilities between Supra's POP and Supra's collocation space at the POP SWC.

5.3.3 BellSouth shall provide EEL combinations to Supra in Georgia and Tennessee regardless of whether or not such EELs are Currently Combined. In all other states, BellSouth shall make available to Supra those EEL combinations described in Section 5.3.4 below only to the extent such combinations are Currently Combined. Furthermore, BellSouth will make available new EEL combinations to Supra in density Zone 1, as defined in 47 CFR 69.123 as of January 1, 1999, in the Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA, MSAs. Except as stated above, EELs will be provided to Supra only to the extent such network elements are Currently Combined.

5.3.4 **EEL Combinations**

5.3.4.1 DS1 Interoffice Channel + DS1 Channelization + 2-wire VG Local Loop

5.3.4.2 DS1 Interoffice Channel + DS1 Channelization + 4-wire VG Local Loop

5.3.4.3 DS1 Interoffice Channel + DS1 Channelization + 2-wire ISDN Local Loop

5.3.4.4 DS1 Interoffice Channel + DS1 Channelization + 4-wire 56 kbps Local Loop

5.3.4.5 DS1 Interoffice Channel + DS1 Channelization + 4-wire 64 kbps Local Loop

5.3.4.6 DS1 Interoffice Channel + DS1 Local Loop

5.3.4.7 DS3 Interoffice Channel + DS3 Local Loop

5.3.4.8 STS-1 Interoffice Channel + STS-1 Local Loop

5.3.4.9 DS3 Interoffice Channel + DS3 Channelization + DS1 Local Loop

5.3.4.10 STS-1 Interoffice Channel + DS3 Channelization + DS1 Local Loop

5.3.4.11 2-wire VG Interoffice Channel + 2-wire VG Local Loop

5.3.4.12 4wire VG Interoffice Channel + 4-wire VG Local Loop

5.3.4.13 4-wire 56 kbps Interoffice Channel + 4-wire 56 kbps Local Loop

5.3.4.14 4-wire 64 kbps Interoffice Channel + 4-wire 64 kbps Local Loop

5.3.5 **Special Access Service Conversions**

5.3.5.1 Supra may not convert special access services to combinations of loop and transport network elements, whether or not Supra self-provides its entrance facilities (or obtains entrance facilities from a third party), unless Supra uses the combination to provide a significant amount of local exchange service, in addition to exchange access service, to a particular customer. To the extent Supra requests to convert any special access services to combinations of loop and transport network elements at UNE prices, Supra shall provide to BellSouth a letter certifying that Supra is providing a significant amount of local exchange service (as described in this Section) over such combinations. The certification letter shall also indicate under what local usage option Supra seeks to qualify for conversion of special access circuits. Supra shall be deemed to be providing a significant amount of local exchange service over such combinations if one of the following options is met:

5.3.5.2 Supra certifies that it is the exclusive provider of an end user's local exchange service. The loop-transport combinations must terminate at Supra's collocation arrangement in at least one BellSouth central office. This option does not allow loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, Supra is the end user's only local service provider, and thus, is providing more than a significant amount of local exchange service. Supra can then use the loop-transport combinations that serve the end user to carry any type of traffic, including using them to carry 100 percent interstate access traffic; or

5.3.5.3 Supra certifies that it provides local exchange and exchange access service to the end user customer's premises and handles at least one third of the end user customer's local traffic measured as a percent of total end user customer local dialtone lines; and for DS1 circuits and above, at least 50 percent of the activated channels on the loop portion of the loop-transport combination have at least 5 percent local voice traffic individually, and the entire loop facility has at least 10 percent local voice traffic. When a loop-transport combination includes multiplexing, each of the individual DS1 circuits must meet these criteria. The loop-transport combination must terminate at Supra's collocation arrangement in

at least one BellSouth central office. This option does not allow loop-transport combinations to be connected to BellSouth tariffed services; or

5.3.5.4 Supra certifies that at least 50 percent of the activated channels on a circuit are used to provide originating and terminating local dialtone service and at least 50 percent of the traffic on each of these local dialtone channels is local voice traffic, and that the entire loop facility has at least 33 percent local voice traffic. When a loop-transport combination includes multiplexing, each of the individual DS1 circuits must meet these criteria. This option does not allow loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, collocation is not required. Supra does not need to provide a defined portion of the end user's local service, but the active channels on any loop-transport combination, and the entire facility, must carry the amount of local exchange traffic specified in this option.

5.3.5.5 In addition, there may be extraordinary circumstances where Supra is providing a significant amount of local exchange service, but does not qualify under any of the three options set forth in Section 5.3.5. In such case, Supra may petition the FCC for a waiver of the local usage options set forth in the June 2, 2000 Order. If a waiver is granted, then upon Supra's request the Parties shall amend this Agreement to the extent necessary to incorporate the terms of such waiver for such extraordinary circumstance.

5.3.5.6 BellSouth may at its sole discretion audit Supra records in order to verify the type of traffic being transmitted over combinations of loop and transport network elements. The audit shall be conducted by a third party independent auditor, and Supra shall be given thirty days written notice of scheduled audit. Such audit shall occur no more than one time in a calendar year, unless results of an audit find noncompliance with the significant amount of local exchange service requirement. In the event of noncompliance, Supra shall reimburse BellSouth for the cost of the audit. If, based on its audits, BellSouth concludes that Supra is not providing a significant amount of local exchange traffic over the combinations of loop and transport network elements, BellSouth may file a complaint with the appropriate Commission, pursuant to the dispute resolution process as set forth in the Interconnection Agreement. In the event that BellSouth prevails, BellSouth may convert such combinations of loop and transport network elements to special access services and may seek appropriate retroactive reimbursement from Supra.

5.3.5.7 Supra may convert special access circuits to combinations of loop and transport UNEs pursuant to the terms of this Section and subject to the termination provisions in the applicable special access tariffs, if any.

5.3.6 **Rates**

5.3.6.1 Georgia and Tennessee

5.3.6.1.1 The non-recurring and recurring rates for the EEL Combinations of network elements set forth in 5.3.4, whether Currently Combined or new, are as set forth in Exhibit A of this Attachment.

5.3.6.1.2 For combinations of loop and transport network elements not set forth in Section 5.3.4, where the elements are not Currently Combined but are ordinarily combined in BellSouth's network, the non-recurring and recurring charges for such UNE combinations shall be the sum of the stand-alone non-recurring and recurring charges of the network elements which make up the combination.

5.3.6.1.3 To the extent that Supra seeks to obtain other combinations of network elements that BellSouth ordinarily combines in its network which have not been specifically priced by the Commission when purchased in combined form, Supra, at its option, can request that such rates be determined pursuant to the BFR/NBR process set forth in this Agreement.

5.3.6.2 All Other States

5.3.6.2.1 Subject to the preceding sections, for all other states, the non-recurring and recurring rates for the Currently Combined EEL combinations set forth in Section 5.3.4 and other Currently Combined network elements will be the sum of the recurring rates for the individual network elements plus a non recurring charge set forth in Exhibit A of this Attachment.

5.3.7 **Multiplexing**

5.3.7.1 Where multiplexing functionality is required in connection with loop and transport combinations, such multiplexing will be provided at the rates and on the terms set forth in this Agreement.

5.4 **Other Non-Switched Combinations**

5.4.1 In the states of Georgia and Tennessee, BellSouth shall make available to Supra, in accordance with Section 5.4.2.1 below: (1) combinations of network elements other than EELs that are Currently Combined; and (2) combinations of network elements other than EELs that are not Currently Combined but that BellSouth ordinarily combines in its network. In all other states, BellSouth shall make available to Supra, in accordance with Section 5.4.2.2 below, combinations of network elements other than EELs only to the extent such combinations are Currently Combined.

5.4.2 Rates

5.4.2.1 Georgia and Tennessee

5.4.2.1.1 The non-recurring and recurring rates for Other Network Element combinations, whether Currently Combined or new, are as set forth in Exhibit A of this Attachment.

5.4.2.1.2 For Other Network Element combinations where the elements are not Currently Combined but are ordinarily combined in BellSouth's network, the non-recurring and recurring charges for such UNE combinations shall be the sum of the stand-alone non-recurring and recurring charges of the network elements that make up the combination.

5.4.2.1.3 To the extent that Supra seeks to obtain other combinations of network elements that BellSouth ordinarily combines in its network which have not been specifically priced by the Commission when purchased in combined form, Supra, at its option, can request that such rates be determined pursuant to the BFR/NBR process set forth in this Agreement.

5.4.2.2 All Other States

5.4.2.2.1 For all other states, the non-recurring and recurring rates for the Other Network Element Combinations that are Currently Combined will be the sum of the recurring rates for the individual network elements plus a non-recurring charge set forth in Exhibit A of this Attachment.

5.5 **UNE Loop/Special Access Combinations**

5.5.1 BellSouth shall make available to Supra a new combination of an unbundled loop and tariffed special access interoffice facilities. To the extent Supra will require multiplexing functionality in connection with such combination, BellSouth will provide access to multiplexing within the central office pursuant to the terms, conditions and rates set forth in its Access Services Tariffs. The tariffed special access interoffice facilities and any associated tariffed services, including but not limited to multiplexing, shall not be eligible for conversion to UNEs as described in Section 5.3.5.

5.5.2 Rates

5.5.2.1 The non-recurring and recurring rates for UNE/Special Access Combinations will be the sum of the unbundled loop rates as set forth in Exhibit A and the interoffice transport rates and multiplexing rates as set forth in the Access Services Tariff.

5.6 **UNE Port/Loop Combinations**

5.6.1 Combinations of port and loop unbundled network elements along with switching and transport unbundled network elements provide local exchange service for the origination or termination of calls. Port/ loop combinations support the same local calling and feature requirements as described in the Unbundled Local Switching or Port section of this Attachment 1 and the ability to presubscribe to a

primary carrier for intraLATA and/or to presubscribe to a primary carrier for interLATA toll service.

5.6.2 BellSouth shall make available Currently Combined UNE port/loop combinations in all BellSouth states and Not Currently Combined UNE port/loop combinations in the states of Georgia and Tennessee.

5.6.3 BellSouth is not required to provide combinations of port and loop network elements on an unbundled basis in locations where, pursuant to FCC rules, BellSouth is not required to provide circuit switching as an unbundled network element.

5.6.4 BellSouth shall not be required to provide local circuit switching as an unbundled network element in density Zone 1, as defined in 47 CFR 69.123 as of January 1, 1999 of the Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA, MSAs to Supra if Supra's customer has 4 or more DS0 equivalent lines.

5.6.5 Combination Offerings

5.6.5.1 2-wire voice grade port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.6.5.2 2-wire voice grade Coin port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.6.5.3 2-wire voice grade DID port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.6.5.4 2-wire CENTREX port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.6.5.5 2-wire ISDN Basic Rate Interface, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.6.5.6 4-wire ISDN Primary Rate Interface, DS1 loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.6.5.7 4-wire DS1 Trunk port, DS1 Loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

5.6.5.8 4-wire DS1 Loop with normal serving wire center channelization interface, 2-wire voice grade ports (PBX), 2-wire DID ports, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

6. Transport, Channelization and Dark Fiber

6.1 **Transport**

6.1.1 Interoffice transmission facility network elements include:

6.1.1.1 Dedicated transport, defined as BellSouth's transmission facilities, is dedicated to a particular customer or carrier that provides telecommunications between wire centers or switches owned by BellSouth, or between wire centers and switches owned by BellSouth and Supra.

6.1.1.2 Dark Fiber transport, defined as BellSouth's optical transmission facilities without attached signal regeneration, multiplexing, aggregation or other electronics;

6.1.1.3 Common (Shared) transport, defined as transmission facilities shared by more than one carrier, including BellSouth, between end office switches, between end office switches and tandem switches, and between tandem switches, in BellSouth's network. Where BellSouth Network Elements are connected by intraoffice wiring, such wiring is provided as part of the Network Element and is not Common (Shared) Transport.

6.1.2 BellSouth shall:

6.1.2.1 Provide Supra exclusive use of interoffice transmission facilities dedicated to a particular customer or carrier, or shared use of the features, functions, and capabilities of interoffice transmission facilities shared by more than one customer or carrier;

6.1.2.2 Provide all technically feasible transmission facilities, features, functions, and capabilities of the transport facility for the provision of telecommunications services;

6.1.2.3 Permit, to the extent technically feasible, Supra to connect such interoffice facilities to equipment designated by Supra, including but not limited to, Supra's collocated facilities; and

6.1.2.4 Permit, to the extent technically feasible, Supra to obtain the functionality provided by BellSouth's digital cross-connect systems.

6.1.3 Technical Requirements of Common (Shared) Transport

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

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

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

6.1.3.4 At a minimum, Common (Shared) Transport shall meet all of the requirements set forth in the applicable industry standards.

6.2 **Dedicated Transport**

6.2.1 Dedicated Transport is composed of the following Unbundled Network Elements:

6.2.1.1 Unbundled Local Channel, defined as the dedicated transmission path between Supra's Point of Presence("POP") and Supra's collocation space in the BellSouth Serving Wire Center for Supra's POP, and

6.2.1.2 Unbundled Interoffice Channel, defined as the dedicated transmission path that provides telecommunication between BellSouth's Serving Wire Centers' collocations.

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

6.2.1.3.1 As capacity on a shared UNE facility.

6.2.1.3.2 As a circuit (e.g., DS0, DS1, DS3) dedicated to Supra.

6.2.1.4 Dedicated Transport may be provided over facilities such as optical fiber, copper twisted pair, and coaxial cable, and shall include transmission equipment such as, line terminating equipment, amplifiers, and regenerators.

6.2.2 Technical Requirements

6.2.2.1 The entire designated transmission service (e.g., DS0, DS1, DS3) shall be dedicated to Supra designated traffic.

6.2.2.2 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 applicable industry standards.

6.2.2.3 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 applicable industry standards.

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

6.2.2.4.1 DS0 Equivalent;

6.2.2.4.2 DS1;

6.2.2.4.3 DS3; and

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

6.2.2.5 BellSouth shall design Dedicated Transport according to its network infrastructure. Supra shall specify the termination points for Dedicated Transport.

6.2.2.6 At a minimum, Dedicated Transport shall meet each of the requirements set forth in the applicable industry technical references.

6.2.2.7 BellSouth Technical References:

6.2.2.7.1 TR-TSY-000191 Alarm Indication Signals Requirements and Objectives, Issue 1, May 1986.

6.2.2.7.2 TR 73501 LightGate®Service Interface and Performance Specifications, Issue D, June 1995.

6.2.2.7.3 TR 73525 MegaLink®Service, MegaLink Channel Service and MegaLink Plus Service Interface and Performance Specifications, Issue C, May 1996.

6.3 **Unbundled Channelization (Multiplexing)**

6.3.1 Unbundled Channelization (UC) provides the multiplexing capability that will allow a DS1 (1.544 Mbps) or DS3 (44.736 Mbps) or STS-1 Unbundled Network Element (UNE) or collocation cross-connect to be multiplexed or channelized at a BellSouth central office. Channelization will be offered with both the high and low speed sides to be connected to collocation. Channelization can be accomplished through the use of a stand-alone multiplexer or a digital cross-connect system at the discretion of BellSouth. Once UC has been installed, Supra may request channel activation on an as-needed basis and BellSouth shall connect

the requested facilities via Central Office Channel Interfaces (COCIs). The COCI must be compatible with the lower capacity facility and ordered with the lower capacity facility.

6.3.2 BellSouth shall make available the following channelization systems:

6.3.2.1 DS3 Channelization System: channelizes a DS3 signal into 28 DS1s/STS-1s.

6.3.2.2 DS1 Channelization System: channelizes a DS1 signal into 24 DS0s.

6.3.3 BellSouth shall make available the following

6.3.3.1 Central Office Channel Interfaces (COCI):

6.3.3.2 DS1 COCI, which can be activated on a DS3 Channelization System.

6.3.3.3 Voice Grade and Digital Data COCI, which can be activated on a DS1 Channelization System.

6.3.3.4 Data COCI, which can be activated on a DS1 Channelization System.

6.3.3.5 AMI and B8ZS line coding with either Super Frame (SF) and Extended Super Frame (ESF) framing formats will be supported as options.

6.3.4 Technical Requirements

6.3.4.1 In order to assure proper operation with BellSouth provided central office multiplexing functionality, Supra's channelization equipment must adhere strictly to form and protocol standards. Supra must also adhere to such applicable industry standards for the multiplex channel bank, for voice frequency encoding, for various signaling schemes, and for sub rate digital access.

6.3.4.2 DS0 to DS1 Channelization

6.3.4.2.1 The DS1 signal must be framed utilizing the framing structure defined in ANSI T1.107, Digital Hierarchy Formats Specifications and ANSI T1.403.02, DS1 Robbed-bit Signaling State Definitions.

6.3.4.3 DS1 to DS3 Channelization

6.3.4.3.1 The DS3 signal must be framed utilizing the framing structure define in ANSI T1.107, Digital Hierarchy Formats Specifications. The asynchronous M13 multiplex format (combination of M12 and M23 formats) is specified for terminal equipment that multiplexes 28 DS1s into a DS3.

6.3.4.4 DS1 to STS Channelization

6.3.4.4.1 The STS-1 signal must be framed utilizing the framing structure define in ANSI T1.105, Synchronous Optical Network (SONET) – Basic Description Including Multiplex Structure, Rates and Formats and T1.105.02, Synchronous Optical Network (SONET) – Payload Mappings.

6.4 **Dark Fiber Transport**

6.4.1 Dark Fiber Transport is an unused optical transmission facility without attached signal regeneration, multiplexing, aggregation or other electronics that connects two points within BellSouth's network. It may be strands of optical fiber existing in aerial or underground structure. BellSouth will not provide line terminating elements, regeneration or other electronics necessary for Supra to utilize Dark Fiber Transport.

6.4.2 Dark Fiber Transport rates are differentiated between Local Channel, Interoffice Channel and Local Loop.

6.4.3 Requirements

6.4.3.1 BellSouth shall make available Dark Fiber Transport where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available. Dark Fiber Transport will not be deemed available if (1) it is used by BellSouth for maintenance and repair purposes, (2) it is designated for use pursuant to a firm order placed by another customer, (3) it is restricted for use by all carriers, including BellSouth, because of transmission problems or because it is scheduled for removal due to documented changes to roads and infrastructure, or (4) BellSouth has plans to use the fiber within a two-year planning period. BellSouth is not required to place fibers for Dark Fiber Transport if there are none available.

6.4.3.2 If the requested Dark Fiber Transport has any lightwave repeater equipment interspliced to it, BellSouth will remove such equipment at Supra's request subject to time and materials charges.

6.4.3.3 Supra is solely responsible for testing the quality of the Dark Fiber Transport to determine its usability and performance specifications.

6.4.3.4 BellSouth shall use its best efforts to provide to Supra information regarding the location, availability and performance of Dark Fiber Transport within ten (10) business days after receiving a request from Supra. Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber Transport.

6.4.3.5 If the requested Dark Fiber Transport is available, BellSouth shall use its commercially reasonable efforts to provision the Dark Fiber Transport to Supra within twenty (20) business days after Supra submits a valid, error free LSR. Provisioning includes identification of appropriate connection points (e.g., Light

Guide Interconnection (LGX) or splice points) to enable Supra to connect or splice Supra provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber Transport.

6.4.3.6 Supra may splice at the end points and test Dark Fiber Transport obtained from BellSouth using Supra or Supra designated personnel. BellSouth shall provide appropriate interfaces to allow splicing and testing of Dark Fiber Transport. For fiber in underground conduit, BellSouth shall provide a minimum of 25 feet of excess cable to allow the uncoiled fiber to reach from the manhole to a splicing van.

7. BellSouth Switched Access ("SWA") 8XX Toll Free Dialing Ten Digit Screening Service

7.1 The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service database ("8XX SCP Database") is a Signaling control Point ("SCP") that contains customer record information and the functionality to provide call-handling instructions for 8XX calls. The 8XX SCP IN software stores data downloaded from the national SMS/8XX database and provides the routing instructions in response to queries from the Switching Service Point ("SSP") or tandem. The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service ("8XX TFD Service") utilizes the 8XX SCP Database to provide identification and routing of the 8XX calls, based on the ten digits dialed. At Supra's option, 8XX TFD Service is provided with or without POTS number delivery, dialing number delivery, and other optional complex features as selected by Supra.

7.2 The 8XX SCP Database is designated to receive and respond to queries using the ANSI Specification of Signaling System Seven (SS7) protocol.

8. Line Information Database (LIDB)

8.1 The Line Information Database (LIDB) is a transaction-oriented database accessible through Common Channel Signaling (CCS) networks. For access to LIDB, Supra must purchase appropriate signaling links pursuant to Section 9 of this Attachment. LIDB contains records associated with end user Line Numbers and Special Billing Numbers. LIDB accepts queries from other Network Elements and provides appropriate responses. The query originator need not be the owner of LIDB data. LIDB queries include functions such as screening billed numbers that provides the ability to accept Collect or Third Number Billing calls and validation of Telephone Line Number based non-proprietary calling cards. The interface for the LIDB functionality is the interface between BellSouth's CCS network and other CCS networks. LIDB also interfaces to administrative systems.

8.2 Technical Requirements

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

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

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

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

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

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

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

8.2.8 BellSouth shall provide priority updates to LIDB for Supra data upon Supra'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.

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

8.2.10 BellSouth shall perform backup and recovery of all of Supra'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.

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

8.2.12 BellSouth shall prevent any access to or use of Supra 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 Supra in writing.

8.2.13 BellSouth shall provide Supra 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 Supra at least at parity with BellSouth Customer Data. BellSouth shall obtain from Supra the screening information associated with LIDB Data Screening of Supra 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 Supra under the BFR/NBR process as set forth in Attachment 12.

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

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

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

8.3 Interface Requirements

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

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

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

8.3.4 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.

9. Signaling

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

9.2 **Signaling Link Transport**

9.2.1 Signaling Link Transport is a set of two or four dedicated 56 kbps transmission paths between Supra-designated Signaling Points of Interconnection that provide appropriate physical diversity.

9.2.2 Technical Requirements

9.2.3 Signaling Link Transport shall consist of full duplex mode 56 kbps transmission paths and shall perform in the following two ways:

9.2.3.1 As an "A-link" Signaling Link Transport is a connection between a switch or SCP and a home Signaling Transfer Point switch pair; and

9.2.3.2 As a "B-link" Signaling Link Transport is a connection between two Signaling Transfer Point switch pairs in different company networks (e.g., between two Signaling Transfer Point switch pairs for two CLECs).

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

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

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

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

9.2.4.4 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

9.2.4.5 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).

9.2.5 Interface Requirements

9.2.5.1 There shall be a DS1 (1.544 Mbps) interface at Supra's designated SPOIs. Each 56 kbps transmission path shall appear as a DS0 channel within the DS1 interface.

9.3 **Signaling Transfer Points (STPs)**

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

9.3.2 Technical Requirements

9.3.2.1 Signaling Transfer Point s shall provide access to BellSouth Local Switching or Tandem Switching and to BellSouth Service Control Points/Databases connected to BellSouth SS7 network. Signaling Transfer Point also provide access to third-party local or tandem switching and Third-party-provided Signaling Transfer Points.

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

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

9.3.2.4 STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as defined in Telcordia ANSI Interconnection Requirements. This includes Global Title Translation (GTT) and SCCP Management procedures, as specified in ANSI T1.112.4. Where the destination signaling point is a Supra or third party local or tandem switching system directly connected to BellSouth SS7 network, BellSouth shall perform final GTT of messages to the destination and SCCP Subsystem Management of the destination. In all other cases, BellSouth shall perform intermediate GTT of messages to a

gateway pair of STPs in an SS7 network connected with BellSouth SS7 network, and shall not perform SCCP Subsystem Management of the destination. If BellSouth performs final GTT to a Supra database, then Supra agrees to provide BellSouth with the Destination Point Code for Supra database.

9.3.2.5 STPs shall provide all functions of the OMAP as specified in applicable industry standard technical references, which may include, where available in BellSouth's network, MTP Routing Verification Test (MRVT); and SCCP Routing Verification Test (SRVT).

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

9.4 **SS7 Advanced Intelligent Network (AIN) Access**

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

9.4.2 SS7 AIN Access shall provide Supra SCP access to an equipped BellSouth local switch via interconnection of BellSouth's SS7 and Supra SS7 Networks. BellSouth shall offer SS7 AIN 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 Supra SCP as at least at parity with BellSouth's SCPs in terms of interfaces, performance and capabilities.

9.4.3 Interface Requirements

9.4.3.1 BellSouth shall provide the following STP options to connect Supra or Supra-designated local switching systems to the BellSouth SS7 network:

9.4.3.1.1 An A-link interface from Supra local switching systems; and,

9.4.3.1.2 A B-link interface from Supra local STPs.

9.4.3.2 Each type of interface shall be provided by one or more layers of signaling links.

9.4.3.3 The Signaling Point of Interconnection for each link shall be located at a cross-connect element in the Central Office (CO) where the BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface.

9.4.3.4 BellSouth shall provide intraoffice diversity between the Signaling Point of Interconnection and BellSouth STPs, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STP.

9.4.3.5 STPs shall provide all functions of the MTP as defined in the applicable industry standard technical references.

9.4.4 Message Screening

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

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

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

9.5 **Service Control Points/Databases**

9.5.1 Call Related Databases provide the storage of, access to, and manipulation of information required to offer a particular service and/or capability. BellSouth shall provide access to the following Databases: Local Number Portability, LIDB, Toll Free Number Database, Automatic Location Identification/Data Management System, and Calling Name Database. BellSouth also provides access to Service Creation Environment and Service Management System (SCE/SMS) application databases and Directory Assistance.

9.5.2 A Service Control Point (SCP) is deployed in a 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.

9.5.3 Technical Requirements for SCPs/Databases

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

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

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

9.6 **Local Number Portability Database**

9.6.1 The Permanent Number Portability (PNP) database supplies routing numbers for calls involving numbers that have been ported from one local service provider to another. 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.

9.7 **SS7 Network Interconnection**

9.7.1 SS7 Network Interconnection is the interconnection of Supra local signaling transfer point switches or Supra local or tandem switching systems with BellSouth signaling transfer point switches. This interconnection provides connectivity that enables the exchange of SS7 messages among BellSouth switching systems and databases, Supra local or tandem switching systems, and other third-party switching systems directly connected to the BellSouth SS7 network.

9.7.2 The connectivity provided by SS7 Network Interconnection shall fully support the functions of BellSouth switching systems and databases and Supra or other third-party switching systems with A-link access to the BellSouth SS7 network.

9.7.3 If traffic is routed based on dialed or translated digits between a Supra 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 Supra local signaling transfer point switches and BellSouth or other third-party local switch.

9.7.4 SS7 Network Interconnection shall provide:

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

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

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

9.7.5 SS7 Network Interconnection shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as specified in ANSI T1.112. This includes Global Title Translation (GTT) and SCCP Management procedures, as specified in ANSI 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 a Supra local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a gateway pair of Supra local STPs, and shall not include SCCP Subsystem Management of the destination.

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

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

9.7.8 If Internetwork MRVT and SRVT become approved ANSI standards and available capabilities of BellSouth STPs, SS7 Network Interconnection may provide these functions of the OMAP.

9.7.9 Interface Requirements

9.7.9.1 The following SS7 Network Interconnection interface options are available to connect Supra or Supra-designated local or tandem switching systems or signaling transfer point switches to the BellSouth SS7 network:

9.7.9.1.1 A-link interface from Supra local or tandem switching systems; and

9.7.9.1.2 B-link interface from Supra STPs.

9.7.9.2 The Signaling Point of Interconnection for each link shall be located at a cross-connect element in the central office where the BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the Signaling Points of interconnection. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface.

9.7.9.3 BellSouth shall provide intraoffice diversity between the Signaling Points of Interconnection and the BellSouth STP, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STP.

9.7.9.4 The protocol interface requirements for SS7 Network Interconnection include the MTP, ISDNUP, SCCP, and TCAP. These protocol interfaces shall conform to the applicable industry standard technical references.

9.7.9.5 BellSouth shall set message screening parameters to accept messages from Supra local or tandem switching systems destined to any signaling point in the BellSouth SS7 network with which the Supra switching system has a valid signaling relationship.

10. Operator Service and Directory Assistance

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

10.2 Upon request for BellSouth Operator Services, BellSouth shall:

10.2.1 Process 0+ and 0- dialed local calls.

10.2.2 Process 0+ and 0- intraLATA toll calls.

10.2.3 Process calls that are billed to Supra end user's calling card that can be validated by BellSouth.

10.2.4 Process person-to-person calls.

10.2.5 Process collect calls.

10.2.6 Provide the capability for callers to bill to a third party and shall also process such calls.

10.2.7 Process station-to-station calls.

10.2.8 Process Busy Line Verify and Emergency Line Interrupt requests.

10.2.9 Process emergency call trace originated by Public Safety Answering Points.

10.2.10 Process operator-assisted directory assistance calls.

10.2.11 Adhere to equal access requirements, providing Supra local end users the same IXC access as provided to BellSouth end users.

10.2.12 Exercise at least the same level of fraud control in providing Operator Service to Supra that BellSouth provides for its own operator service.

10.2.13 Perform Billed Number Screening when handling Collect, Person-to-Person, and Billed-to-Third-Party calls.

10.2.14 Direct customer account and other similar inquiries to the customer service center designated by Supra.

10.2.15 Provide call records to Supra in accordance with ODUF standards specified in Attachment 7.

10.2.16 The interface requirements shall conform to the interface specifications for the platform used to provide Operator Services as long as the interface conforms to industry standards.

10.3 **Directory Assistance Service**

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

10.3.2 Directory Assistance Service shall provide up to two listing requests per call. If available and if requested by Supra's end user, BellSouth shall provide caller-optional directory assistance call completion service at rates contained in this Attachment to one of the provided listings.

10.3.3 **Directory Assistance Service Updates**

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

10.3.3.1.1 New end user connections

10.3.3.1.2 End user disconnections

10.3.3.1.3 End user address changes

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

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

10.4.1 BellSouth's branding feature provides a definable announcement to Supra end users using Directory Assistance (DA)/Operator Call Processing (OCP) prior to placing such end users in queue or connecting them to an available operator or automated operator system. This feature allows Supra to have its calls custom branded with Supra's name on whose behalf BellSouth is providing Directory Assistance and/or Operator Call Processing. Rates for the branding features are set forth in this Attachment.

10.4.2 BellSouth offers three (3) service levels of branding to Supra when ordering BellSouth's Directory Assistance and Operator Call Processing.

10.4.2.1 Service Level 1 - BellSouth Branding

10.4.2.2 Service Level 2 - Unbranding

10.4.2.3 Service Level 3 - Custom Branding

10.4.3 Where Supra resells BellSouth's services or purchases unbundled local switching from BellSouth, and utilizes a directory assistance provider and operator services provider other than BellSouth, BellSouth will route Supra's end user calls to that provider through Selective Carrier Routing.

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

10.4.4.1 Selective Call Routing using Line Class Codes (SCR-LCC) provides the capability for Supra to have its OS/DA calls routed to BellSouth's OS/DA platform for BellSouth provided Custom Branded or Unbranded OS/DA or to its own or an alternate OS/DA platform for Self-Branded OS/DA. SCR-LCC is only available if line class code capacity is available in the requested BellSouth end office switches.

10.4.4.2 Custom Branding for Directory Assistance is not available for certain classes of service, including but not limited to Hotel/Motel services, WATS service, and certain PBX services.

10.4.4.3 Where available, Supra specific and unique line class codes are programmed in each BellSouth end office switch where Supra intends to serve end users with customized OS/DA branding. The line class codes specifically identify Supra's end users so OS/DA calls can be routed over the appropriate trunk group to the requested OS/DA platform. Additional line class codes are required in each end office if the end office serves multiple NPAs (i.e., a unique LCC is required per NPA), and/or if the end office switch serves multiple rate areas and Supra intends to provide Supra -branded OS/DA to its end users in these multiple rate areas.

10.4.4.4 BellSouth Branding is the Default Service Level.

10.4.4.5 SCR-LCC supporting Custom Branding and Self Branding require Supra to order dedicated trunking from each BellSouth end office identified by Supra, either to the BellSouth Traffic Operator Position System (TOPS) for Custom Branding or to the Supra Operator Service Provider for Self Branding. Separate trunk groups are required for Operator Services and for Directory Assistance. Rates for trunks are set forth in applicable BellSouth tariffs.

10.4.4.6 Unbranding - Unbranded Directory Assistance and/or Operator Call Processing calls ride common trunk groups provisioned by BellSouth from those end offices

identified by Supra to the BellSouth TOPS. These calls are routed to "No Announcement."

10.4.4.7 The Rates for SCR-LCC are as set forth in this Attachment. There is a nonrecurring charge for the establishment of each Line Class Code in each BellSouth central office. Furthermore, for Unbranded and Custom Branded OS/DA provided by BellSouth Operator Services with unbundled ports and unbundled port/loop switch combinations, monthly recurring usage charges shall apply for the UNEs necessary to provide the service, such as end office and tandem switching and common transport. A flat rated end office switching charge shall apply to Self-Branded OS/DA when used in conjunction with unbundled ports and unbundled port/loop switch combinations.

10.4.4.8 In addition to the branding methods described in this Section, Unbranding and Custom Branding are also available for Directory Assistance, Operator Call Processing or both via Originating Line Number Screening (OLNS) software. When utilizing this method of Unbranding or Custom Branding, Supra shall not be required to purchase dedicated trunking.

10.4.4.9 For BellSouth to provide Unbranding or Custom Branding via OLNS software for Operator Call Processing or for Directory Assistance, Supra must have its Operating Company Number ("OCN(s)") and telephone numbers reside in BellSouth's LIDB; however, a BellSouth LIDB Storage Agreement is not required. To implement Unbranding and Custom Branding via OLNS software, Supra must submit a manual order form which requires, among other things, Supra's OCN and a forecast for the traffic volume anticipated for each BellSouth TOPS during the peak busy hour. Supra shall provide updates to such forecast on a quarterly basis and at any time such forecasted traffic volumes are expected to change significantly. Upon Supra's purchase of Unbranding or Custom Branding using OLNS software for any particular TOPS, all Supra end users served by that TOPS will receive the Unbranded "no announcement" or the Custom Branded announcement.

10.4.4.10 Rates for Unbranding and Custom Branding via OLNS software for Directory Assistance and for Operator Call Processing are as set forth in this Attachment. Notwithstanding anything to the contrary in this Agreement, to the extent BellSouth is unable to bill Supra applicable charges currently, BellSouth shall track such charges and will bill the same retroactively at such time as a billing process is implemented. In addition to the charges for Unbranding and Custom Branding via OLNS software, Supra shall continue to pay BellSouth applicable labor and other charges for the use of BellSouth's Directory Assistance and Operator Call Processing platforms as set forth in this Attachment. Further, where Supra is purchasing unbundled local switching from BellSouth, UNE usage charges for end office switching, tandem switching and transport, as applicable, shall continue to apply.

10.4.5 **For Facilities Based Carriers**

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

10.4.5.2 Customized Branding includes charges for the recording of the branding announcement and the loading of the audio units in each TOPS Switch and Network Applications Vehicle (NAV) equipment for which Supra requires service.

10.4.5.3 Directory Assistance customized branding uses:

10.4.5.3.1 the recording of Supra;

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

10.4.5.4 Operator Call Processing customized branding uses:

10.4.5.4.1 the recording of Supra;

10.4.5.4.2 the front-end loading of the DRAM in the TOPS Switch;

10.4.5.4.3 the 0- automation loading for the audio units in the Enhanced Billing and Access Service (EBAS) in the Network Applications Vehicle (NAV).

10.5 **Directory Assistance Database Service (DADS)**

10.5.1 BellSouth shall make its Directory Assistance Database Service (DADS) available at the rates set forth in this Attachment solely for the expressed purpose of providing Directory Assistance type services to Supra end users. The term "end user" denotes any entity that obtains Directory Assistance type services for its own use from a DADS customer. Directory Assistance type service is defined as Voice Directory Assistance (DA Operator assisted) and Electronic Directory Assistance (Data System assisted). Supra agrees that DADS will not be used for any purpose that violates federal or state laws, statutes, regulatory orders or tariffs. For the purposes of provisioning a Directory Assistance type service, all terms and conditions of GSST A38 apply and are incorporated by reference herein. Except for the permitted uses, Supra agrees not to disclose DADS to others and shall provide due care in providing for the security and confidentiality of DADS.

10.5.2 BellSouth shall initially provide Supra with a Base File of subscriber listings which reflect all listing change activity occurring since Supra's most recent update via magnetic tape. DADS is available and may be ordered on a Business, Residence or combined Business and Residence listings basis for each central

office requested. BellSouth will require approximately 30- 45 days after receiving an order from Supra to prepare the Base File.

10.5.3 BellSouth will provide updates at least weekly reflecting all listing change activity occurring since Supra's previous update. Delivery of updates will commence immediately after Supra receives the Base File. Updates will be provided via magnetic tape unless BellSouth and Supra mutually develop CONNECT: Direct ™ electronic connectivity. Supra will pay all costs associated with CONNECT: Direct ™ connectivity, which will vary depending upon volume and mileage.

10.5.4 Supra authorizes the inclusion of Supra Directory Assistance listings in the BellSouth Directory Assistance products, including but not limited to DADS. Any other use is not authorized.

10.6 **Direct Access to Directory Assistance Service**

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

10.6.2 Rates, terms and conditions for provisioning DADAS are as set forth in the FCC tariff No. 1.

11. Automatic Location Identification/Data Management System (ALI/DMS)

11.1 The ALI/DMS Database contains end user information (including name, address, telephone information, and sometimes special information from the local service provider or end user) used to determine to which Public Safety Answering Point ("PSAP") to route the call. The ALI/DMS database is used to provide enhanced routing flexibility for E911.

11.2 Technical Requirements

11.2.1 BellSouth shall provide Supra a data link to the ALI/DMS database or permit Supra to provide its own data link to the ALI/DMS database. BellSouth shall provide error reports from the ALI/DMS database to Supra after Supra inputs end user information into the ALI/DMS database. Alternately, Supra may request that BellSouth enter Supra's end user information into the database, and validate end user information.

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

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

11.2.4 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.

11.3 Interface Requirements

11.3.1 The interface between the E911 Switch or Tandem and the ALI/DMS database for Supra end users shall meet industry standards.

12. Calling Name (CNAM) Database Service

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

12.2 Supra shall submit to BellSouth a notice of its intent to access and utilize BellSouth CNAM Database Services. Said notice shall be in writing, no less than 60 days prior to Supra's access to BellSouth's CNAM Database Services and shall be addressed to Supra's Account Manager.

12.3 BellSouth's provision of CNAM Database Services to Supra requires interconnection from Supra to BellSouth CNAM Service Control Points (SCPs). Such interconnections shall be established pursuant to Attachment 3 of this Agreement, incorporated herein by this reference.

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

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

12.6 If Supra queries the BellSouth CNAM SCP via a third party national SS7 transport provider, the third party SS7 provider shall interconnect with the

BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia's CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish SS7 interconnection at one or more of the BellSouth Gateway Signal Transfer Points (STPs). The payment of all costs associated with the transport of SS7 signals via a third party will be established by mutual agreement of the Parties and this Agreement shall be amended in accordance with modification of the General Terms and Conditions incorporated herein by this reference.

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

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

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

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

13.1 BellSouth's Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access shall provide Supra the capability to create service applications in a BellSouth SCE and deploy those applications in a BellSouth SMS to a BellSouth SCP.

13.2 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 Supra. Training, documentation, and technical support will address use of SCE and SMS access and administrative functions, but will not include support for the creation of a specific service application.

13.3 BellSouth SCP shall partition and protect Supra service logic and data from unauthorized access.

13.4 When Supra selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable Supra to use BellSouth's SCE/SMS AIN Access to create and administer applications.

13.4.1 Supra access will be provided via remote data connection (e.g., dial-in, ISDN).

13.4.2 BellSouth shall allow Supra to download data forms and/or tables to BellSouth SCP via BellSouth SMS without intervention from BellSouth.

14. Basic 911 and E911

14.1 Basic 911 and E911 provides a caller access to the applicable emergency service bureau by dialing 911.

14.2 Basic 911 Service Provisioning. BellSouth will provide to Supra 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. Supra 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. Supra will be required to route that call to BellSouth at the appropriate tandem or end office. When a municipality converts to E911 service, Supra will be required to begin using E911 procedures.

14.3 E911 Service Provisioning. Supra shall install a minimum of two dedicated trunks originating from the Supra 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. Supra will be required to provide BellSouth daily updates to the E911 database. Supra 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, Supra 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. Supra shall be responsible for providing BellSouth with complete and accurate data for submission to the 911/E911 database for the purpose of providing 911/E911 to its end users.

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

14.5 Basic 911 and E911 functions provided to Supra shall be at least at parity with the support and services that BellSouth provides to its end users for such similar functionality.

14.6 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 Supra to follow in providing 911/E911 services.

15. Operational Support Systems (OSS)

15.1 BellSouth has developed and made available the following electronic interfaces by which Supra may submit LSRs electronically.

LENS	Local Exchange Navigation System
EDI	Electronic Data Interchange
TAG	Telecommunications Access Gateway

15.2 LSRs submitted by means of one of these electronic interfaces will incur an OSS electronic ordering charge. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (mail, fax, courier, etc.) will incur a manual order charge. All OSS charges are specified in Rate Exhibit A of this Attachment 1.

15.3 Denial/Restoral OSS Charge

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

15.4 Cancellation OSS Charge

15.4.1 Supra will incur an OSS charge for an accepted LSR that is later canceled.

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

15.4.3 Network Elements and Other Services Manual Additive

15.4.3.1 The Commissions in some states have ordered per-element manual additive non-recurring charges (NRC) for Network Elements and Other Services ordered by means other than one of the interactive interfaces. These ordered Network Elements and Other Services manual additive NRCs will apply in these states, rather than the charge per LSR. The per-element charges are listed on the Rate Tables in Exhibit A.

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES					OSS RATES					
								Nonrecurring		Nonrecurring Disconnect		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to Internet Website: http://www interconnection bellsouth com/become_a_clec/html/interconnection.htm																
UNBUNDLED EXCHANGE ACCESS LOOP																	
	2-WIRE ANALOG VOICE GRADE LOOP																
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2	$11.74	$44.68	$20.57	$23 10	$5 92		$10 73			$1 65	
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2	$16 26	$44 68	$20.57	$23.10	$5 92		$10 73			$1 65	
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2	$30 75	$44 68	$20 57	$23.10	$5 92		$10 73			$1 65	
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting- Zone 1		1	UEPSR, UEPSB	UEALS	$11 74	$44 68	$20 57	$23 10	$5 92		$10.73			$1 65	
		2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR, UEPSB	UEALS	$16.26	$44.68	$20.57	$23 10	$5 92		$10 73				
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR, UEPSB	UEALS	$30.75	$44 68	$20.57	$23 10	$5 92		$10 73			$1 65	
		Engineering Information Document (EI)			UEANL			$28.77	$28.77								
		Manual Order Coordination for UVL-SL1s (per loop)*			UEANL	UEAMC		$8 12	$8.12								
		Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR) *			UEANL	OCOSL		$20.75	$20 75								
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	UEA	UEAL2	$13 43	$122 38	$74.35	$57.28	$10 83		$10.73			$1.65	
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	UEA	UEAL2	$18 60	$122.38	$74.35	$57 28	$10 83		$10 73			$1.65	
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA	UEAL2	$35.18	$122 38	$74 35	$57 28	$10.83		$10.73			$1.65	
		Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		$20.75									
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA	UEAR2	$13.43	$122.38	$74 35	$57.28	$10 83		$10 73			$1 65	
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA	UEAR2	$18.60	$122 38	$74.35	$57 28	$10 83		$10 73			$1.65	
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA	UEAR2	$35.18	$122 38	$74 35	$57 28	$10 83		$10.73			$1 65	
		Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		$20 75									
	4-WIRE ANALOG VOICE GRADE LOOP																
		4-Wire Analog Voice Grade Loop - Zone 1		1	UEA	UEAL4	$21.23	$151.34	$103.82	$60 47	$14 02		$10 73			$1 65	
		4-Wire Analog Voice Grade Loop - Zone 2		2	UEA	UEAL4	$29 41	$151.34	$103.82	$60 47	$14.02		$10 73			$1 65	
		4-Wire Analog Voice Grade Loop - Zone 3		3	UEA	UEAL4	$55 63	$151 34	$103 82	$60 47	$14 02		$10.73			$1.65	
		Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		$20 75									
	2-WIRE ISDN DIGITAL GRADE LOOP																
		2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	$20 44	$133 15	$85 12	$56 10	$9.65		$10.73			$1 65	
		2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	$28 31	$133 15	$85.12	$56 10	$9 65		$10 73			$1.65	
		2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	$53.56	$133 15	$85.12	$56 10	$9 65		$10 73			$1 65	
		Order Coordination For Specified Conversion Time (per LSR)			UDN	OCOSL		$20.75									
	2-WIRE Universal Digital Channel (UDC) COMPATIBLE LOOP																
		2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 1		1	UDC	UDC2X	$20 44	$133.15	$85.12	$56 10	$9 65		$10.73			$1 65	
		2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 2		2	UDC	UDC2X	$28.31	$133.15	$85 12	$56 10	$9.65		$10.73			$1.65	

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES					OSS RATES					
												Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Nonrecurring		Nonrecurring							
										Disconnect							
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 3		3	UDC	UDC2X	$53.56	$133.15	$85.12	$56.10	$9.65		$10.73			$1.65	
		2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP															
		2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP															
		2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2X	$11.52	$134.80	$93.62	$67.66	$14.09		$10.73			$1.65	
		2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	$15.96	$134.80	$93.62	$67.66	$14.09		$10.73			$1.65	
		2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	$30.19	$134.80	$93.62	$67.66	$14.09		$10.73			$1.65	
		Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		$20.75									
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 1		1	UAL	UAL2W	$11.52	$112.55	$64.12	$54.67	$8.22		$10.73			$1.65	
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 2		2	UAL	UAL2W	$15.96	$112.55	$64.12	$54.67	$8.22		$10.73			$1.65	
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 3		3	UAL	UAL2W	$30.19	$112.55	$64.12	$54.67	$8.22		$10.73			$1.65	
		Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		$20.75									
		2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
		2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	$9.12	$143.43	$102.25	$67.66	$14.09		$10.73			$1.65	
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	$12.63	$143.43	$102.25	$67.66	$14.09		$10.73			$1.65	
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	$23.90	$143.43	$102.25	$67.66	$14.09		$10.73			$1.65	
		Order Coordination for Specified Conversion Time			UHL	OCOSL		$20.75									
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	$9.12	$121.17	$72.75	$54.67	$8.22		$10.73			$1.65	
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	$12.63	$121.17	$72.75	$54.67	$8.22		$10.73			$1.65	
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	$23.90	$121.17	$72.75	$54.67	$8.22		$10.73			$1.65	
		Order Coordination for Specified Conversion Time			UHL	OCOSL		$20.75									
		4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
		4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	$14.24	$174.28	$125.30	$69.56	$11.37		$10.73			$1.65	
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	$19.72	$174.28	$125.30	$69.56	$11.37		$10.73			$1.65	
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	$37.31	$174.28	$125.30	$69.56	$11.37		$10.73			$1.65	
		Order Coordination for Specified Conversion Time			UHL	OCOSL		$20.75									
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	$14.24	$152.02	$104.11	$56.57	$10.12		$10.73			$1.65	
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	$19.72	$152.02	$104.11	$56.57	$10.12		$10.73			$1.65	
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	$37.31	$152.02	$104.11	$56.57	$10.12		$10.73			$1.65	
		Order Coordination for Specified Conversion Time			UHL	OCOSL		$20.75									

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES					OSS RATES					
												Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Nonrecurring		Nonrecurring							
										Disconnect							
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	4-WIRE DS1 DIGITAL LOOP																
		4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	$69.22	$282.15	$163.51	$47.40	$10.22		$10.73			$1.65	
		4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	$95.89	$282.15	$163.51	$47.40	$10.22		$10.73			$1.65	
		4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	$181.38	$282.15	$163.51	$47.40	$10.22		$10.73			$1.65	
		Order Coordination for Specified Conversion Time			USL	OCOSL		$20.75									
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP																
		4 Wire Unbundled Digital 19.2 Kbps		1	UDL	UDL19	$24.48	$145.66	$98.14	$60.47	$14.02		$10.73			$1.65	
		4 Wire Unbundled Digital 19.2 Kbps		2	UDL	UDL19	$33.91	$145.66	$98.14	$60.47	$14.02		$10.73			$1.65	
		4 Wire Unbundled Digital 19.2 Kbps		3	UDL	UDL19	$64.14	$145.66	$98.14	$60.47	$14.02		$10.73			$1.65	
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL	UDL56	$24.48	$145.66	$98.14	$60.47	$14.02		$10.73			$1.65	
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL	UDL56	$33.91	$145.66	$98.14	$60.47	$14.02		$10.73			$1.65	
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL	UDL56	$64.14	$145.66	$98.14	$60.47	$14.02		$10.73			$1.65	
		Order Coordination for Specified Conversion Time			UDL	OCOSL		$20.75									
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL	UDL64	$24.48	$145.66	$98.14	$60.47	$14.02		$10.73			$1.65	
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL	UDL64	$33.91	$145.66	$98.14	$60.47	$14.02		$10.73			$1.65	
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL	UDL64	$64.14	$145.66	$98.14	$60.47	$14.02		$10.73			$1.65	
		Order Coordination for Specified Conversion Time			UDL	OCOSL		$20.75									
	2-WIRE Unbundled COPPER LOOP																
		2-Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 1		1	UCL	UCLPB	$11.52	$133.88	$92.70	$67.66	$14.09		$10.73			$1.65	
		2-Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 2		2	UCL	UCLPB	$15.96	$133.88	$92.70	$67.66	$14.09		$10.73			$1.65	
		2 Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 3		3	UCL	UCLPB	$30.19	$133.88	$92.70	$67.66	$14.09		$10.73			$1.65	
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		$8.12	$8.12								
		2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 1		1	UCL	UCLPW	$11.52	$111.62	$63.19	$54.67	$8.22		$10.73			$1.65	
		2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 2		2	UCL	UCLPW	$15.96	$111.62	$63.19	$54.67	$8.22		$10.73			$1.65	
		2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 3		3	UCL	UCLPW	$30.19	$111.62	$63.19	$54.67	$8.22		$10.73			$1.65	
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		$8.12	$8.12								
		2-Wire Unbundled Copper Loop/Long - includes manual srvc inquiry and facility reservation - Zone 1		1	UCL	UCL2L	$33.57	$133.88	$92.70	$67.66	$14.09		$10.73			$1.65	
		2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 2		2	UCL	UCL2L	$46.50	$133.88	$92.70	$67.66	$14.09		$10.73			$1.65	
		2-Wire Unbundled Copper Loop/Long - includes manual svc inquiry and facility reservation - Zone 3		3	UCL	UCL2L	$87.96	$133.88	$92.70	$67.66	$14.09		$10.73			$1.65	
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		$8.12	$8.12								
		2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL2W	$33.57	$111.62	$63.19	$54.67	$8.22		$10.73			$1.65	
		2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL2W	$46.50	$111.62	$63.19	$54.67	$8.22		$10.73			$1.65	
		2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL2W	$87.96	$111.62	$63.19	$54.67	$8.22		$10.73			$1.65	
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		$8.12	$8.12								
		2-Wire Unbundled Copper Loop - Non-Designed Zone 1	I	1	UEQ	UEQ2X	$11.01	$44.69	$22.4	$25.65	$7.06		$10.73			$1.65	
		2 Wire Unbundled Copper Loop - Non-Designed - Zone 2	I	2	UEQ	UEQ2X	$12.67	$44.69	$22.4	$25.65	$7.06		$10.73			$1.65	

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES					OSS RATES					
												Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Nonrecurring		Nonrecurring							
										Disconnect							
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2 Wire Unbundled Copper Loop - Non-Designed - Zone 3	I	3	UEQ	UEQ2X	$20 22	$44.69	$22.4	$25 65	$7 06		$10.73			$1.65	
		Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBMC		$8 12	$8 12								
		Engineering Information Document			UEQ			$28 77	$28 77								
		Loop Testing - Basic 1st Half Hour			UEQ	URET1		$78 92	$78.92								
		Loop Testing - Basic Additional Half Hour			UEQ	URETA		$23 33	$23 33								
	4-WIRE COPPER LOOP																
		4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4S	$16.18	$160 36	$119.69	$69 56	$15 99		$10 73			$1 65	
		4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4S	$22.41	$160 36	$119.69	$69 56	$15 99		$10.73			$1.65	
		4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4S	$42.39	$160 36	$119.69	$69 56	$15 99		$10 73			$1 65	
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		$8.12	$8 12								
		4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4W	$16.18	$138.10	$90 19	$56 57	$10.12		$10 73			$1.65	
		4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4W	$22 41	$138 10	$90 19	$56 57	$10.12		$10.73			$1 65	
		4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4W	$42 39	$138 10	$90 19	$56.57	$10.12		$10.73			$1.65	
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		$8 12	$8 12								
		4-Wire Unbundled Copper Loop/Long - includes manual svc inquiry and facility reservation - Zone 1		1	UCL	UCL4L	$57.88	$160 36	$119.69	$69 56	$15 99		$10 73			$1.65	
		4-Wire Unbundled Copper Loop/Long - includes manual svc inquiry and facility reservation - Zone 2		2	UCL	UCL4L	$80 18	$160 36	$119 69	$69 56	$15.99		$10.73			$1.65	
		4-Wire Unbundled Copper Loop/Long - includes manual svc inquiry and facility reservation - Zone 3		3	UCL	UCL4L	$151 67	$160 36	$119 69	$69 56	$15 99		$10 73			$1 65	
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		$8.12	$8.12								
		4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 1		1	UCL	UCL4O	$57.88	$138 10	$90.19	$56 57	$10 12		$10.73			$1 65	
		4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 2		2	UCL	UCL4O	$80.18	$138 10	$90.19	$56 57	$10 12		$10 73			$1 65	
		4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 3		3	UCL	UCL4O	$151 67	$138 10	$90 19	$56 57	$10.12		$10.73			$1.65	
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		$8 12	$8.12								
LOOP MODIFICATION																	
		Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft			UAL, UHL, UCL, UEQ, ULS	ULM2L		$0 0	$0 0								
		Unbundled Loop Modification, Removal of Load Coils - 2 wire greater than 18k ft			UCL, ULS	ULM2G		$309.32	$309.32								
		Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft			UHL, UCL	ULM4L		$0.0	$0 0								
		Unbundled Loop Modification Removal of Load Coils - 4 Wire pair greater than 18k ft			UCL	ULM4G		$309.32	$309 32								
		Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop			UAL, UHL, UCL, UEQ, UEF, ULS	ULMBT		$9 48	$9 48								
SUB-LOOPS																	
	Sub-Loop Distribution																

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES					OSS RATES					
												Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Nonrecurring		Nonrecurring							
										Disconnect							
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up	I		UEANL	USBSA		$467.08	$467.08				$10 73			$1.65	
		Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up	I		UEANL	USBSB		$11 27	$11 27				$10.73			$1.65	
		Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up	I		UEANL	USBSC		$152.58	$152.58				$10 73			$1 65	
		Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up	I		UEANL	USBSD		$43.54	$43 54				$10.73			$1 65	
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN2	$6 90	$54.26	$19 64	$37.03	$4 10		$10 73			$1.65	
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN2	$9 56	$54 26	$19 64	$37 03	$4 10		$10.73			$1.65	
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN2	$18 08	$54 26	$19 64	$37 03	$4.10		$10.73			$1 65	
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		$8 12	$8 12								
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN4	$7 35	$62 05	$27 42	$37 98	$5 05		$10 73			$1.65	
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN4	$10 18	$62.05	$27.42	$37 98	$5 05		$10.73			$1 65	
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN4	$19 25	$62 05	$27.42	$37 98	$5.05		$10 73			$1.65	
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		$8 12	$8 12								
		Sub-Loop 2-Wire Intrabuilding Network Cable (INC)	I		UEANL	USBR2	$3 33	$46 74	$12 11	$37.03	$4.10		$10.73			$1.65	
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		$8.12	$8.12								
		Sub-Loop 4-Wire Intrabuilding Network Cable (INC)	I		UEANL	USBR4	$6.32	$50.41	$15.78	$37.98	$5 05		$10 73			$1 65	
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		$8 12	$8 12								
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	I	1	UEF	UCS2X	$5.66	$54 26	$19 64	$37 03	$4 10		$10.73			$1 65	
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	I	2	UEF	UCS2X	$7 83	$54 26	$19.64	$37 03	$4.10		$10 73			$1 65	
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	I	3	UEF	UCS2X	$14.82	$54.26	$19.64	$37 03	$4 10		$10 73			$1 65	
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		$23 24	$23 24								
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	I	1	UEF	UCS4X	$4 72	$62 05	$27 42	$37.98	$5 05		$10 73			$1 65	
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	I	2	UEF	UCS4X	$6.53	$62 05	$27.42	$37 98	$5 05		$10 73			$1 65	
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	I	3	UEF	UCS4X	$12 36	$62.05	$27 42	$37 98	$5 05		$10 73			$1.65	
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		$8 12	$8 12								
	Sub-Loop Feeder																
		USL-Feeder, DS0 Set-up per Cross Box location - CLEC Distribution Facility set-up			UEA, UDN,UCL,UDL,UDC	USBFW		$467 08									
		USL Feeder - DS0 Set-up per Cross Box location - per 25 pair set-up			UEA, UDN,UCL,UDL,UDC	USBFX		$45.28	$45 28								
		USL Feeder DS1 Set-up at DSX location, per DS1 termination			USL	USBFZ		$522 41	$11 32								
		Unbundled Sub-Loop Feeder Loop, 2 Wire Ground Start, Voice Grade - Zone 1		1	UEA	USBFA	$7 60	$83 62	$46.20	$45 57	$10.19		$10 73			$1 65	
		Unbundled Sub-Loop Feeder Loop, 2 Wire Ground-Start, Voice Grade - Zone 2		2	UEA	USBFA	$10.53	$83 62	$46 20	$45.57	$10 19		$10.73			$1 65	
		Unbundled Sub-Loop Feeder Loop, Per 2 Wire Ground-Start, Voice Grade - Zone 3		3	UEA	USBFA	$19 92	$83 62	$46 20	$45.57	$10.19		$10.73			$1.65	
		Order Coordination for Specified Conversion Time, per LSR			UEA	OCOSL		$20 75									
		Unbundlde Sub-Loop Feeder Loop, 2 Wire Loop-Start, Voice Grade - Zone 1		1	UEA	USBFB	$7.60	$83.62	$46.20	$45.57	$10.19		$10 73			$1.65	
		Unbundled Sub-Loop Feeder Loop, 2 Wire Loop-Start, Voice Grade - Zone 2		2	UEA	USBFB	$10 53	$83 62	$46.20	$45 57	$10.19		$10 73			$1.65	
		Unbundled Sub-Loop Feeder Loop, 2 Wire Start Loop, Voice Grade - Zone 3		3	UEA	USBFB	$19.92	$83 62	$46 20	$45 57	$10 19		$10 73			$1.65	
		Order Coordination for Specified Time Conversion, per LSR			UEA	OCOSL		$20 75									
		Unbundled Sub-Loop Feeder Loop, 2 Wire Reverse Battery, Voice Grade - Zone 1		1	UEA	USBFC	$7 60	$83 62	$46 20	$45 57	$10 19		$10.73			$1 65	
		Unbundled Sub-Loop Feeder Loop, 2 Wire Reverse Battery, Voice Grade - Zone 2		2	UEA	USBFC	$10 53	$83.62	$46.20	$45 57	$10 19		$10 73			$1.65	
		Unbundled Sub-Loop Feeder Loop, 2 Wire Analog Reverse Battery, Voice Grade - Zone 3		3	UEA	USBFC	$19 92	$83.62	$46 20	$45.57	$10 19		$10 73			$1.65	
		Order Coordination For Specified Conversion Time, per LSR			UEA	OCOSL		$20 75									
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground-Start, Voice Grade - Zone 1		1	UEA	USBFD	$16 05	$96 4	$58 12	$48 55	$11 33		$10 73			$1 65	
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground-Start, Voice Grade - Zone 2		2	UEA	USBFD	$22.23	$96 4	$58 12	$48 55	$11 33		$10 73			$1.65	
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground Start, Voice Grade - Zone 3		3	UEA	USBFD	$42 06	$96 4	$58.12	$48 55	$11.33		$10.73			$1.65	
		Order Coordination For Specified Conversion Time, Per LSR			UEA	OCOSL		$20 75									
		Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 1		1	UEA	USBFE	$16.05	$96 4	$58 12	$48 55	$11 33		$10.73			$1 65	
		Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 2		2	UEA	USBFE	$22 23	$96.4	$58 12	$48 55	$11.33		$10.73			$1.65	

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES					OSS RATES					
												Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Nonrecurring		Nonrecurring Disconnect							
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 3		3	UEA	USBFE	$42 06	396 4	$58 12	$48 55	$11.33		$10.73			$1.65	
		Order Coordination For Specified Conversion Time, Per LSR			UEA	OCOSL		$20 75									
		Unbundled Sub-Loop Feeder Loop, 2 Wire ISDN BRI - Zone 1		1	UDN	USBFF	$16 18	$98 91	$60.12	$46 95	$9.74		$10.73			$1.65	
		Unbundled Sub-Loop Feeder Loop, 2-Wire ISDN BRI - Zone 2		2	UDN	USBFF	$22 41	$98 91	$60.12	$46.95	$9 74		$10 73			$1 65	
		Unbundled Sub-Loop Feeder Loop, 2-Wire ISDN BRI - Zone 3		3	UDN	USBFF	$42.39	$98 91	$60 12	$46 95	$9.74		$10 73			$1 65	
		Order Coordination For Specified Conversion Time, Per LSR			UDN	OCOSL		$20 75									
		Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)		1	UDC	USBFS	$16.18	$98.91	$60 12	$46.95	$9.74		$10 73			$1 65	
		Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)		2	UDC	USBFS	$22 41	$98 91	$60 12	$46 95	$9 74		$10 73			$1 65	
		Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)		3	UDC	USBFS	$42.39	$98 91	$60 12	$46 95	$9.74		$10.73			$1 65	
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 1		1	USL	USBFG	$43 64	$120 61	$70 34	$65 07	$16.2		$10 73			$1 65	
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 2		2	USL	USBFG	$60 45	$120 61	$70 34	$65 07	$16 2		$10 73			$1 65	
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 3		3	USL	USBFG	$114.36	$120.61	$70.34	$65 07	$16 2		$10 73			$1 65	
		Order Coordination For Specified Conversion Time, Per LSR			USL	OCOSL		$20 75									
		Unbundled Sub-Loop Feeder, 2-Wire Copper Loop - Zone 1		1	UCL	USBFH	$6.65	$76 87	$38 08	$45 64	$8.43		$10.73			$1 65	
		Unbundled Sub-Loop Feeder Loop, 2-Wire Copper Loop - Zone 2		2	UCL	USBFH	$9.22	$76 87	$38 08	$45 64	$8 43		$10.73			$1.65	
		Unbundled Sub-Loop Feeder Loop, 2-Wire Copper Loop - Zone 3		3	UCL	USBFH	$17 44	$76 87	$38 08	$45.64	$8 43		$10.73			$1.65	
		Order Coordination For Specified Conversion Time, per LSR			UCL	OCOSL		$20 75									
		Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 1		1	UCL	USBFJ	$12 76	$89 85	$51 57	$46 59	$9 38		$10 73			$1 65	
		Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 2		2	UCL	USBFJ	$17.67	$89.85	$51 57	$46 59	$9.38		$10.73			$1.65	
		Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 3		3	UCL	USBFJ	$33.43	$89 85	$51.57	$46.59	$9.38		$10.73			$1 65	
		Order Coordination For Specified Conversion Time, per LSR			UCL	OCOSL		$20 75									
		Sub-Loop Feeder - Per 4-Wire 19 2 Kbps Digital Grade Loop		1	UDL	USBFN	$17.52	$90.72	$52.43	$48.55	$11 33		$10 73			$1.65	
		Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		2	UDL	USBFN	$24.28	$90 72	$52.43	$48 55	$11 33		$10.73			$1.65	
		Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		3	UDL	USBFN	$45 92	$90 72	$52 43	$48 55	$11.33		$10 73			$1 65	
		Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 1		1	UDL	USBFO	$17 52	$90 72	$52 43	$48 55	$11.33		$10 73			$1 65	
		Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 2		2	UDL	USBFO	$24 28	$90.72	$52.43	$48 55	$11.33		$10 73			$1.65	
		Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 3		3	UDL	USBFO	$45 92	$90 72	$52.43	$48 55	$11 33		$10 73			$1 65	
		Order Coordination For Specified Time Conversion, per LSR			UDL	OCOSL		$20 75									
		Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 1		1	UDL	USBFP	$17 52	$90 72	$52 43	$48 55	$11 33		$10 73			$1.65	
		Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 2		2	UDL	USBFP	$24.28	$90 72	$52 43	$48 55	$11 33		$10 73			$1 65	
		Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 3		3	UDL	USBFP	$45 92	$90 72	$52 43	$48 55	$11.33		$10 73			$1.65	
		Order Coordination For Specified Conversion Time, per LSR			UDL	OCOSL		$20 75									
	Unbundled Sub-Loop Modification																
		Unbundled Sub-Loop Modification - 2-W Copper Dist Load Coil/Equip Removal per 2-W PR			UEF	ULM2X		$9.11	$9 11				$10 73			$1.65	
		Unbundled Sub-loop Modification - 4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULM4X		$9 11	$9 11				$10 73			$1 65	
		Unbundled Sub-loop Modification - 2-w/4-w Copper Dist Bridged Tap Removal, per PR unloaded			UEF	ULM4T		$14.05	$14.05				$10 73			$1 65	
	Unbundled Network Terminating Wire (UNTW)																
		Unbundled Network Terminating Wire (UNTW) per Pair			UENTW	UENPP	$0.3682	$21.65	$21 65				$10.73			$1 65	
	Network Interface Device (NID)																
		Network Interface Device (NID) - 1-2 lines			UENTW	UND12		$63.72	$40.94				$10 73			$1 65	
		Network Interface Device (NID) - 1-6 lines			UENTW	UND16		$105 96	$83 17				$10 73			$1 65	
		Network Interface Device Cross Connect - 2 W			UENTW	UNDC2		$7.12	$7.12				$10.73			$1.65	
		Network Interface Device Cross Connect - 4W			UENTW	UNDC4		$7.12	$7.12				$10.73			$1.65	

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES					OSS RATES					
												Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Nonrecurring		Nonrecurring Disconnect							
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED LOOP CONCENTRATION																	
		Unbundled Loop Concentration - System A (TR008)			ULC	UCT8A	$461 86	$324 01	$324 01				$10.73			$1 65	
		Unbundled Loop Concentration - System B (TR008)			ULC	UCT8B	$54 91	$135 00	$135 00				$10 73			$1.65	
		Unbundled Loop Concentration - System A (TR303)			ULC	UCT3A	$500.74	$324.01	$324.01				$10 73			$1.65	
		Unbundled Loop Concentration - System B (TR303)			ULC	UCT3B	$92 53	$135 00	$135 00				$10.73			$1 65	
		Unbundled Loop Concentration - DS1 Loop Interface Card			ULC	UCTCO	$5 18	$64 65	$46.45	$16.67	$4.35		$10 73			$1 65	
		Unbundled Loop Concentration - ISDN Loop Interface (Brite Card)			UDN	ULCC1	$8 22	$14.96	$14.88	$6 11	$6.07		$10.73			$1.65	
		Unbundled Loop Concentration - UDC Loop Interface (Brite Card)			UDC	ULCCU	$8.22	$14.96	$14 88	$6.11	$6 07		$10.73			$1.65	
		Unbundled Loop Concentration - -2 Wire Voice-Loop Start or Ground Start Loop Interface (POTS Card)			UEA	ULCC2	$2 06	$14 96	$14 88	$6 11	$6 07		$10 73			$1 65	
		Unbundled Loop Concentration - 2 Wire Voice - Reverse Battery Loop Interface (SPOTS Card)			UEA	ULCCR	$12 22	$14 96	$14 88	$6 11	$6.07		$10 73			$19 99	
		Unbundled Loop Concentration - 4 Wire Voice Loop Interface (Specials Card)			UEA	ULCC4	$7 29	$14 96	$14.89	$6.11	$6 07		$10.73			$1 65	
		Unbundled Loop Concentration - TEST CIRCUIT Card			ULC	UCTTC	$35 63	$14 96	$14 88	$6 11	$6.07		$10.73			$1 65	
		Unbundled Loop Concentration - Digital 19.2 Kbps Data Loop Interface			UDL	ULCC7	$10 80	$14.96	$14 88	$6 11	$6.07		$10 73			$1 65	
		Unbundled Loop Concentration - Digital 56 Kbps Data Loop Interface			UDL	ULCC5	$10 80	$14 96	$14.88	$6 11	$6.07		$10 73			$1 65	
		Unbundled Loop Concentration - Digital 64 Kbps Data Loop Interface			UDL	ULCC6	$10.80	$14 96	$14 88	$6 11	$6 07		$10 73			$1 65	
UNBUNDLED SUB-LOOP CONCENTRATION (OUTSIDE CO)																	
UNE OTHER, PROVISIONING ONLY - NO RATE																	
		NID - Dispatch and Service Order for NID installation			UENTW	UNDBX											
		UNTW Circuit Id Establishment, Provisioning Only - No Rate			UENTW	UENCE											
		Unbundled Contract Name, Provisioning Only - No Rate			UEANL, UEF,UEQ,UENTW	UNECN											
		Unbundled Contact Name, Provisioning Only - no rate			UAL,UCL,UDC, UDL,UDN,UEA, UHL,ULC	UNECN	$0 0	$0 0									
		Unbundled Sub-Loop Feeder-2 Wire Cross Box Jumper - no rate			UEA,UDN,UCL, UDC	USBFQ	$0.0	$0 0									
		Unbundled Sub-Loop Feeder-4 Wire Cross Box Jumper - no rate			UEA,USL,UCL,UDL	USBFR	$0.0	$0 0									
		Unbundled DS1 Loop - Superframe Format Option - no rate			USL	CCOSF	$0 0	$0.0									
		Unbundled DS1 Loop - Expanded Superframe Format option - no rate			USL	CCOEF	$0 0	$0 0									
HIGH CAPACITY UNBUNDLED LOCAL LOOP																	
	NOTE 4 month minimum billing period																
		High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	$10 06										
		High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	$387 1	$501 59	$309 24	$125 43	$87 3		$10 73			$1 65	
		High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	$10 06										
		High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	$426 68	$501 59	$309 24	$125 43	$87.3		$10.73			$1.65	
LOOP MAKE-UP																	

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES					OSS RATES					
												Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Nonrecurring		Nonrecurring							
										Disconnect							
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual).			UMK	UMKLW		$43.10	$43 10								
		Loop Makeup - Preordering With Reservation, per spare facility queried (Manual).			UMK	UMKLP		$45.72	$45 72								
		Loop Makeup--With or Without Reservation, per working or spare facility queried (Mechanized)			UMK	PSUMK	$0 6757										
LINE SHARING																	
		Line Sharing Splitter, per System 96 Line Capacity	I		ULS	ULSDA	$100.00	$150.00	$0 0	$150 00	$0 0		$0 0				
		Line Sharing Splitter, per System 24 Line Capacity	I		ULS	ULSDB	$25 00	$150 00	$0 0	$150 00	$0.0		$0 0				
		Line Sharing Splitte, Per System, 8 Line Capacity	I		ULS	ULSD8	$8 33	$150 00	$0 0	$150 00	$0 0		$0.0				
		Line Sharing - per Line Activation	I		ULS	ULSDC	$0 61	$40 00	$22.00				$10 73			$1 65	
		Line Sharing - per Subsequent Activity per Line Rearrangement	I		ULS	ULSDS		$30 00	$15 00				$10.73			$1.65	
UNBUNDLED TRANSPORT																	
	COMMON TRANSPORT (Shared)																
		Common Transport - Per Mile, Per MOU					$0.0000039										
		Common Transport - Facilities Termination Per MOU					$0 0004579										
	NOTE: INTEROFFICE CHANNEL - DEDICATED TRANSPORT - minimum billing period, below DS3 = one month, DS3 and above four months																
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT - VOICE GRADE																
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX	$0 0084										
		Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			U1TVX	U1TV2	$26 02	$42 69	$28 66	$16 51	$6 34		$10.73			$1 65	
		Interoffice Channel - Dedicated Transpor t- 2-Wire Voice Grade Rev Bat. - Per Mile per month			U1TVX	1L5XX	$0 0084										
		Interoffice Channel - Dedicated Transport- 2- Wire VG Rev Bat - Facility Termination per month			U1TVX	U1TR2	$26 02	$42.69	$28 66	$16 51	$6 34		$10 73			$1 65	
		Interoffice Channel - Dedicated Transport - 4-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX	$0.0084										
		Interoffice Channel - Dedicated Transport - 4- Wire Voice Grade - Facility Termination per month			U1TVX	U1TV4	$23 2	$42.69	$28.66	$16.51	$6 34		$10.73			$1 65	
		Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			U1TDX	1L5XX	$0.0084										
		Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			U1TDX	U1TD5	$18 95	$42.69	$28 66	$16 51	$6 34		$10.73			$1 65	
		Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			U1TDX	1L5XX	$0.0084										
		Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			U1TDX	U1TD6	$18.95	$42.69	$28 66	$16 51	$6.34		$10 73			$1.65	
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS1																
		Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	$0.171										
		Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			U1TD1	U1TF1	$90 87	$95 16	$88 78	$16 74	$14.85		$10.73			$1.65	
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT- DS3																
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	$3 57										
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	$1,101	$302 43	$197.7	$64 94	$63 61		$10 73			$1 65	
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT- STS-1																
		Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	$3.57										
		Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination per month			U1TS1	U1TFS	$1,085 00	$302 43	$197 7	$64.94	$63.61		$10.73			$1 65	

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES					OSS RATES					
												Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Nonrecurring		Nonrecurring							
										Disconnect							
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	LOCAL CHANNEL - DEDICATED TRANSPORT																
	NOTE: LOCAL CHANNEL DEDICATED TRANSPORT - minimum billing period - below DS3=one month, DS3 and above=four months																
		Local Channel - Dedicated - 2-Wire Voice Grade per month - Zone 1		1	ULCVX	ULDV2	$21 04	$239.67	$42 34	$33 93	$3 61		$10 73			$1.65	
		Local Channel - Dedicated - 2-Wire Voice Grade per month - Zone 2		2	ULCVX	ULDV2	$29 15	$239.67	$42 34	$33.93	$3 61		$10.73			$1 65	
		Local Channel - Dedicated - 2-Wire Voice Grade per month - Zone 3		3	UNCVX	ULDV2	$55 14	$239 67	$42.34	$33.93	$3 61		$10 73			$1 65	
		Local Channel - Dedicated - 2-Wire Voice Grade Rev Bat Per month - Zone 1		1	ULCVX	ULDR2	$21.04	$239 67	$42.34	$33 93	$3 61		$10 73			$1.65	
		Local Channel - Dedicated - 2-Wire Voice Grade Rev. Bat Per Month - Zone 2		2	ULCVX	ULDR2	$29 15	$239 67	$42 34	$33.93	$3 61		$10 73			$1 65	
		Local Channel - Dedicated - 2-Wire Voice Grade Rev Bat. Per Month - Zone 3		3	ULCVX	ULDR2	$55.14	$239.67	$42.34	$33.93	$3.61		$10.73			$1.65	
		Local Channel - Dedicated - 4-Wire Voice Grade per month - Zone 1		1	UNCVX	ULDV4	$21.91	$240 3	$42 97	$34 47	$4 15		$10.73			$1.65	
		Local Channel - Dedicated - 4-Wire Voice Grade per month - Zone 2		2	UNCVX	ULDV4	$30.35	$240.30	$42.97	$34 47	$4 15		$10 73			$1 65	
		Local Channel - Dedicated - 4-Wire Voice Grade per month - Zone 3		3	UNCVX	ULDV4	$57 4	$240.3	$42 97	$34 47	$4.15		$10 73			$1 65	
		Local Channel - Dedicated - DS1 per month - Zone 1		1	ULDD1	ULDF1	$34.49	$195.33	$165.48	$21 9	$15.28		$10 73			$1.65	
		Local Channel - Dedicated - DS1 per month - Zone 2		2	ULDD1	ULDF1	$47 78	$195 33	$165 48	$21 90	$15.28		$10.73			$1 65	
		Local Channel - Dedicated - DS1 per month - Zone 3		3	ULDD1	ULDF1	$90.38	$195 33	$165.48	$21 90	$15 28		$10.73			$1 65	
		Local Channel - Dedicated - DS3 - Per Mile per month			ULDD3	1L5NC	$7 83										
		Local Channel - Dedicated - DS3 - Facility Termination per month			ULDD3	ULDF3	$554 83	$501 59	$309 24	$125 43	$87 3		$10.73			$1.65	
		Local Channel - Dedicated - STS-1- Per Mile per month			ULDS1	1L5NC	$7 83										
		Local Channel - Dedicated - STS-1 - Facility Termination per month			ULDS1	ULDFS	$563 73	$501 59	$309 24	$125 43	$87.3		$10 73			$1.65	
MULTIPLEXERS																	
		Channelization - DS1 to DS0 Channel System			UXTD1	MQ1	$151 74	$91 44	$64 57	$10 00	$9.46		$10.73			$1 65	
		OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2 4-64kbs)			UDL	1D1DD	$2.16	$9 08	$6 38								
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel Systsem - per month			UDN	UC1CA	$3 76	$9.08	$6 38								
		Voice Grade COCI - DS1 to DS0 Channel System - per month			UEA	1D1VG	$1 42	$9 08	$6.38								
		DS3 to DS1 Channel System per month			UXTD3	MQ3	$218 7	$179 66	$106 96	$36 37	$35 22		$10 73			$1 65	
		STS1 to DS1 Channel System per month			UXTS1	MQ3	$218.70	$179 66	$106.96	$36 37	$35 22		$10 73			$1.65	
		DS3 Interface Unit (DS1 COCI) used with Loop per month			USL	UC1D1	$14 24	$9 08	$6.38								
DARK FIBER																	
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Channel			UDF	1L5DC	$54 11										
		NRC Dark Fiber - Local Channel			UDF	UDFC4		$677 34	$174.79	$277 72	$179 41		$10 73			$1.65	
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Interoffice Channel			UDF	1L5DF	$25 14										
		NRC Dark Fiber - Interoffice Channel			UDF	UDF14		$677 34	$174 79	$277 72	$179 41		$10 73			$1 65	
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Loop			UDF	1L5DL	$54.11										
		NRC Dark Fiber - Local Loop			UDF	UDFL4		$677.34	$174.79	$277 72	$179 41		$10 73			$1.65	
TRANSPORT OTHER																	
	Optional Features & Functions																
		Clear Channel Capability (B8ZS/ESF) Option - Subsequent - per DS1 Channel			UNC1X	CCOEF		$184 92	$23 82	$2 07	$0 80		$10.73			$1 65	
		Clear Channel Capability (B8ZS/SF) Option - Subsequent - per DS1 Channel			UNC1X	CCOSF		$184 92	$23 82	$2 07	$0 80		$10.73			$1 65	
8XX ACCESS TEN DIGIT SCREENING																	
		8XX Access Ten Digit Screening, Per Call			OHD		$0.0006165										
		8XX Access Ten Digit Screening, Reservation Charge Per 8XX Number Reserved			OHD	N8R1X		$3 74	$0 64				$10.73			$1.65	
		8XX Access Ten Digit Screening, Per 8XX No. Established W/O POTS Translations			OHD			$7 92	$1 06	$5 20	$0.64		$10.73			$1 65	
		8XX Access Ten Digit Screening, Per 8XX No Established With POTS Translations			OHD	N8FTX		$7.92	$1 06	$5.20	$0.64		$10.73			$1.65	
		8XX Access Ten Digit Screening, Customized Area of Service Per 8XX Number			OHD	N8FCX		$3.74	$1.87				$10.73			$1 65	
		8XX Access Ten Digit Screening, Multiple InterLATA CXR Routing Per CXR Requested Per 8XX No			OHD	N8FMX		$4 37	$2 50				$10 73			$1 65	

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES					OSS RATES					
												Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Nonrecurring		Nonrecurring Disconnect							
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		8XX Access Ten Digit Screening, Change Charge Per Request			OHD	N8FAX		$4 37	$0.64				$10.73			$1 65	
		8XX Access Ten Digit Screening, Call Handling and Destination Features			OHD	N8FDX		$3 74					$10 73			$1.65	
		8XX Access Ten Digit Screening, w/ 8XX No. Delivery, per query			OHD		$0.0006165										
		8XX Access Ten Digit Screening, w/ POTS No. Delivery, per query			OHD		$0 0006165										
LINE INFORMATION DATA BASE ACCESS (LIDB)																	
		LIDB Common Transport Per Query			OQT		$0 0000195										
		LIDB Validation Per Query			OQU		$0.0132254										
		LIDB Originating Point Code Establishment or Change			OQT, OQU	NRPBX		$49 71	$49 71	$49 71	$49.71		$10 73			$1.65	
SIGNALING (CCS7)																	
		CCS7 Signaling Termination, Per STP Port			1DB	PT8SX	$129.77						$10 73			$1 65	
		CCS7 Signaling Usage, Per TCAP Message			1DB		$0 0000592										
	NOTE	Applicable when measurement and billing capability exists															
		CCS7 Signaling Connection, Per link (A link)			1DB	TPP++	$18 39	$39 28	$39 28	$16 51	$16.51		$10 73			$1 65	
		CCS7 Signaling Connection, Per link (B link) (also known as D link)			1DB	TPP++	$18 39	$39.28	$39.28	$16 51	$16 51		$10.73			$1 65	
		CCS7 Signaling Usage, Per ISUP Message			1DB		$0 0000148										
	NOTE	Applicable when measurement and billing capability exists.															
		CCS7 Signaling Usage Surrogate, per link per LATA			1DB	STU56	$676 89						$10.73			$1 65	
		CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected			1DB	CCAPO		$41.5	$41 5				$10 73			$1 65	
		CCS7 Signaling Point Code, per Destination Point Code Establishment or Change, Per Stp Affected			1DB	CCAPD		$8 0	$8.0				$10 73			$1 65	
E911 SERVICE																	
		Local Channel - Dedicated - 2-wr Voice Grade - Zone 1					$21 04	$239.67	$42 34	$33 93	$3 61		$10 73			$1 65	
		Local Channel - Dedicated - 2-wr Voice Grade - Zone 2					$29.15	$239.67	$42.34	$33.93	$3 61		$10 73			$1 65	
		Local Channel - Dedicated - 2-wr Voice Grade - Zone 3					$55 14	$239.67	$42 34	$33 93	$3 61		$10 73			$1 65	
		Interoffice Transport - Dedicated - 2-wr Voice Grade Per Mile					$0 0084										
		Interoffice Transport - Dedicated - 2-wr Voice Grade Per Facility Termination					$26.02	$42.69	$28 66	$16 51	$6.34		$10 73			$1 65	
		Local Channel - Dedicated - DS1 - Zone 1					$34.49	$195 33	$165.48	$21.90	$15 28		$10.73			$1 65	
		Local Channel - Dedicated - DS1 - Zone 2					$47 78	$195 33	$165 48	$21.90	$15 28		$10.73			$1.65	
		Local Channel - Dedicated - DS1 - Zone 3					$90.38	$195 33	$165.48	$21 90	$15 28		$10.73			$1.65	
		Interoffice Transport - Dedicated - DS1 Per Mile					$0 1710										
		Interoffice Transport - Dedicated - DS1 Per Facility Termination					$90 87	$95 16	$88 78	$16 74	$14.85		$10.73			$1.65	
CALLING NAME (CNAM) SERVICE																	
		CNAM for DB Owners, Per Query			OQV		$0.0010161										
		CNAM for Non DB Owners, Per Query			OQV		$0.0010161										
		CNAM For DB Owners - Service Establishment			OQV			$22.85	$22.85	$17.14	$17 14		$10 73			$1.65	
		[illegible]			[illegible]			[illegible]	[illegible]	[illegible]							
		[illegible]			[illegible]			[illegible]	[illegible]	[illegible]							
		CNAM For Non Db Owners - Service Provisioning With Point Code Establishment			OQV			$492 73	$355 07	$322 83	$233 60		$10.73			$1 65	
		CNAM (Non-Databs Owner), NRC, applies when using the Character Based User Interface (CHUI)			OQV	CDDCH		$595.00	$595.000				$10 73			$1 65	
LNP QUERY SERVICE																	
		LNP Charge Per query					$0 000842										
		LNP Service Establishment Manual						$12.46	$12.46	$9 35	$9.35		$10 73			$1 65	
		LNP Service Provisioning with Point Code Establishment						$591.01	$301 93	$218.42	$160.90		$10 73			$1 65	
		OPERATOR SERVICES AND DIRECTORY ASSISTANCE															

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES					OSS RATES					
								Nonrecurring		Nonrecurring Disconnect		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
OPERATOR CALL PROCESSING																	
		Oper. Call Processing - Oper Provided, Per Min - Using BST LIDB					$1 2										
		Oper Call Processing - Oper Provided, Per Min. - Using Foreign LIDB					$1.24										
		Oper Call Processing - Fully Automated, per Call - Using BST LIDB					$0 20										
		Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB					$0 20										
INWARD OPERATOR SERVICES																	
		Inward Operator Services - Verification, Per Call					$1 00										
		Inward Operator Services - Verification and Emergency Interrupt - Per Call					$1 95										
BRANDING - OPERATOR CALL PROCESSING																	
		Recording of Custom Branded OA Announcement				CBAOS		$7,000.00	$7,000 00	$9.61	$9 61		$10 73			$1 65	
		Loading of Custom Branded OA Announcement per shelf/NAV				CBAOL		$500 00	$500.00				$10.73				
DIRECTORY ASSISTANCE SERVICES																	
	DIRECTORY ASSISTANCE ACCESS SERVICE																
		Directory Assistance Access Service Calls, Charge Per Call					$0 275										
	DIRECTORY ASSISTANCE CALL COMPLETION ACCESS SERVICE (DACC)																
		Directory Assistance Call Completion Access Service (DACC), Per Call Attempt					$0.10										
	UNBRANDING																
	DIRECTORY TRANSPORT																
		Directory Transport - Local Channel DS1					$43 64	$242.45	$226 44				$10 73			$1.65	
		Directory Transport - DS1 Level Interoffice Per Mile					$0.6013										
		Directory Transport - DS1 Level Interoffice Per Facility Termination					$99.79	$45.91	$44 18				$10.73			$1 65	
		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										
		Directory Transport - Installation NRC, Per Trunk or Signaling Connection						$206 06	$4 71				$10 73			$1 65	
	DIRECTORY ASSISTANCE DATA BASE SERVICE (DADS)																
		Directory Assistance Data Base Service Charge Per Listing					$0 04										
		Directory Assistance Data Base Service, per month				DBSOF	$150.00										
BRANDING - DIRECTORY ASSISTANCE																	
		Custom Branding Announcement, per Recording to be used with the provision of DA			AMT	CBADA		$3,000 00	$3,000 00								
		Loading of Custom Branded Announcement per DRAM Card/Switch			AMT	CBADC		$690 00	$690 00								
SELECTIVE ROUTING																	
		Selective Routing Per Unique Line Class Code Per Request Per Switch				USRCR		$84 33	$84.33	$11.46	$11 46		$10 73			$1.65	
VIRTUAL COLLOCATION																	
		Virtual Collocation - 2-wire Cross Connects (loop)			ueanl,uea,udn,udc,ual,uhl,ucl,ueq	UEAC2	$0 0297	$33.86	$31.95				$10 73			$1.65	
		Virtual Collocation - 2-wire Cross Connects (port)				VE1R2	$0 0502	$11.57	$11 57				$10.73			$1.65	
		Virtual Collocation - 4-wire Cross Connects (loop)			uea,uhl,ucl,udl	UEAC4	$0 0594	$33.99	$32 00				$10 73			$1.65	
		Virtual Collocation - 4-wire Cross Connects (port)				VE1R4	$0 0502	$11.57	$11.57				$10 73			$1.65	
		Virtual Collocatin - DS1 Cross Connects			USL,ULC	CNC1X	$1.37	$53 30	$40 2								
AIN SELECTIVE CARRIER ROUTING																	
		Regional Service Establishment			SRC	SRCEC		$191,575 00		$6,974 00			$10 73			$1 65	

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES					OSS RATES					
								Nonrecurring		Nonrecurring							
										Disconnect							
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		End Office Establishment			SRC	SRCEO		$168 89	$168 89	$0 63	$0.63		$10 73			$1 65	
		Query NRC, per query			SRC		$0 0030998										
AIN - BELLSOUTH AIN SMS ACCESS SERVICE																	
		AIN SMS Access Service - Service Establishment, Per State, Initial Setup				CAMSE		$39.27	$39.27	$33 04	$33 04		$10.73			$1.65	
		AIN SMS Access Service - Port Connection - Dial/Shared Access				CAMDP		$7 79	$7 79	$7 38	$7 38		$10 73			$1.65	
		AIN SMS Access Service - Port Connection - ISDN Access				CAM1P		$7 79	$7.79	$7 38	$7.38		$10 73			$1 65	
		AIN SMS Access Service - User Identification Codes - Per User ID Code				CAMAU		$34 85	$34 85	$21 97	$21 97		$10 73			$1.65	
		AIN SMS Access Service - Security Card, Per User ID Code, Initial or Replacement				CAMRC		$73 76	$73.76	$9 51	$9.51		$10.73			$1.65	
		AIN SMS Access Service - Storage, Per Unit (100 Kilobytes)					$0 0029										
		AIN SMS Access Service - Session, Per Minute					$0.7985										
		AIN SMS Access Service - Company Performed Session, Per Minute					$0.4155										
AIN - BELLSOUTH AIN TOOLKIT SERVICE																	
		AIN Toolkit Service - Service Establishment Charge, Per State, Initial Setup				BAPSC		$39 27	$39 27	$33 04	$33 04		$10 73			$1 65	
		AIN Toolkit Service - Training Session, Per Customer				BAPVX		$8,406 0000	$8,406.0000				$10 73			$1.65	
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Term Attempt				BAPTT		$7.79	$7.79	$7 38	$7 38		$10 73			$1.65	
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Delay				BAPTD		$7 79	$7.79	$7 38	$7 38		$10 73			$1 65	
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Immediate				BAPTM		$7 79	$7 79	$7 38	$7 38		$10.73			$1.65	
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, 10-Digit PODP				BAPTO		$34 32	$34.32	$11 66	$11 66		$10 73			$1 65	
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, CDP				BAPTC		$34.32	$34 32	$11.66	$11.66		$10 73			$1.65	
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Feature Code				BAPTF		$34.32	$34.32	$11 66	$11.66		$10.73			$1.65	
		AIN Toolkit Service - Query Charge, Per Query					$0.0509436										
		AIN Toolkit Service - Type 1 Node Charge, Per AIN Toolkit Subscription, Per Node, Per Query					$0 0062787										
		AIN Toolkit Service - SCP Storage Charge, Per SMS Access Account, Per 100 Kilobytes					$0 06										
		AIN Toolkit Service - Monthly report - Per AIN Toolkit Service Subscription				BAPMS	$8 00	$7 79	$7.79	$4.47	$4.47		$10 73			$1.65	
		AIN Toolkit Service - Special Study - Per AIN Toolkit Service Subscription				BAPLS	$3.85	$8 62	$8.62				$10 73			$1 65	
		AIN Toolkit Service - Call Event Report - Per AIN Toolkit Service Subscription				BAPDS	$4.28	$7.79	$7 79	$4 47	$4.47		$10.73			$1 65	
		AIN Toolkit Service - Call Event Special Study - Per AIN Toolkit Service Subscription				BAPES	$0.13	$8 62	$8 62				$10.73			$1.65	
ODUF/EDOUF/ADUF/CMDS																	
	ACCESS DAILY USAGE FILE (ADUF)																
		ADUF Message Processing, per message					$0 0139280										
		ADUF Data Transmission (CONNECT DIRECT), per message					$0 00012927										
	ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)																
		EODUF Message Processing, per message					$0 222451										
	OPTIONAL DAILY USAGE FILE (ODUF)																
		ODUF Recording, per message					$0 0000068										
		ODUF Message Processing, per message					$0 006614										
		ODUF Message Processing, per Magnetic Tape provisioned					$48 77										
		ODUF Data Transmission (CONNECT DIRECT), per message					$0 0001077										
ENHANCED EXTENDED LINK (EELs)																	

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES					OSS RATES					
												Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Nonrecurring		Nonrecurring Disconnect							
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	NOTE: New EELs available in State of Georgia, density zone 1 of following SMAs: Orlando, FL; Miami, FL; Ft. Lauderdale, FLI; Nashville, TN; New Orleans, LA;																
	NOTE: Charlotte-Gastonia-Rockhill, NC; Greensboro-Winston Salem-High Point, NC. Use all rates below except Switch As Is Charge.																
	NOTE: In all states, EEL network elements shown below also apply to currently combined facilities which are converted to UNE rates. A Switch As Is Charge applies to currently combined facilities converted to UNEs.(Non-recurring rates do not apply.)																
	NOTE: In Georgia, the EEL network elements apply to ordinarily combined network elements per the GA PSC order.(No Switch As Is Charge)																
	2-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																
		First 2-Wire VG Loop(SL2) in a DS1 Interofficed Transport Combination - Zone 1		1	UNCVX	UEAL2	$13 43	$115 02	$54 58	$43.28	$5 68		$10 73			$1 65	
		First 2-Wire VG Grade Loop(SL2) in a DS1 Interofficed Transport Combination - Zone 2		2	UNCVX	UEAL2	$18 60	$115.02	$54 58	$43 28	$5 68		$10 73			$1 65	
		First 2-Wire VG Grade Loop(SL2) in a DS1 Interofficed Transport Combination - Zone 3		3	UNCVX	UEAL2	$35 18	$115 02	$54.58	$43 28	$5 68		$10 73			$1.65	
		Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	$0 1710										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	$90 87	$157.3	$110 42	$41 12	$16 18		$10.73			$1.65	
		DS1 Channelization System Per Month			UNC1X	MQ1	$151 74	$51 63	$13.29	$1 35	$1.21						
		Voice Grade_COCI - DS1 To Ds0 Interface - Per Month			UNCVX	1D1VG	$1.42	$6 05	$4 36								
		Each Additional 2-Wire VG Loop(SL 2) in the same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL2	$13 43	$115 02	$54.58	$43 28	$5 68		$10.73			$1.65	
		Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL2	$18.60	$115 02	$54 58	$43 28	$5 68		$10 73			$1 65	
		Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL2	$35 18	$115 02	$54 58	$43 28	$5.68		$10 73			$1 65	
		Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	$1.42	$6.05	$4 36								
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		$8.1	$8 1	$8 1	$8.1		$10 73			$1 65	
		4-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)															
		First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	$21 23	$115 02	$54.58	$43 28	$5 68		$10 73			$1 65	
		First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	$29 41	$115 02	$54 58	$43 28	$5 68		$10.73			$1.65	
		First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	$55 63	$115 02	$54 58	$43 28	$5 68		$10 73			$1.65	
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	$0.171										
		Interoffice Transport - Dedicated - DS1 - Facility Termination Per Month			UNC1X	U1TF1	$90 87	$157 3	$110 42	$41 12	$16.18		$10.73			$1.65	
		Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	$151 74	$51 63	$13 3	$1.35	$1 21						
		Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	$1.42	$6 05	$4.36								
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	$21 2	$115 02	$54.58	$43 28	$5 68		$10 73			$1 65	
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	$29 41	$115.02	$54 58	$43.28	$5.68		$10.73			$1 65	
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	$55.6	$115.02	$54 58	$43 28	$5 68		$10 73			$1 65	
		Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	$1 42	$6 05	$4 36								
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		$8 10	$8 10	$8 10	$8 10		$10 73			$1.65	
		4-WIRE 56 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)															

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES					OSS RATES					
												Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Nonrecurring		Nonrecurring							
										Disconnect							
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		First 4-Wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	$24.48	$115.02	$54.58	$43.28	$5.68		$10.73			$1.65	
		First 4-wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	$33.91	$115.02	$54.58	$43.28	$5.68		$10.73			$1.65	
		First 4-Wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	$64.14	$115.02	$54.58	$43.28	$5.68		$10.73			$1.65	
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	$0.2										
		Interoffice Transport - Dedicated - DS1 - combination Facility Termination Per Month			UNC1X	U1TF1	$90.87	$157.3	$110.42	$41.12	$16.18		$10.73			$1.65	
		Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	$151.74	$51.63	$13.3	$1.35	$1.21						
		OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2 4-64kbs)			UNCDX	1D1DD	$2.16	$6.05	$4.36								
		Additional 4-Wire 56Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	$24.48	$115.02	$54.58	$43.28	$5.68		$10.73			$1.65	
		Additional 4-Wire 56Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	$33.91	$115.02	$54.58	$43.28	$5.68		$10.73			$1.65	
		Additional 4-Wire 56Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	$64.14	$115.02	$54.58	$43.28	$5.68		$10.73			$1.65	
		OCU-DP COCI (data) - DS1 to DS0 Channel System - combination per month (2 4-64kbs)			UNCDX	1D1DD	$2.16	$9.08	$6.38								
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		$8.10	$8.10	$8.10	$8.10		$10.73			$1.65	
		4-WIRE 64 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)															
		First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	$24.48	$115.02	$54.58	$43.28	$5.68		$10.73			$1.65	
		First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	$33.91	$115.02	$54.58	$43.28	$5.68		$10.73			$1.65	
		First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	$64.14	$115.02	$54.58	$43.28	$5.68		$10.73			$1.65	
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	$0.2										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	$90.87	$157.30	$110.42	$41.12	$16.18		$10.73			$1.65	
		Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	$151.74	$51.63	$13.29	$1.35	$1.21						
		OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2 4-64kbs)			UNCDX	1D1DD	$2.16	$6.05	$4.36								
		Additional 4-Wire 64Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	$24.48	$115.02	$54.58	$43.28	$5.68		$10.73			$1.65	
		Additional 4-Wire 64Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	$33.91	$115.02	$54.58	$43.28	$5.68		$10.73			$1.65	
		Additional 4-Wire 64Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	$64.14	$115.02	$54.58	$43.28	$5.68		$10.73			$1.65	
		OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2 4-64kbs)			UNCDX	1D1DD	$2.16	$6.05	$4.36								
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		$8.10	$8.10	$8.10	$8.10		$10.73			$1.65	
		4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)															
		4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 1		1	UNC1X	USLXX	$69.22	$196.32	$110.28	$76.38	$13.03		$10.73			$1.65	
		4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 2		2	UNC1X	USLXX	$95.89	$196.32	$110.28	$76.38	$13.03		$10.73			$1.65	
		4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 3		3	UNC1X	USLXX	$181.38	$196.32	$110.28	$76.38	$13.03		$10.73			$1.65	
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	$0.2										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	$90.87	$157.30	$110.42	$41.12	$16.18		$10.73			$1.65	
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		$8.10	$8.10	$8.10	$8.10		$10.73			$1.65	
		4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)															
		First DS1Loop in DS3 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	$69.22	$196.32	$110.28	$76.38	$13.03		$10.73			$1.65	
		First DS1Loop in DS3 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	$95.89	$196.32	$110.28	$76.38	$13.03		$10.73			$1.65	
		First DS1Loop in DS3 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	$181.38	$196.32	$110.28	$76.38	$13.03		$10.73			$1.65	

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES					OSS RATES					
												Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs Electronic-Disc Add'l
								Nonrecurring		Nonrecurring							
										Disconnect							
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Interoffice Transport - Dedicated - DS3 combination - Per Mile Per Month			UNC3X	1L5XX	$3.57										
		Interoffice Transport - Dedicated - DS3 - Facility Termination per month			UNC3X	U1TF3	$1,101 00	$288 5	$124 61	$34 8	$19 96		$10.73			$1 65	
		DS3 to DS1 Channel System combination per month			UNC3X	MQ3	$218 70	$104 13	$50.98	$10 96	$3 84						
		DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	$14.24	$6 05	$4 36								
		Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	$69 22	$196 32	$110 28	$76 38	$13 03		$10.73			$1.65	
		Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	$95.89	$196 32	$110 28	$76 38	$13.03		$10.73			$1.65	
		Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	$181 38	$196.32	$110 28	$76 38	$13 03		$10.73			$1.65	
		DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	$14.24	$6.05	$4 36								
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC3X	UNCCC		$8 10	$8 10	$8 10	$8 10		$10.73			$1.65	
		2-WIRE VOICE GRADE EXTENDED LOOP/ 2 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)															
		2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL2	$13.43	$115 02	$54.58	$43.28	$5 68		$10.73			$1 65	
		2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL2	$18 60	$115.02	$54 58	$43 28	$5.68		$10 73			$1.65	
		2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL2	$35 18	$115 02	$54.58	$43 28	$5.68		$10.73			$1 65	
		Interoffice Transport - Dedicated - 2-wire VG combination - Per Mile Per Month			UNCVX	1L5XX	$0 0084										
		Interoffice Transport - Dedicated - 2- Wire Voice Grade combination - Facility Termination per month			UNCVX	U1TV2	$26 02	$85 38	$47.42	$40.82	$16 25		$10.73			$1.65	
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		$8 10	$8 10	$8 10	$8 10		$10 73			$1.65	
		4-WIRE VOICE GRADE EXTENDED LOOP/ 4 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)															
		4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	$21.23	$115 02	$54.58	$43 28	$5 68		$10 73			$1 65	
		4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	$29.41	$115.02	$54.58	$43 28	$5.68		$10.73			$1.65	
		4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	$55.63	$115 02	$54 58	$43 28	$5.68		$10.73			$1 65	
		Interoffice Transport - Dedicated - 4-wire VG combination - Per Mile Per Month			UNCVX	1L5XX	$0 0084										
		Interoffice Transport - Dedicated - 4- Wire Voice Grade combination - Facility Termination per month			UNCVX	U1TV4	$23 20	$85 38	$47 42	$40.82	$16.25		$10.73			$1.65	
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		$8.10	$8 10	$8 10	$8 10		$10.73			$1.65	
		DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)															
		High Capacity Unbundled Local Loop - DS3 combination - Per Mile per month			UNC3X	1L5ND	$10.06										
		High Capacity Unbundled Local Loop - DS3 combination - Facility Termination per month			UNC3X		$387.10	$220 36	$139 5	$60 49	$23 69						
		Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	$3.57										
		Interoffice Transport - Dedicated - DS3 combination - Facility Termination per per month			UNC3X	U1TF3	$1,101 00	$288 50	$124 61	$34 80	$19.96		$10 73			$1 65	
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC3X	UNCCC		$8.10	$8.10	$8 10	$8 10		$10 73			$1 65	
		STS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS1 INTEROFFICE TRANSPORT (EEL)															
		High Capacity Unbundled Local Loop - STS1 combination - Per Mile per month			UNCSX	1L5ND	$10 06										
		High Capacity Unbundled Local Loop - STS1 combination - Facility Termination per month			UNCSX	UDLS1	$426 68	$220 36	$139.50	$60 49	$23.69						
		Interoffice Transport - Dedicated - STS1 combination - Per Mile per month			UNCSX	1L5XX	$3 57										
		Interoffice Transport - Dedicated - STS1 combination - Facility Termination per month			UNCSX	U1TFS	$1,085 00	$288.50	$124 61	$34 80	$19 96		$10 73			$1 65	
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCSX	UNCCC		$8 10	$8 10	$8.10	$8.10		$10 73			$1.65	
		2-WIRE ISDN EXTENDED LOOP WITH DS1 INTEROFFICE TRANSPORT (EEL)															
		First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 1		1	UNCNX	U1L2X	$20 44	$115 02	$54.58	$43 28	$5 68		$10 73			$1.65	
		First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 2		2	UNCNX	U1L2X	$28 31	$115 02	$54.58	$43 28	$5.68		$10 73			$1.65	
		First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 3		3	UNCNX	U1L2X	$53.56	$115.02	$54.58	$43.28	$5 68		$10.73			$1.65	
		Interoffice Transport - Dedicated - DS1 combination - Per Mile			UNC1X	1L5XX	$0 2										

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES					OSS RATES					
								Nonrecurring		Nonrecurring Disconnect		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Interoffice Transport - Dedicated - DS1 combintion - Facility Termination per month			UNC1X	U1TF1	$90 87	$157 3	$110.42	$41 12	$16.2		$10.73			$1 65	
		Channelization - Channel System DS1 to DS0 combination - per month			UNC1X	MQ1	$151 7	$51.63	$13 3	$1 35	$1.21						
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System combination - per month			UNCNX	UC1CA	$3.76	$6 05	$4 36								
		Additional 2-wire IDSN Loop in same DS1Interoffice Transport Combination - Zone 1		1	UNCNX	U1L2X	$20 44	$115 02	$54.58	$43.28	$5 68		$10.73			$1 65	
		Additional 2-wire IDSN Loop in same DS1Interoffice Transport Combination - Zone 2		2	UNCNX	U1L2X	$28 31	$115 02	$54.58	$43 28	$5 68		$10 73			$1 65	
		Additional 2-wire IDSN Loop in same DS1Interoffice Transport Combination - Zone 3		3	UNCNX	U1L2X	$53 56	$115 02	$54 58	$43 28	$5 68		$10 73			$1.65	
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System combintaion- per month			UNCNX	UC1CA	$3 76	$6.05	$4 36								
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		$8 10	$8 10	$8 10	$8 10		$10 73			$1 65	
		4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT (EEL)															
		First DS1 Loop in STS1 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	$69 22	$196 32	$110 28	$76 38	$13.03		$10 73			$1.65	
		First DS1 Loop in STS1 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	$95.89	$196 32	$110.28	$76 38	$13 03		$10.73			$1 65	
		First DS1 Loop in STS1 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	$181 38	$196 32	$110 28	$76 38	$13.03		$10.73			$1.65	
		Interoffice Transport - Dedicated - STS1 combination - Per Mile Per Month			UNCSX	1L5XX	$3 57										
		Interoffice Transport - Dedicated - STS1 combination - Facility Termination			UNCSX	U1TFS	$1,085.00	$288.5	$124 61	$34 8	$16 96		$10 73			$1 65	
		STS1 to DS1 Channel System combination per month			UNCSX	MQ3	$218 70	$104 13	$50 98	$10 96	$3 84						
		DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	$14 24	$6 05	$4 36								
		Additional DS1Loop in STS1 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	$69 22	$196 32	$110 28	$76 38	$13 03		$10.73			$1 65	
		Additional DS1Loop in STS1 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	$95.89	$196 32	$110 28	$76.38	$13.03		$10 73			$1 65	
		Additional DS1Loop in STS1 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	$181 380	$196 32	$110.28	$76 38	$13 03		$10 73			$1 65	
		DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	$14.24	$6.05	$4 36								
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCSX	UNCCC		$8 10	$8 10	$8 10	$8.10		$10.73			$1.65	
		4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH 56 KBPS INTEROFFICE TRANSPORT (EEL)															
		4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	$24 48	$115 02	$54.58	$43 28	$5.68		$10.73			$1 65	
		4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	$33.91	$115 02	$54 58	$43.28	$5 68		$10 73		$1 65		
		4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	$64.14	$115.02	$54 58	$43 28	$5 68		$10.73			$1 65	
		Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Per Mile			UNCDX	1L5XX	$0 0098										
		Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Facility Termination			UNCDX	U1TD5	$19 31	$85 38	$47.42	$40 82	$16 25		$10 73			$1 65	
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		$8 10	$8 10	$8 10	$8 10		$10 73			$1.65	
		4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH 64 KBPS INTEROFFICE TRANSPORT (EEL)															
		4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	$24.48	$115.02	$54 58	$43 28	$5 68		$10 73			$1.65	
		4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	$33 91	$115 02	$54.58	$43 28	$5 68		$10 73			$1 65	
		4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	$64 14	$115 02	$54 58	$43.28	$5 68		$10 73			$1.65	
		Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Per Mile			UNCDX	1L5XX	$0.0098										
		Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Facility Termination			UNCDX	U1TD6	$19 31	$149 56	$86 00	$71 35	$31 91		$10.73			$1 65	
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		$8 10	$8 10	$8.10	$8.10		$10.73			$1.65	
ADDITIONAL NETWORK ELEMENTS																	
		When used as a part of a currently combined facility, the non-recurrng charges do not apply, but a Switch As Is charge does apply.															
		When used as ordinarily combined network elements in Georgia, the non-recurring charges apply and the Switch As Is Charge does not.															
		Node (SynchroNet)															
		Node per month			UNCDX	UNCNT	$16 35										

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES					OSS RATES					
												Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Nonrecurring		Nonrecurring Disconnect							
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Nonrecurring Currently Combined Network Elements "Switch As Is" Charge (One applies to each combination)																
		2/4-Wire VG Interoffice Channel used in a COMBINATION - "Switch As Is" Conversion Charge			UNCVX	UNCCC		$8.10	$8.10	$8.10	$8.10		$10.73			$1.65	
		56/64 kbps Interoffice Channel used in a COMBINATION - "Switch As Is" Conversion Charge			UNCDX	UNCCC		$8.10	$8.10	$8.10	$8.10		$10.73			$1.65	
		DS1 Interoffice Channel used in a COMBINATION - "Switch As Is" Conversion Charge			UNC1X	UNCCC		$8.10	$8.10	$8.10	$8.10		$10.73			$1.65	
		DS3 Interoffice Channel used in a COMBINATION - "Switch As Is" Conversion Charge			UNC3X	UNCCC		$8.10	$8.10	$8.10	$8.10		$10.73			$1.65	
		STS1 Interoffice or Local Loop used in a COMBINATION - "Switch As Is" Conversion Charge			UNCSX	UNCCC		$8.10	$8.10	$8.10	$8.10		$10.73			$1.65	
	NOTE: Local Channel - Dedicated Transport - minimum billing period - Below DS3=one month, DS3 and above=four months																
OPERATIONAL SUPPORT SYSTEMS																	
	NOTE (1) Electronic Service Order CLEC-1 should contact its contract negotiator if it prefers the state specific electronic service ordering charges as ordered by the State Commissions																
	NOTE (1) Continued: The electronic service ordering charge currently contained in this rate exhibit is the BellSouth regional electronic service ordering charge																
	NOTE. (1) Concluded: CLEC-1 may elect either the state specific Commission ordered rates for the electronic service ordering charges, or CLEC-1 may elect the regional electronic service ordering charge.																
	NOTE: (2) Manual Service Order charge. disconnect, in the state of Florida, to be billed on a per LSR basis																
		Electronic OSS Charge, per LSR, submitted via BST's OSS interactive interfaces (Regional)				SOMEC		$3.50									
UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)																	
	Exchange Ports																
	NOTE. Although the Port Rate includes all available features in GA & TN, the desired features will need to be ordered using retail USOCs																
	2-WIRE VOICE GRADE LINE PORT RATES (RES)																
		Exchange Ports - 2-Wire Analog Line Port- Res			UEPSR	UEPRL	$1.34	$3.37	$3.27	$1.69	$1.62		$10.73			$1.65	
		Exchange Ports - 2-Wire Analog Line Port with Caller ID - Res.			UEPSR	UEPRC	$1.34	$3.37	$3.27	$1.69	$1.62		$10.73			$1.65	
		Exchange Ports - 2-Wire Analog Line Port outgoing only - Res.			UEPSR	UEPRO	$1.34	$3.37	$3.27	$1.69	$1.62		$10.73			$1.65	
		Exchange Ports - 2-Wire VG unbundled Florida area calling with Caller ID - Res			UEPSR	UEPAF	$1.34	$3.37	$3.27	$1.69	$1.62		$10.73			$1.65	
		Exchange Ports - 2-Wire VG unbundled res, low usage line port with Caller ID (LUM)			UEPSR	UEPAP	$1.34	$3.37	$3.27	$1.69	$1.62		$10.73			$1.65	
		Subsequent Activity			UEPSR	USASC	$0.0	$0.0	$0.0								
	FEATURES																
		All Available Vertical Features			UEPSR	UEPVF	$2.17	$0.0	$0.0				$10.73			$1.65	
	2-WIRE VOICE GRADE LINE PORT RATES (BUS)																
		Exchange Ports - 2-Wire Analog Line Port without Caller ID - Bus			UEPSB	UEPBL	$1.34	$3.37	$3.27	$1.69	$1.62		$10.73			$1.65	
		Exchange Ports - 2-Wire VG unbundled Line Port with unbundled port with Caller+E484 ID - Bus			UEPSB	UEPBC	$1.34	$3.37	$3.27	$1.69	$1.62		$10.73			$1.65	
		Exchange Ports - 2-Wire Analog Line Port outgoing only - Bus.			UEPSB	UEPBO	$1.34	$3.37	$3.27	$1.69	$1.62		$10.73			$1.65	
		Exhange Ports - 2-Wire VG unbundled incoming only port with Caller ID - Bus			UEPSB	UEPB1	$1.34	$3.37	$3.27	$1.69	$1.62		$10.73			$1.65	
		Subsequent Activity			UEPSB	USASC	$0.0	$0.0	$0.0								
	FEATURES																

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES					OSS RATES					
												Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Nonrecurring		Nonrecurring							
										Disconnect							
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		All Available Vertical Features			UEPSB	UEPVF	$2 17	$0 0	$0 0				$10.73			$1 65	
	EXCHANGE PORT RATES (DID & PBX)																
		Exchange Ports - 2-Wire DID Port			UEPEX	UEPP2	$8 81	$70.69	$14.26	$37.81	$3.84		$10 73			$1 65	
		Exchange Ports - DDITS Port - 4-Wire DS1 Port with DID capability			UEPDD	UEPDD	$52.73	$136 24	$70 10	$44.00	$2 80		$10.73			$1.65	
		Exchange Ports - 2-Wire ISDN Port (See Notes below.)			UEPTX UEPSX	U1PMA	$8 46	$42 22	$45.69	$24 91	$10 75		$10 73			$1.65	
		All Features Offered			UEPTX UEPSX	UEPVF	$2 17	$0 0	$0 0								
	NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports																
	NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.																
		Exchange Ports - 2-Wire ISDN Port -- Channel Profiles			UEPTX UEPSX	U1UMA	$0 0	$0 0	$0 0								
		Exchange Ports - 4-Wire ISDN DS1 Port			UEPEX	UEPEX	$79 35	$157 42	$85.80	$44 89	$16 43		$10.73			$1.65	
		2-Wire VG Unbundled 2-Way PBX Trunk - Res			UEPSE	UEPRD	$1 34	$35.22	$16 39	$11 14	$0 648		$10 73			$1.65	
		2-Wire VG Line Side Unbundled 2-Way PBX Trunk - Bus			UEPSP	UEPPC	$1.34	$35 22	$16.39	$11.14	$0 648		$10 73			$1 65	
		2-Wire VG Line Side Unbundled Outward PBX Trunk - Bus			UEPSP	UEPPO	$1.34	$35 22	$16.39	$11.14	$0 648		$10.73			$1 65	
		2-Wire VG Line Side Unbundled Incoming PBX Trunk - Bus			UEPSP	UEPP1	$1 34	$35 22	$16 39	$11 14	$0.648		$10.73			$1.65	
		2-Wire Analog Long Distance Terminal PBX Trunk - Bus			UEPSP	UEPLD	$1.34	$35 22	$16 39	$11 14	$0.648		$10.73			$1.65	
		2-Wire Voice Unbundled PBX LD Terminal Ports			UEPSP	UEPLD	$1.34	$35.22	$16 39	$11.14	$0.648		$10 73			$1.65	
		2-Wire Vice Unbundled 2-Way PBX Usage Port			UEPSP	UEPXA	$1 34	$35 22	$16 39	$11 14	$0 648		$10 73			$1 65	
		2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPSP	UEPXB	$1.34	$35.22	$16.39	$11 14	$0 648		$10.73			$1.65	
		2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPSP	UEPXC	$1 34	$35 22	$16 39	$11 14	$0 648		$10 73			$1.65	
		2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPSP	UEPXD	$1.34	$35.22	$16 39	$11 14	$0.648		$10.73			$1.65	
		2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPSP	UEPXE	$1 34	$35 22	$16 39	$11 14	$0 648		$10.73			$1 65	
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hosptal Economy Administrative Calling Port			UEPSP	UEPXL	$1 34	$35 22	$16.39	$11 14	$0.648		$10.73			$1 65	
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPSP	UEPXM	$1 34	$35 22	$16.39	$11 14	$0 648		$10 73			$1 65	
		2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPSP	UEPXO	$1.34	$35.22	$16.39	$11.14	$0 648		$10 73			$1.65	
		2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPSP	UEPXS	$1 34	$35.22	$16 39	$11 14	$0.648		$10 73			$1 65	
		Subsequent Activity			UEPSP	USASC	$0.0	$0.0	$0 0								
	FEATURES																
		All Available Vertical Features			UEPSE	UEPVF	$2 17	$0 0	$0.0				$10 73			$1 65	
	EXCHANGE PORT RATES (COIN)																
		Exchange Ports - Coin Port					$1 34	$3 37	$3 27	$1 69	$1.62		$10.73			$1.65	
	NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.																
	NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process																
UNBUNDLED LOCAL SWITCHING, PORT USAGE																	
	End Office Switching (Port Usage)																
		End Office Switching Function, Per MOU					$0.0007341										
		End Office Trunk Port - Shared, Per MOU					$0 0001571										

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES					OSS RATES					
												Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Nonrecurring		Nonrecurring Disconnect							
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Tandem Switching (Port Usage) (Local or Access Tandem)																
		Tandem Switching Function Per MOU					$0 0001263										
		Tandem Trunk Port - Shared, Per MOU					$0 0002252										
	Common Transport																
		Common Transport - Per Mile, Per MOU					$0.0000034										
		Common Transport - Facilities Termination Per MOU					$0 0004493										
UNBUNDLED PORT/LOOP COMBINATIONS																	
	UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES																
	Cost Based Rates are applied where BellSouth is required by FCC and/or State Commission rule to provide Unbundled Local Switching or Switch Ports																
	Features shall apply to the Unbundled Port/Loop Combination - Cost Based Rate section in the same manner as they are applied to the Stand-Alone Unbundled Port section of this Rate Exhibit																
	End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations																
	For Georgia, the recurring UNE Port and Loop charges listed apply to Currently Combined and Not Currently Combined Combos and the first and additional Port nonrecurring charges apply to Not Currently Combined Combos For Currently Combined Combos in GA and all other states, the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections																
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)																
	UNE Port/Loop Combination Rates																
		2-Wire VG Loop/Port Combo - Zone 1		1			$13 01										
		2-Wire VG Loop/Port Combo - Zone 2		2			$17 15										
		2-Wire VG Loop/Port Combo - Zone 3		3			$30 45										
	UNE Loop Rates																
		2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPRX	UEPLX	$11 89										
		2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPRX	UEPLX	$16 03										
		2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPRX	UEPLX	$29 33										
	2-Wire Voice Grade Line Port Rates (Res)																
		2-Wire voice unbundled port - residence			UEPRX	UEPRL	$1.12						$10 73			$1.65	
		2-Wire voice unbundled port with Caller ID - res			UEPRX	UEPRC	$1 12						$10 73			$1 65	
		2-Wire voice unbundled port outgoing only - res			UEPRX	UEPRO	$1 12						$10 73			$1.65	
		2-Wire voice unbundled Florida Area Calling with Caller ID - res			UEPRX	UEPAF	$1 12						$10.73			$1 65	
		2-Wire voice unbundles res, low usage line port with Caller ID (LUM)			UEPRX	UEPAP	$1.12						$10.73			$1 65	
	FEATURES																
		All Features Offered			UEPRX	UEPVF	$2 17	$0 0	$0.0				$10.73			$1.65	
	LOCAL NUMBER PORTABILITY																
		Local Number Portability (1 per port)			UEPRX	LNPCX	$0.35										
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPRX	USAC2		$0 092	$0 092				$10.73				
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPRX	USACC		$0 092	$0 092				$10 73				
	ADDITIONAL NRCs																
		2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPRX	USAS2	$0 0	$0.0	$0 0								
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)																

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES					OSS RATES					
												Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Nonrecurring		Nonrecurring Disconnect							
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	UNE Port/Loop Combination Rates																
		2-Wire VG Loop/Port Combo - Zone 1		1			$13.01										
		2-Wire VG Loop/Port Combo - Zone 2		2			$17.15										
		2-Wire VG Loop/Port Combo - Zone 3		3			$30.45										
	UNE Loop Rates																
		2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPBX	UEPLX	$11.89										
		2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPBX	UEPLX	$16.03										
		2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPBX	UEPLX	$29.33										
	2-Wire Voice Grade Line Port (Bus)																
		2-Wire voice unbundled port without Caller ID - bus			UEPBX	UEPBL	$1.12						$10.73			$1.65	
		2-Wire voice unbundled port with Caller + E484 ID - bus			UEPBX	UEPBC	$1.12						$10.73			$1.65	
		2-Wire voice unbundled port outgoing only - bus			UEPBX	UEPBO	$1.12						$10.73			$1.65	
		2-Wire voice unbundled incoming only port with Caller ID - Bus			UEPBX	UPEB1	$1.12						$10.73			$1.65	
	LOCAL NUMBER PORTABILITY																
		Local Number Portability (1 per port)			UEPBX	LNPCX	$0.35										
	FEATURES																
		All Features Offered			UEPBX	UEPVF	$2.17	$0.0	$0.0				$10.73			$1.65	
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPBX	USAC2		$0.092	$0.092				$10.73			$1.65	
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPBX	USACC		$0.092	$0.092								
	ADDITIONAL NRCs																
		2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPBX	USAS2							$10.73				
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)																
	UNE Port/Loop Combination Rates																
		2-Wire VG Loop/Port Combo - Zone 1		1			$13.01										
		2-Wire VG Loop/Port Combo - Zone 2		2			$17.15										
		2-Wire VG Loop/Port Combo - Zone 3		3			$30.45										
	UNE Loop Rates																
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPRG	UEPLX	$11.89										
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPRG	UEPLX	$16.03										
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPRG	UEPLX	$29.33										
	2-Wire Voice Grade Line Port Rates (RES - PBX)																
		2-Wire VG Unbundled Combination 2-Way PBX Trunk Port - Res			UEPRG	UEPRD	$1.12						$10.73			$1.65	
	LOCAL NUMBER PORTABILITY																
		Local Number Portability (1 per port)			UEPRG	LNPCP	$3.5										
	FEATURES																
		All Features Offered			UEPRG	UEPVF	$2.17	$0.0	$0.0				$10.73			$1.65	
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES					OSS RATES					
												Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Nonrecurring		Nonrecurring							
										Disconnect							
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is			UEPRG	USAC2		$7 62	$1.72				$10.73				
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change			UEPRG	USACC		$7 62	$1 72				$10 73				
	ADDITIONAL NRCs																
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity			UEPRG	USAS2	$0.0	$0 0	$0 0								
		PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						$7.09	$7 09				$10.73			$1.65	
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)																
	UNE Port/Loop Combination Rates																
		2-Wire VG Loop/Port Combo - Zone 1		1			$13.01										
		2-Wire VG Loop/Port Combo - Zone 2		2			$17 15										
		2-Wire VG Loop/Port Combo - Zone 3		3			$30 45										
	UNE Loop Rates																
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPPX	UEPLX	$11 89										
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPPX	UEPLX	$16 03										
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPPX	UEPLX	$29 33										
	2-Wire Voice Grade Line Port Rates (BUS - PBX)																
		Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus			UEPPX	UEPPC	$1.12						$10 73			$1 65	
		Line Side Unbundled Outward PBX Trunk Port - Bus			UEPPX	UEPPO	$1.12						$10.73			$1.65	
		Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPPX	UEPP1	$1.12						$10 73			$1.65	
		2-Wire Voice Unbundled PBX LD Terminal Ports			UEPPX	UEPLD	$1 12						$10 73			$1 65	
		2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPPX	UEPXA	$1 12						$10 73			$1 65	
		2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPPX	UEPXB	$1 12						$10 73			$1 65	
		2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPPX	UEPXC	$1 12						$10.73			$1.65	
		2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPPX	UEPXD	$1.12						$10.73			$1 65	
		2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPPX	UEPXE	$1 12						$10.73			$1 65	
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPPX	UEPXL	$1 12						$10 73			$1 65	
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPPX	UEPXM	$1.12						$10 73			$1 65	
		2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPPX	UEPXO	$1.12						$10.73			$1 65	
		2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPPX	UEPXS	$1.12						$10.73			$1 65	
	LOCAL NUMBER PORTABILITY																
		Local Number Portability (1 per port)			UEPPX	LNPCP	$3 15										
	FEATURES																
		All Features Offered			UEPPX	UEPVF	$2.17	$0 0	$0 0				$10 73			$1 65	
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is			UEPPX	USAC2		$7.62	$1 72				$10 73			$1 65	
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change			UEPPX	USACC		$7 62	$1 72				$10 73			$1 65	
	ADDITIONAL NRCs																
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity			UEPPX	USAS2	$0 0	$0 0	$0 0								

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES					OSS RATES					
												Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Nonrecurring		Nonrecurring							
										Disconnect							
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						$7.09	$7.09				$10.73			$1.65	
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE ANALOG LINE COIN PORT																
	UNE Port/Loop Combination Rates																
		2-Wire VG Coin Port/Loop Combo – Zone 1					$13.01										
		2-Wire VG Coin Port/Loop Combo – Zone 2					$17.15										
		2-Wire VG Coin Port/Loop Combo – Zone 3					$30.45										
	UNE Loop Rates																
		2-Wire Voice Grade Loop (SL1) - Zone 1			UEPCO	UEPLX	$11.89										
		2-Wire Voice Grade Loop (SL1) - Zone 2			UEPCO	UEPLX	$16.03										
		2-Wire Voice Grade Loop (SL1) - Zone 3			UEPCO	UEPLX	$29.33										
	2-Wire Voice Grade Line Ports (COIN)																
		2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (FL)			UEPCO	UEP2F	$1.12						$10.73			$1.65	
		2-Wire Coin 2-Way with Operator Screening and 011 Blocking (FL)			UEPCO	UEPFA	$1.12						$10.73			$1.65	
		2-Wire Coin 2-Way with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (FL)			UEPCO	UEPCG	$1.12						$10.73			$1.65	
		2-Wire Coin Outward with Operator Screening and 011 Blocking (AL, FL)			UEPCO	UEPRK	$1.12						$10.73			$1.65	
		2-Wire Coin Outward with Operator Screening and Blocking: 900/976, 1+DDD, 011+ (FL)			UEPCO	UEPOF	$1.12						$10.73			$1.65	
		2-Wire Coin Outward with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (FL, GA)			UEPCO	UEPCQ	$1.12						$10.73			$1.65	
		2-Wire 2-Way Smartline with 900/976 (all states except LA)			UEPCO	UEPCK	$1.12						$10.73			$1.65	
		2-Wire Coin Outward Smartline with 900/976 (all states except LA)			UEPCO	UEPCR	$1.12						$10.73			$1.65	
	ADDITIONAL UNE COIN PORT/LOOP (RC)																
		UNE Coin Port/Loop Combo Usage (Flat Rate)			UEPCO	URECU	$1.86	$0.0	$0.0								
	LOCAL NUMBER PORTABILITY																
		Local Number Portability (1 per port)			UEPCO	LNPCX	$0.35										
	NONRECURRING CHARGES - CURRENTLY COMBINED																
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPCO	USAC2		$0.092	$0.092				$10.73			$1.65	
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPCO	USACC		$0.092	$0.092				$10.73			$1.65	
	ADDITIONAL NRCs																
		2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPCO	USAS2		$0.0	$0.0				$10.73				
	2-WIRE VOICE GRADE LOOP- BUS ONLY - WITH 2-WIRE DID TRUNK PORT																
	UNE Port/Loop Combination Rates																
		2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 1		1			$22.22										
		2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 2		2			$27.39										
		2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 3		3			$43.79										
	UNE Loop Rates																
		2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 1		1	UEPPX	UECD1	$13.43	$122.38	$74.35	$57.28	$10.83		$10.73			$1.65	

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES					OSS RATES					
												Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Nonrecurring		Nonrecurring							
										Disconnect							
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 2		2	UEPPX	UECD1	$18 60	$122 38	$74 35	$57 28	$10.83		$10 73			$1.65	
		2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 3		3	UEPPX	UECD1	$35 18	$122 38	$74 35	$57 28	$10 83		$10 73			$1 65	
	UNE Port Rate																
		Exchange Ports - 2-Wire DID Port			UEPPX	UEPD1	$8 79	$70.69	$14.26	$37 81	$3.84		$10.73			$1.65	
	NONRECURRING CHARGES - CURRENTLY COMBINED																
		2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Combination - Switch-as-is			UEPPX	USAC1		$7 08	$1 69				$10 73			$1 65	
		2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Conversion with BellSouth Allowable Changes			UEPPX	USA1C		$7 08	$1.69				$10 73			$1 65	
	ADDITIONAL NRCs																
		2-Wire DID Subsequent Activity - Add Trunks, Per Trunk			UEPPX	USAS1		$29 08	$29 08				$10 73			$1.65	
	Telephone Number/Trunk Group Establisment Charges																
		DID Trunk Termination (One Per Port)			UEPPX	NDT	$0.00	$0 00	$0 00				$10.73			$1 65	
		DID Numbers, Establish Trunk Group and Provide First Group of 20 DID Numbers			UEPPX	NDZ	$0.00	$0.00	$0 00				$10.73			$1.65	
		Additional DID Numbers for each Group of 20 DID Numbers			UEPPX	ND4	$0 00	$0.00	$0.00				$10 73			$1.65	
		DID Numbers, Non- consecutive DID Numbers , Per Number			UEPPX	ND5	$0 00	$0 00	$0 00				$10 73			$1 65	
		Reserve Non-Consecutive DID numbers			UEPPX	ND6	$0 00	$0.00	$0 00				$10.73			$1 65	
		Reserve DID Numbers			UEPPX	NDV	$0 00	$0 00	$0.00				$10 73			$1.65	
	LOCAL NUMBER PORTABILITY																
		Local Number Portability (1 per port)			UEPPX	LNPCP	$3 15										
	2-WIRE ISDN DIGITAL GRADE LOOP WITH 2-WIRE ISDN DIGITAL LINE SIDE PORT																
	UNE Port/Loop Combination Rates																
		2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 1		1	UEPPB UEPPR		$30.29										
		2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 2		2	UEPPB UEPPR		$36 51										
		2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 3		3	UEPPB UEPPR		$56 45										
	UNE Loop Rates																
		2-Wire ISDN Digital Grade Loop - UNE Zone 1		1	UEPPB UEPPR	USL2X	$23 22	$133.15	$85 12	$56 10	$9 65		$10.73			$1 65	
		2-Wire ISDN Digital Grade Loop - UNE Zone 2		2	UEPPB UEPPR	USL2X	$29 44	$133.15	$85 12	$56.10	$9 65		$10.73			$1 65	
		2-Wire ISDN Digital Grade Loop - UNE Zone 3		3	UEPPB UEPPR	USL2X	$49 38	$133 15	$85.12	$56.10	$9.65		$10 73			$1 65	
	UNE Port Rate																
		Exchange Port - 2-Wire ISDN Line Side Port			UEPPB UEPPR	UEPPB	$7 07	$42 22	$45 69	$24 91	$10 75		$10.73			$1.65	
	NONRECURRING CHARGES - CURRENTLY COMBINED																
		2-Wire ISDN Digital Grade Loop / 2-Wire ISDN Line Side Port Combination - Conversion			UEPPB UEPPR	USACB	$0 0	$27 61	$15 33				$10 73			$1.65	
	ADDITIONAL NRCs																
	LOCAL NUMBER PORTABILITY																
		Local Number Portability (1 per port)			UEPPB UEPPR	LNPCX	$0 35	$0.00	$0 00								
	B-CHANNEL USER PROFILE ACCESS:																

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES					OSS RATES					
												Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Nonrecurring		Nonrecurring							
										Disconnect							
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		CVS/CSD (DMS/5ESS)			UEPPB UEPPR	U1UCA	$0.00	$0.00	$0.00								
		CVS (EWSD)			UEPPB UEPPR	U1UCB	$0.00	$0.00	$0.00								
		CSD			UEPPB UEPPR	U1UCC	$0.00	$0.00	$0.00								
	B-CHANNEL AREA PLUS USER PROFILE ACCESS: (AL,KY,LA,MS SC,MS, & TN)																
	USER TERMINAL PROFILE																
		User Terminal Profile (EWSD only)			UEPPR	U1UMA	$0.00	$0.00	$0.00								
	VERTICAL FEATURES																
		All Vertical Features - One per Channel B User Profile			UEPPB UEPPR	UEPVF	$2.17	$0.00	$0.00								
	INTEROFFICE CHANNEL MILEAGE																
		Interoffice Channel mileage each, including first mile and facilities termination			UEPPB UEPPR	M1GNC	$19.79	$42.69	$28.66	$16.51	$6.34		$10.73			$1.65	
		Interoffice Channel mileage each, additional mile			UEPPB UEPPR	M1GNM	$0.0084	$0.00	$0.00				$10.73			$1.65	
	4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE ISDN DS1 DIGITAL TRUNK PORT																
	UNE Port/Loop Combination Rates																
		4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 1		1	UEPPP		$148.57										
		4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 2		2	UEPPP		$175.24										
		4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 3		3	UEPPP		$260.73										
	UNE Loop Rates																
		4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPPP	USL4P	$69.22	$282.15	$163.51	$47.40	$10.22		$10.73			$1.65	
		4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPPP	USL4P	$95.89	$282.15	$163.51	$47.40	$47.40		$10.73			$1.65	
		4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPPP	USL4P	$181.38	$282.15	$163.51	$47.40	$10.22		$10.73			$1.65	
	UNE Port Rate																
		Exchange Ports - 4-Wire ISDN DS1 Port			UEPPP	UEPPP	$79.35	$157.42	$85.80	$44.89	$16.43		$10.73			$1.65	
	NONRECURRING CHARGES - CURRENTLY COMBINED																
		4-Wire DS1 Digital Loop / 4-Wire ISDN DS1 Digital Trunk Port Combination - Conversion -Switch-as-is			UEPPP	USACP	$0.00	$61.25	$55.34				$10.73			$1.65	
	ADDITIONAL NRCs																
		4-Wire DS1 Loop/4-W ISDN Digtl Trk Port - Subsqt Actvy- Inward/two way tel nos within Std Allowance			UEPPP	PR7TF		$0.4879					$10.73			$1.65	
		4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trunk Port - Outward Tel Numbers (All States except NC)			UEPPP	PR7TO		$11.46	$11.46				$10.73			$1.65	
		4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trk Port - Subsequent Inward Tel Nos Above Std Allowance			UEPPP	PR7ZT		$22.92	$22.92				$10.73			$1.65	
	LOCAL NUMBER PORTABILITY																
		Local Number Portability (1 per port)			UEPPP	LNPCN	$1.75										
	INTERFACE (Provisioning Only)																
		Voice/Data			UEPPP	PR71V	$0.00	$0.00	$0.00								
		Digital Data			UEPPP	PR71D	$0.00	$0.00	$0.00								
		Inward Data			UEPPP	PR71E	$0.00	$0.00	$0.00								

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES					OSS RATES					
												Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Nonrecurring		Nonrecurring Disconnect							
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	New or Additional "B" Channel																
		New or Additional - Voice/Data B Channel			UEPPP	PR7BV	$0 00	$13 96					$10.73			$1 65	
		New or Additional - Digital Data B Channel			UEPPP	PR7BF	$0 00	$13 96					$10 73			$1 65	
		New or Additional Inward Data B Channel			UEPPP	PR7BD	$0.00	$13.96					$10.73			$1 65	
		New or Additional Useage Sensitive Voice Data B Channel			UEPPP	PR7BS	$0 00	$13.96					$10 73			$19.99	
		New or Additional Useage Sensitive Digital Data B Channel			UEPPP	PR7BU	$0.00	$13.96					$10 73			$1.65	
	CALL TYPES																
		Inward			UEPPP	PR7C1	$0 00	$0.00	$0.00								
		Outward			UEPPP	PR7C0	$0.00	$0 00	$0.00								
		Two-way			UEPPP	PR7CC	$0 00	$0 00	$0 00								
	Interoffice Channel Mileage																
		Fixed Each Including First Mile			UEPPP	1LN1A	$91.04	$95 15	$88 78	$16 74	$14 85		$10 73			$1 65	
		Each Airline-Fractional Additional Mile			UEPPP	1LN1B	$0 1710										
	4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE DDITS TRUNK PORT																
	UNE Port/Loop Combination Rates																
		4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 1		1	UEPDC		$121 95						$10.73			$1 65	
		4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 2		2	UEPDC		$148 62						$10.73			$1.65	
		4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 3		3	UEPDC		$234 11						$10.73			$1.65	
	UNE Loop Rates																
		4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPDC	USLDC	$69.22	$282.15	$163 51	$47.40	$10.22		$10.73			$1 65	
		4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPDC	USLDC	$95.89	$282.15	$163 51	$47.40	$10.22		$10.73			$1.65	
		4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPDC	USLDC	$181.38	$282 15	$163 51	$47 40	$10 22		$10 73			$1 65	
	UNE Port Rate																
		4-Wire DDITS Digital Trunk Port			UEPDC	UDD1T	$52.73	$136 24	$70.10	$44 00	$2.80		$10.73			$1 65	
	NONRECURRING CHARGES - CURRENTLY COMBINED																
		4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Switch-as-is			UEPDC	USAC4		$71 29	$42 11				$10 73			$1.65	
		4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with DS1 Changes			UEPDC	USAWA		$71.29	$42 11				$10 73			$1 65	
		4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with Change - Trunk			UEPDC	USAWB		$71.29	$42 11				$10 73			$1 65	
	ADDITIONAL NRCs																
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - NRC - Subsequent Channel Activation/Chan - 2-Way Trunk			UEPDC	UDTTA		$14.14	$14.14				$10 73			$1.65	
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Channel Activation/Chan - 1-Way Outward Trunk			UEPDC	UDTTB		$14.14	$14 14				$10 73			$1.65	
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Channel Activation/Chan Inward Trunk w/out DID			UEPDC	UDTTC		$14 14	$14.14				$10.73			$1.65	
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation Per Chan - Inward Trunk with DID			UEPDC	UDTTD		$14 14	$14 14				$10.73			$1 65	
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation / Chan - 2-Way DID w User Trans			UEPDC	UDTTE		$14.14	$14.14				$10.73			$1 65	
	BIPOLAR 8 ZERO SUBSTITUTION																
		B8ZS -Superframe Format			UEPDC	CCOSF		$0.0	$655 00				$10.73			$1.65	

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES					OSS RATES					
												Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Nonrecurring		Nonrecurring Disconnect							
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		B8ZS - Extended Superframe Format			UEPDC	CCOEF		$0.0	$655 00				$10.73			$1.65	
	Alternate Mark Inversion																
		AMI -Superframe Format			UEPDC	MCOSF		$0 00	$0 00								
		AMI - Extended SuperFrame Format			UEPDC	MCOPO		$0 00	$0 00								
	Telephone Number/Trunk Group Establisment Charges																
		Telephone Number for 2-Way Trunk Group			UEPDC	UDTGX	$0.00						$10.73				
		Telephone Number for 1-Way Outward Trunk Group			UEPDC	UDTGY	$0 00						$10 73				
		Telephone Number for 1-Way Inward Trunk Group Without DID			UEPDC	UDTGZ	$0 00						$10 73				
		DID Numbers, Establish Trunk Group and Provide First Group of 20 DID Numbers			UEPDC	NDZ	$0.00	$0 00	$0 00				$10.73				
		DID Numbers for each Group of 20 DID Numbers			UEPDC	ND4	$0.00						$10 73				
		DID Numbers, Non- consecutive DID Numbers , Per Number			UEPDC	ND5	$0.00						$10.73				
		Reserve Non-Consecutive DID Nos			UEPDC	ND6	$0.00	$0 00	$0.00				$10.73				
		Reserve DID Numbers			UEPDC	NDV	$0.00	$0 00	$0.00				$10.73				
	Dedicated DS1 (Interoffice Channel Mileage) - FX/FCO for 4-Wire DS1 Digital Loop with 4-Wire DDITS Trunk Port																
		Interoffice Channel Mileage - Fixed rate 0-8 miles (Facilities Termination)			UEPDC	1LNO1	$90.87	$95 16	$88.78	$16 74	$14.85		$10 73			$1 65	
		Interoffice Channel Mileage - Additional rate per mile - 0-8 miles			UEPDC	1LNOA	$0 1710	$0.00	$0.00								
		Interoffice Channel Mileage - Fixed rate 9-25 miles (Facilities Termination)			UEPDC	1LNO2	$0 00	$0 0	$0 0								
		Interoffice Channel Mileage - Additional rate per mile - 9-25 miles			UEPDC	1LNOB	$0.1710	$0.00	$0 00								
		Interoffice Channel Mileage - Fixed rate 25+ miles (Facilities Termination)			UEPDC	1LNO3	$0.00	$0 00	$0 00	$0 00							
		Interoffice Channel Mileage - Additional rate per mile - 25+ miles			UEPDC	1LNOC	$0 1710	$0 00	$0 00								
		Local Number Portability, per DS0 Activated			UEPDC	LNPCP	$3.15	$0 00	$0 00	$0 00							
		Central Office Terminating Point			UEPDC	CTG	$0.00										
	4-WIRE DS1 LOOP WITH CHANNELIZATION WITH PORT																
	System is 1 DS1 Loop, 1 D4 Channel Bank, and up to 24 Feature Activations																
	Each System can have up to 24 combinations of rates depending on type and number of ports used																
	UNE DS1 Loop																
		4-Wire DS1 Loop - UNE Zone 1			UEPMG	USLDC	$69 22	$0 00	$0 00								
		4-Wire DS1 Loop - UNE Zone 2			UEPMG	USLDC	$95.89	$0 00	$0 00								
		4-Wire DS1 Loop - UNE Zone 3			UEPMG	USLDC	$181.38	$0 00	$0 00								

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES					OSS RATES					
												Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Nonrecurring		Nonrecurring Disconnect							
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	UNE DSO Channelization Capacities (D4 Channel Bank Configurations)																
		24 DSO Channel Capacity - 1 per DS1			UEPMG	VUM24	$121 31	$0 00	$0 00								
		48 DSO Channel Capacity - 1 per 2 DS1s			UEPMG	VUM48	$242.62	$0 00	$0 00								
		96 DSO Channel Capacity -1per 4 DS1s			UEPMG	VUM96	$485 24	$0 00	$0 00								
		144 DS0 Channel Capacity - 1 per 6 DS1s			UEPMG	VUM14	$727 86	$0 00	$0 00								
		192 DS0 Channel Capacity -1 per 8 DS1s			UEPMG	VUM19	$970 48	$0 00	$0 00								
		240 DS0 Channel Capacity - 1 per 10 DS1s			UEPMG	VUM20	$1,213 10	$0.00	$0 00								
		288 DS0 Channel Capacity - 1 per 12 DS1s			UEPMG	VUM28	$1,455 72	$0 00	$0 00								
		384 DS0 Channel Capacity - 1 per 16 DS1s			UEPMG	VUM38	$1,940.96	$0.00	$0.00								
		480 DS0 Channel Capacity - 1 per 20 DS1s			UEPMG	VUM40	$2,426.20	$0.00	$0.00								
		576 DS0 Channel Capacity -1 per 24 DS1s			UEPMG	VUM57	$2,911 44	$0 00	$0.00								
		672 DS0 Channel Capacity - 1 per 28 DS1s			UEPMG	VUM67	$3,396 68	$0 00	$0 00								
	Non-Recurring Charges (NRC) Associated with 4-Wire DS1 Loop with Channeliztion with Port - Conversion Charge Based on a System																
	A Minimum System configuration is One (1) DS1, One (1) D4 Channel Bank, and Up To 24 DSO Ports with Feature Activations.																
	Multiples of this configuration functioning as one are considered Add'l after the minimum system configuration is counted.																
		NRC - Conversion (Currently Combined) with or without BellSouth Allowed Changes			UEPMG	USAC4	$0 00	$72.61	$3 82				$10 73			$1.65	
	System Additions at End User Locations Where 4-Wire DS1 Loop with Channelization with Port Combination Currently Exists and																
	New (Not Currently Combined) in Georgia Only																
		NRC - 1 DS1/D4 Channel Bank - Add NRC for each Port and Assoc Feature Activation - New GA Only			UEPMG	VUMD4	$0.00	$726.11	$468.21	$145 32	$17.24		$10 73			$1.65	
	Bipolar 8 Zero Substitution																
		Clear Channel Capability Format, superframe - Subsequent Activity Only			UEPMG	CCOSF	$0.00	$0 00	$655.00				$10.73			$1 65	
		Clear Channel Capability Format - Extended Superframe - Subsequent Activity Only			UEPMG	CCOEF	$0.00	$0 00	$655 00				$10.73			$1.65	
	Alternate Mark Inversion (AMI)																
		Superframe Format			UEPMG	MCOSF	$0 00	$0.00	$0 00								
		Extended Superframe Format			UEPMG	MCOPO	$0.00	$0 00	$0.00								
	Exchange Ports Associated with 4-Wire DS1 Loop with Channelization with Port																
	Exchange Ports																
		Line Side Combination Channelized PBX Trunk Port - Business			UEPPX	UEPCX	$1.34	$0.00	$0 00	$0.00	$0 00		$10 73			$1.65	
		Line Side Outward Channelized PBX Trunk Port - Business			UEPPX	UEPOX	$1 34	$0 00	$0 00	$0 00	$0 00		$10 73			$1.65	
		Line Side Inward Only Channelized PBX Trunk Port without DID			UEPPX	UEP1X	$1.34	$0 00	$0.00	$0 00	$0 00		$10 73			$1 65	
		2-Wire Trunk Side Unbundled Channelized DID Trunk Port			UEPPX	UEPDM	$8 81	$0.00	$0 00	$0.00	$0 00		$10 73			$1.65	
	Feature Activations - Unbundled Loop Concentration																
		Feature (Service) Activation for each Line Side Port Terminated in D4 Bank			UEPPX	1PQWM	$0 66	$25.40	$13 41	$3 96	$3 93		$10 73			$1 65	
		Feature (Service) Activation for each Trunk Side Port Terminated in D4 Bank			UEPPX	1PQWU	$0 66	$78 16	$18.42	$56.03	$10.95		$10 73			$1 65	
	Telephone Number/ Group Establishment Charges for DID Service																

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES					OSS RATES					
												Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Nonrecurring		Nonrecurring							
										Disconnect							
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		DID Trunk Termination (1 per Port)			UEPPX	NDT	$0.00						$10.73				
		Estab Trk Grp and Provide 1st 20 DID Nos (FL,GA, NC,& SC)			UEPPX	NDZ	$0.00	$0.00	$0.00				$10.73				
		DID Numbers - groups of 20 - Valid all States			UEPPX	ND4	$0.00	$0.00	$0.00				$10.73				
		Non-Consecutive DID Numbers - per number			UEPPX	ND5	$0.00	$0.00	$0.00				$10.73				
		Reserve Non-Consecutive DID Numbers			UEPPX	ND6	$0.00	$0.00	$0.00				$10.73				
		Reserve DID Numbers			UEPPX	NDV	$0.00	$0.00	$0.00				$10.73				
	Local Number Portability																
		Local Number Portability - 1 per port			UEPPX	LNPCP	$3.15	$0.00	$0.00								
	FEATURES - Vertical and Optional																
	Local Switching Features Offered with Line Side Ports Only																
		All Features Available			UEPPX	UEPVF	$2.17	$0.00	$0.00				$10.73			$1.65	
	UNBUNDLED PORT LOOP COMBINATIONS - MARKET RATES																
	Market Rates shall apply where BellSouth is not required to provide unbundled local switching or switch ports per FCC and/or State Commission rules.																
	These scenarios include																
	1 Unbundled port/loop combinations that are Not Currently Combined in all of the BellSouth states except as noted for Georgia and Tennessee.																
	2 Unbundled port/loop combinations that are Currently Combined or Not Currently Combined in Zone 1 of the Top 8 MSAS in BellSouth's region for end users with 4 or more DS0 equivalent lines																
	The Top 8 MSAs in BellSouth's region are: FL (Orlando, Ft Lauderdale, Miami), GA (Atlanta); LA (New Orleans); NC (Greensboro-Winston Salem-Highpoint/Charlotte-Gastonia-Rock Hill); TN (Nashville)																
	BellSouth currently is developing the billing capability to mechanically bill the recurring unbundled port Market Rates in this section In the interim, BellSouth shall bill the recurring unbundled port rates in the Cost-Based section preceding in lieu of the Market Rates and reserves the right to true-up the billing difference																
	The Market Rate for unbundled ports includes all available features in all states																
	End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations which have a flat rate usage charge (USOC: URECU).																
	For Not Currently Combined scenarios where Market Rates apply, the Nonrecurring charges are listed in the First and Additional NRC columns for each Port USOC For Currently Combined scenarios, the Nonrecurring charges are listed in the NRC - Currently Combined section. Additional NRCs may apply also and are categorized accordingly.																
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)																
	UNE Port/Loop Combination Rates																
	2-Wire VG Loop/Port Combo - Zone 1			1			$25.89										
	2-Wire VG Loop/Port Combo - Zone 2			2			$30.03										
	2-Wire VG Loop/Port Combo - Zone 3			3			$43.33										
	UNE Loop Rates																
	2-Wire Voice Grade Loop (SL1) - Zone 1			1	UEPRX	UEPLX	$11.89										
	2-Wire Voice Grade Loop (SL1) - Zone 2			2	UEPRX	UEPLX	$16.03										
	2-Wire Voice Grade Loop (SL1) - Zone 3			3	UEPRX	UEPLX	$29.33										
	2-Wire Voice Grade Line Port (Res)																
	2-Wire voice unbundled port - residence				UEPRX	UEPRL	$14.00	$90.00	$90.00				$10.73			$1.65	

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES					OSS RATES					
												Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Nonrecurring		Nonrecurring Disconnect							
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire voice unbundled port with Caller ID - res			UEPRX	UEPRC	$14 00	$90 00	$90 00				$10.73			$1.65	
		2-Wire voice unbundled port outgoing only - res			UEPRX	UEPRO	$14 00	$90 00	$90.00				$10 73			$1 65	
		2-Wire voice unbundled Florida Area Calling with Caller ID - res			UEPRX	UEPAF	$14 00	$90 00	$90 00				$10.73			$1.65	
		2-Wire voice unbundles res, low usage line port with Caller ID (LUM)			UEPRX	UEPAP	$14 00	$90.00	$90 00				$10.73			$1 65	
	LOCAL NUMBER PORTABILITY																
		Local Number Portability (1 per port)			UEPRX	LNPCX	$0 35										
	FEATURES																
		All Features Offered			UEPRX	UEPVF	$0.0	$0.0	$0 0								
		2-Wire Voice Grade Loop / Line Port Combination - Switch-as-is			UEPRX	USAC2		$41.50	$41 50								
		2-Wire Voice Grade Loop / Line Port Combination - Switch with change			UEPRX	USACC		$41 50	$41 50								
	ADDITIONAL NRCs																
		NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent			UEPRX	USAS2		$0 0	$0 0								
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)																
	UNE Port/Loop Combination Rates																
		2-Wire VG Loop/Port Combo - Zone 1		1			$25 89										
		2-Wire VG Loop/Port Combo - Zone 2		2			$30.03										
		2-Wire VG Loop/Port Combo - Zone 3		3			$43.33										
	UNE Loop Rates																
		2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPBX	UEPLX	$11.89										
		2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPBX	UEPLX	$16.03										
		2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPBX	UEPLX	$29.33										
	2-Wire Voice Grade Line Port (Bus)																
		2-Wire voice unbundled port without Caller ID - bus			UEPBX	UEPBL	$14.00	$90 00	$90 00				$10 73			$1.65	
		2-Wire voice unbundled port with Caller + E484 ID - bus			UEPBX	UEPBC	$14 00	$90 00	$90.00				$10.73			$1.65	
		2-Wire voice unbundled port outgoing only - bus			UEPBX	UEPBO	$14 00	$90 00	$90.00				$10 73			$1 65	
	LOCAL NUMBER PORTABILITY																
		Local Number Portability (1 per port)			UEPBX	LNPCX	$0 35										
	FEATURES																
	NONRECURRING CHARGES - CURRENTLY COMBINED																
		2-Wire Voice Grade Loop / Line Port Combination - Switch-as-is			UEPBX	USAC2		$41.50	$41.50								
		2-Wire Voice Grade Loop / Line Port Combination - Switch with change			UEPBX	USACC		$41 50	$41 50								
	ADDITIONAL NRCs																
		NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent			UEPBX	USAS2		$0 0	$0 0								
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)																
	UNE Port/Loop Combination Rates																
		2-Wire VG Loop/Port Combo - Zone 1		1			$25.89										
		2-Wire VG Loop/Port Combo - Zone 2		2			$30.03										
		2-Wire VG Loop/Port Combo - Zone 3		3			$43 33										

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES					OSS RATES					
								Nonrecurring		Nonrecurring Disconnect		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	UNE Loop Rates																
		2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPRG	UEPLX	$11.89										
		2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPRG	UEPLX	$16 03										
		2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPRG	UEPLX	$29.33										
	2-Wire Voice Grade Line Port Rates (RES - PBX)																
		2-Wire VG Unbundled Combination 2-Way PBX Trunk Port - Res			UEPRG	UEPRD	$14 00	$90 00	$90.00				$10 73			$1.65	
	LOCAL NUMBER PORTABILITY																
		Local Number Portability (1 per port)			UEPRG	LNPCP	$3.15										
	FEATURES																
	NONRECURRING CHARGES - CURRENTLY COMBINED																
		2-Wire Voice Grade Loop/ Line Port Combination - Switch-As-Is			UEPRG	USAC2		$41 50	$41.50								
		2-Wire Voice Grade Loop/ Line Port Combination - Switch with Change			UEPRG	USACC		$41.50	$41 50								
	ADDITIONAL NRCs																
		2 Wire Loop/Line Side Port Combination - Non feature - Subsequent Activity-Nonrecurring						$0.0	$0 0								
		PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						$7 09	$7 09				$10 73			$1 65	
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)																
	UNE Port/Loop Combination Rates																
		2-Wire VG Loop/Port Combo - Zone 1		1			$25 89										
		2-Wire VG Loop/Port Combo - Zone 2		2			$30 03										
		2-Wire VG Loop/Port Combo - Zone 3		3			$43.33										
	UNE Loop Rates																
		2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPPX	UEPLX	$11.89										
		2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPPX	UEPLX	$16 03										
		2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPPX	UEPLX	$29 33										
	2-Wire Voice Grade Line Port Rates (BUS - PBX)																
		Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus			UEPPX	UEPPC	$14 00	$90 00	$90 00				$10 73			$1 65	
		Line Side Unbundled Outward PBX Trunk Port - Bus			UEPPX	UEPPO	$14.00	$90 00	$90.00				$10.73			$1 65	
		Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPPX	UEPP1	$14.00	$90 00	$90 00				$10.73			$1.65	
		2-Wire Voice Unbundled PBX LD Terminal Ports			UEPPX	UEPLD	$14 00	$90 00	$90.00				$10 73			$1.65	
		2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPPX	UEPXA	$14 00	$90.00	$90 00				$10.73			$1.65	
		2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPPX	UEPXB	$14.00	$90 00	$90 00				$10 73			$1.65	
		2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPPX	UEPXC	$14.00	$90 00	$90 00				$10 73				
		2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPPX	UEPXD	$14 00	$90 00	$90 00				$10 73			$1.65	
		2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPPX	UEPXE	$14.00	$90 00	$90 00				$10 73			$1 65	
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPPX	UEPXL	$14.00	$90.00	$90.00				$10.73			$1.65	
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPPX	UEPXM	$14 00	$90 00	$90 00				$10 73			$1 65	
		2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPPX	UEPXO	$14.00	$90 00	$90.00				$10 73			$1 65	

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES					OSS RATES					
								Nonrecurring		Nonrecurring Disconnect		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPPX	UEPXS	$14.00	$90 00	$90 00				$10 73			$1 65	
	LOCAL NUMBER PORTABILITY																
		Local Number Portability (1 per port)			UEPPX	LNPCP	$3.15										
	FEATURES																
	NONRECURRING CHARGES - CURRENTLY COMBINED																
		2-Wire Voice Grade Loop/ Line Port Combination - Switch-As-Is			UEPPX	USAC2		$41.50	$41 50								
		2-Wire Voice Grade Loop/ Line Port Combination - Switch with Change			UEPPX	USACC		$41 50	$41 50								
	ADDITIONAL NRCs																
		2-Wire Voice Grade Loop/ Line Port Combination - Subsequent			UEPPX	USAS2		$0 0	$0.0								
		2 Wire Loop/Line Side Port Combination - Non feature - Subsequent Activity-Nonrecurring						$0 0	$0 0								
		PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						$7 09	$7.09				$10.73			$1 65	
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE ANALOG LINE COIN PORT																
	UNE Port/Loop Combination Rates																
		2-Wire VG Coin Port/Loop Combo – Zone 1					$25 89										
		2-Wire VG Coin Port/Loop Combo – Zone 2					$30 03										
		2-Wire VG Coin Port/Loop Combo – Zone 3					$43 33										
	UNE Loop Rates																
		2-Wire Voice Grade Loop (SL1) - Zone 1			UEPCO	UEPLX	$11.89										
		2-Wire Voice Grade Loop (SL1) - Zone 2			UEPCO	UEPLX	$16 03										
		2-Wire Voice Grade Loop (SL1) - Zone 3			UEPCO	UEPLX	$29.33										
	2-Wire Voice Grade Line Port Rates (Coin)																
		2-Wire Coin 2-Way with Operator Screening and Blocking, 011, 900/976, 1+DDD (FL)			UEPCO	UEP2F	$14.00	$90 00	$90 00				$10 73			$1 65	
		2-Wire Coin 2-Way with Operator Screening and 011 Blocking (FL)			UEPCO	UEPFA	$14 00	$90 00	$90.00				$10 73			$1 65	
		2-Wire Coin 2-Way with Operator Screening and Blocking, 900/976, 1+DDD, 011+, and Local (FL)			UEPCO	UEPCG	$14.00	$90 00	$90.00				$10 73			$1 65	
		2-Wire Coin Outward with Operator Screening and 011 Blocking (AL, FL)			UEPCO	UEPRK	$14 00	$90.00	$90.00				$10.73			$1 65	
		2-Wire Coin Outward with Operator Screening and Blocking 900/976, 1+DDD, 011+ (FL)			UEPCO	UEPOF	$14 00	$90.00	$90.00				$10.73			$1 65	
		2-Wire Coin Outward with Operator Screening and Blocking, 900/976, 1+DDD, 011+, and Local (FL, GA)			UEPCO	UEPCQ	$14 00	$90 00	$90 00				$10.73			$1.65	
	LOCAL NUMBER PORTABILITY																
		Local Number Portability (1 per port)			UEPCO	LNPCX	$0 35										
	NONRECURRING CHARGES - CURRENTLY COMBINED																
		2-Wire Voice Grade Loop/ Line Port Combination - Switch-As-Is			UEPCO	USAC2		$41.50	$41 50								
		2-Wire Voice Grade Loop/ Line Port Combination - Switch with Change			UEPCO	USACC		$41 50	$41.50								
	ADDITIONAL NRCs																
		2-Wire Voice Grade Loop/ Line Port Combination - Subsequent			UEPCO	USAS2		$0 0	$0.0								

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION

Case No.00-4205-CIV-GRAHAM/TURNOFF

BELLSOUTH INTELLECTUAL PROPERTY CORPORATION,

Plaintiff,

vs.

SUPRA TELECOMMUNICATIONS & INFORMATION SYSTEMS, INC. and OLUKAYODE A. RAMOS,

Defendants.
_____/

FILED by D.C.
FEB 09 2001
CLARENCE MADDOX
CLERK U.S DIST. CT.
S.D. OF FLA. - MIAMI

ORDER

THIS CAUSE came before the Court upon the Plaintiff's Motion for Preliminary Injunction (D.E. #4).

The market for local telephone service is no longer controlled by the "Baby Bells." Deregulation has provided an opportunity for many smaller companies to enter the local telephone service market and compete with the regional Bell companies. The result is often lower prices for the consumer. Of course, competition can lead to disputes over how, when and where parties may compete. This action is one such dispute.

Plaintiff Bell South Intellectual Property Corporation ("BIPCO") is charging Defendants Supra Telecommunications & Information Systems, Inc. and Olukayode A. Ramos (collectively

"Supra") with trademark infringement, unfair competition and trademark dilution for Supra's use of BIPCO's marks in Supra's current advertising campaign. After an evidentiary hearing and review of the record, the Court finds that a preliminary injunction, enjoining Supra from using the BELLSOUTH mark 1) in the phrases "Kick Up to 50% off your current BellSouth® phone Bill," or "Get Up to 50% off your current BellSouth® phone Bill," or 2) in a manner in which the BELLSOUTH mark is distorted, is appropriate.

FACTUAL AND PROCEDURAL BACKGROUND

I. THE PARTIES

BellSouth Corporation, a regional holding company established as a result of AT&T's divestment in 1984, operates through different subsidiaries, including BellSouth Telecommunications ("BellSouth"), an incumbent provider of local telecommunications services otherwise known as an incumbent local exchange carrier ("ILEC"). BellSouth provides local telecommunications services in Miami and other BellSouth service areas in Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee. BIPCO is another subsidiary of BellSouth Corporation. BIPCO owns all United States trademarks used by BellSouth Corporation and its subsidiaries. BellSouth is licensed to use BIPCO's trademarks in the provision of its local telecommunications services.

BIPCO owns various U.S. trademark registrations for different marks including the marks: BELL, the BELL Symbol, BELLSOUTH, AREA PLUS, COMPLETE CHOICE, MEMORY CALL, PRESTIGE, PRIVACY DIRECTOR,[1] PULSELINK and RINGMASTER (collectively "BellSouth Marks").

In 1996, the Telecommunications Act of 1996 ("1996 Act") opened the local telephone service market to new competitors. The 1996 act requires ILECs, such as BellSouth, to provide competitor local exchange carriers ("CLECs") interconnection and non-discriminatory access to telephone network elements, as well as to offer for resale at wholesale prices any telecommunications service that the ILEC provides to subscribers at retail prices. 47 U.S.C. §251(c)(2)-(4).

Supra is a CLEC. In June of 1997, Supra and BellSouth entered into an interconnection agreement (the "1997 Agreement") which permitted Supra to purchase access to certain parts of the BellSouth telephone network. The 1997 Agreement allowed Supra to compete with BellSouth in the provision of local telephone service in South Florida. It did not, however, transfer to Supra the right to use any BellSouth marks. In October of 1999, Supra adopted the terms of the interconnection agreement between BellSouth and AT&T Communications for the Southern States (the

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[1] The PRIVACY DIRECTOR mark is not owned by BIPCO, however, BIPCO has filed an application to register the mark.

"1999 Agreement"). The 1999 Agreement provides that:

> Neither party shall publish or use any advertising, sales promotions or other publicity materials that use the other party's logo, trademarks or service marks without the prior written approval of the other Party.

Despite the 1997 and 1999 Agreements, BellSouth and Supra's relationship has been less than amicable. Between 1998 and 2000, Supra filed several proceeding against BellSouth in either the Florida Public Service Commission or a court of law. Supra is currently prosecuting a claim for antitrust violations against BellSouth in this Court. See Supra Telecommunications & Information Systems, Inc. v. BellSouth Telecommunications, Inc., Case No. 99-1706-CIV-SEITZ. This is the first action in a court of law between BIPCO and Supra.

II. SUPRA'S ADVERTISING CAMPAIGN

Supra's present advertising campaign officially began in June or July of 2000. At its inception, the campaign used several different media to promote Supra's services. One such media was a flyer which displayed comparisons between the various features offered by BellSouth and Supra. The flyers stated "Get up to 50% off your BellSouth ® Local Phone Bill," and identified BellSouth's "Complete Choice" service as a service that can be provided by both Supra and BellSouth. Supra also uses its Website to advertise. When the campaign began, Supra's website included comparisons between BellSouth and Supra services and used the BIPCO marks of "Memory Call," "Area Plus" and "Complete

Choice." The Website also referred to Supra as being on the "Same BellSouth Network."

Supra also utilizes approximately 65-70 billboards in Broward County, Florida and Miami-Dade County Florida in the current campaign. These billboards each state: "Kick Up To 50% Off Your BELLSOUTH Phone Bill," and portray a reclining woman in a business suit with her foot kicking the BELLSOUTH mark. The BELLSOUTH mark is slightly angled up where the woman's leg is pointing. Beneath the woman and the phrase, the billboard identifies Supra, Supra's telephone number and Supra's web address.

Supra's present campaign also includes letters sent to new customers which state in pertinent part:

The Benefits of Supra Telecom

- Free Local Long Distance
- Free VoiceMail on your telephone line
- Up to 50% discount or more on your current BellSouth phone bill excluding taxes
- All you BellSouth telephone charges on one bill (optional)
- Add to your existing service and receive an instant savings of 20% or more on the BellSouth line connection charges.

Supra's advertising campaign also extends to newspapers. The top of most of the newspaper advertisements contain the same image of the reclining woman and language as the billboard with additional comparisons of BellSouth and Supra products and services below. A copy of one of these newspaper advertisements

is attached hereto as Appendix A. Other Supra newspaper advertisements, rather than displaying the reclining woman, state "Wouldn't you rather save the money than give it away to BellSouth."

III. PROCEDURAL HISTORY

On November 3, 2000, BIPCO filed its complaint against Supra alleging trademark infringement, unfair competition, and trademark dilution arising under the laws of the United States, Title 15, U.S.C. §1505 et. seq. In conjunction with filing its Complaint, BIPCO filed its Motion for Preliminary Injunction, seeking to preclude 1) Supra's present advertising campaign as infringing and diluting BIPCO's trademarks and 2) Supra's use of BIPCO's marks, particularly the BELLSOUTH mark, in subsequent advertising campaigns. Supra moved to dismiss BIPCO's complaint alleging failure to state a cause of action. Supra's primary defense is that its present advertising campaign is permissible comparative advertising.

On December 4, 2000 the parties attended a settlement conference in which an agreement was reached as to some of the issues and many of Supra's advertisements were modified. As a result, the primary issue before the Court is Supra's use of the BELLSOUTH mark. On December 21, 2000, January 5, 2000 and January 29, 2000, the Court held hearings on BIPCO's motion for preliminary injunction.

LEGAL ANALYSIS

I. JURISDICTION

This Court has jurisdiction over the parties and the subject matter pursuant to 28 U.S.C. §§ 1331 and 1338 and 15 U.S.C. § 1121. Venue is proper pursuant to 28 U.S.C. § 1391.

II. PRELIMINARY INJUNCTION STANDARD

A preliminary injunction may be granted when the movant demonstrates: (1) a substantial likelihood of success on the merits; (2) a substantial threat of irreparable injury if the injunction were not granted; (3) that the threatened injury to the plaintiff outweighs the harm that an injunction may cause the defendant; and (4) that granting the injunction would not disserve the public's interest. See Levi Strauss & Co. v. Sunrise Int'l Trading Inc., 51 F.3d 982, 985 (11th Cir. 1995); Carillon Importers, Ltd. v. Frank Pesce Int'l Group, 112 F.3d 1125, 1126 (11th Cir. 1997).

III. LIKELIHOOD OF SUCCESS ON THE MERITS

A. Trademark Infringement and Unfair Competition

The Lanham Act provides that any person who shall, without the consent of the registrant, use in commerce any registered mark in connection with which "such use is likely to cause confusion, or to cause mistake, or to deceive . . .shall be liable . . . for the remedies herinafter provided." 15 U.S.C. §1114(1)(a). To prevail on a trademark infringement and unfair

competition claim, the Plaintiff must establish: 1) its mark has priority and 2) defendant's acts have cause a likelihood of confusion as to the source, affiliation or sponsorship of defendant!s product. See Conagra, Inc. v. Singleton, 743 F.2d 1508, 1511 (11th Cir. 1984). Trademark infringement cases are generally predicated on defendant's use of a mark so similar to plaintiff's mark that the public will mistake defendant's products for plaintiff's products. See e.g. Id.; E.Remy Martin & Co., S.A. v. Shaw-Ross Internatiohal, 756 F.2d 1525 (11th Cir. 1985). However, it is well established that "falsely suggesting affiliation with the trademark owner in a manner likely to cause confusion as to source or sponsorship constitutes infringement." Professional Golfers Ass'n of America v. Bankers, 514 F.2d 665, 670 (5th Cir. 1975); see also Pebble Beach Company v. Tour 18 Limited, 155 F.3d 526, 544 (5th Cir. 1998). Therefore, "the unauthorized use of a trademark which has the effect of misleading the public to believe that the use is sponsored or approved by the registrant can cause confusion." Burger King Corporation v. Mason, 710 F.2d 1480, 1491 (11th Cir. 1983).

1. Protectable Trademark Rights

BIPCO has clearly established that it has trademark rights in the BELLSOUTH mark. Indeed, BIPCO is the owner of federal registrations for all but one of the "BellSouth" marks. As such, BIPCO has made a prima facie case that these "BellSouth" marks

are protectable trademarks under 15 U.S.C. §1115(a), which in pertinent part states:

> Any registration . . . of a mark registered on the Principal Register . . . shall be . . . prima facie evidence of the validity of the registered mark . . ., of the registrant's ownership of the mark, and of the registrant's exclusive right to use the mark in commerce with the goods or services specified in the registration.

Indeed, the BELLSOUTH mark, the only mark still at issue in this action, is "incontestable." Five years after registering a mark, the owner of the registration may file the affidavit required by 15 U.S.C. §1065 and have its mark declared "incontestable." Once a mark has become incontestable, it is deemed inherently distinctive, and therefore protectable. See Dieter v B&H Insus., 880 F.2d 328 (11th Cir. 1988). Under 15 U.S.C. §1115(b) such incontestable registrations are conclusive proof of BIPCO's exclusive right to use the BELLSOUTH mark in commerce.

2. Likelihood of Confusion

The central issue in this action is whether Supra's use of the BELLSOUTH mark in its advertising causes a likelihood of confusion as to the source, affiliation or sponsorship of Supra's services. Of primary concern is 1) Supra's use of the phrases "Kick Up to 50% off your BELLSOUTH phone bill" and "Get Up to 50% off your BELLSOUTH phone bill" (collectively the "Key Phrases") and 2) Supra's displaying the BELLSOUTH mark in a distorted fashion.

The determination of whether there is a likelihood of confusion is a question of fact. See Conagra, 743 F.2d at 1514. The Court may consider the following non exhaustive list of factors to make this factual determination: 1) the strength of plaintiff's mark; 2) the similarity between the plaintiff's mark and the allegedly infringing mark; 3) the similarity between the products and services offered by the plaintiff and defendant; 4) the similarity of the sales methods, i.e. retail outlets or customers; 5) the similarity of advertising methods; 6) the defendant's intent, e.g. does the defendant hope to gain competitive advantage by associating his product with the plaintiff's established mark; and 7) actual confusion. Id. In examining these factors, "a plaintiff need not show all, or even most, of the factors . . . in any particular case to be successful." Wynn Oil Co. v. Thomas, 839 F.2d 1183, 1186 (6th Cir. 1988); Citibank N.A. v. Citibanc Group, Inc., 724 F.2d 1540, 1547-8 (11th Cir. 1984).

Strength of BELLSOUTH Mark

The determination of whether a particular mark is strong centers on the distinctiveness of the mark. A strong mark is very distinctive and widely protected while a weak mark is not. See University of Georgia Athletic Assn. v. Laite, 756 F.2d 1535 (11th Cir. 1985). The BELLSOUTH Mark is covered by a registration that is incontestible within the meaning of 15

U.S.C. § 1115(b) and therefore is considered strong as a matter of law for purposes of the likelihood of confusion analysis. See Dieter, 880 F.2d at 329. Indeed, the BELLSOUTH mark has been found to be famous by other courts. See BellSouth Corp. v. B.E.L. Tronics, Ltd., et. al, Civil Action No. 1-93-CV-1714-CC. Accordingly, the strength of the BELLSOUTH mark is likely to weigh in favor of BIPCO.

Similarity Between Marks

"[T]he greater the similarity in the design of the trademarks, the greater the likelihood of confusion." Exxon Corp. v. Texas Motor Exch., 628 F.2d 500, 505 (5th Cir. 1980). Supra is using the BELLSOUTH mark with no change but for the occasional instance in which the mark is slightly distorted. Because the marks are identical, this factor is likely to weigh in favor of BIPCO.

Similarity of Products and Services

Supra is in the business of reselling BellSouth's services. While there may be slight variations in the manner in which Supra and BellSouth package their products and services, these variations are de minimus. Accordingly, this factor is likely to weigh in favor of BIPCO. See Ambrit, Inc. v. Kraft, Inc., 812 F.2d 1531, 1541 (11th Cir. 1986)("That the products involved are similar is evidence tending to prove the existence of a likelihood of confusion.")

Similarity of Sales Methods

The sales methods employed by both BellSouth and Supra are also nearly identical. BellSouth and Supra both offer products and services to similar types of customers. This is because Supra is a reseller of BellSouth services. Accordingly, this factor is likely to weigh in favor of BIPCO. See Safeway Stores, Inc. v. Safeway Discount Drugs, Inc., 675 F.2d 1160, 1166 (11th Cir. 1982)(holding that evidence tending to establish that the parties market to the same kinds of individuals is probative of likely confusion).

Similarity of Advertising Methods

Both Supra and BellSouth use similar advertising methods. Indeed, both parties market their services with newspapers, billboards, radio, flyers and the Internet. Once again, while there might be slight variances in the exact method of advertising, these variances are de minimus and irrelevant. See Frehling Enters. v. International Select Group, 192 F.3d 1330, 1139 (11th Cir. 1999)(citing Safeway, 675 F.2d at 1166)("Identity of periodicals is not required; the standard is whether there is likely to be significant overlap in the readership of the publications in which the parties advertise that a possibility of confusion could result.") Therefore, the Court finds that this factor is likely to weigh in favor of BIPCO.

Supra's Intent

While the parties did not focus on the first factors in the analysis, the issue of Supra's intent was highly contested. The question for the Court is whether Supra intended to derive a benefit or gain a competitive advantage by associating its products and services with the BELSOUTH mark. If Supra did in fact intend to gain a competitive advantage through association with the BELLSOUTH marks, "a likelihood of confusion may be founds as a matter of law." Babbit Electronics, Inc. v. Dynascan Corp., 38 F.3d 1161, 1179 (11th Cir. 1994).

The evidence before the Court on Supra's intent is inconsistent. While BIPCO presented evidence that Supra's advertisements were likely to cause confusion, this evidence is simply not enough to show a "deliberate intent" on the part of Supra to associate its products with the BELLSOUTH mark. See Bauer Lamp Co. v. Shaffer, 941 F.2d 1165, 1172 (11th Cir. 1991)(where a court has evidence of "deliberate[] inten[t]" to appropriate goodwill in a mark, that intent "creates a rebuttable presumption of likelihood of confusion.") Accordingly, this factor alone does not strongly weigh in favor of BIPCO.

Actual Confusion

Although actual confusion is the most persuasive factor on likelihood of confusion, it is not a necessary precondition to finding liability for trademark infringement and unfair competition. See Id. at 1171-72.

In its attempts to show actual confusion, BIPCO presented customer statements in which customers had complained to BellSouth that Supra representatives were misleading. BIPCO did not, however, present any evidence of actual confusion based directly on the current advertising. The Court is not, however, required to rely exclusively on testimony of actual confusion. It is enough that actual confusion might result. Jaguar Cars Limited v. Skandrani, 771 F.Supp. 1178 (S.D. Fla. 1991)("Although evidence of actual confusion is difficult to uncover . . . given that the Defendant is using a very similar mark as Plaintiffs on goods identical to Plaintiffs . . . line, it is a virtual certainty that Defendant's continued use of [Plaintiff's] mark will result in actual confusion.")

The Court also finds that through its own inspection of the advertisement, Supra's use of the BELLSOUTH mark is likely to confuse. See Weight Watchers International, Inc. v. the Stoufer Corp., 744 F.Supp. 1259 (S.D.N.Y. 1990)("Although courts must focus upon "market conditions instead of in-chamber inspections" when determining the existence of actual confusion, courts may combine empirical evidence with visual inspection of the allegedly infringing use as part of this determination.") The Court finds that upon a visual inspection of the advertisements in which the key phrases are used they are likely to be confusing. The confusion exists because consumers, either

reading the ad in the newspaper, or driving past a billboard, are likely to think that Supra is affiliated with BELLSOUTH. This is because it appears that Supra can actually affect BellSouth's rates or bills. Indeed, the fact that Supra advertises that it is on the "Same BellSouth Network" in conjunction with the Key Phrases is likely to suggest that Supra and BellSouth are affiliates. This, of course, is not a reality. Supra may provide consumers with lower local phone rates, but Supra customers receive Supra bills and not BellSouth bills. Because of the suggestion of sponsorship or affiliation, this advertisement appears likely to cause confusion.

3. Comparative Advertising/Nominative Use

Supra argues that its advertising is not in violation of the Lanham Act because it is lawful comparative advertising. The Court disagrees.

Comparative advertising that uses a competitors mark in a manner that does not create confusion about origin or quality is permissible. See Prestonettes Inc. v. Coty, 264 U.S. 359 (1924); Pebble Beach Co., 155 F.3d at 545. Indeed, both the FTC and the FDA encourage truthful product comparisons. The FTC believes that consumers gain from comparative advertising, and to make the comparison vivid the Commission "encourages the naming of, or reference to competitors". 16 C.F.R. § 14.15(b).

Comparative advertising is, however, limited to fair

nominative uses that do not "create[] a likelihood of confusion as to source, sponsorship, affiliation, or approval." Pebble Beach, 155 F.3d at 546. To engage in lawful comparative advertising, a defendant: "(1) may only use so much of the mark as necessary to identify the product or service and (2) may not do anything that suggests affiliation, sponsorship, or endorsement by the markholder." Id. at 546. When a mark is used not to identify the competitor's product, but rather to attract attention to itself, it engages in an "attention-getting" use. Such uses are not permitted as comparative advertising under the Lanham Act. See Sands, Taylor & Wood Co. v. Quaker Oats, Co., 978 F.2d 947 (7th Cir. 1992).

The Court finds that in the advertisements where the BELLSOUTH mark is distorted, Supra is failing to only use the mark as necessary to identify a product or service. This type of use is improper. See Pebble Beach, 155 F.3d at 546. If Supra is to engage in lawful comparative advertising, it must use the BELLSOUTH mark in its proper form is it was registered. Additionally, Supra uses the BELLSOUTH mark as an attention getting symbol. The reclining woman directing her leg to the slightly curved BELLSOUTH mark brings the viewer's eye directly to the BELLSOUTH mark and not any potential comparison of services. The viewers attention is directed to the prospect of a lower BellSouth Bill and not Supra Telecom.

Supra's use of the mark BELLSOUTH mark also does not qualify as comparative advertising because the use of the mark in the key phrases suggests affiliation. Accordingly, it is improper comparative advertising. While the actual comparison of BellSouth's products and services with Supra's products and services is proper, use of the key phrase is not. Supra's use of the BELLSOUTH mark in the key phrase and in a distorted fashion is not lawful comparative advertising.

Accordingly, the Court finds that BIPCO has shown a likelihood of success on the merits of its federal trademark infringement and unfair competition claims.[2]

B. Florida Unfair Competition Claims

The likelihood of confusion analysis applied to determine violations of the Lanham Act is equally applicable to state unfair competition claims and Florida Deceptive and Unfair Trade Practices Act ("FDUPTA") claims. See Laboratorious Roldan C. por A. v. Tex Int'l, 902 F.Supp. 1555, 1570 (S.D. Fla. 1995)(state unfair competition); Babbit Electronics, 38 F.3d at 1181 ("FDUPTA"). Accordingly, the Court finds that there is a likelihood that BIPCO will succeed on the merits of its Florida

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[2] Supra also raised a defense that its use of disclaimers in the advertisements alleviates any confusion, however, this defense is now irrelevant as the issues have been narrowed to the use of the BELLSOUTH mark. The disclaimers only appear on the Website and not on the billboards.

unfair competition claims.

C. Dilution Claims

BIPCO also alleges that Supra's use of the BELLSOUTH mark constitutes trademark dilution under the Lanham Act of 1946, 15 U.S.C. §1125(c) and the statutory law of the State of Florida, Section 495.151, Florida Statutes.

The Federal Trademark Dilution Act of 1995 provides:

> The owner of a famous mark shall be entitled, subject to the principles of equity and upon such terms as the court deems reasonable, to an injunction against another person's commercial use in commerce of a mark or trade name, if such use begins after the mark has become famous and causes dilution of the distinctive quality of the mark and to obtain such other relief as is provided in this subsection.

15 U.S.C. §1125(c)(1). Strong marks are given extra protection "if the defendant's use diminishes or dilutes the strong identification value associated with plaintiff's famous mark." Times Mirror Magazine v. Las Vegas Sports News, L.L.C., 212 F.3d 157, 163 (3d Cir. 2000). To establish a prima facie case under the federal dilution act, BIPCO must prove:

1. BIPCO is the owner of a mark that qualifies as famous under §1125(C);

2. Supra is making commercial use in interstate commerce of the BELLSOUTH mark;

3. Supra's use began after BIPCO's mark became famous;

4. Supra's use causes dilution by lessening the capacity of

the BELLSOUTH mark to identify and distinguish goods or services. See Id.

Additionally, Florida Statute Section 495.151 protects against "dilution of the distinctive quality of the trademark . . . notwithstanding the absence of competition between the parties or of confusion as to source of goods or services." Fla.Code.Ann §495.151.

The Court finds that the evidence in the record clearly demonstrates that the BELLSOUTH mark is a famous mark entitled to protection from dilution. See Appendix A. The Court also finds that Supra used the BELLSOUTH mark in commerce after the BELLSOUTH mark had become famous. The only remaining issue relating to dilution is whether Supra's use of the BELLSOUTH mark causes dilution.

As discussed above, Supra's use of the mark BELLSOUTH in the key phrases is likely to cause customer confusion as to the source or sponsorship of the service. Indeed, consumers are likely to think that Supra is somehow affiliated with BellSouth such that Supra can affect BellSouth's bills or rates. This confusion is likely to dilute the strength of the BELLSOUTH mark so as to detract from the mark's ability to identify BellSouth as the source of its own services. See Robarb Inc. v. Pool Builder Supply, 21 U.S.P.Q. (BNA) 1743, 1754-55 (N.D. Ga. 1991); James Burrough, Ltd. v. Sign of Beefeater, Inc., 540 F.2d 266, 274-5

n.16 (7th Cir. 1976)("A trademark likely to confuse is necessarily a trademark likely to dilute.")

The Court notes, however, that Supra's modification of the BELLSOUTH mark by having it "kicked" by the reclining woman is not likely to be sufficient for trademark dilution. This "kicking" is not similar to the cases cited by BIPCO in which a mark is mocked or ridiculed. See Deere & Company v. MTD Products, Inc., 41 F.3d 44-45 (2d Cir. 1994)("Not every alteration will constitute dilution.")

Based on the foregoing, the Court finds that it is likely that Supra's use of the BELLSOUTH mark in the key phrases will constitute trademark dilution

III. IRREPARABLE HARM

The Court finds that BIPCO will suffer irreparable harm if Supra is permitted to continue its current advertising campaign. Indeed, where a plaintiff shows a substantial likelihood of success on the merits of an infringement action, the plaintiff is entitled to preliminary injunctive relief. See Levi Strauss, 51 F.3d at 986; E.Remy Martin, 756 F.2d at 1530; Laboratories Roldan, 902 F.Supp. at 1570("Likelihood of confusion constitutes irreparable injury.")

IV. BALANCE OF THE HARDSHIPS

The Court finds that the balance of the hardships also weighs in favor of BIPCO. If Supra continues its current

advertising campaign, BIPCO is likely to suffer repeated harm and a possible weakening of its trademark. However, Supra's harm is minimal. The Court is not completely enjoining Supra from engaging in comparative advertising. Rather, the Court is merely limiting the manner in which the mark BELLSOUTH may be used. Supra may continue to inform the public that it now has a choice in local telephone service, it simply may not do so by use of the key phrases or by distorting the BELLSOUTH mark. Accordingly, the balance of the hardships weighs in favor of BIPCO.

V. PUBLIC INTEREST

In any case involving unfair competition and trademark infringement "the public interest in preventing confusion around the marketplace is paramount." Coach House, 934 F.2d at 1564. Indeed, preliminary injunctions are particularly appropriate "in trademark litigation where there is an obvious likelihood of confusion between two identical names or marks and a resulting difficulty in ascertaining the possible loss of sales, goodwill, and reputation." Kardex Sys., Inc. v. Sistemco N.V., 583 F.Supp. 803, 810 (D.Me. 1984). The Court finds that it is in the public interest to enter a preliminary injunction preventing Supra from continuing in its current advertising campaign to the extent that the mark BELLSOUTH is used in the key phrases or used in a distorted fashion.

The Court does not, however, find that a preliminary

injunction completely preventing Supra from using the mark BELLSOUTH is appropriate. BIPCO cites to a line of cases in which courts have enjoined a competitive business from using a mark in a legal comparative advertisement because of a history of infringement. See Kentucky Fried Chicken Corp. v. Diversified Packaging Corp., 549 F.2d 368 (5th Cir. 1977); Eskay Drugs, Inc. v. Smith, Kline & French Labs, 188 F.2d 430 (5th Cir. 1951); Broderick & Bascom Rope Co. v. Manoff, 41 F.2d 353 (6th Cir. 1930). BIPCO has failed to establish any such history. Indeed, this is the first courtroom battle over Supra's use of BIPCO's marks. The Court finds that completely preventing Supra from using BIPCO's mark would be excessive and inappropriate.

CONCLUSION

The Court finds that 1) BIPCO has shown a likelihood of success on the merits of its claims; 2) there is a substantial threat of irreparable harm if a preliminary injunction is not granted; 3) the balance of the hardships weighs in favor of granting a preliminary injunction and 4)the public interest supports injunctive relief.

The Court notes that the parties have been able to settle some of this issues in this action. To continue in the spirit of settlement and cooperation, the Court encourages the parties to confer regarding any future advertising, consistent with this opinion, so as to obviate any future need for litigation.

Accordingly, it is

ORDERED AND ADJUDGED that BIPCO's motion for preliminary injunction is GRANTED to the extent that it enjoins Supra from the use of the BELLSOUTH mark in the key phrases "Kick Up to 50% off your BELLSOUTH phone bill" or "Get up to 50% off your BellSouth phone bill." It is further,

ORDERED AND ADJUDGED that Supra is enjoined from:

1) using the mark BELLSOUTH in its current advertising campaign in the phrases "Kick Up to 50% off your BELLSOUTH phone Bill" or "Get Up to 50% off your BellSouth Phone Bill" pending the outcome of this case; and

2) from using the BELLSOUTH mark in its current advertising campaign in a distorted fashion pending the outcome of this case.

DONE AND ORDERED in Chambers at Miami, Florida, this 9th day of February, 2001.

DONALD L. GRAHAM
UNITED STATES DISTRICT JUDGE

cc: Magistrate Judge Turnoff
Gary L. Goodenow, Esq.
Stephen M. Schaetzel, Esq.
Brian Chaiken, Esq.

APPENDIX A

EXHIBIT _____

Docket No. 000649-TP

Deposition of Ronald M. Pate

Offered by: WorldCom

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 000649-TP EXHIBIT NO. 5
COMPANY/WITNESS: Pate
DATE: 10-4-00

STIP-RMP-D

In The Matter Of:

Petition of MCImetro/BellSouth Arbitration

RONALD M. PATE
August 9, 2000

BROWN REPORTING, INC.
ATLANTA, AUGUSTA, CARROLLTON, ROME & SAVANNAH
1740 PEACHTREE STREET, N.W.
ATLANTA, GA USA 30309
(404) 876-8979 or (800) 637-0293

Original File 0809PATE.ASC, 200 Pages
Min-U-Script® File ID: 3432562029

Word Index included with this Min-U-Script®

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re. Petition of MCImetro Access Transmission Services, LLC and MCI WORLDCOM Communications, Inc. for Abritration of Certain Terms and Conditions Of Proposed Agreement with BellSouth Telecommunications, Inc. Concerning Interconnection and Resale Under the Telecommunications Act of 1996) Docket No. 11901-U

DEPOSITION OF

RONALD M PATE

August 9, 2000

9 10 a m.

675 West Peachtree Street
Atlanta, Georgia

Colleen B. Seidl, RPR, CCR, CCR-B-1113

BROWN REPORTING, INC.
1740 PEACHTREE STREET, N W.
ATLANTA, GEORGIA 30309
(404) 876-8979

APPEARANCES OF COUNSEL

On behalf of BellSouth:
T MICHAEL TWOMEY, Esq
BellSouth Telecommunications, Inc.
675 West Peachtree Street
Atlanta, Georgia 30375

On Behalf of MCI WorldCom:

DULANEY L. O'ROARK, III, Esq.
MCI WorldCom
Six Concourse Parkway, Suite 3200
Atlanta, Georgia 30328
and
JOHN R MONROE, Esq.
5th Floor
2520 Northwinds Parkway
Alpharetta, Georgia 30004

Also Present:

Jonathan W Audu, Florida Public Service Commission, (via telephone)
Felicia R Banks, Florida Public Service Commission, (via telephone)

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MR. O'ROARK: Hello, is anyone there?
MR. AUDU: This is Jonathan Audu and I'm the only one here.
MS. BANKS: Felicia Banks with the Florida Public Service Commission. How are you?
MR. O'ROARK: Hi, Felicia.
MR. TWOMEY: Hi, Felicia. We're doing just fine. We're getting ourselves organized here. Anybody else here on the line?
MS. BANKS: Not that I have been made aware of.
RONALD M. PATE,
having been first duly sworn, was examined and testified as follows:

EXAMINATION
BY MR. O'ROARK:

Q: Good morning, Mr. Pate.
A: Good morning.
Q: My name is Dulaney O'Roark. We have met before.
A: Yes.
Q: I expect you have been deposed a few times before in your career?

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A: Yes, I have.
Q: So I'm certain you are familiar with the ground rules. But if I ask anything that's unclear to you, please feel free to ask me to clarify a question. I'll do my best to do so.
A: Okay.
Q: Mr. Pate, why don't we start by talking about Issue 1, where you offer some testimony. This is a preliminary question. Can we agree that it can take a long time to develop an electronic interface to take the place of a manual process for BellSouth?
A: Yes, it can.
Q: Can it take a year or more?
A: Yes, it could.
Q: Why don't — to get through this issue, what I would like to do is show you a Response to Data Request that BellSouth provided in the North Carolina arbitration proceeding.
A: Okay.
MR. O'ROARK: And why don't we mark this as Pate Exhibit 1.
(Pate Exhibit 1 was marked for identification.)
MS. BANKS: Felicia Banks with the Florida Public Service Commission. Have we gone

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through preliminary matters yet? You're coming in, but you're coming in faintly on my end.
MR. TWOMEY: We have really not discussed any preliminary matters. I think we have been operating and I don't think — have you been on the line for the last two days?
MS. BANKS: No, sir, I have not.
MR. TWOMEY: So, I'm sorry, you did not benefit from our earlier discussion. I don't think —
MS. BANKS: I have not. I just wanted to interject and just state for the record that this deposition will also be used for the Florida arbitration?
MR. TWOMEY: That's correct, and I think, De, it probably behooves us to put that preliminary statement you put on the record with Al on the record now, or for each of the depositions.
MR. O'ROARK: That's fine. I'm trying to remember what the preliminary statement was, but I believe what we've agreed is that this deposition is being

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taken for the purposes of the Georgia, Florida, Tennessee and North Carolina arbitration proceedings between BellSouth and WorldCom.
MS. BANKS: That's fine. Thank you.
MR. O'ROARK: We've also agreed that all objections except as to the form will be reserved until the time of hearing.
MS. BANKS: Thank you.
Q: (By Mr. O'Roark) Mr. Pate, have you had a chance to look at Pate Exhibit 1?
A: I'm looking at it right now.
Q: Please take your time.
A: Okay, I've looked it over.
Q: Are you familiar with this data request response, Mr. Pate?
A: Yes, I am.
Q: In fact, did you help prepare it?
A: Yes.
Q: Is it accurate to the best of your knowledge?
A: Yes, it is.
Q: Let's start with the first portion, which deals with BellSouth's residential retail operations. The services here that you have listed are the

services that BellSouth residential reps can order electronically through the Regional Negotiation System known as RNS; is that right?

A: Yes, that's correct.

Q: Does BellSouth enable CLECs to order each of these services electronically?

A: I did not do a one-for-one comparison for each of these. There may be some qualification to it. For example, I see Hunting on here. We do allow Hunting, but there may be some restrictions depending on the number of lines for a residential order. I think it is six, frankly, but I'm not certain, so there may be some qualifiers like that. But other than that, I think for the most part yes, but I have not done that one-for-one comparison.

Q: As we sit here today, what qualifiers are you aware of?

A: There is a grid that we publish. It's published in two different places: One is with the Service Quality Management, the SQMs. We have a grid that describes everything that we offer for the CLECs and tells you whether it flows through or not. Then also in the BellSouth Business Rules, which is used in the most recent release, it shares all the business rules for the electronic and manual

processes. There's a description in there as well. A little bit different format, it shows it by requisition time and activity types, what you can and cannot order electronically and of those, which ones actually flow through the system without any type of intervention.

Q: Do those sources have a comparison to what BellSouth can order electronically?

A: No. No. They are focused on specifically the CLEC systems itself.

Q: Since we don't have those in front of us right now, can you — I think as you look through this list, you noticed a couple things where there might be some restrictions on the CLEC's ability to order electronically. I realize that this is a long list.

A: Yes.

Q: And I'm not going to hold you to perfection here; but as you look at this list, can you give me at least some examples of things that BellSouth can order electronically but that CLECs can't?

A: There's one on here, pending orders that you electronically order, and I think it's the same for RNS. I'm sorry, it's on page 3 of 6. When you

order that, that will result in it falling out because you have a pending order already on that account. Someone looks at it, so you can still order it electronically.

Q: So is that a case where for BellSouth the order would flow through, but for the CLEC it would not?

A: No, it doesn't actually flow through with BellSouth as well. Some indicator — it's my understanding at least — in their RNS system comes up to say "you have a pending order, look at this, make sure it's not a duplicate order," and so forth. But I myself have not looked at that.

In the BellSouth systems for our CLEC customers, it definitely falls out for a rep to look at it because there is a pending order. That's the only mechanism we can make that happen, and then they take action based on what they see and look at.

Q: You had mentioned Hunting in your earlier response. Is that something that BellSouth can order electronically but CLECs cannot?

A: It depends on the type of Hunting service we're talking about. Series Hunting, yes. Other than Hunting arrangements, no.

The Series Hunting arrangement, which is

one that would be most commonly used and I refer here for, I would think at least from a consumer standpoint, it should be comparable. It should be comparable what you can do as a CLEC as well as what you can do as a BellSouth consumer.

Q: Let me make sure I understand your answer. For a Series Hunting, both BellSouth and CLECs can order it electronically?

A: Yes.

Q: For other types of Hunting, BellSouth can order it electronically, but CLECs cannot?

A: Well, no, that's not exactly accurate. We're talking here now about consumer, is what you asked me to look at first.

Q: Yes.

A: I'm focusing my answer on consumer.

Q: Is Hunting not included in the consumer categories?

A: It is included, Hunting, but they have one term, Hunting.

Q: Yes.

A: But there's separate categories of Hunting. There's two or three categories. So what I'm referring to is the Series Hunting and I'm saying from that standpoint, I think that's what they are

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referring to here, but I'm not sure. I have to go back and look at that. That makes sense to me that's what it should be, and then that should be the same.

But there is a limitation as to the number of arrangements and I think that's the same as well. I think it's six, but I'm not certain.

Q: When you say the same, you mean the same for BellSouth as for CLECs?

A: Yes, yes. I think it's all the same comparable there for the consumer.

Other than that, there's nothing on here that just jumped out at me saying you can't; but once again, I have not done that one-for-one comparison.

Q: Let's take a look then at the business services which start on page 5 of Item No. 1, and we've got a two-page list of services. Are these all of the services that BellSouth can order electronically via ROS?

A: Yes. And notice that we categorize these as partially electronic, is the way we responded to your answer here. But, yes, this is all the ones that was identified working with the business units for their services.

Q: And the reason that you describe it as partially electronic is that there is what you would

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describe as a manual preordering process that takes place before the order is submitted?

A: Well, there's two things. That is one, the manual preorder and the collection of the data on some of these orders. Typically they were talking about more of the complex orders. So you have to get the compilation of data and typically the person that enters that order is not the same one that compiled the information, because there's an Account Team, similar to what you would have as an Account Team that's interfacing with the end user, gathering information from them, and then coming back, getting what they need to put the order together, so that that order a lot of times is written up on a piece of paper and then given to the representative that actually enters it to the system. So that's one piece of it.

The other piece is what we're trying to make clear is that we consider it partially electronic because this is being built in a sales service order format and that's an important distinction because requests from a competitive local exchange carrier comes to us in a Local's Service Request, an LSR format.

Q: What is the format that ROS spells?

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A: I said sales service order or you'll hear it referred to as service order. Service order is probably the better way to refer to it. The service order format is the format just like SOCS, Service Order Communication System. It has to get that information in in order to pass it down to the systems, our downstream provisioning systems, for processing the order.

Q: I think we had a chance to discuss this at the recent Georgia Performance Measurements hearing?

A: Yes, we probably did.

Q: And as I recall your testimony, what you said was that in ROS, the BellSouth rep actually builds a service order so that when the rep is finished, it pushes the equivalent of a transmit key and it goes straight to SOCS without the need for a service order generation?

A: That's correct.

Q: Let's talk about that process for just a minute because I remember you described ROS, at least for in some cases, putting together a — I think you said it was a work flow for the service rep. I want to understand that a little bit.

Let me tell you what I think I understand by that and then you can correct me where I'm wrong.

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A: All right.

Q: What I gathered from that was that ROS would kind of lead the rep through with a series of prompts requiring the inputting of information and then at the end of that process, you would have a complete service order. Is that a fair understanding?

A: That's a high level fair understanding. A little bit of clarification. It's really shows up in various folders that's organized in such a way as you complete the first part of it, which could be getting the, you know, the customer's name and address down, particularly if it's a new order, so you're doing all the address validation components. Then once you're complete with that, it takes you to another folder that starts you with the next step you need to do.

Within those folders there's a point and click type technology for the most part and that work flow that you can point on it, do a click, it will give you options and you can then select one of those options. That then, of course, behind the scene of the application is driving the completion of the actual service order itself.

Q: So the rep has got to go through a series of folders and once the rep is complete with folder

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one, you probably get a prompt, "Okay, you're done with Folder 1, now go on to Folder 2."
A: Exactly, something along that line. Let me clarify that for you. Not every product or service in ROS, though, has a work flow. That's what we talked about in the proceeding before the Georgia Public Service Commission where I adopted Mr. Coon's testimony in that case. A lot of these, and this is primarily to the complex services, those work flows or work designs are not in place. So what the service representative actually does is they build that service order in a free form entry fashion.
Q: Which requires more training so that you can properly format the order?
A: Typically, typically it does. That's usually our more experienced reps or they are given input right up front that has all that spelled out for them. But usually someone who is very experienced and knows how to interpret whatever input they are given from, particularly if something is wrong, and actually builds it in that format which would be the format once again transmitted directly to SOCS.
Q: For what kinds of services does ROS have work flow setup?

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A: The way we try to answer this is, my understanding of the answer is, this first piece, on page 5, is those that are designed for the work flows, and the next page is misnumbered, it says 1 of 6, but it's supposed to be 6 of 6.
Q: Right?
A: So 5 and page 6, and then I thought we had a question, you know, for complex ordering. The following BellSouth resale services are complex is really the next question. If you see that?
A: I do see it.
Q: This is Item 2, pages 1 and 2 of 2?
A: That's right.
Q: And so for these complex services, there's no work flow set up?
A: That's my understanding. I haven't done a one-for-one comparison. We had to work with the people obviously, that's the retail systems ROS, and this is the way they gave it to us. That's my understanding. That's the way I was trying to request it, I can tell you that.
Q: Let's talk first about a new order in ROS. Can you give me the basic components that would be common to any new ROS order? I mean obviously you need the customer name, I suppose.

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A: Yeah. If we start with a new order from the very beginning, they don't have any service, we are putting in a new line.
Q: Yes.
A: Let's look at that scenario. It's going to be the same common components as you would for processing an order for a CLEC customer as well. So you're going to start off with getting — of course, you're going to want to know who you're talking to, so you can get the customer's name, but at that point in time you may not be getting the name exactly the way it's going to be order, but just engaging in conversation. What you're really going to drive for first is to get the address and that address validation is critical to then trying to drive what service you can provide to them.
So after the address, I'm trying to just think logically through in my mind. If it's a brand new customer, we obviously don't have any Customer Service Record information, so there wouldn't be any information pulled down for any existing services. If it was a customer that maybe you didn't have this address, but had existing services somewhere else, you may get some information. You'd take a look at that, that information associated with that through a

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Customer Service Record. The same thing you would do for your CLEC end user.
Then you would be driving to take a look at what service and feature do they really want. So by the address validation, it's accessing systems that says this is going to be the serving office, the Central Office that serves that address and it's going to come back and give you some information that says these are the features and services available.
Now our systems obviously have some marketing touches to it. You know, ask them this question, probably, or it may give them some suggestions based on what their needs are that comes in the course of the conversation, particularly RNS does that.
But at that point in time you're driving to what services do you want and then based on those services, it's going to give you the Central Office listing as to what's there and some other choices, and you can discuss other things. We train our reps to sell them all the features we can at that point in time.
So you have that discussion so you can really fine tune "what do you want?" So you build that base in the order.

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The next thing that will happen in the process is due date negotiation, when would you like to have this in place, and the service rep will have some displays back from accessing some systems that will help them with their intervals. The same similar things that we have in our interfaces built for the CLECs, so they can see when it would be available for installation; and based on that, you put in your requested service date associated with providing that service.

And you'll get into directory listings; how do you want your name or business to appear in the directory listing, as well as how many directories do you want? Those type of things would be asked.

I think I probably touched on it all, that you just hit the button and let that rascal go. Hopefully you get nothing back saying there's a problem with the order that you've taken.

Q: Let's talk about a ROS new order again. Totally new service to some business customer presumably. I suppose for a customer name, that's just something the customer is going to have to give you and it is going to have to be manually input. Is that right?

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A: Yes.

Q: Now for address, the customer is going to give you an address and you're going to bounce it off the RSAG?

A: Yes, the Regional Street Address Guide.

Q: The court reporter appreciates that. Once you get the correct address, let's say the RSAG tells you here is the way, it gives you something that's a little bit different that was typed in.

A: Uh-huh.

Q: In ROS, can you then prepopulate the order? Can you push a button and cause the RSAG address to be populated in the order?

A: Yes, I think so. Now the RSAG address comes back as a parsed address to you and it will drive right into the order itself.

Q: When you say it is a parsed address, does that mean, for example, that the street number would be separate from the street name?

A: Yes.

Q: And say there's a directional component like northwest, that would come back separate?

A: Yes.

Q: I suppose there are other components too,

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but it is all divided up so that an order can be prepopulated and it doesn't have to be retyped?

A: That's correct. That same ability, of course, is available to CLECs as well.

Q: While we're on the subject, if you went to a CSR, could — would you have that same parsing ability to be able to parse it that finally?

A: No. The CSR brings back the data. It's parsed at a different level and it is parsed at the level which our whole systems have been built around for years. It gives it a line level, so where the address, since we're discussing that, for example, it gives it one whole line of information. You know, prefix, street address, name, drive, so forth.

Q: Which wouldn't be sufficient to prepopulate an order?

A: Well, it depends on how you design your system. For us it is sufficient. Actually if you look at ROS, that's the way the order is populated and gets driven; and because that's the way we receive it into SOCS, that's the format that has to be there for our provisioning systems.

Q: Well, let me follow-up on that point. We're maybe digressing a little bit, but I would like to understand that, because I mean it's true, isn't

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it, that the address as it appears in RSAG sometimes may sometimes be different from the address as it appears in the CSR? They may not match?

A: For an end user, their service, no. They should match. I don't understand situations where they would not match. Maybe you can help me better understand.

Q: I have to turn the tables on you. I think you're going to have to help me understand.

A: Okay.

Q: Because perhaps I didn't understand correctly, but my understanding was that the CSR and the RSAG were two different databases and that, for example, if you sought to prepopulate an order with CSR information, you might not end up with an address that would be valid if you bounced it against the RSAG?

A: No. No. The prepopulation piece, it should come back with the same address. That's important for address, for location, for facilities.

The only address that can be different on a Customer Service Record might be if you have a different address where you want your bill sent or something of that nature. But for where the facilities are actually located that you're serving,

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that should be the same address. There shouldn't be a difference.
Q: When you say the same, would they be identical? Same abbreviations and everything?
A: Yes, it should be.
Q: And what is it in BellSouth's systems that causes them to be identical?
A: Well, what's driven to that Customer Service Record typically when you establish the service is the address out of the RSAG, and that's what populates the CSR.
Q: So when the customer is new, the order comes in, it's bounced off against the RSAG; and then once the order goes in and the service is completed, the CSR is created that has that information in it?
A: Right.
Q: And that's why they are the same?
A: Very well said.
Q: Thank you. I have at this for three years; I should be learning something, I suppose.
We're still talking about ROS, still talking about a new order. Talking about customer name, address. Services and features. With ROS, there's going to be a pull down screen once you got the address, you know the serving wire center, you

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know the service and features that are going to be available to the customer?
A: Uh-huh.
Q: You walk through it with the customer and you've identified all the services and features that the customer wants?
A: Yes.
Q: In ROS for a new order, can that information then be prepopulated into the order?
A: Well, what they are doing is they are populating that as their — if it's a small business and they are doing this over the phone directly with the end user, as they are doing that point and click technology, it is building the service order as they go.
Q: Yes. I think we're just using slightly different words. I use the world prepopulation and you used the word building. Are those concepts different in your mind?
A: Well, the only difference would be a prepopulation to me means you're pulling information from a database that's driving right to it.
In this case information has been pulled down that they are looking at from a database, but still they are having to do a point and click to

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select it, "this is what I want."
Q: Once the rep clicks on a particular service, then that service information flows directly to the order, right?
A: For those where the work flows have been built; and not every one has a work flow.
Q: So we need to clarify that what we're talking about is a new order where there's a work flow in place?
A: That's correct.
Q: Thank you for that clarification.
A: The rep, even in ROS in that case, has the ability to freehand enter that information as opposed to using the design work flow. So they can do either way. You may see, frankly, one of our representatives that has been doing this for 20-plus year say I don't like this point and click technology, been doing the old way, and they may actually build it. So they have the ability to do that.
Q: When that service and feature information is populated in the order or built into the order, does that include the USOC information?
A: The USOC information is usually driven through some point and click technologies. So the

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user for ROS, the representative, must likely be looking at some English translation and they are selecting that, and then behind the scenes the USOC population for the order is being driven.
Now for those situations where the work flow doesn't exist, then they are going to have to populate that information.
Q: And then for the due date — gosh, it's been awhile since I visited this subject, it may have changed in the last year or two — is the BellSouth rep able to go to a screen that shows the available dates?
A: Yes, same type of screen format that we have built into LENS and TAG and our EDI.
Q: Can the rep click on a date and have that become the due date?
A: Typically this is going to show you a calendar. First it's going to show you the open dates as opposed to closed. Closed could be closed because the workload is already full and they are not taking any more or it could be closed because that's a normal close date, it's a holiday or Sunday.
So the order is going to have a defined interval and they are going to have to state at that interval or beyond. If they try to go before that

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interval, then they would have to do some sort of escalation process to get that accepted.
Q: Part of the order is a requested due date, isn't it?
A: Yes.
Q: Does the rep type that in by hand on a new ROS order with work flow or is there something that the rep can click on and cause it to be automatically populated or built into the order?
A: I'm not sure. Most likely it would be a calendar is up and it would be a point and click on that date, most likely, but I'm not sure.
Q: And then finally you mentioned directory listings. How does the BellSouth rep building a new work flow order get directory listings information in the order?
A: They have to input that, freehand input that, based on how they want that listing to appear.
Q: Let's talk about same new order but for a complex service where there's not any work flow.
Is there any information that gets where there's point and click, or is it all a manual typing up of the order?
A: My understanding is it is all. There may be a little bit of point and click. By a little bit,

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we're talking about less than 10 percent, but it's predominantly a free entry form. I cannot think of anything that would be —
Q: The address maybe?
A: Maybe an address or something of that nature, but most of it is going to be — you're really dealing with the services that you're providing and driving all those USOCs and associated features, and all that is going to have to be entered.
Q: That sounds like it's kind of like the old days with the DOE and SONGS?
A: It really is. I mean it's very comparable. If you look at the two side by side, you'd almost be seeing the exact same format of entry information.
Q: Now let's talk about the situation where the customer is already being served by BellSouth and wants a new service or feature.
A: Uh-huh.
Q: And let's talk about the work flow situation. What information does — the BellSouth rep gets the call. What information does the BellSouth rep need to create that order?
A: Well, usually an order like that, they'd

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be changing something or maybe adding an additional line and so forth. But what they are going to get when they enter that telephone number or address, typically they get the telephone number and it's going to pull up that customer's service record information for them so they can see what they currently have at that address, what they are currently paying.
You know, that was all part of the process and I think we covered it before, but you see the rates that we charge. The representative can discuss that with the end user. So it's pulling up essentially the Customer Service Record.
Q: And then when it comes time to actually put in their request for the new line or the new feature and what have you, walk me through how that happens. How is that order created?
A: Well, it's really about the same step. So we have the address already in front of us, but you still have got to validate it again back to RSAG.
Q: Let me take you back one step. Can you prepopulate the customer name?
A: Most likely it's already prepopulated for you. You're starting to build it. By pulling the customer's service record, they have built a way to

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bring that information into the order.
Q: I see. So as soon as you pull up the CSR, some of the information from the CSR is immediately transferred to the order that you're building?
A: Your core of basic information: your customer name, address, and so forth. They pull that in the way the CSR record gives it to them, which, as we discussed, is really parsed at a whole different level, but that's how they drive it to their order.
Q: When you say it's parsed at a whole different level, what do you mean?
A: Let's use name for example, to illustrate.
Q: Sure.
A: It's a simple one. Let's use consumer because it's easier to deal with, but use my name, Ronald M. Pate. Well, if you look at some of the standards today and come out OBF for your LSR, you have a last name, a first name and a middle initial. The way that information comes back is built in the CRIS system, which is where the customer service records come for. That comes back as one line of data. So you get Ronald M. Pate. I think it actually comes back Pate comma Ronald M, and that's the way it populates in ROS and will be driven to the order for our systems to accept it downstream.

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Q: So SOCS doesn't require the name to be parsed into three pieces?
A: No, and this is an issue with some of the, you know, CLECs in developing their systems, because the way things have evolved is, let's face it, if you build a system today, you may want everything to be parsed using the name example. But the way our system has been built over the years, that has not been the case and the Customer Service Record therefore does not have it parsed at that level.
Q: Going back to our situation where there's an ROS order, you've got a work flow, order a new feature or service, and we've already got quite a bit of the order built because we pulled up the CSR. What does the rep need to do then to complete the order so that it can be transmitted?
A: Let's back up one step on the question, if I may.
Q: Sure.
A: You have to first decide what they are doing. If they are adding a new line, then you're going to have to go through the whole series of what do you want on this line, what features and so forth.
If it's a scenario where you say I just want to put Caller I.D. on my existing line, then, of

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course, it's just a selection of that one feature.
So they are going to have to go through that negotiation process of what is it you want. Then based on that, this is what it's going to cost, and they tell them the rates and they agree. And then based on that, you have built essentially the order information necessary except for negotiating when do you want it in place.
Q: So if you're just adding a simple additional feature like Caller I.D., Call Waiting, what have you, the customer calls, you call up the CSR, the customer says "I want Caller I.D.," you tell him how much it costs, the customer says "yeah, I want it." There's a pull down screen, click on Caller I.D., and you're pretty much — I guess you have to decide on a due date?
A: Right.
Q: Establish the due date and then pretty well you can transmit the order?
A: It sounds simplistic, but understand that it's accessing ROS. In this case it's accessing all the same databases that the CLECs' systems have to access to determine the availability of that feature. So it would be going to COFFI, for example, to say, based on that serving Central Office, is this feature

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available? And it will come back and say yes, it exists. Then it goes to DSAP, which starts looking at the intervals which says, so based on that, when can we put that in place? All that in reaction is taking place in coming back to them just like it does for the CLEC systems so that they can then use that information to drive, to populate, and finalize the order.
Q: You mentioned the COFFI database for features and services?
A: Yes.
Q: I thought that was PSIMS?
A: Well, it's a combination of PSIMS and COFFI. COFFI has more of the USOCs. I think they're driven there. I would have to look at my own descriptions of each one of them, but it is a common access. The PSIMS, the product and services information, is part of that as well.
Q: And then in the chain situation, non-work flow, would you be able to do that kind of what I would call prepopulation from the CSR or would you have to build it from scratch?
A: You would pull in probably the same core basic information: name, address, those things. But then if it doesn't have a work flow — work flow

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really gets to what you're putting in place, what product and service you're putting in place. That you're going to have to build.
Q: All right. While we're on this subject, let's try to walk through kind of the same scenario as on the residential side. I think I'm gathering it's going to be fairly similar, but now we're talking about RNS, the regional negotiation or navigation system.
It's navigation, not negotiation, isn't it?
A: No, Regional Negotiation System.
Q: Oh, sorry.
A: I had to stop and think when you said that.
Q: In residential order, I guess all the residential orders would fall into the flow through — or, I'm sorry, the work flow category. Is that fair?
A: There are a few exceptions and I see on a data request that we didn't identify those. We're talking about, I can't even tell you what they are. They are very, very, very few and very seldom used.
Q: So for all practical purposes, they are all in the work flow category?

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A: Right.
Q: Then for the new RNS order, you're going to need the same basic categories of information. And just to walk through it quickly, you have to get the customer name, from the customer obviously. It's going to be an address that you're going to bounce off the RSAG and then prepopulate in the order?
A: Yeah, the telephone number if it's new. Get a telephone number.
Q: I think that's one we forgot in ROS?
A: Probably didn't mention it, but yes, telephone number. If it's new, you're always going to have to establish a telephone number. That's obvious in that selection.
Q: New order in ROS where there's work flow, how does the telephone number work?
A: It would go to ATLAS, the same system it goes to for CLECs, to bring back a telephone number that's available in that Central Office. And, of course, you'd have the ability to select that one and it will give you a range. If they want to try a particular number, a particular type of order, easy-to-remember number, we'll give you those same situations we have for our CLEC customers.
Q: Once it's selected, it is point and click

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and the number goes into the order in ROS?
A: Yes.
Q: Same thing in RNS?
A: Yes.
Q: And then I think we discussed the address in RNS. The customer is going to give you the address. It's going to be validated against RSAG so that you get the correct address that can then be prepopulated into the order?
A: That's right. And, of course, RSAG will tell you if it's incorrect. And you have to go through that process to figure out what is the correct address, because that's critical.
Q: It might give you three or four possibilities of what you could be talking about and you have to work through that with the customer?
A: Yes.
Q: Services and features with RNS. It's once you know the address, then you're going to know the services and the features that are available, you're going to work through it with the customer, point and click, and those services and features are going to be populated in the order?
A: Right.
Q: Due date is going to be the same as in ROS

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in a work flow situation, or actually I guess even without a work flow situation, you're going to go to that calendar and be able to choose a date?
A: Either way.
Q: And then for directory listing, the customer is going to have to give you that and that's going to have to be manually typed in by the sales rep?
A: The only thing that can be point and click with that is maybe style they want. You know, do you want it in bold or italics and things of that nature. But the line of entry, what you want to appear, they'll have to put obviously.
Now, I'll back up and say, as you're going through the selection of our retail systems for the features, products and services, they have some pretty standard product offerings that's probably built in as part of the application. You have heard of our Complete Choice.
Q: Groupings of services that BellSouth would offer?
A: Yes, which is the same thing any CLEC could do. If they want to offer as part of your marketing plan, what are you offering, what are you selling out there? So some of that programming is

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taking place in that point and click.
Q: Now let's talk about residential customer calls in and existing customer wants Caller I.D. I gather with RNS, customer identifies himself or herself by the telephone number and the rep is able to call up the CSR and prepopulate a good bit of that order?
A: Yes.
Q: And if it's something simple like Caller I.D., it would be the same thing as ROS in a work flow situation, Camille would pull down a screen, click on Caller I.D. and that feature is going to be populated in the order too?
A: Yes.
Q: And so then you've just got to negotiate a due date and it can be transmitted?
A: Correct.
Q: In that situation do you have to validate the address?
A: Yes, you always validate the address. You are building an order, it's a new order, so that the address validation is always a part of the process.
Q: Why do you do that for an existing customer at the same address as when service was created?

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A: Well, there are situations that occur very, very rarely, where something has changed over that address, it has been built or something minor different in RSAG over a period of time. This would happen if you had a customer that — you know, I think of my grandparents or something, that we finally convinced them to go put in Caller I.D., they have needed that for years, but they have never ordered anything on their line for 20 years, and there's been a whole new development around the farm that they lived on, so RSAG has been changed a lot. So even though they have gotten their bill and everything correctly, the way that Customer Service Record is built, it's never had to be changed with new information from being bounced against RSAG. Something had just minor changed that would have impacted the way, you know, what facility, what is serving them and so forth and so on.

So you always do a validation for that reason. Don't ever — and this is always a question — don't work from a Customer Service Record, don't assume this is correct. We even have this conversation with, when I talk with CLECs who I know one comes into mind where they had their marketing reps working through Customer Service

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Records that they got from us and/or was guessing some information without validating against RSAG, and RSAG just has some fine little things different that caused some of the orders to be rejected for address validation.

Q: It's still true, isn't it, that if you submitted an order with an address that is correct but say has the abbreviations spelled slightly different than RSAG has it, that order is going to get rejected?

A: Right. That's the reason you go through that validation of RSAG. It will come back and bring you the selections or something, say "all right, you put it in this way, did you mean this?" It will give you some opportunities to look at it and make sure you negotiate right up front you have the correct address.

Q: Say you've got a residential customer in Atlanta that moves from Point A to Point B in Atlanta. In that situation do you have to go through the process of creating a whole new order or is it more like the prepopulation situation where you have a CSR could change the address, same features, and then send a new order?

A: Let me make sure I understand your question. You have a customer that is at one location and they are moving to a new location?

Q: Yes.

A: And they want to maintain probably their phone number and everything else?

Q: Yes.

A: So it's not an issue that's going to be under local number portability where they are moving out of state or something?

Q: Correct.

A: It's just maybe down the street?

Q: Correct.

A: You're still going to have to process the orders. You're moving it, you're validating it, you have to have an order essentially to move from Point A to Point B, and depending on the particular situation that is served by the same CO, Central Office, it may not be much of a transaction, but still you're going to have to make that transaction change. That could be as simple as nothing but a billing change is what happened, but still you have to get it all aligned with the new address.

For the most part it's a billing change. You have a new address, you have to validate the facilities, the Central Office serving that,

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features, products available at that Central Office. You have to go through it.

Q: Looking back at the Data Request No. 1, pages 5 and 6, I think you distinguished these two pages from Item 2, which is the following two pages, I'm just going to make sure I understand.

On pages 5 and 6 of Item 1, are you listing there all of the business services that BellSouth reps can order electronically?

A: No. We refer to that as partially electronically.

Q: Partially electronically to use your term?

A: Yes.

Q: Then looking at Item 2, are the services listed here ordered electronically or partially electronically by BellSouth?

A: We could use the term partially electronically with the qualification that it's really the manual process because of all the collection of the data and entry here.

In these situations the person entering the order typically has no contact with the end user. This Account Team has built this.

Q: And then for Item 1, pages 5 and 6, are these orders that are built by someone typically with

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Q: And functionally that DS-1 combo is the same thing is the MegaLink Circuit, isn't it?
A: That's my understanding.
Q: Which is one of the items on your list here on which should be page 6 of 6, about six or seven items down. Do you see it says MegaLink Circuit (point to point)?
A: The complex services group, yes.
Q: No. Actually it's in Item 1.
A: Okay.
Q: Where we have —
A: Oh, I see where you're talking about, page 6 of 6. It's driving me crazy, it's saying 1 of 6, where it should say 6 of 6. All right.
Q: I tell you what, if you want to, if you want to, you've got the original there, if you want to cross out that 1 and make it a 6, I have no objection to it.
A: I'm just doing it on mine. It's just a personal little thing that's driving me crazy. I've made a correction on the copy I'm referring to.
Q: Now, just because MegaLink is on this list, it is a service that BellSouth can order, I believe what you would call, partially electronically?

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A: That's my understanding, yes.
Q: And ROS is set up so that it provides the work flow to the rep to build that MegaLink order?
A: That's my understanding. I would have to verify that to be 100 percent accurate, but that's my understanding when they built this response, yes.
Q: When you say built the response, you're talking about the response to our data request?
A: Yes.
Q: Is it the case that today WorldCom is still able to order DS-1 combos using an ASR?
A: I think you still are doing that.
Q: And WorldCom is able to order DS-1s using an ASR electronically; is that right?
A: That's my understanding.
Q: It's true, isn't it, that BellSouth intends to require WorldCom to begin ordering DS-1 combos using the manual LSR process, isn't it?
A: The manual until we can build a process for it to be electronic, that is correct.
Q: You may be providing me new information, so?
MR. O'ROARK: Let's mark what I'm going to hand you Pate Exhibit 2

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(Pate Exhibit 2 was marked for identification.)
Q: (By Mr. O'Roark) Please take a moment to review that, Mr. Pate.
A: All right. I've reviewed it.
Q: Have you ever seen this letter before?
A: Yes. This has been shown to me just here in the past week or so.
Q: And is this a letter that Sharon Daniels of BellSouth sent to Brian Murdoch of WorldCom?
A: Yes.
Q: The reason I'm showing you this letter is your testimony that you just gave that BellSouth is possibly considering providing an electronic process for DS-1 combos.
You'll see in the first paragraph of this letter that Ms. Daniels describes the LSR process that BellSouth intends to provide for what she calls the EELs and what I'm referring to as DS-1 combos. The last sentence in the first paragraph says, "BellSouth does not anticipate changing this requirement at this time."
So let me ask you, does BellSouth expect to change its manual LSR process to an electronic LSR process for DS-1 combos?

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A: They are looking at doing that, yes. I don't have any further information. What I think, just for clarification purposes, Ms. Daniels is saying here when it says "changing this requirement at this time," she's talking about the requirement of using the LSR. I don't think she was trying to imply that it would always be manual. We would like nothing more than to take all the unbundled network elements to find out a UNE remand order, and our goal is to move those to be fully electronic, submitted, and flow through.
Q: Based on your experience, can you give me any estimate as to how long it would take to create an electronic interface for DS-1 combos?
A: Well, let me just clarify. It is not creating a new interface. It is using the existing interface and then building the algorithms from a programming standpoint so that that input can come in electronic and then be translated over into what our downstream systems can accept. That's what they have to do, how you build that translation so that it gets into the Service Order Communication System.
Q: Based on your experience, how long would it take to build such a translation? Ballpark?
A: It varies. Ballpark, anywhere from four

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months to twelve months. It's all going to be dependent upon what other activities from a regulatory standpoint or such that we're working on. If you had just a dedicated resource to do that, you know, you're going to fit within that probably six month time frame, figure it out.

Q: As we sit here today, as far as you know, BellSouth has not decided to move forward with creating that algorithm?

A: That's not totally accurate. What I don't know have they decided to move forward with the algorithm for what we're referring to, you know, the DS-1 combos. What I do know is they are moving forward to look at all the UNE remand products to see which ones can we get that algorithm built. I don't know where the particular situation we're discussing falls in that.

Q: So for this particular product, the DS-1 combo, you don't know whether — well, as far as you know, BellSouth has not yet decided to move forward and develop the algorithm?

A: That's right, I don't know the status of that. I know it is on the table to look at, but I can't tell you any more status than that. I just don't know.

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MR. O'ROARK: Is this a good time?

MR. TWOMEY: Break.

MR. O'ROARK: Yes, good time for a break.

(A recess was taken.)

Q: (By Mr. O'Roark) Mr. Pate, just to wrap up, we were talking about DS-1 combos and how we order them. I take it fairly soon BellSouth intends to require WorldCom to order DS-1 combos using a manual LSR?

A: That's correct.

Q: So that WorldCom would no longer be permitted to use the electronic ASR process?

A: For the combos, that's correct.

Q: For the DS-1 combos?

A: That's correct.

Q: What would happen if we send a DS-1 combo order over using electronic ASR?

A: I do not know.

Q: Let's just assume hypothetically that WorldCom submitted a manual LSR for a DS-1 combo, would BellSouth charge WorldCom an electronic rate or a manual rate for that order?

A: Well, my understanding, it would be a manual rate.

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Q: Let's talk a little bit about Issue 78, and trying to figure out what we have left of this dispute.

Do you recall that Issue 78 deals with the providing credit information?

A: Okay.

Q: In your testimony you state that BellSouth is a member of the board of directors of the National Consumer Telecommunications Database Exchange known as the NCTDE; is that right?

A: That's correct.

Q: BellSouth uses the NCTDE and provides the information that you list on pages 5 and 6 of your rebuttal testimony?

A: Yes.

Q: Is BellSouth willing to continue using the NCTDE for the term of the contract that our companies are arbitrating?

A: I don't know that we have a contractual obligation or a term or anything with them. Right now we do this, we're just willing to provide that information. We're not a participant, we're just a member of the board. There's a distinction there.

Q: What is the distinction?

A: The distinction is that from a participant

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standpoint, we don't go and get any of the information ourself or use any of the information, so we're not paying any fees. I have no idea if there are fees, I think there are, associated with being a participant to using that data. We are just a member of the board and in that role have agreed to provide data. I don't know that there's a formal agreement or a handshake agreement, but I know we have agreed for consumers to provide that data.

Q: If BellSouth doesn't actually use the service, why are you a member and why do you provide the information?

A: I really don't know. That's a decision that's been made by our consumer business unit and I just don't know.

Q: Let me go back to the question that I had asked before. I had asked you if BellSouth was willing to continue, I think I said, continue using the service. Now I stand corrected. I will ask whether BellSouth is willing to continue being a member of the NCTDE for the term of the BellSouth-WorldCom contract that we're arbitrating?

A: I don't know. I don't think the question has been posed that way before. At least I know I have not.

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Q: Now that I have, is there anything that you can offer in response?
A: No. The only thing I can do is go ask the question.
MR. O'ROARK: Mr. Twomey, just for the record I'll say if BellSouth would agree to do that, that would resolve this issue for us.
MR. TWOMEY: That is, just to be clear, if BellSouth is willing to maintain its current status as a member of the board of directors of that agency, then that will resolve Issue 78?
THE WITNESS: And to continue providing the information that Mr. Pate described.
MR. TWOMEY: Let me be more particular. If BellSouth is willing to continue to participate in, what's the acronym, NCTDE —
MR. O'ROARK: You've got it.
MR. TWOMEY: — in the same role that it has today for the duration of the MCI contract, that will resolve Issue 78?
MR. O'ROARK: Yes.

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Q: (By Mr. O'Roark) Let's talk about Issue 80.
MR. TWOMEY: Just to follow-up to make sure that there's no misunderstanding on our side, I presume that what you are principally interested in is the providing of that information. If there were a decision not to have a membership on the board of directors, I'm guessing that wouldn't be a big deal for you guys .
MR. O'ROARK: That's correct.
Q: (By Mr. O'Roark) Okay, ready to move on to Issue 80?
A: Certainly.
Q: Issue 80 concerns WorldCom's request for an application to application Access Service Order inquiry process, just to get us on the same page.
We've talked about one UNE combination that WorldCom at least today can order using an ASR and that's the DS-1 combo that we discussed at some length.
Are there any other UNEs or UNE combinations that WorldCom can use the ASR to order?
A: I don't know. None come to mind. I'm sure you can appreciate that my focus is mainly on

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LSR, so I'm familiar with ASR, we use it. We use ASR for interconnection trunking for local services, that's the process there. As you know, it's primarily an exchange carrier process for access services. So that comes to mind.
Q: It would also be used, it being the ASR, would also be used to order interconnection trunks for local interconnections?
A: Yes.
Q: Would we order a dedicated transport using an ASR?
A: If it is just a stand-alone order for dedicated transcript.
Q: Yes.
A: Yes, that's my understanding.
Q: We've already talked about the DS-1 combo. Let me ask you one more question about that actually.
As we sit here today, can BellSouth — can WorldCom order a DS-1 combo with an LSR?
A: As we sit here today, yes, manually. They can order it with LSR.
Q: So it exists today and BellSouth intends to require WorldCom to begin using that manual LSR process fairly soon, I gather?
A: Yes.

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Q: Do you know what that date is by the way?
A: I thought she made reference to package, Ms. Daniels, going back to her letter.
Q: To Pate Exhibit 2?
A: Yes. She referenced that May 15th was the package date as opposed to the web site. That's the package she's referring to is the procedures, detail procedures for doing this. I don't know what date was set on that. I haven't look at that package before. My understanding is it is in place today.
Q: Then my question was, when does BellSouth intend to require WorldCom to begin using the manual LSR process for DS-1 combos?
A: My understanding is that Account Team has been working with MCI WorldCom trying to negotiate that. I don't know where it stands. Obviously your relationship to us is important, so we're trying to be accommodating, but yet we're trying to get you to go to the LSR format so we can have everything, all of our products and services, except for the interconnection trunking that we just discussed in the LSRs.
Q: We also mentioned interconnection trunks. Can they be ordered using an LSR today?
A: No. No. That's the one exception. Since

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ASR process — essentially that s just like access trunk, except we are just using it for local services and ASR process is there in place. That's the best place for it to reside. I don't think we have any plans of changing that, but I always reserve the right as people evaluate it and say that there is a way to convert that over as well.

Q: How about dedicated transport, can you order that using an LSR today?

A: I don't think so, but I would have to verify.

I answered earlier that you order that via the ASR, and that's my understanding, but I will get even confirmation after our meeting today.

Q: I would appreciate it if you could, just so — if nothing else, just for our negotiating purposes, so we know where BellSouth stands on that.

A: Sure.

Q: So to the best of your knowledge as we sit here today, the way WorldCom would order local interconnection trunks and dedicated transport would be via an electronic ASR?

A: That's my understanding. I've just got to verify this dedicated transport, that that's the case. I think they group that as part of the

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interconnection trunks. I mean if you have some knowledge of this group otherwise, I would appreciate you sharing it with me.

Q: I don't as we sit here right now. Are there any other UNEs that you can think of that WorldCom can use an ASR to order?

A: It doesn't come to mind that way. That doesn't mean it's not possible. I just know we focused on the LSR process and that's where my knowledge base is.

Q: At page 7 of your rebuttal, you state that the national standard for ordering UNEs is through the submission of an LSR?

A: Let me get there, please.

Q: Sure. Do you see your testimony?

A: What line are you referring to?

Q: I start at line 7.

A: I see it, yes.

Q: You say the national standard for ordering UNEs and retail services is through the submission of an LSR, not an ASR?

A: That's correct.

Q: What is the basis for your testimony?

A: What I'm basing is the OBF format of our local service requests is where I'm referring to here

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by the national standard. I don't want to confuse that to say that there's a national standard saying how to do this. We're saying the local service request format itself is the national standard coming out of the ordering and billing form.

Q: Let me make sure I understand what you just said. That does not necessarily mean that industry groups have developed LSR forms for every UNE, does it?

A: That's correct.

Q: Is there a national standard for DS-1 combos?

A: No, I don't think so.

Q: So the LSR that BellSouth wants to require WorldCom to use is its own proprietary form?

A: No, the form is not proprietary in the fact that we're using the LSR format. There may be some modifications to it that are unique to us so that we can get the order to be provisioned to our system. So if you're putting proprietary title because of that, I'll say yes, because a standard does not exist.

But the main point we're trying to focus here on is to use LSR format because using that, sometimes we can even help drive the standards

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because we participate just as well as I think MCI WorldCom does with OBF. But the other thing that we can begin to do is to build the electronic means for you to submit that order and have it translated and flow through, and we can start saying let's use this format so we can help that. That's in trying to help you as well as ourselves, frankly, from an operational standpoint.

Q: Let's take the example of the DS-1 combo which we can currently order using an electronic ASR. If WorldCom wants to get address information or address validation, I gather we could do so using the RSAG system?

A: Yes.

Q: But then we would not be able to prepopulate an ASR with that RSAG address information; is that correct?

A: There's nothing built to drive that information to populate it that I'm aware of.

Q: And BellSouth would have to do some things to make that ASR system integratable with its preordering system; is that right?

A: Most definitely.

Q: So that WorldCom right now couldn't do that even if it wanted to?

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A: That's right.
Q: Same story with say service availability inquiry. If we wanted to figure out whether — well, is that a good example for a DS-1 combo? I'm trying to think that through. I suppose what you would really need is facilities availability.
A: Right.
Q: Which I think actually is going to get us into Issue 81, the service inquiry process?
A: Yes.
Q: Why don't we reserve that line of questions for Issue 81.
The present services that the customer has would be something again that WorldCom could get from BellSouth's preordering systems, but we wouldn't be able to populate our ASR with that information; is that true?
A: That's correct. My understanding is that you're asking us to build a new system for you, is what you are essentially asking here. One doesn't exist for the ASR.
Q: When you say a new system, we've got the ASR ordering system, we've got the preordering system, and what we're talking about is making those systems integratable. How is it that that involves

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the creation of a new system?
A: Well, the preordering systems you have is for LSRs, that's the distinction. It's not a preordering system for LSRs. So when I say you would have to —
Q: I think you misspoke. I think you said it's not a system for ASR?
A: I did. Let me restate it to make sure I say it correctly.
Q: Okay?
A: The preordering system is for the local service requests. It is not designed for the access service requests, the ASRs. So when I say you're asking for a new system, you're asking us to design something for ASRs and that's something that doesn't exist today.
Q: You would have to design a preordering system for ASRs?
A: Yes.
Q: Help me just a little bit, because you've already got all the preordering information, in other words, you've got all the preordering databases. I assume you would use those same databases as part of an ASR preordering system?
A: Yes, we'd use the same databases, correct.

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Q: So what is it that you would have to build? I'm trying to understand conceptually what you're saying. We've got the databases in place, we need some kind of mechanism that will deliver that information to a WorldCom rep so that the information can be populated into an ASR?
A: Right.
Q: And why is it that that system has to be dramatically different than an LSR preordering system?
A: It may not have to be dramatically different, but it would have to be built so it is a new system. What I say in response is if you have that information that's obtainable through the system used for LSRs, why can't you use that system? That's what it was intended. It's intentional design was for local service. So that's why I'm a little confused.
Q: You recognize that what we're talking about is using ASRs for local service?
A: Right.
Q: So we are talking about local service?
A: Right.
Q: And we're talking about getting preordering information that we can populate into an

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order used for local service?
A: Yes.
Q: So I'm not sure I understand your concern about not using the information for local service?
A: Well, two concerns: First is you already understand I think our position is that you should be using a local service request. Putting that aside —
Q: For the DS-1 combo, but not necessarily for dedicated transport and interconnection trunks?
A: Yes, exactly. But putting that aside, we're saying, you know, if for some reason the Commission said to BellSouth "you will allow them to use ASRs for services," then the preordering functionality to build that is going to have to be something new to go get that information and particularly if you're trying to build it such that it is going to be integrated so you do not have to go and repopulate, you want it to populate certain fields on that, that's going to have to be some coding and mapping from those databases to drive it to that exact format that an ASR is going to set. It just requires building that interface.
Q: Would it be less expensive if rather than building an integrated system, BellSouth built an integratable system? In other words, one where

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WorldCom would have to do some work on its end on its interface to do some integration?
A: Typically that's what we do when we integrate it, but the only system that we provide for you that's already integrated would really be LENS; if you wanted to use the firm order mode for that. Which I don't think — you may use it some, I don't know, but a carrier your size would typically have your own systems to be designed.
Q: How long do you think it would take you to create such a system?
A: Well, by the same discussion we had earlier, first off, you know, I'm totally speculating here, so I have to really sit down and do the complete assessment.
Anywhere between that early time frame, very early is probably the situation would be a four to six month, more like probably a year by the time you do a total assessment and build it. I'm really guessing there.
Q: I'm just asking you for ballpark based on your experience —
A: Yes.
Q: — with OSS systems?
A: Yes. You have to go back to the subject

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matter expert who would have to do that coding and that design.
Q: Can you give me any assessment of how much it would cost BellSouth to do that?
A: I have no idea.
MR. TWOMEY: Has someone joined the call?
MR. BARRETT: Michael Barrett of Florida staff.
Q: (By Mr. O'Roark) Let me take you back to something that you had said a little bit earlier. That interconnection trunks are basically the same whether you're talking about access trunks or local interconnection trunks.
A: That's the way I was describing it, yes.
Q: Is it your understanding that local trunks and access trunks basically have the same features, functionalities, capabilities?
A: I'm not the engineer, but yes. That's my understanding.
Q: Let's talk about Issue 81 a little bit, which is the Service Inquiry process, which I think you referred to as the SI process.
A: Yes.
Q: As I understand it, the SI process can

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help you do a number of things. One is it could enable a carrier to determine the availability of facilities?
A: Yes.
Q: Another is that it can enable the carrier to determine the location of facilities?
A: Sure.
Q: It can also give you loop makeup information?
A: Yes.
Q: Is there any other major category of information that the SI process can provide?
A: I think that's it for the most part.
Q: On, how about the availability of services? I think in your testimony you talk about using the SI process in relation to complex services?
A: You would have to refer me to it or point to my testimony.
Q: Well, let's look at your testimony at page 18. This is your direct.
A: This is for Georgia you're looking at?
Q: Yes.
A: All right.
Q: Looking at Line 4, for example, this is sort of the negative, but it says "the availability

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of facilities for simple services, some complex services and some types of loops, such as two-wire and bundled voice grade loops, is not determined via the SI process for CLECs or BellSouth's retail units."
I took that to mean that at least for some complex services you can use the SI process?
A: Give me a second just to look and make sure I understand under the context I was answering this.
The question being asked here is the SI process applicable for all service requests submitted by CLECs.
Q: Yes.
A: What I was trying to describe here is no, we don't always use it. If you go back to our Interval Guide, sometimes it's required — I think I have some explanation here about that — to have a SI, and that SI is part of the overall ordering process, you have to go out and verify some things, and that usually is more of the complex or design services.
What I was trying to say here, for all the others we don't do it an SI, so there's not really a need. There's not a need for a facilities check up

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front; that really gets incorporated as part of just the provisioning cycle for taking the request from the customer, whether it be a BellSouth customer or a CLEC end user customer.

Q: Why don't we walk through this a little bit. You talk about simple services, complex services, and loops.

Let's start with simple services. What do you mean by simple services?

A: Value resale services primarily is what I was referring to as a simple service. It is probably best to go to the — I think it's one of my exhibits, the Interval Guide. It was my Exhibit 4. The Interval Guide itself breaks it down into various categories. For example, I'm looking on page 5 in the guide and you see it has complex resale services. Then you can flip over to page 11 and it has simple resale services. And then you can go to page 15 where it starts the unbundled network elements. So that's in three categories, but let me verify that. Then number portability, that's another category on page 23. That's what I'm referring to predominantly.

Q: So when you refer to simple services, you're referring to those services that begin at page 11 of your Exhibit 4?

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A: Yes.

Q: When you refer to complex services, you're referring to those services that begin at page 5 of that exhibit, and when you refer to loops, is that shorthand for the unbundled network elements that we have at page 15?

A: A loop is an unbundled network element, yes.

Q: It is a subset of unbundled network elements?

A: Correct.

Q: But when you refer to loops, though, you're just referring to that subset, you're not referring to all the UNEs that are listed?

A: That's correct.

Q: On page 15?

A: That's correct.

Q: When we're talking about the simple resale services, what information would there be? What would you receive with a Service Inquiry request? I understand you say that BellSouth doesn't use the Service Inquiry request for these simple services, but what I'm trying to understand is, if you did permit that, what information would you get back? Does that question make sense to you?

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A: Well, still when you — let me think of a good example. If you were taking an order for a new line, you still have loop facilities that have to be assigned to that and if somebody wanted to know up front do you have those facilities out there, let's say we go into a heavily populated new growth area and we know that facilities have been an issue, that could be huge new subdivision going up, I'm just using that for illustration purposes, from a consumer perspective, if someone wants to verify that those facilities are in place and exist, that's when a Service Inquiry could come back and say, yes, the facilities are there.

Q: So, for example, if somebody wanted to order I think it is called a 1-FB, isn't it, a basic business line?

A: Yes.

Q: And that's what you show as one of your simple services?

A: Yes. Which page are you on?

Q: I'm on page 12. Local exchange line, flat message/measured business. Is that a 1-FB?

A: Yes.

Q: If somebody wanted to order a 1-FB, you might want to do a facilities check to make sure that

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there is service out there?

A: Uh-huh.

Q: All right. I'm just trying to get a handle on what the information is that we would not be getting. And I think what you're telling me is probably the availability of facilities would be the main thing?

A: That's it. And we work from a retail standpoint as to what we've set up for the CLECs is the presumption that the facilities are there. And when it gets down to the downstream provisioning, after it gets into that service order communications system, that's where it then directs it based on what the order is to the systems that it needs to fill, to provision that service. That it may go and find something, say no. It looks at the loop facilities in LFACS, is the system, L-F-A-C-S, says no, we don't have any loops, they are all exhausted, we have to put in new. That would come back then, as you've heard the term, the PF, the pending facilities. That will be the only thing you could drive out of that.

We work under the process that they are there; and if they are not there, we're going to try to figure out how to get them there in order to make that commitment date.

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Q: BellSouth has structured its business process so that there is the presumption that the facilities are there and, accordingly, your reps can't check for facilities on a simple order like that?
A: That's correct.
Q: And I take it that that facilities information would be what you called LFACS?
A: That's correct or loop facilities it would need.
Q: Remind me what that stands for? Local Facilities Assignment?
A: I think it's Loop Facility Assignment Control System.
Q: And that information is in an electronic database?
A: Yes.
Q: And BellSouth can access that information electronically using a terminal?
A: You can, yes. That gets into what we are doing for loop qualification, to fill that requirement.
Q: Can you explain to me from a technological standpoint why, say, a BellSouth rep sitting at his desk couldn't be able to just tap into that database

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and find out whether there are facilities out there or not?
A: Well, the BellSouth rep at their desk, they do not have access to LFACS. It's the outside plant engineering group that has access to LFACS. So they are just not — it's not designed for them to look at LFACS today.
Q: Could it be designed so that they could?
A: I guess it could be. I don't — you know, I don't see us changing that approach, but could it be? From a technological standpoint, yes. From a business standpoint, we don't think that's the route to take.
Q: Why not?
THE WITNESS: For some reason this Coke has hit me. Can I have 60 seconds?
(Discussion ensued off the record.)
(A recess was taken.)
(The record was read by the reporter.)
Q: (By Mr. O'Roark) Do you understand the question, Mr. Pate?
A: Yes.
Why not we won't take that route is just take a look at the thousands of orders you're processing and the extra requirement that would place

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on those and plus on our experience from looking at past over time, having our facilities out there, how well are we able to make the commitments, and for those that we can't, how well are we able to manage that, it says that it's just — it's better to stay with the approach you are. It is not worth the investment to try to fine tune it to that level. The investment being the development of the systems, the additional training, how you use it and so forth.
Q: Giving the sales rep's access to that information wouldn't necessarily slow the process down, would it?
A: Well, it could, it very well could. It depends on how quick that access can be, how often they use it. It could slow the process down. I happened to mention that obviously, but any time you access a database, you have to go retrieve information, if there's any problem with that information or interpretation of that information, it could slow it down.
And understand also that you are still relying upon a database, which is a BellSouth issue, if the database is incorrect or something is wrong, you just got inventory wrong, the last time the technician was out there, they didn't correct it,

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what they submitted when they closed out a ticket of some sort maybe, then you still have that issue to deal with.
Q: Do you know how the database is organized? Say if you have a valid RSAG address, can you enter that and then get ready access to the facilities information?
A: For LFACS — I'm trying to think through just looking at an LFACS screen. I think it would be driven by the address, which, of course, drives you to the serving CO for that address. So I think the address would be the primary criteria you would need.
Q: Say a CLEC like WorldCom decided it would be helpful to its business process to have that information, we're talking about simple order, so let's stay within that context, how difficult would it be for BellSouth to give us access to that database?
MR. TWOMEY: Let me just make sure I understand the question, because you had posed a hypothetical earlier about BellSouth providing access to the databases to its own service reps. Is your question how difficult would it be for BellSouth to provide access to the CLECs if there is

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also access to the service reps or just still assuming no access to the service reps?

MR. O'ROARK: It really didn't have anything to do with whether BellSouth chose to give access to its reps or not. It is just straight up, how difficult would it be to provide it to our reps?

MR. TWOMEY: Okay.

THE WITNESS: I don't know. I have not looked at it. When we were taking assessment for loop qualification information, we came to the decision it would be better to build a more user friendly access that gave you the same information for loop qualification purposes for text DSL services, so I have not looked at it from just a direct access.

Let me say this to you. BellSouth would be receptive to you submitting a request, if you want something you need for you, for a bona fide request and making that assessment for you. Of course, that process you know you're paying for it because something is being built unique to you.

Outside of that, another avenue is to submit a request to the change control process to see if that's something that the CLEC community as a whole is interested in, that might be feasible to design and have prioritized through that process.

I'm just throwing out a couple options for you for consideration.

Q: (By Mr. O'Roark) And a third one would be to request that it be included as part of our contract through the arbitration process?

A: That is a third option. You know, my response would be we don't do it for ourselves, so that is something we're not obligated, we feel, under the act to have to do for you, because we don't do it for ourselves.

Q: Can I follow up on that point?

A: Certainly.

Q: When you say you don't do it for yourselves, let's just make sure we're clear, BellSouth, the company, does have access to the information. I forget where you said it was. The operational people can get access to it; is that right?

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A: The outside plant eng cering.

Q: Outside plant engine: ng.

So BellSouth, the company es hav electronic access to the inf rmation.

A: Certainly.

Q: But BellSouth has configured its bu processes so that BellSouth's sales repres do not have access to the information?

A: That's correct.

Q: At least for simple orders?

A: Yes.

Q: So just to wrap up the line of ques ing as far as Issue 81 in our arbitration proce g, BellSouth hasn't gone and taken a look a long would take or how much it would cost t nde the capability that WorldCom is requesting, h

A: That's correct. To my knowledge, yo the only ones that have requested this.

Q: Does BellSouth's experience in provid ng loop makeup information shed any light on how long you think it would take or how much it would cost?

A: Well, that process developed, of course, as a result of the order, the remand order and line sharing order, a combination of those two, to develop the need for loop qualification information.

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We're in beta testing now, just started working with six CLECs participating on that. We probably started breaking that ground March time frame, February time frame, so you can see that that process to build it just to the first beta testing experience is a four, five month process.

Q: Would you agree with me that providing loop qualification information involves more extensive information than simply facilities availability information?

MR. TWOMEY: Object to the form of the question. I don't know what you mean by extensive. But you can go ahead and answer.

THE WITNESS: What I agree with is what they have defined loop qualification information to be, the attributes associated with a loop, and providing that seems to be more extensive, using your word; however, we're accessing the same database to get that information, so it is just more of a delivery of maybe the form. A user friendly form for a CLEC may be an issue, but you're still accessing the issue from the same database.

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Q: (By Mr. O'Roark) Did you say before that BellSouth has created a form so that CLECs can obtain the loop qualification information in a user friendly format?

A: That's what I'm trying to say we're trying to do with the mechanized system. So we've tried to work with the CLECs to define from their perspective, you know, get their user requirements, what do they need in order to be able to qualify the loop? So that's what I'm referring to. As opposed to BellSouth just saying "hey, we know what you need, here it is," that approach.

So you have to look at the database and get the information out of the database and it has to be presented in a form that's user friendly.

Q: Help me with something. This reveals my ignorance, I suppose. But taking a loop qualification information, why wasn't it possible simply to give CLECs access to BellSouth's rollout data or to their LFACS system and allow them to get into the system just as BellSouth's outside plant engineers do?

A: I think that was looked at as one possibility. I can't recall, frankly, why we took another course. It was probably more of an issue of

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how you get the access, how you submit the request and the transmission — submit a transmission for the data request and how the data would be transmitted back to you, so you can pull that, but that's really all I recall.

Q: What if a BellSouth sales rep calls the outside plant engineer and says, "Look, you know where there are facilities at such and such a location, can you give it to me," do you know whether — could the BellSouth rep get the information that way?

A: All I can say to you is we have made concerted efforts to make sure that outside plant engineers understand they can't do things like that.

Q: Why?

A: They are to treat a CLEC customer the same way they would treat the BellSouth retail. So we cannot do favors for BellSouth retail, they have to understand that from their perspective the engineering group is a stand-alone entity and CLEC customers are equal customers as the BellSouth retail customers. You don't do for one what you don't do for all.

If I found out about that, I would be wanting to go knock on the door of that engineer that

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did that.

Q: We've been talking about simple services. Less move on to complex services.

For what complex services is the SI process not provided?

A: You're talking about for BellSouth retail.

Q: For BellSouth retail. If it's a shorter list, you can tell me the complex services for which it is provided. Whichever is easier.

A: Let me make sure I understand the question. You're talking about the Service Inquiry as part of a preordering, letting you know information in advance, or as part of the order?

Q: Let's take it both ways. Let's start with just preorder.

A: It is entirely different question from a preorder. If you're trying to say where for BellSouth retail do they get information in advance of submitting the order to know if there are services facilities available.

Q: Yes.

A: I haven't done the comparison that way, so I don't have an answer for you. It is something that, frankly, has crossed my mind and I'm kind of looking into myself right now, and I don't know what

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they have.

I was under the impression that they had very little, if any at all, but I do not know and that's something I'm currently looking into myself.

Q: All right. Then there's also the process where the BellSouth rep could submit a firm order along with an SI request for a complex service?

A: Yes.

Q: And for which complex services could the rep do that?

A: It is the same as identified here in this. We have identified it with an asterisk. Let me point out to you how it is identified and I would be glad to go down the list if needed.

Q: If you can describe it generically, that's fine.

A: If you turn over to page 9 and you see the first note, the asterisk equals Service Inquiry required?

Q: Yes.

A: Then you just go down the product. Where you see the asterisk, that's saying Service Inquiry is a part of that.

Q: Is there any case where the Service Inquiry is not required but available with a firm

order? Do you understand the question?
A: Service Inquiry not required but available? I mean we could do it for you if you just asked? Is that what you're saying?
Q: Yes. Under Note 1 it says "Service Inquiry required." In other words, as I understand that, if I submit this order, it's got to be with a Service Inquiry, it comes with it?
A: Right.
Q: It's mandatory?
A: Correct.
Q: Is there any case for a complex service where the SI is discretionary?
A: Not that I'm aware of.
Q: The purpose of an SI when ordering a complex service, I guess, would be the same as if you were able to do it for a simple service, primarily facilities availability?
A: Yes, the SI gets involved here. Also the reasons required in a lot of these is the design of the facilities, so a lot of these are the designed services. So by the fact that it is a designed service, you have to go out there and look at the facilities and design according to whatever that product or service is and that could require the SI

and the special treatment associated with that.
Q: So in addition to facilities availability, you might also need to know facilities location?
A: Various locations and design that circuit for whatever that design service is that you are providing.
Q: And, again, the facilities availability information would be in LFACS?
A: Well, LFACS for where the loop facilities are, yes.
Q: Is there any other database where a facilities availability would be stored?
A: Well, for loops, I mean it's in CMOS. CMOS is going to have your Central Office. So your originating equipment in the Central Office would be in CMOS.
I have to pull out my flow designs myself to make sure I hit them all, but those are the ones that come to my mind.
MR. O'ROARK: Let's mark this as Pate Exhibit 3.
(Pate Exhibit 3 was marked for identification.)
Q: (By Mr. O'Roark) Please take a moment to look at it and I will ask you to identify this as

BellSouth's Responses to Data Requests Nos. 18, 19 and 20 in North Carolina.
MR. TWOMEY: These are copies of what we provided to you?
MR. O'ROARK: Yes.
THE WITNESS: Okay, I've looked at it.
Q: (By Mr. O'Roark) Can you identify them as your responses to those data requests?
A: Yes.
Q: You'll see that for Item 18 we asked in what database or databases is facilities availability information stored, and your response was LFACS for loop facilities information, MAP Viewer for plats stored electronically.
By the way, this response says "stored electronically in North Carolina." Is that true in Georgia, Florida and Tennessee as well?
A: It would not be for Tennessee. MAP Viewer is only in the old Southern Bell states. So we now refer to them as a western states as opposed to the eastern states, I guess to try to move that terminology of Southern Bell/Southeastern Bell out of our past. MAP Viewer was implemented in Southern Bell, so Tennessee was a South Central Bell state.

Q: So for Tennessee you do not have plats stored electronically?
A: That's correct. Just paper plats.
Q: So there is no electronic access to facilities locations information in Tennessee, is that right?
A: No, there's not electronic access to the plat. You still have the LFACS, in that database it still exists. TIRKS for trunking information, that's for design circuits, still exists; but you just don't have the MAP Viewer. That's gone into what's really referred to as the BellSouth corporate facilities database. That's the overriding electronic database for plats.
Q: Without a plat, how are you able to describe facilities location?
A: Well, the LFACS information has been built with a facilities location, that's what is really driving your facilities are your loops, and that's been built over time. And as you pull out a plat or do something to a plat for those where it's manually stored. That information would get passed to LFACS as well.
Q: So LFACS has electronic plats?
A: No. I'm sorry, I'm confusing you.

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LFACS just has the information, all the information, that would show from a sequential almost series, if you're trying to look at from one area to a serving terminal.

Q: It would describe what facilities have been put in and when?

A: I don't know about the when, but as to what is in there.

Q: All right. It would tell you what facilities are in there?

A: That's right.

Q: I mean without some kind of plat or map, I would think it would be virtually impossible to show where the facilities are.

A: To have a physical picture of it, yes, you're right. But from an engineer's standpoint, once again I'm not the engineer, you probably could get someone to better describe this to you, they can still look at the way the information comes back and it sequentially tells you how all your connections are, where the loops are, who is the serving CO, the next CO and so forth to get from Point A to Point B.

Q: We got into Pate Exhibit 3 from our discussion of complex services. I think you were telling me that for complex services you might need

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to know about facilities availability, which you would get from LFACS?

A: Yes.

Q: Then you were, I think, trying to think whether there would be any other source and would the other two sources be the MAP Viewer and TIRKS?

A: These sources have come up primarily from working with development of loop qualification database and you've probably heard us discuss them down in the Georgia proceeding. These are the areas where that loop information is stored.

I mentioned CMOS to you because it is an inventory of what is in the CO, but that shouldn't really be an issue I don't think from what I understand you're asking me. I cannot think of any other system or database here that would reflect the information.

Q: We've talked about getting access to the information in the LFACS. Let's talk about getting access to the information in MAP Viewer. Let's say a CLEC like WorldCom was concerned about figuring out where facilities are on a property because the customer wanted to know and then let's say it was for the service for which SI was available, how would we get access to MAP Viewer or the information in MAP

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Viewer?

A: Well, what we're trying to build through the loop information system that we're currently beta testing, the data query is to eventually build that so that you get the same information that you would get from MAP Viewer. The current view today, there's some differences and I don't recall specifically what, but that's the goal where we're going.

We're concerned about giving you access to MAP Viewer, frankly, because it opens up some proprietary information, it gives you everything that we have out there, and that's a concern for us.

Q: Can you describe generically the kinds of proprietary information you're concerned about?

A: It's been awhile since I've looked at that. I need to go back and talk to someone that's closer to the system.

I know it has all of our facilities in place as well as information even of what's going to certain buildings from BellSouth perspective, which would get into proprietary, how we connect to a given building as opposed to what office serves that building if you wanted to have something go there.

So I think that gives some proprietary information. I'll talk to my engineers again from

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that standpoint. There are some very large concerns about some of the information that would be proprietary.

Q: For the complex services where BellSouth does not provide the SI process, is it the same situation as with simple orders where BellSouth just has the presumption that the facilities are there and there will be a PF status if it turns out they are not?

A: That's correct.

Q: Again going back to page 18 of your testimony where you had talked about some loop types where SI is not provided, I think you gave the example of a two-wire voice grade loop?

A: Yes.

Q: What other loop types does BellSouth not provide an SI for?

A: For the CLEC customer?

Q: Yes?

A: Let me go back to the Interval Guide and that's what we'll refer to. Let's look at the loop listings in that Interval Guide.

Q: Just to clarify, my understanding is that BellSouth reps don't order loops?

A: That's right. That's why I asked.

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Q: So we're essentially talking about CLECs?
A: Yes.
Q: Let's go to the guide, what is it, page 15) ou say?
A: I think the loop sheet would be talking under UNEs categories, so it would be further back. Unbundled Network Elements is on 15.
You can see, I think the asterisk is the same. Let me just verify that. Yeah, there's some additional information that says asterisk equals Service Inquiry required, and it also talks about the FOC interval to state that the Service Inquiry interval included in target service in an FOC interval.
So looking at that, it's the — flipping on page 16, you can see the asterisk by the ADSL two-wire and the HDSL two-wire and four-wire and unbundled copper loop and unbundled network terminating wire. You come on down, you have a loop concentration, unbundled loop concentration system, the unbundled loop concentration loop interfaces, subloops and so forth.
Q: So it applies to some things that aren't even loops?
A: Yes. Those things are still in this

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Interval Guide categorized as an Unbundled Network Element.
Q: And just as with complex services where there's an asterisk, that means that the SI process is required; and when there's not an asterisk, you can't get the SI process even if you wanted, it's a discretionary matter.
A: We don't have it. The only one that you might be able to qualify that here is because of the developments in loop qualification, and that's what we're developing the deal with HDSL, ADSL. That's the reason of qualification to — I think I stated in my testimony we're using the Service Inquiry process to do that.
Q: We haven't talked about TIRKS yet. That would be primarily for interconnection trunks?
A: It's really designed circuits is primarily in TIRKS. It may be in connection with trunks. Now you're getting into the level of engineering that is not my area of expertise.
Q: What is a design circuit?
A: A design circuit is where the circuit has to be designed by one of our engineers based on a specific offering. It is not just a common offering that we can go out and actually provision that

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circuit. There's something unique to it associated with it, so it has to be designed by the engineer.
Q: When you say TIRKS is for design circuits, obviously it has trunk information so that the engineer can figure out where those trunking facilities are available so it can put together the design service?
A: Yeah, it really houses all the information associated with that design. So from that perspective and thinking that way, my understanding, yes, it could have that trunk and information. From the information from the loops associated with that, it would be duplicative. That information should still be built into LFACS.
Q: This is another situation where BellSouth can access this information electronically via a terminal?
A: That's my understanding, yes.
Q: This is another case where it's accessed by an outside plant engineer?
A: The outside plant engineer or the design engineer, they are still part of outside plant engineering.
Q: And another case where if the BellSouth rep were to call and try to get that information for

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a service where SI is not provided, BellSouth's policy would be that that information should not be provided to the BellSouth rep?
A: That's correct.
Q: Let me make sure I understand something about your testimony, I believe it's at page 18. I inferred from your testimony that there are situations in which WorldCom can obtain SI on a preordering basis, that is without submitting a firm order. Is my understanding correct?
A: Can you refer me to that?
Q: Sure.
A: Are you talking about my direct testimony for Georgia, page 18?
Q: Yes, but let me confirm that. I'm sorry, it's page 17. Your answer beginning at line 9. If you look at the second sentence, you talk about how the CLEC initiates the SI process; and then in the third sentence it says "if the CLEC desires to have BellSouth immediately order the service once the SI is complete," and then it goes on, and I was inferring from that sentence that there might be situations where the CLEC would not desire to have BellSouth immediately order the service and that therefore the CLEC could get the SI

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on a preorder basis.
But if I'm reading that wrong, please tell me and then explain.
A: Let me read it.
A situation that was being described here — and I apologize, because I don't think this clearly depicts it — was a Service Inquiry just for loop makeup and it does not do a good job of depicting that and I apologize.
Q: So the SI that a CLEC could get on a preorder basis relates solely to loop makeup information?
A: Yes. That's the only one we have in process right now is SI for the loop makeup that I'm aware of.
Q: So for all other SI requests, the CLEC is required to submit a firm order along with the SI?
A: Yes.
Q: Is it possible for a BellSouth rep to obtain an SI on a preorder basis when ordering designed services?
A: That got back into what I said earlier, my understanding was no, but I'm still really investigating that for some of these complex services based on just some recent conversations that makes me

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personally want to go back and look at what they are doing.
Q: I thought there was somewhere in your testimony where you touched on that and perhaps at the lunch break I can look at that and circle back to it. All right.
Let's take the case where WorldCom can use the SI process and we're not talking about loop makeup information, so it would be a case where we've got to submit a firm order.
We would submit the SI either to the Complex Resale Support Group, which you call the CRSG or the WorldCom Account Team, as I understand your testimony?
A: Yes.
Q: Can you take me through the process from there. Would that SI request be electronic or manual?
A: It's usually manual. I'm not aware of an electronic way to do it at this point.
Q: So WorldCom submits the manual request, tell us the facilities availability at a certain location. It goes to the BellSouth Account Team or the CRSG; what do they then do?
A: Well, they will have to take that specific

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request based on the service that you're ordering and essentially contact the various areas to get the information that's necessary to put that together. If it's a design service, it may be that they are having to go to the — essentially it will get to the circuit provisioning group to help them get the design of that service. If it's something before they get to that stage, they've just got to verify the facilities so that it can support whatever the services it is that may be going to the LFACS to take a look at that. In that case an outside plant engineer is going to do that for them. So the Complex Resale Services Group is going to get that information to that person so they can go out and make the assessment, yes, the facilities exist, one, and two, the facilities support what you're trying to do.
Q: How does the account rep communicate with the outside plant engineer or in the other case it would be a design engineer?
A: Yes, they are all in outside plant engineering, but yes, they are all in engineering. It's a broader term.
Q: The account rep would send the request to outside engineering?

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A: Yes.
Q: How physically is that done? Is that an electronic request, a phone call, a fax?
A: A lot of it is just electronic through some E-mail, as well as they may have a phone call interface, say I'm sending you this, they may fax some of it. It could be a combination of that. There are some systems depending on the service that can be used as a system, an acronym I cannot remember what it stands for, EOMS, that's a system that can be utilized for certain services like multi serve that goes out and farms it out saying "here is the order, here is the request," and sends it to the appropriate individuals to then look at it and get the information back so that can be compiled for ordering the service.
Q: Then the outside plant engineer, say they need to go into LFACS, gets on the terminal, looks up the information. And once they find the information, how does the outside plant engineer communicate that information to the account rep?
A: Well, it depends. If that EOMS system that I was referring to is used, I think there's a mechanism for them to just communicate it right back through there electronically, otherwise they may fax

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something back, they may E-mail something back. Use all the communication means that we are aware of. Maybe some telephone information.

Typically they are going to put something on the form because we want it to have it, obviously, documented so that the order can be built for it. So there's eventually going to have to be some type of information filled out on the form and sent back. Service Inquiry itself, the forms you submit has to be populated and that information is going to be populated based on the gathering from these other sources.

Q: So that form then going goes back to the account rep who then assists in building the order assuming it's a go?

A: Yes. You could have a system designer or a system consultant as part of the Complex Resale Services Group manage this as a project, but they have to sit down and build that order, because this is a case for a complex service where the person actually sitting at the terminal inputting the order may not have built it. It has been built on a piece of paper and they are just sort of the input mechanism associated with it. Then again it may be someone that does a little bit of both, but typically

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not.

Q: If the response is negative, that goes to the account rep who then communicates it to WorldCom?

A: Back to the Account Team to communicate it back to WorldCom, yes.

Q: All right. Then let's talk about the process for BellSouth. BellSouth sends in a firm order with an SI, I guess you're going to tell me that it works exactly the same way?

A: That's what I'm going to tell you.

Q: BellSouth Account Team to the outside plant manager who looks it up and then communicates it back to the Account Team and they build the order?

A: The difference, the only difference you might can see on the BellSouth side, that system designer is housed within the BellSouth retail unit to help them build that order. Whereas your Account Team has to interface, we have that same expertise residing here within the Complex Retail Services Group to build that for you.

Q: Let me make sure I understand now. On the BellSouth side, I mean the sales rep, wouldn't the sales rep be involved in putting the order together?

A: Sure, but they are supported by a team. A lot of times, particularly for these very complex

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services, when we're working with our major large accounts, that account executive, he or she has a team that supports them and they may be the more technical expertise. While we have a good face that shakes hands with y'all and puts up expense tabs and knows how to make the sale, we have technicians behind that to make sure that the sale can work. That's what I'm referring to, you know.

Q: I think I see what side of the equation you fall on.

And there may be a design engineer resident on that team who can look up the information directly?

A: System designer is a term we use as well as a service consultant, which is someone that's understanding at what all information, how they need to get it, the compilation of that to build it into the order so that we can actually provision it.

Q: What databases can that person look into?

A: I don't know what databases they can access. It gets back to the comment I made earlier, that's a little bit more investigation I personally want to do based on some recent conversations I've had to see if they have some access to certain databases in the system, because I don't know. I had

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the impression that they really did not. They would be working with the outside engineering group that we discussed, but I'm not 100 percent certain.

Q: So you're not sure whether that person has access to LFACS or not right now?

A: I'm pretty certain they don't have access to LFACS, but there may be some other databases for them that helps them with some preliminary information; and I'm not sure. I just don't know.

Q: Would the databases that you're thinking of be different than LFACS, MAP Viewer, and TIRKS?

A: No. No. It just may be some — the information I'm thinking of is they may have some systems that help them with that design that then interfaces with those databases. I really don't know and that's what I've got to investigate and check into myself.

Q: Just in an abundance of caution I thought I would ask this. Can you use the loop makeup process to determine facilities availability?

A: No. That's not the way it's designed. It does do that for a loop, a given loop, but it is designed to give attributes of that loop. So from that standpoint, maybe you could. I haven't viewed it that way. I may have taught myself to give you a

different answer here, but.
Q: You probably have to identify the loop first?
A: Yeah, that's what it is really getting down to, the identification of the loop and based on that loop, here is the physical attributes and characteristics of that loop.
MR. O'ROARK: Would this be a good time for a lunch break?
MR. TWOMEY: Great time for a lunch break. Unless you're within 30 minutes of finishing, I think we probably should take a break.
MR. O'ROARK: I don't think I'm within 30 minutes. We're not going to go all day, but we can go off the record.
(A lunch recess was taken.)
MR. O'ROARK: We're all back. Are we ready?
MS. BANKS: Felicia Banks from the Florida Public Service Commission.
MR. O'ROARK: Anyone else on the line?
Q: (By Mr. O'Roark) Mr. Pate, why don't we tie up a few loose ends and then move on.

If I can direct you to your rebuttal testimony. Page 12, we're talking about Issue 81.
A: Page 12, Issue 81, okay.
Q: Beginning at line 8, you identify two concerns. I really just want to talk about the first one. I think I understand your position on the second one.
You have concerns with our language because WorldCom doesn't make any attempt to define the Service Inquiry information it wants BellSouth to provide as a preordering function.
A: Yes.
Q: I really just want to understand the concern. Is the concern that we don't identify it as a preordering function or that we don't define what information we want?
A: Just what information you want. As I said earlier, this is the first time we've had such a request from the CLEC community, so trying to understand exactly what you're seeking is at this point not 100 percent clear. We kind of think we know, that's what I'm referring to.
Q: Has our conversation today assisted you in understanding what we want?
A: Well, I think so. It sounds like you're

just really trying to confirm facilities are available, which is the primary reason for a Service Inquiry but not the only reason, but that seems to be it.
Q: Availability and location?
A: To me they go hand in hand, but I understand what you're saying.
Q: I found the spot that I was looking for when I had asked you before about what BellSouth reps can obtain via preordering. Let me refer you to Pate Exhibit 3, which is, here is one, here two, here are responses to data requests that we talked about before.
In part C of the request, we had asked whether BellSouth is capable of obtaining such data on a preorder basis. And then in BellSouth's response you said that BellSouth only accesses this information on a preorder basis when it is processing a Service Inquiry for design (complex) services.
Does that refresh your recollection as to what BellSouth can do on a preorder basis?
A: When you say refresh my recollection, I'm not sure. It's something I said earlier that I've lost touch with since lunch.
But let me just tell you what we're saying

here is we're saying once again this is that situation where we're doing the Service Inquiry with a firm order as part of the complex service. So from that standpoint we would access this information on a preorder basis but as part of processing the order.
Q: I think I understand what you're telling me. It sounds like we didn't communicate very well with our data request and your response.
I'll just tell you what we had intended was to find out if BellSouth reps could use the SI process for purely preordering without having to do a firm order.
A: Okay.
Q: And what I'm hearing you say is that no, there is never a case when BellSouth reps can do that?
A: Well, as I said earlier, I still want to do some more personal investigation into the complex services for retail reps. That's what my basic knowledge and understanding is, but I'm still checking that.
Q: While we're tying up loose ends and talking about complex services. Before you described some complex services that BellSouth can order going on what you described as a partial electronic basis?

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A: Yes.
Q: And that CLECs have to order manually. Do you recall that testimony?
A: Yes, trying to clarify. We termed it partial electronic. What we're trying to say by that is that information is a manual process of collecting that information just like it's a manual process for the CLECs on those complex services.
Q: But for those orders, BellSouth can build the order in ROS and transmit it to SOCS; is that right?
A: That's correct, just like we would have to build the order for the CLEC once they give us that order, it would be entered using the DOE or SONGS.
Q: For those order types, ones where BellSouth has that partial electronic process and CLECs submit the order to BellSouth manually, does BellSouth have plans for any of those services to enable CLECs to order those services electronically?
A: Yes. We hope to be able to do many of those over time. It's going to evolve around two things: One is if standards come out that can assist us in that. I'm not implying that we will wait on standards, but that can help facilitate that to happen so that we have standards coming from the

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order and billing form to how do you do that in LSR. That can help us develop the electronic means associated with that.
Then in addition, of course, we're constantly trying to identify those. That's why we have some now that you can do. I referred to Hunting. I think we talked about Synchronet. At least for Synchronet you can order electronically when it falls out, but at least you're able to get it in, which is better, electronically.
Q: Can you identify any specific services for which BellSouth has plans to make the service available electronically to CLECs, again in that same category of services?
A: I don't know what all is on the plate right now and I would be speculating to guess, because I know the main thing we're working on now is the xDSL ordering capability. That is on there. That's currently categorized that you cannot do that. So that one is going to be coming and should be in fourth quarter this year.
Outside of that window for those, I just don't have in my mind. I have reports given to me, but I don't have a picture in my mind which ones are on the plate.

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Now what we try to do is, of course, use the input for the change control process to help us as well with that. So there may be something in that arena as well that's been identified by the CLECs as a whole.
Q: You mentioned the change control process, one other loose end. We discussed at some length BellSouth's desire for WorldCom to use a manual LSR process for DS-1 combos. Do you recall that?
A: Yes.
Q: Did BellSouth go through the change control process in making that decision?
A: I would have to go back and look at any minutes or notes associated with it. I do not know. I don't recall if they did, but I do not know.
Q: To the best of your knowledge, BellSouth didn't do that?
A: To the best of my knowledge, I really don't know, but I don't have — I see a lot of those. I see a lot of the minutes, some lately, and I don't recall that ever being in any of those that I've looked at lately.
Q: Do you know of any reason why BellSouth would not have used the change control process for DS-1 combos assuming BellSouth didn't do that?

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A: Well, this is just Ron Pate's assessment. All BellSouth is doing through putting that in place is saying you should be using the mechanism that's really always been there. And "always" being defined as this product definition for these UNEs has only evolved as a result of the UNE remand order.
So before that, you really didn't have what you refer to as DS-1 combo, what's referred to as the EELs. You were doing something similar to that that we built a work-around for you prior to the UNE remand ever coming out and putting a definition about "You have to do this, BellSouth. You have to do this, all the BOCs."
And what we're trying to do is drive that using what the national format is, which is LSR. So from that standpoint, there's no need to take that to change control. It is using what already exists as we have defined how do you order these products and services.
Q: Wouldn't foreclosing WorldCom from using an existing electronic process constitute a substantial change in the way we order a product?
A: It would for WorldCom. I mean I'll agree that it is a change for WorldCom. How the Account Team interacted with you and all associated with

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that, I've recently reviewed some letters, but I don't have any knowledge of the type of interactions. That's where that should have been best been handled in my opinion. You know, the Account Team working with you, trying to build a transition time for you, overall plan for you so that it's not a detrimental impact so that you have time. If they haven't done that, that's something to look at.

Q: Doesn't moving from an electronic to a manual process necessarily have a detrimental impact?

A: Not necessarily. I could, you know, debate that a little bit each way. I think I understand your position, any time you would go back from electronic, it might seem like you're taking a step back. But I could also say if you were looking at trying to set some standard formats that everybody would understand how to order, that would be something that you would use across a national basis, that you might want to try to develop an LSR because that would be something that you could use not only with BellSouth, but Bell Atlantic, Southwestern Bell Telephone. And in the long run, particularly as that becomes more evolving and eventually hopefully will be able to be ordered electronically, that would be a better long term approach.

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Q: So you're saying BellSouth did it in our best interest?

A: I think we really try to do everything in both's best interests, because we want to get it in a standard format from everybody as well. So if you have an ASR process and this LSR process, we're trying to man two processes as well. That would help us to better serve you if you think about it.

Q: Is there any CLEC that orders DS-1 combos using the LSR process today from BellSouth?

A: I don't know. I know you do.

Q: We don't. Remember? Using the LSR process?

A: I thought you said ASR process.

Q: I'm sorry, no.

A: I don't have any records to what quantities or anything. I know the process is out there, but I don't have any information to say how much.

Q: Well, why wouldn't BellSouth wait until there's an electronic LSR process to make the changes?

A: Well, we're driving for the LSR being the standard format and, of course, the first thing for you to drive to be an electronic is usually, if you

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think about it, the evolution is manual before you get to electronic. How you fill out the form to begin with, that's the first stage to drive it to electronic. You can really put one stage in between: you can figure out a way to submit the form, and then there might be another step to figure out how you do that translation electronically so that still someone doesn't have to intervene. So I could add that third step.

Q: Are you saying that you have to go through a phase where you do manual ordering before you can implement electronic ordering?

A: If you went back to Day One of when we put this whole big scenario together and said how do you initially order from BellSouth, so none of these interfaces were built, it was manual. Then once you start figuring out the format of what the order is, the information particularly being driven from a national format, so it is the same pretty much on a national face, then you have to say "okay, here it is, we're driving some standards for you that says put this in Blocks A, B and C." Now BellSouth has to go and look at what does Block A, B and C mean for reformatting that for a service order.

Bell Atlantic may have to do something a

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little different because of its systems. Southwestern Bell, something a little different. But because the basic framework is around that national format, they can do that and that national format had to be first thinking about how you complete it manually. How is that manually completed, so then you can take that information and translate it to an electronic service order.

Q: Couldn't you think about how to do it manually and then develop the electronic process without requiring the CLECs to actually submit manual orders?

A: Potentially, yes. I'm not meaning to imply that everything 100 percent manual is first. However, you do have to have a manual process. Certain CLECs don't want to use electronic. We have them out there, particularly smaller ones that don't want to make the investment. So there has to be a manual way to submit it to begin with. Then once again you have to have that manual foundation in place to figure out how do you do it electronically.

Q: Why don't we talk about Issue 89 for a minute or two. This is the question whether BellSouth should be required to identify all errors on a reject?

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A: Certainly.
Q: In looking at your testimony, I gather that BellSouth's OSS first identifies all fatal errors on a CLEC's order?
A: Certainly.
Q: What is a fatal error?
A: A fatal error is doing a quick high level scan and it essentially says are all the fields populated? And if they are populated, is the format correct? And it's not looking at any of the data in the field itself, which would be a higher level type edit, so it's just saying is the information in the fields there and is the format correct.
And it may not check every one of those fields for format, but some of them are very easy, just asking for a date, for example, and some numeric characters are in there when it's looking for alpha characters. I said it reversed, but it can immediately just say something is wrong here, you have to reject it.
Q: BellSouth is able to identify all of the fatal errors at one time?
A: All the fatal errors? As I said, it would be able to identify it if the field was not populated. I'm not certain that it does every one

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100 percent for the format, but it pretty much does to my knowledge, yes.
Q: Nearly all?
A: Yes.
Q: What is the BellSouth system that checks for fatal errors?
A: The LEO, L-E-O.
Q: If an order does not have fatal errors it pass through Leo and goes to LESOG?
A: LESOG, Local Exchange Service Order Generator.
Q: Does that have edit checks or is that in SOCS?
A: No. LESOG has edit checks. It's the much more sophisticated level of edit checks. In LESOG is where you have most of the SOER edit, the service order edit routine edits. Those edits also reside in SOCS, but the majority of those edits are applied in LESOG and that results in most of your clarifications.
Q: What is a clarification?
A: A clarification is where once the system electronically detects that there's an error by applying those edits, then it would electronically transmit that back to the CLEC for correction.

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As opposed to an error, which is where the system identifies as an error, but it has not been programed to send it back because the error could be a result of CLEC input or it could be a result of something with the BellSouth systems. In that scenario, it falls out to one of our representatives in the Local Carrier Service Center who has to look at the order, make that determination, and then based on that, he or she will either send it back to the CLEC or process it themselves.
Q: Once the service request gets to LEO, does LEO have the capability of checking for all remaining errors?
A: You're going to have to better define "all remaining errors."
Q: Actually I think I referred to LEO, which I didn't intend to. Let me rephrase the question and see if it helps us.
Once the service requests goes past LEO, doesn't have any fatal errors, goes to LESOG, does LESOG have the capability of checking for any remaining errors?
A: For all those that are programed in it, yes, which is most all of the SOER edits.
Q: So when LESOG sends back a clarification,

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it will include all errors that LESOG was able to detect?
A: Able to detect. There are some linkages there why they cannot necessarily always detect them all: but for all that they could, yes.
Q: You said there are some linkages that will prevent detection of all errors. Can you explain that, please?
A: Yes. I think I probably explained it somewhat on here. I don't recall exactly what I said, but let me just describe it so you can better understand.
Let's take a look at an order — let me think about this, the best way to describe it.
Let's look at an order for just a new line being established. It can be 1-FB, 1-FR, that's immaterial. So if I said they are going to establish a new line and for sake of conversation they are going to put Caller I.D. on that line. Well, the first thing that the verification has got to take place is the address, and if the address was incorrect, well, then we cannot process any further to take a look at anything dealing with that particular line being available in that Central Office; much less is that feature available in that

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Central Office. So there could be an error on that part, but first we've got to clear up the address.

And think of it, a different way how you could have this. Let's say that the order came through, but you made an error that went undetected by the systems in that you gave us the wrong address, but from our systems standpoint, it validated it was a valid address. So when it went to that Central Office to put that line, establish that line, it says, "Hey, guess what, Caller I.D. is not available in the Central Office," so it's going to send you back an error for a Caller I.D. when the error is really the address was wrong. Had you had the right address, it probably would have worked.

So there's some linkages like that that cause it to be unable to detect every single error.

Q: Let me understand that. You input the wrong address and so based on that, the CLEC rep might understand incorrectly that features are available that really aren't because the preordering system is going to look at the incorrect address that was requested and tell you that certain features are available?

A: Or it could go the other way. They look at the correct address, just if they had to reenter

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the address, they didn't prepopulate, they still somehow did something wrong and entered it incorrectly, just a typo; and, unfortunately, that typo matched another address.

Q: At what point does that order get rejected? Would it get rejected in LESOG?

A: LESOG, yes.

Q: So what would the initial rejection be for? Invalid address?

A: Let's go back to the situation because I think I twisted it a couple different ways for you.

But initially it was a problem with address, so let's use kind of what you described. Let's assume that the representative looked up something in a preordering activity that indicated that Caller I.D. was available, when in reality it was not. So they have a line request on there for Caller I.D. When they submit the order, they give us a bad address, it doesn't match up. Well, we're going to reject that back. It's actually, to use the proper, would be an auto clarification back to you for address. And it can't check the other.

Q: It would be someone's address, but it doesn't match the name and LESOG says "that doesn't compute, try again"?

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A: Well, no. The address is not doing a name validation. The scenario I'm saying to you, the address as entered is just totally incorrect, something is wrong. There's no address that exists like that in RSAG.

Q: It wasn't validated?

A: Maybe validated, but they have a typo error because they didn't populate the information in. For whatever reason you've got an address that is wrong and when the order comes to us, that address obviously has to be revalidated again as part of the order being checked for completeness and correctness.

So once it sees the address is wrong, it cannot go and determine what Central Office is serving and what features are available in that Central Office, so it rejects it back. So then you correct the address and you send it back to us on the next version for that order. Well, now the address is accepted and it gets going there saying, okay, this is the correct CO, gets here, Caller I.D. that you requested is really not available. So now you're going to get another clarification back. And that's a scenario where you just cannot program it. Either way, it's got certain linkages, certain steps it has to go through.

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Q: Can you identify any other linkages? Let's assume we get the address right. Any other linkages like that you can identify?

A: Those are the primary ones. I can't say there's not another one, but that's the one that immediately comes to my mind because everything on that order is driven primarily by the address, what Central Office serves that address, and then based on that Central Office, what features and services are available for that.

Q: So if we can submit to BellSouth a service request that doesn't have any fatal errors and has a correct address, BellSouth should be able to identify all remaining errors in one fell swoop and send that back to us?

A: There are some situations, I'm trying to think of one where before you get down to the feature itself, they have to determine something in CO. I'm racking my mind to recall it because I've dealt with this before.

Q: Take your time.

A: I can't recall it. I know the answer to your question is no. I know that scenario there is three levels because you have to look at the address, then you have to look at the line level, the order

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itself, the Central Office and the feature level. So I know there's three linkages in that scenario.

I'm trying to think of a situation where something would be wrong at the CO level and I can't recall it at the moment.

Q: Let me come at it one other way because you said that LESOG applies the majority of the SOER edits. Is it possible that you could submit a service request, no fatal errors, the LESOG applies the SOER edits, gives us a reject. We fix the identified error, resubmit the service request, go through LEO, go through LESOG, it gets to SOCS which applies the full panoply of SOER edits?

A: Right.

Q: And then rejects us for yet another reason?

A: Yes, there is. And that is where we haven't built that edit into LESOG for whatever reason. A lot of those were edits that either we haven't figured out how to build it in there ourselves, to program it, or something you don't see often enough that it's worth trying to build.

It typically comes back, if you looked at the flow through report, as 8825s, that's that error code associated with them. And most of those get

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assigned to BellSouth as something is wrong with BellSouth's system. Wrong is not quite the terminology. Something just in that algorithm to do that translation is either we may not have figured out how to do it. It could be that we have said, "We can't do this yet, we're still working on it." We still want you to submit it electronically because it still gets it to us where most everything is done and we have a rep going and then he changes one little thing and still get it to you going down. It is easier to process that way, better for you, better for us. So we say we take a hit on our flow through from that standpoint. So there are some edits that don't get applied until it gets into SOCS.

Q: In most or all of those cases, BellSouth takes the hit on flow through?

A: Yeah. I would have to go back and look at the numbers, but I would be willing to bet somewhere 65, 70 percent of those, if not a little higher, on those type of errors, we end up having to error against us.

Q: Can you give us examples of the kind of service requests that would get bounced at the SOCS stage for which responsibility would be assigned to the CLEC?

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A: I really don't have a good example for you. I have to go back and pull out some of the reports. If I brought a flow through report, you could look at it and maybe identify some. In thinking about it, we would have to go pull your individual data and look at your data to help you do the assessment. Your customer service manager could do that for you, because it falls in that big category 8825 and that says use a SOCS or SOER edits and it's all applied in SOCS. It's a gamut of things.

Q: The BellSouth rep using RNS, prepopulating an order like we talked about before, billing order I guess is the term you prefer, will RNS alert the rep to errors? In other words, tell the rep about an error before the request is even submitted?

A: Yes. For most of them they have built those same SOER edits in their side of that interface and built the module in there for them to be applied and give them errors back.

That's why the SOER edits are out there on our web site for those CLECs like yourself that would like to do that on your side of the interface. We have given you all that information.

Q: What version of the SOER edits do you have

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in RNS, is it the LESOG version or the SOCS version or some other version?

A: I don't know how they built it. I haven't looked at it from that detail before. Since RNS is applying across our whole region, nine states, they probably have it linked to the SOCS SOER edits. Same thing that you could do. You would have to take the decision, look at it — I'm not explaining this well, let me back up.

Look at your business plan where you're making a decision you want to go after certain customers and certain states. Now compare that and stay focused on whatever you want to do for consumer for sake of conversation. Now compare that with BellSouth who has to provide service to all consumers across all nine states and, you know, really in today's environment we don't have a choice to say no to anybody. So you may elect from a programming standpoint to build some subset based on your particular market plan, your business plan that you're driving towards, because you don't need all those SOER edits because you're not going to be providing the products and services to all those different types of customers. So we would take probably a larger approach and try to look at

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incorporate more than you might want to do.
Q: I've forgotten the terminology for the service order generator from RNS. Can you remind me?
A: SOLAR.
Q: FUEL and SOLAR?
A: FUEL and SOLAR.
Q: I would gather since a good bit of the SOER edits are built into RNS, it would be pretty rare that you saw any error on an RNS order?
A: The SOER edits are placed in FUEL and then SOLAR is the service order generator component within RNS. To answer your question, yeah, but that's a fair assessment, they have a very high flow through, we report their, essentially their flow through component and it's typically 96 percent or so and has been steady at that for, you know, month after month for a long time, and that's why it's driven.
But they still have some errors, they still have some things that they have not programed or could be a glitch in the system or whatever that's preventing certain things from actually making that total electronic transmission to be provisioned.
Q: Is there an equivalent for BellSouth retail to LEO? Is that FUEL or SOLAR or something else?

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A: Well, they can build in addition to that. They can build just within their presentation system probably some LEO type edit that says you have to put something in this field. If you don't put something in this field, you know, this field may be linked to another field; if you have something in here, you have to have something in this level. It's a low level type edit check.
Q: Who is the "they" that you are referring to?
A: They being the programmers behind RNS that provide the support for that application.
Q: But is there a system equivalent to LEO in BellSouth's retail system?
A: No. No. But what I'm just trying to describe, no. No is your answer.
Q: Okay. Then FUEL and SOLAR are the equivalent of LESOG; is that right?
A: Yes, that's the way to look at it. FUEL houses all the same edits that you would have housed in LEO and LESOG and then SOLAR is doing that service order generation component, translating that into the sales service order format.
Q: In RNS do you get the equivalent of a fatal reject?

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A: I think their equivalent would be just an on screen up front edit right then and there that would say no, you've got to put something in this field and that would be the equivalent.
Q: So once the service request is sent, really the first thing that would parallel the CLEC process would be FUEL and SOLAR and which would be, as you said, equivalent to LESOG; and FUEL and SOLAR apply the full panoply of SOER edits to the request?
A: Whatever they have built in there, which I think they have built probably more, I know they have built more in there than you probably would for your design, because as I discussed, the overall region and the clientele they are trying to serve.
Q: So then once it clears FUEL and SOLAR, it goes on to SOCS and there may be a few edits that would be applied there, which means that there is some possibility of multiple rejects for BellSouth, but that possibility sounds like it's substantially less?
A: Well, substantially less if you view it only from the standpoint of the way they have designed RNS to apply those edits. It is not substantially less from the way that we designed LESOG.

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What I'm saying to you is the way they designed RNS to do that, you have that same opportunity if you want to choose to make that investment based on us giving the technical specifications and SOER edits and so forth to come up with it.
Q: We'll still have to go through LEO, LESOG and SOCS, three steps, and the BellSouth request is just going to go to the FUEL/SOLAR step and the SOCS step; right?
A: Yes, but now you're talking about a matter of seconds, maybe a few minutes to go through that electronic step and have that edit applied.
Q: My question didn't go so much to the timing as to the possibility of serial rejections.
A: Okay.
Q: For the CLEC, you could get a rejection at LEO, get it bounced back to you — I'm sorry. Yeah, that's right. And then a rejection at LESOG, get it bounced back to you, and then clear LEO and LESOG and get a rejection from SOCS.
BellSouth, you're going to get whatever errors that FUEL and SOLAR are going to find and then if you submit an order that clears all that, the only other possibility is you might get an error and a

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reject out of SOCS?
A: True, because the way the system is designed, that's the common entry point. SOCS is the common entry point. So viewing it from the way you described it, the answer is yes. But also add to that what's in LEO and LESOG, I mean if you want to make the investment, you can program that to your side of the interface before you ever transmit the order to us.
Q: Looking in your testimony, you suggest that it might be possible to improve BellSouth's system for CLECs to reduce the possibility of multiple rejections. Do you recall that testimony?
A: You have to point me to it.
Q: It's at page 25, starting at line 10?
A: Are we on direct?
Q: On direct. The question was put to you whether BellSouth could change its systems as WorldCom is requesting, and your answer was that possibly, but only at considerable time and expense.
A: Okay. I have read that.
Q: Can you elaborate on that, please, how much time, how much expense?
A: I don't have any ballpark figure for time and expense because I don't have any situation that

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is in front of me.
What I'm trying to say there is if MCI or any CLEC has identified a situation where we should have been checking for and should have caught it and it can be brought to our attention, we're willing to look at that to see if we can improve our system, because it's our desire to be able to do as much of those checks. We don't want them going back and forth to you; it creates work for us just like it does for you. We don't want that to happen. I can assure you that's not in anyone's best interest.
But you'll have to qualify and understand my prior statement, there are certain ones that there are linkages that you cannot build into the system. That's what I'm trying to say here. Maybe I don't say it as well. I guess at this point, page 25, I'm rattled enough. I had more than what I'm trying to win a contest of how much I could put down here, but that's what I'm trying to say to you.
Q: So as I understand what you're saying is, your testimony is that there are certain problems that probably can't be programed around?
A: That's right.
Q: What you're referring to here on page 25 would be certain modifications that might improve the

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process, but they wouldn't alleviate all the problems that you've described?
A: That's right. And when given those errors, those 8825s I referred to, those may be such that it's just not — I don't have an example to express to you, but those may be such that you don't see them often enough that it's worth programming.
I would have to find one to show you, but usually when you're doing a deposition, you say here's an anomaly, it occurs out of 50,000 orders, we have seen it one time. Would I program my interfaces to check that? Probably not.
Q: Let me ask you for a minute about manual systems. This is a general question and maybe you can steer us in the right direction here. What systems are in place to catch all errors at one time for manual orders and orders that fall out from manual processing?
A: Well, now you're including human intervention to be a part of that process check. That's the person — let's focus first on one that is submitted manually.
Q: Okay.
A: Now when you submit that order to us and let's say you submit it via fax, we're going to take

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that order into the Local Carrier Service Center and it's eventually going to be assigned to a representative to enter that order and process it. That person is going to physically look at it first to say do I have everything here, it's equivalent to a LEO type check. Do I have everything filled in? Is there something critical that's missing that I cannot go forward? They identify something like that and their task to is to look at the entire order, not just say here is one and stop there. Look at the entire order and then identify those errors and send it back.
If you don't identify any errors, then you go to starting to input it and there once again they are going to use DOE or SONGS to input it. DOE and SONGS do have some up front edit capabilities themselves. Usually those type of edits come back hopefully that the rep has the correct information, it's just typos of whatever, but something could happen there. They cannot go any further. They may have to send it back for clarification because the system is saying something is wrong. That could result in an error.
And then the third place where it could happen is what we've already discussed. Now they

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have submitted it through DOE or SONGS and SOCS still picks up something. Then that will come back to that rep who entered it, he would have to look at it and say, "Okay, did I enter something wrong or is there something wrong in the order?" Make that determination and send it back. That's a scenario of 100 percent manual.

Q: Let's move over to falls out for manual processing.

A: There's really not anything different from a fall out for manual processing itself. But at that stage the high level LEO edits should have taken place, so you've had a little bit of a scan from the system. It's just identified because the type of order it is that it has to be processed via DOE or SONGS because we have not built the algorithms in LESOG to do that translation.

So in that case, it will hit a rep. Instead a rep is looking at this order on a screen. They are claiming it in LEO itself. The system automatically identifies it, sends it out there and puts it in electronic queue for those reps to claim so they are working from that system. But they have to turn around and enter it and once they turn around, they are working off the same terminal, they

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will have the LEO top half of screen and then they'll go into DOE or SONGS on the bottom half of their screen. They have to rekey that order at that point and then all the steps are the same.

Q: When you say claim, what do you mean?

A: I mean the individuals claim that this is going to work, the individual representative in the Local Carrier Service Center. Claim is just a terminology we say that it's been placed in a queue, so now they go into LEO and they say okay, I've got this one and they electronically are saying I'm working on this one, so they have claimed it.

Q: Actually there is one more thing that you could clarify for me just for my own edification. You described how a BellSouth rep builds an order in ROS and then that order is submitted directly to SOCS without any intervention by a system like LEO or LESOG that involves service order generation?

A: Uh-huh.

Q: When an RNS, on the other hand, does involve service order generation, as you've just described —

A: Yes.

Q: — what is it about an RNS order that requires service order generation?

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A: It's just the way they have designed the system RNS. I really have to get — a system designer could speak better to it. The way they develop and get the information, collect the information from the customer, the end user customer they are talking to. Typically those orders are being developed while they are talking to someone, and it is a windows based point and click type technology. The collection of that information for the order is one thing. They are also collecting some information, frankly, for marketing reasons for them, they want to know more about their customers and such. And my understanding is that has not — that collection of information is not formatted into that SOCS compatible format. It's just the way the system was designed.

A lot of that was built around the FUEL's component, which was doing English translation, getting information so they would have an English translation of USOCS, because USOCS is a main driver behind the order format to begin with. So in that design, at that point when they develop it, that's just the way they designed it.

So then they applied the SOLAR. They said, "Okay, after you collect all this information,

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point and click, you put all this down there. Now take it, reformat it, put it into the format that SOCS will accept it. It's just a matter of design.

Q: Let's talk about Issue 90, which has to do with completion notices for manual orders.

A: Yes.

Q: Does BellSouth provide an electronic completion notice when WorldCom submits an electronic orders that falls out for manual handling?

A: I'm thinking through it. I know when it doesn't fall out, it is fully electronic, yes. I know we give you FOC back for those.

I'm not sure. Most likely not. I'll have to verify that.

To make sure I understand, you're saying you submit it electronically, it has fallen out by design, do you get a completion notice back on those electronically?

Q: That's the question, yes.

A: I'm sitting here thinking through it. I thought you did, but now I have a doubt in my mind because I'm thinking through how the system works. I would rather verify that for you.

MR. O'ROARK: Okay. Mr. Twomey would you all be willing to follow-up on that one?

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Mr. Pate is saying yes.
MR. TWOMEY: Yes. I will not disagree with my witness on that point. Ron, do you know exactly what you need to follow-up on?
THE WITNESS: Yes, that's simple.
MR. O'ROARK: Thank you. I appreciate that.
Q: (By Mr. O'Roark) Just for purposes of talking, at one point you said you thought that we probably did not get an electronic completion notice. I know you don't know as you sit here right now, but is that what you think the answer is?
A: I think the answer is actually you do. But then I said it both ways, I do believe she's probably got it recorded as such. That's why the doubt come into my mind. I would just rather verify it.
Q: It's clear that you've said you don't know, so?
A: That's right. I've gotten the answer to that before and I should know and I apologize to you, but I want to make sure I answer it correctly for you.
Q: Let me ask you this. If it's the case

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that you do provide the electronic completion notice for electronic orders that fall out, can you explain why it wouldn't be possible for BellSouth to do the same thing for purely manual orders?
A: The reason is that the record is built in a system, the LEO system, which comes in electronically for us to identify, link that response back to you electronically and make that transmission. When it comes in manual, there is no LEO record built, it is all entered directly into SOCS via that DOE and SONGS.
Q: Is that true even for a residential order? Say a residential order falls out for manual handling, it wouldn't go through DOE or SONGS, would it?
A: Yes. If it falls out by design, not falling out for an error, falling out by design, DOE and SONGS in the LCSC is the only input mechanism to date.
Q: Even for a residential order?
A: Yes.
Q: Now are there cases when the service request falls out for manual processing because of a WorldCom or a BellSouth error and it does not result in a reject?

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A: It may not result in a reject to you, you know, because we would correct the error and get it back in the system.
Q: Which system? Say it's a BellSouth error on a residential order, it falls out, BellSouth fixes it. Does it go the LEO/LESOG route or the DOE/SONGS/SOCS route?
A: Well, sometimes a lot of those, what they typically do, they essentially go right into SOCS. They can directly access SOCS itself.
Q: Without —
A: If the order has already passed the SOCS and that's where the rejection is coming back to, they can go there and fix it there directly. And that way it would be fixed in terms of the system downstream provisioning being able to accept it and everything would continue on its path.
See, that's what we prefer. What we're trying to do when something falls out for an error is use everything that's already electronically built and then be able to go in there and do whatever additional entries to make it be accepted by SOCS. So you have a couple entry points to do that and SOCS is one. Then they could also go into SOCS potentially and pull the order back to DOE, massage

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it for lack of a better term, and submit it back. So they don't have to rebuild everything.
Q: Let's talk about BellSouth's retail systems for a minute. When BellSouth turns up a service for a retail customer and that order is completed, I would assume that fact is communicated electronically so that BellSouth can begin billing its customer. Is that true?
A: Well, it is not communicated electronically back to the call center, the retail centers.
Q: Where is it communicated?
A: Well, the systems itself, our billing systems are populated with the fact that it's completed, and billing will start that way.
Q: Can you trace for me, let's say you had to roll a truck and you turned up a customer and so at that moment in time the only person in the world that knows that the customer has been turned up other than the customer is the BellSouth technician.
A: Uh-huh.
Q: How does the technician's knowledge get communicated from him to BellSouth's billing system?
A: It's electronically going to be. I mean when it's turned up, the system itself is going to go

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or that order, shall I say, is going to go to what is referred to as a CP status, which means it's completed, and that's going to drive it to our billing systems which is based out of CRIS to show the service is in place and the billing will start.

Q: I've heard testimony before that BellSouth technicians have hand held terminals that they use?

A: Yes.

Q: Does he enter the completion status in the hand held terminal and communicate it that way?

A: Yes.

Q: What does the hand held terminal communicate with?

A: Well, SOCS is still your foundation where everything is. At that time actually — let me think through here. I said SOCS is your foundation. SOCS just shows the record of the status of the order. So it's going to be updated, and that's what I meant by that. If you're familiar with our tool, i think I talked about in the testimony CSOCS.

Q: Yes.

A: That's looking at the SOCS order itself. So that is going to be updated, but it is going to be updated from his terminal and I would have to go back and look at some diagrams and see how it feeds.

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Q: Well, putting aside the actual transmission path —

A: Yes.

Q: — that information is communicated electronically from a hand held terminal and is transmitted one way or another to BellSouth's billing systems so that BellSouth can start billing the customer?

A: Yes.

Q: Is the fact that service has been turned up transmitted to any other BellSouth system? For example, to BellSouth's main incident repair systems?

A: Those are all linked obviously, so that if you have a trouble ticket come in the next day, he's got to go back and look in the system to see that that account obviously exists for a new record. So you have a different system that you have trouble tickets submitted into; that's LMOS, L-M-O-S, but it would be linked to show that you have a service established for this name, this telephone number, this address and what those services are.

Q: I'm trying to get a picture in my mind and I'm not quite there yet. I understand that this information gets to the billing system, gets to LMOS so that BellSouth knows that how to maintain or

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repair this customer's service. Does the fact of completion go to some central repository that then feeds the different systems that need to know about it, or how does it work?

A: The Customer Record Information System, CRIS, is really your central repository for the customer itself. That's where your customer record is, that's where the CSRs are driven from, and that's going to be the main thing that you're going to look back to say do I have an account established, who is it with and what's on it.

Q: Is that what that technician's terminal communicates with? Does it somehow get that fact of completion into CRIS?

A: Well, that — and this is what I was thinking through in my mind earlier. That technician is probably working through WAFA or LMOS. That's how they get dispatched. So there has got to be a communication patched through that channel to close it out. But it eventually drives to update the CRIS record. It says now this service is on this account. If it's a new one, it establishing a whole new record. If it's like the scenarios we talked about earlier, where you're just adding Caller I.D., this comes back and says, "All right, as of this point in

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time, now Caller I.D. works on this account, start billing for it."

Q: I suppose in addition to making the change in the CRIS database, there has got to be some trigger that lets the billing people know start billing this guy?

A: Right. That CP notification is the trigger that gets to them. You would have to, I'm sure you've met before Mr. Scollard who could describe more of the billing cycle from there.

Q: We talked about the billing system, the maintenance and repair system, updating the CRIS database. Can you think of any other place in BellSouth's system that completion information goes to?

A: Well, I can't think of any others. All those systems you described plus CMOS we talked about which gets to the terminal assignments in the Central Office, that was part of provisioning cycle, that all those records were updated and assigned as making that service available.

So LFACS has been updated, CMOS has been updated, and the record now has been established in CRIS. And the CP status, that's the completion status, says "now it is done, start billing."

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Q: We can agree that it's important to know when service has been turned up so they can start billing your customer?
A: Certainly.
Q: You mentioned CSOCS a minute ago, so let's talk about that a little bit.
A: Sure.
Q: BellSouth provides information on CLEC Service Order Tracking System, known as CSOTS, and CSOTS provides completion information on a web site?
A: Yes.
Q: So for a CLEC such as WorldCom to use CSOTS, it would be required somehow to monitor periodically that CSOTS' web site?
A: Yes, some way I would imagine.
Q: And develop some way of taking that completion information off of CSOTS and somehow inputting it into WorldCom's systems?
A: I don't know what input you would want other than it is just completed. I don't know how your systems work.
Q: Well, to get it to the billing system as BellSouth needs to to get it to our manage repair system as BellSouth does and so forth.
A: Right.

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Q: To update our customer records.
A: Well, I'm just assuming that you probably just build in all that as part of your submission of the order. That was built into your record and the only thing that you lack is that "it's completed, start billing."
Q: Yes, and that fact somehow has to be gleaned from CSOTS and then distributed to the various systems that might need to know?
A: Sure.
Q: So whereas the fact of completion for BellSouth is communicated to its systems electronically, WorldCom would have to go through some kind of manual process to get the information off of CSOTS into its system?
A: Most likely at this point. I have not looked at is there a way for WorldCom to build any type of linkage to get electronic feed from CSOTS. I don't even know if it's possible. But what I've described for you here, the answer is yes.
Q: Let's talk about Issue 91, which has to do with FOCs.
Mr. Pate, let me show you this contract language at issue and then maybe we can make some progress here. What we're looking at is 3.4.1.1. and

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then 3.4.1.2 through 3.4.1.2.4.
You'll see that Section 3.4.1.1 is agreed upon language because it's not in bold, and the last sentence says that BellSouth will process and complete service. That's not the last sentence, excuse me. The last sentence says, "Intervals for FOC returns and for installation of services shall be as set forth in BellSouth's Interval Guide available on the BellSouth web site."
And then in the following sections that are in bold, there are some specific intervals set out.
My question to you is whether you know, are the intervals that are set out in the bold sections any different than what's in the Interval Guide?
A: Let me read it now.
Q: Sure.
MR. TWOMEY: Mr. O'Roark, I don't believe Mr. Pate is involved directly in the negotiations. Do you mind telling him whether that bold language is language proposed by BellSouth to which MCI has not agreed or MCI language to which BellSouth has not agreed?

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MR. O'ROARK: It's the latter, language that WorldCom has proposed.
MR. TWOMEY: Just for the record I think, I'm not sure we said the document we're looking at is the proposed interconnection agreement.
MR. O'ROARK: Initially for Florida.
MR. TWOMEY: For Florida.
MR. MONROE: It's the same language in this instance for all four states.
Q: (By Mr. O'Roark) Come to think of it, you have that Interval Guide in your testimony. Is that something you could cross check?
A: That's what we're going to do.
Q: Great.
A: Now the first thing that you know that we object to is in the very first one, 3.4.1.2, and that says that all such FOCS shall be firm commitments base on BellSouth checking available facilities.
Q: I understand that, and let's talk about that point in a minute. You're right, I meant to start with the section immediately after that.
A: Okay.
Q: Is this DS-1/DS-3 from your office transport?

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A: That's what I have down here in the Interval Guide.
Q: We think so, because some of the later provisions talk about loops?
A: Okay, because our Interval Guide, and I'm looking on page 17, for a dedicated interoffice DS-1 for a quantity of one shows seven days. And for DS-3 it shows 14 days; however, it has the asterisk we talked about earlier that includes the Service Inquiry associated with that.
When you get those dedicated local DS-1s, those dedicated DS-3, same intervals but different products, that's why I'm trying to distinguish what you're specifically referring to.
I seem to recall I had something on this in the rebuttal testimony. Let's see if I did any type of comparison for you there. No, I don't see that we did. I must be in the direct.
Q: The purpose for my question is actually pretty straightforward. There was like some understanding on our part that we were picking up the Interval Guide intervals in those sections and if that were not the case, then that would be helpful for us to understand.
A: It doesn't look like you are. That may be

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where there's some confusion. And sometimes, the Interval Guide, you really have to get clarity exactly what are you referring to. I just did, for example. Particularly when you get into Unbundled Network Elements, that's where I personally get confused not being an engineer.
Q: Do you feel comfortable enough with the Interval Guide to guide us through this?
A: A little bit. For example, if you look on page 15 of the Interval Guide, it refers to a four-wire DS-1 and a PRI digital loop. Are you referring to that? Is that what you're trying to capture here in your Interval Guide? That's where confusions can come. And I'm not going to be the Unbundled Network Element expert for you in helping you define the products.
Q: Is the last service, DS-3 loops, in the Interval Guide?
A: I just see it clarified. I guess I was saying dedicated interoffice DS-3, interoffice transport on page 17.
Q: But not DS-3 loops?
A: I don't see it categorized that way in the Interval Guide, no.
I was trying to take a look, as we talked

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about this, back on my direct testimony on page 29. Part of our concern was also the quantity. We could not tell your quantity that you were trying to describe to us, whereas in the Interval Guide, for example, in the four-wire DS-1, we have a different interval for if it's one to five, it's two days, if it's six to 14, it's three days; and anything over 15, we would need to negotiate with you.
Q: Mr. Pate, since it appears that there's not anything in your Interval Guide for DS-3 loops, do you know what BellSouth would propose for the intervals?
A: What I'm interpreting, and once again I'm not the one that could give you the product definition in these various loops. You're getting beyond my expertise.
I work more from the systems and the design to maintain the intervals and then the provisioning cycles. There is, once again, the dedicated interoffice DS-3; I don't know if that's what you mean because you called it, what, a DS-3 loop?
Q: Yes. Ordinarily loop means something different than a transport facility.
A: Right.

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Q: I mean is there such a thing as a DS-3 loop?
A: I'm going to show my ignorance there. I just don't get into that level of product definition, so I don't know. I have to find out.
When we look back under the Unbundled Network Elements, we may be calling the same thing by a different name, which is, of course, a concern. We have a two-wire, we have the SL1 and SL2, and I know you're not talking about those groups. Wire analog voice grade group, you're talking about a digital, you're not talking about that. And we have a wire DS-1 and I think PRI, which maybe stands for primary rate digital loop, I think you're talking about in here, but this categorizes it as a DS-1. Then we go to two-wire ISDN digital and four-wire 56 or 64 kilobits digital.
Unless they are bridged in those prior definitions, I don't know, I can't make that distinction for you.
Q: My understanding is that there is a provision for a DS-3 loop in our contract and there is such an animal and that BellSouth would be required to provide it; but regardless, as you sit here, you don't know what the intervals would be?

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A: I apologize, I can't make that cut for you or that transition for you reading the book.
Q: Let's come back to the Provision 3.4.1.2, where the parties still disagree concerning whether FOCs shall be firm commitments based on BellSouth's check of available facilities?
A: Yes.
Q: Maybe we can start here. There are a number of FOC intervals of a week or longer, aren't there?
A: Looking in the Interval Guide, yes. Usually those are quantity based driven or relate to where the Service Inquiry is required.
Q: Let's talk about the ones that are a week or longer and there is no Service Inquiry required.
A: All right.
Q: Why would it take you a week or more to return the FOC if you don't check facilities?
A: I'm trying to look for one here just to understand.
A lot of these deal with the order itself and it could be the building of the order, the loops themselves have to be built and entered. You know, a lot of these are still manually driven, because that's what we're primarily focused on here. If it's

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electronic, the FOC is not an issue. These are manual orders. So it's the complexity of the order itself and the entry of the order is what would be driving this.
Q: So that BellSouth can't return the FOC until the Account Team billing the order completes its work?
A: Yes. What gets you the FOC is when you enter the order using DOE or SONGS for those manually, for those manually sent orders.
Q: It's got to pass successfully through SOCS before you get an FOC?
A: Yes.
Q: So what I hear you saying is that it's not that it takes the FOC a week to find its way from SOCS to WorldCom, but rather it may take several days to bill the order and submit it. Once the order is submitted, the FOC would be returned fairly quickly assuming it's a valid service request?
A: That would be my understanding, but I seldom get into the level of the detail of these orders. Once again, when you look at the Interval Guide itself, quantity drives the days. Some of these where you see the largest time frame for days has an asterisk, that's being driven once again by

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the Service Inquiry. The other is being driven by the complexity of the order.
Q: You touch on this in your testimony, but I think we talked about it here. Why is it that there's a Service Inquiry required for some services and some UNEs, but not others?
A: Well, it gets back to that particular type of service. You've got to make sure that the facility that's being provided can support that service or if it's a designed service altogether; and so in those cases you're going to have to go out and look at the facilities and that's what the Service Inquiry process is doing.
Q: Well, for example, looking at page 15, looking at unbundled loops, the first several entries for loops do not have asterisks?
A: That's correct.
Q: You don't hit the first asterisk until ADSL. Why wouldn't you check facilities on those loops?
A: This is where you have to get an engineer to better answer your questions. Just getting back to what, is there any physical attribute or characteristics you need to be able to provide a UNE a two-wire analog grade loop non-designed, what was

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referred to as SL1, and the answer is no.
Now I couldn't get any more technical with you, because I'm not the engineer.
Q: But you do need the loop to be there?
A: That's right. That's right, but you are not having to — we may be able to use loops that have some physical characteristics that go far above just being able to do this that could supply you with that, but if you were trying to get a particular type of service that requires specific attributes or characteristics on a loop, you've got to make sure that that type of facility exists. Am I making some clarity?
Q: Let me ask you this. The problem that CLECs sometimes have is they will order a loop of some kind and it comes time for the cut-over, maybe a day before, BellSouth will go out and check facilities and they thought they had them, but they don't, so you have to put off the cut-over.
A: Right.
Q: You've heard of situations like that?
A: Certainly.
Q: And that's really the situation we're trying to avoid. That's WorldCom's interest in having the facility checks done to avoid precisely

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that problem.
And let me ask you this: With the Service Inquiry process, we're not talking about BellSouth rolling a truck out to the premises to actually check for copper pairs. We're talking about looking in the LFACS system to see if at least BellSouth's records indicate that there are available facilities; is that right?
A: That's what I understand you're asking for. You would have to tell me, but that's what I hear you.
There are two things here. I mean you have the LFACS, which is the inventory of the system, but I think I stated earlier to you sometimes the information that's in there is wrong or it's right and you get out there and still the facility that you are trying to use, it doesn't work, something is wrong with it.
Q: As I understand it, what we're really — we're not so much talking about the problem of the information being wrong. We're talking about at least checking the information.
A: Okay.
Q: Because your information might tell you you're out of loops out there.

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A: Uh-huh.
Q: Let's say we're talking about one of these FOCs that takes a week to return because you've got to build the order. Why couldn't BellSouth make a Service Inquiry at the beginning of that week and have that information come back before it was time to submit the order?
A: Well, I'm not aware, first off, on one of the small quantities if that takes that long, a week. That's a long time unless there's a Service Inquiry involved. There may be some in here, but I'm not talking about any interoffice type trunking, I'm just talking about loops. I don't think there are any that fit that category.
Now with that said, the processes, the way they are designed and built, and once again is we work under the presumption of the facilities are there. We do it for our retail units as well. And that has proven to, from our years of experience, to work and we're usually going to meet the commitment dates associated with delivery of that service.
What you're asking for us to do is something different than we do for ourselves.
Q: I understood BellSouth's position to be that it doesn't do cut-overs for itself?

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A: What I'm talking about here is just checking facilities, period.
Q: Would you agree that BellSouth doesn't do cut-overs for itself?
A: I don't think we're talking the same terminology. When you say they don't do cut-overs for themselves, I don't understand.
Q: A cut-over of service, as I understand it, is CLEC wins BellSouth customer, BellSouth needs to swing loop from say termination point on the main distribution frame to the CLEC collo so that the CLEC can turn up service?
A: That's a cut-over, but you'd have to say when we establish service, you know, we are putting facilities, making those connections. It's not necessarily a cut-over like you just described, but we still have to make those same connections from whatever end serving — loop serving to our CO, how do you make that connection? We still have to make all those connections to get the transmission to our customers. All that has to be put in place as part of provisioning. I'm a little confused by your question. Once again, I'm not the engineer here.
Q: Well, I mean we had discussed the problem that sometimes arises where, say, WorldCom orders the

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service. A day or two before the scheduled cut-over, BellSouth discovers there's not facilities and everybody has got to reschedule?
A: Right.
Q: You know, if you're lucky, there's no customer who isn't taken down, but there are still problems. We're exploring how we can avoid those problems, if we can.
Are you saying that BellSouth does or does not face that comparable situation?
A: We face that comparable situation. Mr. Milner may be able to speak better to it. He's the engineer that can speak to provision and help give you some clarity. What I'm saying to you is when we're out there with a BellSouth retail end user customer, we can have cable in pair situations and assignments we've all made and you get there and you realize you've got some bad assignments.
Q: That point is even if you do the Service Inquiry, your information may be wrong and when you get out to the facility —
A: Yes.
Q: — it still may require postponement?
A: That's right. And that's because once you get out there to actually start up that facility and

you have something wrong, it gets into the pending facility, that PF status.

Q: Understanding that doing the SI process may not solve all the problems, it still may solve some of the problems by identifying well in advance situations where facilities are not available. Is that fair?

A: It may identify some. You know, from a business standpoint we made the decision it doesn't identify enough to make it worth the time and expense to do that.

Q: And if WorldCom makes a business decision that does think it's worth the time and expense, where does that leave us?

A: That's where I said earlier if WorldCom is willing to pay for it, willing to retain and take a look at what it is we can do to accommodate you.

I think I gave you two things just for consideration. One is if you want something unique for you, give us a bona fide request and we'll see if there's something we can build, design for you. The other was if it's something for the CLEC community as a whole that we don't have it place, you know, take it through the change control process and see if there is an item of interest there, and then we would

have to build that in our overall process.

Q: Since we're asking for the SI process in this proceeding, can you tell us how much you would charge us to provide it?

A: I don't have any idea. I can just use just so you can have something to understand. If you look at a loop qualification, don't quote me to this, but I think if it's not available whereas you can get it electronically in LFACS and we have to go do a manual Service Inquiry, ballpark figure is like $150 charge to do that. That's ballpark figures. Your situation would be unique to you to define what it is you need.

Q: My understanding of BellSouth's position is that where an SI inquiry is not being done, that interval would have to be lengthened if you were going to do an SI in addition?

A: That's right.

Q: Is BellSouth willing to quote us those longer intervals that will give us the SI?

MR. TWOMEY: Let me object to the form of the question. I don't agree with the predicate of the question that you are asking for BellSouth to do certain things in this proceeding. I think the issue in

the proceeding is does the act require us to do it. And I think that I just need to say that for the record.

I guess what I want to make sure is we're not — you have not just made a bona fide request for us to do something in this deposition. At least we don't accept that.

MR. O'ROARK: No, I wasn't intending to. There is a bona fide request process in our contract and I'm not purporting to —

MR. TWOMEY: Right.

MR. O'ROARK: — go through that.

MR. TWOMEY: I understand that, but you followed that with a statement that since we're asking for it in this proceeding, will you give us a quote, and I just think it's important for me to say on the record that I don't think we agree with you that you're asking for it in this proceeding. I think we're asking the commission to resolve the question of whether the Act would require us to do it, which I think is a subtle but significant difference between those two questions.

But he can answer your question.

MR. O'ROARK: We're certainly proposing a language that would require BellSouth to undertake an SI process for us.

MR. TWOMEY: Understood.

Q: (By Mr. O'Roark) But, yeah, returning to the question. I mean, you know, thinking in terms of resolving this issue, if BellSouth's real concern is that if we do an SI, we can't get the FOC back to you within our stated intervals, is a possible resolution to lengthen the intervals a little bit so that you can do the SI and get us the FOC back within a reasonable time?

A: I'm thinking about it from the way our systems work and right now there's not an up front facilities available confirmation electronically the way the systems work. I don't know how to do it without some manual intervention which is not what you want I don't think.

Q: The way you do it today is you would have to go to your outside plant manager and have him look it up and tell you whether the facilities are there or not?

A: That's right, but that requires manual

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intervention is what I'm saying to you. So that means things start dropping out of your system instead of being electronically able to be processed and flow on through. So that starts to create — it potentially could be, depending on the quantity we're talking about, a bottleneck here, where you would be submitting certain orders, say for the sake of conversation, whatever it is that right now is being submitted, you're getting an FOC back without a facilities check because the electronic system has taken care of all that. The facilities verification doesn't get involved until it's in the provisioning; that's when it gets into SOCS and gets passed downstream.

So what you're asking is for someone — there's not a way for the system to do it right now. You're asking for someone for all your orders to manually have to intervene and go do this facility verification, send it to outside plant engineering. We don't have a system way to do that. You're asking for manual intervention.

Q: Let me make sure I understand that. Are there — we're talking about business orders here?

A: Okay.

Q: Remind me what business orders can flow through for WorldCom?

A: Well, your simple business orders. All your resale business orders, I think you're primarily doing loops. Tell me if I'm wrong.

Q: I think that's right. So how about for loop orders, do those flow through?

A: There are some that flow through, yes. The matrix I referred to, I would have to have that in front of me to make sure I state it properly, but there are a lot that do not. That's a prime area where we're working to make it have the ability to flow through like we talked about earlier.

Q: So for a loop order that would flow through, the problem in an SI request would be that rather than getting an FOC back in a matter of hours, there would be manual intervention and it might slow the process down?

A: Yes.

Q: How about the ones that don't flow through? That's a manual process regardless on BellSouth's end, is it not?

A: Yes, it is.

Q: And so why would the manual processing involved with an SI be a problem for BellSouth?

A: Well, you are still asking to interject a new step in that process. Right now as we try to actually manage all of the workload that we have in LCSC, that's not one of those steps. We have some certain time parameters we're trying to turn all those orders around that come in manually, not just from you but from all the carriers that we serve, and still today we're at our best at about 20 percent of all our orders are still coming manually. And that's a great improvement, but quantity-wise it's a lot.

What I'm saying, to summarize my answer for you, is you're asking us to throw in another step and we have to manage associated with it. So it's not like you've got plenty of time in your current process. No, we're trying to use the current process to manage all that workload and turn it around. Now you're throwing in another process step in there.

Q: I understand, and my question really went to whether if we could give you a little bit more time to accommodate that step, whether we could get BellSouth to do the SI?

A: Well, it may be something that could be looked at, but understand if we do that for you and based on the way the contract has to be available for everybody, we have to open the door to do it for anyone. We can't do it just for you.

Q: We understand the requirement of the Act in that regard.

A: Right.

Q: Presumably if you can arrange a process that would accommodate us, you could accommodate others with the same process?

A: That's why my suggestion is maybe to change control process is a good way to service that. I'm not trying to avoid the issue here, but that's the best forum that I know that exists to say, hey, CLECs as a whole, do you have an interest here? Should something be developed? And then, how does that impact all of our other systems and things like the Interval Guide and such?

Q: That may be something we would consider, but for our purposes here today, could BellSouth provide us with intervals for these services that included an SI where they don't delay?

MR. TWOMEY: Let me just object to the form of the question. Obviously, one of the purposes of this, the reason we're taking depositions, is to try to see are there areas where we're closer on these issues than we think we are. And to that extent, I have no problem with you

exhausting Ron's knowledge on particular points or any other witnesses' knowledge on particular points.

I don't want to say inappropriate, that's too strong a word, I think it just might be better if you have specific suggestions. We're almost getting to negotiation points and you could maybe communicate those to Parky, who is really kind of coordinating the negotiation point. I just don't want to have a deposition become a negotiation session, because Ron doesn't really have the benefit as he's sitting here to consult with the appropriate people, and I just think it's not fair to the witness to ask him to negotiate for BellSouth on a point, although it's perfectly appropriate for you to exhaust his knowledge of the subject matter. I think that last question we're getting kind of close.

MR. O'ROARK: I'm about at the end of that line of questions.

MR. TWOMEY: Okay.

Q: (By Mr. O'Roark) Mr. Pate, you heard your

counsel and it is true that others are negotiating this. I'm trying to understand this from the standpoint of technical feasibility. I understand you may not be the decision-maker who decides what BellSouth will or will not do, but you can provide us information as to what's feasible, what works, and that's what I'm trying to drive at here.

So with that in mind, let's return to the question of whether BellSouth could accommodate longer — well, would provide longer FOC intervals with an SI request?

A: Obviously that could be accommodated if it can be dimensioned, defined specifically what you want, which services. You mentioned some here and you saw the problems just the team here had trying to understand exactly what those are, relating it back to the Interval Guide.

So first off to dimension it, what is it. Then start to dimension it by quantity. You have to break it down; different quantities impact differently. Right now the language reads here, it's quantity 1 or quantity 50, so I think you would have to put a component associated with that.

Once you define all of that, I think it's appropriate to say is there something we can do so

that you have a Service Inquiry process, is what you're asking for. It kind of gets linked back to one of your other issues.

Maybe there is a strong tie there. If you had the Service Inquiry process, maybe that would deal with this. It's just something — those two are so closely joined, as I looked at them, what you're trying to achieve here.

Q: Let's talk about one other issue. I'll be honest with you, I can't remember the number of it because it's only in Florida. It has an A, around 93 A, but I won't hold you to that. It's on the CSR parsing. We have already talked about parsing some today in connection with BellSouth's retail systems. I have just a few more questions specifically directed to that issue.

A: Let me say that —

MR. TWOMEY: Is it 96 A?

MR. O'ROARK: It could be.

THE WITNESS: For Florida?

MR. TWOMEY: I'm not sure. Let's verify that Ron is the witness for us. Have you covered his testimony?

MR. O'ROARK: Here is the situation, Mr. Twomey. This is an issue that was

raised in Florida, it is not raised in the other states. We do not have testimony in Florida, but this is our one shot at the witness.

MR. TWOMEY: Let me say this. I have no objection to you asking Mr. Pate about the subject matter. You certainly are entitled to ask any BellSouth employee questions. I think that because we have tied the witness's testimony to the way we structured the depositions, at least it's implied by our side and your side that the witness that we produce is the most knowledgeable person on the subject.

As to this issue, I just don't want to be tied down to Ron being the witness on the subject, because it may be that when we file testimony in Florida ultimately on this point, that he's not the witness.

So just having made that disclaimer that somebody else may have more knowledge than he does, I have no objection to you asking him these questions. If he feels it's within his subject matter of knowledge, he can respond to it. If he

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doesn't know, obviously he doesn't know.
Q: (By Mr. O'Roark) Mr. Pate, given your knowledge of OSS, I'm assuming that you are the person in the array of BellSouth witnesses most likely to know about parsing or CSR parsing.
A: Okay.
Q: Do you have knowledge of that subject?
A: Sure.
Q: I suppose that would be — realistically that's probably something that falls within your bailiwick rather than say an engineer like Mr. Milner?
A: Yes, but we have had other witnesses testify on parsing, but I'm knowledgeable on parsing as well.
Q: I realize that this issue is not in testimony that you filed so far, but since we're ahead of the Florida testimony that's going to be filed next week, we sort of have to do the best we can.
As I understand what you testified a little earlier this morning, you said that BellSouth's CSRs can be parsed on a line-by-line basis?
A: Yes.

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Q: And that's because it's a fairly old database and was set up that way sometime ago?
A: That's essentially it, yes. That's the way it was designed from years back and that's the way we need the information for a service order to be processed.
Q: With the RSAG, on the other hand, the information can be parsed at a much more granular level?
A: Yes, that's just the address validation from RSAG.
Q: And that's because, is RSAG a newer database that was developed more to modern standards?
A: I really don't know the why behind it. All I can just say is that's the way that database is designed.
Q: As I understand what you've said before, BellSouth can take a CSR, use the line-by-line parsing capability and populate parts of an order so that manual intervention isn't required for those parts of the order. Is that fair?
A: Yes.
Q: But if a — and this is going beyond what you said this morning. If a CLEC wants to use a CSR, I suppose it would be your testimony that the CLEC could figure out how to do that line-by-line parsing so that the CLEC could also populate parts of the order without manual intervention?
A: Yes, because the stream of data that we're going to give you would be of a TAG interface, T-A-G, is going to be the same stream of data for that Customer Service Record that we supply to our BellSouth retail units.
Q: Is that also true of EDI?
A: EDI does not have the preordering functionality built into that, so that's why you would have to get it via TAG.
Q: I suppose you would recognize that if the CLEC's computer systems are designed to parse information at that granular level like RSAG, that the one thing the CLECs are not going to be able to do is to take that CSR data and populate their own internal systems with that data in a way that they can use it?
A: Well, I don't know that they can't. I'll agree with you that they would have to build a program to do that and that may be a challenge, but nor do I agree that they can't do it.
Q: Do you know for a fact that CSR data can be parsed down to the same level as say the RSAG can

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be?
A: Yes, I think it can. Yes. You would have to — there is delimiters. You know, this comes identified as a line of data, it's delimited, meaning there's a way it's defined in there in the way the stream is passed to you that you would be able to pick up probably if you knew how to do that. I'm not going to sit here and say it would be easy. You would have to figure out how that works for your system and your system design, how you populate your information.
Q: Is there a schema or a record layout that explains exactly how those delimiters work?
A: Yes.
Q: Not just for the line-by-line parsing, but the granular parsing, like the RSAG?
A: It explains the delimiters which, my understanding, breaks it down by some of those components, that schema does, and that's been made available. I don't know if it's made available to you directly, but I thought it was made available to someone.
Q: A schema has been made available to WorldCom. The parties still dispute whether that's sufficient, is my understanding of where we are

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today.
You said that the schema that has been provided allows parsing of some of the components. Do you know what components are parsable and which ones are not?
A: It gets back to that level of parsing, so I have not looked at that schema in a long time even though we have this issue coming up in Florida, so I have to go back and look at it.
Q: Does BellSouth have any plans to implement CSR parsing for CLECs?
A: There's a change request that was put in place — I know by whom, I think I can state here — a participant in the CCP.
MR. TWOMEY: Is the CCP publicly available?
THE WITNESS: No. It's limited now to just those participants in the change control process.
Let me say it this way, because you'll be able to look at it. It's a change request submitted under the change control process by one of your CLEC peers requesting parsing of the Customer Service Records; and the current status, it's my

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understanding of that change request, is that a change is to be obtained this month to look at parsing of Customer Service Records, so it gets back to LSOG 4 of compliance.
Q: (By Mr. O'Roark) what do you mean so it gets back to LSOG 4 type compliance?
A: LSOG 4 has some guidelines as to parsing for the records, and that's what I mean by being able to parse at that level. That level starts to drive some of the things I hear you requesting.
Q: So the current status is that a team is being formed to look at the issue, but as yet BellSouth has not committed to implement CSR parsing for CLECs?
A: No, we have not made that commitment, that's a correct statement. This has been prioritized as a high priority item by the CLECs as a group in the change control process. So all I can say is at this moment I don't have a status on that because the team has not been formed, but I know we treat that as a very serious process, so we treat this as a high interest item to the CLECs and will be looking at a way we can do that.
Q: When do you expect a decision on whether

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to proceed with the CSR parsing project?
A: I would expect that this year. We have still several months left in this year. What they have got to balance out, they being the whole IT organization that works these change requests, is to balance out being able to work that out along with all the other change requests and that's where the CLECs' prioritization request comes in to us. Since they prioritized it high, I would think that that assessment and what we need to do to move forward would be nailed down here before the clock expires in 2000.
That does not mean when will they do it if they decide they could, because there could be all sorts of other situations driving when could you actually have something in place.
Q: Does the deal consist of BellSouth and members of the CLEC community?
A: The CLEC community will obviously be involved in that team. I'm not sure if they're members of that team. It's usually primarily driven internally by BellSouth, at least that first initial assessment, and then they bring it back to the change control process, the CLECs that are participating in that, so that they can definitely be a part of

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helping make sure that's designed as what we need. It would be foolish for us to just work on something ourselves and design something that you don't or can't use. So that input is going to be built in there. I'm just not sure are they a member of the team or how that exactly works.
Q: To your knowledge, has anyone successfully parsed a BellSouth CSR to the granular level along the lines of RSAG?
A: We did it ourselves sometime back, if you recall those discussions, but I don't think a CLEC ever did it.
Q: Was that the outfit that Bell Stacy hired to parse back in 1998?
A: Albion.
Q: Albion, but they only parsed the line-by-line level, right?
A: I think that's correct. Which is what is needed to do the order. But you're asking for a further level and I'm not aware of anybody that's done it.
Q: Yeah, I referred to the granular level like RSAG. That's what I was meaning to convey. And as to parsing at that level, you're not aware of anyone who has done it?

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A: No, I'm not.
Q: Just one more question.
MR. TWOMEY: Just one more? Don't feel constrained. Do as many as you'd like.
MR. O'ROARK: I don't.
Q: (By Mr. O'Roark) I want to circle back to one question that we may not have communicated on completely.
Going back to the DS-1 combo issue and BellSouth wanting to move us to a manual LSR, why can't you wait until you get an electronic LSR before you move us over to the LSR process?
A: Our position is trying to get uniformity for the whole CLEC community to make everything the same way. That helps us from our processing which helps us better serve you.
Q: I think you said, correct me if I'm wrong, that you are not aware of any CLEC today that's ordering DS-1 combos using LSR?
A: I'm not aware because I don't follow it that closely nor do I get any reports that break it down by product level.
I'm aware we have gone to lengths to define how to do it, build that process, and put

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those procedures out on our web site so they can be submitted that way.
Q: But again just come back to my question, why can't you wait until you got it ready electronically before you shift us over?
A: It's just as I said, to have a uniform way for all CLECs submitting their orders using the platform that's been defined as the Local Service Request.
Q: But there's a uniform way of doing it today using the ASR that all CLECs can use, right?
A: It's worked obviously for you because you've done it. I don't know who else, if anybody else, does it that way. I'm just aware that you are doing it. But there could be others. I really don't know.
Q: Since you're not aware of others, why is uniformity such a great concern if we have a process that works for WorldCom today?
A: What I'm saying is, if there are others doing this or if there are others that are wanting to do the EEL, we're moving those others to make sure they do it through the LSR process and we would like for MCI WorldCom to be part of those others using the same process. Otherwise, we have to try to manage

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ourselves internally, you know, separate processes, which makes us have two processes and resources dedicated to that, where we might be able to have them all dedicated to one Local Carrier Service Center where LSRs are handled, because the ICSC, which does the ASRs, is not designed ready for local service. So we have better expertise dedicated so we can better serve you.
Q: You could have everyone on the ASR process and then move us all over to the LSR process once it's electronic. Wouldn't that be better for CLECs?
A: I don't know that it would or would not. I can't speak to it. I would be speculating what would be better for the CLECs. You obviously think it would be better for you.
Q: We do?
MR. O'ROARK: That's all we have, thank you Mr. Pate.
MR. TWOMEY: I have no questions. Does anyone on the phone have any questions? Is anyone on the phone? Hello?
MS. BANKS: Can I get the name of the court reporter and a phone number to reach her?
(Deposition concluded at 3:05 p.m.)

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(Original Exhibits 1 through 3 have been attached to the original transcript.)

CERTIFICATE

STATE OF GEORGIA:
COUNTY OF FULTON:

I hereby certify that the foregoing transcript was taken down, as stated in the caption, and the questions and answers thereto were reduced to typewriting under my direction; that the foregoing pages 1 through 194 represent a true, complete, and correct transcript of the evidence given upon said hearing, and I further certify that I am not of kin or counsel to the parties in the case; am not in the regular employ of counsel for any of said parties; nor am I in anywise interested in the result of said case.

This, the 14th day of August 2000.

COLLEEN B. SEIDL, CSR-B-1113,RPR, CRR
My commission expires on the 7th day of October 2002.

DEPOSITION OF RONALD M. PATE/CBS

I do hereby certify that I have read all questions propounded to me and all answers given by me on August 9, 2000, taken before Colleen B. Seidl, and that:

____ 1) There are no changes noted.

____ 2) The following changes are noted:

Pursuant to Rule 30(e) of the Federal Rules of Civil Procedure and/or Georgia Code Annotated 81A-130 (B)(6)(e), both of which read in part: Any changes in form or substance which you desire to make shall be entered upon the deposition.. with a statement of the reasons given...for making them. Accordingly, to assist you in effecting corrections, please use the form below:

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If supplemental or additional pages are necessary, please furnish same in typewriting annexed to this deposition.

RONALD M. PATE

Sworn to and subscribed before me,
this the day of

Notary Public.
My commission expires:

COURT REPORTER DISCLOSURE

DEPOSITION OF: RONALD M PATE

Pursuant to Article 8 B of the Rules and Regulations of the Board of Court Reporting of the Judicial Council of Georgia which states: "Each court reporter shall tender a disclosure form at the time of the taking of the deposition stating the arrangements made for the reporting services of the certified court reporter, by the certified court reporter, the court reporter's employer, or the referral source for the deposition, with any party to the litigation, counsel to the parties or other entity. Such form shall be attached to the deposition transcript." I make the following disclosure:

I am a Georgia Certified Court Reporter. I am here as a representative of Brown Reporting, Inc Brown Reporting was contacted by the offices of MCI WorldCom to provide court reporting services for the deposition. Brown Reporting will not be taking this deposition under any contract that is prohibited by O.C.G.A. 15-14-37(a) and (b).

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/s/ Colleen B. Seidl, CCR-B-1113 8/9/2000

Signature of attorneys present: Date:

Return this form after review and/or signatures to the court reporter for inclusion in the record.

Please use reverse side for additional signatures.

DEPOSITION OF RONALD M. PATE/CBS

I do hereby certify that I have read all questions propounded to me and all answers given by me on August 9, 2000, taken before Colleen B. Seidl, and that:

____ 1) There are no changes noted.
__x__ 2) The following changes are noted:

Pursuant to Rule 30(e) of the Federal Rules of Civil Procedure and/or Georgia Code Annotated 81A-130 (B)(6)(e), both of which read in part: Any changes in form or substance which you desire to make shall be entered upon the deposition...with a statement of the reasons given...for making them. Accordingly, to assist you in effecting corrections, please use the form below:

Page No. 47 Line No. 20 should read: Service Quality/ Measurements, the SQMs. We have a grid

And the reason for the change is: The word Management was changed to Measurement,

Page No. 30 Line No. 17 should read: standards today coming out of CBF for your LSR you

And the reason for the change is: provided clarity - changed "and come out" to read "coming out of"

Page No. 50 Line No. 21-22 should read: be stricken

And the reason for the change is: Did not say this and makes no sense. Does not go with statement.

Page No. 54 Line No. 9 should read: elements defined out of the UNE removed order, and new cost

And the reason for the change is: provide clarity - changed "to find out a" to read "defined out of the"

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Page No. 21 Line No. 13 should read: dedicated transport

And the reason for the change is: provide clarity - changed transcript to transport.

Page No. 25 Line No. 4 should read: preceding system for ASRs. So when I say you would

And the reason for the change is: provide clarity - changed "LSRs" to "ASRs"

Page No. 75 Line No. 10 should read: Various resale services provide is what I

And the reason for the change is: provide clarity - changed "Value" to "Various"

Page No. 83 Line No. 17 should read: for xDSL services, so I have not looked

And the reason for the change is: provide clarity - changed "Text DSL" to read "xDSL"

Page No. 92 Line No. 13-16 should read: change "CMOS" to read "COSMOS" where it appears on these lines

And the reason for the change is: provide correct acronym

Page No. 93 Line No. 23 should read: terminating at Southern Bell / South Central Bell out of

And the reason for the change is: provide clarity - changed "South eastern" to read "South Central"

Page No. 96 Line No. 12 should read: I mentioned COSMOS to you because it is an

And the reason for the change is: provide clarity - changed "CMOS" to "COSMOS"

DEPOSITION OF RONALD M. PATE/CBS

Page No. 132 Line No. 12 should read: thing and still gets it to go downstream. It is

And the reason for the change is: provide clarity - changed "get it to you going down" to "gets it to go downstream".

Page No. 151 Line No. 20 should read: talked about in the testimony CSOTS.

And the reason for the change is: Corrected acronym from "CSOCS" to "CSOTS"

Page No. 153 Line No. 17 should read: is probably looking through ~~WFA~~ WFA in CMOS. There's two

And the reason for the change is: Corrected acronym from "WAFA" to "WFA"

Page No. 154 Line No. 16822 should read: Correct acronym - "CMOS" should be "COSMOS"

And the reason for the change is:

Page No. 155 Line No. 5 should read: Correct acronym from "CSOCS" to "CSOTS".

And the reason for the change is:

Page No. 188 Line No. 2 should read: that a team is to be changed thru mental

And the reason for the change is: provide clarity - changed "change is to be obtained" to read "team is to be changed"

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If supplemental or additional pages are necessary, please furnish same in typewriting annexed to this deposition.

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RONALD M. PATE

Sworn to and subscribed before me,
this the 24 day of August 2000.

_____

Notary Public.

My commission expires: _____

Notary Public, Gwinnett County, Georgia
My Commission Expires Feb. 19, 2004

AUG 31 2000

REQUEST: For what retail services does BellSouth use, in whole or in part, an electronic ordering process for its own retail operations? If the ordering process is only partially electronic for a particular retail service, please explain what parts of the process are manual and what parts are electronic.

RESPONSE: For its residential retail customers in North Carolina, BellSouth electronically orders the following services with flow-through via the Regional Negotiation System (RNS) sales and negotiation system. These services flow-through, with mechanized service order generation, so the process for ordering these services can be considered "fully electronic."

- All Residence Classes of Service (for example flat rate, measured and area plus)
- BellSouth Entertainment (DTV) Referral Only
- BellSouth.net
- BellSouth VoiceMail
  - Sub-mailboxes
  - Message Delivery Service
  - Callback Number Delivery to Pager
  - Multi-Line
  - Pager Out-dial Notification
- Bill Name and Address
- Block Busy Connect Announcement
- Calling Cards
- Complete Choice Packages
  - Area Plus and Complete Choice Line
  - Area Calling Service
  - Cellular
  - DCS
  - Multi-Line
- Copy and Create New Order from
  - Final Account
  - Live Account
- Cross Boundary
- Custom Calling Services

RNS see BS.net cellular

EXHIBIT
DATE

RESPONSE: (continued)

- Call Forwarding Busy Line
- Call Forwarding Don't Answer
- Call Forwarding Don't Answer Ring Control
- Call Forwarding Variable
- Call Hold
- Call Pickup
- Call Waiting
- Call Waiting Deluxe
- Customer Controlled Call Forwarding Busy Line
- Customer Controlled Call Forwarding Don't Answer
- Speed Calling 8
- Speed Calling 30
- Three Way Calling
- Three Way Calling Block Per Activation
- Three Way Calling With Transfer
- Customer Provide Network Information

- Customized Code Restriction
- Deny Service for tariff violation or fraud
- Directory
- Dual Service
- Duplicate Service
- Employee Concession
- Equipment
- Equipment for Customers with Special Needs
- Equipment Maintenance Plan
- Flexible Call Forwarding
- Interlata Toll Carrier
- Intralata Toll Carrier
- Internet Call Waiting
- Hunting
- Jacks and Wiring
- Listings
  - Designer
  - Indented

RESPONSE: (continued)

- MemoryCall Services (Standard and Enhanced)
  - Answering Service
  - Answering Service Personal
  - Answering Service Plus
  - Answering Service Residential Messaging
  - Message Delivery Service
  - MessageLink
- Message Waiting Indicator
- Message Waiting Indicator Audio Visual
- Miscellaneous Accounts (Message Link, Calling Cards)
- Number Changes
- Paging
- Pending Orders
  - Status
- Prestige Unbundled Single Line
  - Basic Groups
    - Call Pickup
    - Transfer and Conferencing
    - Transfer conferencing and Hold
    - Transfer Conferencing and Call Pickup
    - Transfer Conferencing, Call Pickup and Hold
  - Call Forwarding Busy Line
  - Call Forwarding Don't Answer
  - Call Forwarding Variable
  - Call Hold
  - Call Pickup
  - Call Waiting
- Prevent Sales Solicitation
- Privacy Director
- Responsibility Change
- Ringmaster Service
- Service Maintenance Plans
- Suspend or Restore Suspended Service
- Touch Star Services
  - Anonymous Call Rejection
  - Call Block

RESPONSE: (continued)

- Call Return
- Call Return Block Per Activation
- Call Selector
- Call Tracing
- Call Tracing Block Per Activation
- Caller ID
  - Basic Number Delivery
  - Basic Number Delivery With Anonymous Call Rejection
  - Deluxe
  - Deluxe With Anonymous Call Rejection
- Calling Number Delivery Blocking
- Calling Number Delivery Blocking Per Line Non-Pub
- Calling Party Number Delivery
- Preferred Call Forwarding
- Repeat Dialing
- Repeat Dialing Block Per Activation
- Optional Calling Plans
- Remote Access to Call Forwarding
- Selective Class of Call Screening
- Split billing
- Toll Billing Exceptions
- Transfer of Calls
- Transfer
  - Money to Different Account
  - Payment to a deposit
- Winback for local service
- Winback for local toll
- Wireless Services

Winback
Wireless

RESPONSE: (continued)

For its business retail customers in North Carolina, BellSouth orders the following services via the Regional Ordering System (ROS) sales and negotiation system. Because there is no mechanized service order generation when these services are transmitted, ROS has no flow-through. The process for ordering these services could be considered "partially electronic."

ROS

Business lines (not requiring design information)
Back-up line
Non-list/Non-pub services
QuikComplete (Directory Assistance Call Completion)
FCO (Foreign Central Office)
Off-Prem Extension (OPX)
Tie Lines
Telegraph Service
Inside Wire – Basic
Vertical Services:
Enhanced Caller ID
Caller ID Deluxe
Call Waiting Deluxe
Flexible Call Forwarding
Call Forward Busy Line
Call Forward Don't Answer
Call Number Delivery Blocking
Remote Activated Call Forwarding
Automatic Call Back (Call Return)
Automatic Recall (Repeat Dialing)
Anonymous Call Rejection
Voice Mail (MemoryCall)
Custom Calling
Prestige
TouchStar
Internet Call Waiting
Message Waiting Indicator
RingMaster
Area Plus
Complete Choice
Area Plus w/ Complete Choice

RESPONSE: (continued)

Expanded Area Calling Service
Telephone Answering Service
Area Calling Plan
Business Plus/Business Choice
Alarm Control Ckt
MegaLink Circuit (Point To Point)
WATS/800 Service
Local Area Data Service (LADS)
Flat Rate PBX Trunks/NARS
Toll Terminals
Message/Measured Rate PBX Trunks/NARS
DID
Fax messaging Services

REQUEST: Please list all services BellSouth considers to be complex for ordering purposes.

RESPONSE : The following BellSouth retail services are complex:

TSP (Telecommunications Service Priority)
LNP
Multi-Serv, ESSX, ESSX Message Service
BellSouth Centrex
Commercial Quality Video
DataReach
Digital Video
Digital Data Service
ISMDI
ADSL
LightGate
Channelized MegaLink
BellSouth Channelized Trunks
Primary Rate ISDN
Basic Rate ISDN (a.k.a. Single Line ISDN)
MegaLink ISDN
Synchronet
Modular Video Transport Service
Frame Relay Service
Uncompressed Digital Video Service
DataReach
70MHz Transport Service
Flexserv Service
SmartPath Service DS3
AIN/SMS Access
BellSouth Video Conferencing
AIN Virtual Number Call Detail
Narrow Band Packet Services
ZipConnect Service

Complex Services

RESPONSE: (continued)

Complex Services-Continued
Commercial Quality Video
PulseLink
Accupulse
UniServ
Custom Dial Package (CDP)
Broadband ATM
Electronic Commerce (Dial Access Web Hosting)
DCS (Digital Communication Service)
SmartRing Services
Native Mode LAN (NMLI)
Connectionless Data Service (CDS)
E911
Deregulated E911 Services
911 PinPoint Services
Electronic Tandem Switching
976 Service
CrisisLink
Bill Management Services (BMS)
Support for BSLD
SmartRing Intrastate

BELLSOUTH

BellSouth Interconnection Services
1960 West Exchange Place
Suite 420
Tucker, Georgia 30084

Sharon R. Daniels
(770) 492-7540
Fax: (770) 496-1998

June 27, 2000

Mr. Brian Murdoch
Manager, Carrier Management
WorldCom
2520 Northwinds Parkway
Suite 5
Alpharetta, GA 30004

Dear Brian:

This is in response to your letter dated June 15, 2000, requesting that BellSouth change its position and allow WorldCom to utilize the Access Service Request (ASR) form and ASR order process to order new Enhanced Extended Link (EEL) circuits. Consistent with the "Unbundled Dedicated Transport-EELs" CLEC Information Package dated May 15, 2000 and posted on the BellSouth Web site, the Local Service Request (LSR) is the only process available for ordering EELs. BellSouth does not anticipate changing this requirement at this time.

BellSouth currently receives manual LSRs from WorldCom for other local services. The LSR process for EELs is no different than the process WorldCom is already utilizing.

Please feel free to call me at 770-492- 7540 if there are additional questions.

Sincerely,

Sharon Daniels

Sharon Daniels
Sales Assistant Vice President

Cc: Mark Turner
Bryan Green

EXHIBIT
2

REQUEST: With respect to data BellSouth maintains concerning facilities availability, please state:

A. In what database or databases the data is stored;
B. How BellSouth obtains access to such databases;
C. Whether BellSouth is capable of obtaining such data on a pre-order basis; and
D. Whether BellSouth uses a service inquiry process to obtain such data on a pre-order basis when providing service to its own retail customers.

RESPONSE: A. Loop facilities information is stored in the LFACS (Local Facility Assignment System).

Loop Info

MAP Viewer accesses plats data stored electronically in North Carolina.

Trunking information is stored in the Trunk Integrated Records System (TIRKS).

B. These databases are accessed by terminal.

C. BellSouth only accesses this information on a pre-order basis when it is processing a Service Inquiry for designed (complex) services.

D. Response in C. above.

EXHIBIT
DATE 3

REQUEST: With respect to data BellSouth maintains concerning the location of facilities, please state:

A. In what database or databases the data is stored;
B. How BellSouth obtains access to such databases;
C. Whether BellSouth is capable of obtaining such data on a pre-order basis; and
D. Whether BellSouth uses a service inquiry process to obtain such data on a pre-order basis when providing service to its own retail customers.

RESPONSE:

A. Loop facilities information is stored in the LFACS (Local Facility Assignment System) database.

MAP Viewer accesses plats data stored electronically in North Carolina.

Trunking information is stored in theTrunk Integrated Records System (TIRKS).

B. These databases are accessed by terminal.

C. BellSouth only accesses this information on a pre-order basis when it is processing a Service Inquiry for designed (complex) services.

D. Response in C. above.

REQUEST: Please state whether, if a customer wants redundant loop facilities, BellSouth's sales units can determine or have access to information regarding the availability of diverse cable routes to a building prior to placing an order for the customer.

RESPONSE: No.

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the end user on the phone?
A: Most of the time, because this would be more of a small business type scenario, but it could be a situation where these get entered from an Account Team working on a major business transaction. So they could flow over to where it is not, but for our small businessmen we have, you know, call in centers where the end users call in and a lot of these transactions would be handled right while they are on the phone.
Q: In looking at Item 1, pages 5 and 6, does BellSouth enable WorldCom and other CLECs to order each of these services electronically?
A: Some of these are our services like this Complete Choice, Area plus your Complete Choice, there's a distinction. We give you a similar Complete Choice for resale, but I'm not sure we call it Complete Choice. I'm not sure, frankly, how that's called. I think it's called the same.
There are some of them here I don't think you can order electronically, but I'm not sure. The only one that hits me at the moment, and I have to go back and look at the matrixes that I referred to earlier, like DID, I'm not sure about that. That's on that page what should be 6 of 6. There may be

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some others, but that one comes to mind.
The listings that I typically review don't get to the product level and that's the way we try to answer your request here was at the product level. If it's a resale service, most of all the resale services you can order electronically. The complex services,, which DID I thought we considered as a complex service sometimes, that one I'm just not sure of. But all resale services you should be able to order electronically.
Q: I'm looking to see whether Hunting is on this list and I don't see it. Does that mean it is under complex?
A: Let's look under complex. Let's hope we didn't leave it off. Obviously, it should be on here.
Q: Which list should it be on assuming it's not there?
A: They have some limitations on Hunting and I don't know what they are, where there is work flow design for depending on the type of Hunting service, like the Series Hunting we talked about earlier and the number that you have to build in there. I want to say the number is 25, but don't hold me to that. That may say if it falls within these criteria, there

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are work flows for it. If it doesn't, you have to build it through freehand entry. But I would have to verify that. And I don't know why Hunting is not on here. It should be on here, I apologize.
Q: You had mentioned Hunting before as a service that BellSouth could order electronically but that CLECs might not be able to, at least certain types of Hunting. What types of Hunting are CLECs not able to order electronically?
A: There's really two main types and I can't recall for the life of me the other one. Series Hunting always comes to mind because that's the one we have recently built in. I think the other one is called multi Series Hunting, but I'm not sure. The difference in them is the way the sequencing occurs for the Hunting sale. So those are the two main ones.
Series Hunting is the most common. That's what most people, my understanding at least and I'm not the rep who takes the orders and sells the products day in and day out, but it is my understanding that's what typically most of the users request, and that is what we had with our recent release that came out the first of the year, put that ability in there for you to do it. I think it is up

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to 25 lines.
Q: For the multi Series Hunting, assuming that's what it is called, to the best of your knowledge, CLECs cannot order that electronically?
A: No.
Q: And BellSouth can?
A: I don't know whether they have to build it freehand or not. That's a product that's more driven to business, not consumer.
Q: So, to the best of your knowledge, it's something that BellSouth can do, I guess you would say, partially electronically, but you're not sure as we sit here today whether it falls into the work flow or non-work flow category?
A: That's correct.
Q: Are there any services that BellSouth only can order manually? In other words, you can't even submit it into ROS. Somebody has to put it down on a piece of paper and take it to a technician?
A: Well, no. But think of it this way, you have got to have some interface some way to put it in the order and that's how ROS has been built; but the services you just described I think are those complex services, which means you've got to build it in the service order format just like you would build it if

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you were entering into SOCS directly. And that's all ROS is doing is just being the interface building in that same format.

Q: Just so we're clear, looking at Item 2, does BellSouth enable WorldCom and other CLECs to order each of these services electronically?

A: Item 2 is our complex —

Q: Yes.

A: — listing. No. No. There are some, you know, that you can that we do not ourselves.

Q: So there are some that BellSouth can order electronically that we cannot and there are some we can order electronically that BellSouth cannot?

A: No, it's just the opposite. You can order it. What we do once again is using ROS as the interface to enter it, so.

Q: BellSouth can order each of these services in Item 2 using ROS?

A: That's correct.

Q: Which would be easier, to identify the services here that CLECs can order electronically or that they can't? Which is the shorter list?

A: Right now it is probably what they can.

Q: Which services here can?

A: I'm trying to recall from memory, so I may

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miss this. I would have to go back and look at the chart that's available, the same chart that's available to you. So I may miss one.

Q: Subject to that, can you take your best shot here this morning?

A: Sure. I think it's basic rate ISDN you can order. I'm not sure about Synchronet, but I think you can as well. LNP, obviously you can. You will be able to for ADSL this fall. You can't now.

Q: When this fall?

A: I think it's scheduled end of September, 1st of October time frame. Based on this list, they way it's assigned, I think that's it. Now I have to go back and verify is it basic rate or primary rate ISDN, it is one of those two.

Q: A fairly small number of the items on this list?

A: Right.

You see we had Hunting in there as well, and like I say Hunting is on the list, I think Hunting belongs here and you can do Hunting. I didn't look at the second page, let me make sure. I'm sorry.

Q: Sure.

A: I don't see anything on the second page.

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Q: Other than the fairly small number of complex services that WorldCom can order electronically, what WorldCom is required to do is submit a manual order that BellSouth reps then type into DOE; is that correct?

A: DOE or Songs, depending on the state. North Carolina and Florida as well as Georgia, it would be DOE.

Q: Now, you're aware that one of the things that WorldCom orders from BellSouth today are combinations of DS-1 loop and DS-1 transport?

A: Yes.

Q: Which, if it is all right with you, I'll refer to as a DS-1 combo?

A: Okay.

Q: Just so we're on the same page, a DS-1 combo includes a DS-1 loop from our customers' premises to the BellSouth serving wire center and DS-1 transport from that serving wire center to the BellSouth wire center that serves the WorldCom switch. Is that your understanding?

A: Where you're co-located? It would go to our co-location switch so it could go to your switch.

Q: I don't know that co-location is involved, but.

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A: I'm not the engineer either, I'm not sure, but that was my understanding.

Q: Regardless, it goes to the switch and somehow goes from, it goes — start again.

Our customer premises to the wire center that serves the customer. Then from that wire center to the wire center that serves the WorldCom switch. I don't think we need to get into exactly how that happens in engineering terms.

A: Right, I understand.

Q: That's what I mean by a DS-1 combo. Functionally that's the same thing as a special access circuit?

A: That's what's been referred to as special access circuit. I think it falls in the category of the EEL.

Q: An EEL sometimes called an Off Net T1?

A: That's a terminology that I think you've referred to specific to just you, it is not an industry term.

Attorneys for defendant fishery products international, Inc. I'm not sure of that.

Q: I've heard it used in WorldCom circles and I can't represent to you what other people call it.

A: Yes.

RF-1870
4/00

BELLSOUTH

Change Request Form

Internal Reference # 01 (1) Date Change Request Submitted 12 / 14 / 2000 (2)

☒ TYPE 5 (CLEC) ☐ TYPE 4 (BST) ☐ TYPE 3 (INDUSTRY) ☐ TYPE 2 (REGULATORY) (3)

☐ TYPE 6 (DEFECT) OCN _____(3A)

Company Name Telepak, Inc (4)

CCM Jeff Richardson (5) Phone (601) 384-3426 (6)

CCM Email Address askus@cellularsouth.com (7) Fax (601) 384-3724 (8)

Alternate CCM Pat Zumbro (9) Alt Phone # (601) 384-3405 (10)

Originator's Name Peggy Combs (11) Phone (601) 384-3432 (12)

Title of Change Class of Service (13)

Category ☒ Add New Functionality ☐ Change Existing (14) Desired Due Date __/__/__(15)

Originating CCM assessment of impact ☒ Major ☐ Minor ☐ None expected (16)

Originating CCM assessment of priority ☐ Urgent ☒ High ☐ Medium ☐ Low (17)

Interfaces Impacted (18)			
☐ Pre-Ordering ☐ LENS ☐ TAG ☐ CSOTS	☒ Ordering ☐ EDI ☐ LNP ☒ LENS ☐ TAG	☐ Maintenance ☐ TAFI ☐ EC-TA Local	☐ Manual

Type Of Change - Check one or more, as applicable (19)			
☒ Software	☐ Hardware	☐ Industry Standards	☐ Defect
☐ Product & Services	☐ New or Revised Edits	☒ Process	
☐ Documentation	☐ Regulatory	☐ Other	

Description of requested change including purpose and benefit received from this change. (Use additional sheets, if necessary.) (20)

Need to be able to change class of service to fulfil customer requests and to prevent invalid LENS clarifications

Known dependencies (21)

None Known

Additional Information ☐ Yes ☒ No (22)

List all business specifications and/or requirements documents included (or Internet / Standards location, if applicable)

Attachment A-1

Complete and email this form to Change.Control@bridge.bellsouth.com or Fax to BellSouth Interconnection Services at 205-321-5160. Please note that line-by-line instruction is attached for completion of this form.

Internal Reference # _____(1) Date Change Request Submitted 12/14/2000 (2)

☒ **TYPE 5 (CLEC)** ☐ **TYPE 4 (BST)** ☐ **TYPE 3 (INDUSTRY)** ☐ **TYPE 2 (REGULATORY) (3)**

☐ **TYPE 6 (DEFECT/EXPEDITE)** OCN 7208 (3A)

Company Name Network One (4)

CCM Stuart Walters (5) Phone 770-980-0080 x.112 (6)

CCM Email Address stuartw@networkonecom com (7) Fax 770-980-0099 (8)

Alternate CCM _____(9) Alt Phone # _____(10)

Originator's Name _____(11) Phone _____(12)

Title of Change Establish Standard Call Center Measurements & Reports for LCSC (13)

Category ☒ Add New Functionality ☐ Change Existing (14) Desired Due Date 1/31/2000 (15)

Originating CCM assessment of impact ☒ High ☐ Medium ☐ Low (16)

Originating CCM assessment of priority ☐ Urgent ☒ High ☐ Medium ☐ Low (17)

Interfaces Impacted (18)			
☐ Pre-Ordering ☐ LENS ☐ TAG ☐ CSOTS	☐ Ordering ☐ EDI ☐ LNP ☐ LENS ☐ TAG	☐ Maintenance ☐ TAFI ☐ EC-TA Local	☐ Manual

Type Of Change - Check one or more, as applicable (19)			
☐ Software	☐ Hardware	☒ Industry Standards	☐ Defect/Expedite
☐ Product & Services	☐ New or Revised Edits	☒ Process	
☐ Documentation	☐ Regulatory	☒ Other	

Description of requested change including purpose and benefit received from this change. (Use additional sheets, if necessary.) (20)

Establish reports and measurements for each LCSC that align with Industry Standards for Call Centers, and report the performance results to CLECs on a monthly basis. These measurements should include, but are not limited to, Service Level (percentage of calls answered within an established number of seconds), Average Speed of Answer, Average Work Time, Calls Received, Calls Answered, Abandon Rate, and Percent of Calls Resolved on 1st Contact. These measurements would help ensure that CLECs receive levels of service similar to the service provided to other BellSouth Customers (e.g., Small Business, Consumer, etc.), and help to ensure that CLECs can provide their customers with high quality service.

Known dependencies (21)

_____

_____

Additional Information ☐ Yes ☐ No (22)

List all business specifications and/or requirements documents included (or Internet / Standards location, if applicable)

_____

BELLSOUTH

Change Request Form

Internal Reference # _____(1) Date Change Request Submitted _11/30/00__(2)

☐ TYPE 5 (CLEC) ☒ TYPE 4 (BST) ☐ TYPE 3 (INDUSTRY) ☐ TYPE 2 (REGULATORY) (3)

☐ TYPE 6 (DEFECT) OCN _____(3A)

Company Name__BellSouth_____(4)

CCM__Brenda Files_____(5) Phone____205-321-2105_____(6)

CCM Email Address Change.Control@bridge.bellsouth.com_(7) Fax__205-321-5160_____(8)

Alternate CCM_ _____(9) Alt Phone # _____(10)

Originator's Name _____(11) Phone_____(12)

Title of Change Enhance address validation in Lens/TAG to allow creating new LOC (13)

Category X☐ Add New Functionality ☐ Change Existing (14) Desired Due Date / / _(15)

Originating CCM assessment of impact ☐ Major ☐ Minor ☐ None expected (16)

Originating CCM assessment of priority ☒ Urgent ☐ High ☐ Medium ☐ Low (17)

Interfaces Impacted (18)			
☐ Pre-Ordering ☐ LENS ☐ TAG ☐ CSOTS	☐ Ordering X☐ EDI ☐ LNP X ☐ LENS X ☐ TAG	☐ Maintenance ☐ TAFI ☐ EC-TA Local	☐ Manual

Type Of Change - Check one or more, as applicable (19)			
X ☐ Software	☐ Hardware	☐ Industry Standards	☐ Defect
☐ Product & Services	☐ New or Revised Edits	☐ Process	
X☐ Documentation	☐ Regulatory	☐ Other	

Description of requested change including purpose and benefit received from this change. (Use additional sheets, if necessary.) (20) _

Currently, when CLEC's attempt to validate an address in Lens, they must receive a direct "hit" on the entire address including supplemental address information (LOC). When an exact match is not achieved, the CLEC is unable to continue and must submit the request manually.

Known dependencies (21)

_____

_____

Additional Information ☐ Yes ☐ No (22)
List all business specifications and/or requirements documents included (or Internet / Standards location, if applicable) _____

BELLSOUTH

Change Request Form

Internal Reference # _____(1) Date Change Request Submitted ___/___/___(2)

☐ TYPE 5 (CLEC) ☐ TYPE 4 (BST) ☐ TYPE 3 (INDUSTRY) ☐ TYPE 2 (REGULATORY) (3)

☒ TYPE 6 (DEFECT) OCN _____(3A)

Company Name BellSouth (4)

CCM _____(5) Phone _____(6)

CCM Email Address _____(7) Fax _____(8)

Alternate CCM _____(9) Alt Phone # _____(10)

Originator's Name Rod Patterson (11) Phone 404-927-3981 (12)

Title of Change Calculate Proper Due Date Intervals (13)

Category ☐ Add New Functionality ☒ Change Existing (14) Desired Due Date __/__/__(15)

Originating CCM assessment of impact ☒ Major ☐ Minor ☐ None expected (16)

Originating CCM assessment of priority ☒ Urgent ☐ High ☐ Medium ☐ Low (17)

Interfaces Impacted (18)			
☒ Pre-Ordering ☒ LENS ☒ TAG ☐ CSOTS	☒ Ordering ☒ EDI ☐ LNP ☒ LENS ☒ TAG	☐ Maintenance ☐ TAFI ☐ EC-TA Local	☐ Manual

Type Of Change - Check one or more, as applicable (19)			
☒ Software	☐ Hardware	☐ Industry Standards	☐ Defect
☐ Product & Services	☐ New or Revised Edits	☐ Process	
☒ Documentation	☐ Regulatory	☐ Other	

Description of requested change including purpose and benefit received from this change. (Use additional sheets, if necessary.) (20)
The electronic system (LENS & TAG) is giving several days out for a due date that could be the same day or next day. The Due Date Server intervals should be updated to reflect the shorter (correct) intervals for the applicable REQTYP, ACT TYP/LAN and TOS combinations.

Known dependencies (21)

Additional Information ☐ Yes ☐ No (22)
List all business specifications and/or requirements documents included (or Internet / Standards location, if applicable)

BELLSOUTH

Change Request Form

This Section to be completed by BCCM only.

Change Request Log #_____CR0226_____(23) Clarification ☐ Yes ☒ No (24)

Clarification Request Sent ___/___/___ (25) Clarification Response Due ___/___/___ (26)

Status ____N_____(27)

Change Request Review Date __/__/__(28) Target Implementation Date ___/___/__ (29)

Last Modified By _____ (30) Date Modified ___/___/___ (31)

Change Review Meeting Results (32)

_____

_____

_____

Canceled Change Request ☐ Duplicate ☐ Training ☐ Clarification Not Received

☐ Cancellation by BellSouth (33) _____

_____

_____

Cancellation Acknowledgment CLEC _____ BST _____ Date ___/___/___ (34)

Request Appeal ☐ Yes ☐ No (35)

Appeal Considerations (36)

_____

_____

_____

Agreed Release Date ___/___/___ (37)

CMVC #_____(38)
DDTS#_____(39)

Jointly Developed by the Change Control Sub-team comprised of BellSouth and CLEC Representatives.

BELLSOUTH

Change Request Form

This section to be completed by BellSouth – Internal Validation of Defect Change Request

Defect Validation Results: (40)

11-21-00
BellSouth has determined that this is not a defect, as the system is operating according to the original baselined requirements, however this correction will be handled as an "Expedited Feature".
This expedited feature is targeted for 1st Qtr. 2001. BellSouth does, however plan to implement a portion of this problem dealing with due dates for Loop Orders SL1 & SL2 targeted for the December, 2000 timeframe. All other REQ Types will still be targeted for 1st Qtr. 2001.

Clarification Needed ☐ Yes ☒ No

☐ Defect ☒ Feature ☐ Duplicate ☐ Training Issue ☐ Cancel

Defect/Feature Impacts Other CLECs? ☒ Yes ☐ No

Interfaces Impacted by defect/feature: ☐ EDI ☒ TAG ☐ LNP ☒ LENS
☐ TCIF 7 ☐ TCIF 9

Target Implementation Date: ____TBD_____

BELLSOUTH

Change Request Form

This section to be completed by BellSouth – Internal Validation of Defect Change Request

Defect Validation Results: (40)

11-21-00
BellSouth has determined that this is not a defect, as the system is operating according to the original baselined requirements, however this correction will be handled as an "Expedited Feature".
This expedited feature is targeted for 1st Qtr. 2001. BellSouth does, however plan to implement a portion of this problem dealing with due dates for Loop Orders SL1 & SL2 targeted for the December, 2000 timeframe. All other REQ Types will still be targeted for 1st Qtr. 2001.

12-5-00
Reduction of Due Date Calculation (DDC) intervals from seven (7) to five (5) days to support SL1 and SL2 loops is scheduled for implementation December 9, 2000 for TAG Releases 2.2.0.12, 7.1.2.2 and 7.5.0.2.

Clarification Needed ☐ Yes ☒ No

☐ Defect ☒ Feature ☐ Duplicate ☐ Training Issue ☐ Cancel

Defect/Feature Impacts Other CLECs? ☒ Yes ☐ No

Interfaces Impacted by defect/feature: ☐ EDI ☒ TAG ☐ LNP ☒ LENS
☐ TCIF 7 ☐ TCIF 9

Target Implementation Date: ____TBD_____

Dispute Resolution Process

In the event that an issue is not resolved through the Escalation Process as described herein, BellSouth and the impacted CLEC(s) agree to follow this Dispute Resolution Process. BellSouth and the CLEC shall assemble a Joint Investigative Team, within one week, comprised of subject matter experts. The party prompting the dispute should initiate the formation of the team. The team should be co-chaired by representatives of BellSouth and the CLEC respectively. The investigative team will conduct a root-cause analysis to determine the source of the problem, if one exists, and then develop a plan for remedying it. The parties to the dispute must escalate the issue within each company to the person who has ultimate authority for State operations in an effort to achieve a resolution.

If the dispute cannot be resolved between the companies after these steps are taken, then either party to the dispute may file a formal complaint with the State PSC through the Director of the Telecommunications section for binding mediation. The Director of the Telecommunications section, or his appointee, shall rule upon the complaint within 30 days of its filing. If either party is then aggrieved, it may file a formal complaint with the State PSC.

OAR 97

1.0 INTRODUCTION

This document establishes the process by which BellSouth Telecommunications (BST) and Competitive Local Exchange Carriers (CLECs) will manage requested changes to the BellSouth Local Interfaces, the introduction of new interfaces, and provide for the identification and resolution of issues related to Change Requests. This process will cover Change Requests that affect external users of BellSouth's Electronic Interface Applications, associated manual process improvements, performance or ability to provide service including defect/expedite notification. This process shall be referred to as the Change Control Process.

All parties should recognize that deviations from this process might be warranted where unanticipated circumstances arise such that strict application of these guidelines may not result in their intended purpose. Furthermore, deviations may be required due to specific regulatory and business requirements. Parties shall provide appropriate web notification to the CLEC/BST Change Control Team participants prior to deviating from the processes established within this document. All parties will comply with all legal and regulatory requirements.

The Change Control Process will cover change requests for the following interfaces and associated manual processes that have the potential to impact the interfaces connected to BellSouth:

- Local Exchange Navigation System (LENS)
- Electronic Data Interchange (EDI)
- Telecommunications Access Gateway (TAG)
- Trouble Administration Facilitation Interface (TAFI)
- Electronic Communications Trouble Administration (EC-TA) Local
- CLEC Service Order Tracking System (CSOTS)

The types of changes that will be handled by this process are as follows:

- Software
- Hardware
- Industry Standards
- Product and Services (i.e., new services available via the in-scope interfaces)
- New or Revised Edits
- Process (i.e., electronic interfaces and manual processes relative to order, pre-order, maintenance and testing)
- Regulatory
- Documentation (i.e., business rules for electronic and manual processes relative to order, pre-order, maintenance)
- Defects/Expedites

OAR 98

The scope of the Change Control Process **does not** include the following:

- BonaFide Requests (BFR)
- Production Support (i.e. adding new users to existing interfaces, existing users requesting first time use of existing BST functionality)
- Contractual Agreements
- Collocation
- Testing Support (i.e. negotiating/coordinating test agreements and dates)
- Issue Resolution/Questions (i.e. questions associated with interface functionality, interpreting documentation)

Change Requests of this nature will be handled through existing BellSouth processes.

OBJECTIVES OF THE CHANGE CONTROL PROCESS:

- Support the Industry guidelines that impact Electronic Interfaces and manual processes relative to order, pre-order, maintenance, and billing as appropriate
- Ensure continuity of business processes and systems operations
- Establish process for communicating and managing changes
- Allow for mutual impact assessment and resource planning to manage and schedule changes
- Capability to prioritize requested changes

The minimum requirements for participation in the Change Control Process electronically are:

- Word 6.0 or greater
- Excel 5.0 or greater
- Internet E-mail address
- Web access

The web site address for the Change Control Process is as follows:

http://www.interconnection.bellsouth.com/
Select "Local Exchange Carriers"
Select "Change Control Process"

STIS
Supra Telecom & Information Systems, Inc.

Phone: (305) 443-3710
Fax: (305) 443-1078
2620 S.W. 27th Avenue
Miami, FL 33133
Email: sales@stis.com
www.stis.com

August 26, 1998

Via Facsimile and U. S. Mail
Mr. Kevin Davis
BellSouth Interconnection
600 North 19th Street
Birmingham, AL 35203-2219

Re: Quick Service Availability

Dear Mr. Davis:

On August 25, 1998 at approximately 2:32PM, I placed a new installation order (PON STIBH82598232PM) for number 305-859-7512. The address validation section confirmed (see enclosure) that this address is a Quick Service address. Upon completion of the LSR, LENS calculated a due date of August 28, 1998, *four days later!* (see enclosure). Normally Quick Service orders are completed the same day as they where submitted.

My question is why it would take nearly four days to complete this Quick Service order? Please replay to this request in writing. Thank you for your prompt attention to this matter.

Sincerely,

Bradford I. Hamilton

BH

C:/bellsouth/interconnection/3058597512/davis082698
CC:/supra/legal/3058597512/leiro082698

BELLSOUTH

BellSouth Interconnection Services
CLEC Interconnection Sales
600 North 19th Street
9th Floor
Birmingham, Alabama 35203

November 16, 1998

Mr. Bradford I. Hamilton
Customer Service Manager
Supra Telecom and Information Systems, Inc.
2620 SW. 27th Avenue
Miami, FL 33133

Dear Mr. Hamilton,

This is in response to your letters with dates ranging from August 4, 1998 through September 17, 1998 addressed to Barbara Pearson, Supervisor – LCSC, Diane Myers, Manager - LCSC and myself regarding various issues related to orders that Supra submitted to the Birmingham LCSC during August and September. It is my understanding that all of the concerns you raised in these letters have been addressed to your satisfaction. The purpose of this letter is to confirm in writing the verbal responses given by various BellSouth representatives.

The responses have been arranged chronologically and, in some cases, letters that pertain to the same subject or order are grouped together.

In addition to the responses included in this letter, a separate letter is forthcoming regarding your letter dated September 17, 1998 (Re: Repair for 305-266-4516) from the Operations Director of the BellSouth Resale Maintenance Center. Also, letters you have written to Virginia Fudge, Operations Director Atlanta LCSC will be responded to by Ms. Fudge.

If you have any questions relating to the following responses, please feel free to call me.

Sincerely,

Kevin B. Davis

Kevin B. Davis
Account Manager

Attachments

DATE	ACTION
August 4, 1998 (Re: Birmingham LCSC Faxed Orders/Missed Appointments)	Although Supra is no longer served by the Birmingham LCSC but rather by Atlanta LCSC, the FOC guidelines previously discussed still apply. The LCSC has an objective to FOC an order within 48 hours of its receipt, provided the LSR is clean. However, there are occasions when it takes longer to input an order. The correct fax number to submit Supra's LSRs in Atlanta is 1-800-872-7059. When advised by the LCSC that an LSR was not received, provide the Service Representative with the date and time the LSR was sent along with the time stamp indication (TSI) which is printed on Supra's fax confirmation. The Service Representative will then escalate this information internally and notify Supra of the findings. A copy of the correct Missed Appointment form has also been provided.
August 20, 1998 (Re: Availability of Message Waiting/Visual)	The LSR was inadvertently placed in clarification. After investigating it was found that USOC MWWAV is available for resale and LCSC issued order number CQPQH187 to add this feature.
August 21, 1998 (Re: Denial of Services)	LCSC failed to validate bill name on account prior to issuing order to deny. Another CLEC had submitted a denial request on this line but as soon as Supra notified LCSC it was corrected.
August 21, 1998 (Re: Availability of Quick Service)	There is not a special fax number for the CLEC support group. The correct fax number for the Atlanta LCSC is 1-800-872-7059. Issues involving due dates on Quick Serv should be addressed to Supra's Customer Support Manager (CSM), Cynthia Arrington. Due to the age of the Quick Serv orders you furnished with due date issues, BellSouth was unable to recreate the specific examples in order to provide Supra with a status. If Supra submits a new installation order at a Quick Serv address, LENS is currently calculating the correct due date interval.

August 23, 1998 **(Re: Additional Listing Request Order)**	This order was completed on the due date of 8/19/98 and should have updated directory assistance records overnight on the 20th. BellSouth is unable to determine the reason the listing was delayed in appearing on directory assistance records.
August 24, 1998 **(Re: Working Service on Premise)**	The Service Representative should have acknowledged the (V) in the WSOP field. The Service Representative involved has been covered on the correct handling of this type of order.
August 25, 1998 **(Re: IWJK & IWJQ)**	The LSR was inadvertently placed in clarification. The Service Representative has been covered on correct procedures.
August 25, 1998 **(Re: Misdirected Call)**	Thank you for pointing this out. The number that is in the CLEC Ordering Guide is incorrect and BellSouth is in the processing of establishing a new number.
August 26, 1998 **(Re: Quick Service Availability on TN 305-859-7512)**	LENS is currently calculating the correct due date interval for a Quick Serv address.
August 26, 1998 **(Re: Cancel request 305-663-0434)**	The problems surrounding this order were due to Supra not providing the supplement to BellSouth Supra to cancel until September 4th.
August 26, 1998 **(Re: MemoryCall Plus Availability)**	On this order Supra used the USOC MBB which is used for business lines, but Supra was trying to install this service on a residential line. MBB is not available for residential service. The reason BellSouth does not offer MemoryCall Plus service to residential customers is there is not enough demand.
August 27, 1998 **(Re: Local Service Request Rejected)**	There were several reasons for the problems that occurred on this order which are identified below: • First, there is a different PON# on the Rejection Form than what is on the clarification. • STIBH82498220PM: original PON was submitted on Version 1 but should not have had anything in Version field, therefore it was rejected. • STIBH92498220: Clarification was returned on this PON# and therefore rejection had nothing to do with original PON.
August 27, 1998 **(Re: Missed Appointment Form)**	The correct missed appointment form has been sent to Supra, but one is also attached to this letter for your convenience.

August 27, 1998 (Re: Missed Due Date)	There are several reasons why an order might not complete on the due date that is assigned by LENS. Most often there is a problem with the facilities that serve a particular end user that is not identified until an installer begins his work on the order. Depending on the reason and the time it takes to correct the order, the due date may be missed.
August 31, 1998 (Re: Abandoned Service Procedure)	Since the service was with Supra, it was Supra's responsibility to send a disconnect LSR for the move to location. See clarification. Supra needed to submit a disconnect order on abandoned station. Populating a (V) in WSOP field is correct procedure.
August 31, 1998 (Re: Availability of Message Rate Service) and September 8, 1998 (Re: Installation Delay 305-935-3556)	This Central Office switch is in the process of being upgraded from a 1AESS to a Siemens-EWSD and a hold has been placed on ordering Message Rate service until after the upgrade, which is scheduled for mid November 1998.
September 2, 1998 (Re: Rejected Local Service Request)	The reject was inadvertently sent. Please call the LCSC if this happens in the future.
September 2, 1998 (Re: Supplemental LSR)	BellSouth records do not indicate that a Version 1 was received by the LCSC, therefore when a Version 2 was received it was rejected.
September 3 and 8, 1998 (Re: Cancelled Move Order	The problems with this cancellation request occurred because the original FOC date had passed by the time the cancellation was received from Supra.
September 3, 1998 (Re: Expedite Move Request 305-362-8559)	On this order the clarification was incorrect. It should have said LOT#.
September 4, 1998 (Re: 305-836-6309 Availability of Quick Service)	As previously mentioned, LENS is currently calculating the correct due date interval for a Quick Serv address.
September 9, 1998 (Re: Local Service Request Rejected)	The reject notification you received was inadvertently sent. Please call the LCSC if this occurs again and a Service Representative will check your order.
September 9, 1998	The additional line (TN 305-933-1362) was installed per PON

(Re: Additional Line Installation)	STIBH91598433PM on 9/28/98. The reason for the delay, as noted in your letter, is because of the incorrect service address. The reject was generated because the FOC date had already passed on the original order. Although the Technician had canceled the BellSouth order, Supra's PON had not been canceled.
September 10, 1998 **(Re: Availability of Quick Service for 305-971-6430)**	LENS is currently calculating the correct due date interval for a Quick Serv address.
September 11, 1998 **(Re: Cancel Transfer of Calls Option for 305-443-7181)**	This order was inadvertently placed in clarification. The service representative has been reminded of the correct procedures.
September 17, 1998 **(Re: Disconnect Order for 305-654-1171)**	This order was completed on the due date of September 14, 1998 which stopped the billing. The reason the lines were still working is because they had not been disconnected in the Central Office. The lines have since been disconnected.
September 3, 1998 **(Re: Availability of Fax Overflow)** **September 8 and 10, 1998** **(Re: Availability of Fax Overflow)** **September)** **September 8 and 13, 1998** **(Re: Availability of MemoryCall)** **September 10, 1998** **(Re: Local Service Request Rejected)** **September 9, 1998** **(Re: Who to contact?)**	This group of letters related to three subject areas: MemoryCall Fax Overflow Service and who to call to discuss what questions. I addressed these issues with you verbally and in a fax dated September 14, 1998 which I will attach to this letter your convenience..

9th Floor
600 North 19th Street
Birmingham, AL 35203
Telephone 205-321-4947
Fax 205-321-4390

BellSouth Interconnection Services

Fax

To:	Bradford Hamilton	From:	Kevin Davis
Fax:	305-441-9318	Pages:	2
Phone:	305-476-4216	Date:	September 14, 1998
Re:	MemoryCall and Fax Overflow Services	CC:	

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

• Comments:

Brad,

I am responding to your questions on MemoryCall and Fax Overflow Service from BellSouth. Please find attached a letter that was sent to all CLECs in April 1997 which lists the specific MemoryCall options that can be resold by a CLEC. I am trying to obtain the service descriptions that are referenced within the letter. This letter also makes it easier to identify the USOCs which pertain to Business versus Residence service. From this letter you will see that the USOC SMBBX is the Business counterpart to MBBRX which is for Residential use. Please modify your LSR/LENS order to reflect the correct USOC.

In regards to Fax Overflow, and some MemoryCall options that incorporate a faxing capability, these services are not "telecommunication services" as defined by the Telecommunications Act and the RBOCs do not have to make them available for resale. Therefore, the USOCa FAXSO and FAXBO cannot be resold by a CLEC. BellSouth has chosen to make available certain MemoryCall options but not at a discount. I am sorry for the confusing clarifications you have received but hopefully all Service Reps will be made aware of these differences.

Also, I have been tracking down information on P/SIMS and not until today did I find someone who could answer some of my major questions. She told me there is no benefit to getting P/SIMS if a CLEC/IXC is using LENS because the Features/Services section is updated from the P/SIMS database weekly. If you still want me to pursue getting you set-up for P/SIMS distribution I would recommend waiting until your LAN-to-LAN connection is up and running because if you start getting it via mag tape it is at least 9 gigabytes per tape. If the LCSC service rep had known this he/she would not have recommended it not do I.

Finally, I am responding to these two issues because they are product related. As your Account Manager I am here to primarily assist you with products, services, pricing and operational infrastructure

needs such as LENS, TAFI, EDI and interconnection. However, at a much broader level I am here for you in regards to everything. However, I am not "all knowing" and often refer questions to the appropriate person/persons for answers. In reference to orders issued via the LCSC there are more appropriate personnel to escalate order issues to such as a supervisor who can easily check the status of orders and work with service reps on identifying a problem and resolving it. If you are getting clarifications on orders sent through LENS that you cannot resolve then your Customer Support Manager is here to assist you.

As I mentioned in our abbreviated conference call Friday Supra has been transitioned to the Atlanta LCSC effective tomorrow, September 15, 1998 in order to help balance the workload between Birmingham and Atlanta. I hope this will create a better experience for Supra. I have given the Fax and telephone numbers to Mr. Ramos but here they are for you:

Fax Number is 800-872-7059

Telephone is 800-872-3116 (in case you need to inquire about an order)

Please let me know if I can help you with any other products or services. Also, can I just tell you about them over the phone because I type as slow as molasses flows.

Take care,

Kevin B. Davis

Kevin Davis

Account Manager

BellSouth Telecommunications
Missed Appointment Notification

Date Sent: ___/___/___ **Reply By:** _____/_____/_____

LON Number _____**(For BellSouth use only)**

Service Representative: _____

A. Competitive Local Exchange Company (CLEC)

Company Name: _____**OCN:** _____

PON: _____ **BellSouth Order Number:** _____

End User Name: _____

End User Telephone Number: (_____) _____-_____ **Missed Due Date:** ___/___/___

Missed Appointment Reason(s):

_____

_____

_____

_____

B. Action Requested

Send a new version (supplemental) LSR with a new due date or request to cancel order.

Note: If a new due date is not provided within 14 calendar days, the original service order and PON will be canceled. A due date change confirmation will be sent.

Supra Telecom

2620 SW 27th Avenue
Miami, FL 33133-3001
Phone. (305) 476-4250
FAX: (305) 443-1078
Email dmiriki@stis.com
www.stis.com

MEMO

TO: Brian Chaiken

CC: Kelly Kester, and Annie Robert

FROM: Victor Miriki

DATE: 12/13/00

RE: Issue regarding Quick Serve and Telephone Number Assignment

On Tuesday October 24, 2000 we submitted a new Install order to BellSouth via Local Exchange Navigation Systems (LENS). Apart from the fact that the calculated due date given by LENS was six days from date sent which does not comply with the interval for provisioning service to a quickservice address. The telephone number (954) 474-2472 given as the quickservice number at the service address is a working telephone number for another customer at a different location.

Summary of Activity

End User Name: Cosme Perez

Purchase Order Number: STINQCG831

Version: 00

QS Telephone Number – (954) 474-2472

Date Sent: 11/09/00

Desired Due Date: 11/09/00

Calculated Due Date: 11/13/00

OAR 101

Supra Telecom

2620 SW 27th Avenue
Miami, FL 33133-3001
Phone: (305) 476-4250
FAX: (305) 443-1078
Email dmiriki@stis.com
www.stis.com

MEMO

TO: Brian Chaiken

CC: Kelly Kester and Annie Robert

FROM: Victor Miriki

DATE: 12/10/00

RE: Issue regarding availability of QuickService from BellSouth

On Thursday November 9, 2000 at approximately 11:35 AM EST we submitted a new Install order to BellSouth via Local Exchange Navigation Systems (LENS). The address validation process identifies the service location as a quick-serve address but the calculated due date given was four days later (November 13,2000). Even-though the service location as a QS service the service order was not completed until five days after the order was issued.

Summary of Activity

End User Name: Cosme Perez

Purchase Order Number: STINQCG831

Version: 00

QS Telephone Number - (305) 545-5496

Date Sent: 11/09/00

Desired Due Date: 11/09/00

Calculated Due Date: 11/13/00

Completion Date: 11/14/00

BELLSOUTH

Local Exchange Navigation System

New Installation

SUPRA TELECOM SUU 701
STINQCG831 v

Acknowledgement

Thank You!

Purchase Order Number: STINQCG831

Version: 00

LSR was submitted to BellSouth on Thursday, 11/09/2000 at 11:35 AM EST

LSR Summary

Return to Firm Ord
Me

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LENS Version 7.3

Z701232

11/9/200

Quick Issue

BELLSOUTH

SUPRA TELECOM SUU 7,01
STINQCG831 v 6

Local Exchange Navigation System

Firm Order New Installation LSR Summary

Service Address
End User Name = Cosme Perez
End User Street Address = 831 SW 4TH ST APT 5
End User City = MIAMI
End User State = FL
End User Zip = 33130

Billing
Account Telephone Number = (305) 545-5496

Administrative
Purchase Order Number = STINQCG831
Activity Type = N
Type Of Service = Residence - Single Line - Flat Rate
Expedite = N

Due Date
Desired Due Date = Nov 09, 2000
Calculated Due Date = Nov 13, 2000

Service Details
Telephone Number = (305) 545-5496
InterLATA Presubscription Indicator Code = 0432
IntraLATA Presubscription Indicator Code = 5124
Feature Activity=N
Feature Code=VR3CL-Complete Choice Plan
Feature Activity=N
Feature Code=MBBRX-MemoryCall Answering Service, Residence
Feature Detail=/TN 305 260-4423
Feature Activity=N
Feature Code=GCJ-Call Forwarding Don't Answer
Feature Detail=/CFND 305 324-9141/RCYC3
Feature Activity=N
Feature Code=GCE-Call Forwarding Busy Line
Feature Detail=/CFNB 305 324-9141
Feature Activity=N
Feature Code=MWW-Message Waiting - Stutter Dialtone
Feature Activity=N
Feature Code=ESXD9-Call Waiting Deluxe
Feature Activity=N
Feature Code=ESC-Three-Way Calling
Feature Activity=N
Feature Code=NXMCR-Caller ID Name and Number Delivery with Anonymous Call Rejection

Feature Activity=N
Feature Code=ESF-30 Code Speed Calling
Feature Activity=N
Feature Code=ESM-Call Forwarding
Feature Activity=N
Feature Code=NSK-Call Selector (*61)
Feature Activity=N
Feature Code=NSQ-Repeat Dialing (*66)
Feature Activity=N
Feature Code=NSS-Call Return (*69)
Feature Activity=N
Feature Code=NST-Call Tracing (*57)
Feature Activity=N
Feature Code=NSY-Call Block (*60)
Feature Activity=N
Feature Code=VSB-Vertical Services Billing for Complete Choice Plan
Feature Activity=N
Feature Code=9LM-FCC Charge for Network Access
Line Level Class Of Service = VR3CL

Contact
Initiator Identification = CRISCEL GARCIA
Telephone Number-INIT = (305) 476-4250
Facsimile Number-INIT = (305) 441-9318
Design/Engineering Contact = DAKORE MIRIKI
Telephone Number-DSGCON = (305) 476-4250
Implementation Contact = DAKORE MIRIKI

Directory Listing
Degree of Indent = 0
Listed Address House Number = 831
Listed Address Street Directional = SW
Listed Address Street Name = 4th
Listed Address Thoroughfare = ST
Listed Address Locality = Miami
Listed Address State = FL
Listed Name First = Cosme
Listed Name Last = Perez
Listing Activity Indicator = N
Listing Telephone Number = (305) 545-5496
Listing Type = Listed
Record Type = LML
Type of Account = R

Directory Delivery
Delivery Name = Cosme Perez
Delivery Address House Number = 831
Delivery Address Street Directional = SW
Delivery Address Street Name = 4TH
Delivery Address Street ThoroughFare = ST
Delivery Address Location = APT 5

Delivery Address Locality = MIAMI
Delivery Address State = FL
Delivery Address Street Zip Code = 33130

Return To Acknowledgement

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LENS Version 7.2

Z701232 11/9/20

BELLSOUTH

SUPRA TELECOM SUU 701
STINQCG831 v

Local Exchange Navigation System

Firm Order Calculate Due Date

Calculated Due Date is Nov 13, 2000 .

NPA	305	CLLI:	MIAMFLME	CONNECT THRU:	N
LTA	324	COMMUNITY:	MIAMI	NUMBER OF LINES:	1
TYPE OF SERVICE:			Residence - Single Line - Flat Rate		

Recalculate Due Date

Calculated Due Date: Nov 13, 2000

If the Calculated Due Date is not desireable, enter a new Desired Due Date to recalculate

Desired Due Date: 11/09/2000 **Appointment Time:**

(example: 1:00 pm - 5:00 pm)

Re-Calculate Due Date

Resale Quantity: 001

References | Cancel LSR Summary Submit LSR ▶

Main Menu | Add Section | Contact | Location Access | End User Billing | Directory Info | Other Information | Hunting | Line Details

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LENS Version 2

Z701232 11/9/200

BELLSOUTH

SUPRA TELECOM SUU 701
STINQCG831 v

Local Exchange Navigation System

Term Order Address Validation

Valid Address
0000 COMPLETED SUCCESSFULLY

831 SW 4TH ST APT 5 MIAMI FL 33130	Working (305) 545-5496 Not working (305) 324-7688

Accept Quick Service TN and Continue
Continue to TN Selection Options

Validate Address

Street Number: 831 Suffix:

Dir-Prefix: SW Street Name: 4TH T/F: ST Dir-Suffix:

Unit: APT 5 Elevation: Structure:

City: MIAMI State: FL Zip: 33130 QS: Y

Descriptive Address:

Route: Box:

Telephone Number: Quick Service Telephone Number:(305) 545-5496

Reference | Cancel | Reset Validate

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LENS Version 7

BELLSOUTH

Local Exchange Navigation System

New Installation

SUPRA TELECOM SUU 701
STINQCG831 v1

Acknowledgement

Thank You!

Purchase Order Number: STINQCG831

Version: 00

LSR was submitted to BellSouth on Thursday, 11/09/2000 at 11:35 AM EST

LSR Summary

Return to Firm Orde
Menu

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LENS Version 7.2

Z701232

11/9/200

Quick Serve

BELLSOUTH

SUPRA TELECOM SUU 7,01
STINQCG831 v 6

Local Exchange Navigation System

Firm Order New Installation LSR Summary

Location And Access
End User Name = Cosme Perez
End User Street Address = 831 SW 4TH ST APT 5
End User City = MIAMI
End User State = FL
End User Zip = 33130

Billing
Account Telephone Number = (305) 545-5496

Administrative
Purchase Order Number = STINQCG831
Activity Type = N
Type Of Service = Residence - Single Line - Flat Rate
Expedite = N

Due Date
Desired Due Date = Nov 09, 2000
Calculated Due Date = Nov 13, 2000

ServiceDetails
Telephone Number = (305) 545-5496
InterLATA Presubscription Indicator Code = 0432
IntraLATA Presubscription Indicator Code = 5124
Feature Activity=N
Feature Code=VR3CL-Complete Choice Plan
Feature Activity=N
Feature Code=MBBRX-MemoryCall Answering Service, Residence
Feature Detail=/TN 305 260-4423
Feature Activity=N
Feature Code=GCJ-Call Forwarding Don't Answer
Feature Detail=/CFND 305 324-9141/RCYC3
Feature Activity=N
Feature Code=GCE-Call Forwarding Busy Line
Feature Detail=/CFNB 305 324-9141
Feature Activity=N
Feature Code=MWW-Message Waiting - Stutter Dialtone
Feature Activity=N
Feature Code=ESXD9-Call Waiting Deluxe
Feature Activity=N
Feature Code=ESC-Three-Way Calling
Feature Activity=N
Feature Code=NXMCR-Caller ID Name and Number Delivery with Anonymous Call Rejection

Feature Activity=N
Feature Code=ESF-30 Code Speed Calling
Feature Activity=N
Feature Code=ESM-Call Forwarding
Feature Activity=N
Feature Code=NSK-Call Selector (*61)
Feature Activity=N
Feature Code=NSQ-Repeat Dialing (*66)
Feature Activity=N
Feature Code=NSS-Call Return (*69)
Feature Activity=N
Feature Code=NST-Call Tracing (*57)
Feature Activity=N
Feature Code=NSY-Call Block (*60)
Feature Activity=N
Feature Code=VSB-Vertical Services Billing for Complete Choice Plan
Feature Activity=N
Feature Code=9LM-FCC Charge for Network Access
Line Level Class Of Service = VR3CL

Contact
Initiator Identification = CRISCEL GARCIA
Telephone Number-INIT = (305) 476-4250
Facsimile Number-INIT = (305) 441-9318
Design/Engineering Contact = DAKORE MIRIKI
Telephone Number-DSGCON = (305) 476-4250
Implementation Contact = DAKORE MIRIKI

Directory Listing
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Listed Address Street Directional = SW
Listed Address Street Name = 4th
Listed Address Thoroughfare = ST
Listed Address Locality = Miami
Listed Address State = FL
Listed Name First = Cosme
Listed Name Last = Perez
Listing Activity Indicator = N
Listing Telephone Number = (305) 545-5496
Listing Type = Listed
Record Type = LML
Type of Account = R

Directory Delivery
Delivery Name = Cosme Perez
Delivery Address House Number = 831
Delivery Address Street Directional = SW
Delivery Address Street Name = 4TH
Delivery Address Street ThoroughFare = ST
Delivery Address Location = APT 5

Delivery Address Locality = MIAMI
Delivery Address State = FL
Delivery Address Street Zip Code = 33130

Cross-references

Return To Acknowledgement

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Z701232

11/9/200

BELLSOUTH

SUPRA TELECOM SUU 701
STINQCG831 V

Local Exchange Navigation System

Firm Order Calculate Due Date

Calculated Due Date is Nov 13, 2000 .

NPA:	305	CLLI:	MIAMFLME	CONNECT THRU:	N
TTA:	324	COMMUNITY:	MIAMI	NUMBER OF LINES:	1

TYPE OF SERVICE: Residence - Single Line - Flat Rate

Recalculate Due Date

Calculated Due Date: Nov 13, 2000

If the Calculated Due Date is not desireable, enter a new Desired Due Date to recalculate.

Desired Due Date: 11/09/2000 **Appointment Time:**

(example: 1:00 pm - 5:00 pm)

Re-Calculate Due Date

Resale Quantity: 001

References | Cancel LSR Summary Submit LSR ▶

Customer Info | Bill Section | Contact | Location Access | End User Billing | Directory Info | Directory Listing | Hunting | Line Details

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LENS Version 7.2

Z701232

11/9/200

SUPRA TELECOM SUU 701
STINQCG831 v(

BELLSOUTH

Local Exchange Navigation System

Firm Order **Address Validation**

Valid Address
0000 COMPLETED SUCCESSFULLY

831 SW 4TH ST APT 5 MIAMI FL 33130	Working (305) 545-5496 Not working (305) 324-7688

Accept Quick Service TN and Continue
Continue to TN Selection Options

Validate Address

Street Number: 831 Suffix:

Dir-Prefix: SW Street Name: 4TH T/F: ST Dir-Suffix:

Unit: APT 5 Elevation: Structure:

City: MIAMI State: FL Zip: 33130 QS: Y

Descriptive Address:

Route: Box:

Telephone Number: Quick Service Telephone Number:(305) 545-5496

References | Cancel | Reset Validate

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LENS Version 7.2

Supra Telecom

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Miami, FL 33133-3001
Phone: (305) 476-4250
FAX: (305) 443-1078
Email dmiriki@stis.com
www.stis.com

MEMO

TO. Brian Chaiken

CC: Kelly Kester, and Annie Robert

FROM: Victor Miriki

DATE: 12/10/00

RE: Issue regarding availability of Quick Serve from BellSouth

On Tuesday November 21, 2000 we submitted a new Install order to BellSouth via Local Exchange Navigation Systems (LENS). The address validation process identifies the service location as a "QuickService" address but the calculated due date was still seven days later (November 27,2000). BellSouth did not provide the end-user with service until November 28, 2000 even-though the service address was identified as a quick-service location with telephone number (561) 274-3614 already connected with dial tone.

Summary of Activity

End User Name:

Purchase Order Number: STINQCG3224

Version: 00

QS Telephone Number – (561) 274-3614

Date Sent: 11/21/00

Desired Due Date: 11/21/00

Calculated Due Date: 11/27/00

Completion Date: 11/28/00

VICTOR.

BELLSOUTH

SUPRA TELECOM SUU 7012
STINQCG3224 v 00

Local Exchange Navigation System

Firm Order **Address Validation**

Valid Address
0000 COMPLETED SUCCESSFULLY

3224 S OCEAN BLVD APT 212-B HIGHLAND BEACH FL 33487	Working (561) 274-3614 Not working (561) 274-2003 Not working (561) 272-1689 Not working (561) 272-0000

Accept Quick Service TN and Continue ▶
Continue to TN Selection Options ▶

Validate Address

Street Number: 3224 Suffix:
Dir-Prefix: S Street Name: OCEAN T/F: BLVD Dir-Suffix:
Unit: APT 212-B Elevation: Structure:
City: HIGHLAND BEACH **State:** FL Zip: 33487 QS: Y

Descriptive Address: SEAGATE OF HIGHLAND B
Route: Box:
Telephone Number: Quick Service Telephone Number:(561) 274-3614

References | Cancel | Reset Validate ▶

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Z701232 11/21/2000

BELLSOUTH

SUPRA TELECOM SUU 7012
STINQCG3224 v 00

Local Exchange Navigation System

Firm Order **Calculate Due Date**

Calculated Due Date is Nov 27, 2000 .

NPA:	561	CLLI:	DLBHFLMA	CONNECT THRU:	N
TTA:	272	COMMUNITY:	HIGHLAND BEACH	NUMBER OF LINES:	1
TYPE OF SERVICE:			Residence - Single Line - Flat Rate		

Recalculate Due Date

Calculated Due Date: Nov 27, 2000

If the Calculated Due Date is not desireable, enter a new Desired Due Date to recalculate

Desired Due Date: 11/21/2000 **Appointment Time:**

(example: 1:00 pm - 5:00 pm)

Re-Calculate Due Date

Resale Quantity: 001

References | Cancel LSR Summary Submit LSR

Administrative | Bill Section | Contact | Location Access | End User Billing | Directory Info | Directory Listing | Hunting | Line Details

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Z701232 11/21/2000

Supra Telecom

2620 SW 27th Avenue
Miami, FL 33133-3001
Phone: (305) 476-4250
FAX: (305) 443-1078
Email dmiriki@stis.com
www.stis.com

MEMO

TO: Brian Chaiken,

CC: Kelly Kester, and Annie Robert

FROM: Victor Miriki

DATE: 12/10/00

RE: Issue regarding availability of QuickService from BellSouth

On Thursday November 30, 2000 we submitted a new Install order to BellSouth via Local Exchange Navigation Systems (LENS). The address validation process identifies the service location as a QuickService address but the calculated due date given was six days later (December 5, 2000). BellSouth did not complete the service request on time even-though the system shows that service address as a QuickSservice location with telephone number (305) 480-7914 already connected with a dial tone.

Summary of Activity

End User Name: Juhe, Margarita

Purchase Order Number: STINQCG3845

Version: 00

QS Telephone Number – (305) 480-7914

Date Sent: 11/30/00

Desired Due Date: 11/30/00

Calculated Due Date: 12/05/00

Completion Date: 12/06/00

BELLSOUTH

SUPRA TELECOM SUU 7012
STINQCG3845 / 30

Local Exchange Navigation System

Firm Order New Installation LSR Summary

Location And Access
End User Name = Juhe, Margarita
End User Street Address = 3845 SW 103RD AV APT C-118
End User City = MIAMI
End User State = FL
End User Zip = 33165

Billing
Account Telephone Number = (305) 480-7914

Administrative
Purchase Order Number = STINQCG3845
Activity Type = N
Type Of Service = Residence - Single Line - Flat Rate
Expedite = N

Due Date
Desired Due Date = Nov 30, 2000
Calculated Due Date = Dec 05, 2000

ServiceDetails
Telephone Number = (305) 480-7914
InterLATA Presubscription Indicator Code = NONE
IntraLATA Presubscription Indicator Code = 5124
Feature Activity=N
Feature Code=1FRCL-Residential Line
Feature Activity=N
Feature Code=NXMCR-Caller ID Name and Number Delivery with Anonymous Call Rejection
Feature Activity=N
Feature Code=SEQ1X-Inside Wire Maintenance Service Plan
Feature Activity=N
Feature Code=9LM-FCC Charge for Network Access
Line Level Class Of Service = 1FRCL

Contact
Initiator Identification = CRISCEL GARCIA
Telephone Number-INIT = (305) 476-4250
Facsimile Number-INIT = (305) 441-9318
Design/Engineering Contact = DAKORE MIRIKI
Telephone Number-DSGCON = (305) 476-4250
Implementation Contact = DAKORE MIRIKI

Directory Listing
Degree of Indent = 0

Listed Address House Number = 3845
Listed Address Street Directional = SW
Listed Address Street Name = 103rd
Listed Address Thoroughfare = AV
Listed Address Locality = Miami
Listed Address State = FL
Listed Name First = Margarita
Listed Name Last = Juhe
Listing Activity Indicator = N
Listing Telephone Number = (305) 480-7914
Listing Type = Listed
Record Type = LML
Type of Account = R

Directory Delivery
Delivery Name = Juhe, Margarita
Delivery Address House Number = 3845
Delivery Address Street Directional = SW
Delivery Address Street Name = 103RD
Delivery Address Street ThoroughFare = AV
Delivery Address Location = APT C-118
Delivery Address Locality = MIAMI
Delivery Address State = FL
Delivery Address Street Zip Code = 33165

References | Cancel **Return To Calculate Due Date ▶**

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Z701232 11/30/2000

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FAX: (305) 443-1078
Email dmiriki@stis.com
www.stis.com

MEMO

TO: Brian Chaiken

CC: Kelly Kester, and Annie Robert

FROM: Victor Miriki

DATE: 11/29/00

RE: Issue regarding availability of Quick Serve from BellSouth

On Friday October 27, 2000 an end-user requested for his service to be moved to a new address. Because LENS is not capable of handling service transfers, Supra had to issue a disconnect order for the existing service location and a new Installation for the new location to achieve its customers' request. The purchase order numbers of the service orders were related to ensure that both orders were co-ordinated and completed at the same time. The desired due dates for both orders was November 1, 2000 and the move to address is a quick service location. This is supposed to make provisioning of the new install order easy.

On November 1, 2000 the disconnect order was completed and the new connect was not. The customer was left without service at the new location until November 2, 2000 eventhough the new location is a quick serve location. This incident generated a serious complaint and dissatisfaction from the customer.

Summary of Activity

End User Name:

Purchase Order Number 1: STIDQCG2928

Purchase Order Number 2: STINQCG4000

Version: 00

Date Sent: 10/27/00

Desired Due Date: 11/01/00

Calculated Due Date: 11/01/00

Completion Date PON 1: 11/01/00

Completion Date PON 2: 11/02/00

See attached document for detail information on ordering document.

BELLSOUTH

Local Exchange Navigation System

w LSR/Order Information **P O N Details**

Quick Serve

SUPRA TELECOM SUU 7012
STINQCG4000 v 00

PON	Version	Date Submitted	Due Date	Completion Date	FOC	CN	Order Status	LSR Status
STINQCG4000	00	2000-10-27	2000-11-02	2000-11-02	2000-11-02	2000-11-02	CP	CN

CC	7012
PON	STINQCG4000
ACCOUNT TELEPHONE NUMBER	3055312928
VER	00
ORD	NQXTH994
ORDER STATUS	Completed Order
PROCESSING STATUS	Completion Notice
DD	2000-11-02
COMPLETION DATE	2000-11-02
FOC DATE	2000-11-02
FOC TIME	1440
BAN1	E
INIT	CRISCEL GARCIA
CCNA	SUU
TEL NO-INIT	3054764250
REP	LCSC
TEL NO-REP	1-800-667-0807
BI1	R
DSGCON	DAKORE MIRIKI
-------- Service Detail --------	
DLNUM	0001
LTN	3055312928
LACT	N
STYC	SL
LTY	1
DOI	0
TOA	R
-------- Service Detail --------	
LOCNUM	000
LNUM	00001
TNS	3055312928
-------- Directory Detail --------	
LISTNM	Breckenridge Howard

LISTADR | 400 South Point DR Miami Beach, FL

Do Not Show Next Time

erences

Main Menu

Return to LSR/Order Info Main ▶

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Z701224

11/12/2000

BELLSOUTH

Local Exchange Navigation System

Firm Order New Installation

STINQCG4000 v 00

* TRansfer

Acknowledgement

Thank You!

Purchase Order Number: STINQCG4000

Version: 00

LSR was submitted to BellSouth on Friday, 10/27/2000 at 06:12 PM EDT

References | LSR Summary | Return to Firm Order Menu ▶

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Z701232

10/27/2000

Quick Save Submit 10/27 DD 11/2

Howard
BreckenRidge

305 - 531

Nov. 1st

Keep #=>

400 South Point Drive....

Apt. 2106

Miami, Beach, FL 33139.

Add FAX Line.

Total (2)

Sti DQC0 2928

Sti NQC0 4000

~~561-451-0444~~

Feature Detail=/TN 305 531-0193/RNP B
Feature Activity=N
Feature Code=VR3CL-Complete Choice Plan
Feature Activity=N
Feature Code=ESC-Three-Way Calling
Feature Activity=N
Feature Code=ESXDC-Call Waiting Deluxe
Feature Activity=N
Feature Code=ESF-30 Code Speed Calling
Feature Activity=N
Feature Code=ESL-8 Code Speed Calling
Feature Activity=N
Feature Code=GCZ-Remote Activation of Call Forwarding
Feature Detail=/CFN305 531-2272/PIN2928
Feature Activity=N
Feature Code=NSQ-Repeat Dialing (*66)

Local Exchange Navigation System

Firm Order New Installation LSR Summary

Location And Access
End User Name = Breckenridge, Howard
End User Street Address = 400 SOUTH POINTE DR APT 2106
End User City = MIAMI BEACH
End User State = FL
End User Zip = 33139

Billing
Account Telephone Number = (305) 531-2928

Administrative
Purchase Order Number = STINQCG4000
Related Purchase Order Number = STIDQCG2928
Activity Type = N
Type Of Service = Residence - Single Line - Flat Rate
Expedite = Y
Abandoned Station = V

Due Date
Desired Due Date = Nov 01, 2000
Calculated Due Date = Nov 01, 2000

ServiceDetails
Telephone Number = (305) 531-2928
InterLATA Presubscription Indicator Code = 0222
IntraLATA Presubscription Indicator Code = 5124
Feature Activity=N
Feature Code=DRS-RingMaster I - One RingMaster Number with Distinctive Ringing
Feature Detail=/TN 305 531-0193/RNP B
Feature Activity=N
Feature Code=VR3CL-Complete Choice Plan
Feature Activity=N
Feature Code=ESC-Three-Way Calling
Feature Activity=N
Feature Code=ESXDC-Call Waiting Deluxe
Feature Activity=N
Feature Code=ESF-30 Code Speed Calling
Feature Activity=N
Feature Code=ESL-8 Code Speed Calling
Feature Activity=N
Feature Code=GCZ-Remote Activation of Call Forwarding
Feature Detail=/CFN305 531-2272/PIN2928
Feature Activity=N
Feature Code=NSQ-Repeat Dialing (*66)

Feature Code=NSS-Call Return (*69)
Feature Activity=N
Feature Code=NSY-Call Block (*60)
Feature Activity=N
Feature Code=NXMCR-Caller ID Name and Number Delivery with Anonymous Call Rejection
Feature Activity=N
Feature Code=VSB-Vertical Services Billing for Complete Choice Plan
Feature Activity=N
Feature Code=9LM-FCC Charge for Network Access
Line Level Class Of Service = VR3CL

Contact
Initiator Identification = CRISCEL GARCIA
Telephone Number-INIT = (305) 476-4250
Facsimile Number-INIT = (305) 441-9318
Design/Engineering Contact = DAKORE MIRIKI
Telephone Number-DSGCON = (305) 476-4250
Implementation Contact = DAKORE MIRIKI

Directory Listing
Degree of Indent = 0
Listed Address House Number = 400
Listed Address Street Name = South Point
Listed Address Thoroughfare = DR
Listed Address Locality = Miami Beach
Listed Address State = FL
Listed Name First = Howard
Listed Name Last = Breckenridge
Listing Activity Indicator = N
Listing Telephone Number = (305) 531-2928
Listing Type = Listed
Record Type = LML
Type of Account = R

Directory Delivery
Delivery Name = Breckenridge, Howard
Delivery Address House Number = 400
Delivery Address Street Name = SOUTH POINTE
Delivery Address Street ThoroughFare = DR
Delivery Address Location = APT 2106
Delivery Address Locality = MIAMI BEACH
Delivery Address State = FL
Delivery Address Street Zip Code = 33139

References

Return To Acknowledgement ▶

Acknowledgement

Thank You!

Purchase Order Number: STIDQCG2928
Version: 00
LSR was submitted to BellSouth on Friday, 10/27/2000 at 06:13 PM EDT

References | LSR Summary | Return to Firm Order Menu ▶

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Z701232 10/27/2000

Local Exchange Navigation System

Firm Order **Disconnect LSR Summary**

Location And Access
End User Name = BRECKENRIDGE, HOWARD
End User Street Address = 800 WEST AV APT 706
End User City = MIAMI BEACH
End User State = FL
End User Zip = 33139

Billing
Account Telephone Number = (305) 531-2928

Administrative
Purchase Order Number = STIDQCG2928
Related Purchase Order Number = STINQCG4000
Activity Type = D
Type Of Service = Residence - Single Line - Flat Rate
Expedite = Y

Due Date
Desired Due Date = Nov 01, 2000
Calculated Due Date = Nov 01, 2000

ServiceDetails
Disconnect Quantity = 001
Disconnect Telephone Number = (305) 531-2928

Contact
Initiator Identification = CRISCEL GARCIA
Telephone Number-INIT = (305) 476-4250
Facsimile Number-INIT = (305) 441-9318
Design/Engineering Contact = DAKORE MIRIKI
Telephone Number-DSGCON = (305) 476-4250

References **Return To Acknowledgement ▶**

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Phone (305) 476-4250
FAX (305) 443-1078
Email dmiriki@stis.com
www.stis.com

MEMO

TO: Brian Chaiken

CC: Kelly Kester and Annie Robert

FROM: Victor Miriki

DATE: 12/10/00

RE: Issue regarding availability of connect-through service.

On Friday November 17, 2000 we submitted a new Install order for residential service to BellSouth via Local Exchange Navigation Systems (LENS). The address validation process identifies the service location as a "connect-through" address meaning there are appropriate facilities in place to complete the request within a short time. The service request was completed four days after the order was issued.

Summary of Activity

End User Name: Small, Anthony Willis

Purchase Order Number: STINQCG10820

Version: 00

Date Sent: 11/17/00

Desired Due Date: 11/17/00

Calculated Due Date: 11/21/00

Completion Date: 11/22/00

BELLSOUTH

SUPRA TELECOM SUU 7012
v 00

Local Exchange Navigation System

Inquiry **Address Validation**

Valid Address
0000 COMPLETED SUCCESSFULLY

10820 SW 200TH DR APT 318 MIAMI FL 33157	Not working (305) 969-3091 SMALL, ANTHONY & KHA-IFA Working (305) 969-7357

Continue to CSR ▶

Validate Address

Street Number: 10820 Suffix:
Dir-Prefix: SW Street Name: 200TH T/F: DR Dir-Suffix:
Unit: APT 318 Elevation: Structure:
City: MIAMI **State:** FL Zip: 33157 CT: Y

Descriptive Address: MILTON MANOR V
Route: Box:
Telephone Number: (305) 969-3091

References | Cancel | Reset Validate ▶

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Z701232 11/17/2000

BELLSOUTH

SUPRA TELECOM SUU 7012
v 00

Local Exchange Navigation System

Inquiry **Customer Service Record**

Return to Inquiry ▶

View Product and Services | Credit History

```
 305 969 3091 428 *CSR*                                  PRNE VR3CL        E    1

PCL  CAL F
CENT R00
LN   SMALL, ANTHONY WILLIS
LA   21635 SW 112TH AV
SA   21635 SW 112TH AV, MIA

---DIR
DDA  ANTHONY WILLIS
     21635 SW 112TH AV
     MIA FL 33170
DEL  A1, B1, C1, D1

---BILL
BN1  SUPRA TELECOM
BA2  2620 SW 27TH AVE
PO   MIAMI      FL  33133
RTX  000010
TAX  0000
TAR  000,700
PACI XXXX
BTN  305 Q90-2670-670

 305 969 3091 428 *CSR*                                  PRNE VR3CL        E    2

RESH R7012
SS   000-00-0000;N
ZPTX Y

---S&E

           (LINES & STATIONS)

  1  DRS1X RingMaster  II - First Ri+          NR 3052590263        111500 2N6
           /TN 305 259-0263/RNP B
           /PN 305 969-3091/SED 11-15-00
           /ZSER 3C10000001
  1  DRS2X RingMaster  II - Second R+          NR 3052595395        111500 2N6
           /TN 305 259-5395/RNP B
           /PN 305 969-3091/SED 11-15-00
           /ZSER 4310000002
  1  VR3CL Complete Choice  Plan            860   3059693091        111500 2N6
           /TN 305 969-3091/PIC NONE
           /LPIC 5124/NMC
           /PCA BO, 11-13-00/PN
           /LPCA BO, 11-13-00/ZLCP R

 305 969 3091 428 *CSR*                                  PRNE VR3CL        E    3

 QTY USOC   S&E                        J    REV     IDENT NUMBER BTC EFF DT TAX
```

```
          /SED 11-15-00/ZSER 4A10000003
 1  MBBRX MemoryCall  Answering Ser+        445   3059693091        111500 600
          /TN 305 969-3091
          /MBTN 305 969-3091
          /DLNM 2-ANTHONY WILLIS
          /SED 11-15-00/ZSER 5110000004
 1  CREX4 Custom Toll Restriction             NR 3059693091        111500 2N6
          /TN 305 969-3091/CBK B
          /SED 11-15-00/ZSER 5810000005
 1  ESC   Three-Way Calling                   NR 3059693091        111500 2N6
          /TN 305 969-3091/SED 11-15-00
          /ZSER 5F10000006
 1  ESF   30 Code Speed Calling               NR 3059693091        111500 2N6
          /TN 305 969-3091/SED 11-15-00
          /ZSER 6610000007
 1  ESL   8 Code Speed Calling                NR 3059693091        111500 2N6
          /TN 305 969-3091/SED 11-15-00
          /ZSER 6D10000008
 1  ESM   Call Forwarding                     NR 3059693091        111500 2N6
          /TN 305 969-3091/SED 11-15-00

305 969 3091 428 *CSR*                              PRNE VR3CL        E    4

QTY USOC   S&E                          J    REV     IDENT NUMBER BTC EFF DT TAX
          /ZSER 7410000009
 1  ESXD9 Call Waiting Deluxe                 NR 3059693091        111500 2N6
          /TN 305 969-3091/SED 11-15-00
          /ZSER 7B1000000A
 1  GCE   Call Forwarding Busy Line           NR 3059693091        111500 2N6
          /TN 305 969-3091/SED 11-15-00
          /ZSER 821000000B
 1  GCJRC Call Forwarding Don't Ans+          NR 3059693091        111500 2N6
          /TN 305 969-3091/SED 11-15-00
          /ZSER 891000000C
 1  LNPCX FCC Local Number Portabil+    35    3059693091        111500 204
          /TN 305 969-3091/SED 11-15-00
          /ZSER 901000000D
 1  MWW   Message Waiting - Stutter+          NR 3059693091        111500 2N6
          /TN 305 969-3091/SED 11-15-00
          /ZSER 971000000E
 1  NSK   Call Selector (*61)                 NR 3059693091        111500 2N6
          /TN 305 969-3091/SED 11-15-00
          /ZSER 9E1000000F
 1  NSQ   Repeat Dialing (*66)                NR 3059693091        11150

305 969 3091 428 *CSR*                              PRNE VR3CL        E    5

QTY USOC   S&E                          J    REV     IDENT NUMBER BTC EFF DT TAX
          /TN 305 969-3091/SED 11-15-00
          /ZSER 3B10000010
 1  NSS   Call Return (*69)                   NR 3059693091        111500 2N6
          /TN 305 969-3091/SED 11-15-00
          /ZSER 4210000011
 1  NSY   Call Block (*60)                    NR 3059693091        111500 2N6
          /TN 305 969-3091/SED 11-15-00
          /ZSER 4910000012
 1  NXMCR Caller ID Name and Number+          NR 3059693091        111500 2N6
          /TN 305 969-3091/SED 11-15-00
          /ZSER 5010000013
 1  RESCN Reseller Contact Nme and +          NR 3059693091        111500 NN6
          /TN 305 969-3091
          /ZRCI SUPRA TELECOM, 305 476-
          4250, CRISCEL GARCIA
          /SED 11-15-00/ZSER 5710000014
```

```
  1  VSB   Vertical Services Billing+       1485   3059693091        111500 2N6
           /TN 305 969-3091/SED 11-15-00
           /ZSER 5E10000015
  1  9LM   FCC Charge for Network Ac+        435   3059693091        11150

 305 969 3091 428 *CSR*                                  PRNE VR3CL        E    6

 QTY USOC   S&E                          J    REV     IDENT NUMBER BTC EFF DT TAX
           /TN 305 969-3091/SED 11-15-00
           /ZSER 6510000016

---RMKS
RMKR (B) PER CLEC REQ CREX4

---COMPLETED ACTIVITY
                                          POSTED
  ORDER NO    COMPLETED  SERIAL NO      DATE  CYCLE      ADDITIONAL INFO
  NQLVM822     11-15-00 002519NLVM82 11-16-00 2519
  BO SKELETON  11-13-00 YMFHGYZ      11-13-00
LOC SER BILLED ELSEWHERE                    3260

ATTCOM LOCAL SVC                              0
BELLSOUTH LOCAL SVC                           0
BILLED LOCAL SERVICE                          0
```

References | Cancel View Product and Services | Credit History **Return to Inquiry ▶**

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Z701232 11/17/2000

BELLSOUTH

SUPRA TELECOM SUU 7012
STINQCG10820 v 00

Local Exchange Navigation System

Firm Order New Installation LSR Summary

Location And Access
End User Name = Small, Anthony Willis
End User Street Address = 10820 SW 200TH DR APT 318
End User City = MIAMI
End User State = FL
End User Zip = 33157

Billing
Account Telephone Number = (305) 969-3091

Administrative
Purchase Order Number = STINQCG10820
Activity Type = N
Type Of Service = Residence - Single Line - Flat Rate
Expedite = N

Due Date
Desired Due Date = Nov 17, 2000
Calculated Due Date = Nov 21, 2000

ServiceDetails
Telephone Number = (305) 969-3091
InterLATA Presubscription Indicator Code = None
IntraLATA Presubscription Indicator Code = 5124
Feature Activity=N
Feature Code=DRS1X-RingMaster II - First RingMaster Number with Distinctive Ringing
Feature Detail=/TN 305 259-0263/RNP B
Feature Activity=N
Feature Code=DRS2X-RingMaster II - Second RingMaster Number with Distinctive Ringing
Feature Detail=/TN 305 259-5395/RNP B
Feature Activity=N
Feature Code=VR3CL-Complete Choice Plan
Feature Activity=N
Feature Code=MBBRX-MemoryCall Answering Service, Residence
Feature Detail=/TN 305 969-3091
Feature Activity=N
Feature Code=GCJRC-Call Forwarding Don't Answer Ring Control
Feature Detail=/CFND 305 251-9141
Feature Activity=N
Feature Code=GCE-Call Forwarding Busy Line
Feature Detail=/CFNB 305 251-9141
Feature Activity=N
Feature Code=MWW-Message Waiting - Stutter Dialtone
Feature Activity=N

Feature Code=ESC-Three-Way Calling
Feature Activity=N
Feature Code=ESF-30 Code Speed Calling
Feature Activity=N
Feature Code=CREX4-Custom Toll Restriction
Feature Activity=N
Feature Code=ESL-8 Code Speed Calling
Feature Activity=N
Feature Code=ESM-Call Forwarding
Feature Activity=N
Feature Code=ESXD9-Call Waiting Deluxe
Feature Activity=N
Feature Code=NSK-Call Selector (*61)
Feature Activity=N
Feature Code=NSQ-Repeat Dialing (*66)
Feature Activity=N
Feature Code=NSS-Call Return (*69)
Feature Activity=N
Feature Code=NSY-Call Block (*60)
Feature Activity=N
Feature Code=NXMCR-Caller ID Name and Number Delivery with Anonymous Call Rejection
Feature Activity=N
Feature Code=VSB-Vertical Services Billing for Complete Choice Plan
Feature Activity=N
Feature Code=9LM-FCC Charge for Network Access
Line Level Class Of Service = VR3CL

Contact
Initiator Identification = CRISCEL GARCIA
Telephone Number-INIT = (305) 476-4250
Facsimile Number-INIT = (305) 441-9318
Design/Engineering Contact = DAKORE MIRIKI
Telephone Number-DSGCON = (305) 476-4250
Implementation Contact = DAKORE MIRIKI

Directory Listing
Degree of Indent = 0
Listed Address House Number = 10820
Listed Address Street Directional = SW
Listed Address Street Name = 200th
Listed Address Thoroughfare = DR
Listed Address Locality = Miami
Listed Address State = FL
Listed Name First = Anthony Willis
Listed Name Last = Small
Listing Activity Indicator = N
Listing Telephone Number = (305) 969-3091
Listing Type = Listed
Record Type = LML
Type of Account = R

Directory Delivery
Delivery Name = Small, Anthony Willis
Delivery Address House Number = 10820
Delivery Address Street Directional = SW
Delivery Address Street Name = 200TH
Delivery Address Street ThoroughFare = DR
Delivery Address Location = APT 318
Delivery Address Locality = MIAMI
Delivery Address State = FL
Delivery Address Street Zip Code = 33157
Delivery Descriptive Location = MILTON MANOR V

References **Return To Acknowledgement ▶**

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Z701232 11/17/2000

Supra Telecom

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Miami, FL 33133-3001
Phone: (305) 476-4250
FAX: (305) 443-1078
Email dmiriki@stis.com
www.stis.com

MEMO

TO: Brian Chaiken

CC: Kelly Kester, Annie Robert

FROM: Victor Miriki

DATE: 12/11/00

RE: Issue regarding availability of connect-through service .

On Friday November 17, 2000 we submitted a new Install order for residential service to BellSouth via Local Exchange Navigation Systems (LENS). The address validation process identifies the service location as a "connect-through" address meaning there are appropriate facilities in place to complete the request within a short time. The service order was completed five days after the was issued.

Summary of Activity

End User Name: Rupert Brown

Purchase Order Number: STINCVB3228

Version: 00

Date Sent: 11/17/00

Desired Due Date: 11/17/00

Calculated Due Date: 11/22/00

Completion Date: 11/23/00

BELLSOUTH

Local Exchange Navigation System

Firm Order New Installation

SUPRA TELECOM SUU 7012
STINCVB3228 v 00

Acknowledgement

Thank You!

Purchase Order Number: STINCVB3228

Version: 00

LSR was submitted to BellSouth on Friday, 11/17/2000 at 05:48 PM EST

References LSR Summary Return to Firm Order Menu ▶

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Z701224 11/17/2000

BELLSOUTH

SUPRA TELECOM SUU 7012
STINCVB3228 v 00

Local Exchange Navigation System

Firm Order New Installation LSR Summary

Location And Access
End User Name = Rupert Brown
End User Street Address = 3750 SW 48TH AV UNIT 203
End User City = PEMBROKE PARK
End User State = FL
End User Zip = 33023

Billing
Account Telephone Number = (954) 964-3228

Administrative
Purchase Order Number = STINCVB3228
Activity Type = N
Type Of Service = Residence - Single Line - Flat Rate
Expedite = Y

Due Date
Desired Due Date = Nov 17, 2000
Calculated Due Date = Nov 22, 2000

ServiceDetails
Telephone Number = (954) 964-3228
InterLATA Presubscription Indicator Code = 0222
IntraLATA Presubscription Indicator Code = 5124
Feature Activity=N
Feature Code=ESC-Three-Way Calling
Feature Activity=N
Feature Code=ESM-Call Forwarding
Feature Activity=N
Feature Code=GCJRC-Call Forwarding Don't Answer Ring Control
Feature Detail=/CFND 954 981-0112
Feature Activity=N
Feature Code=GCE-Call Forwarding Busy Line
Feature Detail=/CFNB 954 981-0112
Feature Activity=N
Feature Code=ESXD9-Call Waiting Deluxe
Feature Activity=N
Feature Code=NSY-Call Block (*60)
Feature Activity=N
Feature Code=NSS-Call Return (*69)
Feature Activity=N
Feature Code=NSK-Call Selector (*61)
Feature Activity=N
Feature Code=NST-Call Tracing (*57)

Feature Activity=N
Feature Code=NXMCR-Caller ID Name and Number Delivery with Anonymous Call Rejection
Feature Activity=N
Feature Code=NSQ-Repeat Dialing (*66)
Feature Activity=N
Feature Code=MBBRX-MemoryCall Answering Service, Residence
Feature Detail=/TN 954 964-3228
Feature Activity=N
Feature Code=MWW-Message Waiting - Stutter Dialtone
Feature Activity=N
Feature Code=VR3CL-Complete Choice Plan
Feature Activity=N
Feature Code=VSB-Vertical Services Billing for Complete Choice Plan
Feature Activity=N
Feature Code=9LM-FCC Charge for Network Access
Feature Activity=N
Feature Code=LNPCX-FCC Local Number Portability Line Charge - Line
Feature Activity=N
Feature Code=RESCN-Reseller Contact Nme and Number
Line Level Class Of Service = VR3CL

Contact
Initiator Identification = GEORGIA TULLOCH
Telephone Number-INIT = (305) 476-4250
Facsimile Number-INIT = (305) 441-9318
Design/Engineering Contact = DAKORE MIRIKI
Telephone Number-DSGCON = (305) 476-4250
Implementation Contact = DAKORE MIRIKI

Directory Listing
Degree of Indent = 0
Listed Address House Number = 3750
Listed Address Street Directional = SW
Listed Address Street Name = 48th
Listed Address Thoroughfare = Av
Listed Address Locality = Pembroke Park
Listed Address State = FL
Listed Name First = Rupert
Listed Name Last = Brown
Listing Activity Indicator = N
Listing Telephone Number = (954) 964-3228
Listing Type = Listed
Record Type = LML
Type of Account = R

Directory Delivery
Delivery Name = Rupert Brown
Delivery Address House Number = 3750
Delivery Address Street Directional = SW
Delivery Address Street Name = 48TH

Delivery Address Street ThoroughFare = AV
Delivery Address Location = UNIT 203
Delivery Address Locality = PEMBROKE PARK
Delivery Address State = FL
Delivery Address Street Zip Code = 33023

References

Return To Acknowledgement ▶

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Z701224 11/17/2000

BELLSOUTH

SUPRA TELECOM SUU 7012
STINCVB3228 v 00

Local Exchange Navigation System

Firm Order **Address Validation**

Valid Address
0000 COMPLETED SUCCESSFULLY

3750 SW 48TH AV UNIT 203 PEMBROKE PARK FL 33023	Not working (954) 964-3228

Continue to TN Selection Options ▶

Validate Address

Street Number: 3750 Suffix:
Dir-Prefix: SW Street Name: 48TH T/F: AV Dir-Suffix:
Unit: UNIT 203 Elevation: Structure:
City: PEMBROKE PARK **State:** FL Zip: 33023 CT: Y
Descriptive Address:
Route: Box:
Telephone Number:

References | Cancel | Reset Validate ▶

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Local Exchange Navigation System

Firm Order Telephone Number Selection Options

NPA	TTA	CLLI	Community
954	961	HLWDFLWH	PEMBROKE PARK

Options:	Random Numbers
Special Number Pattern:	NPA NXX LINE
Number Exclusions:	
Number of TNs to be Selected:	1

Previously Reserved Telephone Numbers:

Please enter the additional number of previously reserved telephone numbers you would like to view (maximum 25): OK

9549643228

References | Cancel | Reset LSR Summary Continue to TN Selection ▶

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Local Exchange Navigation System

Firm Order Directory Listing Summary

SUBMITTED LISTING INFORMATION

(Click on the Directory Listing Number to display the associated listing information above for editing.)

Select to Delete	Directory Listing Number	Listing Activity Indicator/ Record Type/ Listing Type/ Type of Account	Alpha Listing Identifier Code	Style Code/ Designer Listings	Telephone Number/ Non-Standard TN	Listing Information
☐	0001	New Listing/ Local Main Listing/ Listed/ Residence		Straight Line/	9549643228 /	Brown Rupert 3750 SW 48th Av Pembroke Park FL

Advance Directory Listing? ○ Yes ◉ No

Delete Selected Listings | Add a New Listing Request | Continue ▶

References | Cancel | View CSR | LSR Order Summary

Administrative | Bill Section | Contact | Location Access | End User Billing | Directory Info | Hunting | Line Details

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BELLSOUTH

SUPRA TELECOM SUU 7012
STINCVB3228 v 00

Local Exchange Navigation System

Firm Order **Calculate Due Date**

Calculated Due Date is Nov 22, 2000 .

NPA:	954	CLLI:	HLWDFLWH	CONNECT THRU:	Y
TTA:	961	COMMUNITY:	PEMBROKE PARK	NUMBER OF LINES:	1
TYPE OF SERVICE:			Residence - Single Line - Flat Rate		

Recalculate Due Date

Calculated Due Date: Nov 22, 2000

If the Calculated Due Date is not desireable, enter a new Desired Due Date to recalculate.

Desired Due Date: 11/17/2000 **Appointment Time:**

(example: 1:00 pm - 5:00 pm)

Re-Calculate Due Date

Resale Quantity:

References | Cancel LSR Summary Submit LSR

Administrative | Bill Section | Contact | Location Access | End User Billing | Directory Info | Directory Listing | Hunting | Line Details

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BELLSOUTH

SUPRA TELECOM SUU 7012
STINCVB3228 v 00

Local Exchange Navigation System

Firm Order **Administrative Section**

Related Purchase Order Number:		**Related Order Number:**	
Expedite Request?	Yes	**Project ID**	
Local Service Authorization Code:		**Local Service Authorization Date:**	(MM/DD/YYYY)
Local Service Authorization Name:			
Abandoned Station?	No		

References | Cancel | Reset | LSR Summary

Return to Line Details | **Continue to Bill Section ▶**

| Bill Section | Contact | Location Access | End User Billing | Directory Info | Directory Listing | Hunting | Line Details

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