

ORIGINAL
FILE COPY

Legal Department

NANCY B. WHITE
Assistant General Counsel-Florida

BellSouth Telecommunications, Inc.
150 South Monroe Street
Room 400
Tallahassee, Florida 32301
(305) 347-5558

September 11, 1997

Mrs. Blanca S. Bayó
Director, Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: Docket No. 960786-TL (Section 271)

Dear Ms. Bayó:

Enclosed is an original and fifteen copies of BellSouth Telecommunications, Inc.'s Final Statement of Generally Available Terms and Conditions, which we ask that you file in the captioned matter.

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 to the parties shown on the attached Certificate of Service.

Sincerely,



Nancy B. White

- ACK _____
- AFA _____
- APP _____
- CAF _____
- CML Green _____
- CTR _____
- EAG _____
- LEG 2 _____
- LIN 5 _____
- OPC _____
- ROH _____
- SEL 1 _____
- WAS _____
- OTH _____

Enclosures

cc: All parties of record
A. M. Lombardo
R. G. Beatty
William J. Ellenberg II

RECEIVED & FILED

FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

09269 SEP 11 97

FPSC-RECORDS/REPORTING

ORIGINAL
FILE COPY

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Consideration of)
BellSouth Telecommunications,)
Inc.'s entry into interLATA)
services pursuant to Section 271)
of the Federal Telecommunications)
Act of 1996)
_____)

Docket No. 960786-TL
Filed: September 11, 1997

**BELLSOUTH TELECOMMUNICATIONS, INC.'S
FILING OF FINAL STATEMENT OF GENERALLY AVAILABLE
TERMS AND CONDITIONS**

BellSouth Telecommunications, Inc. ("BellSouth"), hereby files with the Florida Public Service Commission BellSouth's Final Statement of Generally Available Terms and Conditions (Attachment "A"). In support thereof, BellSouth states the following:

1. On July 7, 1997, BellSouth filed its Draft Statement of Generally Available Terms and Conditions ("SGAT") with a Petition seeking approval of the SGAT pursuant to Section 252(f) of the Telecommunications Act of 1996 ("Act").
2. On August 25, 1997, BellSouth filed a Revised Draft SGAT. The changes between the Initial Draft SGAT and the Revised Draft SGAT were made to reflect the Eighth Circuit Court of Appeals decision of July 18, 1997 in the case of Iowa Utilities Board v. Federal Communications Commission 1997 W.L. 403 401. In addition, one clarification was made and one typographical error was corrected.
3. Hearings were held in this matter from September 2-5, 8, and 10, 1997. Cross-examination was had by all parties with regard to the Revised SGAT.

DOCUMENT NUMBER-DATE
09269 SEP 11 1997
FPSC-RECORDS/REPORTING

4. The Final SGAT filed herein is identical to the Revised SGAT filed on August 25, 1997 in all respects.

Respectfully submitted this 11th day of September, 1997.

BELLSOUTH TELECOMMUNICATIONS, INC.



ROBERT G. BEATTY

NANCY B. WHITE

c/o Nancy H. Sims

150 South Monroe Street, Suite 400

Tallahassee, FL 32301

(305) 347-5555



WILLIAM J. ELLENBERG II

J. PHILLIP CARVER

675 West Peachtree Street, Room 4300

Atlanta, GA 30375

(404) 335-0711

CERTIFICATE OF SERVICE
DOCKET NO. 960786-TL

I HEREBY CERTIFY that a true and correct copy of the foregoing was served by Federal Express this 11th day of September, 1997 to the following:

Mr. Brian Sulmonetti
LDDS WorldCom Communications
Suite 400
1515 S. Federal Highway
Boca Raton, FL 33432
(407) 750-2529

Floyd R. Self, Esq.
Norman H. Horton, Esq.
Messer, Caparello, Madsen,
Goldman & Metz, P.A.
215 South Monroe Street
Suite 701
P.O. Box 1876
Tallahassee, FL 32302-1876
Atty. for LDDS WorldCom Comm.
(904) 222-0720

Joseph A. McGlothlin
Vicki Gordon Kaufman
McWhirter, Reeves, McGlothlin,
Davidson, Rief & Bakas, P.A.
117 South Gadsden Street
Tallahassee, Florida 32301
Atty. for FCCA
(904) 222-2525

Thomas K. Bond
MCI Telecommunications Corp.
780 Johnson Ferry Road
Suite 700
Atlanta, GA 30342
(404) 267-6315

Richard D. Melson
Hopping Green Sams & Smith
123 South Calhoun Street
P.O. Box 6526
Tallahassee, FL 32314
(904) 222-7500

C. Everett Boyd, Jr.
Ervin, Varn, Jacobs,
Odom & Ervin
305 South Gadsden Street
P.O. Drawer 1170
Tallahassee, FL 32302
Atty. for Sprint
(904) 224-9135

Benjamin W. Fincher
3100 Cumberland Circle
Atlanta, Georgia 30339
Atty. for Sprint
(404) 649-5145

Monica Barone
Florida Public Service
Commission
Division of Legal Services
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Patrick K. Wiggins, Esq.
Donna L. Canzano, Esq.
Wiggins & Villacorta, P.A.
501 East Tennessee Street
Suite B
Post Office Drawer 1657
Tallahassee, Florida 32302
Tel. (904) 222-1534
Fax. (904) 222-1689
Attys. for Intermedia

Patricia Kurlin
Intermedia Comm., Inc.
3625 Queen Palm Drive
Tampa, Florida 33619-1309
(813) 829-0011

Peter M. Dunbar, Esq.
Robert S. Cohen, Esq.
Pennington, Culpepper, Moore,
Wilkinson, Dunbar &
Dunlap, P.A.
215 South Monroe Street
2nd Floor
Post Office Box 10095
Tallahassee, FL 32302
(904) 222-3533

Sue E. Weiske, Esq.
Time Warner Communications
160 Inverness Drive West
2nd Floor North
Englewood, Colorado 80112
(303) 799-5513

Tracy Hatch, Esq.
AT&T
101 North Monroe Street
Suite 700
Tallahassee, FL 32301
(904) 425-6364

Marsha E. Rule, Esq.
c/o Doris M. Franklin
AT&T
101 North Monroe Street
Suite 700
Tallahassee, FL 32301

Andrew O. Isar
Director - Industry Relations
Telecomm. Resellers Assoc.
4312 92nd Avenue, N.W.
P.O. Box 2461
Gig Harbor, WA 98335-4461
(206) 265-3910

Richard M. Rindler
Swindler & Berlin, Chartered
3000 K Street, N.W.
Suite 300
Washington, D.C. 20007
Tel. (202) 424-7771
Fax. (202) 424-7645

Kenneth A. Hoffman, Esq.
William B. Willingham, Esq.
Rutledge, Ecenia, Underwood,
Purnell & Hoffman, P.A.
215 South Monroe Street
Suite 420
Tallahassee, FL 32301-1841
(850) 681-6788

Mr. Paul Kouroupas
TCG-Washington
2 Lafayette Centre
1133 Twenty First Street, N.W.
Suite 400
Washington, D.C. 20036
(202) 739-0030

Laura L. Wilson
Vice President
Regulatory Affairs
Florida Cable Telecomm. Assoc.
310 North Monroe Street
Tallahassee, FL 32301
Tel. (904) 681-1990
Fax. (904) 681-9676

John R. Marks, III
Knowles, Marks & Randolph
528 East Park Avenue
Tallahassee, Florida 32301
Tel. (850) 222-3768
Fax. (850) 561-0397

Kenneth S. Ruth, Florida
Director
COMMUNICATIONS WORKERS OF
AMERICA
1040 Woodcock Road
Suite 200
Orlando, FL 32813-3515
Tel. (407) 894-9781
Fax. (407) 894-9684


Nancy E. White

**STATEMENT OF GENERALLY AVAILABLE
TERMS AND CONDITIONS FOR
INTERCONNECTION, UNBUNDLING AND RESALE
PROVIDED BY BELL SOUTH TELECOMMUNICATIONS, INC. IN THE STATE OF
FLORIDA**

Pursuant to 47 U.S.C. § 252(f), BellSouth Telecommunications, Inc. ("BellSouth") makes the following terms and conditions generally available for the purposes of fulfilling its obligations under 47 U.S.C. §§ 251, 252(d) and 271. This Statement of Generally Available Terms and Conditions ("Statement") shall remain in effect for two (2) years from the date it takes effect under 47 U.S.C. § 252(f) following review by the Florida Public Service Commission. The filing of this Statement does not change or diminish BellSouth's willingness to negotiate individual agreements with Alternative Local Exchange Companies. This Statement is subject to revision to the extent necessary to comply with any legislative, regulatory or judicial order or rule that affects the rights and obligations created by this Statement. BellSouth has negotiated agreements with numerous Alternative Local Exchange Companies. These agreements are open to inspection, and provide examples of detailed contractual language that has been used by BellSouth and other carriers. These agreements may be utilized by other parties.

This Statement uses the following abbreviations throughout:

- A. ALEC means an alternative local exchange company certificated by the Florida Public Service Commission to offer and/or provide local telecommunications services in Florida.
 - B. Commission means the Florida Public Service Commission.
 - C. Telecommunications Act of 1996 ("Act") means Public Law 104-104 of the United States Congress effective February 8, 1996. The Act amended the Communications Act of 1934 (47 U.S.C. § 1, *et seq.*).
- I. Interconnection (47 U.S.C. 251(b)(5) § 251(c)(2), § 251(c)(6), § 252(d)(1),(2), § 271(c)(2)(B)(i)**

BellSouth provides ALECs interconnection with BellSouth's network for the transmission and routing of telephone exchange service and exchange access on the following terms:

- A. Local Traffic. Local traffic means calls between two or more Telephone Exchange service users where both Telephone Exchange Services bear NPA-NXX designations associated with the same BellSouth local calling area or other authorized area (e.g., Extended Area Service Zones in adjacent local calling areas). Local traffic includes the traffic types that have been traditionally referred to as "local calling" and as "extended area service." All other traffic that originates and terminates between end users within a

LATA boundary is toll traffic. In no event shall the Local Traffic area for purposes of local call termination billing between the parties be decreased. No company shall represent Exchange Access traffic as Local Interconnection traffic.

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

- a. Line-side of local switch.
- b. Trunk-side of local switch.
- c. Trunk interconnection points for tandem switch.
- d. Central office cross-connect points.
- e. Out-of-band signal transfer points.

Interconnection at applicable unbundled network element points is also available. See Section II. below.

2. Additional Interconnection Points. BellSouth will provide local interconnection at any other technically feasible point, including meet point interconnection arrangements. Requests for interconnection at other points may be made through the bona fide request process set out in Attachment B.

3. Percent Local Use. When traffic other than local traffic is routed on the same facilities as local traffic, each company will report to the other a Percentage Local Usage ("PLU")¹. The application of the PLU will determine the amount of local minutes to be billed to the other company. For purposes of developing the PLU, each company shall consider every local call and every long distance call. Effective on the first of January, April, July and October of each year, BellSouth and the ALEC shall update the PLU.

4. Unidentified local traffic. Whenever BellSouth delivers traffic to an ALEC for termination on the ALEC's network, if BellSouth cannot determine because of the manner in which the ALEC has utilized its NXX codes whether the traffic is local or toll, BellSouth will charge the applicable rates for originating intrastate network access service as reflected in BellSouth's Intrastate Access Service Tariff. BellSouth will make appropriate billing adjustments if the ALEC can provide sufficient information for BellSouth to determine whether said traffic is local or

¹ Percent Local Usage (PLU) is defined as a factor to be applied to intrastate terminating minutes of use. The numerator shall include all "nonintermediary" local minutes of use adjusted for those minutes of use that only apply to local due to Service Provider Number Portability. The denominator is the total intrastate minutes of use including local, intrastate toll, and access, adjusted for Service Provider Number Portability less intrastate Terminating Company Pays minutes of use.

toll. If BellSouth deploys an NXX code across its local calling areas in such a manner that an ALEC cannot determine whether the traffic it delivers to BellSouth is local or toll, this subsection shall apply to BellSouth and the ALEC.

5. Intermediary Tandem Switching. BellSouth will provide intermediary tandem switching and transport services for the ALEC's connection of its end user to a local end user of another ALEC where both ALECs are connected at the same tandem and termination of calls is authorized. Rates for intermediary tandem switching are set out in Attachment A.

6. Mutual Provision of Access Service. When BellSouth and an ALEC provide an access service connection between an interexchange carrier ("IXC") and each other, each company will provide its own access services to the IXC on a multi-bill, multi-tariff meet-point basis. Each company will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by the company providing the end office function. BellSouth will use the Multiple Exchange Carrier Access Billing² system to establish meet point billing for all applicable traffic, including traffic terminating to ported numbers. 30-day billing periods will be employed for these arrangements. The recording company agrees to provide to the initial billing company, at no charge, the switched access detailed usage data within a reasonable time after the usage is recorded. The initial billing company will provide the switched access summary usage data to all subsequent billing companies within 10 days of rendering the initial bill to the IXC.

B. Exchange of intraLATA toll traffic. Exchange of intraLATA toll traffic between BellSouth and ALEC networks shall occur as follows:

1. IntraLATA Toll Traffic. IntraLATA toll traffic is traffic that is not Local Traffic as defined in Section I.A. above.

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

3. Rates. For originating and terminating toll traffic, each company shall pay the other BellSouth's intrastate or interstate whichever is appropriate, switched network access service rate elements on a per minute of use basis. Applicable rate elements are set out in BellSouth's Access Services Tariffs. The appropriate

² Multiple Exchange Carrier Access Billing means the document prepared by the Billing Committee of the Ordering and Billing Forum ("OBF"), which functions under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions ("ATIS") and by Bellcore as Special Report SR-BDS-000983, containing the recommended guidelines for the billing of Exchange Service access provided by two or more LECs and/or ALECs or by one LEC in two or more states within a single LATA.

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

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

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

6. Records for 800 Billing. Each company will provide to the other the appropriate records necessary for billing intraLATA 800 customers. The records provided will be in a standard EMR format for a fee of \$0.013 per record.

7. 800 Access Screening. Should an ALEC require 800 Access Ten Digit Screening Service from BellSouth, it shall have signaling transfer points connecting directly to BellSouth's local or regional signaling transfer point for service control point database query information. The ALEC shall utilize SS7 signaling links, ports and usage as set forth in Section X. below. The ALEC will not utilize switched access FGD service. 800 Access Ten Digit Screening Service is an originating service that is provided via 800 Switched Access Service trunk groups from BellSouth's SS7 equipped end office or access tandem providing an IXC identification function and delivery of a call to the IXC based on the dialed ten digit number. The terms and conditions for this service are set out in BellSouth's Intrastate Access Services Tariff as amended.

C. Methods of Interconnection. Interconnection is available through: (1) virtual collocation; (2) physical collocation; and (3) interconnection via purchase of facilities from either company by the other company. Rates for collocation are set out in Attachment A. Detailed guidelines for collocation are set out in BellSouth's Handbook for Collocation.

D. Trunk Groups. BellSouth and an ALEC shall establish trunk groups between interconnecting facilities. Trunks may be one way or two way. Local and intraLATA

way trunks. Requests for alternative trunking arrangements may be made through the bona fide request process set out in Attachment B.

E. Rates. Rates for interconnection for local traffic on the BellSouth network are set out in Attachment A. Compensation for interconnection is reciprocal, as set out in Section XIII. Late payment fees, not to exceed 1% per month after the due date, may be assessed if interconnection charges are not paid within thirty (30) days of the due date of the quarterly bill.

F. Billing. Billing for interconnection services will be through the Carrier Access Billing System ("CABS").

G. Network Design and Management for Interconnection. BellSouth will use its best efforts in conjunction with ALECs to create the most effective and reliable interconnected telecommunications networks. Detailed provisions governing network design and management for interconnection are contained in Section XV. below.

H. Interconnection Technical Standards. Interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Bellcore Standard No. TR-NWT-00499. Signal transfer point, Signaling System 7 ("SS7") connectivity is required at each interconnection point. BellSouth will provide out-of-band signaling using Common Channel Signaling Access Capability where technically and economically feasible, in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. Facilities of each company shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling number ID when technically feasible.

I. Quality of Interconnection. The local interconnection for the transmission and routing of telephone exchange service and exchange access that BellSouth provides to ALECs will be at least equal in quality to what it provides to itself, where technically feasible, and any subsidiary or affiliate or to any other party to which BellSouth provides local interconnection. Attachment C contains detailed service descriptions, technical requirements and quality measures provided to ALECs. Section 14.4 of Attachment C is particularly applicable to interconnection. Performance measures are available as set out in Attachment L. See Section XVI. below.

J. Ordering and Provisioning Guidelines. BellSouth provides interconnection ordering and provisioning services to ALECs that are equal to the ordering and provisioning services BellSouth provides to itself, where technically feasible. Detailed procedures for ordering and provisioning BellSouth interconnection services are set forth in the Local Interconnection and Facility Based Ordering Guide. See Section XV. below.

II. Access To Unbundled Network Elements (47 U.S.C. § 251(c)(3), 252(d) and §§ 271(c)(2)(B)(ii). See also Statement Sections (iv),(v), (vi) and (x).

BellSouth provides ALECs access to unbundled elements of BellSouth's network on the following terms:

A. Bona Fide Request Process. BellSouth offers a Bona Fide Request Process, as set out in Attachment B. That process includes procedures and timelines for promptly addressing and resolving requests for additional facilities, and pricing. CLECs may use the bona fide request process to assure prompt resolution of any requests.

B. Available Network Elements. The following BellSouth network elements are available on an unbundled basis:

1. Local Loop Transmission. BellSouth provides unbundled local loops. See Section IV. below.

2. Unbundled Local Transport. BellSouth provides unbundled local transport. See Section V. below.

3. Unbundled Local Switching. BellSouth provides unbundled local switching. See Section VI. below.

4. Signaling Network Elements/AIN Services. BellSouth provides unbundled signaling network elements and AIN services. See Section X. below.

5. Operations Support Systems. BellSouth provides ALECs unbundled access to several operations support systems. Access to these support systems is available through a variety of means, including electronic interfaces. The operations support systems available are:

a. Pre-Service Ordering. Pre-service ordering allows ALECs to determine the availability of features and services, assign a telephone number, advise the customer of a due date and validate a street address for service order purposes and, upon provision of a blanket letter of authorization to BellSouth, to obtain customer service record information as applicable to the service being ordered.

b. Service Ordering and Local Account Maintenance. Service ordering and local account maintenance provides the ALEC order entry functions, including supplements, and the capability to establish directory listings.

c. Provisioning. Provisioning information available to ALECs includes firm order confirmation and completions.

d. Service Trouble Reporting and Repair. Service trouble reporting and repair allows ALECs to report and monitor service troubles and obtain repair services. BellSouth provides ALECs service trouble reporting availability and monitoring in a non-discriminatory manner that provides ALECs the same ability to report and monitor service troubles that BellSouth provides to itself. BellSouth also provides ALECs an estimated time to repair, an appointment time or a commitment time, as appropriate, on all trouble reports.

e. Directory Listing and Line Information Databases. Access to the Directory Listing Database is discussed in Sections VII.B. and VIII.E below. Access to the Line Information Database is discussed in Section X.A.3.a. below.

f. Customer Daily Usage Data. Customer daily usage data provides detailed information for determining billable usage for services such as directory assistance or toll calls associated with a resold line or a ported telephone number. This usage option allows ALECs to bill their end-user customers at their discretion, rather than on BellSouth's billing cycles. It also allows an ALEC to establish toll limits, detect fraudulent calling or analyze the usage patterns of its customers.

6. Interfaces for Operational Support Systems. BellSouth provides electronic interfaces for the following operational support systems functions: pre-service ordering, service ordering and provisioning, trouble reporting, and customer usage data. Customized interfaces are available through the bona fide request process. BellSouth also provides the option of placing orders manually (e.g., via facsimile) through the Local Carrier Service Center.

a. Pre-Ordering. BellSouth provides electronic access to the following pre-ordering functions: service address validation, telephone number selection, product and service availability, due date information, and, upon Commission approval of confidentiality protections, to customer service record information. Access is provided through the Local Exchange Navigation System (LENS), which provides a real-time, interactive interface to BellSouth databases.

b. Ordering and Provisioning. BellSouth provides ALECs electronic options for the exchange of ordering and provisioning information. The Exchange Access Control and Tracking System (EXACT) is for service requests involving interconnection trunking and many unbundled network elements. BellSouth provides an Electronic Data Interchange (EDI) arrangement for resale requests and some unbundled network elements. As an alternative to the EDI arrangement, BellSouth also provides through

LENS an ordering and provisioning capability that is integrated with the LENS pre-ordering capability.

c. Trouble Reporting. BellSouth provides two options for electronic trouble reporting. For exchange services, BellSouth offers ALECs access to the Trouble Analysis Facilitation Interface (TAFI). For individually designed services, BellSouth provides electronic trouble reporting through an electronic communications gateway.

d. Billable Usage Information. BellSouth provides ALECs electronic files containing billable usage associated with resold exchange lines, unbundled ports, and ported telephone numbers.

7. Collocation. Collocation allows ALECs to place equipment in BellSouth facilities. Physical and virtual collocation are available for interconnection and access to unbundled network element as described in Section II. below. BellSouth will provide physical collocation for ALEC equipment unless BellSouth demonstrates to the Commission that physical collocation is not practical for technical reasons or space limitations. ALECs may interconnect with other ALECs collocated in the same BellSouth central office. Detailed guidelines for collocation are contained in BellSouth's Handbook for Collocation. See Section XV. below.

C. Availability of Additional Network Elements. BellSouth makes additional network elements available through the bona fide request process described in Attachment B.

D. Rates. Rates for the unbundled network elements described above are set out in Attachment A. Special construction charges as set forth in BellSouth's Intrastate Special Access Tariff may apply.

E. Quality of Network Elements. BellSouth provides CLECs with all the unbundled network elements described in this section, and access to those unbundled network elements, that is at least equal in quality to that which BellSouth provides itself where technically feasible. Attachment C contains detailed service descriptions, technical requirements and quality measures applicable to CLEC access to BellSouth unbundled network elements and the performance of those network elements.

F. CLEC-Combined Network Elements.

1. CLEC Combination of Network Elements. CLECs may combine BellSouth network elements in any manner to provide telecommunications services. BellSouth will physically deliver unbundled network elements where reasonably possible, e.g., unbundled loops to CLEC collocation spaces, as part of the network element offering at no additional charge. Additional services desired by CLECs to assist in their combining or operating BellSouth unbundled network elements are available as negotiated.

2. Software Modifications. Software modifications, e.g., switch translations, necessary for the proper functioning of CLEC-combined BellSouth unbundled network elements are provided as part of the network element offering at no additional charge. Additional software modifications requested by CLECs for new features or services may be obtained through the bona fide request process.

G. Ordering and Provisioning. BellSouth provides unbundled network element ordering and provisioning services to ALECs that are equal to the ordering and provisioning services BellSouth provides to itself, where technically feasible. Detailed guidelines for ordering and provisioning unbundled BellSouth network elements are set out in the Local Interconnection and Facility Based Ordering Guide. See Section XV.

III. Access To Poles, Ducts, Conduits, and Rights of Way (47 U.S.C. § 251(b)(4) and § 271(c)(2)(B)(iii))

BellSouth provides non-discriminatory access to poles, ducts, conduits and rights-of-way under the following terms:

A. Standard License for Poles, Ducts, Conduits and Rights-of-Way. BellSouth will provide ALECs with nondiscriminatory access to poles, ducts, conduits and rights-of-way owned or controlled by BellSouth under the Standard Agreement set out in Attachment D.

B. Access to Engineering Records. BellSouth will provide access to relevant plats, maps, engineering records and other data to ALECs upon receiving a bona fide request for access and ALEC agreement to reasonable terms to protect proprietary information.

C. Capacity Reservation. BellSouth and ALECs may reserve pole, duct, conduit and rights of way capacity to meet future and emergency needs under the same conditions, time periods and terms.

IV. Local Loop Transmission Unbundled From Local Switching (47 U.S.C. §§ 251(c)(3), 252(d) and 271(c) (2)(B)(iv))

BellSouth provides access to unbundled local loops and sub-loop elements on the following terms:

A. Unbundled Local Loops. Local loops provide transmission paths from the central office to the customer's premises. BellSouth provides a variety of local loop configurations. These loops include 2-wire and 4-wire voice grade analog, 2-wire Asymmetrical Digital Subscriber Line, 2-wire and 4-wire High-bit-rate Digital Subscriber Line, 2-wire ISDN, and 4-wire DS-1 digital grade.

B. Local Loop components. The following sub-loop elements are each separately available as unbundled network elements:

1. Loop Distribution Media. Loop distribution media are various types of transmission media (twisted copper pair, coaxial cable or optical cable) between the Network Interface Device at the customer's premises and a terminating device typically located in a remote terminal that is closer to the customer than is the central office.

2. Loop Cross Connects. Loop cross connects allow the local loop to be transported from the main distribution frame in the central office to an ALEC's collocated space. BellSouth provides 2-wire and 4-wire cross connects as well as DS1 and DS3 cross connects.

3. Loop Concentration Systems. Loop concentration systems aggregate and disaggregate signals transmitted over local loops.

4. Network Interface Device. The Network Interface Device ("NID") is the physical point of connection between BellSouth's network, particularly loop facilities, and the end-user customer. It is essentially a cross-connect device used to connect loop facilities to inside wiring. Generally, the NID is a box on the side of the customer's premises. Where the NID has excess capacity, the ALEC may use existing NID capacity to serve the end user. Where the NID does not have sufficient excess capacity, a NID-to-NID connection must be established. Any party connecting to BellSouth's NID shall assume full liability for its actions and for any adverse consequences that could result.

C. Rates. Rates for local loops and sub-loop elements are set out in Attachment A.

D. Quality of Network Elements. BellSouth provides ALECs with unbundled local loops and sub-loop elements, and access to those elements, that is at least equal in quality to that which BellSouth provides itself, where technically feasible. Attachment C contains detailed service descriptions, technical requirements and quality measures applicable to ALEC access to BellSouth unbundled network elements including local loops and sub-loop elements. Performance measures are available as set out in Attachment L. See Section XVI. below.

E. Ordering and Provisioning. BellSouth provides local loop and sub-loop element ordering and provisioning services to ALECs that are equal to the ordering and provisioning services BellSouth provides itself, where technically feasible. Detailed guidelines for ordering and provisioning local loops and sub-loop elements are set out in the Local Interconnection and Facility Based Ordering Guide. See Section XV.

V. Local Transport From The Trunk Side Unbundled From Switching Or Other Services (47 U.S.C. §§ 251(c)(3), 252(d) and 271(c)(2)(B)(v))

BellSouth provides local transport from the trunk side of its switches unbundled from switching or other services under the following terms:

A. Local Transport Elements. Transport elements provide transmission paths that connect one location to another. BellSouth offers both dedicated and common local transport from the trunk side of its central office switches over a variety of transport media unbundled from switching or switch ports.

1. Dedicated Transport. Dedicated Transport is an interoffice transmission path used exclusively by a single carrier for the transmission of its traffic. Dedicated transport is available between BellSouth central offices and between BellSouth central offices and ALEC facilities. Transmission media available include DS-0, DS-1, DS-3 and optical cable.

2. Common Transport. Common transport is a shared transmission path used for the traffic of multiple carriers. Common transport is available between BellSouth end offices and between BellSouth end offices and BellSouth tandem switches. BellSouth provides common transport on a per minute of use basis. Transmission media available include DS-0, DS-1, DS-3 and optical cable.

3. Tandem Switching. Tandem switching establishes a communications path between two switching offices through a third switching office. BellSouth offers all the functionality of its tandem switches to ALECS unbundled from transport. Tandem switching includes the facilities connecting the trunk distribution frame to the switch, and all the functions of the switch itself, including those facilities that establish a temporary transmission path between two other switches as well as functions that are centralized in tandem switches such as call recording, routing of calls to operator services and signaling conversion functions.

4. Additional Options. BellSouth makes additional transport elements available through the bona fide request process described in Attachment B.

B. Rates. Rates for local transport elements are set out in Attachment A.

C. Quality of Network Elements. BellSouth provides ALECs with unbundled local transport elements, and access to those elements, that is at least equal in quality to that which BellSouth provides itself, where technically feasible. Attachment C contains detailed service descriptions, technical requirements and quality measures applicable to ALEC access to BellSouth unbundled network elements including transport elements. Performance measures are available as set out in Attachment L. See Section XVI. below.

D. Ordering and Provisioning. BellSouth provides local transport ordering and provisioning services to ALECs that are equal to the ordering and provisioning services

BellSouth provides to itself, where technically feasible. Detailed guidelines for ordering and provisioning local transport elements are set out in the Local Interconnection and Facility Based Ordering Guide. See Section XV.

VI. Local Switching Unbundled from Transport, Local Loop Transmission or Other Services (47 U.S.C. §§ 251(c)(3), 252(d) and 271(c)(2)(B)(vi))

BellSouth provides local switching unbundled from transport, local loop transmission or other services under the following terms:

A. Local Switching. BellSouth offers all the functionality of its local switches to ALECs unbundled from transport, local loop transmission and other services. Local switching provides the functionality to connect the appropriate originating lines or trunks wired to the Main Distributing Frame or to the digital Cross Connect panel to a desired terminating line or trunk. Local switch functionality includes line termination and line side switching (dialtone) capability and other switch functionality, e.g., vertical features. It also provides access to all the features and functionality available to the switch and switch software including transport signaling, 911, operator directory and repair services as well as AIN and similar capabilities.

1. Local Switching Options. BellSouth offers the following local switch options:

a. 2-wire and 4-wire analog ports.

b. 2-wire ISDN ports.

c. 4-wire ISDN DS-1 ports.

d. 2-Wire DID ports.

e. Additional Options. BellSouth makes additional switching elements available through the bona fide request process set out in Attachment B.

2. Selective Routing. Selective routing to an ALEC's desired platform using Line Class Codes is available on an interim basis as discussed in Section X.A.3.E. below.

B. Rates. Rates for unbundled local switching services are set out in Attachment A. Specific vertical features associated with a port must be individually ordered.

C. Quality of Network Elements. BellSouth provides ALECs with unbundled local switching elements, and access to those elements, that is at least equal in quality to that which BellSouth provides itself, where technically feasible. Attachment C contains detailed service descriptions, technical requirements and quality measures applicable to

ALEC access to BellSouth unbundled network elements including local switching elements. Performance measures are available as set out in Attachment L. See Section XVI. below.

D. Ordering and Provisioning. BellSouth provides ordering and provisioning services for local switching to ALECs that are equal to the ordering and provisioning services BellSouth provides to itself, where technically feasible. Detailed guidelines for ordering and provisioning local switching elements are set out in the Local Interconnection and Facility Based Ordering Guide. See Section XV.

VII. Nondiscriminatory Access to (I) 911/E911 Emergency Network (47 U.S.C. § 251(c)(3) and § 271(c)(2)(B)(vii)(I); Regulations, §§ 901(J),(K)(2)); (II) Directory Assistance Services (§ 271(c)(2)(B)(vii)(II) and § 251(c)(3)); and (III) Operator Call Completion Services (§ 271(c)(2)(B)(vii)(III) and 251(c)(3))

BellSouth provides nondiscriminatory access to the 911/E911 network, directory assistance and operator call completion services and associated databases under the following terms:

A. Access to 911/E911. BellSouth provides ALECs equal access to 911/E911 service and for ALECs to provide customer numbers and address information to 911/E911 providers on the following terms:

1. 911/E911 Service. Basic 911 and E911 provide callers access to the applicable emergency services bureau by dialing a three-digit universal telephone number.
2. Equal Access. An ALEC's customers will be able to dial and reach emergency services bureaus providing 911/E911 service in the same manner as BellSouth customers.
3. Basic 911 Service Provisioning. For basic 911 service, BellSouth will provide to an ALEC 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. The ALEC 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. The ALEC will be required to route that call to BellSouth at the appropriate tandem or end office. When a municipality converts to E911 service, the ALEC will be required to discontinue the Basic 911 procedures and begin using E911 procedures.

4. E911 Service Provisioning. For E911 service, an ALEC will be required to install a minimum of two dedicated trunks originating from the ALEC's 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. The ALEC will be required to provide BellSouth daily updates to the E911 database. An ALEC 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, the ALEC 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.

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

6. 911/E911 Databases. BellSouth will load ALEC end-user information into 911/E911 databases in the same manner it loads BellSouth end-user information so that ALEC end-user information is available at the same time and manner as BellSouth end-user information.

7. Detailed Practices and Procedures. The detailed practices and procedures contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers determine the appropriate practices and procedures for BellSouth and ALECs to follow in providing 911/E911 services.

B. Directory Assistance Services. BellSouth provides ALECs nondiscriminatory access to directory assistance services and databases on the following terms:

1. Directory Assistance Database. BellSouth includes ALEC subscriber listings in BellSouth's directory assistance databases at no charge. ALECs must provide timely updates in the appropriate format. The same procedures and time intervals will apply to the entry of directory assistance information and updates for BellSouth, ALEC and independent telephone company end-users.

2. BellSouth Directory Assistance Services. BellSouth provides ALECs and their subscribers access to its unbranded directory assistance service. ALEC subscribers will be able to reach BellSouth's directory assistance by dialing the same numbers, and will receive the same treatment, as BellSouth subscribers. If the ALEC provides ANI, then additional services such as directory assistance call completion will be available. BellSouth offers ALECs the following access options

on the same terms as they are currently offered to other telecommunications providers:

a. Directory Assistance Access Service. This service is currently provided by BellSouth to interexchange carriers for directory assistance.

b. Direct Access Directory Assistance Service. This service provides direct on-line access to BellSouth's directory assistance database.

c. Directory Assistance Database Service. This service provides a copy of the BellSouth Directory Assistance database to requesting carriers.

3. Selective Routing for ALEC Provision of Directory Assistance Services. BellSouth provides ALECs purchasing unbundled local BellSouth switching and reselling BellSouth local exchange service under Section XIV, selective routing of calls to a requesting ALEC's directory service platform for provision of ALEC directory assistance services. BellSouth also provides selective routing to a BellSouth platform for BellSouth provision of ALEC-branded directory assistance. In either case, ALEC customers may use the same dialing arrangements as BellSouth customers, but obtain an ALEC-branded service. Possible limits on branding due to the potential exhaustion of line class codes are discussed in Section X.A.3.e. below.

4. Rates. Rates for Directory Assistance Services are set out in Attachment A.

C. Operator Call Completion Services. BellSouth provides operator services to ALECs in the same manner and extent, utilizing the same databases, that BellSouth provides operator services to its customers:

1. Busy Line Verification and Emergency Interrupt. Busy line verification and busy line verification and emergency interrupt allows BellSouth and ALEC subscribers to request an operator to verify that a line is busy or to interrupt a conversation.

2. Intercept Service. This service provides for call interception in the event of a number change or disconnect. BellSouth provides intercept service to ALECs.

3. Operator Call Processing Access Service. This service provides operator and automated call handling for processing and verification of alternative billing information for collect, calling card and billing to a third number. This service can also be used to provide customized call branding, dialing instructions and other operator assistance.

4. Centralized Message Distribution System. Centralized Message Distribution System ("CMDS") is a Bellcore administered national system used to

transfer specially formatted messages among companies. BellSouth will offer ALECs CMDS Hosting and access to various mechanized reports provided through the system as set out in detail in Attachment E.

5. Selective Routing For ALEC-Branded Operator Call Completion Services. BellSouth provides ALECs purchasing unbundled local BellSouth switching and reselling BellSouth local exchange service under Section XIV. selective routing of calls to a requesting ALEC's operator services platform for provision of ALEC operator call completion services. BellSouth also provides selective routing to a BellSouth platform for BellSouth provision of ALEC-branded operator call completion service. In either case, ALEC customers may use the same dialing arrangements as BellSouth customers, but obtain an ALEC-branded service. Possible limits on branding due to the potential exhaustion of line class codes are discussed in Section X.A.3.e. below.

6. Rates. Rates for Operator Call Completion Services are set out in Attachment A.

VIII. White Pages Directory Listings For ALEC Customers (47 U.S.C. § 271(c)(2)(B)(viii))

BellSouth provides ALECs and their customers access to white pages directory listings under the following terms:

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

B. Rates. Subscriber primary listing information in the White Pages shall be provided at no charge to ALECs or their subscribers provided that the ALEC provides subscriber listing information to BellSouth at no charge.

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

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

E. Inclusion of ALEC Customers in Directory Assistance Database. BellSouth will include and maintain ALEC subscriber listings in BellSouth's directory assistance databases at no charge. BellSouth and ALECs will formulate appropriate procedures regarding lead time, timeliness, format and content of listing information. ALEC subscriber listings and information will be migrated as is upon a change of service provider.

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

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

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

IX. Nondiscriminatory Access to Telephone Numbers For ALEC Customers (47 U.S.C. § 251(b)(3) and § 271((c)(2)(B)(ix))

A. Non-Discriminatory Access. BellSouth currently serves as a North American Numbering Plan administrator for its territory. During the term of this Statement, and while BellSouth continues to serve as the numbering plan administrator, BellSouth ensures that ALECs, whether facilities-based or reseller have nondiscriminatory access to telephone numbers for assignment to their customers under the same terms that BellSouth has access to telephone numbers. BellSouth provides numbering resources pursuant to the Bellcore Guidelines regarding number assignment. An ALEC will be required to complete the NXX code application in accordance with Industry Carriers Compatibility Forum, Central Office Code Assignment Guidelines, ICCF 93-0729-010. BellSouth's procedures for providing access to telephone numbers in Georgia has been filed with the Commission.

B. Future Numbering Plan. When BellSouth is no longer the North American Numbering Plan administrator, BellSouth will comply with the final and nonappealable guidelines, plan or rules adopted pursuant to 47 U.S.C. § 251(e).

X. Nondiscriminatory Access to Signaling and Signaling Databases (47 U.S.C. §§ 251(c)(3), 252(d)(2) and 271(c)(2)(B)(x))

BellSouth provides nondiscriminatory access to signaling and signaling databases under the following terms:

A. Signaling and Signaling Databases. Signaling elements offered by BellSouth include signaling systems and databases. Signaling elements facilitate call routing and completion. BellSouth offers ALECs mediated access to BellSouth's signaling network and signaling databases on an unbundled basis. Available signaling elements include Signaling Links, Signal Transfer Points and Service Control Points.

1. Signaling Links. Signaling links are dedicated transmission paths carrying signaling messages between carrier switches and signaling networks. Signal Link Transport is a set of two or four dedicated 56 kbps transmission paths between ALEC designated Signaling Points of Interconnection that provide a diverse transmission path and cross connect to a BellSouth Signal Transfer Point. BellSouth will provide connections between a switch or Service Switching Point and a home Signal Transfer Point and connections between two Signal Transfer Point pairs in different company networks.

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

3. Service Control Points. Service Control Points ("SCPs") are databases that store and provide access and the ability to manipulate information required to offer particular services. BellSouth provides the following SCP databases on an unbundled basis:

a. Line Information Database. The line information database ("LIDB") is a SCP transaction-oriented database that contains records associated with subscriber line numbers and special billing numbers. ALECs may query BellSouth's LIDB to verify collect or third number billing calls. BellSouth will enter ALEC line information into its LIDB under the terms of the Line Information Database Storage Agreement attached as Attachment F. Entry of line information into LIDB will allow ALEC end users to participate in alternate billing arrangements such as collect or third number billed calls.

b. Toll Free Number Database. The Toll Free Number Database is an SCP that provides functionality necessary for toll free number service.

c. Automatic Location Identification/Data Management System. The Automatic Location Identification/Data Management System contains subscriber information used to route calls to the appropriate Public Safety Answering Point.

d. Advanced Intelligent Network. BellSouth offers ALECs access to its SCP-based Advanced Intelligent Network ("AIN") through BellSouth's Service Creation Environment and Service Management System ("SCE/SMS"). SCE/SMS access allows ALECs to provide AIN services from either BellSouth switches or their own. It also allows ALECs to create service applications using BellSouth's AIN service creation tools and to deploy those services using BellSouth's service management tools. ALECs will have the same access to SCE/SMS as BellSouth.

e. Selective Routing. Selective routing allows ALECs purchasing unbundled BellSouth local switching and reselling BellSouth local exchange service under Section XIV. to identify and selectively route subscriber calls from a BellSouth switch and BellSouth services to an ALEC's switch and services using the same digits dialed by BellSouth subscribers. In addition, calls may be selectively routed to BellSouth platforms allowing BellSouth to provide ALEC-branded services on behalf of the ALEC. This allows ALEC-branding of services such as operator, directory assistance or repair services. Selective routing is provided through the use of line class codes, which are subject to exhaustion.

B. Rates. Rates for BellSouth signaling services, including databases, are set out in Attachment A.

C. Ordering and Provisioning. BellSouth provides signaling and signaling database element ordering and provisioning services to ALECs that are equal to the ordering and provisioning services BellSouth provides itself, where technically feasible. Detailed guidelines for ordering and provisioning signaling and signaling database services are set out in the Local Interconnection and Facility Based Ordering Guide. See Section XV.

D. Quality of Network Elements. BellSouth provides ALECs with unbundled signaling and signaling database elements, and access to those elements, that is at least equal in quality to that which BellSouth provides itself, where technically feasible. Attachment C contains detailed service descriptions, technical requirements and quality measures applicable to ALEC access to BellSouth unbundled network elements including signaling and signaling databases.

E. Local Exchange Routing Guide. BellSouth will input the NXXs assigned to an ALEC into the Local Exchange Routing Guide ("LERG").

F. 800 Query Rates. Rates for an ALEC to use BellSouth's 800 database for query purposes only, are set out in Attachment A.

XI. Interim Service Provider Number Portability (47 U.S.C. §§ 251(b)(2) and 271(c)(2)(B)(xi))

Until an industry-wide permanent solution can be achieved, BellSouth provides interim Service Provider Number Portability that allows customers switching from BellSouth to an ALEC to retain the same telephone number(s) under the following terms:

- A. Service Provider Number Portability. Service Provider Number Portability ("Number Portability") is a service arrangement which allows an end user customer who switches service providers to keep the same telephone number. Number portability is available only within the same serving wire center.
- B. Quality of Service. BellSouth will provide number portability to ALECs and their customers with minimum impairment of functionality, quality, reliability and convenience.
- C. Methods of Providing Number Portability. Number portability is available through either remote call forwarding or direct inward dialing trunks, at the election of the ALEC. Remote call forwarding is an existing switch-based BellSouth service that redirects calls within the telephone network. Direct inward dialing trunks allow calls to be routed over a dedicated facility to the ALEC switch that serves the subscriber. SS7 Signaling is required for the provision of either of these services. Remote call forwarding and similar solutions may not be used to avoid intraLaATA toll charges. Detailed guidelines for the provision of number portability are set out in Attachment G.
- D. Rates. Rates for service provider number portability are set out in Attachment A.
- E. Ordering and Provisioning. Detailed guidelines for ordering and provisioning are set out in the Local Interconnection and Facility Based Ordering Guide. See Section XV.
- F. Permanent Solution. The FCC, the Commission and industry forums are working towards a permanent approach to providing service provider number portability. BellSouth will implement a permanent approach as developed and approved by the Commission, the FCC and industry forums.

XII. Dialing Parity (47 U.S.C. § 251(b)(3) and § 271(c)(2)(B)(xii))

BellSouth provides local dialing parity including the following:

- A. Local Dialing Parity. Local dialing parity means that ALEC customers will not have to dial any greater number of digits than BellSouth customers to complete the same call. In addition, ALEC local service customers will experience at least the same quality as BellSouth local service customers regarding post-dial delay, call completion rate and transmission quality.

XIII. Reciprocal Compensation (47 U.S.C. §252(d)(2) and §271(c)(2)(B)(xiii))

BellSouth provides reciprocal compensation under the following terms:

A. Mutual and Reciprocal Cost Recovery. BellSouth provides for the mutual and reciprocal recovery of the costs of transporting and terminating local calls on its and ALEC networks. BellSouth's charges for transport and termination of calls on its network are set out in Attachment A. These rates are cost-based.

XIV. BellSouth Retail Services Available for Resale (47 U.S.C. §§ 251(b)(1), 251(c)(4), 252(d)(3) and 271(c)(2)(B)(xiv))

BellSouth provides retail telecommunications services for resale by ALECs under the following terms:

A. Retail services. Retail telecommunications services ("retail services") are telecommunications services that BellSouth provides at retail to subscribers that are not telecommunications carriers. Retail services include grandfathered services, LinkUp/Lifeline services, contract service arrangements, and N11/911/E911 services.

B. Discounts. Retail services are available at discounts as ordered by the Commission. Discounts are set out in Attachment H. Discounts apply to intrastate tariffed service prices except that, pursuant to Commission directive, discounts do not apply to the following service:

1. Short-term Promotions. Retail promotions offered for ninety (90) days or less will not be discounted. Promotions of more than ninety (90) days will be made available for resale at the promotional rate minus the applicable wholesale discount.

Discounts are not applicable to non-tariffed services or products, taxes or other pass-through charges such as the federal subscriber line charge and similar charges not included in intrastate tariffs.

C. Compliance with Applicable Tariff Conditions. Retail services must be resold in compliance with the applicable terms and conditions of offering that are contained in BellSouth's existing retail tariffs. Pursuant to the Commission's orders, the following specific tariff conditions are applicable as described below:

1. Grandfathered Services. Grandfathered services are available for resale. These services may only be offered to subscribers who have already been grandfathered. These services may not be resold to a different group(s) or a new group(s) of subscribers.

2. Residential Services. Residential services may not be resold to non-residential subscribers.

3. LinkUp/Lifeline Services. LinkUp/Lifeline services are available for resale. These services may be resold only to subscribers who meet the criteria that BellSouth currently applies to subscribers of these services. ALECs must discount LinkUp/Lifeline services by at least the same percentage as that currently provided by BellSouth.

4. N11/911/E911. N11/911/E911 services, including state specific discount plans, are available for resale. BellSouth provides 911/E911 service to ALECs for resale in the same manner that it is provided in BellSouth's retail tariffs. BellSouth will enable an ALEC to have 911 call routing to the appropriate Public Safety Answering Point ("PSAP"), and shall provide and validate customer information to the PSAP. Resale must maintain the integrity of these services.

D. Quality of Resale Services. The services and service provisioning that BellSouth provides ALECs for resale will be at least equal in quality to that provided to BellSouth, or any BellSouth subsidiary, affiliate or end user. This will provide ALECs the capability to provide their customers with the same experience that BellSouth provides its own customers with respect to all local services. BellSouth will provide resellers with pre-service ordering, service ordering, service trouble reporting and repair, and daily usage data functionality that will enable a reseller to provide equivalent levels of customer service to its local exchange customers as BellSouth provides to its own end users. Performance measures are available as set out in Attachment L. See Section XVI. below.

E. Resale in Compliance with Telecommunications Act. Resale is subject to the interLATA joint marketing restriction contained in Section 271(e)(1) of the Act.

F. BellSouth Interaction with ALEC Customers. When interacting with ALEC resale customers on behalf of an ALEC, BellSouth employees will not market BellSouth services. BellSouth will provide parity in the treatment of ALEC customers with BellSouth customers. BellSouth will use generic leave behind cards with ALEC customers at no charge. BellSouth will use ALEC-branded leave behind cards provided that ALEC-branded leave behind cards are the same size as BellSouth cards, that the ALEC compensates BellSouth and does not hold BellSouth liable for leaving the incorrect card.

G. Transfer of BellSouth Customers. BellSouth will implement ALEC requests to disconnect the service of a BellSouth end user and transfer that customer's service to the ALEC. BellSouth will also implement requests directly from an end user for conversion of service from BellSouth to an ALEC or from one ALEC to another. BellSouth will notify affected ALECs that it has implemented such requests. In the case of a customer terminating service from an ALEC, BellSouth will notify the ALEC within twenty-four (24) hours. BellSouth will not require end user confirmation prior to transferring an end user's service. An ALEC must, however, provide proof of authorization upon request.

H. Unauthorized Transfer of Customer. If an unauthorized change in local service provider occurs, BellSouth will reestablish service with the appropriate local service

provider as requested by the end user and will assess the party responsible for initiating the change a Change Charge of \$19.41 per line or trunk for Residence or Business. The appropriate nonrecurring charges to reestablish the customer's service with the appropriate local service provider will also be assessed to the party responsible for the unauthorized change.

I. Primary Interexchange Carrier Selection. BellSouth will implement PIC change requests from interexchange carriers for ALEC local service subscribers only if requested to do so by the ALEC providing the subscriber's local service.

J. Notice of Changes Affecting Resold Services. BellSouth provides ALECs reselling BellSouth retail services with forth-five (45) days notice of price changes and a minimum of forty-five (45) days notice of changes to resold service(s). BellSouth will not be liable for modifying or withdrawing any retail service after notification to ALECs. BellSouth will notify ALECs of any such changes at the earliest possible time.

K. Customer of Record. The ALEC will be the customer of record for all retail services purchased from BellSouth. Except as specified in this Statement, BellSouth will take orders from, bill and expect payment from the ALEC for all services.

L. Single Point of Contact. The ALEC will be BellSouth's single point of contact for all retail services purchased, including all ordering activities and repair calls. For all repair requests, the ALEC must adhere to BellSouth's prescreening guidelines prior to referring troubles to BellSouth. BellSouth may bill the ALEC for troubles that are found not to be in the BellSouth network. BellSouth will have no other contact with ALEC end users, except as provided herein.

M. Detailed Guidelines for Ordering, Provisioning and Billing. Detailed guidelines for ordering, provisioning and billing of resold services are contained in the Resale Ordering Guide. See Section XV.

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

O. Maintenance of BellSouth Facilities and Equipment. BellSouth facilities and equipment used to provide ALEC-resold services will be maintained by BellSouth. An ALEC or its end users may not rearrange, move, disconnect or attempt to repair any BellSouth facilities or equipment, other than by connection or disconnection to any interface means used, without the written consent of BellSouth.

P. Billing and Collection. This Statement does not provide for billing and collection services. ALEC requests for billing and collection services should be referred to the appropriate entity or operational group within BellSouth.

Q. Discontinuing ALEC End User Service. BellSouth will discontinue service provided to ALEC resale end user customers as follows:

1. Where possible, BellSouth will deny service to an ALEC's end user on behalf of, and at the request of, the ALEC. Upon restoration of the end user's service, restoral charges will apply and will be the responsibility of the ALEC.
2. At the request of an ALEC, BellSouth will disconnect an ALEC end user customer.
3. ALEC requests for denial or disconnection of an end user for nonpayment must be in writing.
4. An ALEC is solely responsible for notifying the end user of the proposed service disconnection.
5. BellSouth will continue to process calls made to the Annoyance Call Center and will advise an ALEC when it is determined that annoyance calls are originated from one of their end user's locations. BellSouth shall be indemnified, defended and held harmless by the ALEC and/or the end user against any claim, loss or damage arising from providing this information to the ALEC. It is the responsibility of the ALEC to take the corrective action necessary with its customers who make annoying calls. Failure to do so will result in BellSouth's disconnecting the end user's service.

R. Discontinuing Service to an ALEC. The procedures for discontinuing service to an ALEC are as follows:

1. BellSouth reserves the right to suspend or terminate service for nonpayment or in the event of prohibited, unlawful or improper use of BellSouth facilities or service or any other violation or noncompliance by an ALEC of the rules and regulations contained in BellSouth's tariffs.
2. If payment of account is not received by the bill day in the month after the original bill day, BellSouth may provide written notice to the ALEC that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. If BellSouth does not refuse additional applications for service on the date specified in the notice and the ALEC's noncompliance continues, nothing contained herein shall preclude BellSouth's right to refuse additional applications for service without further notice.

3. If payment of the account is not received or arrangements made by the bill day in the second consecutive month, the account will be considered in default and will be subject to denial or disconnection, or both.

4. - If the ALEC fails to comply with the provisions of this Statement, including any payments to be made by it on the dates and times specified, BellSouth may, on thirty days written notice to the person designated by the ALEC to receive notices of noncompliance, discontinue the provision of existing services to the ALEC at any time thereafter. In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due. If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice and the ALEC's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to the ALEC without further notice.

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

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

S. Deposits. BellSouth may require an ALEC to make a deposit when purchasing services for resale purposes to be held by BellSouth as a guarantee of the payment of rates and charges. Any such deposit may be held during the continuance of the service and may not exceed two month's estimated billing. The fact that a deposit has been made in no way relieves the ALEC from the prompt payment of bills on presentation, nor does it constitute a waiver or modification of the regular practices of BellSouth providing for the discontinuance of service for non-payment of any sums due BellSouth. In the event that an ALEC defaults on its account, service to the ALEC will be terminated and any deposits held will be applied to its account. In the case of a cash deposit, interest at the rate of six percent per annum shall be paid to the ALEC during the continuance of the deposit. Interest on a deposit shall accrue annually and, if requested, shall be annually credited to the ALEC by the accrual date.

XV. Ordering Guides and Collocation Handbook

A. Ordering Guides and Collocation Handbook. BellSouth provides detailed administrative information and procedures for ordering facilities and services under this Statement in three separate manuals attached to and incorporated in this Statement. The day-to-day administrative information and procedures set out in these manuals are intended to ensure that ALECs understand how to order BellSouth unbundled network elements, resale services and other facilities and services set out in this Statement on a day-to-day basis. The manuals will be up-dated to conform to ALEC needs, systems developments and changes to and improvements in administrative procedures upon reasonable notice to the Commission and the parties utilizing this Statement. Changes to the manuals will not affect BellSouth's commitments, set out in this Statement, to treat ALECs in a non-discriminatory manner. ALECs that wish to cement in place a particular administrative approach set out in a manual may pursue that request under the bona fide request process.

1. Local Interconnection and Facility Based Ordering Guide. This manual sets out current order forms, ordering procedures and processes, contact names and other information to assist in ordering interconnection and facilities from BellSouth.

2. Resale Ordering Guide. This manual sets out current order forms, ordering procedures and processes, contact names and other information to assist in ordering resale services from BellSouth.

3. Handbook for Collocation. This manual sets out current processes and procedures, contact names and other information to assist in ordering collocation arrangements from BellSouth.

XVI. Performance Measures

A. Performance Measures. BellSouth provides ALECs with various performance measures as set out in Attachment I. Each category includes measures that focus on timeliness, accuracy and quality. These measures provide ALECs information and performance targets that provide one method for ALECs to evaluate BellSouth's performance in delivering unbundled network elements and other facilities and services ordered under this Statement. Attachment L makes performance measures and underlying information reports available in five areas: (1) Provisioning; (2) Maintenance; (3) Billing (Data Usage and Data Carrier); (4) Databases, and (5) Account Maintenance.

B. Additional Measures. Additional performance measures and reports may be developed through the bona fide request process described in Attachment B.

XVII. Network Design and Management (47 U.S.C. § 251(c)(5))

- A. Network Management and Changes. BellSouth will work cooperatively with an ALEC to install and maintain reliable interconnected telecommunications networks, including but not limited to, maintenance contact numbers and escalation procedures. BellSouth agrees to provide public notice of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.
- B. Interconnection Standards. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria.
- C. Network Management Controls. BellSouth will work cooperatively with an ALEC to apply sound network management principles by invoking appropriate network management controls, *e.g.*, call gapping, to alleviate or prevent network congestion.
- D. Common Channel Signaling. BellSouth will provide LEC-to-LEC Common Channel Signaling ("CCS") to an ALEC, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All CCS signaling parameters will be provided, including automatic number identification ("ANI"), originating line information ("OLI") calling company category, charge number, etc. All privacy indicators will be honored, and BellSouth will cooperate with an ALEC on the exchange of Transactional Capabilities Application Part ("TCAP") messages to facilitate full interoperability of CCS-based features between the respective networks.
- E. Network Expansion. For network expansion, BellSouth will review engineering requirements with each ALEC on a quarterly basis and establish forecasts for trunk utilization. New trunk groups will be implemented as stated by engineering requirements for both parties.
- F. Call Information. BellSouth will provide an ALEC with the proper call information, *i.e.*, originated call company number and destination call company number, CIC, and OZZ, including all proper translations for routing between networks and any information necessary for billing where BellSouth provides recording capabilities. The exchange of information is required to enable each company to bill properly.

XVIII. Taxes

- A. Definition. For purposes of this Section 15, the terms "taxes" and "fees" shall include but not limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise)

imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments therefore, excluding any taxes levied on income.

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

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

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

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.
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 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.
3. If the purchasing party determines that in its opinion any such taxes or fees are not payable, the providing party shall not bill such taxes or fees to the purchasing party if the purchasing party provides written certification, reasonably satisfactory to the providing party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefor, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing party has determined and certified not to be payable, or any such tax or fee that was not billed by the providing party, the purchasing party may contest the same in good faith, at its own expense. In any such contest, the purchasing party shall promptly furnish the providing party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing party and the taxing authority.
4. In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing party during the pendency of such contest, the purchasing party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

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.

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

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.

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

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.

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.

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

4. In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing party during the pendency of

such contest, the purchasing party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

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.

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

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.

E. 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.

XIX. Auditing Procedures

A. Audits. On thirty (30) days written notice, each company must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. BellSouth and the ALEC shall retain records of call detail for a minimum of nine months from which a PLU can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the company being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditor paid for by the company requesting the audit. The PLU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, to the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit. If, as a result of an audit, either company is found to have overstated the PLU by twenty percentage points (20%) or more, that company shall reimburse the auditing company for the cost of the audit.

B. Percentage Interstate Usage. For combined interstate and intrastate ALEC traffic terminated by BellSouth over the same facilities, an ALEC will be required to provide a projected Percentage Interstate Usage ("PIU")³ to BellSouth. All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in BellSouth's Intrastate Access Services Tariff will apply to the ALEC. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU factor will be used for application and billing of local interconnection and intrastate toll access charges.

C. ALEC Resale Audit. BellSouth reserves the right to periodically audit services purchased by an ALEC for the purposes of resale to confirm that such services are being utilized in conformity with this Statement and BellSouth's tariffs. The ALEC will be required to make any and all records available to BellSouth or its auditors on a timely basis. BellSouth shall bear the cost of said audit that shall not occur more than once in a calendar year. If the audit determines that the services are being utilized in violation of this Statement or BellSouth's tariffs, the ALEC shall be notified and billing for the service will be immediately changed to conform with this Statement and BellSouth's tariffs. Service charges, back billing and interest may be applied.

XX. Liability and Indemnification

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

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

C. Mutual Limitation of Liability. BellSouth and an ALEC shall limit the liability of each other to the customers of the other to the greatest extent permissible by law. Each company is required to include in its local switched service tariff if it files one, or in an appropriate document that is binding on its customers if it does not file a local service tariff, a limitation of liability for damages by its customers that covers each company as a provider of a portion of an end user service to the same extent as each company limits its own liability to its customers.

D. No Liability for Certain Damage. Neither BellSouth nor an ALEC shall be liable for damages to the other's terminal location, POI or other company's customers' premises resulting from the furnishing of a service, including, but not limited to, the installation and

³Percent of Interstate Usage (PIU) is defined as a factor to be applied to terminating access services minutes of use to obtain those minutes that should be rated as interstate access services minutes of use. The numerator includes all interstate "nonintermediary" minutes of use, including interstate minutes of use that are forwarded due to service provider number portability less any interstate minutes of use for Terminating Company Pays services, such as 800 Services. The denominator includes all "nonintermediary", local, interstate, intrastate, toll and access minutes of use adjusted for service provider number portability less all minutes attributable to terminating company pays services.

removal of equipment or associated wiring, except to the extent caused by a company's negligence or willful misconduct or by a company's failure to properly ground a local loop after disconnection.

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

F. No liability for Certain Inaccurate Data. Neither BellSouth nor an ALEC assumes any liability for the accuracy of data provided by one company to the other and each company agrees to indemnify and hold harmless the other for any claim, action, cause of action, damage, or injury that might result from the supply of inaccurate data in conjunction with the provision of any service provided pursuant to this Statement.

XXI. Intellectual Property Rights and Indemnification

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

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

C. Indemnification. The party providing a service pursuant to this Agreement will defend the party receiving such service or data provided as a result of such service against claims of infringement arising solely from the use by the receiving party of such service and will indemnify the receiving party for any damages awarded based solely on such claims in accordance with Section 11 of this Agreement.

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

(i) modify or replace the applicable facilities or equipment (including software) while maintaining form and function, or (ii) obtain a license sufficient to allow such use to continue. In the event (i) or (ii) are commercially unreasonable, then said party may, (iii) terminate, upon reasonable notice, this contract with respect to use of, or services provided through use of, the affected facilities or equipment (including software), but solely to the extent required to avoid the infringement claim.

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

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

XXII. Treatment of Proprietary and Confidential Information

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

protect Information received as they would use to protect their own confidential and proprietary Information.

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

XXIII. Notices

A. Notices in Writing. Every notice, consent, approval, or other communications required or contemplated by this Statement shall be in writing and shall be delivered in person or given by postage prepaid mail to such address as the intended recipient previously shall have designated by written notice to the other party.

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