

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Complaint of Sprint Communications)
 Company Limited Partnership, d/b/a)
 Sprint, and Sprint Metropolitan Networks,)
 Inc., Against BellSouth Telecommunica-)
 tions, Inc.)

DOCKET NO. 971314-TP

Filed: October 10, 1997

COMPLAINT

Come now Sprint Communications Company Limited Partnership ("Sprint") and Sprint Metropolitan Networks, Inc. ("SMNI")¹, (collectively "Sprint/SMNI" or "Complainants"), pursuant to Rule 25-22.036, Florida Administrative Code, and hereby file this Complaint against BellSouth Telecommunications, Inc. ("BellSouth").

The Parties

1. Sprint, a Delaware limited partnership, is authorized by the Florida Public Service Commission ("Commission") to provide alternative local exchange and interexchange telecommunications services in the State of Florida. Sprint's business address is:

Sprint Communications Company Limited Partnership
 3100 Cumberland Circle - Mailstop GAATLN0802
 Atlanta, Georgia 30339

2. SMNI is a Florida corporation authorized by the Commission to provide alternative local exchange telecommunications service in the State of Florida. SMNI's business address is:

Sprint Metropolitan Networks, Inc.
 151 Southhall Lane, Suite 400
 Maitland, Florida 32751

¹ By letter dated September 30, 1997, SMNI and Sprint requested that the Florida Public Service Commission approve the transfer of SMNI's ALEC certificate No. 4390 to Sprint. See Exhibit "S" attached to this Complaint.

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3. BellSouth is a Georgia corporation authorized by the Commission to provide local exchange and intra-LATA interexchange service in the State of Florida. BellSouth's business address is:

BellSouth Telecommunications, Inc.
150 South Monroe Street, Room 400
Tallahassee, Florida 32301

Introduction

4. As an early provider of competitive local exchange service in Florida, SMNI was one of the first competitors to request unbundled loops from BellSouth. SMNI began ordering and provisioning unbundled loops from BellSouth in May 1996 and, since that time, has experienced numerous delays in provisioning that continue to this date, 17 months later. In addition, BellSouth has been responsible for a number of service interruptions to SMNI customers prior to scheduled cutovers from BellSouth service to SMNI service. BellSouth technicians also have had numerous problems in implementing the remote call forwarding necessary to allow new SMNI customers to retain their "old" BellSouth telephone numbers. BellSouth's failure to properly provision local number portability has resulted in incoming callers to SMNI customers either receiving a disconnect message or experiencing endless ringing. This problem critically impacts business customers who rely on telephone service to conduct their daily business activities. BellSouth's continuing failure to provision unbundled loops and to implement remote call forwarding in an accurate and timely manner without service interruptions jeopardizes the ability of SMNI to attract and retain customers.

5. This matter has received attention at the highest management levels of both companies. Nonetheless, despite the executive attention devoted to these matters, SMNI continues to experience problems that impair its ability to enter the local exchange market in Florida on a broader scale because of the resulting increased customer acquisition costs and negative impact on the Sprint brand name. Therefore, Sprint and SMNI file this complaint and allege as follows:

- (A) BellSouth has failed to provide firm order confirmation in a timely and accurate manner to enable SMNI to install service at intervals comparable to what BellSouth provides to its retail customers;
- (B) BellSouth has failed to identify provisioning problems in a timely manner to enable SMNI to meet customer desired due dates consistent with the service provided by BellSouth to its retail customers;
- (C) BellSouth has disconnected customers seeking to migrate to SMNI service prior to the designated cutover date; and
- (D) BellSouth has caused service interruptions to SMNI customers. These service interruptions have resulted in SMNI customers being unable to receive incoming calls and in some cases have also resulted in SMNI customers being unable to make outgoing calls.

As an Alternative Local Exchange Company ("ALEC"), Complainants are in the position of relying on an existing monopoly provider as its dominant supplier of end user access facilities, such as unbundled loops. Intervention by the Commission is necessary to establish performance and service quality standards for the incumbent's wholesale operations in order to ensure that BellSouth cannot, either intentionally or negligently, provide service to SMNI in a manner contrary to the clear purpose and intent of the applicable state and federal laws, rules and regulations, thereby resulting in customer perception that SMNI service is inferior to that provided by BellSouth's retail unit.

Jurisdiction

6. The Commission has statutory powers and jurisdiction over, and in relation to, telecommunications companies. This includes jurisdiction over BellSouth, the defendant in this Complaint. F.S.A. Sec. 364.01.

7. The Commission has exclusive jurisdiction in all matters set forth in Chapter 364 of the Florida Statutes, in regulating telecommunications companies, in order to: (F.S.A. Sec. 364.01(2))

(1) Promote competition by encouraging new entrants into telecommunications markets; F.S.A. Sec. 364.01(4)(d)

(2) Ensure that all providers of telecommunications services are treated fairly, by preventing anticompetitive behavior and eliminating unnecessary regulatory restraint. F.S.A. Sec. 364.01(4)(g).

(3) Encourage competition through flexible regulatory treatment among providers of telecommunications services in order to ensure the availability of the widest possible range of consumer choice in the provision of all telecommunications services. F.S.A. Sec. 364.01(4)(b).

8. Sections 251 and 252 of The Telecommunications Act of 1996 contain specific provisions providing requirements of Incumbent Local Exchange Companies ("ILECS") in the provision of interconnection to competing local providers. Specifically, Section 252(c)(2)(C) provides that ILECs have the duty to provide, for the facilities and equipment of any requesting telecommunications carrier, interconnection with the local exchange carrier's network that is at least equal in quality to that provided by the local exchange carrier to itself or to any subsidiary, affiliate, or any other party to which the carrier provides interconnection.

9. The Commission has authority under Sections 251 and 252 of the Telecommunications Act of 1996 to approve and enforce interconnection agreements negotiated between ILECs and ALECs.²

Background

10. On January 29, 1996, SMNI and BellSouth signed a stipulation and agreement to establish interim rates, terms and conditions for local interconnection. On April 18, 1996, SMNI signed an operational letter with BellSouth to facilitate implementation of the exchange of traffic between SMNI and BellSouth. A copy of the operational letter is attached as Exhibit "A" to this Complaint.

11. In May, 1996, SMNI placed its first test orders for unbundled loops with BellSouth. In July, 1996, Sprint begins actively marketing its competitive local telephone service of business customers.

12. In August, 1996, SMNI begins to experience provisioning problems with BellSouth. Examples of these problems included: (1) BellSouth fails to acknowledge

² Iowa Utilities Board vs. Federal Communications Commission, 120 F.3d 753 (8th Cir. 1997)
Part D. of the opinion)

receipt of faxed orders; (2) BellSouth fails to notify SMNI of errors on orders; (3) BellSouth fails to provide Firm Order Confirmation ("FOC") receipt within 48 hours; (4) BellSouth lines are not properly identified at the customer location; (5) BellSouth refuses to dispatch technicians during cutovers until problems occur; (6) customers are taken out of service in error if cutovers are postponed; i.e., when there are delays in cutovers to the new service BellSouth is unable to stop its own disconnect processes and customers are taken out of service, and (7) multiple provisioning problems result in lengthy installation intervals, sometimes in the 30-60 day range.

13. In September 1996, SMNI personnel attempt to resolve these provisioning problems with their operational counterparts at BellSouth.

14. Problems continue throughout October 1996. These still unresolved issues are escalated to the BellSouth account team. SMNI submits an "Issues List", Exhibit "B" attached to this Complaint, to the BellSouth order center and account team concerning ordering and installation problems encountered.

15. In November 1996, personnel from SMNI again meet with the BellSouth account team to further discuss ongoing issues. The BellSouth account team responds with a plan to resolve operational issues and to have all pending orders completed by December 31, 1996.

16. During December 1996, SMNI continues to experience operational problems in its interfaces with BellSouth. Once again these problems are escalated to the BellSouth account team.

17. By January 1997, BellSouth has accumulated a considerable order backlog in spite of its commitment to have pending orders completed by December 31, 1996. BellSouth commits to resolve the backlog problems by January 31, 1997.

18. In an effort to improve its service to SMNI, BellSouth transitions its support of interconnection activities to the account team that works with Sprint's long distance operations.

19. In February 1997, problems continue and are escalated to the BellSouth account team leader. A letter is received indicating that the source of the immediate problem was resolved and reiterating BellSouth's commitment to improvement.

20. On March 13, 1997, SMNI and BellSouth entered into an interconnection agreement, effective retroactively to January 1, 1997. This agreement was submitted to the Commission for approval on July 8, 1997 and was approved on September 23, 1997. A copy of the interconnection agreement between SMNI and BellSouth, as approved by the Commission, is attached as Exhibit "C" to this Complaint.¹

21. BellSouth has violated, and is in breach of, certain provisions of the Interconnection Agreement as approved by the Commission. Section XXV of the Interconnection Agreement, Exhibit "C", expressly provides that SMNI may seek relief from this Commission to remedy BellSouth's breach of the agreement.

22. SMNI is attempting to operate as an ALEC in the State of Florida, under the terms of its interconnection agreement with BellSouth. As will be shown herein, BellSouth is in breach of the interconnection agreement, in violation of the cited provisions of the Telecommunications Act of 1996, and has failed to honor certain of its commitments to SMNI. In its efforts to compete in the local exchange market in Florida, SMNI has relied upon BellSouth's representation that it would be in compliance with the terms and conditions of the Interconnection Agreement, the Telecommunications Act of 1996 and the rules thereunder as promulgated by the Federal Communications Commission ("FCC"), and the commitments made by BellSouth to SMNI. BellSouth's failure to comply is hindering and impeding SMNI in its efforts to provide competitive telecommunications services to the consumers of Florida. Commission involvement will be required in this matter if SMNI is to compete in the local exchange market in Florida. Accordingly, the Commission's determination in this matter will affect the substantial interests of the Complainants.

Count One

BellSouth Has Failed to Provide Firm Order Confirmation ("FOC") in a Timely and Accurate Manner

23. Complainants incorporate by reference, as if fully set forth herein, the allegations contained in paragraphs 1-22.

¹ Docket No. 970833-TP.

24. SMNI orders unbundled loops from BellSouth by submitting Access Service Requests ("ASR") via a mechanized system provided by BellSouth called EXACT.⁴ An ASR contains a Purchase Order Number ("PON"), the specific features ordered, the location, type of service, quantity of loops, and the requested installation date. Upon receipt of the ASR through the EXACT electronic interface, BellSouth has committed to issue within 48-hours a FOC confirming to SMNI it has received the ASR and that it can or cannot meet the desired due date for service.

25. BellSouth has repeatedly failed to return FOC's within 48-hours of order receipt as has been committed to SMNI by BellSouth's account team. SMNI personnel must expend significant time repeatedly calling BellSouth to check on the status of FOC's. The necessity for manual intervention significantly increases SMNI's costs, particularly its acquisition costs on a per customer basis. By failing to provide SMNI a FOC in a timely manner, BellSouth makes it impossible for SMNI to confirm to its customers that it can meet their desired due dates. As a result, SMNI's reputation for service comparable to BellSouth is severely damaged.

26. Almost a year after it began testing with BellSouth, Sprint still was not receiving FOC's within 48-hours. In a letter dated April 18, 1997, Exhibit "D", attached to this Complaint, Ms. Melissa Cloz, Sprint's director Local Market Development, expressed her concerns regarding BellSouth's failure to meet the 48-hour FOC commitment to Carol Jarman, Assistant Vice President-BellSouth, who is leader of the Sprint account team. In a letter dated April 25, 1997, Exhibit "E", attached to this Complaint, Ms. Jarman responded that BellSouth was adding resources to meet the 48-hour FOC commitment. As indicated in Ms. Jarman's letter of April 25, 1997, BellSouth suggested that the transition to EXACT would reduce some of the processing delays experienced by SMNI. However, notwithstanding the transition to EXACT, SMNI continued to experience missed due dates.

27. On May 1, 1997, Mr. George Head, Sprint's Vice President-Local market Integration, wrote to BellSouth's Mr. Joe Baker, Vice President-Interconnection Sales, to express his concerns regarding Ms. Jarman's April 25, 1997 letter. Mr. Head

⁴ This electronic transmission medium was introduced to SMNI in May, 1997, by the BellSouth Account

emphasized that SMNI did not consider the 48-hour interval for FOC return after receipt of an ASR to be an acceptable interpretation of the SMNI Interconnection Agreement, which provides that "BellSouth must establish and adhere to competitive intervals for the delivery of FOCs." Mr. Head noted that even in a manual environment, a 24-hour turnaround is readily achievable.⁵ A copy of Mr. Head's May 1, 1997, letter is attached as Exhibit "F" to this Complaint.

28. In a May 5, 1997 letter to Sprint's George Head, Exhibit "G" attached to this Complaint, BellSouth's Joe Baker discussed several actions being taken by BellSouth to improve its service to SMNI and confirmed, once again, BellSouth's commitment to meeting the 48-hour interval for returning FOCs.

29. On June 24, 1997, at Sprint's request, Sprint and BellSouth met at BellSouth's Birmingham, Alabama offices to discuss current process improvement procedures being implemented by BellSouth to meet its obligations to provide timely and accurate FOCs to SMNI. BellSouth once again expressed commitment to meet its obligations to SMNI.

30. BellSouth's service being provided to SMNI under the Interconnection Agreement is not only violative of the terms and conditions of the agreement but are clearly inferior to that service being provided to BellSouth's end users.

31. BellSouth's 48-hour commitment presumably is designed to allow the ALEC to comply with the quality of service standards established for retail obligations as set forth in the Florida Administrative Regulations applicable to telephone companies. That regulation provides:

- (2) Where central office and outside plant facilities are readily available, at least 90 percent of all requests for primary service in

Team assigned to Sprint and SMNI as ALEC customers.

⁵ SMNI has been operating under the Interconnection Agreement attached as Exhibit "C". The incidents referenced in this complaint took place while this agreement was in effect. That agreement was approved by the Commission on September 23, 1997. Sprint has a separate agreement with BellSouth which was the result of negotiation and arbitration. The Commission arbitrated the issues of time frames for the return of FOCs in the Sprint agreement. The Commission issued a ruling that is incorporated in Section 28.6.3 of the Sprint/BellSouth Interconnection Agreement, which states that "BellSouth agrees to enter the service order promptly on receipt and provide Firm Order Confirmation ("FOC") within four (4) hours of receipt of a correct Local Service Request. For services requiring a manual FOC, BellSouth will provide the FOC within 24-hours of receipt of a correct LSR."

any calendar month shall normally be satisfied in each exchange or service center within an interval of three working days....

32. Even if SMNI, as an ALEC, is not subject to Commission quality of service standards as a matter of law, as a practical matter SMNI will continue to be judged by these criteria because this is what the public has come to expect, if not demand, from local telephone companies.

33. In addition to being far inferior to the service expected by retail customers, BellSouth's service is also inferior to what it agreed to provide SMNI in the Interconnection Agreement signed on March 13, 1997, and retroactively effective to January 1, 1997. Relevant portions of the Interconnection Agreement are reproduced and highlighted below:

Section IV.D.1 of the Interconnection Agreement states:

Installation intervals for service established via unbundled loops will be handled in the same timeframe as BellSouth provides services to its own customers, as measured from date of customer order to date of customer delivery. BellSouth will make best efforts to install unbundled loops and other network elements by the Customer Desired Due Date ("CDDD") where facilities permit. [Emphasis added.]

Section V.E.6 of the Interconnection Agreement states:

BellSouth will establish and adhere to competitive intervals for the delivery of FOCs, DLRs and facilities. Such intervals need to ensure that facilitates are provisioned in time frames and according to standards that meet or exceed those that BellSouth provides to itself for its own network and end users. Intervals should not exceed the Customer Designated Date ("CDDD"). [Emphasis added.]

34. The Interconnection Agreement clearly provides that BellSouth will establish and adhere to competitive intervals for the delivery of FOCs and that the intervals will meet or exceed those that BellSouth provides to itself.

35. Despite all of the meetings and correspondence exchanged between SMNI and BellSouth, SMNI continues to experience problems in obtaining timely and accurate FOCs.

36. Attached as Exhibit "H" is a chart showing data compiled since April 1997 showing late FOCs. It is noteworthy that, as recently as August 1997, in a seven day period between August 15 and 22, 1997, when SMNI submitted only eight ASRs to BellSouth, only half were confirmed by BellSouth with a FOC within 48-hours. Three FOC's were received 72-hours later and the fourth eight days later.

37. In April 1997, 95 percent of the FOC's returned from BellSouth were received by SMNI beyond the 48-hour commitment. In May 1997, 50 percent did not meet the 48-hour commitment. In June, 73 percent did not meet the commitment. In July, 40 percent were late and in August, 46 percent were late. In September, 42 percent did not meet the 48 hour commitment.

38. It is obvious to SMNI and to its customers that installation intervals are not "being handled in the same time frame as BellSouth provides to its own retail customers," in accordance with Section IV.D.1 of the contract. BellSouth is not "adhering to competitive intervals for the delivery of FOC's" and "facilities are not being provisioned in time frames that meet or exceed those that BellSouth provides for its own network and end-users," as BellSouth has agreed to provide in Section IV.D.1 and V.E.6 of the Interconnection Agreement.

39. SMNI believes that the Commission should institute performance measurements and service quality standards governing the provisioning of wholesale service to enable ALECs to provide service that is equal in quality to the service consumers have come to expect from local telephone companies.

40. This poor performance by BellSouth in the ordering and provisioning environment has caused SMNI to halt further market expansion plans until BellSouth demonstrates it can provide wholesale service that enables SMNI to provide quality service to its customers.

Count Two:

BellSouth has Failed to Identify Provisioning Problems In a Timely Manner to Enable SMNI to Meet Customer Due Dates Consistent with the Service Provided by BellSouth To its Retail Customers.

41. Complainants incorporate by reference, as if fully set forth herein, the allegations contained in paragraphs 1-40

42. BellSouth has repeatedly failed to notify SMNI in a timely manner of facilities issues which prevent SMNI from meeting its customer's desired due date. BellSouth's failure to notify SMNI of the facilities issues in a timely manner prevents SMNI from notifying its customers of a due date change until after the customers have scheduled other work activities around the original due date.

43. Exhibit "I" indicates instances in the April-September time period which are representative of those situations where BellSouth failed to identify sites where facilities upgrades had to be completed prior to installation of the services requested by the customer. When BellSouth notified Sprint of these facilities problems at the last minute SMNI had to contact its customers to tell them that installation of SMNI service would be delayed. These incidents caused Sprint to appear inept and unresponsive to its customers.

44. BellSouth has been haphazard in its notification to SMNI of facilities problems affecting the provisioning of orders. This conduct would not be tolerated in its provision of service to its retail customers and should not be tolerated in the provision of service to wholesale customers. Section 25-4.066 of the General Service Provisions applicable to telephone companies addresses the topic of provision of service where facilities are not available.

(5) Where facility additions are required to make service available, the applicant shall be further advised as to the circumstances and conditions under which service will be provided and as soon as practicable an estimated date when service will be furnished. [Emphasis added.]

45. BellSouth's failure to identify facilities problems on a timely basis also is in contravention of the Interconnection Agreement.

Section IV.B.5 of the Interconnection Agreement states:

BellSouth shall provide SMNI access to its unbundled loops at each of BellSouth's Wire Centers. In addition, if SMNI requests one or more loops serviced by Integrated Digital Loop Carrier or Remote Switching technology deployed as a loop concentrator, BellSouth shall, where available, move the requested loop(s) to a spare, existing physical loop. If, however, no spare physical loop is available, BellSouth shall, within forty-eight (48) hours of SMNI's request, notify SMNI of the lack of available facilities. SMNI may then, at its discretion, make a network element request for BellSouth to provide the unbundled loop through the demultiplexing of the integrated digitized loop(s). [Emphasis added.]

Section IV.C.8 of the Interconnection Agreement states:

BellSouth shall exercise best efforts to provide SMNI with the "real time" ability to schedule installation appointments with the customer on-line and access to BellSouth's schedule availability beginning in the second calendar quarter of 1997. In the interim, BellSouth will make best effort(s) to install unbundled loops and other network elements by the Customer Desired Due Date ("CDDD") where facilities permit. [Emphasis added.]

Section IV.D.1 of the Interconnection Agreement states:

Installation intervals for service established via unbundled loops will be handled in the same timeframe as BellSouth provides services to its own customers, as measured from date of customer order to date of customer delivery. BellSouth will make best effort to install unbundled loops and other network elements by the Customer Desired Due Date ("CDDD"). [Emphasis added.]

Section IV.F.1 of the Interconnection Agreement states:

BellSouth shall provide SMNI with information sufficient to determine an end user's existing service and feature configurations.

Section V.E.6 of the Interconnection Agreement states:

BellSouth will establish and adhere to competitive intervals for the delivery of FOCs, DLRs and facilities. Such intervals need to ensure that facilities are provisioned in time frames and according to standards that meet or exceed those that BellSouth provides to itself for its own network

and end users. Intervals should not exceed the Customer Designated Date ("CDDD"). [Emphasis added.]

46. Although Section IV.B.5 of the Interconnection Agreement provides that BellSouth will identify the facilities available to prospective SMNI customers, on several recent occasions BellSouth has not reported to SMNI that facilities were not available until the day before the customer desired due date, subsequent to issuance of the FOC.

47. The issue of provisioning problems which impact SMNI's ability to meet customer desired due dates has been raised to BellSouth through conference calls as well as in writing as demonstrated by the letter sent by Ms. Cloz on April 18, 1997, referenced previously and attached as Exhibit "E." On May 19, 1997, Ms. Cloz sent another letter to BellSouth addressing this topic. See Exhibit "J." attached to this Complaint. The following examples indicate that BellSouth continues to fail to make timely reports of facilities problems resulting in missed due dates by SMNI.

48. On August 1, 1997, SMNI used BellSouth's EXACT interface and submitted an ASR for a DS1 with a customer desired due date of August 11, 1997. A week later on Friday, August 8, BellSouth notified SMNI that facilities were not available for the scheduled cutover on the next business day, Monday, August 11, 1997. The customer was finally migrated to SMNI service on Friday, August 15, 1997.

49. On August 8, 1997, SMNI used BellSouth's EXACT interface and submitted an ASR for unbundled local loops with a Customer Desired Due Date ("CDDD") of August 15, 1997. SMNI received verbal FOC on August 13, 1997. On August 14, one day prior to the scheduled service migration and one day after FOC had been verbally communicated to SMNI by BellSouth, BellSouth notified SMNI of the unavailability of facilities. The unbundled local loops were finally installed on August 22, 1997. BellSouth continues to indicate it is capable of provisioning an order when in reality BellSouth has issued a FOC without confirming that facilities are available to fulfill the customer's requested service order.

50. Another incident involving a facilities problem occurred relating to an order dated August 8, 1997, when SMNI submitted an ASR for a DS1 with a CDDD of August 15 using the EXACT interface. SMNI received a verbal FOC on August 13.

1997. On August 14, one day prior to the scheduled service migration and one day after receiving a verbal FOC, BellSouth notified SMNI of a facilities problem. The DS1 was finally installed on August 26, 1997, seven business days late. If the facilities problems had been properly identified, BellSouth would not have given SMNI the verbal FOC on August 13, 1997.

51. During the week of August 15-22, 1997, on three occasions BellSouth failed to notify SMNI of lack of facilities until the day of or the day prior to the due date. In each case, the SMNI customer had scheduled other vendors as well as internal employees to meet the due date. The late notification increased the customers' costs of conversion.

52. In addition to failing to identify facilities needed to provision an order until after FOC has been sent, BellSouth has been reluctant to provision SMNI orders where certain network equipment configurations exist within BellSouth physical facility network. This happened in the case of SMNI customer, Collegiate Village Inn ("Collegiate"). The delays experienced by Collegiate caused inconvenience to the customer and harm to SMNI's reputation.

53. Attached to this Complaint, as Exhibit "R", is the affidavit of George Pegram, general manager of Collegiate. Collegiate is a private dormitory housing students attending the University of Central Florida. The conversion from BellSouth to SMNI local service was to occur during Spring break in mid-March to minimize inconvenience to the dormitory residents. The conversion did not take place until May 1. BellSouth had provisioned its local service to Collegiate using network equipment configured as a Digital Access Cross-Connect mapped Integrated Subscriber Line Concentrator ("DAC'S mapped Integrated SLC"). This equipment is used to maximize usage of the physical facilities extending to customer premises. When SMNI won the customer, it placed orders for Unbundled Network Elements ("UNEs") and requested that the same facilities be used in provisioning Sprint's service to Collegiate. BellSouth told SMNI that its automated systems were unable to process, assign and work the orders meaning that their systems and processes did not support reuse of the existing facilities. Although BellSouth technicians were able to understand the SMNI service request and

were able to manually perform the functions necessary to properly complete the SMNI service request, BellSouth was reluctant to process the order for Collegiate, because it might "set precedent" by agreeing to provision competitive services utilizing non-standard procedures. BellSouth would not agree to provision these lines until after SMNI escalated its concerns to a BellSouth executive team.

54. In addition to the voice lines, Collegiate's telecommunications service from BellSouth included two DS1 circuits. SMNI originally ordered one of the DS1s incorrectly, causing three to four days delay while a supplemental order was issued to correct the DS1 provisioning. Once corrected, the customer's PBX vendor, BellSouth, experienced several problems in properly configuring the PBX to handle the new lines. New PBX cards had to be ordered and several different "options settings" had to be attempted before the system worked properly. The local service migration to SMNI, which originally was scheduled to be completed in March, was finally completed on May 1, 1997. While SMNI appreciates the technical limitations that must be dealt with before a new service is provisioned, SMNI believes these limitations are identified and resolved expeditiously in the BellSouth retail environment and should be dealt with in a similar manner in the wholesale provision of service. It is, however, completely unacceptable to refuse to provision an order because it might "set precedent" as demonstrated by the Collegiate example. BellSouth's conduct is inexcusable and is indicative of the environment in which ALECs, such as SMNI, must operate.

Count Three:

BellSouth has Disconnected Customers Seeking to Migrate to SMNI Service Prior to the Designated Cutover Date.

55. Complainants incorporate by reference, as if fully set forth herein, the allegations contained in paragraphs 1-54.

56. SMNI customers also have been subject to seemingly random, untimely disconnections associated with the service conversion process. On numerous occasions BellSouth has been unable to stop service disconnection orders from being processed when the cutover to SMNI service has been delayed. BellSouth issues its own internal

orders to disconnect the customer's BellSouth service immediately prior to the activation of and turn-up of the local loop, enabling the "new" service to be provided by SMNI. When a cutover is delayed, BellSouth must cancel the previous disconnect order and reissue a new disconnect order with a revised due date. On numerous occasions BellSouth has failed to cancel a disconnect order and reissue a new disconnect order resulting in the customer's service being disconnected prior to the cutover to SMNI.

57. On May 6, 1997, BellSouth postponed a customer's cutover to SMNI due to BellSouth's lack of facilities. The customer had been scheduled to migrate service to SMNI on this same day. SMNI rescheduled the migration internally and with the customer for June 16, 1997 at BellSouth's request. However, BellSouth failed to revise the due dates on its internal orders and the customer was disconnected on May 6, 1997. The customer's service was restored by BellSouth later that day. On May 19, the customer called SMNI and stated that he was very unhappy that his service was not yet converted. On May 30, 1997, SMNI, the customer and BellSouth agreed to change his service conversion date to June 12, 1997.

58. Another customer was scheduled to convert his service to SMNI on May 9, 1997. This was the third conversion date set for this customer due to BellSouth's inability to accomplish the cutover on two previously scheduled occasions. On May 9, 1997, BellSouth once again notified SMNI of the need to reschedule the service conversion. BellSouth, however, failed to properly revise its internal orders and the customer was taken out of service in error on May 9, 1997. BellSouth informed SMNI later that night that the customer's service was restored. On May 10, 1997, however, the customer called SMNI stating that multiple lines were still out of service. SMNI contacted BellSouth and submitted a trouble ticket on the customer's behalf. BellSouth determined that one line had been wired to the wrong equipment and another line had a broken jumper at the BellSouth central office. BellSouth repaired both lines and notified SMNI that day that the customer was back in service. SMNI performed additional testing on the lines and determined that the customer's rotary lines were not functioning properly. SMNI made a subsequent call to BellSouth to inform them of this issue. It took

two additional days for BellSouth to resolve all the problems associated with this service conversion.

59. On May 22, 1997, BellSouth disconnected another customer after it postponed the customer's migration of service. Numerous lines within a rotary group were disconnected. They were reconnected the next day, May 23, 1997.

60. BellSouth disconnected several lines prior to May 29, 1997, the time of the customer's scheduled migration. During the migration, BellSouth discovered the conversion could not take place because several lines were provisioned on a BellSouth Integrated Subscriber Loop Carrier ("ISL.C") that did not have additional capacity. The customer was unable to wait for changes to be completed and requested a new migration date. That customer's lines were not fully restored until June 3, 1997. On June 4, 1997, BellSouth disconnected the customer's lines again. They were not restored until later the same day.

61. The SMNI/BellSouth Interconnection Agreement contains provisions that specifically outline the procedures that are to be followed prior to migration of a customer.

Section IV.D.2 of the Interconnection Agreement states:

On each unbundled network element order in a wire center, SMNI and BellSouth will agree on a cutover time at least 48-hours before that cutover time. The cutover time will be defined as a three-hour window within which both the SMNI and BellSouth personnel will make telephone contact to complete the cutover.

Section IV.D.3 of the Interconnection Agreement states:

Within the appointed 60-minute cutover time, the SMNI contact will call the BellSouth contact designated to perform cross-connection work and when the BellSouth contact is reached in that interval, such work will be promptly performed.

Section IV.D.4 of the Interconnection Agreement states:

If the SMNI contact fails to call or is not ready within the appointed interval and if SMNI has not called to reschedule the work at least eight

hours but not less than two hours prior to the start of the interval, BellSouth and SMNI will reschedule the work order.

Section IV.D.5 of the Interconnection Agreement states:

If the BellSouth contact is not available or not ready at any time during the 60-minute interval, SMNI and BellSouth will reschedule and BellSouth will waive the non-recurring charge for unbundled elements for that interval.

62. It is apparent from the recitation of the May incidents that BellSouth has failed to comply with Sections, IV.D.3, IV.D.4 and IV.D.5 of the Interconnection Agreement. BellSouth has told SMNI that when disconnect orders are canceled too close to the actual disconnect date, they are not singled out for special processing, and therefore they are not identified by BellSouth's systems in time to stop the service from being disconnected. The result is that customers are taken out of service in error causing serious disruption to the customer's ability to do business and damaging the customer's confidence that SMNI can effectively manage service conversion and provide quality service.

63. BellSouth has suggested that late notification by SMNI of the need for a cutover delay is responsible for disrupting the conversion process and, consequently, BellSouth cannot be held responsible for the untimely disconnection of the customer's service. Notwithstanding BellSouth's assertions that cutover delays are SMNI's fault, the facts demonstrate that the majority of the cutover delays result from last minute notification from BellSouth that facilities or engineering problems necessitate delaying the cutover. Regardless of whether a customer decides to delay cutover or whether provisioning problems require a delay in the cutover, SMNI customers should not have to risk service interruption in the conversion process. It is doubtful these customers would have experienced any service interruptions if they had decided to remain BellSouth customers but simply were electing to reprovision current BellSouth services with new or upgraded BellSouth services.

64. BellSouth must be required to establish a process that will enable service disconnection orders to be stopped, regardless of the timing or reason for the request. Implementation of electronic bonding should ensure that H.L.C. disconnect orders and

ALEC migration orders are processed concurrently. If BellSouth is not required to implement procedures to intercept its internal disconnect process, customers who select an ALEC as their local service provider are subject to disconnections because of BellSouth's inadequate internal processes. These service interruptions act as a deterrent to switching to an ALEC and damage SMNI's credibility to manage the integrity of the service conversion process.

65. Customers neither understand, nor care, that BellSouth, not SMNI, controls the service disconnection process. They care only about the loss of business and productivity that results when their local telephone service doesn't function properly. These service outages damage SMNI's reputation and impede its ability to establish and expand its competitive local service offerings in central Florida.

66. The examples noted above represent only a small fraction of the service disconnection occurrences that SMNI customers have endured. They typify a BellSouth process problem that has existed since SMNI began placing unbundled loop orders in July 1996. The problems experienced by SMNI customer WMFE detailed in the affidavit of Ms. Julia Downs, director of human resources and administration occurred in October 1996, but similar problems continue today. See Exhibit "K." attached to this Complaint.

Count Four:

BellSouth has Caused Service Interruptions to SMNI Customers That Have Resulted in SMNI Customers Being Unable to Receive Incoming Calls and in Some Cases Have Also Resulted in SMNI Customers Being Unable to Make Outgoing Calls.

67. Complainants incorporate by reference, as if fully set forth herein, the allegations contained in paragraphs 1-66.

68. SMNI has experienced service interruptions on numerous occasions resulting from BellSouth call routing errors, translations problems and failure to properly provision and implement interim number portability. These failures prevent calls from being completed to SMNI customers. Such incidents have created customer dissatisfaction and have tarnished SMNI's reputation as a reliable service provider.

69. On Monday morning, May 19, 1997, BellSouth began implementation of a trunking reconfiguration project, which was intended to provide additional call routing capacity between the SMNI and BellSouth networks. BellSouth reversed the routing instructions for interoffice trunking in error creating an "all circuits busy" condition for callers trying to reach SMNI customers. Customers were impacted for three hours and SMNI received a number of trouble tickets.

70. On May 30, 1997, BellSouth identified a translation problem in a BellSouth local switch in response to SMNI's trouble report. Calls to SMNI customers processed via the primary transmission route were completed, while calls which overflowed to the secondary route received a recording stating, "This number is no longer in service," or "This number cannot be completed as dialed." This service problem occurred for at least seven hours before it could be isolated and resolved by BellSouth.

71. On June 6, 1997, a Simulated Facilities Group ("SFG") that contains network instructions for Local Number Portability functionality was taken out of service in error. This resulted in calls placed to SMNI customers being blocked for more than two hours. These service-impacting incidents were communicated to BellSouth via the standard trouble-reporting process as well as via personal telephone conversations with BellSouth's Sprint Account Team and maintenance personnel.

72. On June 18, 1997, George Head, Sprint Vice President-Local Market Integration, sent a letter, attached as Exhibit "L" to Joe Baker, BellSouth Vice President Sales-Interconnection Services, in which he expressed concern about the damage these incidents caused to SMNI's customer relationships and their corresponding impediment to SMNI's ability to establish itself as a local service competitor.

73. These concerns were further reinforced at the executive level meeting referenced earlier, which was conducted at BellSouth's Birmingham offices on June 24, 1997. At that meeting BellSouth informed SMNI that a software change in their Lucent LAESS switches would be required in order to ensure that "human error" would not result in recurring incidents. BellSouth attempted to give SMNI assurances that training and supervisory procedures had been put in place to minimize the chances for "human errors" until the preventive software could be installed.

74. At 5:00 p.m. on June 24, several hours after BellSouth executives assured SMNI that steps were taking place to prevent recurrences of these service interruptions, BellSouth once again disconnected numerous customers because of the local number portability problems identical to those experienced on June 6, 1997. It is apparent that until a software change is in place, there is a significant risk that significant outages will occur to ALECs utilizing number portability. Every customer served out of the Magnolia LAESS switch with local number portability was impacted by this outage.

75. On July 1, 1997, at Sprint's request, because of these outages, Joc Baker issued a letter for SMNI sales personnel to present to customers, where appropriate, stating BellSouth was responsible for the latest service interruption. See Exhibit "M." attached to this Complaint. While Sprint appreciates BellSouth's willingness to take responsibility for the incidents, it is little comfort for SMNI customers who had just endured yet another service interruption. Also attached as Exhibit "N" to this Complaint is a letter dated July 8, 1997, from Carol Jarman to Melissa Closz enumerating guidelines that have been implemented by BellSouth to prevent number portability problems.

76. While executives attend meetings and send letters concerning process improvement, customers suffer until permanent solutions are developed. The effect of service interruptions is succinctly set forth in the affidavits of Bill Pickering, Exhibit "O" and Sean Laney, Exhibit "P." Bill Pickering, Independent Marketing National Sales director for Jefferson-Pilot, a large insurance agency, describes why he left SMNI and returned to BellSouth. During Jefferson-Pilot's six months as a SMNI customer, it experienced several outages where customers could not make calls to the firm. On May 19, 1997, BellSouth reversed the call routing which prevented calls placed to the "old" BellSouth numbers from being forwarded to their associated SMNI numbers. On May 30, 1997, Jefferson-Pilot was a victim of the "translations problem" in one of the BellSouth switches. Customers attempting to reach Jefferson-Pilot received recordings stating, "This number is no longer in service," or "This call can't be completed. Please try again." Jefferson-Pilot also was a victim of the June 6 and June 24, 1997, local number portability problems. The June 24 incident proved to be the last straw for Jefferson-Pilot, which then decided to go back to BellSouth. On July 7, 1997, when

BellSouth technicians were attempting to reinstate BellSouth service, incoming calls to Jefferson-Pilot were blocked for more than six hours. BellSouth technicians were unable to "unhook" the ported SMNI numbers.

77. While the Citrus Club is still a SMNI customer, Sean Laney, club manager, indicates that one more outage could send the Club back to BellSouth. Laney's business is a private lunch and dinner club located on the top floor of a downtown bank building. He notes that he never had service interruption problems until he switched to SMNI. Citrus Club has experienced several major outages, including the May 19, 1997 incident referenced earlier, when BellSouth reversed SMNI's routing, and June 3 and July 3, 1997 incidents when BellSouth equipment problems also resulted in service outages, and the June 6 and June 24, 1997 SFG problems as referenced earlier in this Complaint. The Citrus Club also was a victim of the May 30, 1997 incident involving the "translations problem" in one of BellSouth's local switches. Callers to the Citrus Club got a recording stating "The number you are trying to call is no longer in service," or "Your call cannot be completed. Please try again." This is disastrous to a business that relies almost exclusively on reservations.

78. BellSouth describes the incidents that led to these service outages as "human error." They represent, however, lack of processes and procedures at BellSouth and lack of training of BellSouth employees to enable those employees to identify and rectify operational problems that occur when ALEC's interconnect with BellSouth's network. The simulated facilities group outages present an even more substantial concern to SMNI in that there is, as of this date, no permanent solution to prevent these outages from recurring. This risk is entirely beyond SMNI's control. Until a permanent solution is implemented, the risk of service interruption will continue to be much greater for SMNI customers than the risk of service interruption to BellSouth customers.

Other Material Information

79. Complainants incorporate by reference, as if fully set forth herein, the allegations contained in paragraphs 1-78.

80. There is no doubt that customers will have little reason to obtain local exchange service from an ALEC if the financial incentives they receive are offset by an inferior service that jeopardizes the ability of those customers to conduct their daily business. The affidavit of Rocky Santomassino, Vice President and Secretary-Treasurer of J. Rolfe Davis Insurance, Exhibit "Q", attached to this Complaint is illustrative of the multitude of problems experienced by SMNI customers and the customer's perception in having to deal with unreliable telephone service in a business environment. Santomassino states his own credibility suffered because of his recommendation to switch to SMNI when numerous problems occurred during the migration.

81. The delays that occurred during the March service migration were a result of BellSouth not having the proper line cards available in their central office to provision all J. Rolfe Davis' lines correctly. When Mr. Santomassino was notified of the delay occasioned by the improper line cards, he requested that the migration be rescheduled to March 27, 1997. On April 1, BellSouth "inadvertently" disconnected the remote call forwarding functions preventing calls to "old" BellSouth numbers to be forwarded to the new SMNI numbers.

82. J. Rolfe Davis' second set of problems occurred in August when it purchased another agency and attempted to establish telephone service for the staff of the merged agency at a new satellite office located several blocks from J. Rolfe Davis' main offices. The delays experienced during the August installation were due, in part, to SMNI and in part to BellSouth. BellSouth delays were due to a lack of cable facilities at the new service location. On two occasions SMNI contributed to the delay by improperly ordering some of the services needed at the new location. In those instances SMNI had to resubmit supplemental orders which were then placed at the end of BellSouth's provisioning queue. The premature disconnect of the lines at the old address was the result of BellSouth issuing disconnect orders with incorrect times. In addition, BellSouth

failed to activate the remote call forwarding function and to issue orders to remotely call forward the fax line.

83. The J. Rolfe Davis story and its effect on customers is indicative of the environment ALECs face today in attempting to provide a competitive local exchange telecommunications service and is representative of the events that led SMNI to file this complaint.

84. It is important to note that Sprint/SMNI is not claiming to be error free and is not attempting in any way to hold BellSouth accountable for Sprint/SMNI actions. That is why the processes and service incidents referenced in this Complaint are exclusively related to BellSouth performance accountabilities that are beyond Complainant's control.

85. Complainants are without sufficient knowledge, information or belief as to which issues of material fact will be disputed by defendant.

86. The Complaint herein is timely filed.

REQUEST FOR RELIEF

WHEREFORE, based on the foregoing, Complainants request that the

Commission:

- (1) Assert jurisdiction over this Complaint;
- (2) Expeditiously conduct a hearing on the matters complained of herein;
- (3) Order BellSouth to cease and desist from its anticompetitive practices in the provision of unbundled loops;
- (4) Order BellSouth to comply with terms and conditions of its Interconnection Agreement with SMNI;
- (5) Order BellSouth to comply with all provisions of Sections 251 and 252 of the Telecommunications Act of 1996, including but not limited to Section 252(c)(2)(C);
- (6) Order BellSouth to immediately process to completion all pending FOC's, to provide FOCs in a timely and accurate manner, and to honor BellSouth's commitment to SMNI to issue FOCs within 48 hours of receipt of order from SMNI;
- (7) Order BellSouth to notify SMNI, within 48 hours, of facilities limitations and/or provisioning problems in connection with SMNI service requests;
- (8) Order BellSouth to immediately modify its methods and procedures for handling customer migrations to an ALEC, such as SMNI, so that customers will not suffer an inappropriate disconnection, service interruption or outage;
- (9) Order BellSouth to immediately devote adequate resources to the operation of its Local Carrier Service Center to assure that orders received from

ALECs, such as SMNI, seeking to transfer customers from BellSouth to the ALEC, can be processed on a timely basis, with the same degree of reliability, and within the identical time frame as BellSouth provides service to its own end users;

(10) Order BellSouth to establish dates certain for the implementation of electronic bonding for Operations Support Systems in accordance with standards set at national fora such as Alliance for Telecommunication Industry Solutions so that all orders from ALECs for migration of customers and installation of new services are "handled in the same timeframe as BellSouth provides to its own customers," in accordance with Section IV.D.1 of the Interconnection Agreement;

(11) Institute an investigation into BellSouth's retail operations to determine BellSouth's current provisioning intervals for BellSouth retail customers and require BellSouth to demonstrate that competitive services are provided at parity with services BellSouth provides to its own end users, including, but not limited to, performance measures and service quality standards, training manuals, methods and procedures used by BellSouth to train their technicians concerning remote call forwarding, and the functionality necessary for the implementation of local number portability, including trouble resolution procedures;

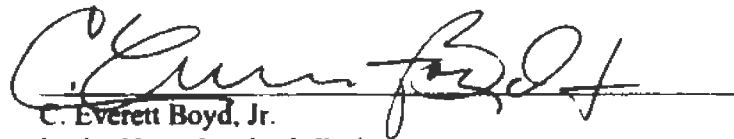
(12) Order BellSouth to file periodic reports concerning its current provisioning intervals to its end users as compared to its actual performance in providing services to ALECs;

(13) Order BellSouth to establish expedite and escalate procedures for loop order processing;

(14) Order such other and further relief as the Commission may deem just and reasonable under the circumstances.

Respectfully submitted,

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

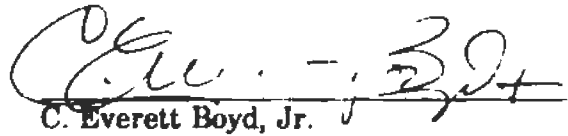
A handwritten signature in cursive script, appearing to read "C. Everett Boyd, Jr.", written over a horizontal line.

C. Everett Boyd, Jr.
Ervin, Varn, Jacobs & Ervin
305 South Gadsden Street
Tallahassee, Florida 32301
(850) 224-9135

Attorneys for Sprint Communications Company Limited
Partnership, d/b/a Sprint, and Sprint Metropolitan
Networks, Inc.

CERTIFICATE OF SERVICE

I CERTIFY that a copy of the Complaint of Sprint Communications Company Limited Partnership, d/b/a Sprint, and Sprint Metropolitan Networks, Inc., Against BellSouth Telecommunications, Inc., has been hand delivered to Nancy Sims, BellSouth Telecommunications, Inc., 150 South Morroe Street, Tallahassee, FL 32301, this 17th day of October, 1997.


C. Everett Boyd, Jr.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Complaint of Sprint Communications) DOCKET NO.
Company Limited Partnership, d/b/a)
Sprint, and Sprint Metropolitan Networks,) Filed: October 10, 1997
Inc., Against BellSouth Telecommunica-)
tions, Inc.)
_____)

**EXHIBITS IDENTIFIED IN COMPLAINT OF
SPRINT AGAINST BELL SOUTH**

- A. Operational letter dated 4/18/96. (Page 4)
- B. Issues List, October 1996. (Page 5)
- C. Interconnection Agreement-SMNI/BST. (Page 6)
- D. Letter from Melissa Cloz, 4/18/97, to Carol Jarman. (Page 7)
- E. Letter from Jarman, 4/25/97. (Page 7)
- F. Letter from Head, 5/1/97. (Page 8)
- G. Letter from Baker, 5/5/97. (Page 8)
- H. Chart - Data compiled since 4/97. Late FOC. (Page 10)
- I. Instances in April-September 1997 time frame - BST failed to identify sites where facilities upgrades had to be completed prior to installation of services. (Page 11)
- J. Letter from Cloz to Jarman, 5/19/97. (Page 13)
- K. Affidavit of Julia Downs. (Page 19)
- L. Letter from Head to Baker, 6/18/97. (Page 20)
- M. Letter from Baker to SMNI sales personnel, 7/1/97, re BST responsibility for latest service interruptions. (Page 21)
- N. Letter from Jarman to Cloz, 7/18/97, re number portability. (Page 21)
- O. Affidavit of Bill Pickering. (Page 21)
- P. Affidavit of Sean Laney. (Page 21)
- Q. Affidavit of Rocky Santomissino. (Page 23)
- R. Affidavit of George Pegram. (Page 14)
- S. Letter to FPSC on SMNI Transfer to Sprint LP. (Page 1)

EXHIBIT "A"

EXHIBIT "A"

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Box 162922 MC 4380
Altamonte Springs, Florida 32716-2922
Phone 407-875-1142
Fax 407-875-5484

Melissa L. Cloz
General Manager
Sprint Metropolitan Networks Inc

April 18, 1996

Mr. Robert Scheye
Senior Director
Strategy Development Core Business
BellSouth Telecommunications
675 Peachtree Street, N.E.
Atlanta, Georgia 30375

Dear Mr. Scheye:

Sprint Metropolitan Networks, Inc. and BellSouth Telecommunications have signed a stipulation for the purpose of interconnecting the networks of the companies and facilitating the introduction of local exchange competition.

The intent of the stipulation is to provide the framework to allow our two companies to move forward in a spirit of cooperation as we mutually determine the specifics of the operating requirements.

Sprint Metropolitan Networks, Inc. has a targeted implementation date of May 1, 1996. Our companies have been working together to prepare the technical requirements for the exchange of traffic and upon completion of this letter, implementation can proceed.

Please sign both originals and return one to SMNI.

Thank you for your quick response.

BellSouth Telecommunications, Inc.

By: Robert Scheye
(Authorized Signature)

Name: ROBERT C SCHEYE
(Print or Type)

Title: SR DIR

Date: 4/29/96

Sprint Metropolitan Networks, Inc.

By: Melissa L. Cloz
(Authorized Signature)

Name: Melissa L. Cloz

Title: General Manager

Date: 4-18-96

EXHIBIT “B”

EXHIBIT "B"

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SMNI - BellSouth Discussion Issues

10/28/96

- 1 Establish local or toll-free 'conference call number' for coordination of cutovers
 Today, the conference call number is long distance to area code 205. The majority of the participants are local OSP, Central Office and management personnel. Establishing a local or 'toll free' number would benefit the local participants.
- 2 Coordination of cutovers
 Provide a list of contacts for SMNI to use during cutovers. Establish procedures for SMNI to directly contact different departments involved in provisioning service order requests and cutover of services.
- 3 Establish a set interval for service orders
 Set tentative timelines to be used when ordering services that will enable Due Dates to be established at the time the services are ordered. Such as, An order for DS0 end to end will take 5 working days to install. An order for DS1 through the Magnolia Colocate will take 7 working days to install. An order for DS0 at the customer location, provisioned on a DS1 from LkMav through the Magnolia Colocate will take 8 working days to install. A request to 'hotcut' a customer with 50 lines will take 10 working days to provision and coordinate. These dates are not meant to be suggested time frames, just 'off the cuff' examples of needed information.
- 4 Ability to test lines prior to the cut dates.
 During the 'hotcut' for Fry, Hammond & Barr on 10/24, the BellSouth ACAG center began testing of the SMNI circuits at 5:30 using the 'SMAS' points. This test verified the SMNI dialtone and line from SMNI CO to the SMAS point (probably in the BellSouth CO). Then testing was done from the customer location to the SMAS point. This process took the majority of the time spent during the entire cutover, approximately 1 - 1 1/2 hours. Once completed, the BellSouth CO was instructed to disconnect the 1FB line and connect the DS0. Then number portability was enabled by the RCMAG group. This only took about 30 minutes.
 - A SMNI would prefer to test the SMNI loop (from the SMNI CO to the BellSouth end central office SMAS point) prior to the cutover.
 - B Also, of the three customers already cutover in Magnolia area
 - Coastline - duplicate facilities installed prior to cutover
 - Knight Images - new customer with new facilities installed for DSU's
 - Fry, Hammond - 'hotcut' of existing facilities
 all three cutovers have resulted in trouble being found on the BellSouth DS0 circuits used to deliver the SMNI dialtone. These DSU circuits should be properly tested and accepted by BellSouth prior to the cut.

"Pre testing" of the circuits by BellSouth and SMNI would speed up cutovers and decrease trouble reports and service problems, and lower 'downtime' of the customers service resulting in better productivity and customer service during cutovers.
- 5 Access CSR, Customer Service Record
 Establish process to request and receive CSR information in a timely manner. Delivery of information could be accomplished utilizing fax or Internet/electronic mail system. Temporary process involves processing request to BellSouth COG, who in turn prints record and faxes or uses overnight delivery service.
- 6 Exchange list of contacts, for informational and informal requests, including phone numbers, Email addresses, after hours numbers, local contacts (BellSouth), emergencies numbers, etc.

EXHIBIT “C”

EXHIBIT "C"

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**INTERCONNECTION AGREEMENT
BETWEEN SPRINT METROPOLITAN
NETWORKS, INC. AND BELLSOUTH
TELECOMMUNICATIONS, INC.**

January 1, 1997

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INTERCONNECTION AGREEMENT BETWEEN SMNI AND BELL SOUTH TELECOMMUNICATIONS

Pursuant to this Interconnection Agreement (Agreement), Sprint Metropolitan Network, Inc. (collectively "SMNI"), and BellSouth Telecommunications, Inc. (collectively, "BellSouth") (collectively, "the Parties") agree to extend certain interconnection arrangements to one another within each LATA in which they both operate within the state of Florida, as described and according to the terms, conditions and pricing specified hereunder. This Agreement is an integrated package that reflects a balancing of interests critical to the Parties and is not inconsistent with Sections 251, 252 and 271 of the Telecommunications Act of 1996. The Agreement represents a negotiated compromise and is entered without prejudice to any positions which either party has taken, or may take in the future, before any legislative, regulatory, judicial or other governmental body.

I. RECITALS AND PRINCIPLES

WHEREAS, BellSouth is an incumbent local exchange telecommunications company (ILEC) authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee; and

WHEREAS, SMNI is a competitive local exchange telecommunications company (CLEC) which is authorized or plans to become authorized to provide local telecommunications services in Florida; and

WHEREAS, the interconnection and interoperability of the Parties' respective local networks is required to facilitate the introduction of local exchange service competition and fulfill the objectives of the Telecommunications Act of 1996 (Telecommunications Act); and

WHEREAS, universal connectivity and interoperability between competing telecommunications carriers is necessary for the termination of traffic on each carrier's network; and

WHEREAS, the Parties intend that BellSouth should unbundle certain basic network elements and make them available for purchase by SMNI; and

WHEREAS, the Parties agree that this Agreement shall be filed with the appropriate state commissions in compliance with Section 252 of the Telecommunications Act;

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NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SMNI and BellSouth hereby covenant and agree as follows:

II. SCOPE OF THE AGREEMENT

This Agreement will govern the interconnection arrangements between the Parties to facilitate the interconnection of their facilities and the connection of local and interexchange traffic initially in the state of Florida. This agreement will further govern the unbundling of BellSouth network elements in the same state.

III. DEFINITIONS

The definitions contained in Attachment B are intended to define and govern how the technical terms included therein are used in this Agreement. However, except as provided herein, the inclusion or exclusion of any particular definition is not intended by either party to limit, or to define technical interface, reliability, performance or throughput parameters for the network elements that both Parties expect to interconnect and interoperate.

The minimum performance, reliability, throughput and operational characteristic of elements identified herein, as well as physical and logical interface standards utilized, unless otherwise specifically provided herein, are according to generally accepted industry standards as defined by the ITU (ISO/CCITT), ANSI, or the Network Management Forum, whichever is more specific. Where standards are not yet fully defined, the Parties agree to take reasonable steps to insure that interface designs are modularized and retrofittable to any pending standard at the least cost to the interconnecting Parties.

IV. ACCESS TO UNBUNDLED NETWORK ELEMENTS

BellSouth shall unbundle Network Elements used in the provision of a telecommunications service and offer them for resale to SMNI as provided hereafter. SMNI shall be entitled to request, and BellSouth shall provide, access to any such unbundled Network Element(s). BellSouth shall unbundle and separately price and offer those elements such that SMNI will be able to lease and interconnect to whichever of these unbundled Network Elements SMNI requires, and combine the BellSouth-provided Network Elements with any facilities and services that SMNI may itself provide or obtain from other telecommunications carriers, in order to offer telecommunications services to other telecommunications carriers and end users. Such Network Elements shall be offered as provided hereafter.

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A. General Requirements

- A.1 The Parties hereto mutually understand and agree that the array of Network Elements is steadily evolving and expanding. The initial set of Network Elements and attendant services to be made available by BellSouth hereunder is included as Attachment C hereto. Network Elements will be provided subject to the rules, terms and conditions expressed in this Article and in Attachment C. It is understood, however, that either Party may add Network elements to the listing contained in Attachment C as the BellSouth network changes or additional Network Elements are identified. It is especially acknowledged, without limitation, that the list of Network Elements may be expanded by either Party to include Network Elements identified in relevant FCC or state commission regulations or orders, or made available by BellSouth to other telecommunications carriers pursuant to other interconnection agreements. The addition or inclusion of additional Network Elements shall be made in accordance with subsection IV.I hereof.
- A.2 Without limitation, BellSouth agrees to provide SMNI access to all Network Elements identified in Attachment C hereto. Wherever technically feasible, interconnection shall be offered at both the line and trunk side of each discrete Network Element. It is agreed that interconnection will be made available by BellSouth to SMNI at any technically feasible point. BellSouth must implement physical and logical interconnection points consistent with generally accepted industry standards.
- A.3 The initial pricing of the initial unbundled Network Elements shall be as set forth in Attachment C, except that initial pricing of unbundled loops, switch ports and other network elements will be established through state commission arbitration as provided in Article XXV hereof and Attachment C hereto. The initial pricing may be revised by mutual agreement or at SMNI's election pursuant to Article XXII hereof.
- A.4 It is agreed that SMNI may combine network elements purchased hereunder as required to provide any local, toll or access service. However, if SMNI recombines network elements to mirror an existing retail service, the resale rate shall apply.

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B. Interconnection with Network Elements

- B.1 Interconnection shall be achieved via collocation arrangements SMNI shall maintain at a BellSouth wire center or other BellSouth network point.
- B.2 At SMNI's discretion, each unbundled loop or port element shall be delivered to the SMNI collocation arrangement over an individual 2-wire hand-off, in multiples of 24 over a digital DS-1 hand-off in any combination or order SMNI may specify, in multiples of 672 over a digital DS-3 hand-off in any combination or order SMNI may specify, or through other technically feasible and economically comparable hand-off arrangements requested by SMNI (e.g., SONET STS-1 hand-off). Economically comparable as used in this section refers to an economically comparable effect upon SMNI and is not meant to ensure an equivalent revenue stream or contribution level to BellSouth.
- B.3 BellSouth will permit SMNI to collocate DLC systems in conjunction with collocation arrangements SMNI maintains at a BellSouth wire center, for the purpose of interconnecting to unbundled loop elements. SMNI will have the option of purchasing BellSouth unbundled transport (at any transmission level) between placed equipment and the SMNI network.
- B.4 SMNI may access BellSouth's unbundled loops via collocation at the BellSouth wire center where those elements exist. Each loop or port shall be delivered to SMNI's collocation by means of a cross connection.
- B.5 BellSouth shall provide SMNI access to its unbundled loops at each of BellSouth's Wire Centers. In addition, if SMNI requests one or more loops serviced by Integrated Digital Loop Carrier or Remote Switching technology deployed as a loop concentrator, BellSouth shall, where available, move the requested loop(s) to a spare, existing physical loop. If, however, no spare physical loop is available, BellSouth shall within forty-eight (48) hours of SMNI's request notify SMNI of the lack of available facilities. SMNI may then, at its discretion, make a network element request for BellSouth to provide the unbundled loop through the demultiplexing of the integrated digitized loop(s).
- B.6 Where BellSouth utilizes digital loop carrier (DLC) technology to provision the loop element of an unbundled exchange service to an end user customer who subsequently determines to assign the loop element to SMNI and receive Exchange Service from SMNI via such loop, BellSouth shall deliver such loop to SMNI on an unintegrated basis, pursuant to SMNI's chosen

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hand-off architecture, without a degradation of end user service or feature availability as supported by SMNI's chosen hand-off architecture.

- B.7 Except as otherwise specified herein, all dedicated transport-based features, functions, service attributes, grades-of-service, install, maintenance, and repair intervals which apply to BellSouth's bundled local exchange service shall apply to unbundled loops.
- B.8 Except as otherwise specified herein, all switch-based features, functions, service attributes, grades-of-service, and install, maintenance, and repair intervals which apply to BellSouth's bundled local exchange service shall apply to unbundled ports.
- B.9 BellSouth will permit any customer to convert its bundled local service to an unbundled element or service and assign such unbundled element or service to SMNI, with no penalties, rollover, termination or conversion charges to ACSI or the customer, except as specifically provided in Attachment C-2 hereto or pursuant to the terms of a specific customer service agreement (unless superseded by government action).
- B.10 BellSouth will permit SMNI to collocate remote switching modules and associated equipment in conjunction with collocation arrangements SMNI maintains at a BellSouth wire center, for the purpose of interconnecting to unbundled loop or link elements.
- B.11 When available to any other telecommunications carrier or other customer, BellSouth shall provide SMNI with an appropriate on-line electronic file transfer arrangement by which SMNI may place, verify, and receive confirmation on orders for unbundled elements, and issue and track trouble-ticket and repair requests associated with unbundled elements. In the interim, batch file arrangements specified in BellSouth's current Facilities Based Carrier Operating Guide (FBOG) shall apply. EXACT electronic interface is the BellSouth preferred method by which to order unbundled elements. BellSouth shall provide SMNI with the ability to order any defined network element using OBF or other mutually agreed upon ordering/provisioning codes.
- B.12 It is expressly agreed that interconnection will be afforded equally regardless of the transmission medium selected by the interconnector, i.e., digital or analog loops, conditioned circuits, ISDN, SONET, etc., so that networks and applications can evolve unencumbered by the available degree of interconnectivity when such elements are available.

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- B.13 Wherever technically possible, it is expressly agreed and understood that BellSouth will provide interconnection on both the line side and trunk side of each unbundled Network Element. Where interconnection is ordered to the line side of a Network Element, interconnection shall be on a hard-wired (not software driven) basis.
- B.14 The Parties shall attempt in good faith to mutually devise and implement a means to extend the unbundled loop sufficient to enable SMNI to use a collocation arrangement at one BellSouth location (e.g., tandem switch) to obtain access to the unbundled loop(s) at another such BellSouth location over BellSouth facilities.
- B.15 BellSouth shall develop a process to identify the carrier for each unbundled loop and establish automated intercompany referral and/or call hand-off processes. In addition, BellSouth will not in any way hinder SMNI from deploying modern DLC equipment (TR303) throughout the unbundled loop/transport network.

C. Order Processing

- C.1 SMNI shall place orders for unbundled loops (and other network elements) through completion and submission of a service request specified in the FBOG. The installation time intervals which shall apply thereto are as expressed in IV.D hereafter.
- C.2 Order processing for unbundled loops will be fully mechanized, in form substantially similar to that currently used for ordering of special access services. Automated interfaces shall be provided into a centralized operations support systems database for determining service availability on loops (e.g., ISCON), confirmation of order acceptance and ongoing order status. If made available by BellSouth to any other telecommunications carrier, automated interfaces shall be provided in a centralized operations support systems database for installation scheduling, confirmation of circuit assignments and completion confirmation.
- C.3 Particular combinations of elements, hereafter referred to as combinations, identified and described by SMNI can be ordered and provisioned as combinations, and not require the enumeration of each element within that combination in each provisioning order, consistent with OBF or other mutually agreed upon procedures.

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- C.4 Appropriate ordering/provisioning codes will be established for each identified combination, consistent with OBF or other mutually agreed upon procedures.
 - C.5 When combinations are ordered where the elements are currently interconnected and functional, those elements will remain interconnected and functional (except for the integrated SLC).
 - C.6 When available, BellSouth will provide SMNI with the ability to have the BellSouth end office AIN triggers initiated via a service order from SMNI.
 - C.7 SMNI and BellSouth will negotiate in good faith to create a mutually acceptable standard service order/disconnect order format, consistent with OBF or other mutually agreed upon procedures.
 - C.8 BellSouth shall exercise best efforts to provide SMNI with the "real time" ability to schedule installation appointments with the customer on-line and access to BellSouth's schedule availability beginning in the second calendar quarter of 1997. In the interim, BellSouth will make best effort to install unbundled loops and other network elements by the Customer Desired Due Date (CDDD) where facilities permit.
 - C.9 When available to any other telecommunications carrier or other customer, BellSouth shall provide "real time" response for firm order confirmation, due date availability/scheduling, dispatch required or not, identify line option availability by Local Service Office (LSO) (such as digital copper, copper analog, ISDN), completion with all service order and time and cost related fees, rejections/errors on service order data element(s), jeopardies against the due date, missed appointments, additional order charges (construction charges), order status, validate street address detail, and electronic notification of the local line options that were provisioned. This applies to all types of service orders and all network elements.
 - C.10 BellSouth will provide to SMNI escalation procedures for ordering and provisioning.
- D. Conversion of Exchange Service to Network Elements
- D.1 Installation intervals for service established via Unbundled loops will be handled in the same timeframe as BellSouth provides services to its own customers, as measured from date of customer order to date of customer

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delivery. BellSouth will make best effort to install unbundled loops and other network elements by the Customer Desired Due Date (CDDD) where facilities permit.

- D.2 On each unbundled network element order in a wire center, SMNI and BellSouth will agree on a cutover time at least 48 hours before that cutover time. The cutover time will be defined as a three hour window within which both the SMNI and BellSouth personnel will make telephone contact to complete the cutover.
- D.3 Within the appointed 60 minute cutover time, the SMNI contact will call the BellSouth contact designated to perform cross-connection work and when the BellSouth contact is reached in that interval, such work will be promptly performed.
- D.4 If the SMNI contact fails to call or is not ready within the appointed interval and if SMNI has not called to reschedule the work at least eight (8) hours, but not less than two (2) hours prior to the start of the interval, BellSouth and SMNI will reschedule the work order.
- D.5 If the BellSouth contact is not available or not ready at any time during the 60 minute interval, SMNI and BellSouth will reschedule and BellSouth will waive the non-recurring charge for unbundled elements scheduled for that interval.
- D.6 The standard time expected from disconnection of a live Exchange Service to the connection of the unbundled element to the SMNI collocation arrangement is 15 minutes. If BellSouth causes an Exchange Service to be out of service due solely to its failures for more than 30 minutes, BellSouth will waive the non-recurring charge for that unbundled element.
- D.7 If unusual or unexpected circumstances prolong or extend the time required to accomplish the coordinated cut-over, the Party responsible for such circumstances is responsible for the reasonable labor charges of the other Party. Delays caused by the customer are the responsibility of SMNI.
- D.8 If SMNI has ordered Service Provider Number Portability (SPNP) as part of an unbundled loop installation, BellSouth will coordinate implementation of SPNP with the loop installation.
- D.9 The conversion/installation time intervals which shall apply to unbundled loops and network elements shall be as expressed herein.

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E. Service Quality

- E.1 At a minimum, the service quality of leased network elements should match that of BellSouth's own elements and conform to all Bellcore and ANSI requirements applicable to the type of service being provided. In addition, BellSouth will provide maintenance services on network elements purchased by SMNI which are timely, consistent and at parity with that provided when such elements are used for its own purposes.
- E.2 Maintenance support shall be available 7 days a week, 24 hours a day. Provisioning support shall be available at the same times at which BellSouth installs its own bundled local exchange services.
- E.3 Installation and service intervals shall be the same as when BellSouth provisions such network elements for use by itself, its affiliates or its own retail customers.
- E.4 In facility and power outage situations, BellSouth agrees to provide network elements leased by SMNI the same priority for maintenance and restoral as similar elements used by BellSouth for itself or its affiliates.
- E.5 The Parties agree that all interconnection arrangements and services will at a minimum be subject to technical standards which are equal to those that BellSouth affords to itself, any other LEC or other telecommunications carrier. This must, at a minimum, include parity in:
- Port features
 - Treatment during overflow/congestion conditions
 - Equipment/interface protection
 - Power redundancy
 - Sufficient spare facilities to ensure provisioning, repair, performance and availability
 - Mediation functions
 - Standard interfaces
 - Real time control over switch traffic parameters

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- Real time access to integrated test functionality
- Real time access to performance monitoring and alarm data

F. Network Information Exchange

- F.1 BellSouth shall provide SMNI with information sufficient to determine an end user's existing service and feature configurations.
- F.2 BellSouth agrees to provide SMNI with all necessary engineering information regarding all unbundled network elements and combinations thereof, including information normally provided on records such as the detailed design layout records (DLR) for unbundled loops and circuits.
- F.3 BellSouth shall provide information to SMNI on a continuing basis required to keep SMNI apprised of engineering changes associated with BellSouth's network elements and its deployment of new technologies.
- F.4 BellSouth shall provide SMNI with a detailed description of the criteria and procedures used for handling facility and power outages.
- F.5 Where permitted by law, BellSouth will provide SMNI with electronic (magnetic tape and/or diskette) and hard copies of its Master Street Address Guide (MSAG), and any regular updates thereof.
- F.6 BellSouth will provide SMNI with access to a listing and description of all services and features available down to street address detail, including: Type of Class 5 switch by CLLI, line features availability by LSO, and service availability by LSO, as well as the data elements required by BellSouth to provision all such services and features.

G. Maintenance and Trouble Resolution

- G.1 BellSouth shall provide automated interfaces to SMNI for field dispatch scheduling, status of repairs and confirmation of repair completion. The mean time to repair unbundled loops shall be equivalent to the mean time to repair reported by BellSouth for its retail customers.
- G.2 Service centers shall be established by both Parties to handle service issues, escalations, resolution of billing issues and other administrative problems. Automated interfaces (such as the carrier gateway) shall be provided into a

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centralized customer support systems databases for access to services and features purchased by SMNI from BellSouth.

- G.3 The Parties agree to establish a real time automated industry standard electronic interface (EBI) to perform the following functions:
- Trouble Entry
 - Obtain Trouble Report Status
 - Obtain Estimated Time To Repair (ETTR) and ILEC Ticket Number
 - Trouble Escalation
 - Network Surveillance - Performance Monitoring (i.e., proactive notification of "auto detects" on network outages)
- G.4 The Parties agree to adopt a process for the efficient management of misdirected service calls.
- G.5 BellSouth will provide SMNI with numbers for the appropriate repair center until such time as a center is established to act as SMNI's single point of contact for all maintenance functions which will operate on a 24 hour a day, 7 days a week basis.
- G.6 BellSouth will be responsible for all reported trouble and will perform required test and/or maintenance until such trouble report is turned back to SMNI.
- G.7 The Parties agree to establish an escalation process for resolving maintenance troubles.
- G.8 BellSouth shall perform Mechanized Loop Tests (Quick Test) at the request of SMNI while SMNI is on line.
- G.9 BellSouth shall provide progress status reports sufficient to enable SMNI to provide end user customers with detailed information and an estimated time to repair (ETTR).
- G.10 BellSouth will close all trouble reports with SMNI. SMNI will close all trouble reports with the end user.

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- G.11 BellSouth will not undertake any work at an end user's request for which SMNI would be charged without obtaining the prior approval of SMNI. This includes authorizations by SMNI if a dispatch is required to the customer premises as well as verification of actual work completed. SMNI will coordinate dispatches to the customer premises. This includes dispatches for customer not-at-home.
- G.12 All Auto/Subscriber Line Tests (ALIT/SLIT) tests performed on SMNI customers that result in a failure will be reported to SMNI.
- G.13 BellSouth will ensure that all applicable alarm systems that support SMNI customers are operational and the supporting databases are accurate so that equipment that is in alarm will be properly identified. BellSouth will respond to SMNI customer alarms consistent with how and when they respond to alarms for their own customers.
- G.14 Nondiscriminatory emergency restoration and disaster recovery plans will be developed consistent with TSR essential line procedures. The plans should outline methods for the restoration of each central office in the local network provider territory as well as contain site specific restoration alternatives which can be implemented based on the magnitude of the disaster. Each plan should incorporate at a minimum the following elements:
- a. A BellSouth single point of contact which shall be:
 - Responsible for notification of the SMNI work center
 - Responsible for the initiation of BellSouth's restoration plan
 - Responsible for status and problem resolution during the entire restoration process
 - b. A restoration equipment dispatch plan which will establish a:
 - Documented procedure on how equipment will be dispatched to the restoration site
 - Estimated maximum time for the restoration equipment to arrive on site
 - c. Prior notification, with the option to influence the decision of any scheduled maintenance activity performed by the local supplier that may be service affecting to SMNI local customers (*i.e.*, cable throws, power tests, *etc.*).

H. Billing for Network Elements

- H.1 BellSouth will bill all unbundled elements and associated services purchased by SMNI (either directly or by previous assignment by a customer) on no

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more than two (2) consolidated statements per Point of Interconnection (POI) with sufficient billing detail to enable SMNI to reasonably audit such charges.

- H.2 Invoices must be presented monthly in a Carrier Access Billing Systems (CABS) and/or Customer Record Information System (CRIS) format in order to facilitate standard industry auditing practices. SMNI and BellSouth will agree on the flow and format of CARE records for correct provisioning and billing to DXCs.

I. Addition of Network Elements

SMNI may request that BellSouth allow purchase and interconnection of additional Network Elements at any time by making a demand in writing including a proposed revised Attachment C. BellSouth will respond in writing within thirty (30) days of receipt of such a request, and either accept or reject the service request. BellSouth may not refuse to make the requested Network Element available if its availability is required by FCC or state commission requirements, the Network Element is provided to any other telecommunications carrier, or interconnection is technically feasible and failure to obtain access to such Network Element might impair the ability of SMNI to provide telecommunications services. Pricing of such additional elements shall be provided within forty-five (45) days of receipt of the request for service, and shall be in accordance with the requirements of 47 U.S.C. § 252(d)(1).

Actual interconnection and provision of service shall be provided within ninety (90) days of receipt of the service request.

V. LOCAL TRAFFIC INTERCONNECTION ARRANGEMENTS

A. Types of Local Traffic to Be Exchanged

The Parties agree to provide the necessary facilities and equipment to allow for the exchange of the following types of traffic between BellSouth and SMNI:

- A.1 **Local Exchange:** Local traffic to be terminated on each party's local network so that customers of either party have the ability to reach customers of the other party without the use of access codes.
- A.2 **Exchange Access:** The offering of access to telephone exchange services or facilities-based origination and termination of intraLATA or interLATA toll services.

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- A.3 IXC Transit: BellSouth shall provide intermediary network access service between SMNI and any IXC for the purpose of completing interLATA or intraLATA toll traffic.
- A.4 Other Transit Functions: BellSouth shall provide intermediary tandem switching and transport services for SMNI's connection of its end user to a local end user of other CLECs, other ILECs, and wireless telecommunications providers.
- A.5 Intelligent Network and Network Surveillance: BellSouth shall provide open logical interconnection points to AIN/IN interface in their network. BellSouth must also provide access to monitoring, surveillance and other fraud control functions in its network.
- A.6 Other Services: BellSouth shall provide connection and call routing for 911, directory assistance, and operator assistance services.

B. Designated Points of Interconnection

The Parties shall designate Points of Interconnection (POIs) on each other's networks. SMNI shall at a minimum designate a POI at each BellSouth access tandem serving the local calling area of the exchanges being served by SMNI. SMNI may designate additional POIs within a BellSouth local calling area and BellSouth will not unreasonably refuse to interconnect at each such designated POI. BellSouth may designate a POI at one or more of SMNI's local switching centers within each LATA in which SMNI is providing local service. If no SMNI local switching center is located within such LATA, the Parties will arrange a POI at a mutually agreed point within such LATA. SMNI will not unreasonably refuse to interconnect at a POI designated by BellSouth.

- B.1 Interconnection will be available at any technically feasible point that is used in the transmission of voice, data or other types of traffic.
- B.2 Reciprocal connectivity shall be established at each and every BellSouth access tandem within the local calling area SMNI desires to serve for interconnection to those end offices that subtend the access tandem. At its discretion, SMNI may elect to interconnect directly at any BellSouth end offices for interconnection to end users served by that end office. Such 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 where available.

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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. The Parties agree that their facilities shall provide the necessary on-hook, off-hook answer and disconnect supervision, and shall hand off calling party number ID where technically feasible.

- B.3 In accordance with Section V.C hereafter, collocation arrangements will be established which are suitable for use in SMNI/BellSouth local interconnection and SMNI access to unbundled BellSouth network components. Allowable collocation equipment includes transmission and concentrating equipment.
- B.4 In accordance with Section V.D hereafter, the Parties agree to establish trunk groups such that each Party provides a reciprocal of each trunk group established by the other Party. The Parties agree to install efficient and sufficient facilities to carry traffic (1) to route calls originating on its network and terminating on the other carrier's network to its POI, and (2) to route calls originating on the other local exchange carrier's network, but terminating on its network from that carrier's POI, and will work cooperatively to ensure such. Notwithstanding the foregoing, each Party may construct its network, including the interconnecting facilities, to achieve optimum cost effectiveness and network efficiency.
- B.5 Each Party shall be responsible for routing calls to the POI for termination via the other's facilities. Each Party shall bear its own costs related to installation at the POI. SMNI may establish POIs on the BellSouth network via a negotiated expanded interconnection arrangement or via leased transport between the SMNI network and the BellSouth access tandem. BellSouth may establish POIs on the SMNI network via an expanded interconnection arrangement at the SMNI local switching center or via leased transport between an SMNI expanded interconnect arrangement and an SMNI local switching center.
- B.6 Either Party may use the POI for the interconnection of other types of services, such as toll services, subject to the applicable rates for such interconnection.
- B.7 BellSouth may not impose any restrictions on traffic types delivered to or from the POI(s). Notwithstanding the foregoing, the Parties hereto agree

V. Local Traffic Interconnection Arrangements
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that no interexchange access services traffic will be exchanged as local traffic hereunder.

- B.8 Once traffic is delivered to the POI, it is the terminating carrier's responsibility to terminate the traffic to its end users. Calls should be terminated using the same network, ensuring the same quality of service, as the carrier provides its own customers.
- B.9 Except as specifically provided for in Attachment C-1 hereto neither Party will charge the other reconfiguration charges for new installations at existing POIs.
- B.10 BellSouth will absorb any applicable nonrecurring charges incurred by SMNI as a result of network redesigns/reconfigurations initiated by BellSouth to its own network.

C. Facilities for Local Interconnection

- C.1 The parties agree there are four appropriate methods of interconnecting facilities: (1) virtual collocation where physical collocation is not practical for technical reasons, because of space limitations or at the option of the Party requesting interconnection; (2) physical collocation; (3) interconnection via purchase of facilities from either party by the other party; and (4) mid fiber meet. Rates and charges for collocation are set forth in Attachment C-1 hereto and applicable provisions of BellSouth's access service tariffs.
- C.2 Each Party hereto at its election shall have the sole right and discretion to specify any one of the following methods for interconnection at the POI:
 - a. a mid-fiber meet in a manhole or other appropriate junction point inside, near to, or just outside the wire center designated as the POI, in which case the Party requesting interconnection shall additionally have the sole right and discretion to effect such meet by leasing from a third party, fiber facilities into the POI mid-fiber meet junction point (i.e., virtual collocation);
 - b. a collocation facility which it maintains at the other Party's POI wire center (i.e., physical collocation);

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- c. a collocation facility maintained at the POI wire center by a third party with whom the Party requesting interconnection has contracted for such purpose; or
- d. a digital transport facility(ies) leased from the other Party hereto under the most favorable contract or tariff terms offered, where such facility(ies) extends to the POI from some second point designated by the Party requesting interconnection.

The Party requesting interconnection may, upon 60 days' advance written notice to the other Party, change from one of the interconnection methods specified above to another of the networks specified above. A mutually acceptable third party contractor or the Party itself can be employed by the Party making the change to implement such changes, in which case no conversion or rollover charges will be assessed by the other party.

- C.3 Existing SMNI special access collocation arrangements with BellSouth shall be available for use by SMNI in the provision of switched services hereunder at no additional charge to SMNI.
- C.4 SMNI may at its option replace current virtual collocation arrangements at any location with physical collocation arrangements. The Parties agree that no termination penalties or liabilities will apply to the termination of existing virtual collocation arrangements. A mutually acceptable third party contractor can be employed by the Party making the change to implement such a replacement, in which case no conversion, installation or non-recurring charges will be assessed by the other Party.

D. Trunking and Signaling

- D.1 a. The Party receiving traffic for termination can elect to receive the traffic in one of two ways: (a) over separate trunks for local and non-local; or (b) on combined trunks; provided that sepa. ~~ie~~ trunk groups shall be utilized where the delivering party is unable to furnish an auditable percent local usage (PLU) factor to the party receiving the traffic on a quarterly basis.
- b. If direct end office trunking with combined trunks is used, the Parties will work cooperatively to develop a procedure for accurately determining the amount of interLATA access traffic for proper application of switched access charges.

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- D.2 Trunking shall be available to any switching center designated by either carrier: including end offices, access tandems, 911 routing switches, directory assistance/operator services switches, or any other feasible point in the network. The Parties shall have the option for either one-way or two-way trunking. Directionality in this case refers to the traffic flowing between two networks, not to the logical or physical configuration of the trunk. All trunks should be configured two way for testing purposes.
- D.3 Trunking can be established to tandems or end offices or a combination as mutually agreed. Normally, trunking will be at the DS-1 level. On a trunk group specific basis, the Parties may agree to establish trunking at higher (e.g., DS-3) levels. Initial trunking will be established between the SMNI local switching centers and the BellSouth access tandems. The Parties will utilize direct end office trunking under the following conditions:
- a. BellSouth tandem exhaust - If a BellSouth access tandem to which SMNI is interconnected is unable to, or is forecasted to be unable to, support additional traffic loads for any period of time, the Parties will mutually agree on an end office trunking plan that will alleviate the tandem capacity shortage and ensure completion of traffic between SMNI and BellSouth subscribers.
 - b. Traffic volumes - The Parties shall install and retain direct end office trunking sufficient to handle actual or reasonably forecast traffic volumes, whichever is greater, between an SMNI local switching center and a BellSouth office where traffic between such points exceeds or is forecast to exceed 125,000 minutes of local traffic per month. The Parties will install additional capacity between such points when overflow traffic between the SMNI switching center and BellSouth access tandem exceeds or is forecast to exceed 125,000 minutes of local traffic per month.
 - c. Mutual agreement - The Parties may install direct end office trunking upon mutual agreement in the absence of conditions (a) or (b) above and agreement will not unreasonably be withheld.
- D.4 The Parties will provide Common Channel Signaling (CCS) to one another, where and as available, at no charge, in conjunction with all POI trunk groups. The Parties will cooperate in the exchange of Transaction Capabilities Application Part (TCAP) messages to facilitate full interoperability of CCS-based features between their respective networks,

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including all CLASS features and functions, to the extent each carrier offers such features and functions to its own end users. All CCS signaling parameters will be provided including calling party number (CPN), originating line information (OLI) calling party category, charge number, etc. All privacy indicators will be honored. Where available, network signaling information such as Carrier Identification Parameter (CCS platform) and CIC/OZZ information (non-CCS environment) will be provided wherever such information is needed for call routing or billing. The Parties will follow all Ordering and Billing Forum (OBF) adopted standards pertaining to CIC/OZZ codes. Where CCS is not available, in-band multi-frequency (MF) wink start E&M channel associated signaling will be provided. Such MF arrangements will require a separate trunk group between SMNI's switch and one specified BellSouth switch.

- D.5 SMNI shall establish CCS interconnection with BellSouth signal transfer points (STPs) in each LATA, either directly or via an intermediary STP provider.
- D.6 SMNI may opt at any time to terminate to BellSouth some or all local exchange traffic and intraLATA toll traffic originating on its network, together with switched access traffic, via Feature Group A, B, C or D Switched Access services which SMNI may otherwise purchase from BellSouth, subject to the rates, terms and conditions specified in BellSouth's applicable switched access tariffs. At no time shall SMNI be required to route outbound traffic via facilities for which a full retail or end user toll charge would be assessed when parallel FG-A, FG-B, FG-C, or FG-D routing, or routing via a different carrier exists which is capable of carrying and completing said traffic at more favorable rates.
- D.7 The Parties will cooperate to jointly plan for the deployment of intercompany 64 Kbps per second clear channel capability.
- D.8 Service arrangements hereunder shall be engineered to an objective, consistent P.01 or better grade of service at the peak busy hour.
- D.9 The Parties shall periodically exchange technical descriptions and trunk/traffic forecasts of their interconnection and traffic requirements in sufficient detail to assure traffic completion to and from all customers within the appropriate calling areas.

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- D.10 BellSouth shall deliver intraLATA traffic originating from its subscribers and terminating to SMNI's subscribers via a combined two-way trunk group using facilities leased from SMNI on mutually agreeable terms.
- D.11 BellSouth will provide interconnection to and from intelligent network, signaling, monitoring, surveillance and fraud control points.
- D.12 BellSouth shall provide and implement all industry standard SS7 parameters as well as procedures that are defined in the ANSI standards, even if today's services do not specifically require these features. These functions shall include:
 - a. All functions of the ISUP, TCAP, SCCP, and MTP as specified in relevant BellCore specifications.
 - b. All functions of the OMAP, including MTP Routing Verification Test (MRVT) and SCCP Routing Verification Test (SRVT).
- D.13 BellSouth shall provide a signaling link which consists of a 56 kps transmission path or other rates as defined by ANSI standards between SMNI designated Signaling Points of Interconnection (SPOIs), satisfying an appropriate requirement for physical diversity.
- D.14 The Parties shall meet or exceed SS7 performance objectives as described in Bellcore TR-905 section 7, and MTP and SCCP performance as specified by ANSI.
- D.15 Either Party shall have the option for Multi-Frequency (MF) signaling, but only when either party does not have the technical capability to provide SS7 facilities.
- D.16 Other Signaling Requirements:
 - a. CIP shall be provided (CIC within the SS7 call set-up signaling protocol) at tariffed charges.
 - b. All mandatory SS7 signaling parameters must be provided including Calling Party Number (CPN). All privacy indicators must be honored.
 - c. The Parties must provide Signaling System 7 (SS7) to one another.

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E. Network Management

- E.1 The Parties agree to work cooperatively to install and maintain reliable interconnected telecommunications networks, including but not limited to, the exchange of appropriate information concerning network changes that affect services to the other Party, maintenance contact numbers and escalation procedures.
- E.2 The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria.
- E.3 The Parties will work cooperatively to apply sound network management principles by invoking appropriate network management controls (e.g., call gapping) to alleviate or prevent network congestion.
- E.4 The Parties will cooperate to determine the performance of their respective networks and will implement joint management controls to further overall service integrity.
- E.5 The Parties will jointly develop and agree on a Joint Interconnection Grooming Plan prescribing standards to ensure that traffic exchanged over the POI trunk groups experiences a consistent P.01 or better grade of service peak busy hour, and other appropriate, relevant industry-accepted quality, reliability and availability standards. Such plan shall also include mutually agreed upon standards for the configuration of segregated POI trunk groups. In addition, the plan shall also include standards and procedures for notification of trunk disconnections and discoveries of trunk disconnections. Neither Party shall be expected to maintain active status for a trunk disconnected by the other Party for an extended or indefinite period of time. The Parties will use their best collective good faith efforts to complete and agree on a Joint Interconnection Grooming Plan within 90 days following execution of this agreement.
- E.6 BellSouth will establish and adhere to competitive intervals for the delivery of FOCs, DLRs and facilities. Such intervals need to ensure that facilities are provisioned in time frames and according to standards that meet or exceed those that BellSouth provides to itself for its own network and end users. Intervals should not exceed the Customer Designated Date (CDD).

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- E.7 Upon request, BellSouth will provide SMNI with read and write access to the BellSouth maintenance and trouble report systems including the following systems and/or functionality:
- Trouble reporting/dispatch capability - access must be real time
 - Repair status/confirmation; maintenance/trouble report systems
 - Planned/Unplanned outage reports
- E.8 Each Party has the duty to alert the other to any network events that can result or has resulted in service interruption, blocked calls, or changes in network performance, on a real time basis.
- E.9 BellSouth will adopt any multi-ILEC trouble management procedures and escalation processes developed by the NOF.
- E.10 The Parties will work cooperatively to plan and implement coordinated repair procedures for the local interconnection trunks and facilities to ensure trouble reports are resolved in a timely and appropriate manner.
- E.11 The Parties will provide each other with a trouble reporting number that is readily accessible and available 24 hours a day, 7 days a week. In addition, the Parties will provide each other test-line numbers and access to test lines.
- E.12 The quality of interconnection services should be no less than that provided by BellSouth for its own services.
- E.13 Provision and restoration of interconnection circuits will take priority over any other non-emergency network requirements.
- E.14 The time interval for installation of POIs by BellSouth will be negotiated on an ICB basis, subject to an agreement that installation of such POI's will be completed within a target of sixty (60) calendar days.
- E.15 Completion confirmation shall be provided to ensure that all necessary translation work is completed on newly installed facilities.
- E.16 The Parties shall periodically exchange technical descriptions and forecasts of their interconnection and traffic requirements in sufficient detail to assure traffic completion to and from all customers within the appropriate calling areas.

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E.17 BellSouth will provide and update an electronic copy of their Switch Network ID Database with a complete list of features and functions by switch, NPA/NXXs, business/residence counts and identification, rate centers, etc.

F. Local Number Assignment

SMNI will assign telephone numbers to its customers to ensure local calling scopes as per Section A of 3.6 of the General Subscriber Service Tariff; provided, that sufficient quantities of numbering resources are made available to SMNI.

G. Cross-Connection to Other Collocators

Where one Party collocates in the wire center of the other Party, the Party operating the wire center shall allow the Party collocated at the wire center to directly interconnect to any other entity which maintains a collocation facility at that same wire center. The Party operating the wire center shall enable such interconnection by effecting a cross-connection between those collocation facilities, as jointly directed by the Party collocated at the wire center and the other collocated entity. For each such cross-connection, the Party operating the wire center shall charge one-half the otherwise applicable standard tariff or contract special access cross-connect rate to the collocated Party, and the identical rate to the other collocated entity. No other charges shall apply for such cross-connection.

VI. LOCAL TRAFFIC EXCHANGE

A. Exchange of Traffic

The Parties agree for the purpose of this Agreement only that local interconnection is defined as the delivery of local traffic to be terminated on each party's local network so that customers of either party have the ability to reach customers of the other party, without the use of any access code or delay in the processing of the call. Local traffic for these purposes shall include any telephone call that originates and terminates in the same LATA and is billed by the originating exchange outside of BellSouth's service area with respect to which BellSouth has a local interconnection arrangement with an independent LEC, with which SMNI is not directly connected. The Parties further agree that the exchange of traffic on BellSouth's Extended Area Service (EAS), Extended Calling Service (ECS) and other toll substitute calling routes shall be considered local traffic and compensation for the termination of such traffic shall be pursuant to the terms of this section.

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B. Compensation

With the exception of the local traffic specifically identified in subsection (C) hereafter, each party agrees to terminate local traffic originated and routed to it by the other party. The Parties agree that BellSouth will track the usage for both companies for the period of the Agreement. BellSouth will provide copies of such usage reports to SMNI on a monthly basis. For purposes of this Agreement, the Parties agree that there will be no cash compensation exchanged by the parties during the term of this Agreement unless the difference in minutes of use for terminating local traffic exceeds 2 million minutes per exchange area on a monthly basis. In such an event, the Parties will thereafter negotiate the specifics of a traffic exchange agreement which will apply on a going-forward basis.

C. Transitted Traffic

If either party provides intermediary tandem switching and transport services for the other party's connection of its end user to a local end user of: (1) a CLEC other than SMNI; (2) an ILEC other than BellSouth; or (3) another telecommunications company such as a wireless telecommunications service provider, the party performing the intermediary function will bill a \$0.002 per minute charge. However, BellSouth agrees that SMNI may cross-connect directly to such third Parties at the POI. In such an event, tariffed cross-connection non-recurring charges will apply, and no transitting charge will apply.

VII. MEET-POINT BILLING ARRANGEMENTS

Both Parties hereto provide interexchange access transport services to IXCs and other access service customers. Pursuant to the terms of this Agreement, and to the extent SMNI requires meet-point arrangements, SMNI will interconnect at selected BellSouth switches of its choosing for the purposes of providing certain Switched Access Services. On such occasions, a portion of the access transport service will be provided by each of the Parties hereto. This section establishes arrangements intended to enable each of the Parties hereto to serve and bill their mutual Switched Access Service customers, on an accurate and timely basis. The arrangements discussed in this section apply to the provision of both interLATA and intraLATA Switched Access Services. It is understood and agreed that SMNI is not obligated to provide any of its Switched Access Service(s) through any specific access tandem switch or access tandem provider, and may at its sole discretion, with due notice to those affected, modify its serving arrangements on its own initiative.

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A. Applicability of OBF Guidelines

Meet-point billing (MPB) arrangements shall be established between the Parties to enable SMNI to provide, at its option, Switched Access Services to third Parties via specified LEC switches, in accordance with the Meet-Point Billing guidelines adopted by and contained in the Ordering and Billing Forum's MECAB and MECOD documents, except as modified herein. These arrangements are intended to be used to provide Switched Access Service that originates and/or terminates on an SMNI-provided Exchange Service, where the transport component of the Switched Access Service is routed through specified BellSouth switches.

B. Meet-Point Interconnection

- B.1 The Parties shall establish MPB arrangements in each LATA or locality where switched services are provided by SMNI, between the correspondingly identified Rating Point/Switch pairs. BellSouth shall provide homing/subtending access tandem arrangements through the same (or a closely proximate) switching entity used for access services to BellSouth's end users. This does not foreclose the possibility that other mutually agreeable arrangements may be utilized by mutual agreement of the Parties where appropriate.
- B.2 At SMNI's discretion, interconnection for the MPB arrangement shall be established at the POI as described hereafter, at a collocation facility maintained by SMNI or an affiliate of SMNI at specified BellSouth switches, or at any point mutually agreed to by the Parties, consistent with the terms and conditions herein.
- B.3 Two-way meet point trunks which are separate from the local interconnection trunk groups will be established to enable SMNI and BellSouth to provide Exchange Access Services to IXCs via a BellSouth Central Office. No Party shall charge the other any amount for any meet point facilities unless one Party is ordering trunks from the other.
- B.4 Common Channel Signaling (CCS) shall be utilized in conjunction with meet-point billing arrangements to the extent such signaling is technically compatible with and economically reasonable to provide through the BellSouth switch, except that MF signaling shall be used on a separate trunk group for originating FGD access to Exchange Access Customers that uses the MF FGD signaling protocol. The Parties may establish CCIS interconnection either directly or through a third party.

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- B.5 SMNI may establish CCS interconnections either directly or through a third-party. The Parties will exchange TCAP messages to facilitate full interoperability of CCIS-based features between their respective networks, including all CLASS features and functions to its own end users. The Parties will provide all CCIS signaling, Billing Number, originating line information (OLI) and any other such similar service. For terminating FGD, BellSouth will pass CPN if it receives CPN from FGD carriers. All privacy indicators will be honored. Where available, network signaling information, such as Transit Network Selection (TNS) parameter (CCIS platform) and OZZ/CIC information (non-CCIS environment) will be provided whenever such information is needed for call routing or billing. The Parties will follow all OBF adopted standards pertaining to TNS and OZZ/CIC codes.
- B.6 All originating Toll Free Service calls for which BellSouth performs the Service Switching Point (SSP) function (e.g., performs the database query) shall be delivered by SMNI using GR-394 format over a trunk group designated for Toll Free Service. Carrier Code "0110" and Circuit Code of "08" shall be used for all such calls. In the event SMNI becomes a toll free service provider, BellSouth shall deliver traffic using the GR-394 format over a trunk group designated for Toll Free Service.
- B.7 All originating Toll Free Service calls for which SMNI performs the SSP function, if delivered to BellSouth, shall be delivered by SMNI using GR-394 format over the meet point trunk group for calls destined to IXCs, or shall be delivered by SMNI using GR-317 format over the Local Interconnection Trunk Group for calls destined to end offices that directly subtend BellSouth access tandems.
- B.8 Originating Feature Group B calls shall be delivered to BellSouth's tandem using the interLATA trunk groups.

C. Tariffs

SMNI and BellSouth will use their best reasonable efforts, individually and collectively, to maintain provisions in their respective federal and state access tariffs sufficient to reflect this MPB arrangement, including appropriate MPB percentages consistent with applicable industry standard practice and in accordance with Section VII.F hereafter.

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D. Billing and Data Exchange

- D.1 Each Party shall implement the "Multiple Bill/Multiple Tariff" option in order to bill an IXC for the portion of the jointly provided telecommunications service provided by that Party. For all traffic carried over the MPB arrangement, each Party shall only bill the rate elements identified for it in this Agreement. For transport elements subject to billing percentages, each Party shall utilize the billing percentages discussed in Section III.C preceding and Section VII.F hereafter. The actual rate values for each element shall be the rates contained in that Party's own effective federal and state access tariffs. The Parties shall utilize complementary monthly billing periods for meet-point billing.
- D.2 BellSouth may charge the IXC for use of the entrance facility, the tandem switching and the mutually agreed portion of non-interconnection transport charges. BellSouth will not include an element for the Residual Interconnection Charge (RIC) and SMNI will be entitled to bill and collect the appropriate RIC and/or any other applicable rate elements.
- D.3 Each party will provide to the other access records sufficient to enable billing to the IXCs. Records shall be provided in the Exchange Message Record format, Bellcore Standard BR 010-200-010, as amended.
- D.4 BellSouth shall provide to SMNI the billing name, billing address, and CIC of the IXCs and copies of relevant IXC Access Service Requests (ASRs), in order to comply with the MPB notification process as outlined in the MECAB document, on an electronic medium basis using the EMR format.
- D.5 BellSouth shall provide SMNI, on a daily basis, switched access detail usage data (EMR Category 101XX records) on magnetic tape or via electronic file transfer using EMR format, for calls from IXCs that have transited BellSouth's tandems and terminated to SMNI's switching center(s).
- D.6 SMNI shall provide BellSouth, on a monthly basis, switched access summary usage data (EMR Category 1150XX records) on magnetic tape or via electronic file transfer using EMR format, for calls to IXCs which originate at SMNI's switching center(s).
- D.7 The Parties will exchange test files to support the initial implementation of the meet point billing processes provided for in this Agreement. Exchange of test data will commence one week after AMA certification begins. These data shall be actual recorded usage records.

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- D.8 Each Party shall coordinate and exchange the billing account reference (BAR) and billing account cross reference (BACR) numbers for the MPB Service. Each Party shall notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number.
- D.9 If access usage data is not processed and delivered by either Party and sent to the other in a timely manner and in turn such other Party is unable to bill the IXC, the delivering Party will be held liable for the amount of lost billing.
- D.10 Errors may be discovered by SMNI, the IXC or BellSouth. Both BellSouth and SMNI agree to provide the other Party with notification of any discovered errors within seven (7) business days of the discovery. In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data and if such reconstruction is not possible, shall accept a reasonable estimate of the lost data based upon three (3) to twelve (12) months of prior usage data.
- D.11 The Parties shall not charge one another for the services rendered or information provided pursuant to this Section VII of this Agreement.

E. Toll Free IXC Traffic

MPB will apply for all traffic bearing the 800, 888, or any other non-geographic NPA which may be likewise designated for such traffic in the future, where the responsible party is an IXC. In those situations where the responsible party for such traffic is a LEC, full switched access rates will apply.

F. MPB Billing Percentages

The MPB billing percentage for each SMNI Rating Point shall be calculated according to the following formulas:

In any service jointly provided by BellSouth and SMNI for which meet point billing arrangements are adopted, the meet point billing percentages shall be based on the relative distances (*i.e.*, airline mileage) between the meet point and the two rating points as follows:

$$\text{SMNI percentage} = \frac{a}{(a+b)}$$

$$\text{BellSouth percentage} = \frac{b}{(a+b)}$$

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where "a" is the airline mileage between the relevant SMNI rating point (e.g., serving switch) and the meet point and "b" is the airline mileage between the BellSouth rating point and the meet point.

G. Special Arrangements

- G.1 In a few instances, the involvement of yet a third provider of switched access may be needed for particular traffic. For purposes of customer billing, when three or more LECs are involved in the transmission of a particular message, the intermediate carriers will have no rating point, and the relevant mileage measurement is between the two end points.
- G.2 In the case of DXC traffic terminating to SMNI ported numbers, the Parties will, unless IXC actual minutes of use can be measured, account for access revenue on a state-by-state basis by using verifiable BellSouth/SMNI interstate and intrastate minutes of use reported on the applicable ARMIS report at the total DXC access rates applicable to BellSouth less the BellSouth/SMNI meet point access minutes at the meet point billing access rates applicable to BellSouth, with no other subtractions.
- G.3 If either Party provides intermediary functions for network access service connection between an DXC and another Party, each Party will provide their own network access services to the IXC on a meet-point basis. The meet-point billing arrangement will be through the multiple bill. Each Party will bill its own network access services rates to the IXC with the exception of the residual interconnection charge. Each Party shall bill 50% of its residual interconnection charges in such case.

VIII. TOLL TRAFFIC INTERCONNECTION

- A. The delivery of interexchange toll traffic by a Party to the other Party shall be reciprocal and compensation will be mutual. For terminating its toll traffic on the other Party's network, each Party will pay the other Party's tariffed terminating switched access rate, inclusive of the interconnection charge and use carrier common line rate elements of the switched access rate. The Parties agree that their terminating switched rate shall be the rate in effect when the traffic is terminated.

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- B. For originating and terminating interexchange toll traffic, each Party shall pay the other Party's tariffed switched network access service rate elements on a per minute of use basis. Said rate elements shall be as set out in the Parties' respective access services tariffs as those tariffs are amended from time to time during the term of this Agreement. The appropriate charges will be determined by the routing of the call. If SMNI is the BellSouth end user's presubscribed interexchange carrier or if the BellSouth end user uses SMNI as an interexchange carrier on a 10XXX basis, BellSouth will charge SMNI the appropriate tariff charges for originating network access services. If BellSouth is serving as the SMNI end user's presubscribed interexchange carrier or if the SMNI end user uses BellSouth as an interexchange carrier on a 10XXX basis, SMNI will charge BellSouth the appropriate BellSouth tariff charges for originating network access services.

IX. NUMBER RESOURCE ARRANGEMENTS

- A. Nothing in this Agreement shall be construed to in any manner limit or otherwise adversely impact either Party's right to request and be assigned any North American Numbering Plan (NANP) number resources including, but not limited to, central office (NXX) codes pursuant to the Central Office Code Assignment Guidelines (last published by the Industry Numbering Committee (INC) as INC 95-0407-008, Revision 4/7/95, formerly ICCF 93-0729-010), or to independently, and in a technically compatible manner, establish and publish in any and all switched telecommunications industry routing and rating databases, by tariff or otherwise, Rate Centers Rating Points, destination switching entity/office and routing/tandem information corresponding to such NXX codes.
- B. During any period under this Agreement in which it serves as the NANP administrator for its territory, BellSouth shall ensure that SMNI has nondiscriminatory access to telephone numbers for assignment to its telephone exchange service customers, and will assist SMNI in applying for NXX codes for its use in providing local exchange services. It is mutually agreed that BellSouth shall provide numbering resources pursuant to the Bellcore Guidelines Regarding Number Assignment and compliance with those guidelines shall constitute nondiscriminatory access to numbers. SMNI agrees that it will complete the NXX code application in accordance with Industry Carriers Compatibility Forum, Central Office Code Assignment Guidelines, ICCF 93-0729-010.
- C. If during the term of this Agreement BellSouth is no longer the NANP administrator, the Parties agree to comply with the guidelines, plan or rules adopted pursuant to 47 U.S.C. § 251(e).

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- D. Each Party agrees to make available to the other, up-to-date listings of its own assigned NPA-NXX Codes, along with associated rating points and rate centers.
- E. It shall be the responsibility of each Party to program and update its switches and network systems pursuant to the local exchange routing guide (LERG) and other switched telecommunications industry guidelines to recognize and route traffic to the other Party's assigned NXX codes using that party's preferred routing at all times. Neither Party shall impose any fees or charges whatsoever on the other Party or such activities, except as expressly defined in this Agreement.
- F. Each Party shall be responsible for notifying its customers of any changes in dialing arrangements due to NPA exhaustion. Neither party shall be obligated to adopt the specific end user dialing plan of the other.
- G. Administration and assignment of numbers will be moved to a neutral third party in the future. In the interim, while BellSouth is still administering numbering, the following will apply:
 - 1. BellSouth will assign NXXs to SMNI on a nondiscriminatory basis and on the same basis as to itself.
 - 2. No restriction is placed on the ability to assign NXXs per rate center.
 - 3. Testing and loading of SMNI's NXXs' should be the same as BellSouth's own.
 - 4. BellSouth cannot discriminate in the allocation of number and types of NXXs assigned to SMNI.
 - 5. BellSouth will assign NXXs to SMNI without the imposition of charges that are not imposed upon itself.
 - 6. BellSouth will load NXXs according to industry guidelines, including the terminating LATA in which the NXXs/rate center is located.
 - 7. Until such time that number administration is moved to an independent third party, BellSouth will provide routine reporting on NXX availability, fill rates, and new assignments.
 - 8. In the event of NPA-NXX splits, it is agreed that SMNI may continue use of the pre-existing NPA-NXX for existing customers.

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9. BellSouth will supply SMNI with copies of its Local Calling Area Boundary Guide, including all updates thereto.
10. All BellSouth services provided to SMNI pursuant to this Article will be at no charge to SMNI.

X. ACCESS TO POLES, DUCTS, CONDUITS, AND RIGHTS OF WAY

- A. BellSouth agrees to provide to SMNI, pursuant to 47 U.S.C. § 224, as amended by the Act, nondiscriminatory access to any pole, duct, conduit, and right-of-way owned or controlled by BellSouth. BellSouth agrees to provide access at rates, terms and conditions which are no less favorable than those provided to any other telecommunications service provider or cable television provider (CATV), including those provided to itself or its affiliates.
- B. BellSouth must provide access to its unbundled network interface device.
- C. When BellSouth has equipment on, over or under public or private property, it will permit the use of such equipment by SMNI on an equal and nondiscriminatory basis.
- D. Any authorizations to attach to poles, overtopping requirements, or modifications to the conduit system or other pathways to allow access to and egress from the system shall not be hindered, restricted or unreasonably withheld or delayed. Such access and use shall be on terms and conditions identical to those that BellSouth provides to itself and its affiliates for the provision of exchange, exchange access and interexchange services.
- E. BellSouth agrees to take no action to intervene against, or attempt to delay, the granting of permits to SMNI for use of public rights-of-way or access with property owners.
- F. Any costs for improvements to/expansions of poles, etc., shall be prorated on a nondiscriminatory and neutral basis among and all users of the facility.
- G. No application fees will apply.
- H. Fees will be fixed for term of contract.
- I. BellSouth will provide routine notification of changes to poles, conduits, and rights-of-way.

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- J. BellSouth will provide open access to current pole-line prints, and conduit prints, make available maps of conduit and manhole locations, and allow manhole/conduit break-outs, and audits to confirm usability.
- K. BellSouth will provide regular reports on the capacity status and planned increase in capacity of each of these access channels to facilitate construction planning.
- L. BellSouth will provide information on the location of, and the availability to access conduit, poles, etc., when SMNI requests such information, within ten (10) working days after the request.
- M. The Parties agree to enter a Standard License Agreement incorporating specific rates, terms and conditions consistent with the foregoing.

XI. ANCILLARY SERVICES AND PLATFORM ARRANGEMENTS

A. 800 Traffic

- A.1 BellSouth agrees to compensate SMNI, pursuant to SMNI's published originating switched access charges, including the database query charge, for the origination of 800 and 888 traffic (combined "800") terminated to BellSouth.
- A.2 SMNI will provide to BellSouth the appropriate records necessary for BellSouth to bill BellSouth's intraLATA 800 customers. The records provided by SMNI will be in a standard EMR format for a fee, paid by BellSouth to SMNI, of \$0.015 per record.
- A.3 If SMNI provides 800 services to its end users during the term of this Agreement, it agrees to compensate BellSouth, pursuant to BellSouth's originating switched access charges, including the database query charge, for the origination of 800 traffic terminated to SMNI. BellSouth agrees to provide SMNI the appropriate records for SMNI to bill its 800 customers. The records provided will be in a standard EMR format for a fee, paid by SMNI to BellSouth, of \$0.015 per record.
- A.4 If during the term of this Agreement, BellSouth is permitted to provide interLATA 800 services, BellSouth will compensate SMNI for the origination of such traffic in accordance with the above.

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- A.5 If SMNI utilizes BellSouth's 800 database for query purposes only, the rates and charges shall be as set forth in the applicable BellSouth Access Services Tariff, as said tariff is amended from time to time during the term of this Agreement.
- A.6 Should SMNI 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. SMNI shall utilize SS7 Signaling links, ports and usage from BellSouth's interstate access services tariff. 800 access ten digit screening service is an originating service that is provided via 800 switched access service trunk groups from BellSouth's SSP equipped end office or access tandem providing an IXC Identification function and delivery of call to the IXC based on the dialed ten digit number. The rates and charges for said services shall be as set forth in the applicable BellSouth access services tariff as said tariff is amended from time to time during the term of this Agreement.
- B. 911/E-911**
- B.1 The Parties agree to interconnect with each other to provide Basic 911 and E-911 emergency calling services consistent with the terms of Attachment C-9 hereto.
- B.2 For Basic 911 service, BellSouth will provide to SMNI a list consisting of each county in Florida that subscribes to Basic 911 service. The list will also provide, if known, the E-911 conversion date for each county and, for network routing purposes, a ten-digit directory number representing the appropriate emergency answering position for each county subscribing to 911. SMNI will 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. SMNI will route that call out at the appropriate tandem or end office. When a county converts to E-911 service, SMNI shall discontinue the Basic 911 procedures and begin the E-911 procedures, set forth in subsection B.4 below.
- B.3 For E-911 service, SMNI shall install a minimum of two dedicated trunks originating from SMNI's serving wire center and terminating to the appropriate E-911 tandem. The dedicated trunks shall be, at minimum, DSO level trunks configured either as a 2 wire analog interface or as part of a

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digital (1.544 Mb/s) interface. Either configuration shall use CAMA type signaling with 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. SMNI will provide BellSouth daily updates to the E-911 database.

- B.4 If a county has converted to E-911 service, SMNI will forward 911 calls to the appropriate E-911 tandem, along with ANI, based upon the current E-911 end office to tandem homing arrangement as provided by BellSouth. If the E-911 tandem trunks are not available, SMNI will alternatively route the call to a designated 7-digit local number residing in the appropriate PSAP. This call will be transported over BellSouth's interoffice network and will not carry the ANI of the calling party.
- B.5 BellSouth will provide SMNI with an electronic interface from which SMNI may input and update subscriber records in the E-911 database. BellSouth shall also provide SMNI with an automated interface to access its Automatic Location Identification (ALI) database.
- B.6 BellSouth and SMNI agree that the practices and procedures contained in the E-911 Local Exchange Carrier Guide For Facility-Based Providers (LEC Carrier Guide) shall determine the appropriate procedures and practices of the Parties as to the provision of 911/E-911 Access. The LEC Carrier Guide shall at a minimum include, or BellSouth shall separately provide, 911 database update procedures and 911 trunk restoration procedures.
- B.7 If SMNI requires transport to the BellSouth 911 tandem, SMNI may, at SMNI's option, purchase such transport from BellSouth at rates set forth in either BellSouth's intrastate switched access services tariff or intrastate special access services tariff.
- B.8 BellSouth and SMNI will cooperatively arrange meetings to answer any technical questions that municipal or county coordinators may have regarding the 9-1-1/E-911 portions of this Agreement.
- B.9 Where BellSouth is responsible for maintenance of the E-911 database and can be compensated for maintaining SMNI's information by the municipality, BellSouth shall seek such compensation. BellSouth may seek compensation for its costs from SMNI only if and to the extent BellSouth is unable to obtain such compensation from the municipality.

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B.10 Nothing herein shall be construed to prevent SMNI from opting to route Basic 911 and E-911 calls to an alternative emergency call service bureau, to provide such services itself, or to route such calls directly to a Public Safety Answering Point (PSAP).

C. Provision of Operator Services

C.1 BellSouth will offer to SMNI Operator Call Processing Access Service BLV/BLVI Service and Directory Assistance Access Services. Rates, terms and conditions are set forth in section VI.F for BLV/BLVI Service, Attachment C-11 for Directory Assistance Access Services, and Attachment C-10 for Operator Call Processing Access Services. Each such attachment is incorporated herein by this reference.

C.2 BellSouth also will offer to SMNI CMDS Hosting and the Non Sent Paid Report System pursuant to the terms and conditions set forth in Attachment C-12 and Attachment C-13, incorporated herein by this reference.

D. Transfer of Service Announcements

When an end user customer changes from BellSouth to SMNI, or from SMNI to BellSouth, and does not retain its original telephone number, the Party formerly providing service to the end user will provide a transfer of service announcement on the abandoned telephone number. Each Party will provide this referral service at no charge to the other Party. This announcement will provide details on the new number to be dialed to reach this customer.

E. Coordinated Repair Calls

SMNI and BellSouth will employ the following procedures for handling misdirected repair calls:

E.1 SMNI and BellSouth will educate their respective customers as to the correct telephone numbers to call in order to access their respective repair bureaus.

E.2 To the extent the correct provider can be determined, misdirected repair calls will be referred to the proper provider of local exchange service in a courteous manner, at no charge, and the end user will be provided the correct contact telephone number. In responding to repair calls, neither Party shall make disparaging remarks about each other, nor shall they use

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I. Access to Signaling and Signaling Databases

- 1.1 BellSouth will offer to SMNI use of its SS7 signaling network and signaling databases on an unbundled basis at the rates included in Attachment C-5 hereto. Signaling functionality will be available with both A-link and B-link connectivity.**
- 1.2 BellSouth agrees to input NXX assigned to SMNI into the Local Exchange Routing Guide (LERG).**
- 1.3 BellSouth will enter SMNI line information into its Line Information Database (LIDB) pursuant to the terms and conditions contained in Attachment C-6 hereto, incorporated herein by this reference. Entry of line information into LIDB will enable SMNI's end users to participate or not participate in alternate billing arrangements such as collect or third number billed calls.**
- 1.4 BellSouth will provide SMNI with access to LIDB for call and card validation purposes pursuant to the rates, terms and conditions contained in Attachment C-7 hereto.**
- 1.5 If SMNI utilizes BellSouth's 800 database for query purposes only applicable BellSouth tariffed rates will apply.**

XII. TELEPHONE NUMBER PORTABILITY ARRANGEMENTS

- A. The Parties agree to provide interim Service Provider Number Portability (SPNP) on a reciprocal basis between their networks to enable their end user customers to utilize telephone numbers associated with an Exchange Service provided by one Party, in conjunction with an Exchange Service provided by the other Party, upon the coordinated or simultaneous termination of the first Exchange Service and activation of the second Exchange Service. The Parties shall provide reciprocal SPNP immediately upon execution of this Agreement via remote call forwarding (RCF) or Direct Inward Dialing (DID). SPNP shall operate as follows:**
 - A.1 An end user customer of Party A elects to become an end user customer of Party B. The end user customer elects to utilize the original telephone number(s) corresponding to the Exchange Service(s) it previously received from Party A, in conjunction with the Exchange Service(s) it will now receive from Party B. Upon receipt of a service order assigning the number**

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to Party B, Party A will implement an arrangement whereby all calls to the original telephone number(s) will be forwarded to a new telephone number(s) designated by Party B within the same access where the original NXX code is used. Party A will route the forwarded traffic to Party B over the appropriate trunk groups, as if the call had originated on Party A's network.

- A.2 Party B will become the customer of record for the original Party A telephone numbers subject to the SPNP arrangements. Party A will provide Party B a single consolidated master billing statement for all collect, calling card, and third-number billed calls associated with those numbers, with subaccount detail by retained number. Such billing statement shall be delivered via either electronic data transfer, daily magnetic tape, or monthly magnetic tape (for which option there shall be no charge). Party A shall provide to Party B the EMR detail records associated with the calls on the master billing statement.
- A.3 Party A will cancel line-based calling cards and will, as directed by Party B, update its Line Information Database (LIDB) listings for retained numbers, subject to RCF, and restrict or cancel calling cards associated with those forwarded numbers, as directed by Party B, subject to execution of an LIDB storage agreement in substantially the form attached hereto.
- A.4 Within two (2) business days of receiving notification from the end user customer, Party B shall notify Party A of the customer's termination of service with Party B, and shall further notify Party A as to that customer's instructions regarding its telephone number(s). Party A will reinstate service to that customer, cancel the SPNP arrangements for that customer's telephone number(s), or redirect the SPNP arrangement pursuant to the customer's instructions at that time.

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- B. SPNP-RCF is a telecommunications service whereby a call dialed to an SPNP-RCF equipped telephone number, is automatically forwarded to an assigned seven or ten digit telephone number within the local calling area as defined in Section A3 of the BellSouth General Subscriber Service Tariff. The forwarded-to number is specified by SMNI or BellSouth, as appropriate. Where technologically feasible, the forwarding party will provide identification of the originating telephone number, via SS7 signaling, to the receiving party. Neither party guarantees, however, identification of the originating telephone number to the SPNP-RCF end user. SPNP-RCF provides a single call path for the forwarding of no more than one simultaneous call to the receiving party's specified forwarded-to number. Additional call paths for the forwarding of multiple simultaneous calls are available on a per path basis and are in addition to the rate for SPNP-RCF service.
- C. The Parties shall provide RCF arrangements to each other at identical monthly rates. Recurring charges shall not exceed the actual cost of providing the service. There shall be no non-recurring charges. Until otherwise verified by reliable cost studies, actual cost for recurring charges are as follows:
1. Residential Services - \$1.15 per line, including 6 call paths;
 2. Business Service - \$2.25 per line, including 10 call paths; and
 3. Each additional path - \$0.50.

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- D. SPNP-DID service provides trunk side access to end office switches for direct inward dialing to the other Party's premises equipment from the telecommunications network to lines associated with the other Party's switching equipment and must be provided on all trunks in a group arranged for inward service. A SPNP-DID trunk termination, provided with SS7 signaling only, applies for each trunk voice grade equivalent. In addition, direct facilities are required from the end office where a ported number resides to the end office serving the ported end user customer. Transport mileage will be calculated as the airline distance between the end office where the number is ported and the POI using the V&H coordinate method. SPNP-DID must be established with a minimum configuration of two channels and one unassigned telephone number per switch, per arrangement for control purposes. Transport facilities arranged for SPNP-DID may not be mixed with any other type of trunk group, with no outgoing calls placed over said facilities. SPNP-DID will be provided only where such facilities are available and where the switching equipment of the ordering party is properly equipped. Where SPNP-DID service is required from more than one wire center or from separate trunk groups within the same wire center, such service provided from each wire center or each trunk group within the same wire center shall be considered a separate service. Only customer dialed sent paid calls will be completed to the first number of a SPNP-DID number group, however, there are no restrictions on calls completed to other numbers of a SPNP-DID number group.
- E. The Parties hereby agree to negotiate in good faith to establish the recurring and non-recurring charges, if any, for SPNP through DID. For this purpose, BellSouth shall provide SMNI with its relevant cost studies, subject to applicable non-disclosure obligations. In the event that the Parties are unable to agree upon the applicable charges, the issue shall be resolved in accordance with the process set forth in Article XXV. In the interim period, the rates contained in Attachment E hereto will apply.
- F. Each Party is responsible for obtaining authorization from the end user for the handling of the disconnection of the end user's service, the provision of new local service and the provision of SPNP services. Each Party is responsible for coordinating the provision of service with the other to assure that its switch is capable of accepting SPNP ported traffic. Each Party is responsible for providing equipment and facilities that are compatible with the other's service parameters, interfaces, equipment and facilities and is required to provide sufficient terminating facilities and services at the terminating end of an SPNP call to adequately handle all traffic to that location and is solely responsible to ensure that its facilities, equipment and services do not interfere with or impair any facility, equipment, or service of the other Party or any of its end users.

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- G. Each Party is responsible for providing an appropriate intercept announcement service for any telephone numbers subscribed to SPNP services for which it is not presently providing local exchange service or terminating to an end user. Where either Party chooses to disconnect or terminate any SPNP service, that Party is responsible for designating the preferred standard type of announcement to be provided.
- H. Each Party will be the other's Party's single point of contact for all repair calls on behalf of each Party's end user. Each Party reserves the right to contact the other Party's customers, if deemed necessary, for maintenance purposes.
- I. The Parties will migrate from RCF or DID to Permanent Number Portability (PNP) as soon as practically possible, without interruption of service (to the degree possible) to their respective customers.
- J. Under either an SPNP or PNP arrangement, SMNI and BellSouth will implement a process to coordinate Telephone Numbers Portability (TNP) cut-overs with Unbundled loop conversions (as described in Section IV of this Agreement).
- K. The quality of service of calls to ported numbers should be identical to the quality of service of the calls to non-ported numbers.
- L. If the Federal Communications Commission issues regulations pursuant to 47 U.S.C. § 251 to require number portability different than that provided pursuant to this subsection, the Parties agree to fully comply with those requirements.

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XIII. DISCONNECTION OF CUSTOMERS

- A. BellSouth shall accept any requests from SMNI to disconnect the service of an existing BellSouth end user, except for BellSouth public and semipublic telephone service which service is subject to effective contracts with location providers. BellSouth will not require end user confirmation prior to disconnecting the end user's service. BellSouth will accept a request directly from an end user for conversion of the end user's service from SMNI to BellSouth or will accept a request from another CLEC for conversion of the SPNP service associated with an end user's service charge from SMNI to the CLEC. BellSouth will notify SMNI that such a request has been processed. This Article shall be subject to Section 258(a) and (b) of the Telecommunications Act which prohibits illegal changes of carrier selections and assesses liability for such changes, and any change of service verification procedures which may be promulgated by the FCC. SMNI and BellSouth shall each execute a blanket letter of authorization for each state substantially in the form attached as Attachment F hereto with respect to customer disconnections. The Parties shall each be entitled to adopt their own internal processes for verification of customer authorization of disconnection of service; provided, however, that such processes shall comply with applicable state and federal law and until superseded shall be deemed adequate for purposes of this Agreement if such processes comply with FCC guidelines applicable to Preassigned Interexchange Carriers (PIC) changes.
- B. If either Party determines that an unauthorized change in local service provider has occurred, such Party shall reestablish service with the appropriate local service provider as requested by the end user and will assess the other Party an Unauthorized Change Charge of \$19.41 per line. The appropriate nonrecurring charges to reestablish the customer's service with the appropriate local service provider will also be assessed to the other Party because of the unauthorized change. These charges shall be adjusted if such Party provides satisfactory proof of authorization.
- C. If BellSouth accepts an order placed by itself or another CLEC (or local reseller) to disconnect the SPNP to an SMNI end user, BellSouth shall notify SMNI of the change within three (3) days thereof.

XIV. RESALE OF BELL SOUTH LOCAL EXCHANGE SERVICES

BellSouth hereby agrees that SMNI may at any time during the term of this Agreement elect to resell BellSouth's local exchange services under the terms and conditions of any local services resale agreement reached between BellSouth and any other

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telecommunications carrier. SMNI may select any such resale agreement at any time prior to the expiration of this Agreement.

XV. RESPONSIBILITIES OF THE PARTIES

- A. BellSouth and SMNI agree to treat each other fairly, non-discriminatorily, and equally for all items included in this Agreement or related to the support of items included in this Agreement.
- B. SMNI and BellSouth will work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, or any other services related to this Agreement. The Parties fraud minimization procedures are to be cost effective and implemented so as not to unduly burden or harm one Party as compared to the other.
- C. SMNI and BellSouth agree to promptly exchange all necessary records for the proper billing of all traffic.
- D. SMNI and BellSouth will review engineering requirements on a quarterly basis and establish forecasts for trunk utilization, POI trunks, MPB arrangements, E-911, EISCC facility requirements, quantities of DNCF, loops and other services provided under this Agreement. New trunk groups will be implemented as dictated by engineering requirements for both BellSouth and SMNI. BellSouth and SMNI are required to provide each other the proper call information (e.g., originated call party number and destination call party number) to enable each company to bill in a complete and timely manner.
- E. The Parties will cooperate by exchanging technical information in order to identify and explore potential solutions to enable SMNI to establish unique rate centers, or to assign a single NXX code across multiple rate centers.
- F. SMNI and BellSouth will work jointly and cooperatively in developing and implementing common manual and/or electronic interfaces (including, for example, data elements, data format, and data transmission) from which to place service orders and trouble reports involving the provision of loops, DNCF, directory assistance, directory listings, E-911, and other services included in this Agreement. To the extent reasonable, SMNI and BellSouth will utilize the standards established by industry fora, such as OBF.
- G. BellSouth will support SMNI requests related to central office (NXX) code administration and assignments in an effective and timely manner. SMNI and

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BellSouth will comply with code administration requirements as prescribed by the FCC, the state commissions, and accepted industry guidelines.

- H. There will be no re-arrangement, reconfiguration, disconnect, or other non-recurring fees associated with the initial reconfiguration of each carrier's traffic exchange arrangements upon execution of this agreement.
- I. BellSouth shall not impose a cross-connect fee on SMNI where SMNI accesses 911 or E-911, reciprocal traffic exchange trunks, and network platform services, through a collocation arrangement at the BellSouth Wire Center.
- J. Notwithstanding any other provision of this Agreement, it is mutually understood and agreed that both Parties hereto reserve the right to establish each of the following, consistent with generally accepted industry standards.
 - 1. Rate centers (location and area within)
 - 2. Points of interchange (including meet points)
 - 3. Switching entity designation and supporting data (including inbound route choice)
 - a. end office
 - b. homing/homed to tandem
 - 4. Association of routing point(s) with end offices, POIs, *etc.*
 - 5. Published rate center and locality designations.

XVI. NETWORK DESIGN AND MANAGEMENT

- A. The Parties agree to work cooperatively 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. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria.

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- C. The Parties will work cooperatively to apply sound network management principles by involving appropriate network management controls to alleviate or prevent network congestion.
- D. For network expansion, the Parties agree to review engineering requirements on a quarterly basis and establish forecasts for trunk utilization. New trunk groups will be added as reasonably warranted.
- E. SMNI and BellSouth will exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government) to achieve desired reliability. In addition, SMNI and BellSouth will cooperatively plan and implement coordinated repair procedures to ensure customer trouble reports are resolved in a timely and appropriate manner.

XVII. TERM

- A. The term of this Agreement shall be two years, beginning January 1, 1997. The Parties agree that this Agreement shall be a interim Agreement until such time that Sprint Communications Company L.P. and BellSouth reach an Interconnection Agreement. The Parties further agree that with sixty (60) days prior notice from either party, this Agreement may be terminated. All rates within this Agreement shall be effective as of January 1, 1997.
- B. The Parties agree that by no later than January 1, 1998, they shall commence negotiations with regard to the terms, conditions and prices of local interconnection to be effective beginning January 1, 1999.
- C. If, within 90 days of commencing the negotiation referred to in Section XVII.B above, the Parties are unable to satisfactorily negotiate new local interconnection terms, conditions and prices, either Party may petition the state commission to establish appropriate local interconnection arrangements pursuant to 47 U.S.C. 252. The Parties agree that, in such event, they shall encourage the Commission to issue its order regarding the appropriate local interconnection arrangements no later than July 1, 1998. The Parties further agree that in the event the Commission does not issue its order prior to July 1, 1998 or if the Parties continue beyond September 1, 1998 to negotiate the local interconnection arrangements without Commission intervention, the terms, conditions and prices ultimately ordered by the Commission, or negotiated by the Parties, will be effective retroactive to January 1, 1999. Until the revised

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local interconnection arrangements become effective, the Parties shall continue to exchange traffic pursuant to the terms and conditions of this Agreement.

- D. The Parties agree that (1) if the FCC or a state commission or other state or local body having jurisdiction over the subject matter of this Agreement finds that the terms of this Agreement are inconsistent in one or more material respects with any of its or their respective decisions, rules or regulations promulgated, or (2) if the FCC or a state commission preempts the effect of this Agreement, then in the event of the occurrence of (1) or (2), which occurrence is final and no longer subject to administrative or judicial review, the Parties shall immediately commence good faith negotiations to conform this Agreement with any such decision, rule, regulation or preemption. The revised agreement shall have an effective date that coincides with the effective date of the original FCC or state commission's action giving rise to such negotiations. The Parties agree that the rates, terms and conditions of any new agreement shall not be applied retroactively to any period prior to such effective date.
- E. In the event that BellSouth provides interconnection and/or temporary number portability arrangements via tariff or has or enters into an interconnection and/or temporary number portability agreement with another entity, BellSouth will permit SMNI an opportunity to inspect such tariff or agreement and, upon SMNI's request, BellSouth will immediately offer SMNI an agreement on the same material terms with effect from the date BellSouth first made such tariff effective or entered into such arrangement and for the remainder of the term of this Agreement. The other items covered by this Agreement and not covered by such tariff or agreement shall remain unaffected and as to such items this Agreement shall remain in effect.
- F. In the event that BellSouth is required by an FCC or a state commission decision or order to provide any one or more terms of interconnection or other matters covered by this Agreement that individually differ from any one or more corresponding terms of this Agreement, SMNI may elect to amend this Agreement to reflect all of such differing terms (but not less than all) contained in such decision or order, with effect from the date SMNI makes such election. The other items covered by this Agreement and not covered by such decision or order shall remain unaffected and as to such items this Agreement shall remain in effect.

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XVIII. IMPLEMENTATION OF AGREEMENT

The Parties agree that within 30 days of the execution of this Agreement they will adopt a schedule for the implementation of this Agreement. The schedule shall state with specificity, ordering, testing, and full operational time frames. The implementation shall be attached to this Agreement as an addendum and specifically incorporated herein by this reference. All rates within this Agreement will become effective upon execution of the Agreement.

XIX. UNIVERSAL SERVICE

The Parties acknowledge that BellSouth will guarantee the provision of universal service as the carrier-of-last-resort throughout its territory in Florida until January 1, 1998 without contribution from SMNI.

XX. FORCE MAJEURE

Neither Party shall be responsible for delays or failures in performance resulting from acts or occurrences beyond the reasonable control of such Party, regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement including, without limitation: fire, explosion, power failure, acts of God, war, revolution, civil commotion, or acts of public enemies; any law, order, regulation, ordinance or requirement of any government or legal body; or labor unrest, including, without limitation, strikes, slowdowns, picketing or boycotts; or delays caused by the other Party or by other service or equipment vendors; or any other circumstances beyond the Party's reasonable control. In such event the Party affected shall, upon giving prompt notice to the other Party, be excused from such performance on a day-to-day basis to the extent of such interference (and the other Party shall likewise be excused from performance of its obligations on a day-for-day basis to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use its best efforts to avoid or remove the cause of nonperformance and both Parties shall proceed to perform with dispatch once the causes are removed or cease.

XXI. LIABILITY AND INDEMNIFICATION

A. Liability Cap.

1. With respect to any claim or suit, whether based in contract, tort or any other theory of legal liability, by SMNI, any SMNI customer or by any other person

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or entity, for damages associated with any of the services provided by BellSouth pursuant to or in connection with this Agreement, including but not limited to the installation, provision, preemption, termination, maintenance, repair or restoration of service, and subject to the provisions of the remainder of this Article, BellSouth's liability shall be limited to an amount equal to the proportionate charge for the service provided pursuant to this Agreement for the period during which the service was affected. Notwithstanding the foregoing, claims for damages by SMNI, any SMNI customer or any other person or entity resulting from the gross negligence or willful misconduct of BellSouth and claims for damages by SMNI resulting from the failure of BellSouth to honor in one or more material respects any one or more of the material provisions of this Agreement shall not be subject to such limitation of liability.

2. With respect to any claim or suit, whether based in contract, tort or any other theory of legal liability, by BellSouth, any BellSouth customer or by any other person or entity, for damages associated with any of the services provided by SMNI pursuant to or in connection with this Agreement, including but not limited to the installation, provision, preemption, termination, maintenance, repair or restoration of service, and subject to the provisions of the remainder of this Article, SMNI's liability shall be limited to an amount equal to the proportionate charge for the service provided pursuant to this Agreement for the period during which the service was affected. Notwithstanding the foregoing, claims for damages by BellSouth, any BellSouth customer or any other person or entity resulting from the gross negligence or willful misconduct of SMNI and claims for damages by BellSouth resulting from the failure of SMNI to honor in one or more material respects any one or more of the material provisions of this Agreement shall not be subject to such limitation of liability.
- B. Neither Party shall be liable for any act or omission of any other telecommunications company to the extent such other telecommunications company provides a portion of a service.
 - C. Neither Party shall be liable for damages to the other Party's terminal location, POI or the other Party's customers' premises resulting from the furnishing of a service, including but not limited to the installation and removal of equipment and associated wiring, except to the extent the damage is caused by such Party's gross negligence or willful misconduct.
 - D. Notwithstanding subsection A, the Party providing services under this Agreement, its affiliates and its parent company shall be indemnified, defended and held harmless by the Party receiving such services against any claim, loss or damage arising from the receiving Party's use of the services provided under this

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Agreement, involving: (1) claims for libel, slander, invasion of privacy or copyright infringement arising from the content of the receiving Party's own communications; (2) any claim, loss or damage claimed by the receiving Party's customer(s) arising from such customer's use of any service, including 911/E-911, that the customer has obtained from the receiving Party and that the receiving Party has obtained from the supplying Party under this Agreement; or (3) all other claims arising out of an act or omission of the receiving Party in the course of using services provided pursuant to this Agreement. Notwithstanding the foregoing, to the extent that a claim, loss - damage is caused by the gross negligence or willful misconduct of a supplying Party, the receiving Party shall have no obligation to indemnify, defend and hold harmless the supplying Party hereunder.

- E. Neither Party guarantees or makes any warranty with respect to its services when used in an explosive atmosphere. Notwithstanding subsection A, each Party shall be indemnified, defended and held harmless by the other Party or the other Party's customer from any and all claims by any person relating to the other Party or the other Party's customer's use of services so provided.
- F. No license under patents (other than the limited license to use in the course of using a service provided pursuant to this Agreement) is granted by one Party to the other or shall be implied or arise by estoppel, with respect to any service offered pursuant to this Agreement. Notwithstanding subsection A, the Party providing a service pursuant to this Agreement will defend the Party receiving such service against claims of patent infringement arising solely from the use by the receiving Party of such service and will indemnify the receiving Party for any damages awarded based solely on such claims. Such indemnification shall not, however, extend to claims for patent infringement to the extent the alleged infringement results from:
 - 1. Modification of the service by someone other than the providing Party and/or its subcontractors, where there would be no such infringement or violation in the absence of such modification; or
 - 2. The combination, operation or use of the service with any product, data or apparatus not provided by the providing Party and/or its subcontractors, where there would be no such infringement or violation in the absence of such combination, operation or use.
- G. Promptly after receipt of notice of any claim or the commencement of any action for which a Party may seek indemnification pursuant to this Article XXI, such Party (the "Indemnified Party") shall promptly give written notice to the other Party (the "Indemnifying Party") of such claim or action, but the failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability it may

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have to the Indemnified Party except to the extent the Indemnifying Party has actually been prejudiced thereby. The Indemnifying Party shall be obligated to assume the defense of such claim, at its own expense. The Indemnified Party shall cooperate with the Indemnifying Party's reasonable requests for assistance or information relating to such claim, at the Indemnifying Party's expense. The Indemnified Party shall have the right to participate in the investigation and defense of such claim or action, with separate counsel chosen and paid for by the Indemnified Party.

XXII. MOST FAVORABLE PROVISIONS

- A. If as a result of any proceeding before any Court, Commission, or the FCC, any voluntary agreement or arbitration proceeding pursuant to the Act or pursuant to any applicable state law, BellSouth becomes obligated to provide interconnection, number portability, unbundled access to network elements or any other services related to interconnection, whether or not presently covered by this Agreement, to another telecommunications carrier operating within a state within the BellSouth territory at rates or on terms and conditions more favorable to the carrier than the applicable provisions of this Agreement, then SMNI shall be entitled to add such network elements and services, or substitute such more favorable rates, terms or conditions for the relevant provisions of this Agreement, which shall apply to the same States as such other carrier and such substituted rates, terms or conditions shall be deemed to have been effective under this Agreement as of the effective date thereof to such other carrier.
- B. If the more favorable provision is a result of the action of an appropriate regulatory agency or judicial body whether commenced before or after the effective date of this Agreement, the Parties agree to incorporate such order in this Agreement as of its effective date. In the event BellSouth files and receives approval for a tariff offering to provide any substantive service of this Agreement in a way different than that provided for herein, the Parties agree that the Companies shall be eligible for subscription to said service at the rates, terms and conditions contained in tariffs as of the effective date of the tariff.

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XXIII. DEFAULT

If either Party defaults in the payment of any amount due hereunder, or if either Party violates any other provision of this Agreement, and such default or violation shall continue for thirty (30) days after written notice thereof, the other Party may terminate this Agreement forthwith by written instrument. The failure of either Party to enforce any of the provisions of this Agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment of its part of any such provision, but the same shall, nevertheless, be and remain in full force and effect.

XXIV. NONDISCLOSURE

- A. All information, including but not limited to specifications, microfilm, photocopies, magnetic disks, magnetic tapes, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data, (i) furnished by one Party to the other Party dealing with customer specific, facility specific, or usage specific information, other than customer information communicated for the purpose of publication or directory database inclusion, or (ii) in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary," or (iii) communicated orally and declared to the receiving Party at the time of delivery, or by written notice given to the receiving Party within ten (10) days after delivery, to be "Confidential" or "Proprietary" (collectively referred to as "Proprietary Information"), shall remain the property of the disclosing Party.
- B. Upon request by the disclosing Party, the receiving Party shall return all tangible copies of Proprietary Information, whether written, graphic or otherwise, except that the receiving Party may retain one copy for archival purposes.
- C. Each Party shall keep all of the other Party's Proprietary Information confidential and shall use the other Party's Proprietary Information only for performing the covenants contained in the Agreement. Neither Party shall use the other Party's Proprietary Information for any other purpose except upon such terms and conditions as may be agreed upon between the Parties in writing.
- D. Unless otherwise agreed, the obligations of confidentiality and non-use set forth in this Agreement do not apply to such Proprietary Information as:

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1. was at the time of receipt already known to the receiving Party free of any obligation to keep it confidential evidenced by written-records prepared prior to delivery by the disclosing Party; or
 2. is or becomes publicly known through no wrongful act of the receiving Party; or
 3. is rightfully received from a third person having no direct or indirect secrecy or confidentiality obligation to the disclosing Party with respect to such information; or
 4. is independently developed by an employee, agent, or contractor of the receiving Party which individual is not involved in any manner with the provision of services pursuant to the Agreement and does not have any direct or indirect access to the Proprietary Information; or
 5. is disclosed to a third person by the disclosing Party without similar restrictions on such third person's rights; or
 6. is approved for release by written authorization of the disclosing Party; or
 7. is required to be made public by the receiving Party pursuant to applicable law or regulation provided that the receiving Party shall give sufficient notice of the requirement to the disclosing Party to enable the disclosing Party to seek protective orders.
- E. **Effective Date.** Notwithstanding any other provision of this Agreement, the Proprietary Information provisions of this Agreement shall apply to all information furnished by either Party to the other in furtherance of the purpose of this Agreement, even if furnished before the date of this Agreement. The obligation to that information as confidential shall survive the termination of this Agreement.

XXV. ARBITRATION

- A. Any controversy or claim arising out of, or relating to, this Contract or the breach thereof shall be settled by arbitration, in accordance with the rules then obtaining, of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction of the controversy or claim. As an express condition precedent to any legal or equitable action or proceeding in the event of disputes or controversies as to the amount of loss or damage arising out of this Contract, such disputes or controversies shall first be submitted to the

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arbitration of two persons, one chosen by each Party, who shall jointly select a third person. Provided, however, that nothing contained herein shall preclude either Party from filing any complaint or other request for action or relief with the FCC or the appropriate state commission, including any appeals thereof. The Party which does not prevail shall pay all reasonable costs of the arbitration or other formal complaint proceeding, including reasonable attorney's fees and other legal expenses of the prevailing Party.

- B. Nothing herein shall preclude SMNI from seeking state commission arbitration, pursuant to sections 251-53 of the Telecommunications Act, of issues upon which the Parties hereto were unable to reach agreement during the negotiations hereof. The Parties acknowledge, for example, that they were unable to reach agreement on the availability, rates and terms of local sub-loop unbundling, local loop multiplexing, switch port charges, access to databases, etc., and that such issues will be submitted for resolution by the state commissions through arbitration. BellSouth hereby waives any right to contest SMNI's ability to seek state commission and/or FCC review of such unresolved issues.

XXVI. WAIVERS

Any failure by either Party to insist upon the strict performance by the other Party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement, and each Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

XXVII. GOVERNING LAW

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida.

XXVIII. ARM'S LENGTH NEGOTIATIONS

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

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XXIX. NOTICES

Any notices required by or concerning this Agreement shall be sent to the Parties at the addresses shown below:

Richard A. Warner
Operations Manager
Sprint Metropolitan Networks, Inc.
Box 162922
Altamonte Springs, Florida 32716-2922

Carol Jarman
BellSouth Telecommunications, Inc.
Suite 440
2 Chase Corporate Drive
Birmingham, Alabama 35244

Each Party shall inform the other of any changes in the above addresses.

XXX. ENTIRE AGREEMENT

This Agreement and its Attachments, incorporated herein by this reference, sets forth the entire understanding and supersedes prior agreements between the Parties relating to the subject matter contained herein and merges all prior discussions between them, and neither Party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.



SPRINT METROPOLITAN
NETWORKS, INC.

By: *Richard A. Warner*
Title: *Operations Manager*
Date: *March 12, 1997*
Address: *Box 162922*
Sprint Metropolitan Networks, Inc
Altamonte Springs, Florida 32716 2922



BELLSOUTH
TELECOMMUNICATIONS, INC.

By: *Jerry Hendrix*
Title: *Director*
Date:
Address: *675 W. Peachtree Street, N E.*
Atlanta, Georgia 30375

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ATTACHMENT A

**OPERATING SUBSIDIARIES OF
SPRINT METROPOLITAN NETWORKS, INC.**

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ATTACHMENT B

DEFINITIONS

1. **"Access Service Request" or "ASR"** means an industry standard form used by the Parties to add, establish, change or disconnect trunks for the purposes of interconnection.
2. **"Advanced Intelligent Network" or "AIN"** means a network switching and architecture concept that centralizes intelligence in databases and application processors internal to the network rather than in central office switching systems. AIN enables the network to complete interactions (or actions) regarding routing, signaling and information quickly and accurately. The AIN concept permits intelligent database systems and application processors to be either centralized or distributed throughout one network.
3. **"Advanced Intelligent Network Features" or "AIN/IN Features"** refers to the replacement or enhancement of electronic switching and electronic network hardware and software functions via the use of distributed network based processors and Common Channel Interoffice Signaling (CCIS/SS7). For example, SCPs and STCs are part of the advanced intelligent network. AIN also features a "service creation environment" which permits the end user or reseller to create, and modify, in near real time, their own network routing instructions for calls to their facilities, creating, in effect a user customizable virtual network.
4. **"Affiliate"** means a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term "own" means to own an equity interest (or equivalent thereof) or more than 10 percent.
5. **"American National Standards Institute" or "ANSI"** is a private, non-profit organization representing more than 1,300 corporations, 30 government agencies, 20 institutions and 250 trade, labor, consumer, technical and professional organizations which sets voluntary standards for the United States (U.S.). ANSI has established an Information Infrastructure Standards Panel. ANSI is appointed by the U.S. State Department as a representative of the U.S. to the ITU's International Standards Organization.
6. **"Automated Report Management Information System" or "ARMIS"** means the most current ARMIS 4308 report issued by the FCC.
7. **"Automatic Number Identification" or "ANI"** is a telecommunications carrier signaling parameter that identifies, through industry standard network interfaces and formats (either SS7/CCIS (preferred), or in band signalling (predecessor technology), the billing number of the

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calling party. This functionality is also known and referred to as "Calling Party Number" or "CPN." This term is not to be limited by "Called Party Identification" service, another product that is frequently required by call centers.

8. **"Bell Communications Research" or "BellCore"** means an organization owned jointly by the RBOC that conducts research and development projects for them.

9. **"Busy Line Verification/BLVI Traffic" or "BLV/BLVI Call"** refers to an operator call in which the end user inquires as to the busy status of, or requests an interruption of, a call on an Exchange Service.

10. **"Calling Party Number" or "CPN"** means a common channel signalling parameter which refers to the number transmitted through the network identifying the calling party.

11. **"Carrier Identification Code" or "CIC"** means a three or four digit number assigned to an IXC that identifies that carrier's traffic.

12. **"Central Office Switch," "Central Office" or "CO"** refers to either a means a Switching entity or the physical location (site) which houses a traditional central office switch and its peripherals within the public switched telecommunications network, including but not limited to:

a. **"End Office Switches"** which are Class 5 switches from which End User Telecommunications Services are directly connected and offered.

b. **"Tandem Office Switches"** which are Class 4 switches which are used to connect and switch trunk circuits between and among Central Office Switches.

c. **"Remote Switching Module" or "RSM"** refers to a Central Office architecture element that permits the Central Office switch the ability to extend either line or trunk side interfaces, with all typical service features and functions to a cabinet which is physically remote from the home CO site, and where stand alone capability may or may not be implemented. RSMs are sometimes also referred to as "switches" in the BellSouth infrastructure inventory discussions and to that extent may be used as interchangeable terms.

d. **"Central Office Switches"** may be employed as combination End Office and Tandem Office Switches (combination Class 5/Class 4).

13. **"Central Office Equipment"** refers to the traditional Central Office Switch itself and all of the peripheral electronics (network elements) that supply network-based processing functions other than "transport." Network elements which provide "Transport" are generally referred to as "Outside Plant" equipment or electronics.

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14. **"Centralized Message Distribution System" or "CMDS"** means the billing record and clearing house transport systems that incumbent LECs use to exchange out-collects, in-collects and Carrier Access Billing System ("CABS") records.

15. **"CLASS Features"** refers to features and functions (products) which become available on the "line side" of the Central Office through the use of common channel signalling system seven (CCIS/SS7.) CLASS features include, but are not necessarily limited to: Automatic Call Back, Call Trace, Caller ID and Related Blocking Features, Distinctive Ringing/Call Waiting, Selective Call Forward, and Selective Call Rejection. See also: "Software-based network elements and services."

16. **"Commission"** means the appropriate regulatory agency in each of BellSouth's nine state regions, Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee.

17. **"Common Channel (Interoffice) Signalling" or "CCIS"** means a method of digitally transmitting call set-up and network control data over separate physical or virtual connections from those which normally carry the actual call user connections. This technology supersedes "in-band" signalling. The current industry standard for common carrier network signaling is called Signaling System 7.

18. **"Cross Connect"** refers to the equipment physical or logical "meet point" between network elements.

a. For example, within a wire center, it is a connection between line termination blocks on the two sides of a distribution frame or between individual line terminations on the same side of the frame. Cross connections are made to route traffic from one group of lines to another specific group of lines on the distribution frame, or to route traffic from one individual line to another specific line on the distribution frame.

b. A piece of manual, electromechanical or electronic apparatus designed to make and rearrange the cross connections among the lines that terminate on a distribution frame. Cross-connect devices are employed where rearrangement of transmission circuits occur infrequently.

19. **"Customer Local Area Signalling Services" or "CLASS"** means features available to end users based on availability of CCIS, including, without limitation, Automatic Callback, Call Trace, Caller ID and related blocking, Distinctive Ringing, Call Waiting, Selective Call Forward and Selective Call Rejection.

20. **"DID" or "Direct Inward Dialing"** is a feature which allows callers on the public switched network to directly dial a specific PBX or Centrex extension telephone.

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21. **"Directory Number Call Forwarding" or "DNCF"** is one form of Interim Number Portability ("ISPNP") which is provided through call routing and call forwarding capabilities. DNCF will forward calls dialed to an original telephone number to a new telephone number on a multi-path basis. DNCF is not limited to listed directory numbers.
22. **"Digital Loop Carrier" or "DLC"** is as defined in BellCore TR-TSY-000008, "Digital Interface Between the SLC-96 Digital Loop Carrier System and Local Digital Switch" and TR-TSY-00303, "Integrated Digital Loop Carrier (IDLC) Requirements, Objectives and Interface."
23. **"Digital Service - Level 0" or "DS-0"** means a signal rate of 64 kilobits per second.
24. **"Digital Service - Level 1" or "DS-1"** is an industry standard telecommunications transport channel which can support a digital signaling rate of 1.544 Mbps (Mega Bits Per Second) at industry standard performance levels. Unless identified and priced as "fractional," this channel is assumed to be fully available.
25. **"Digital Service - Level 3" or "DS-3"** is an industry standard telecommunications transport channel which can support a digital signal rate of 44.736 Mbps (Mega Bits Per Second) at industry standard performance levels. Unless identified and priced as "fractional," this channel is assumed to be fully available.
26. **"DSX" or "Digital and Access Cross-connect System ("DACS")"** is a cross-connection product (including a mounting bay/panel) used for termination of equipment and facilities operating at digital rates.
27. **"Electronic Data Interchange," "Electronic File Transfer" or "EFT"** is a process which utilizes an electronic format and protocol to send/receive digital data business documents between different companies' computers over phone lines. There are several generally accepted industry standards for EFT, pending acceptance of a single common standard.
28. **"Exchange Access"** means the offering of access to telephone exchange services or facilities for the purpose of the origination or termination of telephone toll services.
29. **"Exchange Message Record" or "EMR"** is a term used to refer to the current standard used for exchange of telecommunications message information among Local Exchange Carriers for billable, non-billable, sample, settlement and study data. EMR format is currently contained in BR-010-200-010 CRIS Exchange Message Record, a Bellcore document which has traditionally defined Bell standards for exchange message records.
30. **"Exchange Service"** is a traditional marketing term used to refer to a service offered to end users which provides the end user with a telephonic connection to, and a unique local

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telephone number address on, the public switched telecommunications network, and which enables such end user to generally place calls to, or receive calls from, other stations on the public switch telecommunications network. Exchange Services include, but are not limited to, basic residence and business line service, PBX trunk line service, pay telephone stations, pay phone line service, Centrex and Centrex-like line services, AIN, and ISDN line/trunk services. Exchange Service does not traditionally include Private Line, Toll, Switched and Special Access (digital channel) services, which have traditionally been separately billed and regulated, although today these services are frequently formed from and bundled within common transport and network elements.

31. "Feature Group A" or "FGA" means FGA interexchange access as defined in BellSouth's FCC Tariff No. 1.

32. "Feature Group B" or "FGB" means FGB interexchange access as defined in BellSouth's FCC Tariff No. 1.

33. "Feature Group D" or "FGD" means FGD interexchange access as defined in BellSouth's FCC Tariff No. 1.

34. "Interconnection" means the connection between network elements that enable the formation of network systems. The objective of interconnection is to provide transport and transparent interoperability among separate pieces of equipment, transmission facilities, etc., within, between or among networks. The architecture of interconnection may include several industry standard, or regulatory structured methods including, but not limited to, collocation arrangements ("physical" and "virtual" collocation) arrangements via industry standard interface arrangements.

35. "Interconnection Point," "Point of Interconnection" or "POI" includes all points where SMNI is entitled to interconnect with BellSouth under the terms of this Agreement, including, without limitation, points on the line side and trunk side of each Network Element.

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36. "Interface" refers to the physical and logical point or points on a given network element where transmission, operations, administration, maintenance, provisioning and management connections are made. Specifically, the interface includes (1) a common boundary between two or more items of equipment, (2) a physical point of demarcation between two devices where all the signals which pass are defined; the definition includes the type, quality and function of the interconnection circuits, as well as the type and form of signals interchanges by those circuits, and (3) the procedure, codes and protocols enabling dissimilar devices to communicate. The original equipment manufacturer of the network element generally incorporates one or more standard (or in some cases, proprietary) interfaces to each network element that allows the element to "plug into" and become part of the overall integrated telecommunications system. The same interfaces are used by both the incumbent and the competitive LECs. The technical specifications of the element's interface(s) are specified by manufacturer prior to sale. Compliance to industry standards organizations interface specifications, and the modular ability to retrofit subsequent industry standard specifications is required by the buyer of any given network element.

37. "Interexchange Carrier" or "IXC" traditionally means a provider of stand-alone interexchange telecommunications services. Under the new Act, the term IXC may be interpreted to embrace any competitive intermediary telecommunications carrier providing switched (and/or private line) services between switching entities operated by local exchange service providers (BOC-LEC, Independent-LEC, Competitive-LEC, Wireless-LEC). IXC connectivity is typically an access services arrangement. The use of this term does not preclude the provider from also offering bundled telecommunications services.

38. "Integrated Services Digital Network" or "ISDN" refers to a switched network service that provides end-to-end digital connectivity for the simultaneous transmission of voice, data, video or multimedia services. Basic Rate Interface-ISDN (BRI-ISDN) provides for digital transmission of two 64 Kbps bearer channels and one 16 Kbps data channel (2B + D). Primary Rate Interface-ISDN (PRI-ISDN) provides for digital transmission of twenty-three (23) 64 Kbps bearer channels and one (1) 16 Kbps data channel (23B + D). Unless identified and priced as "fractional" both BRI and PRI ISDN circuits are assumed to be fully available.

39. "Interim Number Portability" or "INP" refers to the temporary means by which BellSouth allows customers to retain their existing telephone numbers when changing from one local exchange carrier to another. This service provides transparent delivery of Telephone Number Portability ("TNP") capabilities, from a customer standpoint in terms of call completion, and from a carrier standpoint in terms of compensation, through the use of call routing, forwarding, and addressing capabilities. The interim nature of these arrangements result from the fact that their performance and cost cannot meet or sustain end-user customer or co-carrier expectations. Standards for permanent number portability will be set by regulatory structure, and both Parties agree to implementation of permanent number portability at the earliest possible point in time.

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40. **"InterLATA Service"** means telecommunications between a point located in one LATA and a point located outside such area.
41. **"Intermediary function"** means the delivery of local traffic from a local exchange carrier other than BellSouth; an ALEC other than SMNI; another telecommunications company such as a wireless telecommunications provider through the network of BellSouth or SMNI to an end user of BellSouth or SMNI.
42. **"IntraLATA Service"** means telecommunications between a point located in one LATA and a point located in the same LATA.
43. **"International Telecommunications Union" or "ITU"** is a United Nations organization which comprises the organization previously known as the CCITT. Open Standards Interconnection (OSI) standards are established by the ITU. Telecommunications Management Network (TMN) standards are a subset of the OSI model. The American National Standards Institute (ANSI) is appointed by the State Department as a U.S. representative to the ITU's ISO.
44. **"Line Side"** refers to local loop interface ports of an end office switch that are programmed to treat the circuit as a local line connected to an ordinary telephone station set.
45. **"Link" or "Loop"** are synonyms for a communications channel or circuit on the line side or the trunk side of the common carrier switching element. This term has been used as a marketing term to refer to an element of "Exchange Service" whereby BellSouth provides transport between the Minimum Point of Entry (MPOE) at an end user premise and the BellSouth wire center from which the transport is extended. The communications channel, circuit or group of channels or circuits which are segmented from a transmission medium that extends from BellSouth's Central office or wire center's Main Distribution Frame, DSX-panel, or functionally comparable piece of equipment, to a demarcation point or connector block in/at a customer's premises. "Links" are communications channels or circuits, which may be provided as 2-wire or 4-wire copper pairs, as radio frequencies or as a channel on a high-capacity feeder/distribution facility so long as all industry standard interface, performance, price, privacy, reliability and other operational characteristics are functionally transparent and are equal to or better than that of dedicated copper pairs. Examples of communications channels or circuits that are "links" or "loops" include, but are not limited to:
46. **"Basic Voice Grade Line/Link/Circuit"** is a basic voice grade line which is a two wire circuit or equivalent voice frequency channel for the transmission of analog signals with an approximate bandwidth of 300 to 3000 Hz (3 KHz analog or 56 Kbps digital (POTS grade, capable of transmitting voice or analog data transmissions up to 28.8 BPS with current generation modems). In addition, Basic Links must meet all RELRA and USF requirements for "basic telephone service" imposed by State and Federal regulatory authorities. Digital signaling, transmission performance and reliability characteristics for basic "link" circuits are a matter of

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industry standard, having an expected measured loss or gain of approximately +/-6dB, and a signal to noise ratio that does not exceed (fill-in) and capable of supporting fully functional connections for up to 2 miles from the nearest electronic network element. Within the 300 to 3000 Hz range, "Basic Links" will support all standard signalling arrangements including repeat loop start, loop reverse battery, or ground start seizure and disconnect in one direction (toward the end office switch), and repeat ringing in the other direction (toward the end user).

a. "ISDN link/loop/circuit" is an ISDN link which provides a 2-wire ISDN digital circuit connection that will support digital transmission of two 64 Kbps clear channels and one 16 Kbps data channel (2B+D), suitable for provision of BRI-ISDN service. ISDN links shall be provisioned by least cost planning methodologies sufficient to insure industry standard interface, performance, price, reliability and operational characteristics are functionally transparent and are equal to or better than dedicated copper pairs. All things being equal, "Broadband ISDN" is preferred to CO-based ISDN circuits. Unless specifically identified and priced as "fractional" these circuits are assumed to be fully available.

b. "4-Wire DS-1 Digital Grade Links" will support full duplex transmission of isochronous serial data at 1.544 Mbps, and provide the equivalent of 24 voice grade channels. Unless specifically identified and priced as "fractional" these circuits are assumed to be fully available.

47. "Local Exchange Carrier" or "LEC" means any carrier that provides local common carrier telecommunications services to business and/or residential subscribers within a given LATA and interconnects to other carriers for the provision of alternative telecommunications products or services, including, but not limited to toll, special access, and private line services. This includes the Parties to this Agreement. The term "Incumbent-LEC" or "I-LEC" is sometimes used to refer to the dominant LEC for a particular locality (such as BellSouth). Such Incumbent-LECs include both Bell Operating Companies ("BOCs") and non-BOC LECs, which are often referred to as "Independent-LECs." By contrast, new entrants into the local exchange market are sometimes referred to as "Competitive LECs" or "CLECs," or sometimes as "Alternative LECs" or "ALECs."

48. "Local Exchange Routing Guide" or "LERG" means a BellCore Reference customarily used to identify NPA-NXX routing and homing information, as well as network element and equipment designations.

49. "Local Traffic" means any telephone call that originates in one exchange or LATA and terminates in either the same exchange or LATA, or a corresponding Extended Area Service ("EAS") exchange. The terms Exchange, and EAS exchanges are defined and specified in Section A3. of BellSouth's General Subscriber Service Tariff.

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50. "Local Interconnection" means (1) the delivery of local traffic to be terminated on each Party's local network so that end users of either Party have the ability to reach end users of the other Party without the use of any access code or substantial delay in the processing of the call; (2) the LEC unbundled network features, functions, and capabilities set forth in this Agreement; and 3) Service Provider Number Portability sometimes referred to as temporary telephone number portability to be implemented pursuant to the terms of this Agreement.

51. "Local Interconnection Trunks/Trunk Groups" means equipment and facilities that provide for the termination of Local Traffic and IntraLATA traffic.

52. "Local Access and Transport Area" or "LATA" means one of 161 contiguous geographic areas established pursuant to the AT&T Consent Decree to define the permitted operating regions of the RBOCs prior to the enactment of the Telecommunications Act of 1996.

53. "Long Run Incremental Cost" or "LRIC" refers to the costs a company would incur (or save) if it increases (or decreases) the level of production of an existing service or group of services. These costs consist of the costs associated with adjusting future production capacity and reflect forward-looking technology and operations methods.

54. "MECAB" refers to the Multiple Exchange Carrier Access Billing (MECAB) 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). The MECAB document published by Bellcore as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an access service provided by two or more LECs (including a LEC and a C-LEC), or by one LEC in two or more states within a single LATA.

55. "MECOD" refers to the Multiple Exchange Carriers Ordering and Design (MECOD) Guidelines for Access Services—Industry Support Interface, a document developed by the Ordering/Provisioning Committee under the auspices 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). The MECOD document, published by Bellcore as Special Report, SR STS-002643, establishes methods for processing orders for access service which is to be provided by two or more LECs.

56. "Meet-Point Billing" or "MPB" refers to a mutual compensation arrangement whereby two LECs provide the transport element of a switched access service to one of the LEC's end office switches, with each LEC receiving an appropriate share of the transport element revenues as defined by law, regulatory requirements, this agreement or, where permissible, effective access tariffs. MPB concepts are also incorporated in some LEC-toll (intraLATA) mutual compensation arrangements.

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57. **"Multiple Bill/Multiple Tariff method"** means the meet-point billing method where each LEC (or C-LEC) prepares and renders its own meet point bill to the IXC in accordance with its own tariff for that portion of the jointly provided switched Access Service which the LEC (or C-LEC) provides. Bellcore's MECAB document refers to this method as "Multiple Bill/Single Tariff."

58. **"Mutual Traffic Exchange"** means that the sole compensation to a Party for termination of specified categories of traffic shall be the reciprocal services provided by the other Party. Each Party shall bill its own customers for such categories of traffic and retain all revenues resulting therefrom.

59. **"North American Numbering Plan"** or "NANP" is the system of telephone numbering employed in the United States, Canada, and certain Caribbean countries.

60. **"Network Element"** means any facility or equipment used by BellSouth in the provision of Exchange Services, and all features, functions and capabilities that are provided by means of such facility or equipment, including numbering systems, databases, signaling systems, and information sufficient for billing and collection or used in the transmission, routing or other provision of a telecommunications service.

61. **"Network Management Forum"** is a consortium of 160 U.S. and international carriers and global alliances, including SITA, Unisource and others. Their objective is to determine specific interoperability needs, so that manufacturers of network management equipment will have the detailed technical specification needed to develop interoperable standards. For the purposes of this Agreement, both Parties agree to accept the NMF standards and solutions for OAM&P interconnections.

62. **"Numbering Plan Area"** or "NPA" is also sometimes referred to as an area code. This is the three digit indicator which is defined by the "A," "B," and "C" digits of each "digit" telephone number within the North American Numbering Plan ("NANP"). Each NPA contains 800 Possible NXX Codes. At present, there are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs." A "Geographic NPA" is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that Geographic area. In some locations, and ultimately with number portability, more than one area code will be associated with many geographic areas. A "Non-Geographic NPA," also known as a "Service Access Code" (SAC Code) is typically associated with a specialized telecommunications service which may be provided across multiple geographic NPA areas; 500, 800, 900, 700, and 888 are examples of Non-Geographic NPAs.

63. **"NXX," "NXX Code," "Central Office Code" or "CO Code"** is defined by the "D," "E," and "F" digits of a 10-digit telephone number within the North American Numbering Plan. Each NXX Code contains 10,000 station numbers. Historically, entire NXX code blocks have been

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assigned to specific individual local exchange end office switches, because, in general, this approach did not conflict with geographic numbering except as the CO approached number exhaustion. Where there are multiple COs in the same geographic area, this assignment method must change. With the advent of end-user telephone number portability, the usual one-on-one association on an NXX with an end office switching entity will be severed.

64. "OAM&P" or "Operations, Administration, Maintenance and Provisioning Functions" are those automated and manual functions which insure quality of service and least cost planning, management and operations for telecommunications service providers. These functions, have traditionally been addressed through the user of operations support, decision support and administrative support systems, and are now generally in the process of being integrated under client-server and mainframe network management platforms such as HP's OpenView, IBM's NetView and SUN's various network management product sets.

65. "OZZ Codes" define FGD call paths through a LEC's access Tandem Office Switch.

66. "Percent of Interstate Usage" or "PIU" means 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 Party 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 party pays services.

67. "Percent Local Usage" or "PLU" means 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 local due to Service Provider Number Portability. The denominator is the total intrastate minutes of use including local, intrastate toll, and access, adjusted for Service Provider Number Portability less intrastate terminating party pays minutes of use.

68. "Permanent Number Portability" means the use of a database solution to provide fully transparent TNP for all customers and all providers without limitation.

69. "Port" and "Slot" are terms used to describe physical interfaces and traffic carriage capacity of some network elements. One "port" is needed for each connection capable of carrying one message into or out of the network element to other network elements. One "slot" is needed within each network element for each message to be handled simultaneously with other messages. Port categories include, but are not limited to:

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a. **"2-wire analog line port"** is a line side switch connection employed to provide basic residential and business type analog telephone services.

b. **"2-wire ISDN digital line port"** is a set of Basic Rate Interface (BRI) line side switch connections which actually consists of multiple paths or interfaces to the switching network (2B+D). It is employed to provide residential and business type digital telephone services. The port connections may or may not be the same Central Office switch (network element) that provides analog services. When ISDN is provisioned as "broadband" ISDN through current generation digital switches the cost causation is totally different than when the digital service is provisioned as a set of CO port attachments.

c. **"2-wire analog DID trunk port"** is a direct inward dialing (DID) trunk side switch connection employed to provide incoming trunk-side services. Each port provisioned permits one simultaneous connection to the customer premises equipment.

d. **"4-wire DS-1 digital DID trunk port"** is a direct inward dialing (DID) trunk side switch connection which is time division multiplexed to provide the equivalent of 24 analog incoming trunk type DID trunk ports.

e. **"4-wire DS-1 digital CBWT trunk port"** is a trunk side switch connection which is time division multiplexed to provide the equivalent of 24 analog incoming trunk ports which may be programmed as DID, CBWT, TIE, or dedicated private trunk circuits.

f. **"4-wire ISDN digital DS-1 trunk port"** is a Primary Rate Interface (PRI) trunk side switch connection which is time division multiplexed to provide the equivalent of 23 digital one or two-way trunk ports and one signalling trunk port (23 B+D), where the B channels can be programmed as digital DID, CBWT, TIE, Private Line or Special Access trunk circuits. The port connections may or may not be the same Central Office switch (network element) that provides analog services.

70. **"Rate Center"** currently refers to a specific geographic point, designated by latitude and longitude, a corresponding V and H coordinate pair, and an associated geographic area which has heretofore been defined by the incumbent LEC industry to be associated with switched message telecommunications services (MTS). Rate centers, sometimes also known as exchange areas, often determine the regions within which particular classes, features, and pricing for exchange services are uniformly administered. Each NPA-NXX code combination is associated with a single rate center, although any one such code may only service a fraction of the rate center area when the rate center areas circumscribes multiple serving wire centers. Where retail MTS services contain a distance sensitive rate element, the valuation of that element utilizes the calculated distance between the V and H coordinate pairs of the originating and terminating rate centers.

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71. **"Rating Point"** means the vertical and horizontal coordinates associated with a particular telephone number for rating purposes.

72. **"Routing Point"** traditionally refers to a location which a LEC or CLEC has designated on its own network as the homing (routing) point for traffic inbound to Telecommunications Services provided by the LEC or CLEC which bear a certain NPA-NXX designation. The Routing Point is employed to calculate mileage measurements for the distance-sensitive transport element charges of Switched Access Services. At present, Bellcore Practice BR 795-100-100, places the Routing Point at either an "End Office" location, or a "LEC Consortium Point of Interconnection." According to that same Bellcore Practice, examples of the latter shall be designated by a common language location identifier (CLLI) code with (x)KD in positions 9, 10, 11, where (x) may be any alphanumeric A-Z or 0-9. Nothing in this Agreement shall be construed to preclude either Party hereto from establishing its own Routing Points.

73. **"Service Control Point" or "SCP"** is network element of the common channel signaling network to which informational requests for service handling, such as routing, are directed and processed. The SCP is a real-time processor with a database system that, based on a query from a Service Switching Point ("SSP"), performs software-based common carrier, subscriber or application-specific service logic, and then sends instructions back to the SSP on how to continue call processing.

74. **"Signal Transfer Point" or "STP"** is a network element (presently a packet switch) that routes signaling messages among Service Switching Points (SSPs), Service Control Points (SCPs), Signaling Points (SPs) and other network elements in order to set up calls and to query databases for digital telecommunications services using CCIS/SS7 and software-based common carrier telecommunications services.

75. **"Software-based Network Elements and Services"** refers to those features, functions and services which are inherent capabilities of the current Central Office Equipment (e.g., the #5ESS 5E8 or 5E9 software program, or an end-office or CO-based peripheral processor), and can be activated with relatively minor cost such as local programming or right to use fees. Examples of such services include CENTREX, electronic station equipment functions.

76. **"Subscriber Traffic" or "Subscriber Call(s)"** refers to calls between two or more telecommunications service users, where both telecommunications services users bear NPA-NXX designations associated with the same LATA or other authorized area (e.g., Extended Area Service Zones in adjacent LATAs). The traditional definition of Subscriber Traffic includes the traffic types have included as "local calling," "extended area service (EAS)," and "intraLATA toll."

77. **"Switched Access Detail Usage Data"** shall mean a category 1101XX record as defined in the EMR Bellcore Practice BR 010-200-010.

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78. "Switched Access Summary Usage Data" shall mean a category 1150XX record as defined in the EMR Bellcore Practice BR 010-200-010.

79. "Switched Access Service" means the offering of facilities for the purpose of the origination or termination of traffic to or from telecommunications services offered in a given area. Switched Access Services include: Feature Group A, Feature Group B, Feature Group D, 800 access, and 900 access.

80. "Synchronous Optical Network" or "SONET" is a set of optical interface standards that allow optical transmission at rates from 51.4 Mbps to 13.22 Gbps. Synchronous optical network standard is an ultra-high-speed, fiber-optic transmission standard developed by Bellcore for large-scale, fiber-based digital transmission networks that use equipment from many different manufacturers. It is the first telecom industry agreement on standardized interfaces between fiber optic transmission systems and is well on the way to becoming an international standard. Because all SONET-compatible devices speak a common language, network administrators will gain network-wide use of advanced operation and maintenance systems, regardless of who made individual network components. The SONET standard is built around a 51.84 Mbps basic communications channel that is multiplexed upward. SONET line-rate standards now include network bandwidths up to 2.488 Gbps, a rate equivalent to 48 basic SONET communications channels. SONET network standards incorporate present-day 1.544 Mbps DS-1 service and 44.6 Mbps DS-3 service as subsets of the 51.84 Mbps SONET basic channel. SONET will eventually become the primary avenue for transporting broadband ISDN services. Major network equipment manufacturers are introducing network products claiming conformity to the SONET standard.

81. "Telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent or received.

82. "Telecommunications Act of 1996" or "Act" means Public Law 104-104 of the United States Congress effective February 8, 1996. The Act amended the Communications Act of 1934 (47, U.S.C. Section 1 *et seq.*).

83. "Telecommunications Carrier" means any provider of telecommunications services.

84. "Telecommunications Service" means the offering of telecommunications for a fee directly to the public, to such classes of users as to be effectively available to the public, or to telecommunications carriers, regardless of the facilities used.

85. "Telephone Number Portability" or "TNP" is the means by which BellSouth allows customers to retain their existing telephone numbers when changing from one local exchange carrier to another. This service provides transparent delivery of telephone number capabilities.

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from a customer standpoint in terms of call completion, and from a carrier standpoint in terms of compensation, through the use of call routing, forwarding, and addressing capabilities. Permanent number portability standards will be set by regulatory action, and both Parties agree to implementation of permanent number portability at the earliest possible point in time. The performance and cost of permanent number portability meets end-user customer or co-carrier expectations on a sustainable basis. (See also Interim Number Portability and Permanent Number Portability.)

86. "Total Service Long Run Incremental Cost" or "TSLRIC" is the total additional cost incurred by a telecommunications services provider to produce the entire quantity of a service, group of services, or basic network functions, given that the telecommunications services provider already provides all its other services. TSLRIC is based on the least cost, most efficient technology that is capable of being implemented at the time the decision to provide the service is made.

87. "Toll Free Service" means service provided with any dialing sequence that invokes toll-free (*i.e.*, 800-like) service processing. Toll Free Service includes calls to the Toll Free Service 800/888 NPA SAC codes.

88. "Trunk Calls" or "Intermediary Function" means intraLATA calls (local and toll) sent between the Parties originating from or terminating to an end user of a third-party LEC, CLEC, wireless provider, or other carrier or calls sent between the Parties destined for or originating from an IXC.

89. "Trunk Side" refers to a central office switch connection that is capable of, and has been programmed to treat the circuit as connecting to another switching entity. Trunk side connections offer those transmission and signaling features appropriate for the connection of switching elements, and cannot be used for the direct connection of ordinary telephone station sets. Incoming telecommunications services from the trunk to the line-side and for trunk-side-to-trunk side connections within any switching element should experience no less than a P.001 blocking probability in the average peak busy hour of the year, and should meet or exceed this level at all other times. This is a means to ensure that end-to-end blocking, which is cumulative, does not exceed a consistent P.02 for all call types in a multi-carrier network.

90. "Wire Center" denotes a building or space within a building which serves as an aggregation point on a given carrier's network, where transmission facilities and circuits are connected or switched. Wire Center can also denote a building in which one or more central offices, used for the provision of telecommunications services are located. The Parties hereby agree that interconnection will be available at any wire center which meets any or all legislative, judicial and regulatory eligibility standards for interconnection. Interconnection services and access to these interconnections shall not unreasonably be withheld by either Party on any grounds.

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91. "Undefined Terms." The Parties acknowledge that terms may appear in this Agreement which are not defined and agree that any such terms shall be construed in accordance with their customary usage in the telecommunications industry as of the effective date of this Agreement.

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ATTACHMENT C-1

Unbundled Products and Services and New Services

Service:	Virtual Collocation
Description:	Virtual Expanded Interconnection Service (VEIS) provides for location interconnection in collocator-provided/BellSouth leased fiber optic facilities ~ BellSouth's switched and special access services, and local interconnection facilities.
State(s):	All
Rates, Terms and Conditions:	In all states, the rates, terms and conditions will be applied as set forth in Section 20 of BellSouth Telecommunication's Inc.'s Interstate Access Service Tariff, F.C.C. No. 1.
-	
Service:	Physical Collocation
Description:	Per FCC—(10/19/92 FCC Order, para 39) Physical Collocation is whereby "the interconnection party pays for LEC central office space in which to locate the equipment necessary to terminate its transmission links, and has physical access to the LEC central office to install, maintain, and repair this equipment."
State(s):	All
Rates, Terms and Conditions:	In all states, the rates and availability will be as provided in the "rates for Physical Interconnection" tables which follow.

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ATTACHMENT C-1 (cont'd)

RATES FOR PHYSICAL INTERCONNECTION

Rate Element	Application/Description	Type of Charge	Rate
Application Fee	Applies per arrangement per location	Nonrecurring	Tariff Rates (same as virtual)
Space Preparation Fee	Applies for survey and design of space, covers shared building modification costs	Nonrecurring	ICB - See Note 1 Will not be less than \$1800 - not to exceed \$8500 unless HVAC or power plant update. If so, rates to be ICB.
Space Construction Fee	Covers materials and construction of optional cage in 100 square foot increments	Nonrecurring	\$29,744.00 See Note 2
Cable Installation Fee	Applies per entrance cable	Nonrecurring	Tariff Rates (same as virtual)
Floor Space	Per square foot, for Zone A and Zone B offices, respectively	Monthly Recurring	\$7.50/\$6.75 See Note 3
Power	Per ampere based on manufacturer's specifications	Monthly Recurring	\$5.14 per ampere
Cable Support Structure	Applies per entrance cable	Monthly Recurring	\$13.35 per cable
POT Bay	Optional Point of Termination bay; rate is per DS1/DS3 cross-connect, respectively	Monthly Recurring	\$1.20/\$5.00 See Note 4
Cross-Connects	Per DS1/DS3, respectively	Monthly Recurring	\$8.00/\$72.48
Security Escort	First and additional half hour increments, per tariff rate in Basic time (B), Overtime (O), and Premium time (P)	As Required	\$41.00/\$25.00 B \$48.00/\$30.00 O \$55.00/\$35.00 P

Note 1: Will be determined at the time of the application based on building and space modification requirements for shared space at the requested CO

Note 2: Applies only to collocators who wish to purchase a steel-gauge cage enclosure. Carriers may also pay \$330.00 per square foot for the first 100 square feet and \$242.00 for each additional 100 square feet in the same CO in lieu of space preparation and construction fees. This option does not apply where HVAC, power plant or both upgrade is required.

Note 3: See attached list for Zone A offices as of May 1996. This list will be amended monthly.

Note 4: Applies when collocator does not supply their own POT bay.

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ATTACHMENT C-1 (cont'd)

BellSouth Zone A Offices - as of May 1996

EX - Exempt from Physical

STATE	CITY	OFFICE	CLLI/ STATUS	
AL	Birmingham	Main & Toll	BRHMALMA EX	
	Montgomery	Main & Toll	MTGMALMT	
	Mobile	Azalea	MOBLALAZ	
FL	Boca Raton	Boca Tecca	BCKTFLBT	
	Fort Lauderdale	Main Relief	FTLDFLMR	
		Cypress	FTLDFLCY	
		Plantation	FTLDFLPL	
	Jacksonville Beach	Main	JCBHFLMA	
	Jacksonville	Arlington	JCVLFLAR	
		Beachwood	JCVLFLBW	
		Clay Street	JCVLFLCL	
		Southpoint	JCVLFLJT EX	
		Normandy	JCVLFLNO	
		Riverside	JCVLFLRV	
		San Jose	JCVLFLSJ EX	
		San Marco	JCVLFLSM	
		Westonnect	JCVLFLWC	
		Mandarin Avenue	MNDRFLAV EX	
		Mandarin Loretto	MNDRFLLO	
		Lake Mary	Lake Mary	LKMRFLMA EX
		Miami	Grade	MIAMFLGR
			Palmetto	MIAMFLPL
	Alhambra		MIAMFLAE	
	Bayshore		MIAMFLBA	
Metro	MIAMFLME			
Melbourne	Main		MLBRFLMA	
Orlando	Magnolia		ORLDFLMA	
	Azalea Park	ORLDFLAP		
	Sand Lake	ORLDFLSL		
	Pinecaste	ORLDFLPC		
	Pinehills	ORLDFLPH		
	West Palm Beach	Annex (Main Annex)	WPBHFLAN	

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ATTACHMENT C-1 (cont'd)

GA	Athens	Athens	ATHNGAMA	
	Atlanta	Courtland St	ATLNGACS	
		Peachtree Pl	ATLNGAPP	
		Backhead	ATLNGABU	
		East Point	ATLNGAEP	
		Tooo Hills	ATLNGATH	
		Sandy Springs	ATLNGASS	
	Lilburn	Lilburn	LLBNGAMA	
	Smayra	Power Ferry	SMYRGAPF	
		Smayra Main	SMYRGAMA	
	Tucker	Tucker Main	TUKRGAMA	EX
	Roswell	Roswell Main	RSWLGAMA	
	Norcross	Norcross Main	NRCRGAMA	
	Marietta	Marietta Main	MRRRGAMA	
	Dunwoody	Dunwoody Main	DNWDGAMA	
	Alpharetta	Alpharetta Main	ALPRGAMA	
	Columbus	Columbus Main	CLMBGAMT	
KY	Louisville	Armory Place	LSVLKYAP	EX
		Westport Rd	LSVLKYWE	EX
		Beechmont	LSVLKYBE	
		Barstow Road	LSVLKYBR	EX
		Fern Creek	LSVLKYFC	
		JDown	LSVLKYJT	
		Mathews	LSVLKYSM	
		Third Street	LSVLKYTS	
LA	New Orleans	Main	NWORLAMA	
	Baton Rouge	Main	BTRGLAMA	
MS	Hattiesburg	Hattiesburg Main	HTBGM SMA	
	Jackson	Cap Pearl	JCSNMSCP	
	Vicksburg	Vicksburg	VCEGMSMA	
NC	Cary	Central	NARYNCCE	
	Chapel Hill	Rosemary	CPHLNCRO	
	Charlotte	Caldwell	CHRLNCCA	
		South Boulevard	CHRLNCBO	

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ATTACHMENT C-1 (cont'd)

		Derita	CHRLNCDE
		Erwin	CHRLNCER
		Lake Point	CHRLNCLP
		Reid	CHRLNCRE EX
		Sharon Amity	CHRLNCSH
		University	CHRLNCUN EX
	Greensboro	Eugene St	GNBONCEU
	Raleigh	Morgan	RLGHNCMO
		New Hope	RLGHNCHO
	Salisbury	Main	SLBRNCMA
	Winston Salem	Fifth Street	WNSLNCPI
	Asheville	O'Henry	AHVLNCOH
SC	Charleston	Dial & Toll	CHTNSCDT
	Columbia	Senate St	CLMASCSN EX
		At. Andrews	CLMASCSA
	Greenville	D&T	GNVLSCDT
		Woodruff Road	GNVLSCWR EX
	Spartanburg	Main	SPBGSCMA
TN	Knoxville	Main	KNVLTNMA
	Memphis	Bartlett	MMPHTNBA
		Chickasaw	MMPHTNCT
		Eastland	MMPHTNEL
		Germanatown	MMPHTNGT
		Main	MMPHTNMA EX
		Oakville	MMPHTNOA
		Southland	MMPHTNSL
	Nashville	Main & Toll	NSVLTNMT
		Airport	NSVLTNAP
		Bearwood	NSVLTNBW
		Crieve Hall	NSVLTNCH
		Donelson	NSVLTNDO
		Inglewood	NSVLTNIN
		Sharrodale	NSVLTNST
		University	NSVLTNUN

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ATTACHMENT C-2

Unbundled Products and Services and New Services

Service: Unbundled Exchange Access Loop

Description: Provides the connection from the serving central office to a subscriber's premises and is rated on a distance sensitive basis. It is engineered to meet the same parameters as a residence or business exchange access line.

BellSouth shall allow SMNI to access the following Loop types (in addition to those Loops available under applicable tariffs) unbundled from local switching and local transport in accordance with the terms and conditions set forth herein:

"2-Wire Analog Voice Grade Loops" or "Analog 2W" which support analog transmission of 300-2000 Hz, repeat loop start, loop reverse battery, or ground start seizure and disconnect in one direction (toward the End Office Switch), and repeat ringing in the other direction (toward the Customer). Analog 2W include Loops sufficient for the provision of PBX trunks, pay telephone lines and electronic key system lines. Both "pure copper" and "Unintegrated Digital Loop Carrier" (ULDC) systems shall be made available.

"4-Wire Analog Voice Grade Loops" or "Analog 4W" which support transmission of voice grade signals using separate transmit and receive paths and terminate in a 4-wire electrical interface. Both "pure copper" and "Unintegrated Digital Loop Carrier" (ULDC) systems shall be made available.

"2-Wire ISDN Digital Grade Links" or "BRI ISDN" which support digital transmission of two 64 kbps bearer channels and one 16 kbps data channel. BRI ISDN is a 2B+D Basic Rate Interface-Integrated Services Digital Network (BRI-ISDN) Loop which will meet national ISDN standards.

"2-Wire ADSL-Compatible Loop" or "ADSL 2W" is a transmission path which facilitates the transmission of up to a 6 Mbps digital signal downstream (toward the Customer) and up to a 640 kbps digital signal upstream (away from the Customer) while simultaneously carrying an analog voice signal. An ADSL-2W is provided over a 2-Wire non-loaded twisted copper pair provisioned using revised resistance design guidelines and

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ATTACHMENT C-2 (cont'd)

meeting ANSI Standard T1.413-1995-007R2. An ADSL-2W terminates in a 2-wire electrical interface at the Customer premises and at the BellSouth Central Office frame.

"2-Wire HDSL-Compatible Loop" or "HDSL 2W" is a transmission path which facilitates the transmission of a 768 kbps digital signal over a 2-Wire non-loaded twisted copper pair meeting the specifications in ANSI T1E1 Committee Technical Report Number 28. HDSL compatible Loops are available only where existing copper facilities can meet T1E1 Technical Report Number 28 specifications.

"4-Wire HDSL-compatible Loop" or "HDSL 4W" is a transmission path which facilitates the transmission of a 1.544 Mbps digital signal over two 2-Wire non-loaded twisted copper pairs meeting the specifications in ANSI T1E1 Committee Technical Report Number 28. HDSL compatible Loops are available only where existing copper facilities can meet the specifications.

"Integrated Digital Loop Carrier" or "Integrated DLC" is defined in BellCore TR-TSY-00303, "Integrated Digital Loop Carrier (ILDC) Requirements, Objectives and Interface."

Rate(s):

The parties agree that the prices reflected herein shall be "true-up" (up or down) based on final prices either determined by further agreement or by a final order (including any appeals) of the relevant public service commission or other body having jurisdiction over the subject matter of this Agreement, which final order meets the criteria contained in herein. The "true-up" will consist of comparing the actual volumes and demand for each item, together with the price associated with such item by this Agreement, with final prices determined for each item. Each party shall keep its own records upon which a "true-up" can be based and any final payment from one party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such "true-up", the Parties agree that the body having jurisdiction over the matter for the affected state shall be called upon to resolve such differences, or they will submit the matter to commercial arbitration with the terms contained in Section XXV of this Agreement.

Any final order that forms the basis of a "true-up" under this Agreement shall meet the following criteria:

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ATTACHMENT C-2 (cont'd)

- a. It shall be in a proceeding to which SMNI and BellSouth are entitled to be full parties to the proceeding.
- b. It shall apply the provisions of the Telecommunications Act of 1996, including, but not limited to, Section 252(d)(1) and all effective implementing rules and regulations; provided that said Act and such regulations are in effect at the time of the final order.
- c. It shall include as an issue the geographic deaveraging of unbundled element rates, which deaveraged rate, if any are required by said final order, shall form the basis of any "true-up".

State: Florida

Rate Elements	Monthly	Nonrecurring*
Unbundled Exchange		
Access Loop**		
2-Wire Analog	\$17.00	\$44.80
4-Wire Analog	\$27.20	\$44.80
2-Wire ADSL/HDSL	\$17.00	\$44.80
4-Wire HDSL	\$27.20	\$44.80
2-Wire ISDN Digital	\$27.20	\$44.80
Cross-Connects		
2-Wire Analog	\$0.03	\$15.20
4-Wire Analog	\$0.50	\$15.20
Loop Channelization		
Equipment	\$400.00	\$525.00
Per Line	\$1.15	\$8.00

- * These rates reflect 80% of the Business Service Connection Charge. If the Business Service Connection Charge is modified, this rate will become 80% of the revised rate.
- ** In the event that an unbundled loop ordered by SMNI is part of an Integrated Digital Loop Carrier (DLC) system, the loop will be unbundled from the DLC and provided to SMNI in accordance with the corresponding rates specified above.

EXHIBIT "C"

ATTACHMENT C-3

Unbundled Products and Services and New Services

Service: Channelization System for Unbundled Exchange Access Loops

Description: This new rate element provides the multiplexing function for Unbundled Exchange Access Loops. It can convert up to 96 voice grade loops to DS1 level for connection with the SMNI's point of interface. The multiplexing can be done on a concentrated basis (delivers at 2 DS1 level to customer premise) or on a non-concentrated basis (delivers at 4 DS1 level to customer premise) at the option of the customer.

In addition to the following rates elements, 1.544 Mbps local channel and/or interoffice channel facilities may be required as set forth in E7 of BellSouth Telecommunication's Inc.'s Intrastate Access Service Tariff for non-collocated SMNIs.

Rates: The Parties hereby agree to submit the issue of rate structure and rate levels to state commission arbitration.

State(s):

Florida

Rate Elements				Billing Cycle					
				Monthly	First	Add'l			
Unbundled Loop Channelization System (DS1 to VO), Per System				\$X.XX	\$XX.XX	N/A			
Central Office Channel Interface (circuit specific plug-in equipment), 1 per circuit				\$X.XX	\$X.XX	\$X.XX			

EXHIBIT "C"

ATTACHMENT C-4

Unbundled Products and Services and New Services

Service: Unbundled Exchange Ports

Description: An exchange port is the capability derived from the central office switch hardware and software required to permit end users to transmit or receive information over BellSouth's public switched network. It provides service enabling and network features and functionality such as translations, a telephone number, switching, announcements, supervision and touch-tone capability.

In addition, a BellSouth provided port with outgoing network access also provides access to other services such as operator services, long distance service, etc. It may also be combined with other services available in BellSouth's Intrastate Access Service Tariffs as technically feasible.

When an Unbundled Port is connected to BellSouth provided collocated loops, cross-connection rate elements are required as set forth in Section 20 of BellSouth Telecommunications, Inc.'s Interstate Access Tariff, FCC No. 1.

Rates: The Parties hereby agree to submit the issue of rate structure and rate levels to state commission arbitration.

Alabama			Florida		Georgia	
Rate Element	Rate	Per	Rate Element	Rate	Rate Element	Rate
Monthly Residence Port	\$X.XX		Monthly Residence Port	\$X.XX	Monthly Residence Port	\$X.XX
Business Port	\$X.XX		Business Port	\$X.XX	Business Port	\$X.XX
PBX Trunk Port	\$X.XX		PBX Trunk Port	\$X.XX	PBX Trunk Port	\$X.XX
Rotary Service	\$X.XX		Rotary Service	\$X.XX	Rotary Service	\$X.XX
Primary Rate ISDN NAS	\$X.XX					
Usage-Mileage Bands			Usage-(STS)		Usage-(STS)	
A (0 miles)	\$X.XX	init. min.	- init. min.	\$X.XX	- setup per call	\$X.XX
B (1-10 miles)	\$X.XX	init. min.	- add'l min.	\$X.XX	- per minute or fraction thereof	\$X.XX
C (11-16 miles)	\$X.XX	init. min.				
D (17-22 miles and existing LCA described in A3.6 greater than 22 mi.)	\$X.XX	init. min.				
E (23-30 miles)	\$X.XX	init. min.				
F (31-40 miles)	\$X.XX	init. min.				
G (Special Band)	\$X.XX	init. min.				

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Kentucky *

Louisiana

Rate Elements	Rates	Per	Rate Elements	Rate	Per
Monthly Residence Part	\$X.XX		Monthly Residence Part	\$X.XX	
Business Part	\$X.XX		Business Part	\$X.XX	
PBX Trunk Part	\$X.XX		PBX Trunk Part	\$X.XX	
Rotary Service	\$X.XX		Rotary Service	\$X.XX	
Usage-Mileage Bands			Usage-Mileage Bands		
A (0 miles)	\$X.XX	init. min.	A (0 miles)	\$X.XX	init. min.
	\$X.XX	add'l. min.		\$X.XX	add'l. min.
B (1-10 miles)	\$X.XX	init. min.	B (1-10 miles)	\$X.XX	init. min.
	\$X.XX	add'l. min.		\$X.XX	add'l. min.
C (Greater than 10 miles Limited LCA)	\$X.XX	init. min.	C (11-16 miles)	\$X.XX	init. min.
	\$X.XX	add'l. min.		\$X.XX	add'l. min.
D (1-10 miles beyond Limited LCA)	\$X.XX	init. min.	D (17-22 miles)	\$X.XX	init. min.
	\$X.XX	add'l. min.		\$X.XX	add'l. min.
E (11-16 miles beyond Limited LCA)	\$X.XX	init. min.	E (23-30 miles Basic LCA and Intra Parish Expanded LCA)	\$X.XX	init. min.
	\$X.XX	add'l. min.		\$X.XX	add'l. min.
F (17-22 miles beyond Lim. LCA)	\$X.XX	init. min.	F (Greater than 30 miles Basic LCA and Intra Parish Expanded LCA)	\$X.XX	init. min.
	\$X.XX	add'l. min.		\$X.XX	add'l. min.
G (23-30 miles beyond Limited LCA)	\$X.XX	init. min.	G (23-30 miles Inter-Parish Expanded LCA)	\$X.XX	init. min.
	\$X.XX	add'l. min.		\$X.XX	add'l. min.
H (31-40 miles beyond Limited LCA)	\$X.XX	init. min.	H (31-40 miles Inter-Parish Expanded LCA)	\$X.XX	init. min.
	\$X.XX	add'l. min.		\$X.XX	add'l. min.
I (Greater than 40 miles beyond Limited LCA)	\$X.XX	init. min.	I (Greater than 40 miles Inter-Parish Expanded LCA)	\$X.XX	init. min.
	\$X.XX	add'l. min.		\$X.XX	add'l. min.

Mississippi

N. Carolina

S. Carolina

Rate Elements	Rates	Per	Rate Elements	Rate	Rate Elements	Rate
Monthly Residence Part	\$X.XX		Monthly Residence Part	\$X.XX	Monthly Residence Part	\$X.XX
Business Part	\$X.XX		Business Part	\$X.XX	Business Part	\$X.XX
PBX Trunk Part	\$X.XX		PBX Trunk Part	\$X.XX	PBX Trunk Part	\$X.XX
Rotary Service	\$X.XX		Rotary Service	\$X.XX	Rotary Service	\$X.XX
Usage-Mileage Bands			Usage-(STS)		Usage-(STS)	
A (0 miles)	\$X.XX	init. min.	- init. min.	\$X.XX	- Basic Svc. area	\$X.XX
	\$X.XX	add'l. min.	- add'l. min.	\$X.XX	- Expanded Svc. area	\$X.XX
B (1-10 miles)	\$X.XX	init. min.				
	\$X.XX	add'l. min.				
C (11-16 miles, existing LCA described in A3.6 greater than 16 miles and calls to county seat greater than 16 miles)	\$X.XX	init. min.				
	\$X.XX	add'l. min.				
D (17-30 miles)	\$X.XX	init. min.				
	\$X.XX	add'l. min.				
E (31-55 miles Biloxi LATA)	\$X.XX	init. min.				
	\$X.XX	add'l. min.				
F (31-55 miles Jackson LATA)	\$X.XX	init. min.				
	\$X.XX	add'l. min.				
G (56-85 miles Biloxi LATA)	\$X.XX	init. min.				
	\$X.XX	add'l. min.				

Tennessee

Rate Elements	Rates	Per
Monthly Residence Part	\$X.XX	
Business Part	\$X.XX	
PBX Trunk Part	\$X.XX	
Rotary Service	\$X.XX	
Usage-Mileage Bands		
A (0-16 miles)	\$0.02	per min.
B (17-30 miles)	\$0.05	per min.
C (> 30 miles)	\$0.10	per min.

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ATTACHMENT C-4 (cont'd)

Special Service Requirements:

1. Switching functionalities in the port element include dialtone, screening, recognition of service request, recognition of call-specific information, digit analysis, routing, testing, recordings, signal generation, call completion or handoff, SSP functionality and tables, PIC tables, trunk tables, class of service tables, billing record generation, and AIN tables.
2. SMNI's purchase of the port element for a specific switch avails to it all the features and functionality on that switch.
3. SMNI can interconnect loops from any source to the line port(s) that it purchases on the same terms/conditions/intervals as loops provided by BellSouth.
4. SMNI can use the port element to provide any local exchange service, including switched access services.
5. Optional functionality to support CLASS/Customer Calling features will be included with the port element. No additional charges will apply.
6. Functionality to craft Centrex offerings (call transfer, special dialing, etc.) will be available as part of the port element.

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ATTACHMENT C-5

Unbundled Products and Services and New Services

Service: **Signaling**

Description: **Provides for connection to and utilization of BellSouth's Signaling System 7 network for both call setup and non-call setup purposes.**

State(s): **All**

Rate(s):

Rate Elements	Monthly Rate	Recurring Rate	Non-Recurring	Applied Per
CCS7 Signaling Connection	\$155.00	—	\$510	56 Kpbs facility
CCS7 Signaling Termination	\$355.00	—	.00	STP Port
CCS7 Signaling Usage*	—	\$0.000023	—	Call Set Up Msg.
	—	\$0.000050	—	T-Cap Msg.
CCS7 Signaling Usage Surrogate*	\$395.00	—	—	56 Kpbs facility

*Where signaling usage measurement capability exists, CCS7 Signaling Usage will be billed on a per signaling message basis. Where measurement capability does not exist, CCS7 Signaling Usage will be billed on a per 56 Kpbs facility basis.

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ATTACHMENT C-6

Unbundled Products and Services and New Services

Service: Line Information Database (LIDB)-Storage Agreement

Description: The LIDB Storage Agreement provides the terms and conditions for inclusion in BellSouth's LIDB of billing number information associated with BellSouth exchange lines used for Local Exchange Companies' resale of local exchange service or Service Provider Number Portability arrangements requested Local Exchange Companies' on behalf of the Local Exchange company's end user or for SMNI NXX's stored in BellSouth's LIDB. BellSouth will store in its database, the relevant billing number information and will provide responses to on-line, call-by-call queries to this information for purposes of Billed Number Screening, Calling Card Validation and Fraud Control.

Each time an SMNI's data is used BellSouth will compensate SMNI at a rate of 40% of BellSouth's LIDB Validation rate per query as displayed in Attachment C-13 following.

State(s): All

Rate(s): No Charge

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LINE INFORMATION DATA BASE (LIDB) STORAGE AGREEMENT FOR RESOLD LOCAL EXCHANGE LINES, UNBUNDLED LOOPS AND SERVICE PROVIDER NUMBER PORTABILITY ARRANGEMENTS

This agreement, effective as of _____, 1997, is entered into by and between BellSouth Telecommunications, Inc. ("BST"), a Georgia corporation, and _____ ("Local Exchange Company").

WHEREAS, in consideration of the mutual covenants, agreements and obligations set forth below, the parties hereby agree as follows:

I. SCOPE

This Agreement sets forth the terms and conditions for inclusion in BST's Line Information Data Base (LIDB) of billing number information associated with Local Exchange Company's provision (or resale) of local exchange service or Service Provider Number Portability (SPNP) arrangements requested by Local Exchange Company on behalf of Local Exchange Company's end user. BST will store in its data base the relevant billing number information, and BST will provide responses to on-line, call-by-call queries to this information for purposes specified below.

LIDB is accessed for:

- Billed Number Screening
- Calling Card Validation for Calling Cards issued by BellSouth
- Fraud Control

II. DEFINITIONS

2.01. Billing number - a number used by BST for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.

2.02. Line number - a ten digit number assigned by BST that identifies a telephone line associated with a resold local exchange service, or with a SPNP management.

2.03. Special billing number - a ten digit number that identifies a billing account established by BST in connection with a resold local exchange service or with a SPNP arrangement.

2.04. Calling Card number - a billing number plus PIN number assigned by BST.

2.05. PIN number - a four digit security code assigned by BST which is added to a billing number to compose a fourteen digit calling card number.

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2.06. Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by the Local Exchange Company.

2.07. Billed Number Screening - refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.

2.08. Calling Card Validation - refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.

2.09. Billing number information - information about billing number or Calling Card number as assigned by BST and toll billing exception indicator provided to BST by the Local Exchange Company.

III. RESPONSIBILITIES OF PARTIES

3.01. BST include billing number information associated with resold exchange lines or SPNP arrangements in its LIDB. The Local Exchange Company will request any toll billing exceptions via the Local Service Request (LSR) form used to order resold exchange lines, or the SPNP service request form used to order SPNP arrangements.

3.02. Under normal operating conditions, BST shall include the billing number information in its LIDB upon completion of the service order establishing either the resold local exchange service or the SPNP arrangement, provided that BST shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused by circumstances or conditions beyond BST's reasonable control. BST will store in its LIDB an unlimited volume of the working telephone numbers associated with either the resold local exchange lines or the SPNP arrangements. For resold local exchange lines or for SPNP arrangements, BST will issue line-based calling cards only in the name of Local Exchange Company. BST will not issue line-based calling cards in the name of Local Exchange Company's individual end users. In the event that Local Exchange Company wants to include calling card numbers assigned by the Local Exchange Company in the BST LIDB, a separate agreement is required.

3.03. BST will provide responses to on-line, call-by-call queries to the stored information for the specific purposes listed in the next paragraph.

3.04. BST is authorized to use the billing number information to perform the following functions for authorized users on an on-line basis:

(a) Validate a 14 digit Calling Card number where the first 10 digits are a line number or special billing number assigned by BST, and where the last four digits (PIN) are a security code assigned by BST.

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(b) Determine whether the Local Exchange Company has identified the billing number as one which should not be billed for collect or third number calls, or both.

3.05. BST will provide seven days per week, 24 hours per day, fraud control and detection services. These services include, but are not limited to, such features as sorting Calling Card Fraud detection according to domestic or international calls in order to assist the pinpointing of possible theft or fraudulent use of Calling Card numbers; monitoring bill-to-third number and collect calls made to numbers in BST's LIDB, provided such information is included in the LIDB query, and establishing Account Specific Thresholds, at BST's sole discretion, when necessary. Local Exchange Company understands and agrees BST will administer all data stored in the LIDB, including the data provided by Local Exchange Company pursuant to this Agreement, in the same manner as BST's data for BST's end user customers. BST shall not be responsible to Local Exchange Company for any lost revenue which may result from BST's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BST in its sole discretion from time to time.

3.06. Local Exchange Company understands that BST currently has in effect numerous billing and collection cents with various interexchange carriers and billing clearing houses. Local Exchange Company further understands that these billing and collection customers of BST query BST's LIDB to determine whether to accept various billing options from end users. Additionally, Local Exchange Company understands that presently BST has no method to differentiate between BST's own billing and line data in the LIDB and such data which it includes in the LIDB on Local Exchange Company's behalf pursuant to this Agreement. Therefore, until such time as BST can and does implement in its LIDB and its supporting systems the means to differentiate Local Exchange Company's data from BST's data and the parties to this Agreement execute appropriate amendments hereto, the following terms and conditions shall apply:

(a) The Local Exchange Company agrees that it will accept responsibility for telecommunications services billed by BST for its billing and collection customers for Local Exchange Company's end user accounts which are resident in LIDB pursuant to this Agreement. Local Exchange Company authorizes BST to place such charges on Local Exchange Company's bill from BST and agrees that it shall pay all such charges. Charges for which Local Exchange Company hereby takes responsibility include, but are not limited to, collect and third number calls.

(b) Charges for such services shall appear on a separate BST bill page identified with the name of the entity for which BST is billing the charge.

(c) Local Exchange Company shall have the responsibility to render a billing statement to its end users for these charges, but Local Exchange Company's obligation to pay BST for the charges billed shall be independent of whether Local Exchange Company is able or not to collect from Local Exchange Company's end users.

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(d) BST shall not become involved in any disputes between Local Exchange Company and the entities for which BST performs billing and collection. BellSouth will not issue adjustments for charges billed on behalf of an entity to Local Exchange Company. It shall be the responsibility of the Local Exchange Company and the other entity to negotiate and arrange for any appropriate adjustments.

IV. COMPLIANCE

Unless expressly authorized in writing by the Local Exchange Company, all billing number information provided pursuant to this Agreement shall be used for no purposes other than those set forth in this Agreement.

V. TERMS

This Agreement will be effective as of January 1, 1997, and will continue in effect for one year, and thereafter may be continued until terminated by either Party upon thirty (30) days' written notice to the other Party.

VI. FEES FOR SERVICE AND TAXES

6.01. The Local Exchange Company will not be charged a fee for storage services provided by BST to the Local Exchange Company, as described in Section I of this Agreement.

6.02. Sales, use and all other taxes (excluding taxes on BST's income) determined by BST or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by the Local Exchange Company. The Local Exchange Company shall have the right to have BST contest with the imposing jurisdiction, the Local Exchange Company's expense, any such taxes that the Local Exchange Company deems are improperly levied.

VII. INDEMNIFICATION

To the extent not prohibited by law, each Party will indemnify the other and hold the other harmless against any loss, cost, claim, injury, or liability relating to or arising out of negligence or willful misconduct by the indemnifying Party or its agents or contractors in connection with the indemnifying Party's provision of services, provided, however, that any indemnity for any loss, cost, claim, injury or liability arising out of or relating to errors or omissions in the provision of services under this Agreement shall be limited as otherwise specified in this Agreement. The indemnifying Party under this Section agrees to defend any suit brought against the other Party for any such loss.

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cost, claim, injury or liability. The indemnified Party agrees to notify the other Party promptly, in writing, of any written claims, lawsuits, or demands for which the other Party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying Party shall not be liable under this Section for settlement by the indemnified Party of any claim, lawsuit, or demand unless the defense of the claim, lawsuit, or demand has been tendered to it in writing and the indemnifying Party has unreasonably failed to assume such defense.

VIII. LIMITATION OF LIABILITY

Neither Party shall be liable to the other Party for any lost profits or revenues or for any indirect, incidental or consequential damages incurred by the other Party arising from this Agreement or the services formed or not performed hereunder, regardless of the cause of such loss or damage.

IX. MISCELLANEOUS

9.01. It is understood and agreed to by the parties that BST may provide similar services to other companies.

9.02. All terms, conditions and operations under this Agreement shall be performed in accordance with, and subject to, all applicable local, state or federal legal and regulatory tariffs, rulings, and other requirements of the federal courts, the U.S. Department of Justice and state and federal regulatory agencies. Nothing in this Agreement shall be construed to cause either Party to violate any such legal or regulatory requirement and either Party's obligation to perform shall be subject to all such requirements.

9.03. The Local Exchange Company agrees to submit to BST all advertising, sales promotion, press releases, and other publicity matters relating to this Agreement wherein BST's corporate or trade names, logos, trademarks or service mark or those of BST's affiliated companies are mentioned or language from which the connection of said names or trademarks therewith may be inferred or implied; and the Local Exchange Company further agrees not to publish or use advertising, sales promotions, press releases, or publicity matters related to BST without BST's prior written approval.

9.04. This Agreement constitutes the entire agreement between the Local Exchange Company and BST which supersedes all prior agreements or contracts, oral or written representations, statements, negotiations, understandings, proposals and understandings with respect to the subject matter hereof.

9.05. Except as expressly provided in this Agreement, if any part of this Agreement is held or construed to be invalid or unenforceable, the validity of any other Section of this Agreement shall

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remain in full force and effect to the extent permissible or appropriate in furtherance of the intent of this Agreement.

9.06. Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement for any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.

9.07. This Agreement shall be deemed to be a contract made under the laws of the State of Georgia, and the construction, interpretation and performance of this Agreement and all transactions hereunder shall be governed by the domestic law of such State.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their fully authorized officers.

BELLSOUTH TELECOMMUNICATIONS, INC.

By: *[Signature]*
Title: *Director*
Date: *3/12/97*
Address: *34891 8th St*
675 West Peachtree Street, N.E.
Atlanta, Georgia 30375

SPRINT METROPOLITAN NETWORKS, INC.

By: *Rod A. Wan*
Title: *Operations Manager*
Date: *3/1/97*
Address: *Box 162922*
Altamonte Springs Florida 32716 2922

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ATTACHMENT C-7

Unbundled Products and Services and New Services

Service: Line Information Database Access Service (LIDB) - Validation

Description: Provides a customer the ability to receive validation of billing information through query of data stored in BellSouth's LIDB data base. See below for additional information.

State(s): All

Rate Elements	Description	Monthly	Non-Recurring
LIDB Common Transport	Provides for transport of the customer's query from the LIDB Location (RSTP) to the data base (SCP). This charge will apply each time the customer requests and receives validation of a BellSouth calling card or requests and receives the status of a billed number associated with a LEC line stored in the BellSouth LIDB.	\$0.00030	--
LIDB Validation	Provides for query of data resident in BellSouth's LIDB. This rate will apply each time a customer requests and receives validation of LEC calling card or requests and receives the status of a billed number associated with a LEC line stored in BellSouth's LIDB.	\$0.03800	--
Originating Point Code Establishment or Change	Provides for the establishment or change of a customer requested Originating Point Code. This charge will apply each time the customer establishes or changes a point code destination identifying one of his locations or a locator of one of his end users.	--	\$91.00
CCS7 Signaling Connections	Rates, terms and conditions for CCS7 Signaling Connections are as set forth in Section E6.8 of BellSouth Telecommunication's Inc.'s Intrastate Access Services Tariff.		

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ATTACHMENT C-8

Unbundled Products and Services and New Services

Service: Subscriber Listing Information

Description: Subscriber primary listing information provided at no charge and in an acceptable format will be published at no charge as standard directory listings in an alphabetical directory published by or for BellSouth at no charge to each SMNI end user customer.

States(s): All

Rate(s):

- (1) No charge for SMNI customer primary listings.
- (2) Additional listings and optional listings may be provided by BellSouth at rates set forth in BellSouth's intrastate General Subscriber Services Tariffs.

Special Requirements: SMNI agrees where applicable to execute a directory listing agreement with BAPCO in a form consistent in all material respects with the sample listing agreement attached hereto.

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ATTACHMENT C-9

Unbundled Products and Services and New Services

Service: Access to 911 Service

Description: Provides a universal, easy-to-remember number which is recognized nationally as the appropriate number to call in an emergency.

Additionally, SMNI must provide a minimum of two dedicated trunk groups originating from SMNI's serving wire center and terminating to the appropriate 911 tandem. These facilities, consisting of a Switched Local Channel from SMNI's point of interface to its serving wire center and Switched Dedicated Transport to the 911 tandem, may be purchased from BellSouth at the Switched Dedicated Transport rates set forth in Section E6 of BellSouth Telecommunications Inc.'s Intrastate Access Service Tariffs.

State(s): All

Rate(s): Will be billed to appropriate municipality.

Special Service Requirements:

1. BellSouth shall provide interconnection to a 911 selective routing switch to route calls from SMNI network to correct the Public Safety Answering Point (PSAP).
2. BellSouth shall identify any special default arrangements and routing arrangements to complete overflow.
3. BellSouth shall specify any requirements for emergency backup numbers in case of massive trunk failures.
4. BellSouth shall provide priority restoration of trunk or network outages on the same terms/conditions it provides itself (and without the imposition of TSP).
5. The Parties agree to develop a mutual aid agreement to assist with disaster recovery.
6. BellSouth shall implement a process to identify and correct errors to the ALI database to ensure that the accuracy of data stored by new entrants is no less than its own data.
7. BellSouth shall provide reasonable advance notification of any pending tandem moves, and scheduled maintenance outages which could affect the provision of 911 service.

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8. BellSouth shall establish a process for the management of NPA splits as well as NXX splits sufficient to ensure that the provision of 911 services to SMNI is not adversely affected.

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ATTACHMENT C-10

Unbundled Products and Services and New Services

Service: Operator Call Processing Access Service

Description: Provides Operator and Automated call handling. This includes processing and verification of alternate billing information for collect, calling card, and billing to a third number. Operator Call Processing Access Service also provides dialing instructions, and other operator assistance the customer may desi.

Rate Elements	State(s)	Monthly Recurring	Applied Per
Operator Provided Call Handling	All	\$1.17	Per Work Minute
Call Completion Access Termination Charge This charge will be applicable per call attempt and is in addition to the Operator Provided Call Handling charge listed above.	Alabama	\$0.06	Per Call Attempt
	Florida	\$0.06	Per Call Attempt
	Georgia	\$0.06	Per Call Attempt
	Kentucky	\$0.06	Per Call Attempt
	Louisiana	\$0.06	Per Call Attempt
	Mississippi	\$0.06	Per Call Attempt
	N. Carolina	\$0.06	Per Call Attempt
	S. Carolina	\$0.06	Per Call Attempt
Tennessee	\$0.12	Per Call Attempt	
Fully Automated Call Handling	All	\$0.15	Per Attempt
Operator Services Transport Operator Services transport rates, terms and conditions are as set forth in E6 of BellSouth Telecommunication's, Inc.'s Intrastate Access Service Tariff.			

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ATTACHMENT C-11

Unbundled Products and Services and New Services

Service: Directory Assistance Access Service (Number Services)

Description: In order to provide customers of the co-carriers access to ubiquitous directory assistance services, whereby they can gain information on all assigned numbers regardless of the exchange service provider, methods and procedures need to be developed to 1) incorporate BellSouth and SMNI customer data into each other's directory assistance databases; 2) provide access to each other database(s) for their customers; 3) to buy and sell companies of each others directory assistance and use.

State(s): All.

Rate(s):

Rate Elements	Description	State(s)	Monthly Rate
Directory Assistance Call Completion Access Service	Given a listed telephone number at the request of an Access subscriber's end user, BellSouth will provide or attempt to provide from the DA Operator System, call completion to the number requested. This charge will be applied per completed call.	All	\$0.23
Call Completion Access Termination Charge	This charge will be applicable per completed call and is in addition to the DACC Access Service charge listed above.	Alabama Florida Georgia Kentucky Louisiana Mississippi N. Carolina S. Carolina Tennessee	\$0.06 \$0.06 \$0.06 \$0.06 \$0.06 \$0.06 \$0.08 \$0.08 \$0.12
Number Services Intercept Access Service	Number Services Intercept Access refers calls from disconnected numbers to the proper member or members. This charge will be applied per intercept query.	All	\$0.30
Directory Assistance Service Call	Rates, terms and conditions will be applied as set forth in E9.1.7 for Georgia and as set forth in E9.5.3 for AL, FL, KY, LA, MS, NC, SC, TN of BellSouth Telecommunications's Inc.'s Intrastate Access Service Tariff.		
Directory Transport	Rates, terms and conditions will be applied as set forth in E9.1.7 for Georgia and as set forth in E9.5.3 for AL, FL, KY, LA, MS, NC, SC, TN of BellSouth Telecommunications's Inc.'s Intrastate Access Service Tariff.		
Directory Assistance Interconnection	Rates, terms and conditions will be applied as set forth in E9.1.7 for Georgia and as set forth in E9.5.3 for AL, FL, KY, LA, MS, NC, SC, TN of BellSouth Telecommunications's Inc.'s Intrastate Access Service Tariff.		
Directory Assistance Database Service	Rates, terms and conditions will be applied as set forth in A38.1 of BellSouth Telecommunications's Inc.'s General Subscriber Service Tariff.		
Direct Access to DA Service	Rates, terms and conditions will be applied as set forth in Section 9.3 of BellSouth Telecommunications's Inc.'s Intrastate Access Service Tariff F.C.C. No. 1.		

Special Service Requirements:

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ATTACHMENT C-11 (cont'd)

1. DA Service hereunder provides the ability to make SMNI's data available to anyone calling BellSouth's DA, and BellSouth's data available to anyone calling SMNI's DA.
2. BellSouth shall store proprietary customer information provided by SMNI in its AA database; such information shall be able to be identified by source provider in order to provide the necessary protection of proprietary information.
3. DA Service includes the ability to complete intraLATA, 555 and 411 calls utilizing components of BellSouth's DA network.
4. SMNI may resell BellSouth DA either as part of a bundled SMNI service or independently.
5. SMNI shall be able to buy the components or any combination of components, that comprise the DA Service and package them as required, including:
 - Unbundled Directory Platform (includes operators, switch and LAN)
 - Unbundled Directory Assistance Database Access Service ("DADAS")
 - Unbundled Directory Assistance Database Service ("DADS")

DADAS and DADS will be offered pursuant to the terms of the applicable BellSouth Local Interconnection Services Tariff.
6. There will be no charge for BellSouth storage of SMNI customer information in the Directory Assistance Database.
7. The end-to-end interval for updating database must be the same as provided to BellSouth's end users.
8. BellSouth will provide SMNI with an interface into BellSouth's database for updating and inquiries.
9. Quality standards shall be equivalent to that provided by BellSouth to its own customers.
10. Speed-to-answer times will be equivalent to that provided by BellSouth to its own customers.

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ATTACHMENT C-11 (cont'd)

Special Service Requirements (cont'd):

11. Dialing parity will be provided, including no unreasonable dialing delays.
12. BellSouth will incorporate SMNI customer data in its DA database via the ordering process specified in its Facilities-Based Ordering Guide ("FBOG").
13. BellSouth's DA database shall be updated and maintained with SMNI data for customers who:
 - Disconnect
 - Change carrier
 - Install
 - "Change" orders
 - Are Non-Published
 - Are Non-Listed
 - Are Non-Published/Non-Listed
14. Each carrier shall bill its own end-users.
15. BellSouth invoices to SMNI for DA Services shall be in a CABS format.
16. The Parties agree to develop reasonable intercompany procedures to correct errors which are identified in the DA database.

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ATTACHMENT C-12

Unbundled Products and Services and New Services

Service: Centralized Message Distribution System - Hosting (CMDS-Hosting)

Description: CMDS - Hosting is the Bellcore administered national system used to exchange Message Record (EMR) formatted message data among host companies.

All intraLATA and local messages originated and billed in the BellSouth Region involving BellSouth CMDS hosted companies will be processed through the Non-Send Paid Report System (NSPRS) described in the attached agreement and Attachment C-13 hereto. BellSouth agrees to provide CMDS/RAO hosting and NSPRS services for SMNI, subject to the terms of this Attachment and Attachment C-14, and subject to execution of a services agreement substantially in the form attached hereto.

State(s): All

Rate Elements	Description	Monthly
Message Distribution	Message Distribution is routing determination and subsequent delivery of message data from one company to another. Also included is the interface function with CMDS, where appropriate. This charge is applied on a per message basis.	\$0.004
Data Transmission	This charge is applied on a per message basis.	\$0.001

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CONTRACT PROVISIONS FOR RAO HOSTING AND NSPRS

SECTION 1. SCOPE OF AGREEMENT

- 1.01 This Agreement shall apply to the services of Revenue Accounting Office (RAO) Hosting and the Non-Sent Paid Report System (NSPRS) as provided by BellSouth to SMNI. The terms and conditions for the provisions of these services are outlined in the Exhibits to this Agreement.

SECTION 2. DEFINITIONS

- 2.01 A. Centralized Message Distribution System is the BellCore administered national system, based in Kansas City, Missouri, used to exchange Message Record (EMR) formatted data among host companies.
- B. Compensation is the amount of money due from BellSouth to SMNI or from SMNI to BellSouth for services and/or facilities provided under this Agreement.
- C. Exchange Message Record is the nationally administered standard format for the exchange of data among Exchange Carriers within the telecommunications industry.
- D. Intercompany Settlements (ICS) is the revenue associated with charges billed by a company other than the company in whose service are such charges were incurred. ICS on a national level includes third number and credit card calls. ICS within the BellSouth region includes third number, credit card and collect calls.
- E. Message Distribution is routing determination and subsequent delivery of message data from one company to another. Also included is the interface function with CMDS, where appropriate.
- F. Non-Sent Paid Report System (NSPRS) is the system that calculates ICS amounts due from one company to another in the state of Florida.
- G. Revenue Accounting Office (RAO) Status Company is a local exchange company/alternate local exchange company that has been assigned a unique RAO code. Message data exchanged among RAO status companies is grouped (*i.e.*, packed) according to From/To/Bill RAO combinations.

SECTION 3. RESPONSIBILITIES OF THE PARTIES

- 3.01 RAO Hosting and NSPRS services provided to SMNI by BellSouth will be in accordance with the methods and practices regularly adopted and applied by BellSouth to its own operations during the term of this Agreement, including such revisions as may be made from time to time by BellSouth.

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3.02 SMNI shall furnish all relevant information required by BellSouth for the provision of RAO Hosting and NSPRS.

SECTION 4. COMPENSATION ARRANGEMENTS

4.01 Applicable compensation amounts will be billed by BellSouth to SMNI on a monthly basis in arrears. Amounts due from one Party to the other (excluding adjustments) are payable within thirty (30) days of receipt of the billing statement.

SECTION 5. ASSOCIATED EXHIBITS

5.01 Listed below are the exhibits associated with this Agreement.

Exhibit A Message Distribution Service (RAO Hosting)

Exhibit B Intercompany Settlements (NSPRS)

5.02 From time to time by written agreement of the parties, new Exhibits may be substituted for the attached Exhibits, superseding and canceling the Exhibits then in effect.

SECTION 6. TERM OF AGREEMENT

6.01 This agreement is effective 1/1/97 and will continue in force until terminated, with or without cause, by thirty (30) days' prior notice in writing from either Party to the other. This Agreement may be amended from time to time upon written agreement of the parties.

Executed this 13 day of March, 1997.

WITNESS: SPRINT METROPOLITAN NETWORK, INC.

Elizabeth A. Day

Paul A. Wain / ops mgr
(title)

WITNESS: BELLSOUTH TELECOMMUNICATIONS, INC.

Kirsten Jorgensen

Jay // [Signature] / Director
(title)

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Exhibit A

SECTION 1. SCOPE OF EXHIBIT

- 1.01 This exhibit specifies the terms and conditions, including compensation, under which BellSouth shall provide message distribution service to SMNI. As described herein, message distribution service includes the following:
- 1) Message Forwarding to Intra-region LEC/ALEC - function of receiving an ALEC message and forwarding the message to another LEC/ALEC in the BellSouth region.
 - 2) Message Forwarding to CMDS - function of receiving an ALEC message and forwarding that message on to CMDS.
 - 3) Message Forwarding from CMDS - function of receiving a message from CMDS and forwarding that message to SMNI.

SECTION 2. RESPONSIBILITIES OF THE PARTIES

- 2.01 An ALEC that is CMDS hosted by BellSouth must have its own unique RAO code. Requests for establishment of RAO status where BellSouth is the selected CMDS interfacing host, require written notification from SMNI to BellSouth at least six (6) weeks prior to the proposed effective date. The proposed effective date will be mutually agreed upon between the parties with consideration given to time necessary for the completion of required BellCore functions. BellSouth will request the assignment of an RAO code from its connecting contractor, currently BellCore, on behalf of SMNI and will coordinate all associated conversion activities.
- 2.02 BellSouth will receive messages from SMNI that are to be processed by BellSouth, another LEC/ALEC in the BellSouth region or a LEC outside the BellSouth region.
- 2.03 BellSouth will perform invoice sequence checking, standard EMR format editing, and balancing of message data with the EMR trailer record counts on all data received from SMNI.
- 2.04 All data received from SMNI that is to be processed or billed by another LEC/ALEC within the BellSouth region will be distributed to that LEC/ALEC in accordance with the agreement(s) which may be in effect between BellSouth and the involved LEC/ALEC.
- 2.05 All data received from SMNI that is to be placed on the CMDS network for distribution outside the BellSouth region will be handled in accordance with the agreement(s) which may be in effect between BellSouth and its connecting contractor (currently BellCore).

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- 2.06 • BellSouth will receive messages from the CMDS network that are destined to be processed by SMNI and will forward them to SMNI on a daily basis.
- 2.07 Transmission of message data between BellSouth and SMNI will be via electronic data transmission.
- 2.08 All messages and related data exchanged between BellSouth and SMNI will be formatted in accordance with accepted industry standards for EMR formatted records and packed between appropriate EMR header and trailer records, also in accordance with accepted industry standards.
- 2.09 SMNI will ensure that the recorded message detail necessary to recreate files provided to BellSouth will be maintained for back-up purposes for a period of three (3) calendar months beyond the related message dates.
- 2.10 Should it become necessary for SMNI to send data to BellSouth more than sixty (60) days past the message date(s), that ALEC will notify BellSouth in advance of the transmission of the data. If there will be impacts outside the BellSouth region, BellSouth will work with its connecting contractor and SMNI to notify all affected parties.
- 2.11 In the event that data to be exchanged between the two parties should become lost or destroyed, both parties will work together to determine the source of the problem. Once the cause of the problem has been jointly determined and the responsible Party (BellSouth or SMNI) identified and agreed to, the company responsible for creating the data (BellSouth or SMNI) will make every effort to have the affected data restored and retransmitted. If the data cannot be retrieved, the responsible Party will be liable to the other Party for any resulting lost revenue. Lost revenue may be a combination of revenues that could not be billed to the end users and associated access revenues. Both parties will work together to estimate the revenue amount based upon historical data through a method mutually agreed upon. The resulting estimated revenue loss will be paid by the responsible Party to the other Party within three (3) calendar months of the date of problem resolution, or as mutually agreed upon by the parties.
- 2.12 Should an error be detected by the EMR format edits performed by BellSouth on data received from SMNI, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify SMNI of the error condition. SMNI will correct the error(s) and will resend the entire pack to BellSouth for processing. In the event that an out-of-sequence condition occurs on subsequent packs, SMNI will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.

EXHIBIT "C"

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- 2.13 In association with message distribution service, BellSouth will provide SMNI with associated intercompany settlements reports (national and regional) as appropriate.
- 2.14 In no case shall either Party be liable to the other for any direct or consequential damages incurred as a result of the obligations set out in this agreement.

SECTION 3. COMPENSATION

- 3.01 For message distribution service provided by BellSouth for SMNI, BellSouth shall receive the following as compensation:

Rate Per Message \$0.004

- 3.02 For data transmission associated with message distribution service, BellSouth shall receive the following as compensation:

Rate Per Message \$0.001

- 3.03 Data circuits (private line or dial-up) will be required between BellSouth and SMNI for the purpose of data transmission. Where a dedicated line is required, SMNI will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. SMNI will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to SMNI. Additionally, all message toll charges associated with the use of the dial circuit by SMNI will be the responsibility of SMNI. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the parties.
- 3.04 All equipment, including modems and software, that is required on SMNI end for the purpose of data transmission will be the responsibility of SMNI.

EXHIBIT "C"

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Exhibit B

SECTION 1. SCOPE OF EXHIBIT

- 1.01 This Exhibit specifies the terms and conditions, including compensation, under which BellSouth and SMNI will compensate each other for Intercompany Settlements (ICS) messages.

SECTION 2. RESPONSIBILITIES OF THE PARTIES

- 2.01 BellSouth will remit to SMNI the revenue, less a billing charge, for IntraLATA ICS messages, Local ICS messages, and charges for other services when related messages and/or services are provided by SMNI and billed to:
- 1) a BellSouth customer,
 - 2) another company within the BellSouth region (excluding Florida) associated with the exchange of message data with BellSouth (excluding CIID and 891 messages),
 - 3) another company within the conterminous United States that utilizes CMDS directly or indirectly and settles with BellSouth directly or indirectly through the Credit Card and Third Number Settlement System (CATS) administered by BellCore,
 - 4) another company utilizing the non-conterminous RAO codes associated with AT&T's Transport and Tracking Intercompany System settlements with BellSouth.
- 2.02 These other services include, but are not limited to:
- 1) Maritime Mobile Radiotelephone Services radio link charges as set forth in the FCC's Maritime Mobile Radiotelephone Services tariff.
 - 2) Aviation Radiotelephone Service radio link charges as set forth in the FCC's Aviation Radiotelephone Service tariff.
 - 3) Public Land Mobile Radiotelephone Transient-Unit Non-Toll Service (charges) as approved by the authorized state regulatory commission (or municipal regulatory authority).

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- 4) **Non-Toll Service Charges** billed to a calling card or to a third number as filed with and approved by the authorized state regulatory commission (or municipal regulatory authority).
 - 5) **Directory Assistance Call Charges** to a calling card or to a third number as approved by the authorized regulatory commission.
- 2.03 **SMNI will bill, collect and remit to BellSouth the charges for intrastate LATA and/or local ICS messages and other services as described above where such messages and/or services are provided by:**
- 1) **BellSouth,**
 - 2) **another company with the BellSouth region (excluding Florida) associated with the exchange of message data with BellSouth (excluding CIID and 891 messages),**
 - 3) **another company within the conterminous United States that utilizes CMDS directly or indirectly and settles with BellSouth directly or indirectly through the Credit Card and Third Number Settlement System (CATS).**
- 2.04 **For ICS revenues involving SMNI and other non-BellSouth LECs/ALECs within the state, BellSouth will provide SMNI with monthly reports summarizing the ICS revenues for messages that originated with SMNI and were billed by each of the other Florida LECs/ALECs and those messages that originated with each of the other Florida LECs/ALECs and were billed by SMNI.**

SECTION 3. COMPENSATION

- 3.01 **The following compensation shall be retained by the billing company for the billing of ICS messages and services:**

	<u>Rate Per Message</u>
1) Calls originated and billed in Florida or originated and billed in North Carolina	\$0.0666
2) Calls originated in any of the states within BellSouth region and billed in that same state	\$0.05
3) Calls originated in a state within BellSouth's region and billed in another state or originated in another state and	

EXHIBIT "C"

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	billed in a state within BellSouth's region	\$0.05
4)	Calls originated in a state within BellSouth's region and billed outside the conterminous United States	\$0.16

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ATTACHMENT C-13

Unbundled Products and Services and New Services

Service: Non-Sent Paid Report System (NSPRS)

Description: NSPRS includes: (1) a mechanized report system that provides to the BellSouth CMDS hosted companies within the BellSouth Region information regarding Non-Sent Paid message and revenue occurring on calls originated and billed within the BellSouth region; (2) distribution of Bellcore produced Credit Card and Third Number System (CATS) reports and administration of associated elements; (3) distribution of Bellcore produced non-conterminous CATS reports and administration of associated settlements. Subject to the terms hereof and execution of a services agreement substantially in the form attached to Attachment C-12, BellSouth agrees to provide NSPRS services for SMNI.

State(s): All

Rate Elements	Billing and Collections Fee Retained by Billing Co.	Applied Per
NSPRS—intrastate FL and NC	\$0.066	message
NSPRS—intrastate all other BellSouth states	\$0.05	message
NSPRS—CATS	\$0.05	message
NSPRS—non-conterminous	\$0.16	message

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ATTACHMENT D

SERVICE PROVIDER NUMBER PORTABILITY-REMOTE (RCF)

INTERIM COSTS

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
Per Number Ported		
- Resident/ 6 paths	\$1.15	-
- Business/10 paths	\$2.25	-
Each Additional Path per end user location	\$0.50 -	None

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ATTACHMENT E

LOCAL INTERCONNECTION SERVICE

Service: Service Provider Number Portability-Direct Inward Dailed (DID)*

Description: Service Provider Number Portability (SPNP) is an interim service arrangement provided by BellSouth to ALECs whereby an end user, who switches subscription to local exchange service from BellSouth to an ALEC is permitted to retain use of the existing BellSouth assigned telephone number provided that the end user remains at the same location.

SPNP-DID provides trunk side access to BellSouth end office switched for direct inward dialing to ALEC premises from the telecommunications network directly to lines associated with ALEC switching equipment.

Interim Rates: The following rates are interim pending negotiation or arbitration of final rates as stated in Section XI of the Agreement.

Rate Elements	Alabama				Florida			
	Monthly Recurring \$	Applied For	Non-Recurring \$	Applied For	Monthly Recurring \$	Applied Per	Non-Recurring	Applied For
Per Number Ported-Business	\$0.01	each	\$1.00	each	\$0.01	each	\$1.00	each
Per Number Ported-Residence	\$0.01	each	\$1.00	each	\$0.01	each	\$1.00	each
Per Order	—	—	\$25.00	end user location	—	—	\$25.00	end user location
SPNP-DID Trunk Termination	\$13.00	trunk	\$160.00	trunk-init	\$15.00	trunk	\$170.00	trunk-init
			\$80.00	trunk-sub			\$86.00	trunk-sub
DS1 Local Channel**	\$133.81	LC	\$866.97	LC-First	\$133.81	LC	\$866.97	LC-First
	—	—	\$486.83	LC-Add'l	—	—	\$486.83	LC-Add'l
DS1 Dedicated Transport**	\$23.50	per mile	—	—	\$16.75	per mile	—	—
	\$90.00	fac. term.	\$100.49	fac. term.	\$59.75	fac. term.	\$100.49	fac. term.

*Rates are displayed at the DS1-1.544 Mbps level. For rates and charges applicable to other arrangement levels, refer to Section B6 of BellSouth Telecommunications, Inc.'s Intrastate Access Tariff

**May not be required if the ALEC is collocated at the ported number end office.

EXHIBIT "C"

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ATTACHMENT E (cont'd)

State(s):		Georgia				Kentucky			
Rate Elements	Monthly Recurring \$	Applied For	Non-Recurring \$	Applied For	Monthly Recurring \$	Applied For	Non-Recurring \$	Applied For	
Per Number Ported-Business	\$0.01	each	\$1.00	each	\$0.01	each	\$1.00	each	
Per Number Ported-Residence	\$0.01	each	\$1.00	each	\$0.01	each	\$1.00	each	
Per Order	—	—	\$25.00	end user location	—	—	\$25.00	end user location	
	—	—	—	—	—	—	—	—	
SPNP-DID Trunk Termination	\$14.00	trunk	\$165.00 \$83.00	trunk-init trunk-sub	\$13.00	trunk	\$150.00 \$80.00	trunk-init trunk-sub	
DS1 Local Channel	\$133.81	LC	\$866.97 \$486.83	LC-First LC-Add'l	\$133.81	LC	\$866.97 \$486.83	LC-First LC-Add'l	
	—	—	—	—	—	—	—	—	
DS1 Dedicated Transport	\$23.50 \$90.00	per mile fac. term.	— \$100.49	— fac. term.	\$23.50 \$90.00	per mile fac. term.	— \$100.49	— fac. term.	

State(s):		Louisiana				Mississippi			
Rate Elements	Monthly Recurring \$	Applied For	Non-Recurring \$	Applied For	Monthly Recurring \$	Applied For	Non-Recurring \$	Applied For	
Per Number Ported-Business	\$0.01	each	\$1.00	each	\$0.01	each	\$1.00	each	
Per Number Ported-Residence	\$0.01	each	\$1.00	each	\$0.01	each	\$1.00	each	
Per Order	—	—	\$25.00	end user location	—	—	\$25.00	end user location	
	—	—	—	—	—	—	—	—	
SPNP-DID Trunk Termination	\$13.00	trunk	\$170.00 \$86.00	trunk-init trunk-sub	\$13.00	trunk	\$150.00 \$80.00	trunk-init trunk-sub	
DS1 Local Channel	\$133.81	LC	\$866.97 \$486.83	LC-First LC-Add'l	\$133.81	LC	\$866.97 \$486.83	LC-First LC-Add'l	
	—	—	—	—	—	—	—	—	
DS1 Dedicated Transport	\$16.75 \$59.73	per mile fac. term.	— \$100.49	— fac. term.	\$23.50 \$90.00	per mile fac. term.	— \$100.49	— fac. term.	

EXHIBIT "C"

ATTACHMENT E (cont'd)

State(s)	North Carolina				South Carolina			
Rate Elements	Monthly Recurring \$	Applied For	Non-Recurring \$	Applied For	Monthly Recurring \$	Applied For	Non-Recurring \$	Applied For
Per Number Ported-Business	\$0.01	each	\$1.00	each	\$0.01	each	\$1.00	each
Per Number Ported-Residence	\$0.01	each	\$1.00	each	\$0.01	each	\$1.00	each
Per Order	—	—	\$25.00	end user location	—	—	\$25.00	end user location
SPNP-DID Trunk Termination	\$13.00	trunk	\$160.00 \$83.00	trunk-init. trunk-sub	\$13.00	trunk	\$164.00 \$81.00	trunk-init. trunk-sub
DS1 Local Channel	\$133.81	LC	\$866.97 \$486.83	LC-First LC-Add'l	\$133.81	LC	\$866.97 \$486.83	LC-First LC-Add'l
DS1 Dedicated Transport	\$23.50 \$90.00	per mile fac. term.	— \$100.49	— fac. term.	\$23.50 \$90.00	per mile fac. term.	— \$100.49	— fac. term.

State(s): Tennessee
6

Rate Elements	Monthly Recurring \$	Applied For	Non-Recurring \$	Applied For
Per Number Ported-Business	\$0.01	each	\$1.00	each
Per Number Ported-Residence	\$0.01	each	\$1.00	each
Per Order	—	—	\$25.00	end user location
SPNP-DID Trunk Termination	\$13.00	trunk	\$164.00 \$83.00	trunk-init. trunk-sub.
DS1 Local Channel	\$133.81	LC	\$866.97 \$486.83	LC-First LC-Add'l
DS1 Dedicated Transport	\$23.50 \$90.00	per mile fac. term.	— \$100.49	— fac. term.

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ATTACHMENT F

BLANKET AGENCY AGREEMENT LETTER

I am an official of Sprint Metropolitan Networks, Inc. ("SMNI") and am authorized to commit my company to the conditions stated herein:

1. SMNI will not submit any requests or inquiries for Resale or Facility Based local service provisioning under Blanket Agency Agreement procedures to BellSouth for which it does not have proper authorization from the End User upon whose behalf service is offered.
2. SMNI will instruct its End Users to deal directly with SMNI on all inquiries concerning the Local Service. This may include, but is not limited to, billing, repair, directory listings, and number portability.
3. SMNI is authorized to release all information regarding the End User's local service to BellSouth.
4. In the event that an End User successfully challenges action taken by BellSouth as a result of the above mentioned service request, SMNI will indemnify and hold harmless BellSouth for any reasonable damages or losses, resulting from SMNI's preparation and submission of service requests for which it did not have proper End User authorization.
5. In the event that an End User successfully challenges billing which resulted from local service requests submitted to BellSouth by SMNI under this Blanket Agency Agreement, then SMNI will indemnify and hold harmless BellSouth for any reasonable damages, losses, and costs, if any, arising from BellSouth provisioning and maintenance of the End User's local service due to errors in the ordering of said service by SMNI.
6. In the event that an End User disputes actions taken by SMNI as a result of a submission by SMNI of a service request for disconnection or termination of a previously submitted local service request for which it did not have proper End User authorization, then SMNI will indemnify and hold harmless BellSouth for any reasonable damages, losses, and costs, if any, resulting from said dispute.
7. This Agreement shall continue in effect unless cancelled by prior written notice by SMNI or BellSouth thirty (30) days' prior to the effective date of cancellation. Cancellation shall not release or limit any matters occurring prior to the cancellation of this Blanket Agency Agreement.

{Signed}

EXHIBIT “D”

EXHIBIT "D"

Page 1 of 2



Michael Charr
Executive Director, Local Market Integration

Local Market Integration
200 South Main Street, Suite 2000
Birmingham, AL 35202
Phone: 205-975-1111
Fax: 205-975-1111
mcharr@cs.sprint.com

April 18, 1997

Ms. Carol Jarman
Director
BellSouth Interconnection
Suite 440
Two Chase Corporate Drive
Birmingham, Alabama 35244

Dear Carol:

While we were optimistic after our January 23 meeting with BellSouth's Account Team serving Sprint that service order and installation processes would improve, Sprint Metropolitan Networks (SMNI) continues to experience delays with the majority of its orders placed with BellSouth. I am writing to request your assistance in quickly addressing several issues associated with these delays which have resulted in missed SMNI service installation commitments on multiple occasions.

First, BellSouth continues to miss its commitment to SMNI to return Customer Service Record (CSR) requests and Firm Order Confirmations (FOCs) within 48 hours of receipt. It is the exception when a CSR or FOC is returned in 48 hours. Usually, a follow-up call must be placed by SMNI to inquire as to status and to escalate the request for CSR or FOC return. As an example, during the week of March 30, numerous orders were delayed or rescheduled because SMNI was unable to acquire vital information in order to properly provision service to its customers.

A second source of concern is that SMNI has been informed by the Birmingham LCSC that there are only three individuals in their office that are able to properly accept and process SMNI orders. At one point, of the three, two were out of the office, leaving only one person to handle the entire work load. Even when specific orders were escalated, the responses by BellSouth included, "I have found your ASRs and will have Nancy process them when she returns on Monday." This was an escalation on Thursday, 4/3 for an order due 4/10. (Nancy was returning on 4/7.) Another response provided to SMNI was, "I have ten of your (SMNI) orders on my desk. Which one do you want first?"

EXHIBIT "D"

Page 2 of 2

Carol, the clear impression of the SMNI team is that the LCSC is significantly under-resourced to effectively handle SMNI orders. In addition, poor workforce scheduling has frequently made a bad situation worse.

To illustrate, by special arrangement with BellSouth, SMNI recently submitted ASRs on 4/3 for 143 lines for a large business customer with an FOC return commitment of 4/10. Correct FOCs were not been received until 4/16.

In another recent example, SMNI submitted ASRs on 3/17 with a 4/11 due date. Sprint had also sold this customer a PBX, and the customer requested that the service cut-over and PBX installation be handled concurrently. BellSouth was unable to locate the 3/17-dated ASR, was subsequently slow in responding, failing to return the FOC until 4/9, and on 4/10 determined that BellSouth would not be able to convert service on the requested due date. BellSouth requested an additional week to properly provision and prepare for the conversion. Needless to say, the entire cutover had to be postponed and the customer was furious.

Finally, three SMNI customer orders are currently delayed because of BellSouth's inability to properly provision an SMNI service order when the BellSouth service is provisioned utilizing a "DACS-mapped integrated SLC." For one of these customers, tests were performed while partnering with BellSouth to engineer service reusing the "DACS-mapped integrated SLC" facility. The tests were successful, SMNI special-ordered channel cards for its central office in order to provision the services and orders were subsequently submitted to BellSouth. BellSouth then informed SMNI that they were unable to process the orders and the conversions would be delayed until new facilities could be provisioned or until BellSouth could determine "how and if" they would provision this type of service request. The ASR for one of the three customers referenced was first submitted to BellSouth in September, 1996, and has been repeatedly scheduled, re-scheduled, and delayed.

Carol, I am asking for your assistance in addressing the above issues and would appreciate your response as to the nature and time-frames of the proposed resolutions.

Please contact me if you need additional detail. I look forward to your response.

Sincerely,



Melissa L. Closs

cc Joe Baker- BellSouth
George Head- Sprint
Richard Warner- Sprint.
Bill Bolt- BellSouth

EXHIBIT “E”

EXHIBIT "E"

Page 1 of 2



BellSouth Interconnection Services
Suite 400
Two Chase Corporate Drive
Birmingham, Alabama 35244

Fax 205 990-1626
205 990-1700

Carol B. Jordan
Sales Account Vice President
Sprint Account Team

April 25, 1997

Ms. Melissa Cloz
Director Local Market Development
Sprint Metropolitan Networks, Inc.
154 Southhall Lane Suite 4008
Maitland, FL 32751

Dear Melissa:

Thank you for your letter dated April 18. You expressed several concerns and I will address each of them.

The first issue in your letter was BellSouth's failure to meet the 48 hour commitment on Firm Order Confirmations (FOC). The primary reason for this has been a lack of resources. We have been working diligently to increase our personnel. Next week we will add 14 service representatives to our Birmingham office to handle Unbundled Network Element service requests. In approximately 2 weeks, 18 additional service representatives will complete their basic training. This represents an increase of more than 300 percent and will enable the LCSC to process your service requests in a more timely manner and meet our 48 hour FOC commitment.

We recently implemented new software to improve the automated delivery of Customer Service Records. In addition, a Project Manager has been charged with reviewing the process, documenting procedures and assigning responsibilities. There will also be an additional management person to supervise the clerical staff.

As you are aware, the account team is working diligently to transition SMNI to EXACT, which is a mechanized service ordering interface. We have scheduled a visit to your Orlando offices on May 7-9 to help facilitate that transition and will bring several subject matter experts to give hands on training to your personnel. This will also contribute to a more timely flow of information.

EXHIBIT "E"

Page 2 of 2

Ms. Melissa Cloz
Page 2
April 25, 1997

Your additional concerns also relate to a lack of resources. Once again, the increase in personnel should alleviate this problem. We are sorry that the responses you received when inquiring about your orders were not in keeping with your expectations or BellSouth's desire to provide you the best possible service. As set forth above, BellSouth is taking the necessary steps to make sure this does not happen again.

I am not in a position to give you a definite answer regarding "DACS-mapped integrated SLC." BellSouth does not have any Methods and Procedures (M&P's) in place for a DACS cutover. A change in company policy has to be made before we can provision these orders. However, this has been escalated and we will provide you with a status on this issue next week.

I sincerely apologize for any inconvenience we have caused your company. The account team is acutely aware of the importance of prompt response times for service and provisioning in today's local environment. Toward that end, we will continue champion your needs within BellSouth.



cc: George Head - Sprint
Joe Baker - BellSouth
Richard Warner - Sprint
Bill Bolt - BellSouth

EXHIBIT “F”

EXHIBIT F

Page 1 of 2



George V. Head
Vice President
Local Market Integration
7301 College Blvd
Overland Park KS 66210
KSOPKV0203
Phone: 913-534-6102
Fax: 913-534-6304

May 1, 1997

BellSouth Telecommunications, Inc.
Mr. Joseph M. Baker
Vice President - Sales
Interconnection Services
675 West Peachtree Street, N. E.
Suite 4423
Atlanta, Georgia 30375

Dear Mr. Baker:

I am in receipt of Carol Jarman's letter to Melissa Cloz dated April 27, 1997. I appreciate BellSouth meeting its Friday commitment with a response to the service difficulties we continue to experience. Carol and I also spoke briefly on Friday afternoon.

We agree with Carol's conclusion that BellSouth has not adequately staffed its LCSC. It has been our experience with other suppliers, however, that merely adding people, by itself, will not solve the service problem. Sprint recommends that a joint quality team be established that has the charter to mutually map the end-to-end process and identify opportunities for cycle time reduction and accuracy improvement. The team should also gain agreement on measurement metrics and metric calculation formulas and data sources.

Sprint also requests that, if not already in place, that BellSouth dedicate resources in its LCSC specifically to Sprint's account service needs. Sprint

EXHIBIT "F"

Page 2 of 2

commits to provide timely forecasts to assist in appropriately sizing the group dedicated to Sprint's account.

We are hopeful that BellSouth's EXACT system will provide an acceptable interim interface for the local loop portion of SMNI service orders. The team that meets in Orlando next month should attempt to quantify the number and type of orders that may be processed through the EXACT automated interface.

With respect to BellSouth's 48 hour FOC commitment, it should be noted that Sprint does not consider 48 hour turn around to be an acceptable performance level. In a manual environment, Sprint believes that 24 hours is readily achievable. When automated processes are implemented, a 4 hour turnaround is expected and achievable. Absent this level of performance, BellSouth will be unable to meet its obligation to serve CLECs with the same speed and quality with which it serves its end user customers.

In our view, BellSouth has made no progress against its commitments made on January 23rd in Orlando. BellSouth's lack of performance has been harmful to Sprint's relationship with its customers, caused financial harm to Sprint and its customers, and is an impediment to the development of competition in Central Florida. As such, Sprint must regrettably insist that BellSouth fix its provisioning process, with demonstrated results, prior to 6-1-97. If not, Sprint will be forced to seek other remedies to achieve the service quality Sprint and its customers deserve and are legally entitled to receive.

Sincerely,



George V. Head

(JH:tk

c: John Cascio
Melissa Cloz
Ellen D'Amato
Carol Jarman (BS)
Rich Morris
Bob Runke
Gary Owens

EXHIBIT “G”

EXHIBIT "G"

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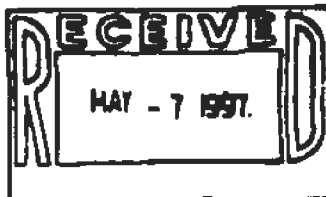


Southern Telecommunications, Inc.
Suite 442B
875 West Peachtree Street, A.E.
Atlanta, Georgia 30305

404 527-7140
Fax 404 525-4848

Joseph H. Baker
Vice President - Sales
International Services

May 5, 1997



Mr. George V. Head
Vice President
Local Market Integration
Sprint
7301 College Boulevard
Overland Park, KS 66110

Dear George:

This letter is in reply to your correspondence of May 1, 1997. I hope you did not misunderstand Carol Jarman's explanation of what is being done to satisfy Sprint Metro's business requirements. BellSouth is committed to serving Sprint Metro in the best manner reasonably possible. I will, however, address the issues raised in order to prevent any misunderstanding concerning BellSouth's commitment to providing Sprint Metro and Sprint NIS with appropriate service levels.

As you know, BellSouth has already taken substantial steps to ensure that Sprint NIS receives an appropriate level of service. Sprint NIS's interface with BellSouth is through a dedicated account team. Moreover, a portion of this team is assigned to work with both Sprint NIS and Sprint Metro to facilitate their working relationships with BellSouth as they enter local markets in the Southeast. Further, a project manager and a newly appointed customer support manager have been added to the LCSC to provide additional support in processing orders and addressing service needs. We are in the process of establishing an implementation team of subject matter experts to facilitate our CLEC customer's start up operations. As soon as this team is in place and properly trained, we will set up a series of meetings with Sprint to review end-to-end process and to look for ongoing improvements.

These managers and Sprint's account team are in daily contact with their counterparts at Sprint NIS, Sprint Metro, and the LCSC. BellSouth account management for Sprint Metro was transitioned to the Sprint Account Team in January in order to provide dedicated support that is experienced in dealing with Sprint and its requirements.

As Carol pointed out in her letter to Jeffrey Clegg, additional service representatives to handle service requests for unbundled network elements were added to the LCSC the week of April 28, and more representatives will complete training and join the LCSC staff the week of May 13. Though Sprint NIS has currently issued no orders for service, I believe, assuming BellSouth is provided reasonable forecasts from Sprint NIS in a timely fashion, the LCSC and the Sprint dedicated account team will be able to provide Sprint NIS with the proper level of service once Sprint NIS begins to place orders.

BellSouth has asked Sprint NIS for forecasts of the number of reported orders since December 1996. We appreciate that forecasting can be difficult, but to date the information BellSouth has received is too general to be useful for planning and staffing purposes. In order to be of value, BellSouth will need specific forecast information by month end, number/type of lines (e.g., residence, business, trunk, ISDN/quietline, etc.), UNEs and number/type of service orders (new, disconnect, mo-a, record only, change, etc.)

EXHIBIT "G"

Page 2 of 2

George v. Maul
Scales

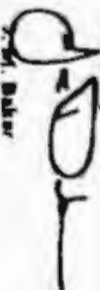
Page 2
1/20/97

It was mentioned in your letter that Sprint does not consider the 48 hour FOC commitment acceptable. However, the 48 hour FOC commitment is recognized as the standard by Sprint Memo to Mr. Clear's April 18 letter. BellSouth intends to fulfill its commitment to Sprint Memo in this regard. While the 48 hour FOC commitment is at issue between Sprint NTS and BellSouth in current contract negotiations, this disagreement does not support the observation that a 48 hour FOC commitment on the part of BellSouth is somehow improper or inappropriate.

Lastly, BellSouth will provide hands-on training to Sprint Memo on the EXACT system on May 8. This system should maintain manual intervention and streamline order flows. As you know, the account team and BellSouth's subject matter experts have worked extensively with Sprint NTS to set forth fully the options for electronic intervention and to determine the best applications for Sprint NTS's use.

George, BellSouth values Sprint as a long term customer, and it is our desire to maintain a relationship with Sprint that is based upon mutual respect, trust and commitment. I am sure you BellSouth is committed to do what it can to promote a positive and productive business relationship with Sprint.

Sincerely,



J. M. Baker

Cc: Ellen D'Annunzio
Carol Jurnan
Oley Owens
Bob Linker

EXHIBIT “H”

BellSouth FOC Problems

April 1997

APRIL 1997

FOC PROBLEMS (OVER 48 HOURS)

(FOC = Firm Order Confirmation)
 (ASR = Access Service Request)
 (PON = Purchase Order Number)

Total ASRs Submitted: 19
 Total FOCs Received Within 48 Hours: 1
 Percent of FOCs Received Within 48 Hours: 5%

CUSTOMER	Customer PON	ASR TO BELL	FOC Received	Number of Business Days From ASR To FOC	Actual Migration Complete
Customer A	N001895	04/04/97	04/10/97	5	05/12/97
Customer B	N001800	04/16/97	04/21/97	4	05/28/97
Customer C	N002008	04/24/97	04/28/97	3	04/29/97
Customer D	N001100A	04/02/97	04/10/97	6	04/26/97
Customer E	N001100	04/02/97	04/10/97	7	04/21/97
Customer F	N001574	04/07/97	04/11/97	5	04/23/97
Customer G	N004310	04/14/97	04/18/97	5	06/25/97
Customer H	N006062B	04/10/97	04/16/97	5	04/28/97
Customer I	N000155	03/31/97	04/08/97	7	04/18/97
Customer J	N010883	04/07/97	04/14/97	6	05/05/97
Customer K	N005280	04/10/97	04/15/97	4	04/17/97
Customer L	N006462	04/16/97	04/21/97	4	05/01/97
Customer M	N007200A,B	03/17/97	04/09/97	18	04/18/97
Customer N	N007491	04/04/97	04/09/97	4	04/15/97
Customer O	N004576	04/04/97	04/09/97	4	04/17/97
Customer P	N00744A	04/01/97	04/09/97	7	04/14/97
Customer Q	C00155	04/14/97	04/22/97	7	04/23/97
Customer R	N005200	04/08/97	04/16/97	7	04/24/97

BellSouth FOC Problems May 1997

May 1997

FOC PROBLEMS (OVER 48 HOURS)

(FOC = Firm Order Confirmation)
(ASR = Access Service Request)
(PON = Purchase Order Number)

Total ASRs Submitted: 16
Total FOCs Received Within 48 Hours: 8
Percent of FOCs Received Within 48 Hours: 50%

CUSTOMER	Customer PON	ASR TO BELL	FOC Received	Number of Business Days From ASR To FOC	Actual Migration Complete
Customer A	N004337	05/20/97	05/23/97	4	06/24/97
Customer B	N001764	05/09/97	05/16/97	6	07/02/97
Customer C	N005858	04/21/97	05/06/97	12	05/07/97
Customer D	N002002, A	05/19/97	05/23/97	5	06/05/97
Customer E	N003220	05/02/97	05/08/97	5	05/22/97
Customer F	N001033	04/18/97	05/06/97	13	06/19/97
Customer G	C001043	05/20/97	05/28/97	7	06/03/97
Customer H	N000374A	05/09/97	05/20/97	8	06/11/97

BellSouth FOC Problems June 1997

June 1997

FOC PROBLEMS (OVER 48 HOURS)

(FOC = Firm Order Confirmation)
(ASR = Access Service Request)
(PON = Purchase Order Number)

Total ASRs Submitted: 15
Total FOCs Received Within 48 Hours: 4
Percent of FOCs Received Within 48 Hours: 27%

CUSTOMER	Customer PON	ASR TO BELL	FOC Received	Number of Business Days From ASR To FOC	Actual Migration Complete
Customer A	barr.ds1	06/24/97	06/26/97	3	06/01/97
Customer B	N002661	05/23/97	06/02/97	6	06/20/97
Customer C	centralst.ds0	06/17/97	06/27/97	9	07/03/97
Customer D	N005750	05/30/97	06/04/97	4	06/12/97
Customer E	N005052	06/05/97	06/09/97	3	06/21/97
Customer F	N007900B	06/05/97	06/11/97	5	07/16/97
Customer G	lakehi.ds0	06/17/97	06/23/97	4	07/12/97
Customer H	N007900A	06/05/97	06/11/97	5	07/16/97
Customer I	story.ds0	06/05/97	06/11/97	5	07/15/97
Customer J	N009146	06/11/97	06/25/97	11	06/19/97
Customer K	C00914546	06/11/97	06/20/97	11	06/27/97

BellSouth FOC Problems July 1997

July 1997

FOC PROBLEMS (OVER 48 HOURS)

(FOC = Firm Order Confirmation)
(ASR = Access Service Request)
(PON = Purchase Order Number)

Total ASRs Submitted: 10
Total FOCs Received Within 48 Hours: 5
Percent of FOCs Received Within 48 Hours: 60%

CUSTOMER	Customer PON	ASR TO BELL	FOC Received	Number of Business Days From ASR To FOC	Actual Migration Complete
Customer A	invest.br	06/30/97	07/02/97	3	07/09/97
Customer B	invest.did & .ds	6/30SUP	07/02/97	3	07/29/97
Customer C	N004821	06/26/97	07/01/97	4	07/11/97
Customer D	N006863	06/26/97	07/01/97	4	08/04/97

Page 4 of 8
 EXHIBIT "H"

BellSouth FOC Problems
August 1997

August 1997

FOC PROBLEMS (OVER 48 HOURS)

(FOC = Firm Order Confirmation)
(ASR = Access Service Request)
(PON = Purchase Order Number)

Total ASRs Submitted: 13
Total FOCs Received Within 48 Hours: 7
Percent of FOCs Received Within 48 Hours: 54%

CUSTOMER	Customer PON	ASR TO BELL	FOC Received	Number of Business Days From ASR To FOC	Actual Migration Complete
Customer A	N006420	08/19/97	08/22/97	4	09/04/97
Customer B	002279.DS	07/24/97	08/01/97	7	07/30/97
Customer C	Davis. Tie	08/26/97	08/29/97	4	09/08/97
Customer D	N001011	08/19/97	08/25/97	9	08/27/97
Customer E	N008866	08/01/97	08/08/97	6	08/15/97
Customer F	orange.ds1	08/14/97	08/20/97	5	08/14/97

EXHIBIT "H"
Page 5 of 6

BellSouth FOC Problems September 1997

September 1997

FOC PROBLEMS (OVER 48 HOURS)

(FOC = Firm Order Confirmation)
(ASR = Access Service Request)
(PON = Purchase Order Number)

Total ASRs Submitted: 12
Total FOCs Received Within 48 Hours: 7
Percent of FOCs Received Within 48 Hours: 58%

^a This was a verbal FOC, paper not received.

^{*} BellSouth did not submit FOC due to their policy on Access orders. When BellSouth receives an order for access service instead of an unbundled loop, the order is worked through BellSouth's ICSC Department. The ICSC Department's policy is not return FOC, when the request is 0-4 prior to the migration date. Instead, they commit to the expedite processing the order the day the order is received and Sprint is to be notified 24 hours prior to the migration date of any facility problems.

If BellSouth receives an order for access service (which will be worked by their ICSC Department) 5 days or more prior to the migration date the ICSC Department will then issue an FOC. As detailed, in September's Facility Problems, BellSouth's system is flawed, as they failed in their commitment to notify Sprint 24 hours prior to migration of facility problems. Therefore, without receipt of an FOC when any ASR is submitted to BellSouth, Sprint cannot be guaranteed of facility availability prior to migration date.

CUSTOMER	Customer PON	ASR TO BELL	FOC Received	Number of Business Days From ASR To FOC	Actual Migration Complete
Customer A	Control.bri	09/15/97	09/18/97	3	09/26/97
Customer B	N001950	09/25/97	09/29/97	4	09/30/97
^a Customer C	NSIGT10	09/26/97	10/01/97	5	10/01/97
[*] Customer D	OTC.ds1	09/3/97	NO FOC	*Did not receive FOC	10/02/97
[*] Customer E	Access.ds1	09/12/97	No FOC	* Did not receive FOC	09/22/97

EXHIBIT “I”

BellSouth FACILITIES PROBLEMS

April 1997

(FOC = Firm Order Confirmation)

(ASR = Access Service Request)

(PON = Purchase Order Number)

Customer	Customer PON	ASR TO BELL	FOC Received	Number Of Business Days from ASR to FOC	Original CDD	Actual Migration Complete	Remarks
Customer A	N001895	04/04/97	04/10/97	5	04/11/97	05/12/97	<p>Customer A is a BellSouth customer who contracted with Sprint to provide two new ISDN-PR1 circuits. The order to BellSouth for the DS1s was delayed for facilities. A repeater was also required in the field, and BellSouth did not know who to bill for the repeater, whether they should bill the customer or Sprint. The customer's desired due date was missed by a month, causing the customer to lose business since they were not able to serve new customers.</p> <p>4/10/97, Linda Dunn, Sprint Business Consultant, called BellSouth to obtain the FOC. A verbal FOC was received and a copy of the FOC was faxed. During the conversation, Marie Lewis, BellSouth, advised Dunn that the order would be delayed until 4/18/97, because of facility problems</p>

Page 1 of 13

EXHIBIT "I"

Customer	Customer PON	ASR TO BELL	FDC Received	Number Of Business Days from ASR to FO	Original CDD	Actual Migration Complete	Remarks
Customer A (Continued)							o 4/18 - Dunn called BellSouth's ICSC to follow-up the order and was informed by the BellSouth representative that there was still a facility delay.
							o 4/21 - Dunn called BellSouth's ICSC to follow-up the order and was informed that there was no repeater in the field. Dunn was told that BellSouth did not know if the customer or Sprint would be responsible for paying for the repeater.
							o 4/23 - Dunn during conversation with Rick LaGrange, BellSouth Project Manager, who confirmed that the order looked OK and advised Dunn to contact BellSouth's ICSC group to check the order again.
							o 4/25/97 - Dunn called Linda McGrue, BellSouth to find out when the circuits would be ready. Dunn called McGrue on a Friday, after 4:30 p.m., McGrue returned the call to let Dunn know that the engineers were gone for the day and she would follow up on Monday.
							o 4/28/97 - McGrue called Dunn and advised her that the repeater was in and a BellSouth technician would be dispatched on 4/29 to install it.
							o 4/29/97 - The BellSouth technician installed the repeater, however, did not complete the circuit installation. Also, a smart jack was not installed.

Page 2 of 13

EXHIBIT "T"

Customer	Customer PON	ASR TO BELL	FOC Received	Number Of Business Days from ASR to FO	Original CDOL	Actual Migration Complete	Remarks
Customer A (Continued)							o Dunn called BellSouth's ICSC BellSouth's ICSC rep stated he was busy, but the repeater was installed. BellSouth's second and third level escalation process was involved at this point. Circuit installation was completed later in the day
							o 5/9/97 - Sprint tested the circuits and they passed the test. Dunn contacted the customer to advise that the testing passed and they were ready to turn up the trunks.
							o 5/12/97 - Migration of the customer was complete.
Customer B	N004310	04/14/97	04/18/97	5	04/29/97	06/25/97	o BellSouth facility problem. Facility problem was created by BellSouth's failure to increase capacity at the BellSouth Subscriber Line Unit (SLC) located in Sprint's central office. BellSouth was notified of this problem January 1997 but did not react until facilities depleted in April.

Page 3 of 13

EXHIBIT "L"

BellSouth FACILITIES PROBLEMS

May 1997

EXHIBIT 7
Page 4 of 13

(FOC = Firm Order Confirmation)
(ASR = Access Service Request)
(PON = Purchase Order Number)

Customer	Customer PON	ASR TO BELL	FOC Received	Number Of Business Days From ASR to FOC	Original CDD	Actual Migration Complete	Remarks	
Customer A	N005750	*4/18/97	06/02/97	4	05/06/97	06/12/97	o BellSouth notified Sprint facilities were not available.	
		*Supplemental ASR submitted on 4/29/97 changing due date to 6/12/97.						
							o Because of the facility problem the due date was changed to 6/16/97.	
							o The customer did not accept the due date change and the due date was changed to 6/12/97.	
							o Migration of the customer was completed on 6/12/97.	
Customer B	N000255	*4/18/97			04/29/97	05/06/97	o The BellSouth technician either did not terminate circuit at the demarcation or did not tag the circuit.	
		*Supplemental ASR submitted on 4/18/97 changing due date to 5/2/						Neither Sprint nor the customer could locate the circuit.

Customer	Customer PON	ASR TO BELL	FOC Received	Number Of Business Days From ASR to FOC	Original CDDD	Actual Migration Complete	Remarks
Customer B (Continued)							o On 5/4/97, BellSouth disconnected customer's Service. The disconnect should not have been worked until the scheduled migration date of 5/6. BellSouth restored customer's service.
							o On 5/5/97, Sprint discovered all of the customer's lines were not completely restored and the hunt group was not functioning. Sprint notified BellSouth of the problems. BellSouth corrected the problems which were caused by the early disconnect of the customer's service by BellSouth prior to the 5/6/97 migration date.
							o Customer migration was completed on 5/6/97.

BellSouth FACILITIES PROBLEMS June 1997

(FOC = Firm Order Confirmation)
(ASR = Access Service Request)
(PON = Purchase Order Number)

Customer	Customer PON	ASR TO BELL	FOC Received	Number Of Business Days From ASR to FOC	Original ODD	Actual Migration Complete	Remarks
Customer A	Part.DS01	6/20/97	06/27/97	6	06/20/97	07/10/97	6/26/97 - The original due date
	Part.DS03	**6/20/97	06/27/97	6	06/20/97	07/10/97	was changed to 7/7/97. The
							change in due date was caused
							when Sprint had to send
							BellSouth a Supplemental
							Center Facility Assignment (CFA)
							because Sprint's assignment on
							the original CFA was incorrect.
							Also, the due date was changed
							because BellSouth could not
							complete the engineering in
							time for the original due date.
							Sprint contacted customer
							- customer agreed to change

EXHIBIT 'T'
Page 6 of 13

Customer	Customer RON	ASR TO BELL	FOC Received	Number Of Business Days From ASR to FOC	Original EODD	Actual Migration Complete	Remarks
Customer A (Continued)							o 7/3/97 - Because of BellSouth's facility problem, the due date was changed again to 7/10/97
							o 7/8/97 - 8:00 a.m. - customer called Sprint to report their number was out-of-service, caller was receiving a "disconnected" recording. Sprint reported the problem to BellSouth's Unbundled Network Element (UNE) Center.
							o 7/8/97 - BellSouth disconnected customer prior to the scheduled migration date of 7/10/97. BellSouth restored the customer's service.
Customer B	Park_DS02	8/28/97	06/27/97	0	08/28/97	07/10/97	o 7/1/97 - Due to a BellSouth facility problem, due date was changed from 8/30/97 to 7/8/97
							*ASR was supplemented on 7/8/97 to change the due date to 7/10/97
							o 7/3/97 - Because of BellSouth's facility problem, the due date was changed again, to 7/10/97
							o 7/8/97 - BellSouth disconnected the Customer in error, this was done prior to the scheduled migration of 7/10. BellSouth reconnected the customer.

	ASR		Number Of	Actual			
Customer	Customer	TO	FOC	Business Days	Original	Migration	
	POB	BELL	Received	From ASR to FOC	CDD	Complete	Remarks
Customer C	Park D604	6/29/97	06/27/97	01/06/2000	06/30/97	07/10/97	7/3/97 - Because of a BellSouth facility problem the due date was changed to 7/10/97
							*ASR was supplemented on supplemented on 7/6/97 to change the due date to 7/10/97.
							7/6/97 - Customer disconnected early. Reported problem to BellSouth for resolving

BellSouth FACILITIES PROBLEMS

July 1997

(FOC = Firm Order Confirmation)

(ASR = Access Service Request)

(PON = Purchase Order Number)

Customer	Customer PON	ASR TO BELL	FOC Received	Number Of Business Days from ASR to FO	Original CDD	Actual Migration Complete	Remarks
Customer A	002279.DS	07/24/97	08/01/97	7	07/30/97	07/31/97	o 7/28/97 - BellSouth engineering was not complete and facilities were not ready.
							o 7/31/97 - FOC never received. Migration completed.
							o 8/1/97 - Received FOC.

BellSouth FACILITIES PROBLEMS

August 1997

(FOC = Firm Order Confirmation)
 (ASR = Access Service Request)
 (PON = Purchase Order Number)

Customer	Customer PON	ASR TO BELL	FOC Received	Number Of Business Days From ASR to FOC	Original CDD	Actual Migration Complet	Remarks
Customer A	N008867	08/06/97	08/07/97		08/11/97	08/12/97	o 8/6/97 - ASR to BellSouth.
							o 8/7/97 - FOC received from BellSouth.
							o 8/11/97 - BellSouth ready to test five lines, but not on two. BellSouth will continue to work on the lines.
							o BellSouth requested the due date changed in order to avoid jeopardy.
							o Customer migrated on 8/12/97
Customer B	N008866	08/01/97	08/18/97	01/17/00	08/12/97	08/15/97	o 8/1 /97 - ASR to BellSouth.
							o 8/4/97 - Sprint supplemented the ASR in order to add signaling.
							o 8/7/97 - No FOC

Customer	Customer PON	ASR TO BELL	FOC Received	Number Of Business Days From ASR to FOC	Original CDDO	Actual Migration Complet	Remarks
							o 8/8/97 - Sprint's Business Consultant called Diane Salters, BellSouth. Salters stated that the facilities were not available and new facilities would not be available until 8/4/97
							o Mildred Graham, Sprint Manager, spoke with BellSouth about the facility problem. A decision was made to change the due date to 8/13/97 because of the facility problem.
							o 8/12/97 - BellSouth contacted Sprint stating that they (BellSouth) were trying to meet the 8/13/97 due date, but most likely the migration would be completed by noon on 8/14/97.
							o 8/12/97 - BellSouth discovered a cable problem and notified Sprint, also a utility permit was required. Facility permits require a 48 hour notice, but an expedite would be requested. The due date was changed to 8/18/97 due to BellSouth's facility delay.
							o 8/13/97 - Received an FOC changing the due date to 8/18/97.
							o 8/15/97 - Customer migration completed

Page 11 of 13

EXHIBIT 7

BellSouth FACILITIES PROBLEMS September 1997

(FOC = Firm Order Confirmation)
 (ASR = Access Service Request)
 (PON = Purchase Order Number)

Customer	Customer PON	ASR TO BELL	FOC Receive	Number Of Business Days from ASR to FO	Original CDD	Actual Migration Complet	Remarks
Customer A	OTC.ds1	09/28/97			09/29/97	10/01/97	o An ASR was submitted to BellSouth on 9/26/97. This request was for a T1/access service.
							o BellSouth and Sprint participated in a conference call. BellSouth stated their policy regarding any access request which was sent through their ICSC Department, received 0-4 days prior to the migration date would not have an FOC issued, but BellSouth would commit to expediting and processing the order the day the order was received. Also, BellSouth committed to notification of Sprint 24 hours prior to the migration date of any facility problems or unavailability.

Page 12 of 13
EXHIBIT 7

Customer	Customer PON	ASR TO BELL	FOC Receive	Number Of Business Days from ASR to FO	Original CDD	Actual Migration Complet	Remarks
Customer A (Cont.)							o FOC was not received, because of BellSouth's policy on access orders.
							o 9/29/97 - BellSouth failed to notify Sprint of facility problems until the date of migration (9/29/97). BellSouth did not give an estimated date the facilities would be available.
							Sprint notified BellSouth several times prior to 9/29/97 to verify if facilities were available.
							Sprint was not notified of the facility problem until the day of migration.
							o BellSouth failed in their commitment to notify Sprint 24 hours prior to customer migration of facility problems.
							o The customer migrated on 10/1/97. This was two days after the original customer desired due date.

EXHIBIT “J”

EXHIBIT "J"

Page 1 of 2



Networks Group
Telecommunications Services Group

Local Market Integration
100 South Main Street, Suite 1100
Atlanta, GA 30303
Phone: 404.521.1100
Fax: 404.521.1101
http://www.localmarket.com

May 19, 1997

Ms. Carol Jarman
Director- Sprint Account Team
BellSouth Interconnection Services
Suite 440
Two Chase Corporate Drive
Birmingham, AL 35244

Dear Carol:

Thank you for your May 2 letter following up on the status of the "DACS-mapped integrated SLC" provisioning issue which has delayed the installation of several Sprint Metropolitan Networks (SMNI) customer orders. My response is for the purpose of providing clarification as to what the issue is and why its resolution is critical.

SMNI has placed unbundled loop service orders with BellSouth for several customers where the customer is currently provisioned by BellSouth utilizing a DACS-mapped integrated SLC—essentially a "pair gain" device employed by BellSouth to maximize facility utilization. In attempting to provision unbundled loops for SMNI, BellSouth discovered that its systems and procedures did not support re-use of the existing facilities. Further, BellSouth did not have additional facilities available to run up the unbundled loops ordered by SMNI. BellSouth then chose not to construct additional facilities in lieu of resolving the underlying systems and procedural issues in order to run up the unbundled loops for SMNI. The result is that of the three service orders referenced in my 4/18 letter, two SMNI service installations were significantly delayed. The third installation was completed without the use of the SLC.

We have been advised by BellSouth personnel that these installations were completed for testing purposes only and that no additional installations of this type will be completed until BellSouth's procedural issues have been resolved. Moreover, we have been told that DACS-mapped integrated SLC provisioning configurations are widely-deployed throughout BellSouth meaning that SMNI will likely continue to encounter customers whose provisioning raises the same issues.

EXHIBIT "J"

Page 2 of 2

Sprint appreciates BellSouth's desire to seek long term systems and process solutions for provisioning these services. However, our request is that future unbundled loop orders under this provisioning scenario be installed utilizing whatever interim procedures are necessary to complete the service order installations within mutually established intervals. This will enable BellSouth and Sprint to make progress toward our mutual goal of on-time service installations.

Carol, we would appreciate BellSouth's response to the request outlined above by Friday, May 30. Thanks again for your update, and I look forward to your response.

Sincerely,



Melissa L. Cloz
Director - Local Market Development

cc. George F. ad- Sprint
Richard Warner- Sprint
Joe Baker- BellSouth

EXHIBIT “K”

EXHIBIT "K"

Page 1 of 4
AFFIDAVIT

STATE OF FLORIDA)
)
COUNTY OF ORANGE)

I, Julia Downs, based on information and belief, state and allege the following:

I am the Director of Human Resources and Administration for WMFE, Channel 24, the public television station for Orlando, and 90.7 on the FM dial, the public radio station. WMFE has 12 PBX trunk lines and 32 "B1" business lines, including one fifteen line rotary group, one three line rotary group and 14 private lines. During the summer of 1996 we were approached by Sprint Metropolitan about the possibility of switching our local telephone service from Southern Bell. We made the decision to switch because of the substantial savings we could receive by switching to SMNI. We also believed that switching from Southern Bell to SMNI would be transparent to us at WMFE and to those calling WMFE.

Our original cutover date from Southern Bell was scheduled for October 17, 1996. I was scheduled to be out of town October 18, so I requested that we postpone the cutover in case there were any problems. The rescheduled cutover date was November 7, 1996, however, for some unknown reason BellSouth disconnected all service to WMFE during the early morning hours on October 22, 1997. It took three days to get service restored to WMFE with the work being completed one day before the commencement of our radio membership drive, which is totally dependent on telephone calls to generate revenue.

During the rescheduled cutover only 13 of the lines could be cutover because of technical problems on BellSouth's end. This resulted in a second cutover date of November 13, 1996. On that date BellSouth had a service technician and a supervisor on site to assist with the cutover. Both were professional and efficient in working with me and with SMNI, and we were able to cutover the remaining 30 lines.

In addition our telephone number was temporarily eliminated from BellSouth's directory assistance. We discovered this quite accidentally, when a caller pointed this out to us.

There were times when I thought maybe we should go back to BellSouth, but I just don't want to reward them for what I believe to be unexplained and inexcusable behavior. It's a matter of principle.

Attached to my affidavit is a memo I wrote to our President, Steve Steck, when I was asked to explain the problems we had been having with our telephone system. I also have attached a letter he wrote to Thomas Hunt, of BellSouth concerning the problems we experienced.

Further affiant sayeth naught.

Julia Downs
Julia Downs

Subscribed and sworn before me this 1 day of October, 1997.

Susan Akomer
Notary Public

My Commission Expires on 7/12/2001



Susan J. Akomer
MY COMMISSION # C0834-20 EXPIRES
July 12, 2001
BONDED THROUGH THE FAIR PLAN ASSOCIATION

EXHIBIT 'K'

Page 2 of 4



WMFE TV/FM
11510 E. COLONIAL DRIVE
ORLANDO, FLORIDA 32817-4699
(407) 273-2300

Mr. Thomas E. Hunt
Regional Director
BellSouth
500 North Orange Avenue, Ste 568
Orlando, Florida 32801

Dear Tom:

December 3, 1996

Recently we experienced some exasperating moments with BellSouth. I thought you ought to know about it.

I have enclosed a copy of a memorandum from WMFE's Director of Administration, Julia Downs. She itemizes the difficulties she and WMFE experienced with BellSouth.

Surely, the instances she describes are not behaviors or procedures you condone. After your reflection on her comments, I would appreciate your thoughtful response.

By the way, before we switched from BellSouth to Sprint, we asked if BellSouth would care to negotiate in some manner to keep our business. BellSouth declined.

Best Holiday Wishes,

A handwritten signature in cursive that reads 'Steve'.

Stephen McKenney Steck
President and Chief Executive Officer

ENC: 10
(407) 273-2300
Enclosure

c: Julia Downs

EXHIBIT K

Page 3 of 4



MEMORANDUM

TO: Steve Steck
FROM: Julia Downs *JD*
SUBJECT: Telephone Service
DATE: November 22, 1996

This memo is in response to your questions and concerns about our telephone service.

As you know, we recently elected to change from Bell South to Sprint Metropolitan as the provider of our local network service. We made this decision based on the substantial savings to WMFE (approximately \$8,000 annually), and because the change would be transparent to us here at WMFE and to those calling WMFE. However, several things have happened that made that change *painfully* obvious.

First, the cutover was tentatively scheduled for October 17. Because I was going to be out of town beginning October 18, we decided to postpone the cutover, just in case there were any problems. Bell South was notified of this postponement. However, for some reason unknown to anyone, Bell South disconnected all service to WMFE during the early morning hours of October 22. It took three days to get service totally restored to WMFE, the work being completed just one day before the start of our Radio Membership Drive, which is totally dependent on telephone calls to generate revenue.

Second, our cutover was scheduled for November 7. Of the 43 lines that needed to be cutover, they could only complete 13 of them because of technical problems on Bell South's end. This caused us to have to schedule another cutover date on November 13. On that date, Bell South had a service technician and supervisor on site to assist with the cutover. They were both professional and efficient in working with me and Sprint United, and the remaining 30 lines were cutover at that time.

Third, Bell South terminated all of WMFE's long distance calling cards. We did not request that and it should not have been a part of the service disconnection. You, of course, were stranded out of town without a long distance calling card.

EXHIBIT "K"

Page 4 of 4

Memorandum to Stephen McKenney Steck
November 21, 1996
Page 2

And **fourth**, our telephone number was temporarily eliminated from Bell South's directory assistance, which was an error on their part. We discovered this when a caller pointed it out to us.

I would like to point out that while this is a new process for the telephone companies; in my opinion there were too many unexplainable accidents on Bell South's part.

I hope this gives you a good synopsis of the problems we encountered during this process. Please let me know if you have any additional questions.

jd

EXHIBIT “L”

EXHIBIT "L"

Page 1 of 5



George V. Head
Vice President
Local Market Integration
7301 College Blvd.
Overland Park KS 66210
KSOPKV0104
Phone: 913-534-6102
Fax: 913-534-6237

June 18, 1997

Mr. Joseph M. Baker
Vice President - Sales
BellSouth Telecommunications, Inc.
Interconnection Services
675 West Peachtree Street, N. E.
Suite 443
Atlanta, Georgia 30375

Dear Joe:

I am writing to again express serious concern regarding recent service problems in Orlando, Florida, and to request BellSouth's review and analysis of the situation in our meeting in Birmingham on June 24th. As you know, our teams have met many times to discuss service related difficulties being encountered by Sprint Metropolitan Networks, Inc. (SMNI), and yet they continue to occur.

During a three week period from May 19 to June 6, 1997, SMNI's customers encountered three significant service interruptions related to receiving calls through the BellSouth network. In each case, Sprint's customers could receive calls directly to their Sprint numbers but calls being call-forwarded through the BellSouth network could not be completed.

In the first occurrence, an "all circuits busy" condition was created on Monday morning, May 19, when interoffice traffic was reversed in error by Bell South in conjunction with trunk additions BellSouth was installing. Customers were impacted for 3 hours and over 20 trouble tickets were received

EXHIBIT "L"

Page 2 of 6

The second incident, on May 30, revealed a translations problem in a BellSouth local switch whereby calls processed via the primary route were completed but the secondary route returned "no longer in service" or "can't be completed as dialed" messages. This service problem occurred for at least seven hours before it could be isolated and resolved by BellSouth.

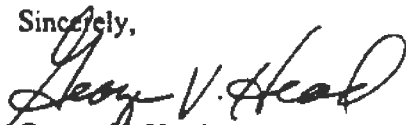
Most recently, on June 6, a simulated facilities group was removed from translations in error by BellSouth, again resulting in calls to SMNI customers being blocked for over two hours.

Attached for your review are the outage reports provided to Sprint by your account team after the first and third event. Each describes "human error" occurring in the translations support team. The second event, for which Sprint did not request a written report, occurred on May 31, 1997 and was also attributed to a translations error.

These errors by BellSouth have resulted in service deficiencies that have damaged Sprint's relationships with its end user customers and are impeding Sprint's ability to establish itself as a local service competitor in Central Florida. Even more disturbing is that these events occurred during a timeframe within which Sprint had requested, and BellSouth had agreed, to provide measurable and specific improvements in the service it provides to SMNI.

I look forward to seeing you and the BellSouth team on the 24th in Birmingham. I trust that BellSouth will have identified the irreversible corrective action on its translations process.

Sincerely,



George V. Head

cc: Melissa Closz - Sprint
Carol Jarman - Bell South

EXHIBIT "L"



Page 3 of 5

BellSouth Interconnection Services

Memorandum

Date May 21, 1997
To Linda McGree
 Jerry Johnson
From Gretchen Wilson
Telephone Number 205 988-1879
Fax Number 205 988-7003
Subject Sprint Metro Net routing problems

Linda

Per your request, following are details relative to the traffic overflow problem in Orlando --

The problem occurred during the provisioning of the new IT groups. The routing in the Colonial Main and Tandem office was reversed on the turn up of the new group. The traffic was rerouted through the tandem and most of the overflows cleared. We had several conversations with Steve(Sprint Metro Net) to verify he was seeing the traffic. He indicated that he was still seeing some overflows. The ACAC verified all of Sprint Metro Net's NNs in the nine offices where we established direct trunk groups. We found overflow routing problems in 4 offices. The ACAC obtained copies of the routing requests and proceeded to get the traffic rerouted one office at a time, to insure that we did not cause Sprint Metro Net any additional problems.

To keep this same problem from reoccurring a copy of the routing request will be sent to the project manager to be included in the package for switched access. A copy of this same routing request will be provided to the switched access supervisor to be retained for the maintenance group. Switched access will verify the routing upon turn-up of any new IT group.

EXHIBIT "L"

-2-

Page 4 of 5

The SFG was successfully restored at approximately 6:15 PM EDT and the blocking of the existing Sprint Metro customers was cleared at that time.

Because the SFG had been removed, the original project for Mid Florida Pools had to be rebuilt and flowed back through the switch. This was accomplished by 7:00 PM EDT.

The following steps are being taken to guard against a recurrence of the problem discussed above:

1. Prepare and send a memo to NISC /RCMAG Directors by Friday, June 13th, to contain
 - A. Account of the CLEC trunk outage in the Orlando Magnolia Central Office which occurred on June 6, 1997.
 - B. Require mandatory coverage for all CTG electronic technicians on Translation Bulletin No. 97-TB-46, issued May 23, 1997 and provide positive report to staff by June 20, 1997.
2. Re-transmit the Translation Bulletin 97-TB-46 to all NISC personnel by Friday, June 13th.
3. On June 11th, 1997, a second SFG was built in the IAESS switch in the Orlando Magnolia Central Office to establish a hunt group arrangement that will provide "overflow" for CLEC trunk access.
4. Develop and deliver a package for quick restoral of the SFG in case of future outage to the RCMAG by June 20th, 1997.

We trust that the above information satisfies your request regarding the outage in the Orlando Magnolia Central Office. If you should have additional questions or concerns surrounding the outage, please let me know.



cc Joe Baker
Richard Warner

EXHIBIT "L"

Page 5 of 5

© BELLSOUTH

BellSouth Interconnection Services Fax 205 988-1888
Suite 408 205 988-1780
Two Chase Corporate Drive
Birmingham, Alabama 35202

Carol B. Jordan
Sales Assistant Vice President
Sprint Account Team

June 12, 1997

Melissa Cloze
Director
Local Market Development
Sprint
151 Southhall Lane #400B
Maitland, Florida 32571

Subject: Sprint Metro Outage In Orlando Magnolia IAESS

Dear Melissa:

This letter is to provide the details of the service outage to Sprint Metro in the Orlando Magnolia IAESS office and to outline the steps BellSouth has taken to guard against a recurrence.

On June 4, 1997, BellSouth Project Manager Daryl Ducote received a call from Lon Doherty with Sprint Metro. Lon requested that two telephone numbers be added to a service order providing Remote Call Forwarding (RCF). This could not be done because the service order had been issued to complete on June 3. The Local Carrier Service Center (LCSC) did accept, however, a verbal request from Sprint Metro to place an order for RCF on the two lines. A new (N) service order (NY8FFPY5) was issued on June 6, 1997 at 1:26 PM. This N order was issued to remote call forward telephone numbers 407-481-2376 and 404-843-4817 to 407-206-2106 and 404-206-2105 respectively.

After the N service order was issued, the Service Representative realized that a change (C) service order should have been issued instead. She then canceled the N service order and issued a C service order. The C service order, (CY93T5D1), was issued to provide RCF for these lines. When the canceled N service order was received by the Recent Change Memory Assistance Group (RCMAG), the Line Translation Specialist (LTS) removed the numbers from the translations as well as the associated Simulated Facilities Group (SFG). Removal of the SFG resulted in the blocking of all incoming traffic for Sprint Metro from the RCF numbers in the Orlando Magnolia IAESS switch.

A trouble report was received at 5:00 PM EDT from Sprint Metro. The Electronic Technician (ET) at the Unbundled Network Element Center (UNEC) called RCMAG to rebuild the SFG.

EXHIBIT “M”

EXHIBIT "M"

Page 1 of 1

BELLSOUTH

BellSouth Telecommunications, Inc. 404 877-7148
Suite 4423 For 404 533-4245
575 West Peachtree Street, N.E.
Atlanta, Georgia 30375

Joseph M. Baker
Vice President - Sales
Interconnection Services

July 1, 1997

Mr. John Cascio
Vice President
Sprint
555 Lake Border Drive
Apopka, Florida 32703

Dear John:

On behalf of BellSouth, I would like to apologize for the recent service interruption experienced by Sprint and its local exchange customers. We value our relationship with Sprint as one of BellSouth's largest wholesale customers, and it is always our intention to provide you with service that meets your standard for customer satisfaction.

This service interruption, which occurred at 5:21pm EDT on June 24, 1997 in BellSouth's Magnolia Central Office, was caused by a work error in our RCMAG (Recent Change Memory Assignment Group), the group responsible for handling translation software. As you know, BellSouth has put into place action plans to help prevent the error from happening again. These plans include short term measures such as the requirement for supervisory approval in these situations. We are also investigating with our vendors long term measures that include enhancing the software involved. Additionally, we have made changes to our methods and procedures to reduce the likelihood of these outages.

Again, BellSouth regrets any inconvenience this service interruption caused Sprint and its customers. We are committed to work cooperatively with Sprint throughout the nine state region to provide the level of service expected by you and your customers.

Yours truly,


J. M. Baker

Copy: George Head, Vice President - National Market Integration, Sprint
Carol Jarman, Sales Assistant Vice President - Sprint, BST
Krista Tillman, Vice President - Operations, BST

EXHIBIT “N”

EXHIBIT "N"

Page 1 of 2



BellSouth Interconnection Services
Suite 400
Two Chase Corporate Drive
Birmingham, Alabama 35244

Fax 205 291-1000
205 291-1700

Carol B. Jordan
Sales Assistant Vice President
Sprint Account Team

July 8, 1997

Ms. Melissa Cloz
Director - Local Market Development
Sprint
151 Southhall Lane Suite 400B
Maitland, FL 32751

Dear Melissa:

I would like to follow up and provide you with a more detailed description of the events that led to the outage in the Magnolia office on June 24. The situation originated when Magna Computer called BellSouth's Small Business Services Center on June 20 to convert their service from SMNI back to BellSouth. A BellSouth representative in that office issued a disconnect (D) and new (N) order to initiate that process.

Due to that disconnect order, the office equipment for Magna Computer's telephone number was reassigned to another customer when a subsequent order flowed through our systems. When that order was processed, the service for Magna Computer as well as the entire Simulated Facility Group (SFG) was manually deleted from the switch in error. This prevented all of the customers that utilized Service Provider Number Portability (SPNP) in the Orlando Magnolia LAESS Central Office from receiving incoming calls.

The duration of the outage was approximately 2.5 hours, and our time to repair after the trouble was reported to the UNE center was approximately one hour. The SFG was reprogrammed and the service re-established at 7:40 P.M.

EXHIBIT "N"

Page 2 of 2

Ms. Melissa Clora

Page 2

July 7, 1997

The following guidelines have been implemented to prevent future removal of SFGs in error:

1. Small Business Specialists have been retrained on the proper guidelines to use when issuing future orders.
2. On June 25, 1997, all employees in our Recent Change Memory Administration Group (RCMAG) were re-covered regarding the issues that encompass SFG usage for CLEC services in IAESS offices.
3. Effective immediately, all SFG removals must require written approval from a translations supervisor. Additionally, our staff is currently working with Lucent Technologies to provide a permanent solution which will prevent SFG removal without complex translations involvement and we will status you on that as soon as possible.

In addition to these measures, plans are also underway to reserve SFG numbers 1 through 9 exclusively for the CLFC community. We will notify you in advance of our plans to migrate SMNI to a specific SFG and will again cover our employees regarding our policy not to disconnect that range of SFGs in general and SMNI's in particular.

Let me reiterate that BellSouth regrets any inconvenience this service interruption caused. Further, we are working diligently to identify and implement corrective actions that involve not only our translations processes, but all service issues that ultimately affect Sprint and its end users customers as well.

Sincerely,



EXHIBIT “O”

EXHIBIT "O"

Page 1 of 2

AFFIDAVIT

STATE OF FLORIDA)
)
COUNTY OF ORANGE)

I, Bill Pickering based on information and belief, state and allege the following:

I am the President of First Summit Financial Group and National Sales Director for Jefferson-Pilot Life Insurance Company. Our offices are located at 800 North Magnolia Avenue, Suite 1310, Orlando, Florida. My company has 10 rotary lines, one fax line and one modem line. Telephone service is absolutely critical to my business. Every day we receive approximately 125 incoming calls and make about 80 outgoing calls.

In July 1996, my company was approached about switching its local telephone service from Southern Bell to Sprint. For a number of years our office was located in Maitland, Florida and we had been customers of United Telephone and had received good service from United. When they approached us about providing service in our current offices in downtown Orlando, I decided to try the Sprint service, although it was with some reluctance. Usually, if I am receiving good service, I am not inclined to change. The incentive here was if we changed, we could save \$150 per month. That's \$1800 per year. That's a significant reduction in overhead.

There were many delays in getting the service hooked up. I kept asking, "When is this change to Sprint going to happen?" It finally occurred in December 1996. Not too long after we made the switch we had a half day with no phone service. Of course, it was Murphy's Law. It was a very busy day and we got lots of complaints from agents and policy holders. We could call out, but no one could call in. You don't want your customers to think you're out playing golf. I told Marty Varsubsky, my associate, that we should go back to Southern Bell because when we were with Southern Bell we never had these problems. We just cannot afford to be out of service. Our Sprint sales rep, Danny Adams faxed over something from Southern Bell saying it was their fault, but I didn't really care whose fault it was. I just can't afford to be without phone service.

Danny Adams talked Marty into giving Sprint one more chance and we decided to hang in there, but after another outage I decided enough was enough. This one lasted two to three hours. I made the decision that we were going back to Southern Bell. We made the decision on Thursday and the changeover was to take place the following Monday.

That Monday, I left to go to the bank about 11:30 a.m. I called in to the office on my mobile phone and it rang 20-30 times. I finally called Turner Construction next door to have them go to our office to tell them our telephones were out. When I got back to the office, I could call out, but no one could call in. I called Southern Bell, and they said they would try to locate the technician who had done the work, because he was close by and could come back

EXHIBIT "O"

Page 2 of 2

to fix our problem. The technician never showed, so I called again and they said they would try to page him. When I called the next time, they said they didn't know why the technician was unreachable. So I said, "I want to talk with his supervisor."

In the meantime, I also talked to Danny Adams at Sprint. He said all the Southern Bell technician had to do was to flip a switch so we could get incoming calls. Danny kept saying that we could figure out who to blame later, but in the meantime, the important thing was to enable us to receive incoming calls. I called every Southern Bell service number I could get a hold of. I talked to people in Jacksonville, Miami and Atlanta. I told them to do what Danny Adams suggested, but they would not do it. They were too busy blaming Sprint. Southern Bell had admitted that they had written the service order incorrectly, however, they still insisted the entire problem was Sprint's fault and they (Southern Bell) had done nothing incorrectly. Since Southern Bell would not flip the switch, I asked them if they could put a recording on the line that indicated there was "trouble on the line." Southern Bell said no, they would not put a recording on the line because again, it was all Sprint's fault. When I finally spoke with the supervisor at 5:30 p.m., he said we had caused the problem because the number we wanted was not our number and it had not been "aged long enough." I asked how this could be...our telephone number has been the same ever since we moved downtown more than two years ago. The supervisor also said they were new at the business of "reselling."

This was still going on at 5:30 p.m. By that time I was very angry and was actually somewhat rude and profane. But I was fed up with everyone lying and blaming someone else. I threatened to call one of the local TV stations and report this to their consumer action line.

A few days later I received a visit from a guy from Southern Bell who flew down from Atlanta. He'd been with the company 35 years. He said Southern Bell had made mistakes and apologized, because this had been handled improperly at every step of the way. He told me this would be a case study for Southern Bell and told me he was prepared to offer me six months of free service...that's about worth about \$4,000 to me.

I'm not happy with Southern Bell, but as far as I am concerned they're the only game in town. I had no problems with Sprint except for the power outages, but I never had blackouts with Southern Bell, so that is why I went back. I just can't afford to be out of service.

Further affiant sayeth naught.

Bill Pickering

Bill Pickering

Subscribed and sworn before me this 8th day of October, 1997.

Louise C Blair

Notary Public

My Commission Expires on 6/16/2001



LOUISE C. BLAIR
My Comm Exp. 6/16/2001
Rendert By Service this
No. CC656020
 Personally Known Other ID

EXHIBIT “P”

EXHIBIT "P"

**Page 1 of 1
AFFIDAVIT**

STATE OF FLORIDA)
)
COUNTY OF ORANGE)

I, Sean Lancy, based on information and belief, state and allege the following:


I am the club manager of the Citrus Club, which is a dining establishment located on the 18th floor of the Republic building in downtown Orlando. It is a membership dining facility patronized by the Orlando business community. We have very little "walk in traffic." Most of our business is by reservation. In addition we have a significant catering and private party business. We have 16 voice and two data lines. Our decision to switch from Southern Bell to SMNI was based on economics. The SMNI proposal was going to save us \$1,000 per year.

We switched to SMNI service in December 1996. The installation was very hairy. The Sprint crew was scheduled to come in on Saturday. That Friday at 4:00 p.m. the entire phone system went away. It completely disappeared. It finally came back at 8:00 p.m. Southern Bell had turned off everything a day early. We could not call out and customers who tried to call in got a recording that said, "This number has been disconnected." This was devastating to our business because Friday nights are a busy time for us and our customers could not call in for dinner reservations. It took until mid week to completely restore service.

Since then the exact same scenario has happened twice. With these two occurrences incoming callers would get an unending ring...as if you weren't answering your telephone. I know that both of these incidents were caused by problems at the Southern Bell location. The most recent incident was in July and the previous incident occurred in June. The July incident began the night before. I tried to dial out on the main line. I would attempt to dial out and then would put the line on hold to access the next line. We were down until lunchtime with both of these incidents. That is devastating to our business because our members cannot get through to call for reservations.

I've thought it might be easier to switch back. I'm frustrated. It seems that the people you pay your bill to should be accountable for the service you receive. It's frustrating because we are not paying our bill to Southern Bell and yet when they are the root cause of the problems, there is no sense of urgency with them to get it corrected because we don't pay them.

Further affiant sayeth naught.


Sean Lancy

Subscribed and sworn before me this 1st day of October, 1997


Notary Public

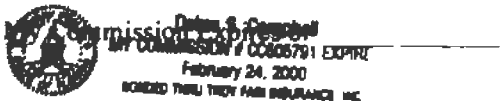


EXHIBIT “Q”

EXHIBIT "Q"

Page 1 of 2
AFFIDAVIT

STATE OF FLORIDA)
)
COUNTY OF ORANGE)

File No. _____
Orders
 Sprint O.P.
Corr.
Plead
Disc.
Test.
Brief
Other

DATE RECEIVED
OCT 7 '97

I, Rocky Santomissino, based on information and belief, state and allege the following:

I am the vice president and secretary-treasurer of J. Rolfe Davis Insurance, with principal offices located at 11 South Bumby Avenue, Orlando, Florida. We are a large independent insurance agency located in downtown Orlando. We had been using Vista-United (Disney) for our telephone equipment maintenance and had been happy with the service they provided. In addition, United had been our local telephone service provider in our Longwood office and we'd always been happy with them, so it seemed natural to switch to someone we knew, with whom we'd had a previous good business relationship. Our telephone service consists of a total of 43 lines; 18 business (B1) lines, 20 flat-rate combination P1 trunks in three rotary groups, five Direct Inward Dial ("DID") PBX trunks and 20 DID numbers. Our decision to switch to SMNI was purely economic. We are bottom line oriented, and with SMNI's proposal we were going to save \$1,000 per month or \$12,000 per year.

We began talking to SMNI in February of this year. The actual switch to SMNI took about 90 days to occur. As I look back in my planner, I note an entry on March 12 and see an entry "Sprint switchover?" The switchover began on Saturday, March 15 and was completed on Saturday, March 29, 1997. However, on Monday, April 1, when our main number, 896-0550 was dialed, our customers heard a BellSouth recording stating, "This number has been disconnected." We have 7,000 clients and receive 700-800 calls a day. Clearly this type of recording is totally unacceptable. In addition, some of the lines were completely dead or had a constant busy signal. We continued to experience a lot of problems throughout the month of April.

In August we had another bad experience when we tried to set up a satellite office. We had acquired another agency of 11 people and needed to move staff out of their existing offices to a new location several blocks south of our main office, before we could bring the acquired employees into the main office. We signed the contract for telephone services in late July, and we wanted the new facility up and running by September 1. I didn't want the employees associated with the move to relocate until the telephone service was up and working. The phone service was scheduled to go in on August 21. On August 21, the day before the cutover was to occur, a BellSouth employee either mailed or delivered schematic drawings to the office manager at the satellite office indicating BellSouth's cable facilities at the new location would not support the services requested. I was very displeased. The office manager had nothing to do with the telephone decisions. And it's my understanding that BellSouth should have been dealing

EXHIBIT 'Q'

Page 2 of 2

directly with SMNI, not us and certainly not with an office manager who had nothing to do with the telephone service. The installation of telephone services at the new location was completed the week of September 1, 1997. We continued to have numerous problems with the DID lines, tie lines, etc. for almost two weeks after the installation date.

Finally on September 5, SMNI was supposed to contact BellSouth to have them forward calls on both the main line, 894-7024, and the fax line, 894-7027, from the acquired agency to J. Rolfe Davis' offices effective at 5:00 p.m. on Friday, September 12. BellSouth disconnected the lines at 5:00 a.m., not 5:00 p.m., as we had requested. The calls to the fax line were not forwarded all weekend, because I kept checking and I would get a recording, "The number you are calling may not be connected."

I'm not mad at Sprint. I think we are the victims of circumstance. I personally am a fanatic for organization and detail. I pride myself on doing things flawlessly. The decision to switch local telephone companies has cost me credibility within my company because of all of the problems we have experienced. I've had to deal with numerous client complaints, employee concerns and complaints, and the unhappiness and frustrations of our board of directors, including our president. Due to these numerous problems, my position these last seven months has been pure hell. Based on my experience, the only way I would switch again is if it could happen quickly and painlessly. I am convinced that BellSouth is trying to sabotage SMNI's efforts to enter its markets. However, as a customer I am caught in the crossfire.

Further affiant sayeth naught.


Rocky Santomassino

Subscribed and sworn before me this 2nd day of October, 1997.


Notary Public



CYNTHIA L. HOLT
My Commission CC400000
Expires Sep 08 1999

My appointment expires on 9-6-99.

EXHIBIT “R”

EXHIBIT "R"

Page 1 of 1
AFFIDAVIT

File No. _____

Orders	<input type="checkbox"/>	
	Sprint	O.P.
Corr.	<input type="checkbox"/>	<input type="checkbox"/>
Plead	<input type="checkbox"/>	<input type="checkbox"/>
Disc.	<input type="checkbox"/>	<input type="checkbox"/>
Test	<input type="checkbox"/>	<input type="checkbox"/>
Jrief	<input type="checkbox"/>	<input type="checkbox"/>
Other	<input type="checkbox"/>	<input type="checkbox"/>

DATE RECEIVED

STATE OF FLORIDA)
)
 COUNTY OF ORANGE)

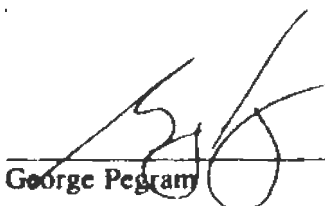
I, George Pegram, based on information and belief, state and allege the following: **OCT 7 '97**

I am the general manager for the Collegiate Village Inn, located at 11850 University Boulevard, Orlando, Florida. The Collegiate Village Inn is a private dormitory facility located west of the University of Central Florida campus. We have 307 rooms with two students in each room.

I was first approached by Danny Adams of SMNI in February about switching my local telephone service from BellSouth to SMNI. I was eager to do so. We are the only dormitory in the state that is paying the hotel rate of 0.12 - 0.15 cents per call for calls above the monthly maximum, which we routinely exceed. SMNI offered us a flat rate, which is what we've wanted for years.

The switch to SMNI was originally scheduled during spring break in March of this year. The switch was delayed several times due to problems with the engineering. SMNI stated their engineering was complete, however, BellSouth couldn't get their act together. I even got so fed up I called the Florida Public Service Commission to complain. The switch finally happened in mid-May.

Further affiant sayeth naught.

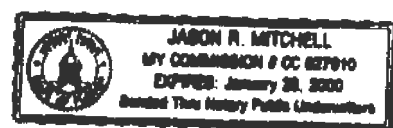


 George Pegram

Subscribed and sworn before me this 6th day of October, 1997.



 Notary Public

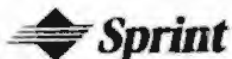


My appointment expires on 1/28/2000

EXHIBIT “S”

EXHIBIT "S"

Page 1 of 2



Jerry M. Johns
Vice President Law &
External Relations

Southern Operations
Box 165000
Altamonte Springs, Florida 32716-5000
Voice 407 889 6016
Fax 407 889 1211

September 30, 1997

Mr. Tommy Williams
Division of Communications
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399

File No. _____
Orders <input type="checkbox"/>
Sprint <input type="checkbox"/>
O.P. <input type="checkbox"/>
Corr. <input type="checkbox"/>
Plead. <input type="checkbox"/>
Disc. <input type="checkbox"/>
Test. <input type="checkbox"/>
Brief <input type="checkbox"/>
Other <input type="checkbox"/>

DATE RECEIVED

OCT 3 '97

Re: Transfer of Certificate No. 4390 Held by Sprint Metropolitan Networks, Inc., to Sprint Communications Company L.P.

Dear Mr. Williams:

Sprint Metropolitan Networks, Incorporated ("SMNI") requests that the Florida Public Service Commission approve the transfer of Alternative Local Exchange Company ("ALEC") Certificate No. 4390 to Sprint Communications Company L.P. ("Sprint"). Sprint currently holds ALEC Certificate No. 4732. SMNI and Sprint intend to consolidate Sprint Corporation's provision of ALEC operations in Florida and to operate under the Sprint name. Immediately following the effective date of the transfer and Sprint's assumption of SMNI's operations, Certificate No. 4390 may be canceled. Continuing service to SMNI's customers will be provided under Sprint's Certificate No. 4732.

Management has determined that these affiliated ALEC operations can be more effectively and efficiently carried out under one name and by a consolidated organization. Such consolidation will result in a more effective competitive provision of ALEC services which will thereby serve the public interest. Furthermore, provision of ALEC service by affiliates under one name will assist the Commission in gauging the true number of competitive providers of ALEC service.

Sprint commits that all obligations of SMNI to its customers will continue to be honored. Sprint will maintain one price list with the commission for the merged entity. None of the prices charged to current SMNI customers will be changed because of the transfer.

EXHIBIT "S"

Mr. Tommy Williams
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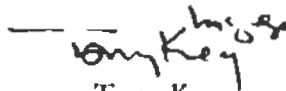
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SMNI and Sprint understand that pursuant to Rule 25-25.815 (5), I.A.C., this letter notification becomes effective upon filing. Should you have any question, please do not hesitate to contact Charles Rehwinkel at (850) 847-0244.

Respectfully submitted,



Jerry M. Johns
On behalf of Sprint Metropolitan
Networks, Inc.



Tony Key
On behalf of Sprint Communications
Company L.P.