

1 BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

2 DOCKET NO. ~~071214-TR~~

3 DIRECT TESTIMONY OF RICHARD A. WARNER

4 SPRINT COMMUNICATIONS COMPANY LIMITED PARTNERSHIP

5 January 16, 1998

6
7 Q. PLEASE STATE YOUR NAME AND ADDRESS

8
9 A. My name is Richard A. Warner. My business address is 151 Southall Lane,
10 Maitland, Florida 32751

11
12 Q. BY WHOM ARE YOU EMPLOYED AND IN WHAT CAPACITY?

13
14 A. I am employed by Sprint Communications Company Limited Partnership.
15 ("Sprint") as Director-Operations.

16
17 Q. PLEASE DESCRIBE YOUR EDUCATIONAL BACKGROUND AND
18 WORK EXPERIENCE.

19
20 A. I have a Bachelor of Business Administration degree from the University of
21 Central Florida in Orlando, Florida. I have been employed by Sprint for
22 over 24 years and have been in my current position since October, 1997. I
23 began my telecommunications career in 1973 with Florida Telephone
24 Corporation ("Sprint") progressing through technical and sales positions
25 and then into management. From 1980 through 1990 I held a variety of

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1 service and business office management positions until July, 1990 when I
2 became the North Division Operations Manager for Sprint, located in
3 Leesburg, Florida. In this capacity, I was responsible for directing state-
4 wide repair service, a business office with 200 service representatives and
5 two service centers with 90 and 100 employees respectively. These
6 operations responded to billing inquiries and processed service activation
7 and repair requests for the North Division. In 1992 I became the Manager-
8 Quality Systems for Sprint, located in Altamonte Springs, Florida. In this
9 position I participated in the leadership of the development and
10 implementation of Sprint's Total Quality Management program within
11 Florida. In September, 1993 I accepted the position of Manager-Residential
12 Market Support for Sprint in Altamonte Springs, Fl. In this capacity I was
13 responsible for managing a team of technical professionals who maintained
14 the support systems for Sprint's Local Telecommunications Division's
15 residential customers. In September, 1995 I accepted the position of
16 Operations Manager for Sprint Metropolitan Networks, Inc. (SMNI). In
17 this position I directed the deployment of its network infrastructure and all
18 aspects of operational and customer support.

19
20 **Q. WHAT ARE YOUR PRESENT RESPONSIBILITIES?**

21
22 **A. My present responsibilities include the direction of the daily operations of**
23 **Sprint's ALEC business in Orlando, Florida (SMNI). I also partner with**
24 **the marketing team to develop market strategy and am also responsible for**
25 **the financial performance of SMNI.**

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Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

A. The purpose of my testimony is to address the issues identified in this proceeding. My testimony will provide additional information regarding the interconnection agreements with BellSouth as well as other related operating agreements between the two companies. I will address the business, operational impacts and BellSouth's non-compliance with the terms and conditions of those agreements.

Q. WERE YOU PERSONALLY INVOLVED WITH THE NEGOTIATION OF THOSE AGREEMENTS?

A. Yes, I was personally involved with the negotiation of Sprint Metropolitan Networks, Inc.'s interconnection agreements with BellSouth Telecommunications, Inc. as well as with the other operational agreements between the two companies. I negotiated our original Stipulation and Agreement with Mr. Bob Scheye of BellSouth and drafted the operations letter. (Exhibit RAW-1, attached) In addition I negotiated and executed, on behalf of Sprint, the interconnection agreement signed on March 13, 1997. (Exhibit RAW-2, attached)

Q. HOW IS YOUR TESTIMONY STRUCTURED?

A. I will address each of the five issues as identified in this proceeding.

1 **ISSUE NO. 1: HAS BELLSOUTH PROVIDED FIRM**
2 **ORDER CONFIRMATION IN A TIMELY AND**
3 **ACCURATE MANNER AS AGREED TO BY**
4 **BELLSOUTH AND SMNI? IF NOT, WHAT RELIEF, IF**
5 **ANY IS APPROPRIATE?**

6
7 **Q. HAS BELLSOUTH FAILED TO PROVIDE FIRM ORDER**
8 **CONFIRMATION (FOC) AS AGREED?**

9
10 **A. Yes.**

11
12 **Q. PLEASE EXPLAIN?**

13
14 **A. Persons under my direct supervision and control provide me operational**
15 **results on a regular basis, including BellSouth's performance on the return**
16 **of FOC within 48 hours. As the Director of Operations I review these**
17 **results and provide feedback to BellSouth's account team, primarily to**
18 **Linda McGrue.**

19
20 I personally as well as those under my direct supervision and control have
21 had several discussions regarding the subject of BellSouth's failure to
22 return FOCs within 48 hours with BellSouth's account team and
23 operational team. Specifically this has included Linda McGrue of the
24 account team and Lynn Smith of the operations team. BellSouth's account
25 team has agreed on several occasions to provide FOCs within 48 hours. I

1 have personally met with representatives of BellSouth's operations and
2 account teams to both establish the 48 hour commitment as well as to
3 provide feedback on their failure to meet it. Specifically, I participated in
4 meetings between representatives of BellSouth and SMNI on November 13,
5 1996 and November 15, 1996 where SMNI requested a return of FOC
6 within 24 hours. The BellSouth account team, headed by Bill French
7 indicated they would need to meet internally with their operations team
8 before making that commitment. After meeting with their operations team
9 they agreed to a 48-hour commitment. This was a verbal agreement
10 between SMNI and BellSouth. On April 18, 1997 SMNI's Ms. Cloz
11 forwarded a letter to BellSouth's Ms. Carol Jarman, Assistant Vice
12 President-BellSouth, indicating BellSouth was not honoring the 48-hour
13 commitment. (Exhibit RAW-3, attachment.) Ms. Jarman responded with a
14 letter dated April 25, 1997 (Exhibit RAW-4 attached), indicating the steps
15 being taken by BellSouth to meet the 48-hour commitment. However, in
16 spite of Ms. Jarman's assurances that steps were being taken to meet the
17 48-hour commitment, BellSouth continued to fail to meet the commitment.
18 SMNI has documented BellSouth's continued failure to return FOCs within
19 48 hours, (Exhibit RAW-5, attached). This shows how the agreement
20 between SMNI and BellSouth for return of FOCs within 48 hours went
21 from a verbal commitment to a confirmation in writing.

22
23 In late 1996 I also negotiated SMNI's new interconnection agreement with
24 representatives of BellSouth. This is the agreement which is the subject of
25 the complaint in this proceeding. The agreement was executed on March

1 13, 1997 effective retroactively to January 1, 1997. (Exhibit RAW-2,
2 attached).

3
4 The pertinent sections of this agreement relating to Issue No. 1 are as
5 follows:

6
7 **Section V. E. 6: *BellSouth will establish and adhere to competitive*
8 *intervals for the delivery of FOCs, DLRs and facilities. Such intervals need*
9 *to ensure that facilities are provisioned in time frames and according to*
10 *standards that meet or exceed those that BellSouth provides to itself for its*
11 *own network and end users. Intervals should not exceed the Customer*
12 *Designated Date ("CDDD").*

13
14 *Section IV.D.1 states: Installation intervals for service established via*
15 *unbundled loops will be handled in the same timeframe as BellSouth*
16 *provides services to its own customers, as measured from date of customer*
17 *order to date of customer delivery. BellSouth will make best efforts to*
18 *install unbundled loops and other network elements by the Customer*
19 *Desired Due Date ("CDDD") where facilities permit.*

20
21 Q. PLEASE EXPLAIN HOW SECTION V.E.6 AND IV.D.1, THAT YOU
22 HAVE REFERENCED, RELATE TO THE RETURN OF FOC WITHIN 48
23 HOURS.

24
25 A. The information provided on the FOC is required by SMNI in order to

1 provision our end of the service provisioning process. Without BellSouth's
2 FOC, SMNI is unable to process its provisioning orders. Therefore, in
3 order for SMNI to convert its end user customers in the same time frames
4 as BellSouth provides for its customers, SMNI must have FOC within 48
5 hours. In fact, Sprint has made it clear to BellSouth that Sprint does not
6 consider 48 hour turnaround to be an acceptable performance level.
7 Moreover, Sprint advised BellSouth that even in a manual environment 24
8 hours is not only possible, but readily achievable and when automated
9 processes are implemented, a 4 hour turnaround is expected and
10 achievable. (See Exhibit RAW-6, May 1, 1997 letter from Sprint's George
11 Head, Vice-President Local Market Integration to BellSouth's Joe Baker,
12 Vice-President -Sales.)

13
14 Q. HOW DOES BELLSOUTH'S FAILURE TO MEET ITS 48-HOUR
15 COMMITMENT IMPACT SMNI?

16
17 A. As I mentioned above, the information being given to SMNI by BellSouth
18 on the FOC is required for SMNI to process its internal orders to be able
19 to complete the service delivery to our end-user customers. Due to not
20 having the FOCs, SMNI must either commit to its customers a due date
21 for which it does not have commitment from BellSouth that it will be able
22 to meet, or build in additional time to ensure it can meet its committed
23 dates. This challenge not only causes SMNI additional expense, but it loses
24 revenue in the delay in converting its end-user customers. (Revenue which
25 remains with the BellSouth.) Additionally, SMNI will often be required to

1 utilize additional staffing to complete its orders in an expedited fashion
2 after BellSouth has failed to furnish the FOC in a timely manner. The
3 damage to SMNI's credibility caused by missing its customer due dates has
4 forced SMNI to adjust its operating procedures to build in additional days
5 into the service delivery process. SMNI's staffing requirements are also
6 impacted as it must juggle customer desired due dates, due to the fact that
7 SMNI cannot rely on BellSouth to return the FOC within 48 hours as
8 agreed by BellSouth.

9
10 **ISSUE NO. 2: Has BellSouth identified provisioning problems in a**
11 **timely manner to enable SMNI to meet customer due dates at**
12 **parity with the service provided by BellSouth to its retail**
13 **customers? If not, what relief, if any, is appropriate?**

14
15 **Q. HAS BELLSOUTH FAILED TO IDENTIFY PROVISIONING PROBLEMS**
16 **IN A TIMELY MANNER TO ENABLE SMNI TO MEET CUSTOMER**
17 **DUE DATES AT PARITY WITH THE SERVICE PROVIDED BY**
18 **BELLSOUTH TO ITS RETAIL CUSTOMERS?**

19
20 **A. Yes.**

21
22 **Q. PLEASE EXPLAIN.**

23
24 **A. The relevant sections of the interconnection agreement between SMNI**
25 **and BellSouth are as follows:**

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

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) 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).

Section IV.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 efforts to install unbundled loops and other network elements by the Customer Desired Due Date ("CDDD") where facilities permit.

Section IV.D.1:

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

6
7 *Section V.E.6:*

8
9 *BellSouth will establish and adhere to competitive intervals for the delivery*
10 *of FOCs, DLRs and facilities. Such intervals need to ensure that facilities*
11 *are provisioned in time frames and according to standards that meet or*
12 *exceed those that BellSouth provides to itself for its own network and end*
13 *users.*

14
15 The above sections of the interconnection agreement were negotiated to
16 assure SMNI the ability to compete with BellSouth for delivery of service
17 in the same intervals as BellSouth. SMNI does not have "real time" access
18 to BellSouth's scheduling systems. BellSouth has been reluctant to
19 provision SMNI service requests over integrated digital loop carrier and
20 has not notified SMNI within 48 hours of our service request when
21 facilities are not available. BellSouth's process does not include
22 confirmation that facilities are available. Therefore, even when SMNI does
23 receive FOC back from BellSouth within 48 hours, it must wait up until
24 the actual installation date to receive notification of any facility problems.
25

1 Q. YOU HAVE TESTIFIED THAT BELLSOUTH HAS BEEN RELUCTANT
2 TO PROVISION SMNI'S SERVICE REQUESTS OVER INTEGRATED
3 DIGITAL LOOP CARRIER. PLEASE EXPLAIN.

4
5 A. BellSouth uses a Digital Access Cross-Connect mapped Integrated
6 Subscriber Line Concentrator ("DACS mapped Integrated SLC"). When
7 SMNI would place orders for service for its end-user who was currently
8 served by the DACS mapped Integrated SLC, BellSouth indicated they
9 would be unable to complete the order on the due dates. In meetings with
10 BellSouth's technical staff, it was clear that they knew how to complete the
11 service requests, but were reluctant to do so. On March 12, 1997,
12 BellSouth's technical subject matter expert, H.B. Greer, stated in a meeting
13 with myself and others, that there were two issues preventing the services
14 from functioning properly. First, BellSouth needed to add a different card
15 to the unit. These cards were readily available, just not the standard issue
16 for that unit. Second, BellSouth would be required to work the order
17 through BellSouth's systems manually. Rather than add the cards and to
18 agree to work the order manually to allow our customer's services to be
19 installed, BellSouth refused and our customer's services were not installed.
20 Additionally, I have not been notified of any change in BellSouth's policy
21 on this issue.

22
23 Q. DOES THE SMNI-BELLSOUTH INTERCONNECTION AGREEMENT
24 ADDRESS THE ISSUE OF INTEGRATED DIGITAL LOOP CARRIER?

25

1 A. Yes. The pertinent section is Section IV.B.6:

2
3 *Where BellSouth utilizes digital loop carrier (DLC) technology to provision*
4 *the loop element of an unbundled exchange service to an end user customer*
5 *who subsequently determines to assign the loop element to SMNI and*
6 *receive Exchange Service from SMNI via such loop, BellSouth shall deliver*
7 *such loop to SMNI on an unintegrated basis, pursuant to SMNI's chosen*
8 *hand-off architecture, without a degradation of end user service or feature*
9 *availability as supported by SMNI's chosen hand-off architecture.*

10
11 Q. IS IT YOUR TESTIMONY THAT BELLSOUTH HAS NOT AND IS NOT
12 COMPLYING WITH THIS SECTION OF THE INTERCONNECTION
13 AGREEMENT?

14
15 A. Yes. Under the terms of the referenced section of the agreement, SMNI
16 could have insisted that BellSouth replace the provisioning method of their
17 loop carrier, to SMNI's chosen method, which could have been physical
18 cable. However, in discussions with BellSouth's operations team it became
19 apparent to everyone that laying cable would be very expensive to
20 BellSouth. Therefore, SMNI, in a spirit of cooperation, did not request
21 BellSouth to utilize physical cable. Yet, SMNI is still unable to acquire a
22 commitment from BellSouth to use the required cards when its service
23 request encounters a DACS Mapped Integrated SLC.

24
25 Q. DO YOU HAVE ANY OTHER EXAMPLES OF POLICY ISSUES WHERE

1 **BELLSOUTH'S PROVISIONING PROBLEMS WERE NOT**
2 **COMMUNICATED AND RESOLVED IN A TIMELY MANNER?**

3

4 **A. Yes. BellSouth has been reluctant to provision sub-loops to SMNI.**

5

6 **Q. PLEASE EXPLAIN THE NATURE OF A SUB-LOOP AND**
7 **BELLSOUTH'S RELUCANCE TO PROVIDE THEM.**

8

9 **A. Sub-loops are partial elements of the unbundled loop which is provisioned**
10 **on the customer's premise. The primary unbundled loop goes from**
11 **BellSouth's serving wire center to a demarcation point on the customer's**
12 **premise. Then, another unbundled loop (called the sub-loop) goes from**
13 **that demarcation point to the customer's premise equipment connection**
14 **point. As SMNI sells service to an end-user customer who requires a sub-**
15 **loop, BellSouth has not had an established policy or operating procedure to**
16 **complete them in a timely manner. SMNI finds itself in the position of**
17 **working with BellSouth's installation and account teams on a case by case**
18 **basis. The activities involve included getting policy decisions, potential**
19 **addenda to our interconnection agreement as well as any installation issues**
20 **at the customer's location.**

21

22 **Q. WHAT HAS BEEN THE IMPACT ON SMNI OF BELLSOUTH'S**
23 **RELUCTANTANCE TO ESTABLISHING OPERATING POLICIES AND**
24 **PROCEDURES FOR SUB-LOOPS?**

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A. SMNI loses credibility with the customer for the delay in turning up service as well as revenue. Additionally we incur additional expense as we participate in the policy and process activities repeatedly. We can not effectively project our operating costs on sub-loops, nor can we determine our pricing elements with certainty as we must work each one on an Individual Case Basis without BellSouth completing their sub-loop processes.

ISSUE NO. 3: Has BellSouth disconnected customers seeking to migrate to SMNI service prior to the designated cutover date?

Q. HAS BELLSOUTH, IN FACT, DISCONNECTED CUSTOMERS SEEKING TO MIGRATE TO SMNI SERVICE PRIOR TO THE DESIGNATED CUTOVER DATE?

A. Yes.

Q. PLEASE EXPLAIN.

A. SMNI's Interconnection Agreement with BellSouth provides a process for customer conversions which should prevent this from happening? Specifically, the pertinent sections of the Interconnection Agreement are as follows:

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Section IV.D.2:

On each unbundled network element order in a wire center, SMNI and BellSouth will agree on a cutover time at least 48-hour 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:

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:

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 two hours prior to the start of the interval, BellSouth and SMNI will reschedule the work order.

Section IV.D.5:

If the BellSouth contact is not available or not ready at any time during the

1 *60-minute interval, SMNI and BellSouth will reschedule and BellSouth*
2 *will waive the non-recurring charge for unbundled elements for that*
3 *interval.*

4
5 These sections of the interconnection agreement apply to the scheduling of
6 conversions. These sections of the interconnection agreement provide
7 specific criteria for the scheduling of the conversion because if BellSouth
8 activates their portion of the conversion prior to SMNI's turning up its
9 service for SMNI's end-user customer, its customer has no telephone
10 service, i.e. a disconnect of their service occurs. These sections of the
11 interconnection agreement detail a process so that if either party is unable
12 to complete the conversion on the desired due date, they will reschedule
13 the conversion. BellSouth is failing to properly reschedule the conversion
14 by completing the disconnect orders even though both parties have agreed
15 to reschedule the conversion .

16
17 BellSouth converts SMNI's customers through an automated switching
18 process. It is SMNI's understanding, from information received from
19 BellSouth, that they need at least 24 hours, and as much as 48 hours
20 would be preferred, to stop their processor from disconnecting the end-
21 user's service. Therefore, if for any reason the cutover date changes (
22 including the facility end provisioning problems we've discussed earlier)
23 within 24 to 48 hours of the cutover time, it requires manual intervention
24 by BellSouth to prevent the disconnect from being worked. By failing to
25 utilize manual intervention, BellSouth is and remains in violation of the

1 interconnection agreement.

2

3 Q. WHAT IS THE BUSINESS IMPACT ON SMNI WHEN BELLSOUTH
4 DISCONNECTS THOSE CUSTOMERS' SERVICE WHO ARE SEEKING
5 TO MIGRATE TO SMNI?

6

7 A. SMNI's business is negatively impacted by the disconnects in several ways.
8 First and foremost is the credibility loss with our end-user customers.
9 While we have mentioned this with several of the issues, none is more
10 painful for the customer than to have their service disconnected and for
11 them to be left without telephone service. Then, once the customer is
12 converted, our relationship is strained due to the disconnection. We have
13 had customers request credits for service with us once their service is
14 established, due to the disconnection in error prior to the conversion.

15

16 Q. IS THERE ANY ADDITIONAL BUSINESS IMPACT ON SMNI BECAUSE
17 BELLSOUTH HAS DISCONNECTED CUSTOMERS SEEKING TO
18 MIGRATE TO SERVICE PRIOR TO THE DESIGNATED CUTOVER
19 DATE?

20

21 A. Our operations are impacted as we work with BellSouth to get the
22 customer back into service. Secondly, we have begun to add more time
23 into the service cutover schedule to attempt to make absolutely certain
24 that BellSouth will be ready for the cutover because of our concern for a
25 disconnect in error should BellSouth not be ready and the cutover need to

1 be postponed. We also spend additional labor expense with the customer to
2 attempt to ensure they have done everything possible to complete the
3 original conversion date because of our concern of rescheduling. These
4 additional days of delay impact our revenues as SMNI does not realize any
5 revenue from these customers until the service has been converted.
6 Additionally, as the time for the cutover expands, the potential of the
7 customer becoming frustrated with SMNI and choosing not to convert,
8 becomes greater and SMNI might not ever realize any revenue from that
9 customer.

10
11 **Q. HAS BELL SOUTH OFFERED ANY SOLUTION TO THIS PROBLEM?**

12
13 **A.** No. However, BellSouth has communicated their intent to manually
14 prevent such disconnects in the future, but at the same time has indicated
15 that we should provide 24 to 48 hours notice when a cutover is to be
16 rescheduled. We can not provide that notification when the reschedules
17 are due to a lack of facilities and BellSouth doesn't notify us until within
18 the 24-48 hour window. SMNI has not been provided any confirmation of
19 a software change which will allow for them to prevent the disconnection
20 in an automated fashion, nor will BellSouth agree to work the service
21 orders manually. Until an automated solution for preventing the
22 disconnects from being worked when a conversion has been rescheduled,
23 BellSouth should work the disconnects manually. By working the
24 disconnect orders manually, BellSouth can easily wait to work the
25 disconnects until the new rescheduled cutover date. Sprint maintains that

1 the interconnection agreement implies the ability of the BellSouth "contact"
2 to be able to reschedule the cutover should it become necessary. Until the
3 automated central office processor is improved to ensure a disconnect in
4 error does not happen, BellSouth should work our cutover orders manually
5 in the local central office.

6
7 ISSUE NO. 4: HAS BELLSOUTH CAUSED SERVICE INTERRUPTIONS
8 TO SMNI CUSTOMERS DUE TO CALL ROUTING ERRORS,
9 TRANSLATIONS PROBLEMS OR FAILURE TO PROPERLY
10 IMPLEMENT INTERM NUMBER PORTABILITY? IF SO, WHAT
11 RELIEF, IF ANY, IS APPROPRIATE?

12
13 Q. HAS BELLSOUTH CAUSED SERVICE INTERRUPTIONS TO SMNI
14 CUSTOMERS DUE TO CALL ROUTING ERRORS, TRANSLATIONS
15 PROBLEMS OR FAILURE TO PROPERLY IMPLEMENT INTERM
16 NUMBER PORTABILITY? IF SO, WHAT RELIEF, IF ANY, IS
17 APPROPRIATE?

18
19 A. Yes.

20
21 Q. WHAT SECTION OF THE SMNI-BELLSOUTH INTERCONNECTION
22 AGREEMENT ADDRESSES THIS ISSUE?

23
24 A. SMNI's interconnection agreement with BellSouth, Section IV. E. 1
25 provides as follows:

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"At a minimum, the service quality of leased network elements should match that of BellSouth's own elements and conform to all Bellcore and SMNI requirements applicable to the type of service being provided."

As demonstrated by our customer affidavits in the complaint, our customers began to experience service interruptions caused by BellSouth that they did not encounter when they were customers of BellSouth. Therefore, BellSouth has failed to maintain the minimum service levels being provided to these same customers before they were being served by SMNI who utilized BellSouth's unbundled loop.

Q. WHAT IS THE BUSINESS IMPACT ON SMNI DUE TO OF BELL SOUTH'S CAUSING SERVICE INTERRUPTIONS TO SMNI CUSTOMERS DUE TO CALL ROUTING ERRORS, TRANSLATIONS PROBLEMS OR FAILURE TO PROPERLY IMPLEMENT INTERIM NUMBER PORTABILITY?

A. As discussed before, SMNI's reputation in the marketplace has been damaged by BellSouth's failure to take the necessary steps to ensure our services from them function properly. SMNI has had customers leave us and return to BellSouth due to the failure of BellSouth. While that may seem strange that a customer would leave a company who isn't at fault to return to a company who has admitted in writing that it is their broken process which caused the service interruption, (See Exhibit RAW-7,

1 attached July 8, 1997 letter from BellSouth's Ms Carol Jarman, Sales
2 Assistant Vice President), the customers understand that they did not have
3 these situations when they were served by BellSouth. It is only when
4 BellSouth began to provide the service to the SMNI that service
5 interruptions occurred. SMNI is in a "no-win" situation with its customers
6 when its vendor, (that is also the Incumbent Local Exchange Company in
7 the market and its major competitor)*BellSouth* causes service
8 interruptions.

9
10 **Q. WHAT ACTIONS HAS SMNI TAKEN WITH BELLSOUTH TO ENSURE**
11 **SMNI RECEIVES THE QUALITY OF SERVICE AGREED TO BY**
12 **BELLSOUTH?**

13
14 **A. SMNI has escalated its concerns through our assigned BellSouth account**
15 **team. We have often requested written feedback on the service**
16 **interruptions and have attached those letters as a part of our complaint.**
17 **Sprint's executive team has also assisted through meetings, telephone**
18 **escalations and written correspondence with BellSouth. (The complete**
19 **details are provided by Sprint Witness Cloz)**

20
21 **Q. HAS BELLSOUTH PROVIDED ANY PERMANENT SOLUTION TO**
22 **THE SERVICE INTERRUPTIONS?**

23
24 **A. BellSouth has not provided any permanent solutions to the service**
25 **interruptions. The solutions offered have been additional promises of**

1 training and memos within their operations teams. In the correspondence
2 they refer to pursuing an automated solution to some of the issues, but
3 SMNI has not received any follow-up on that potential solution.
4

5 Q. WHAT IS THE IMPACT ON SMNI'S SERVICE OPERATIONS DUE TO
6 THE SERVICE INTERRUPTIONS OF SMNI'S CUSTOMERS BY
7 BELLSOUTH ?
8

9 A. As BellSouth's service interruptions develop, SMNI's service centers incur
10 additional expenses to meet the rise in trouble reports. This expense is not
11 only for receiving the initial report, but also the referral of the trouble
12 report to BellSouth, the follow-up with BellSouth as well as with the
13 customer, then the process of providing the results of the service
14 interruption to its customers. Due to the repetitive nature of some of the
15 outages, many of its customers have required considerable efforts to
16 maintain them as SMNI customers. This comes in the form of personal
17 involvement by various levels of management with SMNI, requests and
18 delivery of letters from BellSouth explaining what happened as well as
19 credits for time out of service. Sometimes even those efforts are not
20 enough and a customer will leave us. Even when SMNI is successful in
21 maintaining the customer, it is often implied by the customer that SMNI is
22 in serious jeopardy of losing their business and all of our service
23 operations must step up our normal activities to attempt to ensure that
24 they do not incur even the slightest additional service issue
25

1 **ISSUE NO. 5: Has BellSouth provided installation intervals for**
2 **service establishment via unbundled loops in accordance with the**
3 **Interconnection agreement with SMNT? If not, what relief, if any,**
4 **is appropriate?**

5
6 **Q. HAS BELLSOUTH, FAILED TO PROVIDE INSTALLATION INTERVALS**
7 **FOR SERVICE ESTABLISHMENT VIA UNBUNDLED LOOPS IN**
8 **ACCORDANCE WITH THE INTERCONNECTION AGREEMENT WITH**
9 **SMNT? IF NOT, WHAT RELIEF, IF ANY, IS APPROPRIATE?**

10
11 **A. Yes. BellSouth has failed to provide service installation intervals in the**
12 **same timeframe as that which is provided to its own customers.**

13
14 **Q. WHAT SECTION OF THE SMNI-BELLSOUTH INTERCONNECTION**
15 **AGREEMENT ADDRESS THIS ISSUE?**

16
17 **A. Section IV.D.1 provides the following:**

18
19 **Installation intervals for service established via unbundled loops will be*
20 *handled in the same timeframe as BellSouth provides services to its own*
21 *customers, as measured from date of customer order to date of customer*
22 *delivery. BellSouth will make best effort to install unbundled loops and*
23 *other network elements by the Customer Desired Due Date ("CDDD").*

24
25 **Q. PLEASE EXPLAIN.**

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A. Prior to the interconnection agreement signed on March 13, 1997 (effective January 1, 1997) SMNI and BellSouth were operating under a more general stipulation and agreement. In addition, the two companies had also signed an operations letter indicating their efforts to work together in cooperation to establish daily operating procedures. On October 28, 1996 SMNI and BellSouth's account teams had a conference call to discuss several issues, installation intervals being one of them. During the call BellSouth's account team suggested we use 5 days as the installation interval for primary delivery of two-wire unbundled loop. On November 13, 1996 SMNI and BellSouth met in a follow-up meeting to discuss those operational issues, including installation intervals. At that time the BellSouth account team confirmed their offer of a 5 day installation interval for DS0 (two-wire unbundled loop), but requested the opportunity to work back through those suggested intervals with their operations team. Then on November 15, 1996 SMNI and BellSouth had a conference call where those intervals were agreed upon.

However, as discussed in Issue 1, BellSouth continued to fail to deliver FOC back to SMNI within 48 hours. Without the information included in the FOC, SMNI can not provision our part of the service delivery. Therefore, meeting even the 5 day interval became extremely difficult and often led to conversions being rescheduled. Therefore, as also discussed earlier, SMNI would add additional days to the conversion date we would establish with the customer to help ensure a successful cutover. Even

1 small conversions of less than 10 lines were taking 30 days or more.

2
3 Subsequent to the new interconnection agreement effective date of January
4 1, 1997, SMNI began to communicate its concerns through executive
5 escalations and written correspondence. Then in a letter dated June 1,
6 1997 from Mr. Joe Baker, Vice President Sales for BellSouth, (Exhibit
7 RAW-8), SMNI was provided BellSouth's targeted installation intervals.
8 Again BellSouth presented its target of 5 days for two wire unbundled loop
9 orders of 1-5 lines. Not only is BellSouth unable to consistently meet the 5
10 days, it is not the same installation interval offered to BellSouth's own
11 customers. SMNI has occasionally contacted BellSouth's retail business
12 office and inquired as to their installation intervals. They have routinely
13 offered SMNI service at 4 days (with added offers to make it in two if we
14 request it) for two wire services of 5 lines or less. Additionally, we now
15 are being charged "escalation" charges of \$203 for any order with a
16 requested date in 4 days or less. SMNI has been unable to determine any
17 basis for this charge in the interconnection agreement or any tariff, while
18 their retail customers can call and request the same service, receive it in
19 less time and without "escalation" charges.

20
21 Q. DO YOU HAVE ANY ADDITIONAL COMMENTS TO MAKE
22 REGARDING THE INSTALLATION PROCESS?

23
24 A. Yes. SMNI is in the process of establishing a "physical collocation" in
25 BellSouth's Magnolia central office in Orlando. This collocation will allow

1 SMNI to connect our customers to its equipment in the Magnolia central
2 office. During the meetings to complete the collocation and to discuss
3 SMNI's ordering procedures for customer conversations once it has its
4 physical collocation operational, BellSouth has indicated SMNI will not
5 receive the same rate for 2-wire orders, nor will SMNI receive the same
6 coordi. tion as offered today. There is no language in the SMNI-BellSouth
7 interconnection agreement which indicates a two-wire loop provisioned
8 through SMNI's collocation will be treated different than if SMNI utilizes
9 BellSouth's Magnolia equipment to connect to SMNI's equipment.

10
11 Q. WHAT ARE THE RELVANT SECTIONS OF SMNI'S
12 INTERCONNECTION AGREEMENT WITH BELLSOUTH ADDRESSING
13 THIS ISSUE?

14
15 A. SMNI's interconnection agreement states that SMNI may collocate at
16 BellSouth offices of our choosing, establishes our ability to interconnect at
17 various service levels and does not in anyway change the coordination or
18 rate provisions of the agreement as follows:

19
20 Section IV. B. 1:

21
22 *Interconnection shall be achieved via collocation arrangements SMNI shall*
23 *maintain at a BellSouth wire center or other BellSouth network point.*

24
25 In Section IV. B. 2:

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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.

The clear intent of these sections is to document that collocation is to be one of SMNI's primary methods of interconnection. Therefore, the rates and coordination provisions were indeed intended for a collocation, BellSouth is incorrect to inform SMNI it will receive different rates and less coordination for two-wire loops ordered through SMNI's collocation.

Q. PLEASE SUMMARIZE YOUR TESTIMONY.

A. With respect to all 6 issues, BellSouth has failed to provide the level of service to SMNI as required by the interconnection agreement between SMNI and BellSouth. BellSouth's failure to comply with the terms and conditions of its agreement with SMNI is impacting SMNI's ability to competitively compete in the marketplace in Florida.

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BellSouth has not provided FOC in a timely and accurate manner, nor have they identified provisioning problems in a timely manner. BellSouth has disconnected customers seeking to convert to SMNI's service prior to the conversion date and BellSouth has caused service interruptions to SMI customers after they have been converted. These service interruptions to SMNI's customers caused by BellSouth have been for such situations as, call routing errors, translations problems or a failure to properly implement interim number portability.

My testimony has discussed the interconnection agreement and operational agreements between SMNI and BellSouth. In addition I have provided some of my personal experiences in these interactions between BellSouth and SMNI. My testimony has also discussed some of the business impacts of BellSouth's failure to provide the service to SMNI as has been agreed upon by BellSouth.

BellSouth has not provided FOCs within the agreed upon 48 hour time frame, causing SMNI to delay the conversions of customer conversions, which inconveniences customers, increases business costs of SMNI and its customers, causes SMNI to lose revenue and creditability in the marketplace. My testimony has discussed the agreement by BellSouth to provide FOC within 48 hours as well as SMNI's efforts to obtain the FOCs within 48 hours from BellSouth.

1 BellSouth's failure to identify provisioning problems in a timely manner
2 has caused SMNI to delay customer conversions. These delays
3 inconvenience SMNI's customers as well as increasing SMNI's costs and
4 lowering its revenues. BellSouth has also been reluctant to provision
5 orders where certain network configurations exist. SMNI has attempted to
6 work with BellSouth in a spirit of cooperation to find the right solution for
7 both companies, yet BellSouth has refused to provision those orders and
8 allow SMNI to convert those customers. My testimony has discussed the
9 SMNI-BellSouth interconnection agreement and the relevant sections to
10 the provisioning of services through those network configurations. My
11 testimony has also addressed processes within BellSouth which have not
12 been defined for the purchase of sub-loops. This lack of a defined process
13 has caused SMNI increased expense and delays the customer conversion.

14
15 BellSouth has disconnected customers seeking to migrate to SMNI service
16 prior to the designated conversion date, when the conversion has been
17 rescheduled by both parties. These premature disconnections by BellSouth
18 has resulted in SMNI losing credibility with its customers as well as
19 increasing its operating costs. My testimony has discussed the SMNI-
20 BellSouth interconnection agreement and the sections relevant to this
21 issue. Those sections provide for a rescheduling process and indicates the
22 ability to reschedule a conversion. BellSouth's disconnection of SMNI's
23 customers services even though both parties have agreed upon a
24 rescheduling indicates a failure by BellSouth to deliver the conversion
25 process as intended.

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BellSouth has caused service interruptions to SMNI customers due to call routing errors, translations problems or failure to properly implement interim number portability. My testimony has discussed the relevant sections of the SMNI-BellSouth interconnection agreement, the business impacts of BellSouth's service interruptions on SMNI, BellSouth's lack of a permanent solution and SMNI's efforts to escalate this issue with BellSouth.

BellSouth has not provided SMMI with installation intervals for service establishment via unbundled loops in accordance with the Interconnection Agreement with SMNI. My testimony has discussed the relevant sections of the interconnection agreement, as well as the agreements between the two companies regarding installation intervals. BellSouth's committed intervals do not provide the same installation intervals as is available to its retail customers.

Q. DOES THIS CONCLUDE YOUR TESTIMONY?

A. Yes.

EXHIBIT

RAW-1



Box 162922 M/C 4380
Altamonte Springs, Florida 32716-2922
Phone 407-875-1142
Fax 407-875-3189

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

RAW-2

**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;

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 retrofitable 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.

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.

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

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.

- 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.

- 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

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 C 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.

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~~ *OK* 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

- 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 LSQ, and service availability by LSQ, 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

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.

- 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

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 IXCs.

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.

- 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.

- 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 *Attachment 12*

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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);

- 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. 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 separate 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.

- 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,

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.

- 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.

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).

- 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.

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 are 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.

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. Transmitted 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 transmitting 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.

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 entry 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 PGD access to Exchange Access Customers that uses the MF PGD signaling protocol. The Parties may establish CCIS interconnection either directly or through a third party.

- 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 a 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.

- 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 DXC, 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 DXC 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:

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

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

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 DXC 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 DXC 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 DXC 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 the 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.

- 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 tariff 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 pre-subscribed 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 pre-subscribed 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 entry/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).

- 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 established 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 for 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.

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, overloading 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., should 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.

- 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.

- 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 to BellSouth 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

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.

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

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 able to obtain such compensation from the municipality.

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).

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- 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 these repair calls as the basis for internal referrals or to solicit customers to market services. Either Party shall respond with accurate information in answering customer questions.
- E.3 SMNI and BellSouth shall provide their respective repair contact numbers to one another on a reciprocal basis.

F. Busy Line Verification and Interrupt

F.1 Description

- a. Each Party shall establish procedures whereby its operator bureau will coordinate with the operator bureau of the other Party in order to provide Busy Line Verification (BLV) and Busy Line Verification and Interrupt (BLVI) services on calls between their respective end users.
- b. SMNI will route BLV and BLVI traffic to the BellSouth access tandem.

F.2 Compensation

Each Party shall charge the other Party for BLV and BLVI at the effective rates contained in BellSouth's applicable Local Interconnection Services Tariff(s).

G. Directory Assistance (DA)

G.1 Description

At SMNI's request, BellSouth will:

- a. Provide to SMNI, over TOPs trunks, unbranded (or SMNI-branded, where available) directory assistance service which is comparable in every way to the directory assistance service BellSouth makes available to interexchange carriers.

- c. BellSouth will provide SMNI operators on-line access to BellSouth's DA database.

G.2 Compensation

Initial rates, terms and conditions for DA Services shall be as provided in Attachment C-11 hereto.

H. Directory Listings and Directory Distribution

- H.1 Subject to the execution of an agreement between BellSouth's affiliate, BellSouth Advertising and Publishing Co. (BAPCO), and SMNI in a form substantially similar to that attached as Attachment C-8, (1) SMNI's customers' primary listings shall be included in the appropriate white page (resident and business) listings or alphabetical directories, as well as the directory assistance database, (2) SMNI's business subscribers' listings will be included in all appropriate yellow pages or classified directories, and (3) copies of directories shall be delivered to SMNI's customers; all without charge.
- H.2 BellSouth shall provide SMNI with a magnetic tape or computer disk containing the proper format to employ in submitting directory listings and daily updates. SMNI shall provide BellSouth with its directory listings and daily updates to those listings (including new, changed and deleted listings) in a mutually acceptable format. BellSouth shall include SMNI's customers in the directory assistance database associated with the areas in which SMNI provides exchange services within the same time frame as BellSouth includes its own customers in such databases.
- H.3 BellSouth and its Affiliates will afford SMNI's directory listings information the same level of confidentiality which BellSouth affords its own directory listing information, and BellSouth shall ensure that access to SMNI's customer proprietary confidential directory information will be limited solely to those employees who immediately supervise or are directly involved in the processing and publishing of listings and directory delivery. BellSouth will not use SMNI's directory listings for the marketing of BellSouth's telecommunications services.

I. Access to Signaling and Signaling Databases

- I.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.
- I.2 BellSouth agrees to input NXX assigned to SMNI into the Local Exchange Routing Guide (LERG).
- I.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.
- I.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.
- I.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

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 NXC 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.

- 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.

- 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.

- 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.

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 Pre-authorized 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. REALE 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

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

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.

- C. The Parties will work cooperatively to apply sound network management principles by invoking 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

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.

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-for-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

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 telecommunication 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

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 a 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 or damage is caused by the gross negligence or willful misconduct of a supplying Party, the receiving Party shall have no obligation to indemnify, defend and hold harmless the supplying Party hereunder.

- 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

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.

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:

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

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.

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 supercedes 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.

Richard A. Warner

SPRINT METROPOLITAN NETWORKS, INC.

By: *Richard A. Warner*
Title: *operations manager*
Date: *march 17, 1997*
Address: *Box 162922*
Sprint Metropolitan Networks, Inc
Altamonte Springs, Florida 32716 2922

Jerry Hendrix

BELLSOUTH TELECOMMUNICATIONS, INC.

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

AMENDMENT

TO

**INTERCONNECTION AGREEMENT BETWEEN
SPRINT METROPOLITAN NETWORK, INC
AND BELL SOUTH TELECOMMUNICATIONS, INC
DATED MARCH 13, 1997**

Pursuant to this Agreement (the "Amendment"), Sprint Metropolitan Network, Inc ("SMNI") and BellSouth Telecommunications, Inc ("BellSouth") hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Interconnection Agreement between the Parties dated March 13, 1997 ("Interconnection Agreement")

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

1. SMNI has requested that certain Coin Telephones at the Orlando Airport as identified in Exhibit A attached hereto, be converted by BellSouth and has requested BellSouth to offer SMNI rates for such conversions,
2. BellSouth agrees to cover the above mentioned coin telephones at the Orlando Airport at the following rates:

Sub-Loops	Recurring	Nonrecurring
Sub-Loops requested and converted between 8/1/97 - 9/15/97	*\$11.95	*\$44.80
Sub-Loops requested and converted after 9/15/97	\$11.95*	1" \$225.78 Add'l \$76.62

*Rates are subject to true-up as stated in Attachment C-2 of the Interconnection Agreement

3. SMNI hereby agrees that the above stated rates are subject to the following terms and conditions in accordance with conversion of the certain coin telephones at the Orlando Airport:
 - a. SMNI hereby agrees to provide all of the coordination associated with the conversion including verifying dial tone availability at Sprint Metro's switch
 - b. SMNI hereby agrees to pre-test the functionality of each of SMNI's loop channels in their transport medium from the interconnection point prior to the actual conversion

- c. BellSouth will not be required to provide a technician at the conversion site except to remove the existing coin telephones. SMNI hereby agrees to provide and perform any required testing from the coin telephone termination through to SMNI's switch. Any additional cooperative testing required beyond this point will be billed to SMNI on a time and materials basis.
- d. SMNI hereby agrees to perform the conversions pursuant to the spreadsheet prepared by the BellSouth Sprint Account Team.
- e. SMNI hereby agrees to furnish CFA assignments on the terminated cable for each circuit submitted.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

SPRINT METROPOLITAN
NETWORK, INC

By [Signature]

Date: 8-5-97

BELLSOUTH
TELECOMMUNICATIONS, INC

By [Signature]

Date: 8/3/97

Exhibit , SMW-OIA

	BellSouth Old #	SMNI NEW #	BellSouth Cable Pair	Sprint Cable Pair	BellSouth Sub Loop Circuit #	BellSouth Disc Order	BellSouth Loop Order	Due Date	LOCATION
1	825-9003	514-8183	8059-A	81	58.TYNU.701174			4-Aug	Gates 70 - 79
2	825-9012	514-8164	8073-A	82	58.TYNU.701175			4-Aug	Gates 70 - 79
3	825-9013	514-8177	8069-A	83	58.TYNU.701176			4-Aug	Gates 70 - 79
4	240-0632	514-8178	8071-A	84	58.TYNU.701177			4-Aug	Gates 70 - 79
5	825-9011	514-8179	8074-A	85	58.TYNU.701178			4-Aug	Gates 70 - 79
6	825-9010	Disconnect	8075-A	N/A	Not Required		Not Required	4-Aug	Gates 70 - 79
7	825-9118	514-8233	8219-A	86	58.TYNU.701180			4-Aug	Hub
8	825-9115	514-8234	8218-A	87	58.TYNU.701181			4-Aug	Hub
9	825-9114	514-8235	8217-A	88	58.TYNU.701182			4-Aug	Hub
10	825-9113	514-8236	8216-A	89	58.TYNU.701183			4-Aug	Hub
11	825-9112	514-8237	8215-A	90	58.TYNU.701184			4-Aug	Hub
12	825-9111	514-8238	8214-A	91	58.TYNU.701185			4-Aug	Hub
13	825-9872	514-8286	110-A	92	58.TYNU.701186			4-Aug	Hyatt 4th floor
14	825-9873	514-8287	111-A	93	58.TYNU.701187			4-Aug	Hyatt 4th floor
15	825-9874	514-8288	112-A	94	58.TYNU.701188			4-Aug	Hyatt 4th floor
16	851-20717	514-8289		95	58.TYNU.701189			4-Aug	Hyatt 4th floor
17	825-1918	514-8290	85-A	96	58.TYNU.701190			4-Aug	Hyatt 4th floor
18	825-1859	514-8291	81-A	97	58.TYNU.701191			4-Aug	Hyatt 4th floor
19	825-1724	514-8292	82-A	98	58.TYNU.701192			4-Aug	Hyatt 4th floor
20	825-9386	514-8308	346-A	99	58.TYNU.701193			4-Aug	Hyatt Atrium
21	825-9387	514-8307	347-A	100	58.TYNU.701194			4-Aug	Hyatt Atrium
22	825-9388	514-8308	348-A	101	58.TYNU.701195			4-Aug	Hyatt Atrium
23	825-9048	514-8174	8123-A	102	58.TYNU.701196			5-Aug	Gates 70 - 79
24	825-9049	514-8175	8124-A	103	58.TYNU.701197			5-Aug	Gates 70 - 79
25	825-9050	514-8176	8125-A	104	58.TYNU.701198			5-Aug	Gates 70 - 79
26	240-2135	514-8204	8476-A	105	58.TYNU.701199			5-Aug	Gates 80 - 89
27	825-9022	514-8205	8474-A	106	58.TYNU.701200			5-Aug	Gates 80 - 89
28	240-1368	514-8221	8458-A	107	58.TYNU.701201			5-Aug	Gates 80 - 89
29	240-1329	514-8222	8457-A	108	58.TYNU.701202			5-Aug	Gates 80 - 89
30	825-9027	514-8223	8455-A	109	58.TYNU.701203			5-Aug	Gates 80 - 89
31	825-9028	Disconnect	8456-A	N/A	Not Required		Not Required	5-Aug	Gates 80 - 89
32	825-9071	514-8180	8093-A	110	58.TYNU.701205			5-Aug	Hub
33	825-9070	514-8181	8092-A	111	58.TYNU.701206			5-Aug	Hub
34	825-9069	514-8182	8091-A	112	58.TYNU.701207			5-Aug	Hub
35	825-9068	514-8183	8090-A	113	58.TYNU.701208			5-Aug	Hub
36	825-9067	514-8184	8089-A	114	58.TYNU.701209			5-Aug	Hub
37	825-9066	514-8185	8088-A	115	58.TYNU.701210			5-Aug	Hub
38	851-3325	514-8273	93-A	116	58.TYNU.701211			5-Aug	Hyatt 4th floor
39	851-3221	514-8274	88-A	117	58.TYNU.701212			5-Aug	Hyatt 4th floor
40	851-3255	514-8275	89-A	118	58.TYNU.701213			5-Aug	Hyatt 4th floor
41	851-3220	514-8276	87-A	119	58.TYNU.701214			5-Aug	Hyatt 4th floor

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	BellSouth	SMNI	BellSouth	Sprint	BellSouth	BellSouth	BellSouth	Due	
	Old #	NEW #	Cable Pair	Cable Pair	SubLoop Circuit #	Disc Order	Loop Order	Date	LOCATION
42	825-9864	514-8277	115-A	120	58.TYNU.701215			5-Aug	Hyatt 4th floor
43	825-9865	514-8278	116-A	121	58.TYNU.701216			5-Aug	Hyatt 4th floor
44	825-9866	514-8279	117-A	122	58.TYNU.701217			5-Aug	Hyatt 4th floor
45	851-8355	514-8282	79-A	123	58.TYNU.701218			5-Aug	Hyatt 4th floor
46	851-6881	514-8283	78-A	124	58.TYNU.701219			5-Aug	Hyatt 4th floor
47	851-8392	514-8293	77-A	125	58.TYNU.701220			5-Aug	Hyatt 4th floor
48	825-9883	514-8268	120-A	126	58.TYNU.701221			5-Aug	Hyatt 9th floor
49	825-9528	514-8303	1053-A	127	58.TYNU.701222			5-Aug	Hyatt Atrium
50	825-9527	514-8304	1052-A	128	58.TYNU.701223			5-Aug	Hyatt Atrium
51	825-9526	514-8305	1051-A	129	58.TYNU.701224			5-Aug	Hyatt Atrium
52	825-9073	514-8299	118-A	130	58.TYNU.701225			5-Aug	Hyatt Parking garage
53	825-9008	514-8185	8064-A	131	58.TYNU.701226			6-Aug	Gates 70 - 79
54	240-0635	514-8166	8067-A	132	58.TYNU.701227			6-Aug	Gates 70 - 79
55	825-9043	514-8167	8063-A	133	58.TYNU.701228			6-Aug	Gates 70 - 79
56	825-9009	Disconnect	8065-A	N/A	Not Required		Not Required	6-Aug	Gates 70 - 79
57	825-9025	514-8195	8451-A	134	58.TYNU.701230			6-Aug	Gates 80 - 89
58	240-1053	514-8196	8453-A	135	58.TYNU.701231			6-Aug	Gates 80 - 89
59	240-0642	514-8197	8454-A	136	58.TYNU.701232			6-Aug	Gates 80 - 89
60	825-9028	Disconnect	8452-A	N/A	Not Required			6-Aug	Gates 80 - 89
61	825-9041	514-8239	8272-A	137	58.TYNU.701234			6-Aug	Gates 90 - 99
62	240-2147	514-8240	8253-A	138	58.TYNU.701235			6-Aug	Gates 90 - 99
63	825-9040	514-8241	8271-A	139	58.TYNU.701236			6-Aug	Gates 90 - 99
64	240-2451	514-8245	8256-A	140	58.TYNU.701237			6-Aug	Gates 90 - 99
65	825-9039	Disconnect	8270-A	N/A	Not Required		Not Required	6-Aug	Gates 90 - 99
66	825-9093	514-8189	8589-A	141	58.TYNU.701239			6-Aug	Hub
67	825-9094	514-8190	8596-A	142	58.TYNU.701240			6-Aug	Hub
68	825-9095	514-8191	8597-A	143	58.TYNU.701241			6-Aug	Hub
69	825-9096	514-8192	8599-A	144	58.TYNU.701242			6-Aug	Hub
70	825-9097	514-8193	8588-A	145	58.TYNU.701243			6-Aug	Hub
71	825-9098	514-8194	8600-A	146	58.TYNU.701244			6-Aug	Hub
72	825-9878	514-8269	104-A	147	58.TYNU.701245			6-Aug	Hyatt 4th floor
73	825-9877	514-8270	103-A	148	58.TYNU.701246			6-Aug	Hyatt 4th floor
74	825-9876	514-8271	102-A	149	58.TYNU.701247			6-Aug	Hyatt 4th floor
75	825-9875	514-8272	101-A	150	58.TYNU.701248			6-Aug	Hyatt 4th floor
76	825-9869	514-8295	107-A	151	58.TYNU.701249			6-Aug	Hyatt 4th floor
77	825-9868	514-8296	106-A	152	58.TYNU.701250			6-Aug	Hyatt 4th floor
78	825-9867	514-8297	105-A	153	58.TYNU.701251			6-Aug	Hyatt 4th floor
79	825-9535	514-8300	1060-A	154	58.TYNU.701252			6-Aug	Hyatt Atrium
80	825-9534	514-8301	1059-A	155	58.TYNU.701253			6-Aug	Hyatt Atrium
81	825-9533	514-8302	1058-A	156	58.TYNU.701254			6-Aug	Hyatt Atrium
82	825-9051	514-8215	8550-A	157	58.TYNU.701255			7-Aug	Gates 80 - 89

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	BellSouth	SMNI	BellSouth	Sprint	BellSouth	BellSouth	BellSouth	Due	
	Old #	NEW #	Cable Pair	Cable Pair	SubLoop Circuit #	Disc Order	Loop Order	Date	LOCATION
83	825-9052	514-8216	8549-A	158	58.TYNU.701256			7-Aug	Gates 80 - 89
84	825-9053	514-8217	8548-A	159	58.TYNU.701257			7-Aug	Gates 80 - 89
85	825-9038	514-8246	8669-A	160	58.TYNU.701258			7-Aug	Gates 90 - 99
86	825-9037	514-8247	8668-A	161	58.TYNU.701259			7-Aug	Gates 90 - 99
87	825-9036	514-8248	8667-A	162	58.TYNU.701260			7-Aug	Gates 90 - 99
88	825-9057	514-8252	8320-A	163	58.TYNU.701261			7-Aug	Gates 90 - 99
89	825-9058	514-8253	8321-A	164	58.TYNU.701262			7-Aug	Gates 90 - 99
90	825-9059	514-8254	8322-A	165	58.TYNU.701263			7-Aug	Gates 90 - 99
91	825-9102	514-8261	8220-A	166	58.TYNU.701264			7-Aug	Hub
92	825-9103	514-8262	8221-A	167	58.TYNU.701265			7-Aug	Hub
93	825-9104	514-8263	8222-A	168	58.TYNU.701266			7-Aug	Hub
94	825-9105	514-8264	8223-A	169	58.TYNU.701267			7-Aug	Hub
95	825-9106	514-8265	8212-A	170	58.TYNU.701268			7-Aug	Hub
96	825-9107	514-8266	8225-A	171	58.TYNU.701269			7-Aug	Hub
97	825-9862	514-8280	113-A	172	58.TYNU.701270			7-Aug	Hyatt 4th floor
98	825-9863	514-8281	114-A	173	58.TYNU.701271			7-Aug	Hyatt 4th floor
99	851-1019	514-8284	76-A	174	58.TYNU.701272			7-Aug	Hyatt 4th floor
100	851-2149	514-8285	86-A	175	58.TYNU.701273			7-Aug	Hyatt 4th floor
101	825-9870	514-8294	108-A	176	58.TYNU.701274			7-Aug	Hyatt 4th floor
102	825-9871	514-8298	109-A	177	58.TYNU.701275			7-Aug	Hyatt 4th floor
103	851-8294	514-8267	80-A	178	58.TYNU.701276			7-Aug	Hyatt 9th floor
104	825-9380	514-8309	872-A	179	58.TYNU.701277			7-Aug	Ticketing
105	825-9379	514-8310	871-A	180	58.TYNU.701278			7-Aug	Ticketing
106	825-9378	514-8311	869-A	181	58.TYNU.701279			7-Aug	Ticketing
107	825-9383	514-8312	875-A	182	58.TYNU.701280			7-Aug	Ticketing
108	825-9382	514-8313	874-A	183	58.TYNU.701281			7-Aug	Ticketing
109	825-9381	514-8314	873-A	184	58.TYNU.701282			7-Aug	Ticketing
110	825-9045	514-8171	8120-A	185	58.TYNU.701283			8-Aug	Gates 70 - 79
111	825-9046	514-8172	8122-A	186	58.TYNU.701284			8-Aug	Gates 70 - 79
112	825-9047	514-8173	8122-A	187	58.TYNU.701285			8-Aug	Gates 70 - 79
113	240-1737	514-8188	8461-A	188	58.TYNU.701286			8-Aug	Gates 80 - 89
114	240-1428	514-8199	8462-A	189	58.TYNU.701287			8-Aug	Gates 80 - 89
115	825-9015	514-8200	8460-A	190	58.TYNU.701288			8-Aug	Gates 80 - 89
116	825-9014	Disconnect	8459-A	N/A	Not Required		Not Required	8-Aug	Gates 80 - 89
117	825-9060	514-8255	8323-A	191	58.TYNU.701290			8-Aug	Gates 90 - 99
118	825-9061	514-8256	8324-A	192	58.TYNU.701291			8-Aug	Gates 90 - 99
119	825-9044	514-8258	8275-A	193	58.TYNU.701292			8-Aug	Gates 90 - 99
120	825-9075	514-8154	8094-A	194	58.TYNU.701293			8-Aug	Hub
121	825-9076	514-8155	8096-A	195	58.TYNU.701294			8-Aug	Hub
122	825-9077	514-8156	8154-A	196	58.TYNU.701295			8-Aug	Hub
123	825-9078	514-8157	8155-A	197	58.TYNU.701296			8-Aug	Hub

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	<u>BellSouth</u>	<u>SMNI</u>	<u>BellSouth</u>	<u>Sprint</u>	<u>BellSouth</u>	<u>BellSouth</u>	<u>BellSouth</u>	<u>Due</u>	<u>LOCATION</u>
	<u>Old #</u>	<u>NEW #</u>	<u>Cable Pair</u>	<u>Cable Pair</u>	<u>SubLoop Circuit #</u>	<u>Disc Order</u>	<u>Loop Order</u>	<u>Date</u>	
124	825-9079	514-8158	8099-A	198	58.TYNU.701297			8-Aug	Hub
125	825-9080	514-8159	8100-A	199	58.TYNU.701298			8-Aug	Hub
126	825-9368	514-8315	1447-A	200	58.TYNU.701299			8-Aug	Ticketing
127	825-9367	514-8316	1446-A	201	58.TYNU.701300			8-Aug	Ticketing
128	825-9366	514-8317	1445-A	202	58.TYNU.701301			8-Aug	Ticketing
129	825-9371	514-8318	1450-A	203	58.TYNU.701302			8-Aug	Ticketing
130	825-9370	514-8319	1449-A	204	58.TYNU.701303			8-Aug	Ticketing
131	825-9369	514-8320	1448-A	205	58.TYNU.701304			8-Aug	Ticketing
132	240-0631	514-8160	8070-A	206	58.TYNU.701305			11-Aug	Gates 70 - 79
133	825-9001	514-8161	8057-A	207	58.TYNU.701306			11-Aug	Gates 70 - 79
134	825-9002	514-8162	8053-A	208	58.TYNU.701307			11-Aug	Gates 70 - 79
135	825-9000	Disconnect	8056-A	N/A	Not Required		Not Required	11-Aug	Gates 70 - 79
136	825-9062	514-8257	8325-A	209	58.TYNU.701309			11-Aug	Gates 90 - 99
137	240-2253	514-8259	8254-A	210	58.TYNU.701310			11-Aug	Gates 90 - 99
138	825-9042	514-8260	8273-A	211	58.TYNU.701311			11-Aug	Gates 90 - 99
139	825-9084	514-8224	8590-A	212	58.TYNU.701312			11-Aug	Hub
140	825-9085	514-8225	8591-A	213	58.TYNU.701313			11-Aug	Hub
141	825-9086	514-8226	8592-A	214	58.TYNU.701314			11-Aug	Hub
142	825-9087	514-8227	8593-A	215	58.TYNU.701315			11-Aug	Hub
143	825-9088	514-8228	8594-A	216	58.TYNU.701316			11-Aug	Hub
144	825-9089	514-8229	8595-A	217	58.TYNU.701317			11-Aug	Hub
145	825-9355	514-8321	1435-A	218	58.TYNU.701318			11-Aug	Ticketing
146	825-9354	514-8322	1434-A	219	58.TYNU.701319			11-Aug	Ticketing
147	825-9353	514-8323	1433-A	220	58.TYNU.701320			11-Aug	Ticketing
148	825-9358	514-8324	1438-A	221	58.TYNU.701321			11-Aug	Ticketing
149	825-9357	514-8325	1437-A	222	58.TYNU.701322			11-Aug	Ticketing
150	825-9356	514-8326	1436-A	223	58.TYNU.701323			11-Aug	Ticketing
151	825-9765	514-8425	514	224	58.TYNU.701324			11-Aug	Ticketing
152	825-9763	514-8426	513	225	58.TYNU.701325			11-Aug	Ticketing
153	825-9401	514-8427	509	226	58.TYNU.701326			11-Aug	Ticketing
154	825-9766	514-8428	516	227	58.TYNU.701327			11-Aug	Ticketing
155	825-9762	514-8429	511	228	58.TYNU.701328			11-Aug	Ticketing
156	825-9402	514-8430	510	229	58.TYNU.701329			11-Aug	Ticketing
157	825-9122	514-8145	8103-A	230	58.TYNU.701330			12-Aug	Gates 60 - 69
158	825-9117	514-8146	8080-A	231	58.TYNU.701331			12-Aug	Gates 60 - 69
159	825-9118	514-8147	8084-A	232	58.TYNU.701332			12-Aug	Gates 60 - 69
160	825-9119	514-8148	8086-A	233	58.TYNU.701333			12-Aug	Gates 60 - 69
161	825-9120	514-8149	8085-A	234	58.TYNU.701334			12-Aug	Gates 60 - 69
162	825-9121	514-8150	8087-A	235	58.TYNU.701335			12-Aug	Gates 60 - 69
163	825-9063	514-8151	7995-A	236	58.TYNU.701336			12-Aug	Hub
164	825-9064	514-8152	7996-A	237	58.TYNU.701337			12-Aug	Hub

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	BellSouth	SMNI	BellSouth	Sprint	BellSouth	BellSouth	BellSouth	Due	
	Old #	NEW #	Cable Pair	Cable Pair	SubLoop Circuit #	Disc Order	Loop Order	Date	LOCATION
165	825-9085	514-8153	7997-A	238	58.TYNU.701338			12-Aug	Hub
166	825-9081	514-8186	8794-A	239	58.TYNU.701339			12-Aug	Hub
167	825-9082	514-8187	8796-A	240	58.TYNU.701340			12-Aug	Hub
168	825-9083	514-8188	8797-A	241	58.TYNU.701341			12-Aug	Hub
169	825-9109	514-8230	8421-A	242	58.TYNU.701342			12-Aug	Hub
170	825-9110	514-8231	8422-A	243	58.TYNU.701343			12-Aug	Hub
171	825-9108	514-8232	8420-A	244	58.TYNU.701344			12-Aug	Hub
172	825-9719	514-8413	1124	245	58.TYNU.701345			12-Aug	Ticketing
173	825-9755	514-8414	1125	246	58.TYNU.701346			12-Aug	Ticketing
174	825-9435	514-8415	1109	247	58.TYNU.701347			12-Aug	Ticketing
175	825-9758	514-8416	1127	248	58.TYNU.701348			12-Aug	Ticketing
176	825-9760	514-8417	1122	249	58.TYNU.701349			12-Aug	Ticketing
177	825-9437	514-8418	1108	250	58.TYNU.701350			12-Aug	Ticketing
178	825-9127	514-8139	8087-A	251	58.TYNU.701351			13-Aug	Gates 60 - 69
179	825-9128	514-8140	8083-A	252	58.TYNU.701352			13-Aug	Gates 60 - 69
180	825-9123	514-8141	8104-A	253	58.TYNU.701353			13-Aug	Gates 60 - 69
181	825-9124	514-8142	8101-A	254	58.TYNU.701354			13-Aug	Gates 60 - 69
182	825-9125	514-8143	8102-A	255	58.TYNU.701355			13-Aug	Gates 60 - 69
183	825-9126	514-8144	8081-A	256	58.TYNU.701356			13-Aug	Gates 60 - 69
184	240-0634	514-8168	8068-A	257	58.TYNU.701357			13-Aug	Gates 70 - 79
185	825-9005	514-8169	8061-A	258	58.TYNU.701358			13-Aug	Gates 70 - 79
186	825-9004	514-8170	8060-A	259	58.TYNU.701359			13-Aug	Gates 70 - 79
187	825-9006	Disconnect	8062-A	N/A	Not Required		Not Required	13-Aug	Gates 70 - 79
188	240-2126	514-8207	8471-A	260	58.TYNU.701361			13-Aug	Gates 80 - 89
189	825-9020	514-8209	8473-A	261	58.TYNU.701362			13-Aug	Gates 80 - 89
190	825-9021	514-8211	8480-A	262	58.TYNU.701363			13-Aug	Gates 80 - 89
191	825-9054	514-8218	8546-A	263	58.TYNU.701364			13-Aug	Gates 80 - 89
192	825-9055	514-8219	8547-A	264	58.TYNU.701365			13-Aug	Gates 80 - 89
193	825-9056	514-8220	8545-A	265	58.TYNU.701366			13-Aug	Gates 80 - 89
194	825-9740	514-8446		266	58.TYNU.701367			13-Aug	Ticketing
195	825-9738	514-8447		267	58.TYNU.701368			13-Aug	Ticketing
196	825-9422	514-8448		268	58.TYNU.701369			13-Aug	Ticketing
197	825-9735	514-8449		269	58.TYNU.701370			13-Aug	Ticketing
198	825-9736	514-8450		270	58.TYNU.701371			13-Aug	Ticketing
199	825-9823	514-8451		271	58.TYNU.701372			13-Aug	Ticketing
200	New	514-8452		272	58.TYNU.701373			13-Aug	Ticketing
201	New	514-8453		273	58.TYNU.701374			13-Aug	Ticketing
202	New	514-8454		274	58.TYNU.701375			13-Aug	Ticketing
203	New	514-8455		275	58.TYNU.701376			13-Aug	Ticketing
204	New	514-8456		276	58.TYNU.701377			13-Aug	Ticketing
205	New	514-8457		277	58.TYNU.701378			13-Aug	Ticketing

Exhibit A. SMW-OIA

	BellSouth	SMNI	BellSouth	Sprint	BellSouth	BellSouth	BellSouth	Due	
	Old #	NEW #	Cable Pair	Cable Pair	SubLoop Circuit #	Disc Order	Loop Order	Date	LOCATION
206	240-2048	514-8201		278	58 TYNU 701379			14-Aug	Gates 80 - 89
207	240-1918	514-8202		279	58 TYNU 701380			14-Aug	Gates 80 - 89
208	825-9019	514-8203		280	58 TYNU 701381			14-Aug	Gates 80 - 89
209	825-9016	514-8212		281	58 TYNU 701382			14-Aug	Gates 80 - 89
210	240-1910	514-8213		282	58 TYNU 701383			14-Aug	Gates 80 - 89
211	240-1739	514-8214		283	58 TYNU 701384			14-Aug	Gates 80 - 89
212	825-9017	Disconnect		N/A	Not Required		Not Required	14-Aug	Gates 80 - 89
213	825-9018	Disconnect		N/A	Not Required		Not Required	14-Aug	Gates 80 - 89
214	825-9031	514-8249		284	58 TYNU 701387			14-Aug	Gates 90 - 99
215	240-2437	514-8250		285	58 TYNU 701388			14-Aug	Gates 90 - 99
216	825-9032	514-8251		286	58 TYNU 701389			14-Aug	Gates 90 - 99
217	825-9034	Disconnect		N/A	Not Required		Not Required	14-Aug	Gates 90 - 99
218	825-9746	514-8458		287	58 TYNU 701391			14-Aug	Ticketing
219	825-9427	514-8459		288	58 TYNU 701392			14-Aug	Ticketing
220	825-9741	514-8460		289	58 TYNU 701393			14-Aug	Ticketing
221	825-9743	514-8461		290	58 TYNU 701394			14-Aug	Ticketing
222	825-9430	514-8462		291	58 TYNU 701395			14-Aug	Ticketing
223	825-9744	514-8463		292	58 TYNU 701396			14-Aug	Ticketing
224	825-9495	514-8542		293	58 TYNU 701397			14-Aug	Ticketing
225	825-9494	514-8543		294	58 TYNU 701398			14-Aug	Ticketing
226	825-9493	514-8544		295	58 TYNU 701399			14-Aug	Ticketing
227	825-9492	514-8545		296	58 TYNU 701400			14-Aug	Ticketing
228	825-9491	514-8546		297	58 TYNU 701401			14-Aug	Ticketing
229	825-9490	514-8547		298	58 TYNU 701402			14-Aug	Ticketing
230	825-9023	514-8206		299	58 TYNU 701403			15-Aug	Gates 80 - 89
231	825-9024	514-8208		300	58 TYNU 701404			15-Aug	Gates 80 - 89
232	240-2138	514-8210		301	58 TYNU 701405			15-Aug	Gates 80 - 89
233	825-9031	514-8242		302	58 TYNU 701406			15-Aug	Gates 90 - 99
234	825-9030	514-8243		303	58 TYNU 701407			15-Aug	Gates 90 - 99
235	240-2434	514-8244		304	58 TYNU 701408			15-Aug	Gates 90 - 99
236	825-9029	Disconnect		N/A	Not Required		Not Required	15-Aug	Gates 90 - 99
237	825-9802	514-8369		305	58 TYNU 701410			15-Aug	Parking Garage
238	825-9800	514-8510		306	58 TYNU 701411			15-Aug	Parking Garage
239	825-9130	514-8364		307	58 TYNU 701412			15-Aug	Shuttle Space 18
240	825-9129	514-8509		308	58 TYNU 701413			15-Aug	Shuttle Space 18
241	825-9506	514-8536		309	58 TYNU 701414			15-Aug	Ticketing
242	825-9505	514-8537		310	58 TYNU 701415			15-Aug	Ticketing
243	825-9504	514-8538		311	58 TYNU 701416			15-Aug	Ticketing
244	825-9503	514-8539		312	58 TYNU 701417			15-Aug	Ticketing
245	825-9502	514-8540		313	58 TYNU 701418			15-Aug	Ticketing
246	825-9507	514-8541		314	58 TYNU 701419			15-Aug	Ticketing

Exhibit A SMW-OIA

	BellSouth	SMNI	BellSouth	Sprint	BellSouth	BellSouth	BellSouth	Due	LOCATION
	Old #	NEW #	Cable Pair	Cable Pair	Sub Loop Circuit #	Disc Order	Loop Order	Date	
247	New	514-8419		315	58 TYNU 701420			15-Aug	Ticketing/Great Hall
248	New	514-8420		316	58 TYNU 701421			15-Aug	Ticketing/Great Hall
249	New	514-8421		317	58 TYNU 701422			15-Aug	Ticketing/Great Hall
250	New	514-8422		318	58 TYNU 701423			15-Aug	Ticketing/Great Hall
251	New	514-8423		319	58 TYNU 701424			15-Aug	Ticketing/Great Hall
252	New	514-8424		320	58 TYNU 701425			15-Aug	Ticketing/Great Hall
253	825-9301	514-8327		321	58 TYNU 701428			18-Aug	Baggage Claim
254	825-9302	514-8328		322	58 TYNU 701427			18-Aug	Baggage Claim
255	825-9303	514-8329		323	58 TYNU 701428			18-Aug	Baggage Claim
256	825-9304	514-8330		324	58 TYNU 701429			18-Aug	Baggage Claim
257	825-9300	514-8333		325	58 TYNU 701430			18-Aug	Baggage Claim
258	825-9305	514-8334		326	58 TYNU 701431			18-Aug	Baggage Claim
259	825-9336	514-8339		327	58 TYNU 701432			18-Aug	Baggage Claim
260	825-9335	514-8340		328	58 TYNU 701433			18-Aug	Baggage Claim
261	825-9334	514-8341		329	58 TYNU 701434			18-Aug	Baggage Claim
262	825-9795	514-8115		330	58 TYNU 701435			18-Aug	Gates 50 - 59
263	825-9843	514-8116		331	58 TYNU 701436			18-Aug	Gates 50 - 59
264	825-9792	514-8117		332	58 TYNU 701437			18-Aug	Gates 50 - 59
265	825-9782	514-8118		333	58 TYNU 701438			18-Aug	Gates 50 - 59
266	825-9793	514-8119		334	58 TYNU 701439			18-Aug	Gates 50 - 59
267	825-9791	514-8084		335	58 TYNU 701440			18-Aug	Hub
268	825-9783	514-8066		336	58 TYNU 701441			18-Aug	Hub
269	825-9413	514-8068		337	58 TYNU 701442			18-Aug	Hub
270	825-9789	514-8069		338	58 TYNU 701443			18-Aug	Hub
271	825-9787	514-8070		339	58 TYNU 701444			18-Aug	Hub
272	825-9784	514-8071		340	58 TYNU 701445			18-Aug	Hub
273	825-9786	514-8072		341	58 TYNU 701446			18-Aug	Hub
274	825-9785	514-8073		342	58 TYNU 701447			18-Aug	Hub
275	851-5560	514-8074		343	58 TYNU 701448			18-Aug	Hub
276	825-9307	514-8331		344	58 TYNU 701449			19-Aug	Baggage Claim
277	825-9308	514-8332		345	58 TYNU 701450			19-Aug	Baggage Claim
278	825-9308	514-8335		346	58 TYNU 701451			19-Aug	Baggage Claim
279	825-9309	514-8336		347	58 TYNU 701452			19-Aug	Baggage Claim
280	825-9310	514-8337		348	58 TYNU 701453			19-Aug	Baggage Claim
281	825-9311	514-8338		349	58 TYNU 701454			19-Aug	Baggage Claim
282	825-9339	514-8342		350	58 TYNU 701455			19-Aug	Baggage Claim
283	825-9340	514-8346		351	58 TYNU 701456			19-Aug	Baggage Claim
284	825-9341	514-8347		352	58 TYNU 701457			19-Aug	Baggage Claim
285	825-9590	514-8099		353	58 TYNU 701458			19-Aug	Gates 40 - 49
286	825-9591	514-8100		354	58 TYNU 701459			19-Aug	Gates 40 - 49
287	825-9586	514-8101		355	58 TYNU 701460			19-Aug	Gates 40 - 49

Exhibit A. SMW-OIA

	BellSouth	SMNI	BellSouth	Sprint	BellSouth	BellSouth	BellSouth	Due	
	Old #	NEW #	Cable Pair	Cable Pair	Sub Loop Circuit #	Disc Order	Loop Order	Date	LOCATION
288	825-9587	514-8102		356	58.TYNU.701461			19-Aug	Gates 40 - 49
289	825-9588	514-8103		357	58.TYNU.701462			19-Aug	Gates 40 - 49
290	825-9589	514-8104		358	58.TYNU.701463			19-Aug	Gates 40 - 49
291	851-4593	514-8132		359	58.TYNU.701464			19-Aug	Hub
292	825-9809	514-8133		360	58.TYNU.701465			19-Aug	Hub
293	825-9807	514-8134		361	58.TYNU.701466			19-Aug	Hub
294	825-9803	514-8135		362	58.TYNU.701467			19-Aug	Hub
295	825-9806	514-8136		363	58.TYNU.701468			19-Aug	Hub
296	825-9804	514-8137		364	58.TYNU.701469			19-Aug	Hub
297	825-8414	514-8138		365	58.TYNU.701470			19-Aug	Hub
298	825-9343	514-8343		366	58.TYNU.701471			20-Aug	Baggage Claim
299	825-9338	514-8344		367	58.TYNU.701472			20-Aug	Baggage Claim
300	825-9337	514-8345		368	58.TYNU.701473			20-Aug	Baggage Claim
301	825-9345	514-8348		369	58.TYNU.701474			20-Aug	Baggage Claim
302	825-9344	514-8349		370	58.TYNU.701475			20-Aug	Baggage Claim
303	825-9597	514-8105		371	58.TYNU.701476			20-Aug	Gates 40 - 49
304	825-9592	514-8106		372	58.TYNU.701477			20-Aug	Gates 40 - 49
305	825-9593	514-8107		373	58.TYNU.701478			20-Aug	Gates 40 - 49
306	825-9594	514-8108		374	58.TYNU.701479			20-Aug	Gates 40 - 49
307	825-9595	514-8109		375	58.TYNU.701480			20-Aug	Gates 40 - 49
308	825-9596	514-8110		376	58.TYNU.701481			20-Aug	Gates 40 - 49
309	825-9790	514-8065		377	58.TYNU.701482			20-Aug	Hub
310	825-9794	514-8067		378	58.TYNU.701483			20-Aug	Hub
311	851-5462	514-8111		379	58.TYNU.701484			20-Aug	Hub
312	825-9799	514-8112		380	58.TYNU.701485			20-Aug	Hub
313	825-9788	514-8113		381	58.TYNU.701486			20-Aug	Hub
314	825-9788	514-8114		382	58.TYNU.701487			20-Aug	Hub
315	858-8503	514-8368		383	58.TYNU.701488			20-Aug	Taxi / Bus Holding Area
316	888-8604	514-8367		384	58.TYNU.701489			20-Aug	Taxi / Bus Holding Area
317	888-9476	514-8368		385	58.TYNU.701490			20-Aug	Taxi / Bus Holding Area
318	825-9328	514-8353		386	58.TYNU.701491			21-Aug	Car Rental
319	825-9323	514-8354		387	58.TYNU.701492			21-Aug	Car Rental
320	825-9322	514-8355		388	58.TYNU.701493			21-Aug	Car Rental
321	825-9321	514-8356		389	58.TYNU.701494			21-Aug	Car Rental
322	825-9314	514-8361		390	58.TYNU.701495			21-Aug	Car Rental
323	825-9313	514-8362		391	58.TYNU.701496			21-Aug	Car Rental
324	825-9312	514-8363		392	58.TYNU.701497			21-Aug	Car Rental
325	851-4313	514-8075		393	58.TYNU.701498			21-Aug	Gates 30 - 39
326	851-4458	514-8076		394	58.TYNU.701499			21-Aug	Gates 30 - 39
327	825-9815	514-8077		395	58.TYNU.701500			21-Aug	Gates 30 - 39
328	825-9814	514-8078		396	58.TYNU.701501			21-Aug	Gates 30 - 39

Exhibit , - SMW-OIA

	BellSouth Old #	SMNI NEW #	BellSouth Cable Pair	Sprint Cable Pair	BellSouth SubLoop Circuit #	BellSouth Disc Order	BellSouth Loop Order	Due Date	LOCATION
329	825-9813	514-8079		397	58.TYNU.701502			21-Aug	Gates 30 - 39
330	825-9811	514-8080		398	58.TYNU.701503			21-Aug	Gates 30 - 39
331	825-9558	514-8093		399	58.TYNU.701504			21-Aug	Gates 40 - 49
332	825-9560	514-8094		400	58.TYNU.701505			21-Aug	Gates 40 - 49
333	825-9561	514-8095		401	58.TYNU.701506			21-Aug	Gates 40 - 49
334	825-9556	514-8096		402	58.TYNU.701507			21-Aug	Gates 40 - 49
335	825-9559	514-8097		403	58.TYNU.701508			21-Aug	Gates 40 - 49
336	825-9557	514-8098		404	58.TYNU.701509			21-Aug	Gates 40 - 49
337	825-9805	514-8385		405	58.TYNU.701510			21-Aug	Parking Garage
338	825-9801	514-8508		406	58.TYNU.701511			21-Aug	Parking Garage
339	825-9609	514-8394		407	58.TYNU.701512			25-Aug	Baggage Claim
340	825-9607	514-8395		408	58.TYNU.701513			25-Aug	Baggage Claim
341	825-9611	514-8396		409	58.TYNU.701514			25-Aug	Baggage Claim
342	825-9432	514-8397		410	58.TYNU.701515			25-Aug	Baggage Claim
343	825-9704	514-8407		411	58.TYNU.701516			25-Aug	Baggage Claim
344	825-9703	514-8409		412	58.TYNU.701517			25-Aug	Baggage Claim
345	825-9707	514-8410		413	58.TYNU.701518			25-Aug	Baggage Claim
346	825-9668	514-8373		414	58.TYNU.701519			25-Aug	Car Rental
347	825-9673	514-8374		415	58.TYNU.701520			25-Aug	Car Rental
348	825-9640	514-8375		416	58.TYNU.701521			25-Aug	Car Rental
349	825-9671	514-8376		417	58.TYNU.701522			25-Aug	Car Rental
350	825-9682	514-8381		418	58.TYNU.701523			25-Aug	Car Rental
351	825-9679	514-8382		419	58.TYNU.701524			25-Aug	Car Rental
352	825-9681	514-8383		420	58.TYNU.701525			25-Aug	Car Rental
353	825-9810	514-8126		421	58.TYNU.701526			25-Aug	Gates 50 - 59
354	825-9796	514-8127		422	58.TYNU.701527			25-Aug	Gates 50 - 59
355	825-9812	514-8128		423	58.TYNU.701528			25-Aug	Gates 50 - 59
356	825-9817	514-8129		424	58.TYNU.701529			25-Aug	Gates 50 - 59
357	825-9417	514-8130		425	58.TYNU.701530			25-Aug	Gates 50 - 59
358	825-9415	514-8131		426	58.TYNU.701531			25-Aug	Gates 50 - 59
359	825-9612	514-8402		427	58.TYNU.701532			26-Aug	Baggage Claim
360	825-9610	514-8403		428	58.TYNU.701533			26-Aug	Baggage Claim
361	825-9608	514-8404		429	58.TYNU.701534			26-Aug	Baggage Claim
362	825-9433	514-8405		430	58.TYNU.701535			26-Aug	Baggage Claim
363	825-9718	514-8408		431	58.TYNU.701536			26-Aug	Baggage Claim
364	825-9725	514-8411		432	58.TYNU.701537			26-Aug	Baggage Claim
365	825-9721	514-8412		433	58.TYNU.701538			26-Aug	Baggage Claim
366	825-9674	514-8370		434	58.TYNU.701539			26-Aug	Car Rental
367	825-9858	514-8371		435	58.TYNU.701540			26-Aug	Car Rental
368	825-9672	514-8372		436	58.TYNU.701541			26-Aug	Car Rental
369	825-9678	514-8377		437	58.TYNU.701542			26-Aug	Car Rental

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Exhibit . SMW-OIA

	BellSouth	SMNI	BellSouth	Sprint	BellSouth	BellSouth	BellSouth	Due		
	Old #	NEW #	Cable Pair	Cable Pair	SubLoop	Circuit #	Disc Order	Loop Order	Date	LOCATION
370	825-9680	514-8378		438	58.TYNU.701543				26-Aug	Car Rental
371	825-9677	514-8379		439	58.TYNU.701544				26-Aug	Car Rental
372	825-9676	514-8380		440	58.TYNU.701545				26-Aug	Car Rental
373	851-4900	514-8120		441	58.TYNU.701546				26-Aug	Gates 50 - 59
374	851-4964	514-8121		442	58.TYNU.701547				26-Aug	Gates 50 - 59
375	851-5147	514-8122		443	58.TYNU.701548				26-Aug	Gates 50 - 59
376	825-9416	514-8123		444	58.TYNU.701549				26-Aug	Gates 50 - 59
377	825-9418	514-8124		445	58.TYNU.701550				26-Aug	Gates 50 - 59
378	825-9787	514-8125		446	58.TYNU.701551				26-Aug	Gates 50 - 59
379	825-9734	514-8384		447	58.TYNU.701552				27-Aug	Baggage Claim
380	825-9723	514-8385		448	58.TYNU.701553				27-Aug	Baggage Claim
381	825-9729	514-8390		449	58.TYNU.701554				27-Aug	Baggage Claim
382	825-9712	514-8393		450	58.TYNU.701555				27-Aug	Baggage Claim
383	825-9733	514-8398		451	58.TYNU.701556				27-Aug	Baggage Claim
384	825-9706	514-8399		452	58.TYNU.701557				27-Aug	Baggage Claim
385	825-9714	514-8400		453	58.TYNU.701558				27-Aug	Baggage Claim
386	825-9699	514-8401		454	58.TYNU.701559				27-Aug	Baggage Claim
387	825-9701	514-8406		455	58.TYNU.701560				27-Aug	Baggage Claim
388	825-9690	514-8464		456	58.TYNU.701561				27-Aug	Baggage Claim
389	825-9692	514-8465		457	58.TYNU.701562				27-Aug	Baggage Claim
390	825-9694	514-8466		458	58.TYNU.701563				27-Aug	Baggage Claim
391	825-9861	514-8470		459	58.TYNU.701564				27-Aug	Baggage Claim
392	825-9641	514-8471		460	58.TYNU.701565				27-Aug	Baggage Claim
393	825-9646	514-8476		461	58.TYNU.701566				27-Aug	Baggage Claim
394	825-9730	514-8386		462	58.TYNU.701567				26-Aug	Baggage Claim
395	825-9726	514-8387		463	58.TYNU.701568				26-Aug	Baggage Claim
396	825-9731	514-8388		464	58.TYNU.701569				26-Aug	Baggage Claim
397	825-9727	514-389		465	58.TYNU.701570				26-Aug	Baggage Claim
398	825-9717	514-8391		466	58.TYNU.701571				26-Aug	Baggage Claim
399	825-9720	514-8392		467	58.TYNU.701572				26-Aug	Baggage Claim
400	825-9648	514-8467		468	58.TYNU.701573				26-Aug	Baggage Claim
401	825-9642	514-8468		469	58.TYNU.701574				26-Aug	Baggage Claim
402	825-9644	514-8469		470	58.TYNU.701575				26-Aug	Baggage Claim
403	825-9634	514-8474		471	58.TYNU.701576				26-Aug	Baggage Claim
404	825-9635	514-8475		472	58.TYNU.701577				26-Aug	Baggage Claim
405	825-9700	514-8478		473	58.TYNU.701578				26-Aug	Baggage Claim
406	825-9695	514-8482		474	58.TYNU.701579				26-Aug	Baggage Claim
407	825-9697	514-8483		475	58.TYNU.701580				26-Aug	Baggage Claim
408	825-9639	514-8484		476	58.TYNU.701581				26-Aug	Baggage Claim
409	825-9693	514-8486		477	58.TYNU.701582				26-Aug	Baggage Claim
410	825-9696	514-8490		478	58.TYNU.701583				26-Aug	Baggage Claim

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Exhibit A SMW-OIA

	BellSouth <u>Old #</u>	SMNI <u>NEW #</u>	BellSouth <u>Cable Pair</u>	Sprint <u>Cable Pair</u>	BellSouth <u>Sub Loop Circuit #</u>	BellSouth <u>Disc Order</u>	BellSouth <u>Loop Order</u>	Due <u>Date</u>	<u>LOCATION</u>
411	825-9655	514-8491		479	58.TYNU.701584			28-Aug	Baggage Claim
412	825-9659	514-8494		480	58.TYNU.701585			28-Aug	Car Rental
413	825-9660	514-8495		481	58.TYNU.701586			28-Aug	Car Rental
414	825-9683	514-8496		482	58.TYNU.701587			28-Aug	Car Rental
415	825-9636	514-8472		483	58.TYNU.701588			29-Aug	Baggage Claim
416	825-9638	514-8473		484	58.TYNU.701589			29-Aug	Baggage Claim
417	825-9637	514-8477		485	58.TYNU.701590			29-Aug	Baggage Claim
418	825-9647	514-8479		486	58.TYNU.701591			29-Aug	Baggage Claim
419	825-9643	514-8480		487	58.TYNU.701592			29-Aug	Baggage Claim
420	825-9645	514-8481		488	58.TYNU.701593			29-Aug	Baggage Claim
421	825-9698	514-8485		489	58.TYNU.701594			29-Aug	Baggage Claim
422	825-9650	514-8488		490	58.TYNU.701595			29-Aug	Baggage Claim
423	825-9649	514-8489		491	58.TYNU.701596			29-Aug	Baggage Claim
424	825-9656	514-8497		492	58.TYNU.701597			29-Aug	Car Rental
425	825-9655	514-8498		493	58.TYNU.701598			29-Aug	Car Rental
426	825-9657	514-8499		494	58.TYNU.701599			29-Aug	Car Rental
427	825-9685	514-8500		495	58.TYNU.701600			29-Aug	Car Rental
428	851-0019	514-8008		496	58.TYNU.701601			29-Aug	Hub
429	825-9842	514-8009		497	58.TYNU.701602			29-Aug	Hub
430	825-9830	514-8010		498	58.TYNU.701603			29-Aug	Hub
431	825-9833	514-8011		499	58.TYNU.701604			29-Aug	Hub
432	825-9838	514-8012		500	58.TYNU.701605			29-Aug	Hub
433	825-9836	514-8013		501	58.TYNU.701606			29-Aug	Hub
434	851-0017	514-8014		502	58.TYNU.701607			29-Aug	Hub
435	825-9687	514-8487		503	58.TYNU.701608			2-Sep	Baggage Claim
436	825-9691	514-8492		504	58.TYNU.701609			2-Sep	Baggage Claim
437	825-9689	514-8493		505	58.TYNU.701610			2-Sep	Baggage Claim
438	825-9662	514-8501		506	58.TYNU.701611			2-Sep	Car Rental
439	825-9661	514-8502		507	58.TYNU.701612			2-Sep	Car Rental
440	825-9667	514-8503		508	58.TYNU.701613			2-Sep	Car Rental
441	825-9666	514-8504		509	58.TYNU.701614			2-Sep	Car Rental
442	825-9450	514-8518		510	58.TYNU.701615			2-Sep	Car Rental
443	825-9449	514-8519		511	58.TYNU.701616			2-Sep	Car Rental
444	825-9448	514-8520		512	58.TYNU.701617			2-Sep	Car Rental
445	825-9622	514-8001		513	58.TYNU.701618			2-Sep	Hub
446	825-9623	514-8002		514	58.TYNU.701619			2-Sep	Hub
447	825-9412	514-8053		515	58.TYNU.701620			2-Sep	Hub
448	825-9823	514-8054		516	58.TYNU.701621			2-Sep	Hub
449	825-9849	514-8055		517	58.TYNU.701622			2-Sep	Hub
450	825-9824	514-8056		518	58.TYNU.701623			2-Sep	Hub
451	825-9825	514-8057		519	58.TYNU.701624			2-Sep	Hub

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Docket NO. 971314-TP

Exhibit A SMW-OIA

	BellSouth Old #	SMNI NEW #	BellSouth Cable Pair	Sprint Cable Pair	BellSouth SubLoop Circuit #	BellSouth Disc Order	BellSouth Loop Order	Due Date	LOCATION
452	825-9832	514-8058		520	58.TYNU.701625			2-Sep	Hub
453	825-9411	514-8059		521	58.TYNU.701626			2-Sep	Hub
454	825-9864	514-8505		522	58.TYNU.701627			3-Sep	Car Rental
455	825-9863	514-8506		523	58.TYNU.701628			3-Sep	Car Rental
456	825-9633	514-8507		524	58.TYNU.701629			3-Sep	Car Rental
457	825-9451	514-8521		525	58.TYNU.701630			3-Sep	Car Rental
458	825-9452	514-8522		526	58.TYNU.701631			3-Sep	Car Rental
459	825-9453	514-8523		527	58.TYNU.701632			3-Sep	Car Rental
460	825-9026	514-8022		528	58.TYNU.701633			3-Sep	Gates 1 - 9
461	825-9844	514-8023		529	58.TYNU.701634			3-Sep	Gates 1 - 9
462	825-9829	514-8024		530	58.TYNU.701635			3-Sep	Gates 1 - 9
463	825-9847	514-8025		531	58.TYNU.701636			3-Sep	Gates 1 - 9
464	851-1235	514-8026		532	58.TYNU.701637			3-Sep	Gates 1 - 9
465	851-1154	514-8027		533	58.TYNU.701638			3-Sep	Gates 1 - 9
466	825-9781	514-8045		534	58.TYNU.701639			3-Sep	Gates 20 - 29
467	825-9852	514-8046		535	58.TYNU.701640			3-Sep	Gates 20 - 29
468	825-9854	514-8047		536	58.TYNU.701641			3-Sep	Gates 20 - 29
469	825-9780	514-8048		537	58.TYNU.701642			3-Sep	Gates 20 - 29
470	851-0475	514-8003		538	58.TYNU.701643			3-Sep	Hub
471	825-9841	514-8004		539	58.TYNU.701644			3-Sep	Hub
472	825-9848	514-8005		540	58.TYNU.701645			3-Sep	Hub
473	825-9845	514-8006		541	58.TYNU.701646			3-Sep	Hub
474	851-0029	514-8007		542	58.TYNU.701647			3-Sep	Hub
475	825-9456	514-8527		543	58.TYNU.701648			4-Sep	Baggage Claim
476	825-9455	514-8528		544	58.TYNU.701649			4-Sep	Baggage Claim
477	825-9454	514-8529		545	58.TYNU.701650			4-Sep	Baggage Claim
478	825-9439	514-8511		546	58.TYNU.701651			4-Sep	Car Rental
479	825-9440	514-8512		547	58.TYNU.701652			4-Sep	Car Rental
480	825-9441	514-8513		548	58.TYNU.701653			4-Sep	Car Rental
481	851-2051	514-8039		549	58.TYNU.701654			4-Sep	Gates 10 - 19
482	851-2272	514-8040		550	58.TYNU.701655			4-Sep	Gates 10 - 19
483	825-9840	514-8041		551	58.TYNU.701656			4-Sep	Gates 10 - 19
484	825-9837	514-8042		552	58.TYNU.701657			4-Sep	Gates 10 - 19
485	825-9831	514-8043		553	58.TYNU.701658			4-Sep	Gates 10 - 19
486	851-2350	514-8044		554	58.TYNU.701659			4-Sep	Gates 10 - 19
487	825-9851	514-8049		555	58.TYNU.701660			4-Sep	Gates 20 - 29
488	825-9853	514-8050		556	58.TYNU.701661			4-Sep	Gates 20 - 29
489	851-2389	514-8051		557	58.TYNU.701662			4-Sep	Gates 20 - 29
490	851-2451	514-8052		558	58.TYNU.701663			4-Sep	Gates 20 - 29
491	825-9628	514-8028		559	58.TYNU.701664			4-Sep	Hub
492	825-9628	514-8029		560	58.TYNU.701665			4-Sep	Hub

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	BellSouth Old #	SMNI NEW #	BellSouth Cable Pair	Sprint Cable Pair	BellSouth SubLoop Circuit #	BellSouth Disc Order	BellSouth Loop Order	Due Date	LOCATION
493	825-9627	514-8030		561	58 TYNU.701666			4-Sep	Hub
494	825-9406	514-8031		562	58 TYNU.701667			4-Sep	Hub
495	851-2023	514-8015		563	58 TYNU.701668			5-Sep	Gates 1 - 9
496	851-1256	514-8016		564	58 TYNU.701669			5-Sep	Gates 1 - 9
497	825-9832	514-8017		565	58 TYNU.701670			5-Sep	Gates 1 - 9
498	825-9850	514-8018		566	58 TYNU.701671			5-Sep	Gates 1 - 9
499	825-9875	514-8019		567	58 TYNU.701672			5-Sep	Gates 1 - 9
500	825-9834	514-8020		568	58 TYNU.701673			5-Sep	Gates 1 - 9
501	825-9839	514-8021		569	58 TYNU.701674			5-Sep	Gates 1 - 9
502	825-9407	514-8032		570	58 TYNU.701675			5-Sep	Gates 10 - 19
503	825-9831	514-8033		571	58 TYNU.701676			5-Sep	Gates 10 - 19
504	825-9624	514-8034		572	58 TYNU.701677			5-Sep	Gates 10 - 19
505	825-9830	514-8035		573	58 TYNU.701678			5-Sep	Gates 10 - 19
506	825-9825	514-8036		574	58 TYNU.701679			5-Sep	Gates 10 - 19
507	825-9829	514-8037		575	58 TYNU.701680			5-Sep	Gates 10 - 19
508	825-9408	514-8038		576	58 TYNU.701681			5-Sep	Gates 10 - 19
509	825-9409	514-8060		577	58 TYNU.701682			5-Sep	Hub
510	825-9828	514-8061		578	58 TYNU.701683			5-Sep	Hub
511	825-9846	514-8062		579	58 TYNU.701684			5-Sep	Hub
512	825-9410	514-8063		580	58 TYNU.701685			5-Sep	Hub
513	825-9391	514-8350		581	58 TYNU.701686			8-Sep	Car Rental
514	825-9328	514-8351		582	58 TYNU.701687			8-Sep	Car Rental
515	825-9327	514-8352		583	58 TYNU.701688			8-Sep	Car Rental
516	825-9320	514-8357		584	58 TYNU.701689			8-Sep	Car Rental
517	825-9317	514-8358		585	58 TYNU.701690			8-Sep	Car Rental
518	825-9316	514-8359		586	58 TYNU.701691			8-Sep	Car Rental
519	825-9315	514-8360		587	58 TYNU.701692			8-Sep	Car Rental
520	825-9820	514-8081		588	58 TYNU.701693			8-Sep	Gates 30 - 39
521	825-9819	514-8082		589	58 TYNU.701694			8-Sep	Gates 30 - 39
522	825-9818	514-8083		590	58 TYNU.701695			8-Sep	Gates 30 - 39
523	825-9816	514-8084		591	58 TYNU.701696			8-Sep	Gates 30 - 39
524	851-4518	514-8085		592	58 TYNU.701697			8-Sep	Gates 30 - 39
525	851-4571	514-8086		593	58 TYNU.701698			8-Sep	Gates 30 - 39
526	825-9563	514-8087		594	58 TYNU.701699			8-Sep	Gates 40 - 49
527	825-9564	514-8088		595	58 TYNU.701700			8-Sep	Gates 40 - 49
528	825-9565	514-8089		596	58 TYNU.701701			8-Sep	Gates 40 - 49
529	825-9566	514-8090		597	58 TYNU.701702			8-Sep	Gates 40 - 49
530	825-9567	514-8091		598	58 TYNU.701703			8-Sep	Gates 40 - 49
531	825-9562	514-8092		599	58 TYNU.701704			8-Sep	Gates 40 - 49
532	825-9882	514-8431		600	58 TYNU.701705			9-Sep	Great Hall
533	825-9771	514-8432		601	58 TYNU.701706			9-Sep	Great Hall

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	BellSouth	SMNI	BellSouth	Sprint	BellSouth	BellSouth	BellSouth	Due	
	Old #	NEW #	Cable Pair	Cable Pair	SubLoop Circuit #	Disc Order	Loop Order	Date	LOCATION
534	825-9772	514-8433		602	58.TYNU.701707			9-Sep	Great Hall
535	825-9752	514-8434		603	58.TYNU.701708			9-Sep	Great Hall
536	825-9751	514-8435		604	53.TYNU.701709			9-Sep	Great Hall
537	825-9761	514-8436		605	58.TYNU.701710			9-Sep	Great Hall
538	825-9773	514-8437		606	58.TYNU.701711			9-Sep	Great Hall
539	825-9619	514-8438		607	58.TYNU.701712			9-Sep	Great Hall
540	825-9618	514-8439		608	58.TYNU.701713			9-Sep	Great Hall
541	825-9617	514-8440		609	58.TYNU.701714			9-Sep	Great Hall
542	825-9616	514-8441		610	58.TYNU.701715			9-Sep	Great Hall
543	825-9615	514-8442		611	58.TYNU.701716			9-Sep	Great Hall
544	825-9614	514-8443		612	58.TYNU.701717			9-Sep	Great Hall
545	825-9613	514-8444		613	58.TYNU.701718			9-Sep	Great Hall
546	851-3080	514-8445		614	58.TYNU.701719			9-Sep	Great Hall
547	825-9778	514-8548		615	58.TYNU.701720			9-Sep	Toll Plaza A
548	825-9779	514-8549		616	58.TYNU.701721			9-Sep	Toll Plaza B

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	<u>BellSouth</u>	<u>SMNI</u>	<u>BellSouth</u>	<u>Sprint</u>	<u>BellSouth</u>	<u>BellSouth</u>	<u>BellSouth</u>	<u>Due</u>	
	<u>Old #</u>	<u>NEW #</u>	<u>Cable Pair</u>	<u>Cable Pair</u>	<u>SubLoop Circuit #</u>	<u>Disc Order</u>	<u>Loop Order</u>	<u>Date</u>	<u>LOCATION</u>
534	825-9772	514-8433		602	58.TYNU.701707			9-Sep	Great Hall
535	825-9752	514-8434		603	58.TYNU.701708			9-Sep	Great Hall
536	825-9751	514-8435		604	58.TYNU.701709			9-Sep	Great Hall
537	825-9761	514-8436		605	58.TYNU.701710			9-Sep	Great Hall
538	825-9773	514-8437		606	58.TYNU.701711			9-Sep	Great Hall
539	825-9619	514-8438		607	58.TYNU.701712			9-Sep	Great Hall
540	825-9618	514-8439		608	58.TYNU.701713			9-Sep	Great Hall
541	825-9617	514-8440		609	58.TYNU.701714			9-Sep	Great Hall
542	825-9616	514-8441		610	58.TYNU.701715			9-Sep	Great Hall
543	825-9615	514-8442		611	58.TYNU.701716			9-Sep	Great Hall
544	825-9614	514-8443		612	58.TYNU.701717			9-Sep	Great Hall
545	825-9613	514-8444		613	58.TYNU.701718			9-Sep	Great Hall
546	851-3080	514-8445		614	58.TYNU.701719			9-Sep	Great Hall
547	825-9778	514-8548		615	58.TYNU.701720			9-Sep	Toll Plaza A
548	825-9779	514-8549		616	58.TYNU.701721			9-Sep	Toll Plaza B

AMENDMENT

TO

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

Pursuant to this Agreement (the "Amendment"), Sprint Metropolitan Networks, Inc ("SMNT") and BellSouth Telecommunications, Inc. ("BellSouth") hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Interconnection Agreement between the Parties dated March 13, 1997 ("Interconnection Agreement")

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

1. The Parties agree that the rate for Space Construction Fee in Attachment C-1, Rates for Physical Interconnection shall be amended as follows

Rate Element	Application/Description	Type of Charge	Rate
Space Construction Fee	Covers materials and construction of optional cage in 100 square foot increments	Nonrecurring	\$4,500.00 See Note 2

Note 2 - Applies only to collocators who wish to purchase an arrangement enclosure

2. The Parties agree that the rate table contained in Attachment C-2 to the Interconnection Agreement shall be amended as follows

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	\$0.30	\$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 the 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.

3. The Parties further agree that either or both of the Parties is authorized to submit this Amendment to the Florida State Public Service Commission or other regulatory body having jurisdiction over the subject matter of this Amendment, for approval subject to Section 252(e) of the federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

SPRINT METROPOLITAN NETWORKS, INC.

By Richard A. Van

DATE 7-17-97

BELLSOUTH TELECOMMUNICATIONS, INC.

By [Signature]

DATE 07/09/97

AMENDMENT

TO

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

Pursuant to this Agreement (the "Amendment"), Sprint Metropolitan Networks, Inc. ("SMNI") and BellSouth Telecommunications, Inc. ("BellSouth") hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Interconnection Agreement between the Parties dated March 13, 1997 ("Interconnection Agreement")

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

1. The Parties agree that the rate table contained in Attachment 2-C to the Interconnection Agreement shall be amended as follows:

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	\$0.30	\$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 the 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.

2 The Parties further agree that either or both of the Parties is authorized to submit this Amendment to the Florida State Public Service Commission or other regulatory body having jurisdiction over the subject matter of this Amendment, for approval subject to Section 252(e) of the federal Telecommunications Act of 1996

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below

SPRINT METROPOLITAN
NETWORKS, INC

By *Richard A. Wain*

DATE 7-15-97

BELLSOUTH TELECOMMUNICATIONS
INC

By _____

DATE _____

ATTACHMENT A

OPERATING SUBSIDIARIES OF
SPRINT METROPOLITAN NETWORKS, INC.

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

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.

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) Signaling" 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.

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

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.

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 stricture, and both Parties agree to implementation of permanent number portability at the earliest possible point in time.

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 (MDF) 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

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 Line" 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.

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-RDS-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.

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

assigned to specific individual local exchange end office switchers, 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 PGD 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 pay 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:

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.

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 hosting (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 101XX record as defined in the EMR Bellcore Practice BR 010-200-010.

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.

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 involves 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.

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.

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 to 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.

ATTACHMENT C-1 (cont'd)

BellSouth Zone A Offices - as of May 1996

EX - Exempt from Physical

STATE	CITY	OFFICE	CELL STATUS
AL	Birmingham	Main & Toll	BRHMALMA EX
	Montgomery	Main & Toll	MTGMALMT
	Mobile	Azalea	MOBLALAZ
FL	Boca Raton	Boca Boca	BCKRFLBT
	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
		Westconnect	JCVLFLWC
		Mandarin Avenue	MNDRFLAV EX
		Mandarin L. Centro	MNDRFLLO
	Lake Mary	Lake Mary	LKMRFLMA EX
	Miami	Grand	MIAMFLGR
		Palmetto	MIAMFLPL
		Alhambra	MIAMFLAE
		Bayside	MIAMFLBA
		Metro	MIAMFLME
	Melbourne	Main	MLBRFLMA
	Orlando	Magnolia	ORLDFLMA
		Azalea Park	ORLDFLAP
		Sand Lake	ORLDFLSL
		Pinecastle	ORLDFLPC
		Pinehills	ORLDFLPH
	West Palm Beach	Annex (Main Annex)	WPBHFLAN

ATTACHMENT C-1 (cont'd)

GA	Athens	Athens	ATHNGAMA	
	Ariana	Courtland St	ATLNGACS	
		Peachtree Pl	ATLNCAPP	
		Buckhead	ATLNGABU	
		East Point	ATLNGAEP	
		Toco Hills	ATLNGATH	
		Sandy Springs	ATLNGASS	
	Lilburn	Lilburn	LLBNGAMA	
	Snaryna	Power Ferry	SMYRGAPP	
		Snaryna Main	SMYRGAMA	
	Tucker	Tucker Main	TUKRGAMA	EX
	Roswell	Roswell Main	RSWLGAMA	
	Norcross	Norcross Main	NRCRGAMA	
	Marietta	Marietta Main	MRRTGAMA	
	Dunwoody	Dunwoody Main	DNWDGAMA	
	Alpharetta	Alpharetta Main	ALPRGAMA	
	Columbus	Columbus Main	CLMBGAMT	
KY	Louisville	Armory Place	LSVLKYAP	EX
		Westport Rd	LSVLKYWE	EX
		Beechmont	LSVLKYBE	
		Bardstown Road	LSVLKYBR	EX
		Fern Creek	LSVLKYFC	
		JTowa	LSVLKYIT	
		Mathews	LSVLKYSM	
		Third Street	LSVLKYTS	
LA	New Orleans	Main	NWORLAMA	
	Baton Rouge	Main	BTRGLAMA	
MS	Hattiesburg	Hattiesburg Main	HTBGMSMA	
	Jackson	Cap Pearl	JCSNMSCP	
	Vicksburg	Vicksburg	VCBGMSMA	
NC	Cary	Central	NARYNCCE	
	Chapel Hill	Rosemary	CPHLNCRO	
	Charlotte	Caldwell	CHRLNCCA	
		South Boulevard	CHRLNCBO	

ATTACHMENT C-1 (cont'd)

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

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 \$1,800 - not to exceed \$8,500 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	\$29,748.00 \$4,500.00 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 DSI/DS3 cross-connect, respectively	Monthly Recurring	\$1.20/\$5.00 See Note 4
Cross-Connects	Per DSI/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 collectors who wish to purchase a steel-gauge cage enclosure. Carriers may also pay \$330.00 per square foot for the floor 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 collector does not supply their own POT bay.

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

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:

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.

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 DSI level for connection with the SMNI's point of interface. The multiplexing can be done on a concentrated basis (delivers at 2 DSI level to customer premise) or on a non-concentrated basis (delivers at 4 DSI 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 Element			Industry	Resubmitting Charge				
				First	Add'l			
Unbundled Loop Channelization System (DS1 to VO), Per System			\$X.XX	\$XX.XX	N/A			
Central Office Channel Interface (i.e. its specific plug-in equipment), 1 per circuit			\$X.XX	\$X.XX	\$X.XX			

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.				

Kentucky

Louisiana

Rate Elements	Rate	Per	Rate Elements	Rate	Per
Monthly			Monthly		
Residence Port	\$X.XX		Residence Port	\$X.XX	
Business Port	\$X.XX		Business Port	\$X.XX	
PBX Trunk Port	\$X.XX		PBX Trunk Port	\$X.XX	
Rotary Service	\$X.XX		Rotary Service	\$X.XX	
Usage-Mileage Bands			Usage-Mileage Bands		
A (0 miles)	\$X.XX	init. min. addl. min.	0 (0 miles)	\$X.XX	init. min. addl. min.
B (1-10 miles)	\$X.XX	init. min. addl. min.	A (1-10 miles)	\$7.XX	init. min. addl. min.
C (Greater than 10 miles Limited LCA)	\$X.XX	init. min. addl. min.	B (11-16 miles)	\$X.XX	init. min. addl. min.
D (1-10 miles beyond Limited LCA)	\$X.XX	init. min. addl. min.	C (17-22 miles)	\$X.XX	init. min. addl. min.
E (11-16 miles beyond Limited LCA)	\$X.XX	init. min. addl. min.	D (23-30 miles Basic LCA and Intra Parish Expanded LCA)	\$X.XX	init. min. addl. min.
F (17-22 miles beyond Limited LCA)	\$X.XX	init. min. addl. min.	E (Greater than 30 miles Basic LCA and Intra Parish Expanded LCA)	\$X.XX	init. min. addl. min.
G (23-30 miles beyond Limited LCA)	\$X.XX	init. min. addl. min.	F (23-30 miles Inter-Parish Expanded LCA)	\$X.XX	init. min. addl. min.
H (31-40 miles beyond Limited LCA)	\$X.XX	init. min. addl. min.	G (31-40 miles Inter-Parish Expanded LCA)	\$X.XX	init. min. addl. min.
I (Greater than 40 miles beyond Limited LCA)	\$X.XX	init. min. addl. min.	H (Greater than 40 miles Inter-Parish)	\$X.XX	init. min. addl. min.

Mississippi

N. Carolina

S. Carolina

Rate Elements	Rate	Per	Rate Elements	Rate	Rate Elements	Rate
Monthly			Monthly		Monthly	
Residence Port	\$X.XX		Residence Port	\$X.XX	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
Usage-Mileage Bands			Usage-(STS)		Usage-(STS)	
A (0 miles)	\$X.XX	init. min. addl. min.	- init. min.	\$X.XX	- Basic Svc. area	\$X.XX
B (1-10 miles)	\$X.XX	init. min. addl. min.	- add'l min.	\$X.XX	- Expanded Svc. area	\$X.XX
C (11-18 miles, existing LCA described in A3.6 greater than 16 miles and calls to county seat greater than 16 miles)	\$X.XX	init. min. addl. min.				
D (17-30 miles)	\$X.XX	init. min. addl. min.				
E (31-55 miles Blind LATA)	\$X.XX	init. min. addl. min.				
F (31-55 miles Jackson LATA)	\$X.XX	init. min. addl. min.				
G (56-85 miles Blind LATA)	\$X.XX	init. min. addl. min.				

Tennessee

Rate Elements	Rate	Per
Monthly		
Residence Port	\$X.XX	
Business Port	\$X.XX	
PBX Trunk Port	\$7.XX	
Rotary Service	\$X.XX	
Usage-Mileage Bands		
A (0-16 miles)	\$0.00	none
B (17-30 miles)	\$0.00	none
C (> 30 miles)	\$0.10	none

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 AJN 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.

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*	<u>\$395.00</u>	—	—	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.

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 NXK'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

**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.

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.

(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 Customer'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.

(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,

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

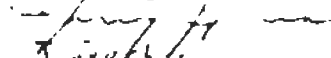
remain in full force and effect to the extent permissible or appropriate in furtherance of the intent of this Agreement.

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.

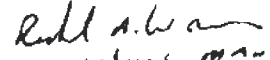
9.07. This Agreement shall be deemed to be a contract made under the laws of the State of Georgia, and the construction, interpretation and performance of this Agreement and all transactions hereunder shall be governed by the domestic law of such State.

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

BELLSOUTH TELECOMMUNICATIONS, INC.

By: 
Title: *Director*
Date: *3/12/97*
Address: *3491 BSC*
675 West Peachtree Street, N.E.
Atlanta, Georgia 30375

SPRINT METROPOLITAN NETWORKS, INC.

By: 
Title: *Operations Manager*
Date: *3/12/97*
Address: *Box 162922*
Altamonte Springs, Florida 32716 2922

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 location of use of his end user.	—	\$91.00
CCS7 Signaling Connections	Rates, terms and conditions for CCS7 Signaling Connections are as set forth in Section B6.8 of BellSouth Telecommunication's Inc.'s Intrastate Access Services Tariff.		

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 Tariff.**

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.**

ATTACHMENT C-9**Unbundled Products and Services and New Services**

Service: Access to 911 Service

Description: Provide 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 in 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.

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.

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 desire.

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.			

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 Element	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	\$0.25
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 \$0.08 \$0.08 \$0.12
Number Services Intercept Access Service	Number Services Intercept Access refers calls from disconnected numbers to the proper number or numbers. 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 Interstate 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 Interstate 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 Interstate 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 Original 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 Interstate Access Service Tariff F.C.C. No. 1.		

Special Service Requirements:

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.

ATTACHMENT

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.

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

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.

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. Wanner / ops mgr
(title)

WITNESS:

BELLSOUTH TELECOMMUNICATIONS, INC.

Kristen Ferguson

Ray H. [unclear]
(title)

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 Intraregion 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).

- 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.

- 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 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).

- 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 intraLATA 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	

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

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

ATTACHMENT D**SERVICE PROVIDER NUMBER PORTABILITY-REMOTE (RCP)****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

ATTACHMENT E

LOCAL INTERCONNECTION SERVICE

Service: Service Provider Number Portability-Direct Inward Dialed (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 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	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 ALBC is collocated at the ported number end office.

ATTACHMENT E (cont'd)

State(s):

Georgia

Kentucky

Rate Element	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 \$39.75	per mile fac. term.	— \$100.49	— fac. term.	\$23.50 \$90.00	per mile fac. term.	— \$100.49	— fac. term.

ATTACHMENT E (cont'd)

Rate Elements	North Carolina				South Carolina			
	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	trunk-init.	\$13.00	trunk	\$164.00	trunk init.
			\$83.00	trunk-sub			\$81.00	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	—	—	\$23.50	per mile	—	—
	\$90.00	fac. term.	\$100.49	fac. term.	\$90.00	fac. term.	\$100.49	fac. term.

Rate Elements	Tennessee			
	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	trunk-init.
			\$83.00	trunk-sub.
DS1 Local Channel	\$133.81	LC	\$866.97	LC-First
			\$486.83	LC-Add'l
DS1 Dedicated Transport	\$23.50	per mile	—	—
	\$90.00	fac. term.	\$100.49	fac. term.

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.

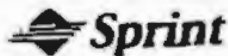
6. In the event that an End User disputes actions taken by SMNI as a result of a submission by SMNI of a service request for disconnection or termination of a previously submitted local service request for which it did not have proper End User authorization, then SMNI will indemnify and hold harmless 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

RAW-3



Melissa Chase
Executive Director, Market Integration

Local Market Integration
1000 North 11th Street, Suite 1000
Atlanta, GA 30309
Phone: 404.488.8888
Fax: 404.488.8888
www.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?"

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. Cloz

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

EXHIBIT

RAW-4



BellSouth Interconnection Services
Suite 440
Two Chase Corporate Drive
Birmingham, Alabama 35244

Fax 205 988-1888
205 988-1788

Carol B. Jarman
Sales Assistant Vice President
Sprint Account Team

April 25, 1997

Ms. Melissa Cloz
Director Local Market Development
Sprint Metropolitan Networks, Inc.
154 Southhall Lane Suite 400B
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.

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

RAW-5

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	C000555	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 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.

^B 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.brl	09/15/97	09/18/97	3	09/26/97
Customer B	N001850	09/25/97	09/28/97	4	09/30/97
^A Customer C	NSIGT10	09/26/97	10/01/97	5	10/01/97
^B Customer D	OTC.ds1	09/23/97	NO FOC	*Did not receive FOC	10/02/97
^B Customer E	Access ds1	09/12/97	No FOC	* Did not receive FOC	09/22/97

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 SO Begin	ASR SO End	Number of Business Days From ASR to FOC	FOC Received
Customer A	barr.ds1	06/24/97	06/26/97	3	06/01/97
Customer B	N002861	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	06/24/97
Customer F	N007900B	06/05/97	06/11/97	5	07/18/97
Customer G	lakehl.ds0	06/17/97	06/23/97	4	07/12/97
Customer H	N007900A	06/05/97	06/11/97	5	07/18/97
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

EXHIBIT

RAW-6



George V. Head
Vice President
Local Market Integration
7301 College Blvd
Overland Park KS 68210
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

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

GVH:tt

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

EXHIBIT

RAW-7



BellSouth International Services Fax 205 988-1888
Suite 448 205 988-1700
Two Chase Corporate Drive
Birmingham, Alabama 35244

Carol E. 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 IAESS 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.

Ms. Melissa Clo.
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 CLEC 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

RAW-8



BellSouth Telecommunications, Inc. 404 827-7140
Suite 4423 Fax 404 523-0346
675 West Peachtree Street, N.E.
Atlanta, Georgia 30375

Joseph M. Baker
Vice President - Sales
Interconnection Services

SN91081198

June 1, 1997

To: All Competitive Local Exchange Carriers

BellSouth is pleased to provide you initial target intervals for the provisioning of Unbundled Network Elements (UNEs). This attached list replaces any other information you may have received from BellSouth on this subject.

Your company can use these target intervals when placing firm service order requests or for general planning purposes. BellSouth will make every effort to accommodate service requests utilizing these intervals. As with all service provisioning requests, these target intervals assume normal working conditions including safety, load, weather, and availability of equipment and facilities. Final due date commitments will be provided via the Firm Order Confirmation (FOC) process for each individual order.

BellSouth hopes that this list will meet your product and planning needs to facilitate your conducting business. Please address any questions and concerns you may have on this subject through your account team representative.

Sincerely,



J. M. Baker

Attachment

	Quantity	Targeted Installation Interval (in business days)
UNBUNDLED LOOPS		
2 Wire analog voice grade loop	1 - 5	5
	6 - 14	7
	15 +	ICB
4 Wire analog voice grade loop	1 - 5	5
	6 - 14	7
	15 +	ICB
4 Wire DS1 & PRI digital loop	1 - 5	5
	6 - 14	7
	15 +	ICB
2 Wire ISDN digital loop	1 - 5	4
	6 - 14	5
	15 +	ICB
ADSL - 2 Wire asymmetrical digital subscriber line loop	1 - 14	30
	15 +	ICB
HDSL - 2 wire & 4 wire high bit rate digital subscriber line loop	1 - 14	30
	15 +	ICB
LOOP CONCENTRATION (Inside Plant)		
Loop channelization system	1	90
Central Office Channel Interfaces 2Wire voice	1	30
Central Office Channel Interfaces 4 Wire voice	1	30
SUB LOOPS (Outside Plant)		
Loop Feeder	1	30
Loop Concentration (dependent on equipment and right of way)	1	30-90
NL WORK INTERFACE DEVICE (NID)		
NID TO NID Cross Connect 2 wire	1 - 14	5
	15 +	ICB
NID To NID Cross Connect 4 wire	1 - 14	5
	15 +	ICB
NID Spare Capacity	1 - 14	5
	15 +	ICB
OPEN AIN (OAIN)		
OAIN tool kit	1	45
OAIN service management system	1	45
CCS7 SIGNALING TRANSPORT SERVICE		
A-Link Signaling	1	60
D-Link Signaling	1	60
STP - Signaling Transfer Point	1	60

Recommended UNE Provisioning Targets

	Quantity	Targeted Installation Interval (in business days)
UNBUNDLED INTEROFFICE TRANSPORT		
Interoffice Transport Analog line grade	1	30
Interoffice Transport DSO	1	30
Interoffice Transport DS1	1	30
Interoffice Transport DS3	1	30
O/S AND DA UNES		
Operator Call Processing - OPCH, FACH, BLV, EI, ECT	1	30
Operator Call Processing - Facility Based OPCH, FACH, ECT	1	30
Operator Call Processing - Facility Based BLV, EI	1	30
Directory Assistance Access Service (DAAS)	1	30
Directory Assistance Call Completion (DACC)	1	30
Directory Assistance Number Services Intercept (DANSI)	1	30
Directory Assistance Transport	1	30
Directory Assistance Database Service (DADS)	1	30
Direct Access to DA service (DADAS)	1	30
DIGITAL CROSS CONNECT		
DCS 1/0	1	7
DCS 3/1	1	7
DCS 3/0	1	7
CUSTOMIZED CALL ROUTING (Selective Routing - LCC)		
1 - 5 LCC	1 - 5	30
6 - 25 LCC	6 - 25	60
> 25 LCC	25 +	ICB
UNBUNDLED LOCAL SWITCHING		
2 Wire analog line port	1 - 10	3
	11 - 25	4
	25 +	ICB
Hunting	1	5
	1 - 10	5
	11 - 25	6
2 Wire analog DID trunk port	1 - 10	5
	11 - 25	6
	25 +	ICB
2 Wire ISDN digital line side port	1 - 10	5
	11 - 25	6
	25 +	ICB
4 Wire ISDN DS1 digital trunk port	1 - 10	5
	11 - 25	6
	25 +	ICB
Switching functionality	1	5
Unbundled Local Usage (entire local calling area)	1	5

Recommended UNE Provisioning Targets

	Quantity	Targeted Installation Interval (In business days)
UNBUNDLED ACCESS TO OSS		
Preorder	1	30
Order/Provisioning	1	30
Maintenance/repair	1	30
ACCESS TO DATABASES		
800 Database	1	7
Line Information Database (LIDB)	1	30
NUMBER PORTABILITY		
RCF - Remote Call Forwarding	1 - 25	2
	26 - 50	3
	51 +	ICB
DID - Direct Inward Dial		
Initial request - trunk group to be established	Initial	30
Subsequent request - trunk group in place	1 - 100	5
	100+	ICB

NOTES:

1. The assigned provisioning date assumes the availability of facilities and equipment
2. ICB means Individual Case Basis. Contact your Account Manager to determine the appropriate interval.