

1 INTRODUCTION AND SUMMARY

2 Q: Please state your name and address.

3 A: My name is Greg Beveridge, and my business address is 188 Inverness
4 Drive West, Englewood, Colorado 80112.

5 Q: By whom are you employed and in what position?

6 A: I am employed by MediaOne, Inc. My job title is Vice President -
7 Technology Strategy. My responsibilities include development of the
8 engineering strategy for technology and the use of capital, the identification
9 of strategic projects in MediaOne Labs that support engineering methods
10 and new products, senior management oversight of FCC compliance
11 matters, and intellectual property/patents development.

12 Q: Please relate your experience in the telecommunications industry.

13 A: Since 1968, I have held a variety of positions in the telecommunications
14 industry, starting with television and radio broadcast transmitter operations
15 and maintenance for the U.S. Army during a tour in South Vietnam, and
16 five years in broadcasting subsequent to my military tour. I have spent 25
17 years in the telephone industry, first with U S WEST, and now with
18 MediaOne. In that time, I have worked in microwave radio engineering,
19 digital carrier system design and acceptance engineering, fiber optic system
20 design, architecture development, international business development,
21 competitive intelligence, and a variety of other sub-disciplines related to
22 network technologies. My current position involves technologies from both
23 the traditional cable television industry and the traditional telephone

1 industry. I have been published in a variety of trade magazines and IEEE
2 journals, represented U S WEST and MediaOne in various public policy
3 efforts to FCC and other governmental entities, and been part of senior
4 negotiating teams for various business efforts throughout the world. I have
5 also led various standards efforts in the industry that have resulted in new
6 national standards for telecommunications protocols (e.g., Zero Byte Time
7 Slot Interchange, ZBTISI, for Clear Channel Capability).

8 Q: What is the purpose of your testimony?

9 A: My testimony will describe the proposal BellSouth Telecommunications
10 (BellSouth) has advocated in its interconnection negotiations with
11 MediaOne for the provision of unbundled network terminating wire
12 (UNTW) in multiple dwelling unit (MDU) buildings. I will also describe
13 the problems BellSouth's proposal creates for competitive local exchange
14 carriers (CLECs) who wish to serve MDU residents. Finally, I will present
15 the proposal MediaOne has advocated in the negotiations and explain why
16 that proposal will create complete parity among all local exchange carriers
17 (LECs) who serve MDU residents, without jeopardizing any customer's
18 service.

19 BELLSOUTH'S INITIAL UNTW PROPOSAL

20 Q: Please describe BellSouth's UNTW proposal.

21 A: On August 17, 1998, BellSouth presented its proposal to provide UNTW as
22 an unbundled network element in a document entitled, "Unbundled
23 Network Terminating Wire - MediaOne Information Package." I have

1 attached a copy of that document to my testimony as Attachment 1. More
2 recently, BellSouth has presented specific contract language, which revises
3 their position in some respects. I have attached that document to my
4 testimony as Attachment 2. I believe a separate discussion of these two
5 proposals will better enable me to explain their shortcomings.

6 Q. How does BellSouth's initial proposal describe UNTW?

7 A. Referring to Attachment 1, BellSouth describes UNTW as a dedicated
8 transmission facility connecting BellSouth's loop distribution facilities to the
9 end-user premises in an MDU. The interconnection point between the
10 distribution plant and UNTW will usually be found in a wiring closet, a
11 garden terminal, or another type of cross-connect facility, and is typically at
12 a minimum point of entry (MPOE) to the building. BellSouth proposes to
13 provide UNTW circuits as non-designed 2- or 4-wire elements, without a
14 network interface device (Attachment 1, p. 4).

15 Q: How does BellSouth propose to provide UNTW?

16 A: BellSouth's initial proposal (Attachment 1) describes two "scenarios," a
17 "Wiring Closet Scenario" (Attachment 1, p. 5) and a "Garden Terminal
18 Scenario" (Attachment 1, p. 6); they are functionally identical. I will
19 describe the Wiring Closet Scenario; you might find it helpful to refer to
20 Attachment 3 to my testimony, which is taken directly from Attachment 1.
21 BellSouth proposes to install an "access" cross-connect panel (ACCESS
22 CSX) near the cross-connect panel that interconnects BellSouth's
23 distribution plant with the UNTW (BST CSX); the CLECs interconnect

1 their distribution plant to the ACCESS CSX. A BellSouth technician then
2 uses a cross-connect "jumper" wire to cross-connect the ACCESS CSX to
3 the BST CSX to provide the CLEC access to the appropriate UNTW pair.

4 Q: Are all UNTW pairs available to the CLECs?

5 A: No. BellSouth reserves a minimum of one pair, the "first" pair, for its own
6 use (Attachment 1, p. 4). BellSouth's initial proposal indicates it will
7 provide the first pair to a CLEC only if all "spare" pairs are in use and the
8 customer wishes to change service from BellSouth to the CLEC. It does
9 not indicate that BellSouth would surrender the first pair to enable a
10 CLEC to provide an additional line after it has displaced BellSouth for a
11 subscriber's primary line, thus implying that BellSouth would not make the
12 first pair available in that circumstance.

13 Q: What does BellSouth propose to charge for providing UNTW?

14 A: BellSouth proposes a charge of \$94 for "first time site preparation," which
15 apparently includes the connection of up to 25 UNTW pairs. Every
16 subsequent site visit to the same location would then incur a charge of
17 \$33.50. In addition, BellSouth would charge \$0.49 per month per UNTW
18 pair provided (Attachment 1, p. 10).

19 Q: Why does MediaOne object to BellSouth's initial UNTW proposal?

20 A: BellSouth's initial proposal is inefficient, costly, inconvenient to customers,
21 and it discriminates against the CLECs. It indeed makes a CLEC's use of
22 UNTW virtually impossible. Mr. Lane will explain how this proposal has
23 hindered MediaOne's efforts to market telephone service to MDU

1 residents.

2 Q: How does BellSouth's UNTW proposal hinder MediaOne's efforts to
3 market telephone service to MDU residents?

4 A: Only BellSouth has access to its original cross-connect (BST CSX). Under
5 BellSouth's proposal, provisioning a UNTW pair for a CLEC requires
6 BellSouth to send out a technician to reconfigure the wiring at or near the
7 building entrance. When BellSouth provisions service for one of its own
8 retail MDU customers, it has no need to call out a CLEC technician, even
9 if it is disconnecting CLEC service. Indeed, BellSouth can often provision
10 service without dispatching a technician; yet, its proposal would always
11 require the presence of a BellSouth technician, at CLEC expense, when the
12 CLEC provisions service.

13 Q. How would this proposal impede MediaOne's ability to serve MDU
14 customers?

15 A. The disparity between BellSouth's provision of UNTW to CLECs and its
16 own use of those facilities imposes significant and totally unnecessary
17 burdens on CLECs in at least three ways.

18 First, the CLEC must pay BellSouth every time BellSouth sends a
19 technician to provision a UNTW pair for the CLEC. The CLEC can
20 reduce these charges by ordering UNTW pairs to every unit in the
21 building, but it then must pay BellSouth \$0.49 a month for each pair,
22 whether it has a customer for that pair, or not. Moreover, because a
23 significant proportion of MediaOne's customers purchase two lines,
24 obtaining only one pair per MDU unit would still require MediaOne to pay

1 BellSouth for dispatching a technician in many instances. Obtaining two
2 UNTW pairs to each unit in an MDU (if they are available) doubles the
3 monthly cost to the CLEC, regardless whether it has any customers.
4 Alternatively, the CLEC can choose to order UNTW pairs only as it
5 acquires customers, but then it must pay \$33.50 every time (after the first
6 time) BellSouth dispatches a technician to rearrange the jumper wires
7 between the cross-connects. Either way, the CLEC's expenses are driven
8 up dramatically, and particularly so in comparison to BellSouth's.
9 Second, unless the CLEC chooses to pre-wire UNTW pairs to all units, it
10 will need to coordinate visits by its own technician and a BellSouth
11 technician to ensure that BellSouth has completed its work before the
12 MediaOne technician arrives, or else the service will not work. Given the
13 size of our service area, particularly in Jacksonville, merely coordinating
14 our technicians' schedules with our customers' is a significant task. If we
15 have to bring in a BellSouth technician as well, I fear it could become
16 impossible.
17 Finally, because this proposal does not include a network interface device
18 (NID), the CLEC must undertake the task of locating the "first" jack within
19 the unit - the point at which UNTW enters the unit. As I will explain
20 below, this is a significant task, and it would add significantly to the
21 CLECs' costs.

22 Q: You mentioned that BellSouth's initial proposal is inconvenient to
23 customers. Why is that?

- 1 A. Except in limited circumstances, BellSouth demands exclusive access to the
2 "first" UNTW pair. Therefore, when a CLEC wins an MDU customer, it
3 must reconnect the inside wiring within the unit to the particular UNTW
4 pair that BellSouth will allow it to use. In many MDUs, BellSouth has not
5 installed NIDs in the individual units, claiming that the demarcation point
6 between the UNTW and the inside wiring within the unit is behind the
7 "first" jack, the point at which UNTW enters the unit. In those cases the
8 CLEC technician must locate the first jack, disconnect the first UNTW
9 pair, and connect the CLEC pair.
- 10 Q: Is that a difficult task?
- 11 A: It can be very time-consuming. There is no practical way to know which is
12 the "first" telephone jack inside an end-user's premises: they are not
13 labeled. Since telephone inside wire typically takes the form of multipair
14 cable "looping through" all jacks, a jack-by-jack removal, inspection,
15 rewiring and repeated testing is the only conclusive way to determine
16 where the UNTW ends and the premises inside wire begins. I will
17 demonstrate this at hearing.
- 18 Q: Would BellSouth have to go through this exercise if it subsequently serves
19 a customer in that unit?
- 20 A: They will have to send a technician to the unit to rearrange the wiring,
21 though they will not have to locate the first jack, since the CLEC will
22 already have done that.
- 23 Q: Do these problems exist where BellSouth has installed a NID in each unit?

1 A. Unlike the first jack, a NID is readily identifiable, so the CLEC technician
2 would not have to locate the point of entry into the unit. But the CLEC
3 must still dispatch a technician to rearrange the wiring inside the unit - as
4 will BellSouth if it again serves a customer in that particular unit.

5 Q. Please summarize the defects in BellSouth's initial proposal.

6 A. BellSouth's initial proposal puts the CLECs at an enormous competitive
7 disadvantage as they attempt to serve MDU customers. First, the CLEC
8 must arrange and pay for the dispatch of a BellSouth technician to
9 rearrange the UNTW. Second, a CLEC technician must locate the first
10 jack in the unit and rearrange the wiring there. These tasks are not at all
11 necessary; they simply drive up the CLECs' costs and make it more difficult
12 for the CLECs to win customers in MDUs.

13 Q. Why do you say these tasks are unnecessary?

14 A. They serve no useful purpose. As I will explain below, CLEC technicians
15 are fully capable of rearranging UNTW without disrupting other customers'
16 service or otherwise harming BellSouth's facilities. And, if the CLECs can
17 use the first UNTW pair to serve an MDU customer, there is no need to
18 rearrange the wiring inside the unit. Ironically, BellSouth's initial proposal
19 does nothing to reduce BellSouth's costs when it regains the right to serve
20 an MDU unit. By retaining exclusive control of the first pair, BellSouth
21 avoids having to rearrange the UNTW (which takes only a few minutes),
22 but it still must dispatch a technician to rearrange the wiring within the
23 unit. The initial proposal thus simply drives up CLEC costs with no cost

1 benefit to BellSouth.

2 BELLSOUTH'S PROPOSED CONTRACT LANGUAGE

3 Q. How does BellSouth's contract language modify its initial proposal?

4 A. BellSouth's proposed contract language (Attachment 2) apparently differs
5 from its initial proposal in that it changes the circumstances in which
6 BellSouth will allow MediaOne to use the first UNTW pair, and it calls for
7 the installation of a NID in each MDU unit. I say "apparently" because
8 the first change may not have been intended and the second is a mirage.
9 Neither change does anything to correct the deficiencies of BellSouth's
10 initial proposal; indeed, I believe the proposed contract language
11 represents a step backward.

12 Q. How does the proposed contract language appear to change the criteria for
13 CLEC access to the first UNTW pair?

14 A. The proposed contract language (Attachment 2) addresses this issue in its
15 definition of "Spare Capacity or Spare Pair," which it defines as:

16 a pair that (1) is not the Provisioning Party's first pair or (2) is not
17 being utilized by the Provisioning Party [BellSouth] or by a third
18 party to provide an end user with working service or (3) is being
19 utilized by the Provisioning Party or a third party to provide an end-
20 user with service(s), but such service is subject to disconnect request
21 from the end user . . .

22 Because the three criteria are separated by the disjunctive "or," this passage
23 creates an implication that any pair meeting any of the criteria qualifies as

1 Spare Capacity and is thus eligible for provision to the "Requesting Party"
2 (MediaOne). If that was BellSouth's intent, however, the "first" pair would
3 become eligible for provision to MediaOne if it is not in use, or if the
4 service using it is subject to a disconnect request. But if BellSouth intends
5 to provide a first pair anytime it meets either criterion (2) or (3), there is
6 no reason for criterion (1), which implicitly affords the first pair some sort
7 of special treatment. I cannot discern from reading the contract language
8 when, if ever, BellSouth intends to allow MediaOne to use the first pair.
9 In any case, as I will explain below, MediaOne should have access to the
10 first pair any time it is available, that is, when it is not in use by BellSouth
11 or another CLEC.

12 Q. Please explain what the proposed contract language has to say about
13 installing a NID.

14 A: The proposed contract language states that whenever either party installs
15 UNTW in a new residential apartment complex, it will install NIDs
16 "incorporat[ing] plug and jack connectivity that facilitates an end user's
17 access to either or both carriers' services" (Section 6.4.2). This suggests
18 that the party installing UNTW should bear the responsibility for installing
19 NIDs. Yet, in existing MDUs in which BellSouth has not already installed
20 NIDs, MediaOne must install a NID (again with modular plug and jack
21 capability) whenever it wishes to serve a customer there (Section 4.1.1).
22 BellSouth does not explain why it should not be responsible for installing
23 NIDs in existing MDUs. After all, a NID in each unit is necessary only

1 because BellSouth demands exclusive (or near exclusive) access to the first
2 pair; MediaOne gets no benefit from it.

3 Q. How difficult is it to install a NID?

4 A. As described in the proposed contract language, it would be impossible.

5 As I mentioned, BellSouth defines the NID to include "modular plug and
6 jack and jack connectivity that facilitates an end user's access to either or
7 both carriers' services." BellSouth sometimes refers to this as a

8 "condominium" NID. Whatever they wish to call it, no such device exists.

9 If it did, it would be quite expensive, at least as described in the proposed
10 contract language.

11 Q. Why do you say that?

12 A. The proposed contract language includes a definition of "Network
13 Interface Device," which states that it "provides a protective ground
14 connection." Grounding provides protection against unplanned electrical
15 charges on the wiring, most obviously (and dangerously) from lightning
16 strikes. Premises wiring should be grounded at the MPOE, where it enters
17 the building; if that is done properly, there is no need to ground the
18 facilities at each unit. Incorporating into the NID a grounding capability
19 sufficient to protect against lightning strikes would be very costly.

20 Q. How difficult would it be to install NIDs?

21 A. Assuming the existence of a "condominium" NID, or the use of some other
22 type of NID, the installation process is simple in new construction and very
23 difficult in existing buildings. In a new MDU - where BellSouth agrees it

1 will install NIDs - NIDs can be installed when the building is wired, so the
2 technician will know where the wiring enters the unit. The installation
3 itself is not difficult. In an existing MDU - where BellSouth would require
4 MediaOne to install the NIDs - the technician must go through the
5 exercise of locating the first jack, as I described above.

6 Q. What benefit would MediaOne obtain from installing NIDs in existing
7 MDUs?

8 A. None.

9 Q. Would customers benefit from having NIDs installed in their apartments?

10 A. No. If the customer decides to change to a different LEC, the new LEC
11 will need to rewire the NID, forcing the customer to be home to give the
12 technician access to the premises, which most people find inconvenient.

13 Q. What if the customer has a "condominium" NID in their unit?

14 A. If such a device existed, it would still require the customer to unplug the
15 modular plug and plug it into the appropriate jack within the unit. None
16 of this is necessary.

17 Q. Why do you say that?

18 A. Because the new LEC can perform the necessary rearrangements to the
19 UNTW without ever entering the unit, and with no inconvenience to the
20 customer, if only BellSouth will permit it.

21 MEDIAONE'S UNTW PROPOSAL

22 Q: Please describe MediaOne's UNTW proposal.

23 A: Referring to Attachment 3, recall that, as BellSouth portrays its proposal,

1 both its distribution facilities and the UNTW terminate on the same "BST
2 CSX." That does not accurately portray the situation. In fact, the "BST
3 CSX" has two cross-connect "blocks" in close proximity, one for the
4 distribution facilities, and one for the UNTW; BellSouth provisions service
5 by connecting the two cross-connects with short "jumper" wires.
6 MediaOne's proposal, as depicted on Attachment 4, modifies BellSouth's
7 proposal in three respects:
8 First, we would separate the two cross-connects that constitute "BST CSX"
9 in BellSouth's proposal. (Depending on the physical configuration, this
10 might not require any actual rearrangement in some cases.)
11 Second, because the cross-connect on which the UNTW terminates is now
12 physically separate, it functionally becomes the "ACCESS CSX" for all
13 UNTW pairs. The additional cross-connect ("ACCESS CSX" on
14 Attachment 3) is no longer needed and is thus eliminated.
15 Third - and most important - all LECs have equal access to the "ACCESS
16 CSX," enabling all of them to provision service quickly, easily and on an
17 equal footing.

18 Q: How would they do that?

19 A: Assume an existing BellSouth customer. Referring to Attachment 4,
20 BellSouth provisioned that customer's service by connecting "BST CSX" to
21 "ACCESS CSX" by means of a cross-connect jumper wire. If CLEC-1 wins
22 that customer's business, its technician will simply disconnect BellSouth's

1 jumper, both at "BST CSX" and at "ACCESS CSX," and connect a new
2 jumper between "CLEC-1 CSX" and "ACCESS CSX," thereby connecting
3 its distribution facilities to the first UNTW pair. If another LEC, including
4 BellSouth, subsequently wins the customer, it can provision service in the
5 same manner.

6 Q: Is this a difficult procedure?

7 A: Not at all. Any competent technician can perform these tasks in minutes.
8 I will demonstrate that at hearing.

9 Q: How will the CLECs' technicians know which terminations to disconnect
10 and then reconnect?

11 A: BellSouth has that information in its Design Layout Records (DLRs),
12 which indicate exactly which UNTW pairs serve which units. Access to the
13 DLRs is thus key to MediaOne's proposal. For whatever reason, however,
14 BellSouth says it will not provide them (Attachment 1, p. 7). If the
15 Commission adopts MediaOne's proposal, it must require BellSouth to
16 provide copies of its DLRs.

17 Q: Does MediaOne's proposal resolve all the problems you noted with
18 BellSouth's proposal?

19 A: Yes. Unlike BellSouth's UNTW proposal, MediaOne's proposal would
20 provide all LECs with the same access to the "ACCESS CSX" thus
21 enabling them to provision service to a customer without involving the
22 customer's current LEC. That eliminates the cost disadvantage imposed on
23 the CLECs by BellSouth's proposal. It also eliminates the need to

1 coordinate the scheduling of technicians from the two companies. Finally,
2 it establishes the demarcation point at the MPOE, rather than within the
3 individual units. That means customers need not suffer the inconvenience
4 of having a technician enter their home to install or rewire a NID every
5 time they change local providers. Indeed, under MediaOne's proposal, a
6 CLEC can provision service to a unit without ever having to enter that
7 unit. MediaOne's proposal puts all LECs on an equal footing, and it will
8 finally bring real competition to the MDUs in MediaOne's serving territory.

9 Q: Would MediaOne's proposal jeopardize the service of other BellSouth
10 customers?

11 A: No. So long as each CLEC has access to the Design Layout Record, its
12 technicians can effect the necessary rearrangements in moments, with no
13 jeopardy to other customers' service. The arrangement proposed by
14 MediaOne is very similar to rearrangement and maintenance access found
15 between certified carriers at IXC/LEC points of presence, and connection
16 activities between local exchange carriers. Both parties are responsible to
17 safeguard customer service and networks.

18 Q: Does that conclude your testimony?

19 A: Yes.

BellSouth Unbundled Network Terminating Wire

ATTACHMENT 1

***Unbundled Network Terminating Wire
MediaOne Information Package***

BellSouth Unbundled Network Terminating Wire

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Service Overview

BellSouth Unbundled Network Terminating Wire

Service Description

The Unbundled Network Terminating Wire (UNTW) is a dedicated transmission facility that BellSouth provides from the Wiring Closet/Garden Terminal (or other type of cross-connect point) at the point of termination of BellSouth's loop distribution facilities to the end user premises. UNTW circuits are non-designed and can be provisioned as 2 or 4-wire elements. The UNTW will not include a Network Interface Device (NID).

When properly connected to the CLEC's loop distribution and NID facilities, this element will provide a communication pathway from the CLEC's facility to the end user's inside wire. It is the last segment of the field-side loop facilities which, in multi-subscriber configurations, represents the point at which the network branches out to serve individual subscribers. This facility will allow an end user to send and receive telecommunications traffic when it is properly connected to the CLEC's required network elements such as a loop distribution; loop feeder facility; Network Interface Device (NID); and either a circuit or packet switch.

UNTW will be provided in Multi-Dwelling Units (MDUs) and/or Multi-Tenants Units (MTUs) where BellSouth's network extends to the end-users premises. BellSouth will not provide UNTW in those locations where the property owner provides their own wiring to the end-user's premises.

UNTW will be made available in states where BellSouth is required to offer "sub-loop unbundling". These states are Florida, Georgia, Kentucky and Tennessee.

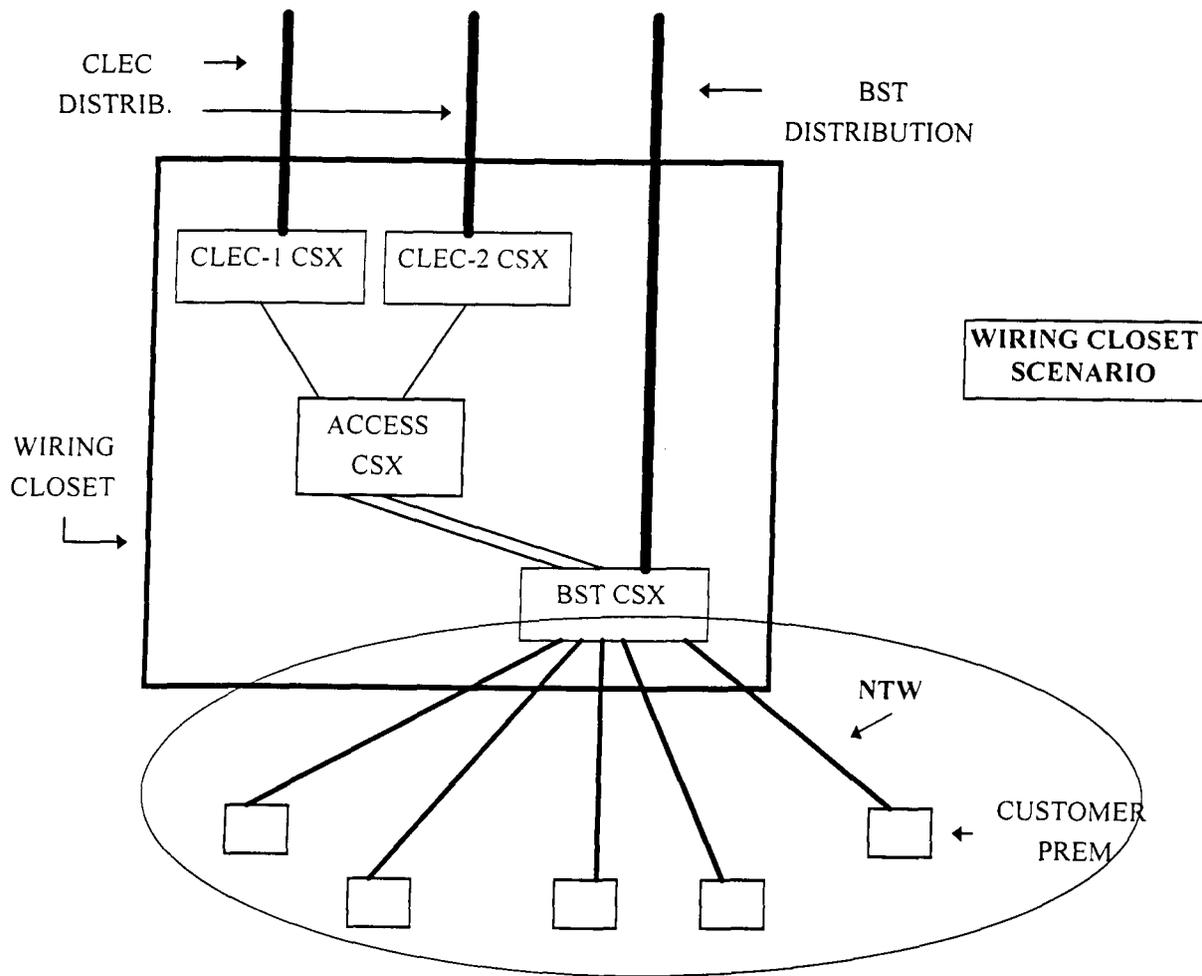
BellSouth will maintain a minimum of one pair, which is called the "first pair", of UNTW for the provision of its local services to its end user customers. BellSouth will provision, to the CLEC any additional spare pairs (after the first pair) that are available. Typical scenarios are illustrated on page 5 & 6 for Wiring Closet and Garden Terminal connections.

If all spare pairs to a particular end user are being utilized and the end user wishes to change service providers (e.g., from BellSouth to CLEC-1), BellSouth will relinquish the pair that it holds in reserve (the first pair) in order for the CLEC to provide service to the end user. Likewise, if the end user wants to change back to BellSouth (or to another CLEC) and all spare pairs are being utilized, BellSouth will use the pair that is being disconnected to provide service to its end user or to the new CLEC.

BellSouth Unbundled Network Terminating Wire

Wiring Closet Scenario

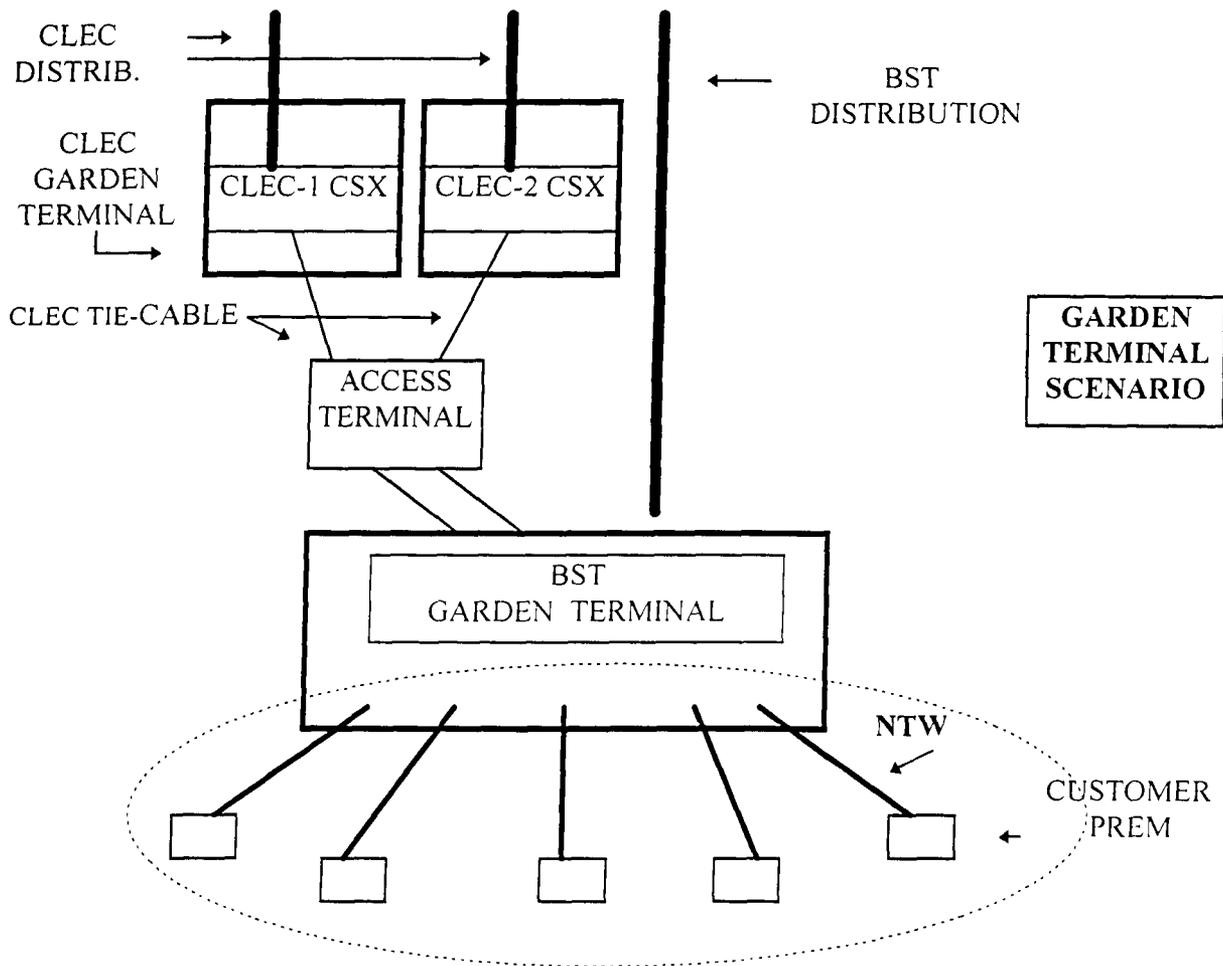
In a Wiring Closet scenario, BellSouth will install an access cross-connect panel designed for CLEC access to UNTW. The BellSouth technician will then connect the requested UNTW pairs to the cross-connect panel inside the Wiring Closet (or similar point of access). After the BellSouth provided UNTW spare pairs have been connected to this access point, the CLEC will then connect from their distribution facilities to the cross-connect panel used for CLEC access.



BellSouth Unbundled Network Terminating Wire

Garden Terminal Scenario

In the Garden Terminal (GT) scenario, the CLEC will place its own GT in close proximity to the BellSouth GT. BellSouth will install an access terminal close to the BellSouth GT in which the CLEC requested UNTW pairs will be terminated. A BellSouth technician will then connect the requested BellSouth UNTW spare pairs to the cross-connect panel within the access terminal. The CLEC will then provide their tie cable from their GT to the BellSouth provided access terminal and connect their cable.



BellSouth Unbundled Network Terminating Wire**Service Capabilities**

The bandwidth capability of UNTW will vary greatly depending on the actual length of the UNTW and numerous other conditions.

BellSouth will not be providing any telecommunication services associated with these facilities.

No Design Layout Record (DLR) will be provided on UNTW.

These facilities are not connected to BellSouth's switch or other mechanized testing facilities. Therefore, the CLEC must perform testing on these facilities in order to isolate and verify if a problem exists with the BellSouth's UNTW. Once a trouble has been reported to BellSouth, BellSouth will dispatch a technician to verify and correct the fault. If no trouble is found with the BellSouth provided UNTW, BellSouth will bill the CLEC a time and materials charge associated with the technician's efforts to verify the UNTW's working status.

Performance Standards and Reliability

If the spare UNTW pair fails to provide electrical continuity after testing by the CLEC, the CLEC will inform BellSouth of the failure. At this point, BellSouth will attempt to establish continuity or will utilize another spare pair to that end users premises. If the spare pair(s) cannot be repaired, the inoperable pair(s) will be designated as not spare and not available.

If no spare pairs are available, and the end user will no longer be using BellSouth as its local service provider, BellSouth will use its pair (the first pair) to provide a UNTW to the CLEC. However, if the end user is still utilizing BellSouth as its local service provider, BellSouth would be unable to provide UNTW to that end user until such time as the end user changes local service providers.

BellSouth Unbundled Network Terminating Wire

Provisioning

For an initial installation of UNTW, The CLEC will issue a Service Inquiry (SI) through the appropriate Account Team Representative in order to determine the availability of UNTW facilities. The SI will initiate the first site visit at the MDU/NTU complex between the CLEC and BellSouth Installation & Maintenance (I&M). The first site visit will include verification of facilities and site set-up for provisioning.

During the site visit, BellSouth and the CLEC will also determine a mutually agreed upon due date for completing UNTW provisioning for initial installations. Where facilities are available, the due date will not exceed thirty days from receipt of a correct Local Service Request (LSR).

A cancellation charge will apply if the CLEC cancels the order after the order has been processed by the LCSC.

As a chargeable option, BellSouth will perform order coordination activities for disconnect and/or number portability orders. BellSouth will notify the CLEC of the appropriate conversion time and will perform the work within the negotiated interval. In addition, if the CLEC requires a specific conversion time, BellSouth will make every effort to accommodate the CLEC request. If the request can be accommodated, BellSouth will bill the CLEC a non-recurring charge associated with this activity. Overtime rates apply for work outside of 8:00 a.m. to 5:00 p.m. local time.

Contract Specific Provisions

The Service Overview applies to the UNTW general offering and is part of the standard BellSouth agreement. However, CLEC specific contract terms and conditions for UNTW as negotiated with BellSouth will prevail for the term of the agreement. However, for items not addressed in a CLEC specific agreement, the terms of the UNTW general offering for the item in question will prevail.

UNTW features and options that are available in the standard agreement may not be addressed in a CLEC specific agreement. These UNTW features and options can be made available to the CLEC through an addendum to their contract.

BellSouth Unbundled Network Terminating Wire

Rate Elements

BellSouth Unbundled Network Terminating Wire

MediaOne Rate Elements

MediaOne Contract Language	Rate Element Description	Recurring	Application of Rates
Site Preparation and install pairs in Garden Terminal, each terminal	Access Terminal Provisioning, first 25 pair panel, per terminal	-	\$ 94.00 per terminal, first time site preparation
Additional pairs installed in same Garden Terminal, per visit	Existing Access Terminal Provisioning, second 25 pair panel, per terminal	-	\$ 33.50 per terminal, per visit, for subsequent visits to already prepared terminals
Terminating wire, each pair used	UNTW pair provisioning, per pair	\$.49	Monthly recurring charge for each pair reserved

Note: These rate elements, rate descriptions and rates are based on MediaOne's (Georgia) contract that is in effect as of August 5, 1998.

Pricing Configuration Example

BellSouth Unbundled Network Terminating Wire

MediaOne Pricing Configuration Example

Situation	
200 Unit MDU	20 Buildings
1 Garden Terminal per Building	10 Living Units per Building

1 st Order	1 st Order Price-Out
Bldg/Terminal A - 5 UNTW pairs Bldg/Terminal B - 10 UNTW pairs Bldg/Terminal C - 6 UNTW pairs Bldg/Terminal D - 10 UNTW pairs Bldg/Terminal H - 15 UNTW pairs	<u>Non-Recurring</u> 5 Terminals @ \$ 94.00 = \$ 470.00 <u>Monthly Recurring</u> 46 UNTW pairs @ \$.49 = \$ 22.54

2 nd Order	2 nd Order Price-Out
Bldg/Terminal A * - 3 UNTW pairs Bldg/Terminal C * - 6 UNTW pairs Bldg/Terminal E ** - 5 UNTW pairs Bldg/Terminal F ** - 12 UNTW pairs Bldg/Terminal H * - 1 UNTW pair	<u>Non-Recurring</u> 3 Terminals @ \$33.50 = \$ 100.50 2 Terminals @ \$94.00 = \$ 188.00 Total Non-Recurring \$288.50 <u>Monthly Recurring</u> 27 UNTW pairs @ \$.49 = 13.23
* Previously Prepared Terminal ** New Terminal	

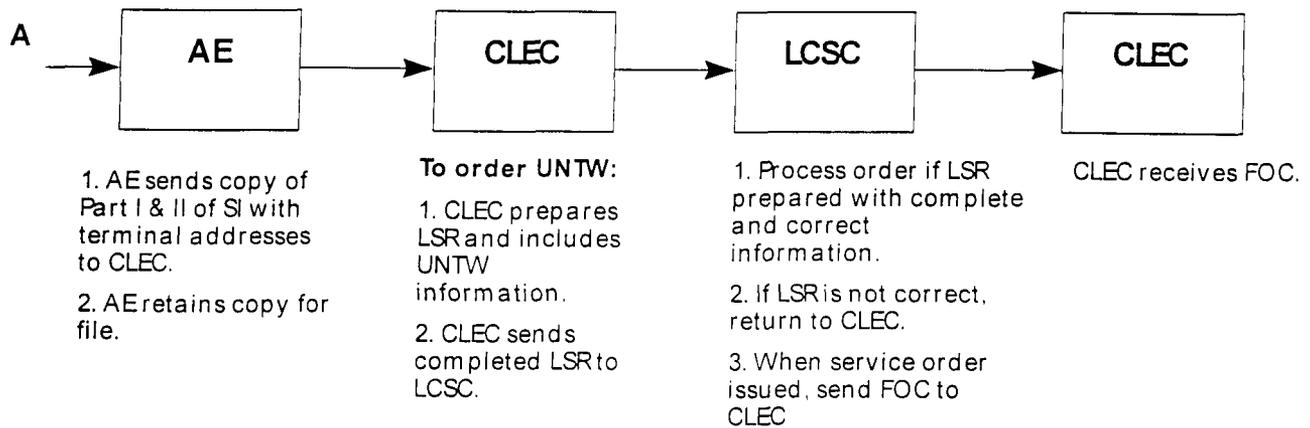
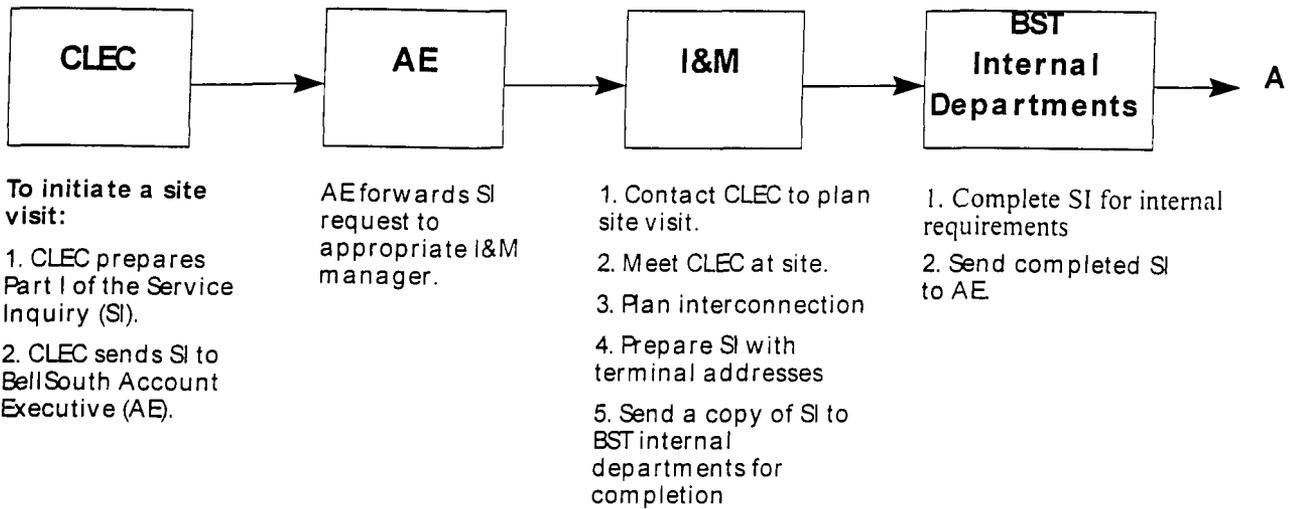
Note (from Contract, Attachment A-1)

In addition to the monthly and non-recurring rates shown, special construction charges, determined as specified in Section A5 of the Tariff, may apply to recover any costs associated with extraordinary work. Applicable Service Order Charges, per Section A4 of the Tariff, will apply on each service request and Premises Visit Charges, per Section B7.1 of this Tariff, will apply on each subsequent visit to install additional pairs. Only one Service Order Charge and one Premise Visit Charge apply when a single service request is made to terminate wires at the same premises at the same time.

Ordering Process

BellSouth Unbundled Network Terminating Wire

Ordering Process Flow



BellSouth Unbundled Network Terminating Wire**Service Inquiry Process**

- A Site Visit is always required when a CLEC desires to inquire about purchasing access to BellSouth's Unbundled Network Terminating Wire (UNTW) for the first time at a Multi-Dwelling Unit/Multi-Tenant Unit (MDU/MTU) complex.
- The Site Visit is initiated by the Service Inquiry (SI) Process.
- The CLEC must prepare Part I of the SI and send to their Account Executive.
- The first page of the SI requires the following information from the CLEC:

This information corresponds with the numbered sections on Part I of the SI that is attached.

1 **SI #** - This number is developed by the CLEC and consists of the following format:

ACNA - 3 characters

State - 2 characters

mmddyy - 6 characters

hr - 2 characters

min - 2 characters

a or p (a.m. or p.m.) - 1 character

Example SI #

AAAGA0615980130p

- 2** Check either "Firm Order" or "Update" or "Cancel"
- 3** BellSouth Account Executive Name, Telephone and Fax numbers
- 4** CLEC company name, contact name, address information and telephone & fax numbers & ACNA
- 5** MDU/MTU street address information
- 6** WC CLLI - CLEC should obtain the wire center CLLI information from access to Regional Street Address Guide (RSAG) information

BellSouth Unbundled Network Terminating Wire

Service Order Process

- As with any order for Unbundled Network Elements (UNE), a Local Service Request (LSR) form must be prepared by the CLEC. The standard information that is required on the LSR before the Local Carrier Service Center (LCSC) will process the order is listed below (for additional information regarding LSR preparation, the CLEC should refer to their LSR documentation):

LSR-Admin. Section	LSR -Bill Section	LSR - Contact Section	LSR - Remarks		
CCNA	BAN1	STREET	INIT	TEL NO	LOC Floor *
PON	ACNA	FLOOR	TEL NO	PAGER	# of Pairs per Apartment *
SC	BILLNM	ROOM	FAX NO	DSGCON	Total # of Pairs to be installed *
PG ___ Of ___	SBILLNMA	CITY	STREET	TEL NO	
D/T SENT	TE	STATE	FLOOR	FAX NO	
DDD		ZIP CODE	CITY	STREET	
PROJECT *		BILLCON	STATE	FLOOR	
		TEL NO	ZIP CODE	CITY	
			IMPCON	STATE	
				ZIP CODE	

End User (EU) Information - Administrative Section	End User (EU) Information - Location & Access		
PON	NAME *	ROOM	LCON (CLEC contact)
DQTY *	SASN *	BLDG	
PG ___ OF ___	SADLO	CITY	
	FLOOR	STATE	
		ZIP CODE	

* These items designate information regarding UNTW and are described on the next page.

BellSouth Unbundled Network Terminating Wire

Service Order Process (continued)

- In addition to the standard information required on the LSR form, the CLEC must also include the following information for ordering UNTW pairs provisioning:

#'s correspond with #'s on Part II of SI

UNTW Item:	Placed on:	Found:
Service Inquiry # (SI# from Service Inquiry)	LSR - PROJECT box	7 On SI - SI #
Access Terminal ID #	LSR - Remarks *	10 On SI - LOC FIR
Number of UNTW pairs per Apartment	LSR - Remarks *	8 From SI (based on what CLEC decided during the site visit)
Total number of UNTW pairs	LSR - Remarks *From CLEC	CLEC calculates the total
Number of Access Terminals	EU - DQTY box	CLEC counts # of terminals with same Service Addr On SI
MDU/MTU complex name	EU - NAME box	From CLEC
Access Terminal address	EU - SASN box	9 On SI - Service Addr

* The **LOC FLR** is the access terminal ID and will be placed in the **Remarks** section of the **LSR** followed by # of pairs per end user apartment. Must also include **Total UNTW pairs** in **Remarks**. For example:

Example 1

AAANTW1 - 2 pair per Apt

Total UNTW pairs - 24 pairs

Example 2

AAANTW1 - 2 pair per Apt 100, 1 pair per Apt 101, 3 pair per Apt 102,
2 pair per Apt 103 - Apt 111

Total UNTW - 24 pairs

BellSouth Unbundled Network Terminating Wire**Service Order Process (continued)**

- A LSR is required for each **Service Address** which identifies the address of each UNTW access terminal. The Service Address is found on the Service Inquiry.
- Once a correct LSR is submitted to the LCSC and the LCSC processes the order, a Firm Order Confirmation (FOC) will be sent to the CLEC. It will include standard FOC information as well as the **Circuit ID** assigned to the access terminal.
- The Circuit ID will be used by the CLEC in the event the CLEC isolates and reports a trouble to the Unbundled Network Element Center (UNE Center). (See Maintenance & Repair section)

BellSouth Unbundled Network Terminating Wire

Service Inquiry Form

Form revised 7/15/98, 07:00 pm

1 SI# _____ Page _____ of _____

**Service Inquiry
Unbundled NETWORK TERMINATING WIRE**

[Flows: Account Team to: I&M, OSPE, AFIG, LCSC, Account Team, CLEC]

PART I - ORDERING SECTION

2 FIRM ORDER _____ UPDATE _____ CANCEL _____

Date&Time submitted to I&M _____ Date response needed _____

3 BellSouth Marketing representative

4 CLEC information

Name _____	Company name _____
Title _____	Contact name _____
Department _____	Title _____
Address _____	Department _____
	Address _____
Tel No _____	Tel No _____
FAX No _____	FAX No _____
	ACNA # _____

Site Visit Information:

CLEC requests UNTW at the following site. I&M supervisor, please contact CLEC contact named above to arrange site visit.

5 MDU/MTU Address: _____ (Name of Apartment complex)

6 WC CLLI _____

REMARKS: Request for site visit between CLEC and BST to determine feasibility of providing NTW.

BellSouth Unbundled Network Terminating Wire

7 SI# _____ Page _____ of _____

PART II I&M Output to OSPE

I&M will visit the site detailed in Part I and input the following terminal data. OSPE will then verify the terminal addresses before forwarding the SI to AFIG for input into LFACS and to LCSC. (Duplicate for each terminal being inventoried.)

Date & Time received from Account Team _____

8 Remarks on Meeting with CLEC: _____

Type and number of wires used for NTW _____
Remarks: _____

BILLING FOR: SITE VISIT ONLY (Send SI directly to LCSC for Billing)
(Chose one) SITE VISIT PLUS SETUP (Send SI to OSPE)

Date & Time sent to OSPE _____

LFACS SECTION LFACS WC _____

RULE TO APPLY TO FICTICIOUS XBOX-NTW ONLY TERMINAL:

rule cnst stat act data entry
10 OK 1 STOP=Y,NITYP=N,NICA=HCA,NIPR=NR

The following terminal is a fictitious xbox created to allow correct assignment and flow through for the actual NTW terminals on the following pages.

New NTW Cross Box Address: _____

IND UNK Taper Code _____ (Use taper code of existing terminal)

RMK: FOR UNTW SERVICE ONLY - DO NOT ASSIGN BST SERVICE

IN COUNT: (NONE)

OUT COUNT: _____

TYPE: FIXED RZ 13 RLOE: DCBTK

BellSouth Unbundled Network Terminating Wire

SI# _____ Page _____ of _____

PART II I&M Output to OSPE (CONT)

Existing Terminal Address: _____

Telephone number working from terminal _____

Apartment addresses served by existing terminal: _____

LFACS Information on new NTW terminal :

9

New Terminal Address: _____

10

Service Addr: _____ LOC FLR: NTW

IND UNK Taper Code _____ COUNT: _____

RMK: FOR UNTW SERVICE ONLY - DO NOT ASSIGN BST SERVICE

Community: _____ TYPE: FIXED RZ 13

Existing Terminal Address: _____

Telephone number working from terminal _____

Apartment addresses served by existing terminal: _____

LFACS Information on new NTW terminal:

9

New Terminal Address: _____

10

Service Addr: _____ LOC FLR: NTW

IND UNK Taper Code _____ COUNT: _____

RMK: FOR UNTW SERVICE ONLY - DO NOT ASSIGN BST SERVICE

Community: _____ TYPE: FIXED RZ 13

Existing Terminal Address: _____

Telephone number working from terminal _____

Apartment addresses served by existing terminal: _____

LFACS Information on new NTW terminal:

9

New Terminal Address: _____

10

Service Addr: _____ LOC FLR: NTW

IND UNK Taper Code _____ COUNT: _____

RMK: FOR UNTW SERVICE ONLY - DO NOT ASSIGN BST SERVICE

Community: _____ TYPE: FIXED RZ 13

BellSouth Unbundled Network Terminating Wire**Subsequent Orders**

- To order additional UNTW pairs in an existing Access Terminal, the **CLEC must complete a LSR for each Service Address** for which pairs are being requested. The same standard LSR information is required on the LSR as well as the UNTW specific information (refer to Order Process section for details) for all subsequent orders.
- The **Project Number** on the **LSR** must be the same number as the project number on the LSR requesting initial installation of UNTW at the MDU/MTU complex. This indicates that a Initial Site visit has already taken place.
- In the **LSR - Remarks** section, the CLEC will include the following:
 - ⇒ Indicate this is a “subsequent installation of additional pairs in an existing terminal”
 - ⇒ Appropriate LOC FLOOR information (Access Terminal ID(s)) from the Service Inquiry
 - ⇒ Specific apartment numbers for which additional pairs are being requested
 - ⇒ Number of pairs per apartment
 - ⇒ Total number of pairs
- The **End User Information - Administrative** section must contain the following:
 - ⇒ The number of existing access terminals in which work is being done
 - ⇒ The Name of the MDU/MTU complex
 - ⇒ Access Terminal Address which is the appropriate **Service Addr** from the SI

Maintenance & Repair Process

BellSouth Unbundled Network Terminating Wire**Maintenance & Repair**

The CLEC is responsible for testing and pre-screening any trouble conditions to make sure the trouble is with UNTW before calling BellSouth. If the CLEC's testing isolates the repair problem to BellSouth's UNTW, the CLEC should notify the Unbundled Network Element (UNE) Center. The target interval for maintenance resolution is 24 hours from the time the trouble is reported to the UNE center.

The CLEC must provide the following information to UNE Center when reporting a repair problem:

- Circuit ID of the Access Terminal in which UNTW trouble has been isolated
- Address of the end user to which the UNTW is connected
- Description of the trouble

The above information is necessary in order for the BellSouth technician to know and identify the UNTW pair on which work is to be performed. If complete information is not provided, a BellSouth technician cannot be dispatched to work on the UNTW trouble.

If BellSouth dispatches a technician on a CLEC reported trouble call and no UNTW trouble is found, BellSouth will charge the CLEC for time spent on the dispatch and for time spent testing UNTW.

ATTACHMENT 2

Alternative Contract Language for NTW

Definitions for General Terms and Conditions – Part B

Garden Terminal is a pedestal or comparable facility equipped with building entrance protectors which acts as an interface between outside plant distribution cable and UNTW, or equivalent functionality.

Network Interface Device (NID) is a single-line termination device or that portion of a multiple-line termination device required to terminate a single line or circuit. The fundamental function of the NID is to establish the official network demarcation point between a carrier and its end-user customer. The NID features two independent chambers or divisions, which separate the service provider's network from the customer's inside wiring. Each chamber or division contains the appropriate connection points or posts to which the service provider and the end-user customer each make their connections. The NID provides a protective ground connection, and is capable of terminating cables such as twisted pair cable.

When used with Unbundled Network Terminating Wire, the NID is a device which serves to interconnect inside wiring within each living unit to one or more carriers' network services. The NID incorporates modular jack and plug connectors, which easily facilitates connection to each carrier's services by the end user/tenant, thus minimizing or eliminating field dispatches by each carrier.

Provisioning Party is defined as a Party who, at the request of the other Party, provides facilities under its ownership and/or control as part of the Unbundled Network Elements, Network Terminating Wire, or other services described in this Agreement.

Requesting Party is defined as a Party who requests access to facilities under the ownership and control of the other Party as part of the Unbundled Network Elements, Network Terminating Wire, or other services described in this Agreement.

Spare Capacity or Spare Pair is defined as a Provisioning Party's pair of two metallic copper conductors, which, at the time of the Requesting Party's order, is available. "Available," as that term is used herein, shall mean a pair that (1) is not the Provisioning Party's first pair or (2) is not being utilized by the Provisioning Party or by a third party to provide an end-user with working service or (3) is being utilized by the Provisioning Party or a third party to provide an end-user with service(s), but such service is subject to disconnect request from the end-user; provided that the pair is "operational," i.e., the pair is capable of carrying end-user services based upon generally acceptable standards in the telecommunications industry. The Provisioning Party shall use best efforts to ensure that a pair is operational at the time of initial provisioning of the pair to the Requesting Party. If the Provisioning Party is subsequently advised by the Requesting Party that a spare pair

is not operational, the pair will be repaired or the next spare pair available will be provided to the Requesting Party for no additional nonrecurring charge.

Special Construction is defined as the installation, removal, move or rearrangement of plant facilities for which there are no charges specified in BellSouth's filed tariffs or otherwise specified in this Agreement. Generally, special construction charges would apply to modifications of outside plant shielded cable, feeder and distribution terminals and shielded cable utilized for intra or inter-building purposes (excluding for example, intermediate connection blocks including, but not limited to, 66-type and 110-type blocks utilized by BellSouth when BellSouth is the Provisioning Party, or 66-type and 110-type blocks utilized by MediaOne when MediaOne is the Provisioning Party, used in Wiring Closet Interconnection) not set forth in this Agreement.

Wiring Closet is defined as an interior enclosed room or enclosed area which contains the cross-connect field that is used as the interface between UNTW and building entrance or riser distribution cable, or equivalent functionality.

Attachment 2 – UNTW Language

6.4 Unbundled Network Terminating Wire (UNTW)

6.4.1 Provisioning party agrees to offer its network terminating wire to requesting party pursuant to the following terms and conditions and rates set forth in attachment 11.

6.4.2 Both parties hereby agree that in new residential apartment complexes or other situations where installation of UNTW is feasible and permissible, then each party will install its own separate UNTW. Neither party will attempt to discourage a property owner from allowing separate installation of UNTW. In cases where BellSouth or MediaOne install the inside wiring within each unit, a Network Interface Device will be installed coincident with the inside wiring which incorporates modular plug and jack connectivity that facilitates an end user's easy access to either or both carriers' services. In cases where neither BellSouth nor MediaOne install the inside wiring, both parties will meet to decide on a mutually acceptable Network Interface Device arrangement, which incorporates plug and jack connectivity.

6.5 Definition of Unbundled Network Terminating Wire (UNTW)

6.5.1 UNTW is twisted copper wire that extends from the Provisioning Parties Garden Terminal or Wiring Closet into an end

users/tenant's multi-dwelling unit (MDU). In new construction, where possible and if allowed by the property owner, both Parties should install their own UNTW. Where the Parties share UNTW, the Provisioning Party shall install a minimum of six (6) pair, Category 3 or higher rated UNTW. In existing construction, neither Party shall be required to install new or additional UNTW to provision the Services to the other Party, except as otherwise provided in this Agreement.

- 6.5.1.1 The Parties agree that interconnection at the Garden Terminals and Wiring Closet applies to residential multi-dwelling unit ("MDU") properties. Notwithstanding the foregoing, if spare facilities are available in a non-residential multi-tenant building, the Provisioning Party shall use best efforts to make these facilities available to the Requesting Party, in accordance with the charges set forth in Attachment 11 and subject to the ordering and provisioning guidelines as set forth in Attachment 6, Section 4 for UNTW.

Attachment 6 Section 4 Language

4. **Ordering and Provisioning Guidelines for Unbundled Network Terminating Wire**
- 4.1 The parties agree to meet prior to the Requesting Party's issuance of a Service Order requesting to use the Provisioning Party's UNTW at the Garden Terminal or Wiring Closets. The purpose of the meeting will be to discuss specific procedures for interconnection and to set a mutually agreed upon due date for each site, procedures for the initial site preparation and for ordering of pairs on an ongoing basis at the particular MDU, which procedures shall be consistent in all respects with this Agreement. Such requests shall be made in writing through the Service Inquiry process to the appropriate Account Team assigned to the Requesting Party's account and shall communicate the Requesting Party's commitment to provide service to a complex. The Parties further agree that each will use best efforts to meet within five (5) business days after either Party receives a written request for such meeting. In the event that the Provisioning Party refuses or otherwise fails to meet with the Requesting Party within the time frames specified in this Section, the due date for initial site preparation and any corresponding initial pair shall nevertheless be no later than the due dates set forth in paragraphs 4.1.1.6 and 4.1.2.7 below. Appropriate licenses, permits, and permissions to provide service in the particular MDU will be available upon the reasonable request by the Provisioning Party. The Provisioning Party and Requesting Party shall work cooperatively within the MDU.

Within the end user's premises, a Network Interface Device with modular plug and jack connectivity that will provide the end user with the capability to easily connect to either or both of the Provisioning and Requesting Party's network services shall be installed. The installation of the Network Interface Device will be the responsibility of the Requesting Party; however, the Requesting Party may at its option have the Provisioning Party install the Network Interface Device. In those situations where the Provisioning Party has been requested to install the Network Interface Device, it will be the Requesting Party's responsibility to arrange access to the end-user's premise so that the Provisioning Party may gain entrance to install the Network Interface Device. Prices for installation of the Network Interface Device shall be as set forth in Attachment 11. **[Karen I need all the appropriate UNTW prices]**

- 4.1.1 Garden Terminal Interconnection. The following terms and conditions apply to interconnection of UNTW at a Garden Terminal:
 - 4.1.1.1 Where Spare Capacity exists, the Provisioning Party shall provide access to the UNTW through the Garden Terminal to the Requesting Party, as specified below, in accordance with the schedule of prices set forth in Attachment 11 to this Agreement, which is incorporated herein by reference.
 - 4.1.1.2 After the initial site visit survey and site set-up, the Requesting Party will install its Garden Terminal or equivalent at the relevant MDU. The Requesting Party will extend an interconnect cable from its Garden Terminal to an access terminal designed for UNTW access that has been installed by the Provisioning Party. Then the Provisioning Party will terminate the requested spare pairs within the access terminal. The Requesting Party will then terminate their interconnect cable on the requested Spare Pair(s) that has been connected in the access terminal. To ensure safety, the Requesting Party will electrically bond its outside plant protector units and cable shield, if shielded cable is used, to the same ground source used by the Provisioning Party. If the requesting party believes that the Provisioning Party's terminal is improperly grounded, then the Requesting Party will initiate discussions with the Provisioning Party in order to resolve any situation which could result in life/safety issues.
 - 4.1.1.3 The Requesting Party will be assigned the first available Spare Pair UNTW after the first pair. If more than one (1) Spare Pair UNTW is available, the Provisioning Party shall also make those pair(s) available to the Requesting Party if so ordered by the Requesting Party in accordance with this Agreement. If it is determined that no Spare Pair is available for the use by the Requesting Party, then the Provisioning Party shall make available the first pair. If after the Provisioning Party has had to relinquish

the first pair and the end user decides to change local service providers to the Provisioning Party, the Requesting Party will relinquish the first back to the Provisioning Party.

4.1.1.4 If an end-user of MediaOne desires to receive local exchange service from a service provider who is not a party to this Agreement, and such third-party service provider needs access to the BellSouth UNTW to provide local exchange service to the end-user, then MediaOne agrees to surrender the requisite number of its Spare Pair(s) if no other Spare Pair is available and upon request by BellSouth.

4.1.1.5 If an end-user of BellSouth desires to receive local exchange service from a service provider who is not a party to this Agreement, and such third-party service provider needs access to MediaOne's UNTW to provide local exchange service to the end-user, then BellSouth agrees to surrender the requisite number of its Spare Pair(s) if no other Spare Pair is available and upon request by MediaOne.

4.1.1.6 The Parties agree that initial requests for access to the Provisioning Parties' Garden Terminals, Wiring Closets and associated UNTW (i.e., the initial site preparation) shall be provisioned and completed within thirty (30) calendar days after the issuance of a correct Service Order by the Requesting Party, unless the Parties, at the site meeting referenced in Paragraph 4.1 above, mutually agree otherwise in writing due to Special Construction requirements. Subsequent requests for pairs shall be handled on a per Service Order basis and shall be provisioned at the intervals set forth in paragraph 4.2 below.

4.1.2 Wiring Closet Interconnection. The following terms and conditions apply to interconnection of UNTW at a Wiring Closet:

4.1.2.1 The Provisioning Party shall provide access to Spare Pair(s) through Wiring Closet Interconnection to the Requesting Party in accordance with the schedule of prices set forth in Attachment 11 to this Agreement which is incorporated herein by reference. If it is determined that no Spare Pair is available for the use by the Requesting Party, then the Provisioning Party shall make available the first pair. If after the Provisioning Party has had to relinquish the first pair and the end user decides to change local service providers to the Provisioning Party, the Requesting Party will relinquish the first back to the Provisioning Party.

4.1.2.2 After the initial site visit survey and site set-up, the Requesting Party will install its cross connect or equivalent within the Wiring Closet at the relevant MDU. As part of access terminal installation and UNTW pair

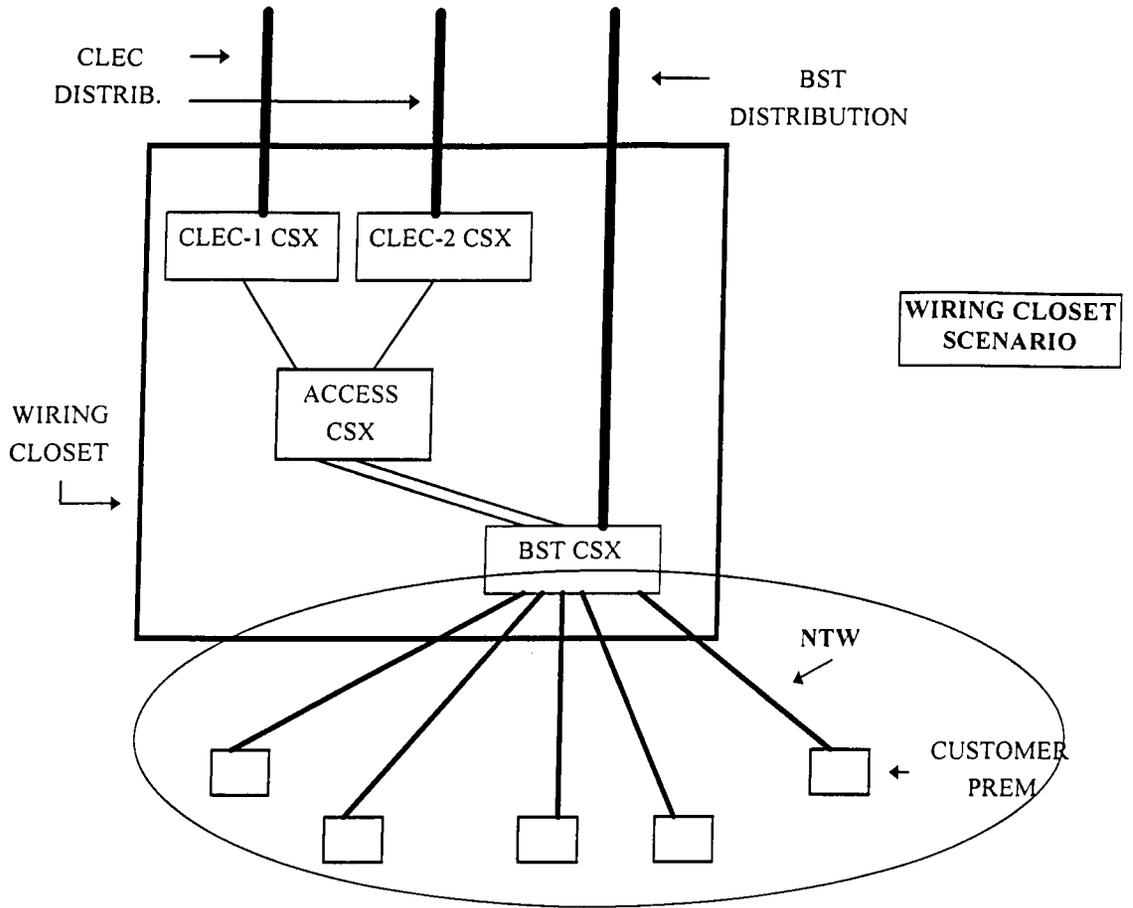
provisioning for Wiring Closet Interconnection, the Provisioning Party will terminate the ordered Spare Pair(s) within the access terminal on a connecting block at a mutually agreeable location within the wiring closet, which agreement shall not be unreasonably withheld by either Party. The Provisioning Party will use a 66-type connecting block. The Requesting Party will then terminate their interconnect cable on the requested Spare Pair(s) that has been connected in the access terminal. All requests for pairs shall be service order driven.

- 4.1.2.3 If the Provisioning Party has not yet installed its intra-building wiring, connections and terminations at an MDU, but it has received a Service Order from the Requesting Party for Wiring Closet Interconnection, the Provisioning Party shall install a minimum of six- (6-) pair UNTW capable of handling at least that number of pairs, in order to ensure an adequate number of pairs for both the Requesting Party's and the Provisioning Party's respective uses.
- 4.1.2.4 If either Party requires the use of additional pair(s) to provide for the activation of additional lines in an end-user's premises in response to a service order from such end-user, both Parties agree to surrender their inactive spare pair(s) upon request by the other Party.
- 4.1.2.5 If an end-user of MediaOne desires to receive local exchange service from a service provider who is not a party to this Agreement, and such third-party service provider needs access to the BellSouth UNTW to provide local exchange service to the end-user, then MediaOne agrees to surrender the requisite number of its Spare Pair(s) if no other Spare Pair is available and upon request by BellSouth, which third-party termination shall be made at the Common Connecting Block.
- 4.1.2.6 If an end-user of BellSouth desires to receive local exchange service from a service provider who is not a party to this Agreement, and such third-party service provider needs access to MediaOne's UNTW to provide local exchange service to the end-user, then BellSouth agrees to surrender the requisite number of its Spare Pair(s) if no other Spare Pair is available and upon request by MediaOne, which third-party termination shall be made at the Common Connecting Block.
- 4.1.2.7 The Parties agree that initial requests for access to the Provisioning Parties UNTW shall be provisioned within thirty (30) calendar days after the issuance of a correct Service Order by the Requesting Party, unless the Parties, at the site meeting referenced in paragraph 4.1 above, mutually agree otherwise in writing due to Special Construction requirements. Subsequent requests for pairs shall be handled on a per Service Order basis and will be provisioned at the intervals set forth in paragraph 4.2 below.

4.1.3

Other Forms of MDU Premises Interconnection. In the event that MediaOne requests a form of MDU premises interconnection using UNTW that is substantially different than the forms of interconnection envisioned in this Agreement, any other agreement or BellSouth tariff, then MediaOne will utilize the Bona Fide Request Process set forth in Attachment 9 of this Agreement to determine the appropriate means for interconnection and to establish rates.

ATTACHMENT 3



ATTACHMENT 4

