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RECORDS AND REPORTING

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August 9, 1999

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

991084-7P

Re: Undocketed_ Complaint of Sprint Communications
Company Limited Partnership against BellSouth
Telecommunications, Inc. for its failure to comply
with its Interconnection Agreement

Dear Ms. Bayo:

Enclosed for filing is the original and seven (7) copies of the Undocketed
Complaint of Sprint Communications Company Limited Partnership
against BellSouth Telecommunications, Inc. for its failure to comply with
its Interconnection Agreement.

Please acknowledge receipt and filing of the above by stamping the
duplicate copy of this letter and returning the same to this writer.

Sincerely,

RECEIVED & FILED

FPSC BUREAU OF RECORDS


Charles J. Rehwinkel

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DOCUMENT NUMBER-DATE

09475 AUG-99

FPSC-RECORDS/REPORTING

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Complaint of Sprint Communications Company Limited Partnership against BellSouth Telecommunications, Inc. for its failure to comply with its Interconnection Agreement.

Filed: August 9, 1999

Docket No.

COMPLAINT

Sprint Communications Company Limited Partnership ("Sprint"), pursuant to Rule 25-4.036, Florida Administrative Code, files this Complaint against BellSouth Telecommunications, Inc. for violation of Order No. PSC-97-0983-FOF-TP and for BellSouth's failure to comply with its Interconnection Agreement with Sprint. Sprint requests that the Florida Public Service Commission ("Commission") hold an expedited hearing in this matter, find BellSouth Telecommunications, Inc. ("BellSouth" or "Defendant") in violation of the Order and Agreement and that the Commission order immediate compliance and other appropriate relief. In support, Sprint states as follows:

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

Sprint Communications Company Limited Partnership
7301 College Boulevard
Overland park, KS 66210

2. BellSouth is a Georgia Corporation authorized by the Commission to provide local exchange and intraLATA interexchange service in the state of Florida. BellSouth's business address is:

BellSouth Telecommunications, Inc.
150 West Flagler Street, Suite 1910
Miami, Florida 33130

Introduction

3. This complaint arises out of the precipitous, unwarranted, unlawful, anti-competitive and unjustified actions of Defendant in refusing to continue a course of business dealing, established in accord with the Agreement between Sprint and BellSouth and relied upon by Sprint, to continue provisioning new unbundled network element combinations (UNECs) for Sprint. This agreement is appended as Attachment 1¹.

4. BellSouth has taken these actions knowingly, willfully and with the intent to harm Sprint in its provision of local exchange telecommunications services that compete with BellSouth in the Orlando market. By so acting BellSouth has harmed Sprint economically and competitively and has harmed Sprint's relationships with its customers. The Defendant's actions call in to question Defendant's commitment to the existence of competition as required by the Act and Florida law.

5. Sprint is one of the first facilities-based providers of local service in the Orlando area. By taking actions that will effectively thwart Sprint's continued viability in the marketplace, Defendant is demonstrating to the Commission that competition will not develop in Orlando (and other local markets controlled by it) unless it does so in a manner, pace and degree dictated and controlled by BellSouth. By unilateral discontinuance of providing new UNE combinations, BellSouth has manifested a calculated effort to tease a minimal level of competition along, all the while signaling that if the competitor flourishes, it will be cut off at the knees. The facts of this case present a compelling showing that this is precisely what BellSouth has done.

¹ Each Attachment to this Complaint is incorporated by reference and included therefor as part of the Complaint.

Background

6. On April 29, 1996, BellSouth and Sprint² signed a Stipulation (Stipulation) to establish interim rates, terms and conditions for local interconnection. On or about November 14, 1996, Agreement) Sprint and BellSouth entered into a Stipulation and Agreement (stipulation and as. (Attachment 2). In it Sprint and BellSouth, for purposes of the pending arbitration in FPSC Docket No. 961150-TP, agreed:

“[T]o accept for the issues set forth in Exhibit 1, as binding upon the parties, the finally adjudicated, non-appealable award ordered by the Florida Public Service Commission as a result of the arbitration proceedings between BellSouth and AT&T or MCI in Docket No. 960833-TP and 960846-TP.³
7. Subsequently, on July 1, 1997, Sprint and BellSouth entered into the Agreement that is the subject of this complaint. The Agreement and each of the amendments were filed with, and approved by, the Commission.
8. Beginning in 1996 and continuing through June 23, 1999, Sprint, consistent with the Stipulation and subsequent agreements ordered UNEs and UNE combinations from BellSouth for the purpose of providing competitive local exchange telecommunications service to customers in the Orlando area.
9. Defendant fulfilled each and every one of Sprint’s requests for UNECs in the said time frame. At no time did BellSouth object to the technical feasibility of the UNECs provided to Sprint.

² Sprint began doing business with BellSouth as Sprint Metropolitan Networks, Incorporated (SMNI). Subsequently, SMNI’s certificate was transferred to Sprint Communications Company Limited Partnership. SMNI entered into a full Interconnection agreement with BellSouth, effective January 1, 1997. On September 30, 1997, SMNI’s certificate was merged into the Sprint communications company Limited Partnership’s certificate. In July 1998, SMNI began operating under the July 1997 Agreement between Sprint Communications Company Limited Partnership and BellSouth.

³ None of those terms and conditions is relevant here. Neither provision nor pricing of UNECs is addressed. Furthermore, this stipulation was not incorporated into the Agreement, filed with the Commission or otherwise made public so that any other carrier might be aware of any putative impact or affect on the Agreement

10. Merely upon the fact that each and every request was received, provisioned and billed by BellSouth over an extended three year period, it cannot be credibly asserted Defendant's fulfillment of Sprint's UNEC orders were without the knowledge and approval of the appropriate management within BellSouth.
11. At no time in the said time frame did BellSouth object to or express reservations to Sprint regarding the UNECs ordered by Sprint. Sprint relied on the terms and conditions of the Agreement and BellSouth's actions consistent with such terms and conditions in developing its business plan and entering into service arrangements with customers.
12. Upon BellSouth's fulfillment of the UNEC orders, Sprint in turn provided service to its own customers using a combination of BellSouth-provided UNECs and Sprint's own facilities. Attachment 3 contains an example of the typical configuration of UNECs ordered and provisioned. BellSouth has referred to such combinations as "Extended Loop Combinations (ELC)." Approximately 34% of Sprint's customers are served via this ELC arrangement.
13. Prior to June 23, 1999, Sprint's customers were assured that Sprint could be their full service telecommunications provider. Sprint never told, nor had any reason to tell, customers that it would not be able to fulfill the service orders that customers reasonably expect any serving LEC to provide. Upon Sprint's knowledge and belief, Sprint's customers in turn reasonably relied in their plans on this state of facts and Sprint's track record in fulfilling service orders.
14. On or about June 16, 1999, Sprint received a letter (Attachment 4) from Susan M. Arrington, Manager – Interconnections Services, BellSouth. Therein, Ms. Arrington stated, in part, that:

Sprint does not have the authority to order extended loop combinations, nor does BellSouth have the obligation to provision such orders under the current BellSouth/Sprint Interconnection

agreement dated July 1, 1997. Therefore, please be advised that effective as of June 23, 1999, one week from the date of this letter, BellSouth will no longer accept orders from Sprint for extended loop combinations.⁴

15. The June 16th letter was the first notification or indication of any sort Sprint received from BellSouth where BellSouth expressed any objection to UNEC orders. Sprint vigorously objected to BellSouth's action (Attachment 5).
16. Despite correspondence from Sprint to BellSouth and numerous telephonic conversations between Sprint and BellSouth personnel, BellSouth refused to state with any sufficient degree of particularity why it was refusing to honor the Agreement and why it was refusing to continue the established and relied upon course of dealing between the two companies.
17. As a result of the Defendant's abrupt and unlawful termination of its long-standing practice of providing of new UNECs and its subsequent refusal to justify its actions, Sprint initially sought to mediate the dispute informally and filed the attached request for emergency mediation (Attachment 6) with the staff of the Commission. This mediation was held on July 7, 1999 and despite the efforts of all involved, ultimately proved fruitless.
18. Sprint has subsequently submitted orders to BellSouth for UNECs. Said order(s) have been rejected for the sole reason stated in BellSouth's letter of June 16, 1999. Because of this, and to continue provisioning service where possible to customers, Sprint has submitted -- under protest -- orders for services utilizing special access and other alternative arrangements. (Attachment 7). These "work around" arrangements have a higher associated cost and may not allow Sprint to provide a level of service that customers have come to expect or require.

⁴ Pursuant to oral agreement, BellSouth fulfilled three ELC orders that were submitted by Sprint at or near the June 23rd "cut-off" date referenced in Ms. Arrington's letter.

19. Sprint considered the information learned in the mediation process and, after careful consideration and evaluation of its business and customer needs, concluded that it had no choice but to file this complaint in order to remain a viable competitor in the Florida local exchange telecommunications market.

Relevant Contract Provisions.

20. The Agreement provides in no uncertain terms (and BellSouth's actions thereunder over the past two years confirm) that Sprint is entitled to order, and BellSouth is obligated to provision, UNECs. Following are the relevant provisions that demonstrate this.

General Terms and Conditions, Part II, Section 30.5.

BellSouth shall offer each Network Element individually and in combination with any other Network Element or Network Elements in order to permit Sprint to provide Telecommunications services to its customers subject to the provisions of Section 1A of the General Terms and Conditions of this Agreement.

General Terms and Conditions, Section 1A.

The Services and Elements provided pursuant to this Agreement may be connected to other Services and Elements provided by BellSouth or to any Services and Elements provided by Sprint or by any other vendor. Sprint may purchase unbundled Network Elements for the purpose of combining Network Elements in any manner that is technically feasible, including recreating existing BellSouth services.

General Terms and Conditions, Part IV, Section 36.1.

Any BellSouth non-recurring and recurring charges shall not include duplicate charges or charges for functions or activities that Sprint does not need when two or more Network Elements are combined in a single order. BellSouth and Sprint shall work together to mutually agree upon the total non-recurring and recurring charge(s) to be paid by Sprint when ordering multiple Network Elements. If the parties cannot agree to the total non-recurring and recurring charge(s) to be paid by Sprint when ordering multiple Network Elements within sixty (60) days of the Effective Date, either party may petition the Florida Public Service Commission to settle the disputed charge or charges

Attachment 4, Section 2.2.

Combinations, consistent with Section 1.A of the General Terms and Conditions of this Agreement, shall be identified and described by Sprint so that they can be ordered and provisioned together and shall not require the enumeration of each Element within that Combination on each provisioning order. Multiple individual Elements may be ordered by Sprint from BellSouth on a single order (either LSR or ASR) encompassing all elements or combinations of elements. Until Electronic Interfaces are in place to meet these requirements, Sprint and BellSouth will use best efforts to develop an interim process by no later than April 1, 1997 to meet these requirements.

General Terms and Conditions, Section 15, 15.1 (Dispute Resolution).

The parties agree that if any dispute arises as to the requirements of this Agreement, the parties will initially refer the dispute to a director level representative from both parties. If the dispute is not resolved within 30 days by the representatives, either Party may petition the Commission for resolution of the dispute.

21. By their terms, the cited contract language⁵ expressly demonstrates an obligation by BellSouth to provision, and a right by Sprint to order, UNECs. Pursuant to the Agreement, Sprint has ordered UNECs in order to serve more than one third of its customers.

22. BellSouth's course of dealing with Sprint over the past two-plus years has been entirely consistent with the literal terms and conditions cited above, demonstrating that that BellSouth has recognized its contractual obligation to provide UNECs.

⁵ Other provisions of the Agreement are consistent with and support these pivotal terms of the Agreement by expressly recognizing that UNECs will be provided. *See*, Sections 1; 1.2; 3.1; 30.10.4; Attachment 2, Sections 2.2; 16.1; 16.1.2.1; 16.2.4.1; Attachment 4, Sections 1.1; 2.6; 3.6; 3.8; 4.1; 4.4; 4.5; 7.1; 7.2; Attachment 5, Sections 1; 2; Attachment 15, Section 5.2.1; 5.2.2. No terms of the Agreement indicate a

Jurisdiction.

23. The Commission has statutory powers and jurisdiction over and in relation to telecommunications companies. This includes jurisdiction over Sprint, the Complaint and BellSouth, the defendant in this Complaint. Section 364.01, Florida Statutes.
24. The Commission has exclusive jurisdiction in all matters set forth in Chapter 364 of the Florida Statutes in regulating telecommunications companies, in order to:
- (1) Promote competition by encouraging new entrants into telecommunications markets. Section 364.01(4)(d).
 - (2) Ensure that all providers of telecommunications services are treated fairly, by preventing anticompetitive behavior and eliminating unnecessary regulatory restraint. Section 364.01(4)(g).
 - (3) Encourage competition through flexible regulatory treatment among providers of telecommunications services in order to ensure the availability of the widest possible range of consumer choice in the provision of all telecommunications services. Section 364.01(4)(h).
25. In addition to its inherent authority to uphold and enforce its own orders, the Commission has been further empowered by the Legislature with the authority to seek assistance from the courts as necessary to fully carry out its mandates. Section 364.015, Florida Statutes, provides that

The Legislature finds that violations of commission orders or rules, in connection with the impairment of a telecommunications company's operations or service, constitutes irreparable harm for which there is no adequate remedy at law. The commission is

contrary intent or prohibit Sprint from ordering, or relieve BellSouth from provisioning, UNECs. Note: The references to "attachment" in this note are to the attachments within the Agreement.

authorized to seek relief in circuit court including temporary and permanent injunctions, restraining orders, or any other appropriate order. Such remedies shall be in addition to and supplementary to any other remedies available for enforcement of agency actions under s. 120.69 or the provisions of this chapter. The commission shall establish procedures implementing this section by rule.

26. The orders approving the Agreement and each amendment to the Agreement constitute orders of the Commission, govern the conduct of the Parties to the Agreements and are enforceable by the Commission. *In re: Petition by Sprint Communications Company Limited Partnership d/b/a Sprint for arbitration with BellSouth Telecommunications, Inc. concerning interconnection rates, terms, and conditions, pursuant to the Federal Telecommunications Act of 1996*, Docket No. 961150-TP; Order No. PSC-97-0983-FOF-TP, 97 FPSC 8:3981997, Fla. PUC LEXIS 1106; 97 FPSC 398 August 15, 1997; *In re: Request for approval of amendment to interconnection agreement between Sprint Communications Company Limited Partnership (successor to Sprint Metropolitan Networks, Inc.) and BellSouth Telecommunications, Inc.* , Docket No. 981082-TP; Order No. PSC-98-1534-FOF-TP, 1998 Fla. PUC LEXIS 2159; 98 FPSC 11; 162, November 20, 1998; *In re: Request by BellSouth Telecommunications, Inc. for approval amendment to interconnection, unbundling, and resale agreement with Sprint Communications Company Limited Partnership* , Docket No. 990033-TP; Order No. PSC-99-0597-FOF-TP, 1999 Fla. PUC LEXIS 601; 99 FPSC 4; 25 April 1, 1999; *In re: Request for approval of amendment to interconnection, unbundling, and resale agreement between BellSouth Telecommunications, Inc. and Sprint Communications Company Limited Partnership*, Docket No. 990058-TP; Order No. PSC-99-0623-FOF-TP, 1999 Fla. PUC LEXIS 627; 99 FPSC 4; 60 April 2, 1999; *In re: Request by BellSouth Telecommunications, Inc. for approval of amendment to existing interconnection agreement with Sprint Communications Company Limited Partnership*, Docket No. 990439-TP; Order No. PSC-99-1048-FOF-TP, 1999 Fla. PUC LEXIS 916; 99 FPSC 5; 315, May 24, 1999.
27. Sections 251 and 252 of the Telecommunications Act of 1996 (Act) contain specific requirements for Incumbent Local Exchange Carriers (ILECs) in the

provision of interconnection to competing local providers. Most importantly, section 251(c)(2) imposes a duty on incumbent LECs to “provide ...interconnection with the local exchange carrier’s network ...on rates, terms and conditions that are just, reasonable, and nondiscriminatory, in accordance with the agreement and the requirements of this section and section 252.”

28. Furthermore, the Commission has authority under Sections 251 and 252 of the Act to approve and enforce agreements negotiated between ILECs and CLECs.⁶
29. The Agreement itself provides that Parties may petition the commission for the resolution of any dispute, thereby conferring jurisdiction over this matter upon the Commission.

COUNT ONE

BellSouth has failed to provision UNECs as required by the Interconnection Agreement.

30. Complainant incorporates by reference, as if fully set forth herein, the allegations contained in Paragraphs 1-29.
31. The provisions of the Agreement cited in Paragraph 20 clearly provide that BellSouth must provide UNECs that are technically feasible to Sprint upon submittal of an order by Sprint.
32. As demonstrated in Attachment 4, BellSouth has discontinued provisioning UNECs ordered by Sprint. Specifically, Defendant has refused to provision ELCs as defined in the June 23, 1999 Arrington letter.
33. Apart from the bare, insufficient statements contained in the June 16th and June 23rd letters, BellSouth has provided no justification for its actions. Accordingly,

⁶ 47 U.S.C. § 251(d)(3) and 252(e).

BellSouth has violated the Agreement, the Commission Order(s) approving it (and amendments) and the provisions of 47 U.S.C. § 252 (c) (2) by failing to provision UNEs in accordance with the Agreement. Furthermore, Defendant's actions are in conflict with Section 364.01, Florida Statutes and contrary to the Commission's orders approving the agreement (and amendments).

COUNT TWO

BellSouth's failure to continue provisioning UNECs to Sprint has harmed competition by adversely affecting Sprint economically and damaging Sprint's relationships with customers.

34. Complainant incorporates by reference, as if fully set forth herein, the allegations contained in Paragraphs 1-33.
35. By virtue of BellSouth's refusal to provide UNECs, Sprint will be forced to order higher priced special access service, install costly, uneconomical collocation facilities or resell existing BellSouth services.
36. Using special access service as a basis for Sprint to serve the approximately 34% of customers served under a UNEC platform would be substantially more costly than UNEC-based service and thus uneconomical for Sprint in many cases. Sprint has built a business relationship with customers based on the economics of utilizing UNECs provided by Defendant. Consequently, Sprint's customers expect Sprint to continue providing new services at the competitive prices in existence before June 23, 1999. Sprint cannot continue to provide new services, add services or service customers at new and/or different locations if the cost to serve the customer exceeds the revenue from the service. Use of special access will be uneconomical to Sprint in many cases. Failure to continue to provide a full service product to the customer would drive customers to seek another provider, including BellSouth.

37. For the same reasons set out in Paragraph 36, collocation would likewise present an uneconomic basis for adding new features, additional lines or serving locations in wire centers where collocation would not make economic sense.
38. Resale would not allow Sprint to add additional services that would work in an integrated manner where existing service (e.g. hunting arrangement) is provided via UNECs. Provision of service in a resale mode would not allow Sprint to receive access revenue. The economics of resale as well as the potential disruption of the customer relationship make resale a highly undesirable method of service.
39. Accordingly, BellSouth has violated the Agreement, the Commission order(s) approving it (and amendments) and the provisions of 47 U.S.C. § 252 (c) (2) by failing to provision UNEs in accordance with the Agreement. Furthermore, Defendant's actions are in conflict with Section 364.01, Florida Statutes and contrary to the Commission's orders approving the agreement (and amendments).

COUNT THREE

BellSouth's action in refusing to honor its obligation to continue providing UNECs constitutes a willful and/or intentional misconduct on Defendant's part that has caused and will continue to cause damage to Sprint.

40. Complainant incorporates by reference, as if fully set forth herein, the allegations contained in Paragraphs 1-39.
41. The abrupt, and continuing, actions of Defendant in refusing to continue providing UNECs is so egregious and without justification that it cannot be construed to be anything other than willful and intended to harm Sprint.
42. The correspondence included in Attachments 4 and 5 demonstrate that BellSouth knowingly has undertaken to discontinue providing UNECs to Sprint.

43. Sprint's Emergency Mediation Request (See, Attachment 6) was served upon BellSouth on June 30, 1999. Therein, the Affidavit of Charles S. Crowe is included and demonstrates that BellSouth's actions will harm Sprint and Sprint's business relationship with the customer.
44. BellSouth's continued act of refusing to honor UNEC orders demonstrates a calculated and willful effort to harm Sprint by refusing to comply with the Agreement.
45. Accordingly, BellSouth has violated the Agreement, the Commission Order(s) approving it (and amendments) and the provisions of 47 U.S.C. § 252 (c) (2) by failing to provision UNEs in accordance with the Agreement. Furthermore, Defendant's actions are in conflict with Section 364.01, Florida Statutes and contrary to the Commission's orders approving the agreement (and amendments).

COUNT FOUR

BellSouth has violated the Agreement by failing to follow the dispute resolution provision(s) of Section 15.

46. Complainant incorporates by reference, as if fully set forth herein, the allegations contained in Paragraphs 1-45.
47. Defendant has completely ignored the provisions of the Dispute Resolution clause in Sections 15.1 of the Agreement. First, by unilaterally interpreting the Agreement in a manner that is inconsistent with the plain language and the established course of dealing, Defendant has manufactured a dispute.
48. Having then manufactured a dispute, BellSouth unilaterally acted before seeking either a director level resolution or resolution by the Commission. This is contrary to the intent of the clause, which requires resolution before a change in an

established course of action. Instead, BellSouth claims, without support or justification, that the existence of a dispute means that the brand new BellSouth position of refusing to provision UNECs – contrary to its two-year course of dealing – should prevail pending resolution of the dispute.

49. BellSouth’s actions of bypassing the dispute resolution provision (15.1) constitute a breach of the Agreement. Consequently, BellSouth has violated the Agreement, the Commission Order(s) approving it (and amendments) and the provisions of 47 U.S.C. § 252 (c) (2) by failing to provision UNEs in accordance with the Agreement. Furthermore, Defendant’s actions are in conflict with Section 364.01, Florida Statutes and contrary to the Commission’s orders approving the agreement (and amendments).

Other Information

50. BellSouth cannot avail itself of the argument that action of the Federal Communications Commission, Florida Public Service Commission, or any Federal court has relieved it of any obligation to provision UNECs in the Agreement. The Defendant has not reserved unto itself the option to “import” any extra-contract authority that frees it of the obligations to provide UNECs. Section 9.3 provides the only means of achieving such relief. By its plain language, it does not apply to the circumstances here:

In the event that any final and non-appealable legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of Sprint or BellSouth to perform any material terms of the agreement, Sprint or BellSouth may, on thirty (30) days’ written notice (delivered not later than thirty (30) days following the date on which such action has become legally binding and has otherwise become final and nonappealable) require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the Dispute shall be resolved pursuant to Section 15 of the General Terms and Conditions of this agreement.

51. BellSouth has not provided any notice required under Section 9.3. It has given no indication that it intends to invoke this Section. Furthermore, no relevant action has become final and non-appealable within the 30-day window provided for under the Agreement.
52. Defendant cannot assert as a defense or justification that Section 22.8 protects its actions. BellSouth's June 16th letter cannot be deemed an exercise to preserve or assert its rights under Section 22.8 of the contract⁷. Because BellSouth acted in a manner entirely consistent with the provisions of the contract, it cannot now assert that UNECs are forbidden, that the contract so provides and its provision of UNECs does not constitute a waiver of the position it now asserts. This provision exists solely to prevent one Party from defeating the purposes of the Agreement by relying on minor variations from the strict adherence to the terms of the contract. The provision is intended to protect the reasonably vigilant Party from the pitfalls of day-to-day business dealings. Defendant cannot now seek to turn the provision on its head by using it as a sword to insert an entirely new interpretation of the Agreement.
53. Since there have been no pricing disputes⁸ under the Agreement, the provisions of Section 36.1 do not apply as an obstacle for the provision of UNECs.

⁷ Except as otherwise provided in this Agreement, no amendment or waiver of any provision of this Agreement, and no consent to any default under this Agreement, shall be effective unless the same is in writing and signed by an officer of the Party against whom such amendment, waiver or consent is claimed. In addition, no course of dealing or failure of a Party to strictly enforce any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition.

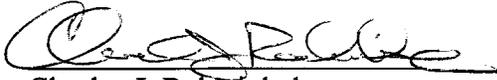
⁸ Sprint may be paying higher than TELRIC rates for DS3 dedicated transport, but that has not been raised as an issue with BellSouth. Receiving an excessive rate for this aspect of the combination has not harmed BellSouth.

REQUEST FOR RELIEF.

WHEREFORE, based on the foregoing, Complainant respectfully requests that the Commission:

1. Assert jurisdiction over this complaint;
2. Expeditiously conduct a hearing on the matters complained of herein;
3. Order BellSouth to immediately cease and desist from anticompetitive practices in the provision of unbundled loop combinations;
4. Order BellSouth to comply with the terms and conditions of its interconnection Agreement with Sprint;
5. Specifically order BellSouth to immediately recommence honoring Sprint requests for loop combinations consistent with the manner in which such combinations have been provisioned throughout the term of the Agreement;
6. Order BellSouth to reimburse or refund to Sprint, or otherwise make Sprint whole (including restoration of lost revenues), with respect to any and all costs incurred by Sprint as the result of BellSouth's failure to provision UNE combinations; and
7. Order such other and further relief (including ordering injunctive relief pursuant to Section 364.015, Florida Statutes), as the Commission may deem just and reasonable under the circumstances.

RESPECTFULLY SUBMITTED this 9th day of August 1999.



Charles J. Rehwinkel
Susan S. Masterton
P.O. Box 2214
MC FLTLHO0107
Tallahassee, Florida 3230-2214

ATTORNEYS FOR SPRINT
COMMUNICATIONS COMPANY
LIMITED PARTNERSHIP

CERTIFICATE OF SERVICE
DOCKET NO. _____

I HEREBY CERTIFY that a true and correct copy of the foregoing Complaint was served by U.S. Mail or hand-delivery this 9th day of August, 1999 on the following:

Nancy B. White
C/o Nancy H. Sims
BellSouth Telecommunications, Inc.
150 S. Monroe Street Suite 400
Tallahassee, Florida 32301-1556

Division of Legal Services
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850



Charles J. Rehwinkel

ATTACHMENT # 1



Legal Department

NANCY B. WHITE
General Attorney

BellSouth Telecommunications, Inc.
150 South Monroe Street
Room 400
Tallahassee, Florida 32301
(404) 347-5558

July 1, 1997

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

RE: Docket No. 961150-TP

Dear Mrs. Bayo:

Pursuant to the Commission's order issued June 17, 1997 in the above-mentioned docket, enclosed please find for filing one original and 5 copies of the Interconnection Agreement between BellSouth Telecommunications, Inc. and Sprint Communications Company, Limited Partnership. The Interconnection Agreement submitted incorporates the Commission's February 3 and June 17, 1997 decisions. Both parties wish to thank the Commission and its staff for the consideration and time expended in dealing with these very important matters.

ACK ✓
JFA _____
APP _____
CAF _____
CNU _____
JTB _____
EAG _____
LEE 1
JH _____
JPD _____
RCH _____
SEC 1

Due to the length of the interconnection agreement, BellSouth is not at present including a copy of the agreement in the package that will go to the parties of record. BellSouth, upon request, will provide a copy of the agreement to any party to the proceeding.

Sincerely,

Nancy B. White
Nancy B. White (BW)

cc: Parties of Record
A. M. Lombardo
R. G. Beatty
W. J. Ellenberg

DOCUMENT FILED
9683 JUL 15
RECORDS SECTION

AGREEMENT

between

BellSouth Telecommunications, Inc.

and

Sprint Communications Company L.P.

Effective Date: _____ 1997

FLORIDA

DOCUMENT NUMBER-DATE

05631 JUL - Sprint - FL
07/01/97

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ATTACHMENTS

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Attachment 11	Definitions
Attachment 12	Left Blank Intentionally
Attachment 13	BAPCO Agreement
Attachment 14	Bona Fide Request Process
Attachment 15	Interface Requirements for Ordering and Provisioning, Maintenance and Repair, and Pre-Ordering

AGREEMENT

PREFACE

This Agreement, which shall become effective as of the _____ day of _____, is entered into by and between Sprint Communications Company L.P. ("Sprint"), a Delaware Limited Partnership, having an office at 7301 College Boulevard, Overland Park, Kansas 66210, on behalf of itself, and BellSouth Telecommunications, Inc. ("BellSouth"), a Georgia corporation, having an office at 675 West Peachtree Street, Atlanta, Georgia 30375, on behalf of itself and its successors and assigns.

RECITALS

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

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

WHEREAS, BellSouth is an Incumbent Local Exchange Carrier; and

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

WHEREAS, Sprint is a Telecommunications Carrier and has requested that BellSouth negotiate an Agreement with Sprint for the provision of Interconnection, Unbundled Network Elements, and Ancillary Functions as well as Telecommunications Services for resale, pursuant to the Act and in conformance with BellSouth's duties under the Act,

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

DEFINITIONS AND ACRONYMS

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

GENERAL TERMS AND CONDITIONS

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

This Agreement and its attachments set forth the terms, conditions and prices under which BellSouth agrees to provide (a) Telecommunications Service that BellSouth currently provides, or may offer hereafter for resale along with the Support Functions and Service Functions set forth in this Agreement (hereinafter collectively referred to as "Local Services") and (b) certain unbundled Network Elements, or combinations of such Network Elements ("Combinations") and (c) Ancillary Functions to Sprint (Local Services, Network Elements, Combinations, and Ancillary Functions, collectively referred to as "Services and Elements"). This Agreement also sets forth the terms and conditions for the interconnection of Sprint's network to BellSouth's network and the mutual and reciprocal compensation for the transport and termination of telecommunications traffic. BellSouth may fulfill the requirements imposed upon it by this Agreement by itself or, in the case of directory listings for white pages may cause BellSouth Advertising and Publishing Company ("BAPCO") to take such actions to fulfill BellSouth's responsibilities. This Agreement includes Parts I through IV, and their Attachments 1 - 15 and all accompanying Appendices and Exhibits. Unless otherwise provided in this Agreement, BellSouth will perform all of its obligations hereunder throughout its entire service area. The Parties further agree to comply with all provisions of the Act, including Section 271(e) (1).

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

any Services and Elements provided by Sprint or by any other vendor. Sprint may purchase unbundled Network Elements for the purpose of combining Network Elements in any manner that is technically feasible, including recreating existing BellSouth services.

- 1.1 Subject to the requirements of this Agreement, Sprint may, at any time add, relocate or modify any Services and Elements purchased hereunder. Requests for additions or other changes shall be handled pursuant to the Bona Fide Request Process provided in Attachment 14. Termination of any Services or Elements shall be handled pursuant to Section 3.1 of the General Terms and Conditions of this Agreement.
- 1.2 BellSouth shall not discontinue any Network Element, Ancillary Function, or Combination provided hereunder without the prior written consent of Sprint. Such consent shall not be unreasonably withheld. BellSouth shall not discontinue any Local Service provided hereunder unless BellSouth provides Sprint prior written notice as stated in Section 24.3.2.1 of intent to discontinue any such service. BellSouth agrees to make any such service available to Sprint for resale to Sprint's Customers who are subscribers of such services from Sprint until the date BellSouth discontinues any such service for BellSouth's Customers. BellSouth also agrees to adopt a reasonable, nondiscriminatory transition schedule for BellSouth or Sprint Customers who may be purchasing any such service.

2. **Term of Agreement**

- 2.1 When executed by authorized representatives of BellSouth and Sprint, this Agreement shall become effective as of the Effective Date stated above, and shall expire three (3) years from the Effective Date unless terminated in accordance with the provisions of Section 3.2 of the General Terms and Conditions.
- 2.2 Assuming both parties desire a Follow-on Agreement, no later than one hundred and eighty (180) days prior to the expiration of this Agreement, the Parties agree to commence negotiations with regard to the terms, conditions and prices of a Follow-on Agreement for the provision of Services and Elements to be effective on or before the expiration date of this Agreement ("Follow-on Agreement"). The Parties further agree that any such Follow-on Agreement shall be for a term of no less than three (3) years unless the Parties agree otherwise.
- 2.3 If, within one hundred and thirty-five (135) days of commencing the negotiation referenced to Section 2.2, above, the Parties are unable to satisfactorily negotiate new terms, conditions and prices, either Party may petition the Commission to establish an appropriate Follow-on Agreement pursuant to 47 U.S.C. § 252. The Parties agree that in such event they

shall encourage the Commission to issue its order regarding such Follow-on Agreement no later than the expiration date of this Agreement. The Parties further agree that in the event the Commission does not issue its order by the expiration date of this Agreement, or if the Parties continue beyond the expiration date of this Agreement to negotiate without Commission intervention, the terms, conditions and prices ultimately ordered by the Commission, or negotiated by the Parties, will be effective, retroactive to the day following the expiration date of this Agreement. Until the desired Follow-on Agreement becomes effective, BellSouth shall provide Services and Elements pursuant to the terms, conditions and prices of this Agreement that are then in effect. Prior to filing a Petition pursuant to this Section 2.3, the Parties agree to utilize the dispute resolution process provided in Section 15 of the General Terms and Conditions of this Agreement.

3. **Termination of Agreement; Transitional Support**

- 3.1 Sprint may terminate any Local Service(s), Network Element(s), Combination(s), or Ancillary Function(s) provided under this Agreement upon thirty (30) days written notice to BellSouth unless a different notice period or different conditions are specified for termination of such Local Services(s), Network Element(s), or Combination(s) in this Agreement or pursuant to any applicable tariff, in which event such specific period or conditions shall apply, provided such period or condition is reasonable, nondiscriminatory and narrowly tailored. Where there is no such different notice period or different condition specified, Sprint's liability shall be limited to payment of the amounts due for any terminated Local Service(s), Network Element(s), Combination(s) or Ancillary Service provided up to and including the date of termination. Notwithstanding termination, the provisions of Section 10 below shall still apply. Upon termination, BellSouth agrees to cooperate in an orderly and efficient transition to Sprint or another vendor such that the level and quality of the Services and Elements is not degraded and to exercise its best efforts to effect an orderly and efficient transition. Sprint agrees that it may not terminate the entire Agreement pursuant to this section.
- 3.2 If a Party is in breach of a material term or condition of this Agreement ("Defaulting Party"), the other Party shall provide written notice of such breach to the Defaulting Party. The defaulting party shall have at least ten (10) business days, or as otherwise mutually agreed, from receipt of notice to cure the breach. If the breach is not cured, the Parties shall follow the dispute resolution procedure of Section 15 of the General Terms and Conditions of this Agreement.

4. **Good Faith Performance**

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

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

If as a result of any proceeding or filing before any Court, State Commission, or the Federal Communications Commission, voluntary agreement or arbitration proceeding pursuant to the Act or pursuant to any applicable state law, BellSouth becomes obligated to provide Services and Elements, whether or not presently covered by this Agreement, to a third party at rates or on terms and conditions more favorable to such third party than the applicable provisions of this Agreement, Sprint shall have the option to substitute such more favorable rates, terms, and conditions for the relevant provisions of this Agreement which shall apply to the same States as such other party, and such substituted rates, terms or conditions shall be deemed to have been effective under this Agreement as of the effective date thereof. BellSouth shall provide to Sprint any BellSouth agreement between BellSouth and any third party within fifteen (15) days of the filing of such agreement with any state Commission.

6. **Responsibility of Each Party**

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

each Party shall be responsible for (i) its own acts and performance of all obligations imposed by Applicable Law in connection with its activities, legal status and property, real or personal and, (ii) the acts of its own affiliates, employees, agents and contractors during the performance of that Party's obligations hereunder.

7. **Governmental Compliance**

7.1 Sprint and BellSouth each shall comply at its own expense with all Applicable Law that relates to (i) its obligations under or activities in connection with this Agreement or (ii) its activities undertaken at, in connection with or relating to Work Locations. Sprint and BellSouth each agree to indemnify, defend (at the other Party's request) and save harmless the other, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from (i) its failure or the failure of its contractors or agents to so comply or (ii) any activity, duty or status of it or its contractors or agents that triggers any legal obligation to investigate or remediate environmental contamination. BellSouth, at its own expense, will be solely responsible for obtaining from governmental authorities, building owners, other carriers, and any other persons or entities, all rights and privileges (including, but not limited to, space and power), which are necessary for BellSouth to provide the Services and Elements pursuant to this Agreement. Sprint, at its own expense, will be solely responsible for obtaining from governmental authorities, building owners, other carriers, and any other persons or entities, all rights and privileges which are Sprint's obligation as a provider of telecommunications services to its Customers pursuant to this Agreement.

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

8. **Responsibility For Environmental Contamination**

8.1 Sprint shall in no event be liable to BellSouth for any costs whatsoever resulting from the presence or Release of any Environmental Hazard or Hazardous Materials that Sprint did not introduce to the affected Work Location so long as Sprint's actions do not cause or substantially contribute to the release of any Environmental Hazard or Hazardous Materials. BellSouth shall indemnify, defend (at Sprint's request) and hold harmless Sprint, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise

out of or result from (i) any Environmental Hazard or Hazardous Materials that BellSouth, its contractors or agents introduce to the Work Locations or (ii) the presence or Release of any Environmental Hazard or Hazardous Materials for which BellSouth is responsible under Applicable Law, to the extent the release of any Environmental Hazard or Hazardous Materials is not caused or substantially contributed to by Sprint's actions.

- 8.2 BellSouth shall in no event be liable to Sprint for any costs whatsoever resulting from the presence or Release of any Environmental Hazard or Hazardous Materials that BellSouth did not introduce to the affected Work Location, so long as BellSouth's actions do not cause or substantially contribute to the Release of any Environmental Hazards or Hazardous Materials. Sprint shall indemnify, defend (at BellSouth's request) and hold harmless BellSouth, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from (i) any Environmental Hazard or Hazardous Materials that Sprint, its contractors or agents introduce to the Work Locations or (ii) the presence or Release of any Environmental Hazard or Hazardous Materials for which Sprint is responsible under Applicable Law, to the extent the release of any Environmental Hazard or Hazardous Materials is not caused or substantially contributed to by BellSouth's actions.

9. **Regulatory Matters**

- 9.1 BellSouth shall be responsible for obtaining and keeping in effect all Federal Communications Commission, State Commissions, franchise authority and other regulatory approvals that may be required in connection with the performance of its obligations under this Agreement. Sprint shall be responsible for obtaining and keeping in effect all Federal Communications Commission, state regulatory Commission, franchise authority and other regulatory approvals that may be required in connection with its offering of services to Sprint Customers contemplated by this Agreement. Sprint shall reasonably cooperate with BellSouth in obtaining and maintaining any required approvals for which BellSouth is responsible, and BellSouth shall reasonably cooperate with Sprint in obtaining and maintaining any required approvals for which Sprint is responsible.
- 9.2 In the event that BellSouth is required by any governmental authority to file a tariff or make another similar filing ("Filing") in order to implement this Agreement, BellSouth shall (i) consult with Sprint reasonably in advance of such Filing about the form and substance of such Filing, (ii) provide to Sprint its proposed tariff and obtain Sprint's agreement on the form and substance of such Filing, and (iii) take all steps reasonably necessary to

ensure that such Filing imposes obligations upon BellSouth that are no less favorable than those provided in this Agreement and preserves for Sprint the full benefit of the rights otherwise provided in this Agreement. In no event shall BellSouth file any tariff to implement this Agreement that purports to govern Services and Elements that is inconsistent with the rates and other terms and conditions set forth in this Agreement unless such rate or other terms and conditions are more favorable than those set forth in this Agreement.

- 9.3 In the event that any final and nonappealable legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of Sprint or BellSouth to perform any material terms of this Agreement, Sprint or BellSouth may, on thirty (30) days' written notice (delivered not later than thirty (30) days following the date on which such action has become legally binding and has otherwise become final and nonappealable) require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the Dispute shall be resolved pursuant to Section 15 of the General Terms and Conditions of this Agreement.

10. **Liability and Indemnity**

- 10.1 **Liabilities of BellSouth** - Unless expressly stated otherwise in this Agreement, the liability of BellSouth to Sprint during any contract year resulting from any and all causes shall not exceed the amounts owing Sprint during the contract year in which such cause arises or accrues.
- 10.2 **Liabilities of Sprint** - Unless expressly stated otherwise in this Agreement, the liability of Sprint to BellSouth during any contract year resulting from any and all causes shall not exceed the amounts owing BellSouth during the contract year in which such cause arises or accrues.
- 10.3 Each Party shall, to the greatest extent permitted by Applicable Law, include in its local switched service tariff (if it files one in a particular state) or in any state where it does not file a local service tariff, in an appropriate contract with its customers that relates to the Services and Elements provided under this Agreement, a limitation of liability (i) that covers the other Party to the same extent the first Party covers itself and (ii) that limits the amount of damages a customer may recover to the amount charged the applicable customer for the service that gave rise to such loss.
- 10.4 **No Consequential Damages** - Neither Sprint nor BellSouth shall be liable to the other Party for any indirect, incidental, consequential, reliance, or

special damages suffered by such other Party (including without limitation damages for harm to business, lost revenues, lost savings, or lost profits suffered by such other parties (collectively, "Consequential Damages")), regardless of the form of action, whether in contract, warranty, strict liability, or tort, including without limitation negligence of any kind whether active or passive, and regardless of whether the parties knew of the possibility that such damages could result. Each Party hereby releases the other Party and such other Party's subsidiaries and affiliates, and their respective officers, directors, employees and agents from any such claim for consequential damages. Nothing contained in this section 10 shall limit BellSouth's or Sprint's liability to the other for actual damages resulting from (i) willful or intentional misconduct (including gross negligence); (ii) bodily injury, death or damage to tangible real or tangible personal property proximately caused by BellSouth's or Sprint's negligent act or omission or that of their respective agents, subcontractors or employees, nor shall anything contained in this section 10 limit the parties' indemnification obligations as specified herein.

10.5 **Obligation to Indemnify and Defend** - Each Party shall, and hereby agrees to, defend at the other's request, indemnify and hold harmless the other Party and each of its officers, directors, employees and agents (each, an "Indemnitee") against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, known or unknown, liquidated or unliquidated, including without limitation all reasonable costs and expenses incurred (legal, accounting or otherwise) (collectively, "Damages") arising out of, resulting from or based upon any pending or threatened claim, action, proceeding or suit by any third Party (a "Claim") (i) alleging any breach of any representation, warranty or covenant made by such indemnifying Party (the "Indemnifying Party") in this Agreement, (ii) based upon injuries or damage to any person or property or the environment arising out of or in connection with this Agreement that are the result of the Indemnifying Party's actions, breach of Applicable Law, or status of its employees, agents and subcontractors, or (iii) for actual or alleged infringement of any patent, copyright, trademark, service mark, trade name, trade dress, trade secret or any other intellectual property right, now known or later developed (referred to as "Intellectual Property Rights") to the extent that such claim or action arises from Sprint or Sprint's Customer's use of the Services and Elements provided under this Agreement.

10.6 **Defense; Notice; Cooperation** - Whenever a Claim shall arise for indemnification under this Section 10, the relevant Indemnitee, as appropriate, shall promptly notify the Indemnifying Party and request the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability

that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such Claim. The Indemnifying Party shall have the right to defend against such liability or assertion in which event the Indemnifying Party shall give written notice to the Indemnitee of acceptance of the defense of such Claim and the identity of counsel selected by the Indemnifying Party. Except as set forth below, such notice to the relevant Indemnitee shall give the Indemnifying Party full authority to defend, adjust, compromise or settle such Claim with respect to which such notice shall have been given, except to the extent that any compromise or settlement shall prejudice the Intellectual Property Rights of the relevant Indemnitees. The Indemnifying Party shall consult with the relevant Indemnitee prior to any compromise or settlement that would affect the Intellectual Property Rights or other rights of any Indemnitee, and the relevant Indemnitee shall have the right to refuse such compromise or settlement and, at the refusing Party's or refusing Parties' cost, to take over such defense, provided that in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the relevant Indemnitee against, any cost or liability in excess of such refused compromise or settlement. With respect to any defense accepted by the Indemnifying Party, the relevant Indemnitee shall be entitled to participate with the Indemnifying Party in such defense if the Claim requests equitable relief or other relief that could affect the rights of the Indemnitee and also shall be entitled to employ separate counsel for such defense at such Indemnitee's expense. In the event the Indemnifying Party does not accept the defense of any indemnified Claim as provided above, the relevant Indemnitee shall have the right to employ counsel for such defense at the expense of the Indemnifying Party. Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such Claim and the relevant records of each Party shall be available to the other Party with respect to any such defense.

11. **Audits and Inspections**

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

11.1.1 Subject to BellSouth's reasonable security requirements and except as may be otherwise specifically provided in this Agreement, Sprint may audit BellSouth's books, records and other documents once in each Contract Year for the purpose of evaluating the accuracy of BellSouth's billing and invoicing. Such audit may include examination of the flow of call detail records from BellSouth's switch to BellSouth's internal systems

to the usage file transmitted to Sprint. Sprint may employ other persons or firms for this purpose. Such audit shall take place at a time and place agreed on by the Parties no later than thirty (30) days after notice thereof to BellSouth.

- 11.1.2 BellSouth shall promptly correct any billing error that is revealed in an audit, including making refund of any overpayment by Sprint in the form of a credit on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results. Any Disputes concerning audit results shall be resolved pursuant to the procedures described in Section 15 of the General Terms and Conditions of this Agreement.
- 11.1.3 BellSouth shall cooperate fully in any such audit, providing reasonable access to any and all appropriate BellSouth employees and books, records and other documents reasonably necessary to assess the accuracy of BellSouth's bills.
- 11.1.4 Sprint may audit BellSouth's books, records and documents more than once during any Contract Year if the previous audit found previously uncorrected net variances or errors in invoices in BellSouth's favor with an aggregate value of at least two percent (2%) of the amounts payable by Sprint for Services and Elements or Combinations provided during the period covered by the audit.
- 11.1.5 Audits shall be at Sprint's expense, subject to reimbursement by BellSouth in the event that an audit finds an adjustment in the charges or in any invoice paid or payable by Sprint hereunder by an amount that is, on an annualized basis, greater than two percent (2%) of the aggregate charges for the Services and Elements during the period covered by the audit.
- 11.1.6 Upon (i) the discovery by BellSouth of overcharges not previously reimbursed to Sprint or (ii) the resolution of disputed audits, BellSouth shall promptly reimburse Sprint the amount of any overpayment times the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the date of overpayment to and including the date that payment is actually made. In no event, however, shall interest be assessed on any previously assessed or accrued late payment charges.
- 11.2 Subject to reasonable security requirements, either Party may audit the books, records and other documents of the other for the purpose of evaluating usage pertaining to transport and termination of local traffic. Such audit may include examination of the flow of call detail records from the switch, to the internal systems, to the usage file transmitted. Where such usage data is being transmitted through CABS, the audit shall be

conducted in accordance with CABS or other applicable requirements approved by the appropriate State Commission. If data is not being transferred via CABS, either Party may request an audit for such purpose once each Contract Year. Either Party may employ other persons or firms for this purpose. Any such audit shall take place no later than thirty (30) days after notice thereof to the other Party.

- 11.2.1 Either Party shall promptly correct any reported usage error that is revealed in an audit, including making payment of any underpayment after the Parties have agreed upon the accuracy of the audit results. Any Disputes concerning audit results shall be resolved pursuant to the procedures described in Section 15 of the General Terms and Conditions of this Agreement.
- 11.2.2 The Parties shall cooperate fully in any such audit, providing reasonable access to any and all appropriate employees and books, records and other documents reasonably necessary to assess the usage pertaining to transport and terminating of local traffic.

12. **Performance Measurement**

- 12.1 In providing Services and Elements, BellSouth will provide Sprint with the quality of service BellSouth provides itself, a subsidiary, an Affiliate or any other Party. BellSouth's performance under this Agreement shall provide Sprint with the capability to meet standards or other measurements that are at least equal to the level that BellSouth provides or is required to provide by law and its own internal procedures. BellSouth shall satisfy all service standards, measurements, and performance requirements set forth in the Agreement and the specific quality measurements that the Parties may mutually agree within forty-five (45) days of the approval of this Agreement. In the interim, until the Parties establish such permanent quality measurements (which may include the service quality measurements provided in the interim) the Service Quality Rules set forth in Chapter 515-12-1 of the Rules of the Georgia Public Service Commission shall apply.

12.2 **DELETED**

12.3 Left Blank Intentionally.

13. **Force Majeure**

- 13.1 Neither Party shall be liable for any delay or failure in performance of any part of this Agreement caused by a Force Majeure condition, including acts of the United States of America or any state, territory or political subdivision thereof, acts of God or a public enemy, fires, floods, freight

embargoes, strikes, earthquakes, volcanic actions, wars, civil disturbances or other causes beyond the reasonable control of the Party claiming excusable delay or other failure to perform. Force Majeure shall not include acts of any Governmental Authority relating to environmental, health or safety conditions at Work Locations. If any Force Majeure condition occurs, the Party whose performance fails or is delayed because of such Force Majeure condition shall give prompt notice to the other Party, and upon cessation of such Force Majeure condition, shall give like notice and commence performance hereunder as promptly as reasonably practicable. In the event of a Force Majeure condition, both Parties agree to treat the other Party in a nondiscriminatory fashion.

- 13.2 Notwithstanding Section 13.1, no delay or other failure to perform shall be excused pursuant to this Section 13 by the acts or omission of a Party's subcontractors, material persons, suppliers or other third persons providing products or services to such Party unless: (i) such acts or omissions are themselves the product of a Force Majeure condition, (ii) such acts or omissions do not relate to environmental, health or safety conditions at Work Locations and, (iii) unless such delay or failure and the consequences thereof are beyond the control and without the fault or negligence of the Party claiming excusable delay or other failure to perform. Notwithstanding the foregoing, this Section 13 shall not excuse failure or delays where BellSouth is required to implement Disaster Recovery plans to avoid such failures and delays in performance.

14. **Certain Federal, State and Local Taxes**

- 14.1 **Definition** For purposes of this Section 14, the terms "taxes" and "fees" shall include but not be limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed on, or sought to be imposed on, either of the Parties and measured by the charges or payments, for the services furnished hereunder, excluding any taxes levied on income.

14.2 **Taxes And Fees Imposed Directly On Either Providing Party or Purchasing Party**

- 14.2.1 Taxes and fees imposed on the providing Party, which are neither permitted nor required to be passed on by the providing Party to its Customer, shall be borne and paid by the providing Party.

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

14.3 **Taxes and Fees Imposed on Purchasing Party But Collected and Remitted by Provider**

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

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

14.3.3 If the purchasing Party determines that in its opinion any such taxes or fees are not lawfully due the providing Party shall not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefor, and satisfying any other requirements under Applicable Law. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to be lawfully due, or any such tax or fee that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its own expense. In the event that such contest must be pursued in the name of the providing Party, the providing Party shall permit the purchasing Party to pursue the contest in the name of providing Party and the providing Party shall have the opportunity to participate fully in the preparation of such contest. In any such contest, the purchasing Party shall promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between purchasing Party and the taxing authority.

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

- 14.3.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 14.3.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereof, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are reasonably and necessarily incurred by the providing Party in connection with any claim for or contest of any such tax or fee.
- 14.3.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.
- 14.4 **Taxes And Fees Imposed On Seller But Passed On To Purchasing Party**
- 14.4.1 Taxes and fees imposed on providing Party, which are permitted or required to be passed on by the providing Party to its Customer, shall be borne by the purchasing Party.
- 14.4.2 To the extent permitted by Applicable Law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.
- 14.4.3 If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee and with respect to whether to contest the imposition of such tax or fee. Notwithstanding the foregoing, the providing Party shall retain responsibility for determining whether and to what extent any such taxes or fees are applicable. The providing Party shall further retain responsibility for determining whether and how to contest the imposition of such taxes or fees; provided, however, the Parties agree to consult in good faith as to such contest and that any such contest undertaken at the request of purchasing Party shall be at the purchasing Party's expense. In the event that such contest must be pursued in the name of the providing Party, providing Party shall permit purchasing Party to pursue

the contest in the name of providing Party and the providing Party shall have the opportunity to participate fully in the preparation of such contest.

- 14.4.4 If, after consultation in accordance with the preceding Section 14.4.3, the purchasing Party does not agree with the providing Party's final determination as to the application or basis of a particular tax or fee, and if the providing Party, after receipt of a written request by the purchasing Party to contest the imposition of such tax or fee with the imposing authority, fails or refuses to pursue such contest or to allow such contest by the purchasing Party, the purchasing Party may utilize the procedures in Section 15 of the General Terms and Conditions of this Agreement. Utilization of the dispute resolution process shall not relieve the purchasing Party from liability for any tax or fee billed by the providing Party pursuant to this subsection during the pendency of such dispute resolution proceeding. In the event that the purchasing Party prevails in such dispute resolution proceeding, it shall be entitled to a refund in accordance with the final decision therein. Notwithstanding the foregoing, if at any time prior to a final decision in such dispute resolution proceeding the providing Party initiates a contest with the imposing authority with respect to any of the issues involved in such dispute resolution proceeding, the dispute resolution proceeding shall be dismissed as to such common issues and the final decision rendered in the contest with the imposing authority shall control as to such issues.
- 14.4.5 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee with the imposing authority, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
- 14.4.6 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 14.4.7 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.
- 14.4.8 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a

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

14.5 **Mutual Cooperation**

In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest. Each Party agrees to indemnify and hold harmless the other Party from and against any losses, damages, claims, demands, suits, liabilities and expenses, including reasonable attorney's fees, that arise out of its failure to perform its obligations under this section.

15. **Dispute Resolution**

15.1 The parties agree that if any dispute arises as to the requirements of this Agreement, the parties will initially refer the dispute to a director level representative from both parties. If the dispute is not resolved within 30 days by the representatives, either Party may petition the Commission for resolution of the dispute.

16. **Notices**

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

If to Sprint:

Gary Owens
Vice President
Sprint Communications Company L.P.
7301 College Boulevard
Overland Park, KS 66210

Melissa Cloz
Director
Sprint
Suite 400B
151 Southhall Lane
Maitland, FL 32751

W. Richard Morris
General Attorney
Sprint Communications Company L.P.
7301 College Boulevard
Overland Park, KS 66210

If to BellSouth:

Carol Jarman
Interconnection Services
Suite 440
2 Chase Corporate Drive
Birmingham, AL 35244

General Attorney--Interconnection
Suite 4300
675 W. Peachtree St.
Atlanta, GA 30375

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

17. **Confidentiality and Proprietary Information**

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

performance of this Agreement, shall be deemed Confidential Information of Sprint for all purposes under this Agreement.

- 17.2 For a period of five (5) years from the receipt of Confidential Information from the Discloser, except as otherwise specified in this Agreement, the Recipient agrees (a) to use it only for the purpose of performing under this Agreement, (b) to hold it in confidence and disclose it to no one other than its employees having a need to know for the purpose of performing under this Agreement, and (c) to safeguard it from unauthorized use or disclosure with at least the same degree of care with which the Recipient safeguards its own Confidential Information. If the Recipient wishes to disclose the Discloser's Confidential Information to a third party agent or consultant, the agent or consultant must have executed a written agreement of non-disclosure and non-use comparable in scope to the terms of this Section.
- 17.3 The Recipient may make copies of Confidential Information only as reasonably necessary to perform its obligations under this Agreement. All such copies shall bear the same copyright and proprietary rights notices as are contained on the original.
- 17.4 The Recipient agrees to return all Confidential Information in tangible form received from the Discloser, including any copies made by the Recipient, within thirty (30) days after a written request is delivered to the Recipient, or to destroy all such Confidential Information, except for Confidential Information that the Recipient reasonably requires to perform its obligations under this Agreement. If either Party loses or makes an unauthorized disclosure of the other Party's Confidential Information, it shall notify such other Party immediately and use reasonable efforts to retrieve the lost or wrongfully disclosed information.
- 17.5 The Recipient shall have no obligation to safeguard Confidential Information: (a) which was in the possession of the Recipient free of restriction prior to its receipt from the Discloser; (b) after it becomes publicly known or available through no breach of this Agreement by the Recipient; (c) after it is rightfully acquired by the Recipient free of restrictions on its disclosure; or (d) after it is independently developed by personnel of the Recipient to whom the Discloser's Confidential Information had not been previously disclosed. In addition, either Party shall have the right to disclose Confidential Information to any mediator, arbitrator, state or federal regulatory body, the Department of Justice or any court in the conduct of any mediation, arbitration or approval of this Agreement or in any proceedings concerning the provision of interLATA services by BellSouth that are or may be required by the Act. Additionally, the Recipient may disclose Confidential Information if so required by law,

a court, or governmental agency, so long as the Discloser has been notified of the requirement promptly after the Recipient becomes aware of the requirement. In all cases, the Recipient must undertake all lawful measures to avoid disclosing such information until Discloser has had reasonable time to seek and comply with a protective order that covers the Confidential Information to be disclosed.

- 17.6 Each Party's obligations to safeguard Confidential Information disclosed prior to expiration or termination of this Agreement shall survive such expiration or termination.
- 17.7 Except as otherwise expressly provided elsewhere in this Agreement, no license is hereby granted under any patent, trademark or copyright, nor is any such license implied solely by virtue of the disclosure of any Confidential Information.
- 17.8 Each Party agrees that the Discloser would be irreparably injured by a breach of this Agreement by the Recipient or its representatives and that the Discloser shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of the provisions of this Agreement. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement, but shall be in addition to all other remedies available at law or in equity.

18. **Branding**

The Parties agree that the services offered by Sprint that incorporate Services and Elements made available to Sprint pursuant to this Agreement shall be branded as Sprint services, unless BellSouth determines to unbrand such Services and Elements for itself, in which event BellSouth may provide unbranded Services and Elements. Sprint shall provide the exclusive interface to Sprint Customers, except as Sprint shall otherwise specify. In those instances where Sprint requires BellSouth personnel or systems to interface with Sprint Customers, such personnel shall identify themselves as representing Sprint, and shall not identify themselves as representing BellSouth. Except for material provided by Sprint, all forms, business cards or other business materials furnished by BellSouth to Sprint Customers shall be subject to Sprint's prior review and approval. In no event shall BellSouth, acting on behalf of Sprint pursuant to this Agreement, provide information to Sprint local service Customers about BellSouth products or services. BellSouth agrees to provide in sufficient time for Sprint to review and provide comments, the methods and procedures, training and approaches, to be used by BellSouth to assure that BellSouth meets Sprint's branding requirement. For installation and repair services, Sprint agrees to provide

BellSouth with branded material at no charge for use by BellSouth ("Leave-Behind- Material"). Sprint will reimburse BellSouth for the reasonable and demonstrable costs BellSouth would otherwise incur as a result of the use of the generic leave behind material. BellSouth will notify Sprint of material supply exhaust in sufficient time that material will always be available. BellSouth may leave a generic card if BellSouth does not have a Sprint specific card available. BellSouth will not be liable for any error, mistake or omission, other than intentional acts or omissions or gross negligence, resulting from the requirements to distribute Sprint's Leave-Behind-Material. In the alternative, Sprint may elect to utilize the generic leave behind card provided by BellSouth.

19. **Directory Listings Requirements**

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

19.1.1 **DELETED**

19.1.2 **DELETED**

19.1.3 Subject to execution of an Agreement between Sprint and BellSouth's affiliate, BellSouth Advertising & Publishing Corporation ("BAPCO") substantially in the form set forth in Attachment 13: (1) listings shall be included in the appropriate White Pages or local alphabetical directories (including Foreign Language directories as appropriate), via the BellSouth ordering process, (basic listing shall be at no charge to Sprint or Sprint's customers); (2) Sprint's business customers' listings shall also be included in the appropriate Yellow Pages or local classified directories, via the BellSouth ordering process, at no charge to Sprint or Sprint's customers; (3) copies of such directories shall be delivered by BAPCO to Sprint's customers; (4) Sprint will sell enhanced White Pages Listings to Sprint customers and BellSouth shall provide the enhanced White Listings; and (5) Yellow Pages Advertising will be sold and billed to Sprint customers.

19.1.4 BAPCO will provide Sprint the necessary publishing information to process Sprint's customers directory listings requests including, but not limited to:

1. Classified Heading Information
2. Telephone Directory Coverage Areas by NPA/NXX

3. Publishing Schedules
4. Processes for Obtaining Foreign Directories
5. Information about Listing Sprint's Customer Services, including telephone numbers, in the Customer Call Guide Pages.

19.2 BellSouth will provide Sprint the proper format for submitting customer listings as outlined in the OLEC Handbook. BellSouth and BAPCO will accord Sprint's directory listing information the same level of confidentiality that BellSouth and BAPCO accord BellSouth's and BAPCO'S own directory listing information, and BellSouth shall limit access to Sprint's Customer proprietary, confidential directory information to those BellSouth or BAPCO employees who are involved in the preparation of listings.

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

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

20.1 BellSouth shall refer any requests from third parties for Sprint's Customer List Information to Sprint.

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

21.A **Insurance Requirements**

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

21.B Costs

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

21.B.1 DELETED**21.C Pre-Ordering Information**

21.C.1 BellSouth shall provide Sprint with access on a real-time basis via electronic interfaces to all services and features technically available from each switch, by switch CLLI and access to street address detail for the provisioning of a service request. This information is currently contained in BellSouth's Regional Street Address Guide ("RSAG") and Products and Services Inventory Management (P/SIMS).

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

21.C.3 Sprint acknowledges that (i) this information is provided for the limited purposes of facilitating the establishment of new customer accounts and identifying services and features available in specific BellSouth central offices. Sprint agrees that it will not sell or otherwise transfer such information to any third party for any purpose whatsoever without the prior written consent of BellSouth; (ii) BellSouth does not warrant that services provided under this Section will be uninterrupted or error free. In the event of interruptions, delays, errors or other failure of the services, BellSouth's obligation shall be limited to using reasonable efforts under the circumstances to restore the services. BellSouth shall have no obligation to retrieve or reconstruct any transmitted messages or transmission data which may be lost or damaged. Sprint is responsible for providing back-up for data deemed by BellSouth to be necessary to its operations; (iii) the services provided under this Section are provided "As Is." BellSouth makes no warranty, express or implied, with respect to the services, including but not limited to any warranty of merchantability or fitness for a particular purpose, which warranties are hereby expressly disclaimed.

21.D Disaster Recovery

BellSouth and Sprint agree to jointly develop and implement a detailed service restoration plan and disaster recovery plan to be in effect by December 31, 1997. A joint task team will commence development within 30 days of the execution of this Agreement for implementation throughout 1997 reaching full deployment by December 31, 1997.

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

In developing the plans, the team will address the following Sprint proposed terms: (i) provision for immediate notification to Sprint via the Electronic Interface, to be established pursuant to Section 3 of Attachment 6 of the Agreement, of the existence, location and source of any emergency network outage affecting Sprint Customers; (ii) establishment of a single point of contact responsible for initiating and coordinating the restoration of all Local Services and Network Elements or Combinations; (iii) establishment of procedures to provide Sprint with real-time access to information relating to the status of restoration efforts and problem resolution during the restoration process; (iv) provision of an inventory and description of mobile restoration equipment by locations; (v) establishment of methods and procedures for the dispatch of mobile equipment to the restoration site; (vi) establishment of methods and procedures for re-provisioning all Services and Elements, after initial restoration; (vii) provision for equal priority, as between Sprint Customers and BellSouth Customers, for restoration efforts, consistent with FCC Service Restoration guidelines, including, but not limited to, deployment of repair personnel and access to spare parts and components; and (viii) establishment of a mutually agreeable process for escalation of maintenance problems, including a complete, up-to-date list of responsible contacts, available twenty-four (24) hours per day, seven (7) days per week.

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

In the event the Parties are unable to reach an agreement on either plan, the matter shall be resolved pursuant to the procedures set forth in Section 15 of the General Terms and Conditions of this Agreement.

21. **DELETED**

22. **Miscellaneous**

22.1 **Delegation or Assignment**

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

22.2 **Subcontracting**

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

22.3 **Nonexclusive Remedies**

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

22.4 **No Third-Party Beneficiaries**

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

22.5 **Referenced Documents**

Whenever any provision of this Agreement refers to a technical reference, technical publication, BellSouth Practice, any publication of telecommunications industry administrative or technical standards, or any

other document specifically incorporated into this Agreement, it will be deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda, or successors) of such document that is in effect, and will include the most recent version or edition (including any amendments, supplements, addenda, or successors) of each document incorporated by reference in such a technical reference, technical publication, BellSouth Practice, or publication of industry standards (unless Sprint elects otherwise). Should there be an inconsistency between or among publications or standards, the Parties shall mutually agree upon which requirement shall apply.

22.6 **Applicable Law**

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

22.7 **Publicity and Advertising**

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

22.8 **Amendments or Waivers**

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

22.9 **Severability**

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

substantially impair the rights or obligations of either Party, the Parties shall promptly negotiate a replacement provision or provisions.

22.10 **Entire Agreement**

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

22.11 **Survival of Obligations**

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

22.12 **Executed in Counterparts**

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

22.13 **Headings of No Force or Effect**

The headings of Articles and Sections of this Agreement are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement.

Part I: Local Services Resale

23. **Telecommunications Services Provided for Resale**

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

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

23.2.1 **Features and Functions Subject to Resale**

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

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

23.3 BellSouth will provide Sprint with at least the capability to provide a Sprint Customer the same experience as BellSouth provides its own Customers with respect to all Local Services. The capability provided to Sprint by BellSouth shall be in accordance with standards or other measurements that are at least equal to the level that BellSouth provides itself, any affiliate, other local service providers, its end users or is required to provide by law and its own internal procedures.

24. **General Terms and Conditions for Resale**

24.1 **Primary Local Exchange Carrier Selection**

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

24.2 **Pricing**

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

24.3 **Restrictions on Resale**

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

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

- (i) a restriction on the resale of residential service to residential customers;
- (ii) Lifeline/Link-up services shall be available for resale by Sprint only to those customers who are eligible to purchase such service directly from BellSouth.

- (iii) All grandfathered services are available for resale by Sprint to those customers or subscribers who already have grandfathered status; and
- (iv) N11/911/E911 services shall be available for resale by Sprint.

24.3.1 Dialing Parity

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

24.3.2 Changes in Retail Service

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

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

24.3.2.3 BellSouth agrees to use electronic mail to notify Sprint of any operational changes within at least six (6) months before such changes are proposed to become effective and within twelve months for any technological changes. If such operational or technological changes occur within the six

or twelve month notification period, BellSouth will notify Sprint of the changes concurrent with BellSouth's internal notification process for such changes.

25. **Requirements for Specific Services**

25.1 **CENTREX Requirements**

At Sprint's option, Sprint may purchase CENTREX services. Where Sprint purchases such CENTREX services, Sprint may purchase the entire set of features, any single feature, or any combination of features which BellSouth has the capability to provide. BellSouth will provide Sprint with the same service levels and features of CENTREX service provided by BellSouth to its end users. Requests by Sprint for CENTREX service levels and features that are different from what BellSouth provides to its end users will be handled under the Bona Fide Request Process. The CENTREX service provided for resale will meet the following requirements:

- 25.1.1 All features and functions of CENTREX service, whether offered under tariff or otherwise, shall be available to Sprint for resale, without any geographic or Customer class restrictions.
- 25.1.2 BellSouth's CENTREX service may be used by Sprint to provide Local Service to Sprint's end users
- 25.1.3 BellSouth shall provide to Sprint a list which describes all CENTREX features and functions offered by BellSouth within ten (10) days of the Effective Date of this Agreement, and shall provide updates to said list as required by Section 24.3.2 of Part 1.
- 25.1.4 **DELETED**
- 25.1.5 Sprint may aggregate the CENTREX local exchange and IntraLATA traffic usage of Sprint Customers to qualify for volume discounts on the basis of such aggregated usage.
- 25.1.6 Sprint may aggregate multiple Sprint Customers on dedicated access facilities. Sprint may require that BellSouth suppress the need for Sprint Customers to dial "9" when placing calls outside the CENTREX system. When dedicated facilities are utilized, BellSouth will provide, upon Sprint's request, station ID or ANI, as well as FGD trunking.
- 25.1.7 Sprint may use remote call forwarding in conjunction with CENTREX service to provide service to Sprint Local Service Customers residing outside of the geographic territory in which BellSouth provides local

exchange service. In cases where existing BellSouth Customers choose Sprint for their local service provider, and where Sprint serves these Customers via CENTREX, in order that such Customers may keep the same phone number, BellSouth shall either move Customer's line and phone number to a CENTREX system, or use remote call forwarding to route Customer's old phone number to new CENTREX phone number. Not all features and functions will be compatible when remote call forwarding is utilized. In such cases, Sprint customers shall have the same functionality as BellSouth customers under the same circumstances.

25.1.8 **DELETED**

25.1.9 BellSouth shall make available to Sprint for resale, at no additional charge, intercom calling among all Sprint Customers who utilize resold CENTREX service where the Sprint Customers' numbers all reside in the same central office switch.

25.1.10 Sprint may utilize BellSouth's Automatic Route Selection (ARS) service features to provision and route calls from various end users to various Interexchange Carriers (IXC) Networks.

25.2 **CLASS and Custom Features Requirements**

Sprint may purchase the entire set of CLASS and Custom features and functions, or a subset of any one or any combination of such features, on a Customer-specific basis, without restriction on the minimum or maximum number of lines or features that may be purchased for any one level of service. BellSouth shall provide to Sprint a list of all such CLASS and Custom features and functions within ten (10) days of the Effective Date of this Agreement. BellSouth shall provide notice of new CLASS features and functions pursuant to Section 24.3.2 of Part 1.

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

Local Services provided to low-income subscribers, pursuant to requirements established by the appropriate state regulatory body, include programs such as Voluntary Federal Customer Financial Assistance Program and Link-Up America ("Voluntary Federal Customer Financial Assistance Programs"). When a BellSouth Customer eligible for the Voluntary Federal Customer Financial Assistance Program or other similar state programs chooses to obtain Local Service from Sprint, BellSouth shall forward available information regarding such Customer's eligibility to participate in such programs to Sprint, in accordance with procedures to be mutually established by the Parties and applicable state and federal law.

25.4 **E911/911 Services**

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

25.4.1 **DELETED**

25.4.2 **Telephone Relay Service**

Where BellSouth provides to speech and hearing-impaired callers a service that enables callers to type a message into a telephone set equipped with a keypad and message screen and to have a live operator read the message to a recipient and to type message recipient's response to the speech or hearing-impaired caller ("Telephone Relay Service"), BellSouth shall make such service available to Sprint at no additional charge, for use by Sprint Customers who are speech or hearing-impaired. If BellSouth maintains a record of Customers who qualify under any applicable law for Telephone Relay Service, BellSouth shall make such data available to Sprint as it pertains to Sprint Customers.

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

25.5.1 CSA's shall be available for resale at the wholesale discount.

25.5.2 If Sprint identifies a specific CSA, BellSouth shall provide Sprint a copy within ten (10) business days of Sprint's request.

25.6 **DELETED**

25.7 **DELETED**

25.8 **DELETED**

25.9 **DELETED**

25.10 **Nonrecurring Services**

25.10.1 BellSouth shall offer for resale all non-recurring services.

25.11 **Inside Wire Maintenance Service**

25.11.1 BellSouth shall provide Inside Wire Maintenance Service at rates, terms and conditions as mutually agreed to by the parties.

25.12 **Pay Phone Service**

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

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

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

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

- 25.12.2 BellSouth shall offer for resale, at a minimum, the following features with its COCOT Line Coin and COCOT Line Coinless services:
- Ability to keep existing serving telephone numbers if cutover to Sprint Resale Line
 - Option of One Way or Two Way service on the line
 - Option of Flat Rate Service or Measured Service or both
- 25.12.3 BellSouth shall offer for resale, at a minimum, the following feature with its COCOT Line Coin service:
- Blocking for 1+ international, 10XXXX1+ international, 101XXXX1+ international, 1+900, N11, 976
 - Option to block all 1-700 and 1-500 calls
 - Line side supervision option
- 25.12.4 BellSouth shall offer for resale, at a minimum, the following features with its COCOT Line Coinless service:
- Blocking for 1+ international, 10XXXX1+ international, 101XXXX1+ international, 1+900, N11, 976, 7 or 10 digit local, 1+DDD
- 25.12.5 BellSouth shall offer for resale, at a minimum, the following features with its SemiPublic Coin service:
- Ability to keep existing serving telephone numbers if cutover to Sprint
 - Touchtone Service
 - Option for listed, nonlisted, or non published numbers
 - Provision 911 service
 - Access to ANI information
 - Access to all CO intelligence required to perform answer supervision, coin collect, coin return and disconnect
 - Far end disconnect recognition
 - Call timing
 - PIC protection for all 1+local, interLATA, and intraLATA traffic
 - Same call restrictions as available on BellSouth phones for interLATA, international, intraLATA, and local calling
 - One bill per line
 - Detailed billing showing all 1+ traffic in paper or electronic format
 - Option to have enclosure installed with set
 - One directory per line installed
 - Install the station to at least BellSouth standards
 - Ability to block any 1+ service that cannot be rated by the coin circuits
 - Sprint to be the PIC for local and intraLATA calls
 - Option to block all 1+ international calls
 - Option of one way or two way service

- Wire Maintenance option
- Sprint rate tables for local and intraLATA service
- Option to have BellSouth techs collect, count, and deposit vault contents on behalf of Sprint
- Monitor vault contents for slugs and spurious non-US currency or theft and notify Sprint of discrepancies
- Station or enclosure equipment should only bear the name/brand designated by Sprint on the order form
- Protect against clip on fraud
- Protect against red box fraud
- Protect against blue box fraud
- Provide option for use of "bright" station technology including debit cards
- Provide revenue, maintenance, collection reports as specified by Sprint on order form on a periodic basis in paper or electronic format

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

- Blocking of inbound international calls
- Point of demarcation at the set location
- Special screen codes unique to Sprint and/or its Customers
- Single Point of Contact for bills and orders dedicated to Public
- Service outage transfers to Sprint help center
- Access to Sprint Directory Assistance
- Access to Sprint's Network Access Interrupt
- Use Sprint branded invoice
- Provide all information requested to ensure Sprint can bill for access line
- Provide all information requested to ensure Sprint can bill for usage on the line
- All calls originating from stations serviced by these lines should be routed to Sprint lines, except where designated

25.13 **Voice Mail Service**

25.13.1 Where available to BellSouth's end users, BellSouth shall provide the following feature capabilities to allow for voice mail services:

- Station Message Desk Interface - Enhanced ("SMDI-E")
- Station Message Desk Interface ("SMDI")
- Message Waiting Indicator ("MWI") stutter dialtone and message waiting light feature capabilities
- Call Forward on Busy/Don't Answer ("CF-B/DA")
- Call Forward on Busy ("CF/B")
- Call Forward Don't Answer ("CF/DA")

- 25.13.2 BellSouth's retail voice mail service shall be available for resale at rate terms and conditions as mutually agreed to by the parties.
- 25.14 **Hospitality Service**
- 25.14.1 BellSouth shall provide all blocking, screening, and all other applicable functions available for hospitality lines.
- 25.15 **Blocking Service**
- 25.15.1 BellSouth shall provide blocking of 700, 900, 976 and any new services of this type individually or in any combination upon request, including bill to third party and collect calls. Blocking shall be provided on a line, trunk or individual service basis at parity with what BellSouth provides its end users.
26. **DELETED**
- 26.1 **DELETED**
- 26.1.1 **DELETED**
- 26.1.2 **DELETED**
- 26.1.3 **DELETED**
- 26.1.4 **DELETED**
27. **Support Functions**
- 27.1 Routing to Directory Assistance, Operator and Repair Services
- 27.1.1.1 BellSouth shall make available to Sprint the ability to route:
- 27.1.1.2 Local Directory Assistance calls (411, (NPA) 555 1212) dialed by Sprint Customers directly to the Sprint Directory Assistance Services platform. Local Operator Services calls (0+, 0-) dialed by Sprint Customers directly to the Sprint Local Operator Services Platform. Such traffic shall be routed over trunk groups between BellSouth end offices and the Sprint Local Operator Services Platform, using standard Operator Services dialing protocols of 0+ or 0-.
- 27.1.1.3 611 repair calls dialed by Sprint Customers directly to the Sprint repair center.

27.1.2 Until a permanent industry solution exists for routing of traffic from BellSouth's local switch to other than BellSouth platforms, BellSouth will provide such routing using line class codes. BellSouth agrees to work with Sprint on a routing resource conservation program to relieve routing resource constraints to ensure that no switch exceeds 95% capacity of line class codes. BellSouth and Sprint shall continue to work with the appropriate industry groups to develop a long-term solution for selective routing. BellSouth may reserve for itself an appropriate and reasonable number of line class codes for its own use.

27.1.3 All direct routing capabilities described herein shall permit Sprint Customers to dial the same telephone numbers for Sprint Directory Assistance, Local Operator Service and Repair that similarly situated BellSouth Customers dial for reaching equivalent BellSouth services.

27.1.4 BellSouth, no later than fifteen (15) days after the Effective Date of this Agreement, shall provide to Sprint, the emergency public agency (e.g., police, fire, ambulance) telephone numbers linked to each NPA-NXX. Such data will be compiled as an electronic flat file in a mutually agreed format and transmitted via either diskette or Network Data Mover. BellSouth will transmit to Sprint, in a timely manner, all changes, alterations, modifications and updates to such data base via the same method as the initial transfer.

27.2 **Operator Services - Interim Measures**

27.2.1 Where BellSouth is the provider of Directory Assistance service, BellSouth agrees to provide Sprint Customers with the same Directory Assistance available to BellSouth Customers. If requested by Sprint, BellSouth will provide Sprint Directory Assistance Service under the Sprint brand. At such time BellSouth implements branding for its own Directory Assistance service BellSouth shall brand Sprint Directory Assistance in the same manner as it provides itself.

27.2.1.1 Sprint recognizes that BellSouth's providing to Sprint Directory Assistance Service under Sprint's brand may require additional costs to be incurred by BellSouth. BellSouth will charge Sprint for such branded Directory Assistance capability under the wholesale rate plus the reasonable and demonstrable costs necessary to implement Sprint's branding request. If there is a dispute concerning reasonable and demonstrable cost, such dispute will be resolved pursuant to Section 15 of the General Terms and Conditions of this Agreement.

27.2.2 Additionally, BellSouth warrants that such service will provide the following minimum capabilities to Sprint's Customers:

- (1) Two Customer listings and/or addresses per Sprint Customer call.
- (2) Name and address to Sprint Customers upon request, except for unlisted numbers, in the same states where such information is provided to BellSouth Customers.
- (3) Upon request, call completion to the requested number for local and intraLATA toll calls, where this service is available.
- (4) Populate the listing database in the same manner and in the same time frame as if the Customer was a BellSouth Customer.
- (5) Any information provided by a Directory Assistance Automatic Response Unit (ARU) will be repeated the same number of times for Sprint Customers as for BellSouth's Customers.
- (6) Service levels will comply with applicable state regulatory requirements for:
 - a) number of rings to answer
 - b) average work time
 - c) disaster recovery options.
- (7) Intercept service for Customers moving service will include:
 - a) referral to new number, either 7 or 10 digits
 - b) repeat of the new number twice on the referral announcement
 - c) repeat of the new recording twice.

27.2.3 BellSouth shall provide Operator Services to Sprint's Customers at the same level of service available to BellSouth end users.

27.2.4 **DELETED**

27.2.5 BellSouth agrees to provide Sprint Customers the same Operator Services available to BellSouth Customers, branded as required by Section 19.

27.2.6 Additionally, BellSouth warrants that such service will provide the following minimum capabilities to Sprint Customers:

- (1) Instant credit on calls, as provided to BellSouth Customers.
- (2) Routing of calls to Sprint when requested via existing Operator Transfer Service (OTS).
- (3) Busy Line Verification/Emergency Line Interrupt (BLV/ELI) services.
- (4) Emergency call handling.
- (5) Notification of the length of call.
- (6) Caller assistance for the disabled in the same manner as provided to BellSouth Customers.
- (7) Handling of collect calls: person to person and/or station to station.
- (8) Handling of third party calls.

27.3 **Busy Line Verification and Emergency Line Interrupt**

Where BellSouth does not route Operator Services traffic to Sprint's platform, BellSouth shall perform Busy Line Verification and Emergency Line Interrupt for Sprint on resold BellSouth lines. Where BellSouth routes Operator Services traffic to Sprint's platform, BellSouth shall provide BLV/ELI services when requested by Sprint Operators. Sprint and BellSouth shall work together to ensure that sufficient facilities exist to support increased BLV/ELI volume due to Sprint's presence as a Local Service provider. Specifically, BellSouth will engineer its BLV/ELI facilities to accommodate the anticipated volume of BLV/ELI requests during the Busy Hour. Sprint may, from time to time, provide its anticipated volume of BLV/ELI requests to BellSouth for planning purposes. In those instances when the BLV/ELI facilities/systems cannot satisfy forecasted volumes, BellSouth shall promptly inform Sprint, and the Parties shall work together to resolve capacity problems expeditiously.

27.4 **Access to the Line Information Database**

BellSouth shall use its service order process to update and maintain, on the same schedule that it uses for its end users, the Sprint Customer service information in the Line Information Database ("LIDB").

27.5 **Telephone Line Number Calling Cards**

Effective as of the date of an end-user's subscription to Sprint Service, BellSouth will terminate its existing telephone line number - based calling cards and remove any BellSouth-assigned Telephone Line Calling Card Number (including area code) ("TLN") from the LIDB. Sprint may issue a new telephone calling card to such Customer, utilizing the same TLN and enter such TLN in LIDB for calling card validation purposes via the service order process.

28. **Service Functions**

28.1 **Electronic Interface**

BellSouth shall provide real time electronic interfaces ("EI") for transferring and receiving Service Orders and Provisioning data and materials (e.g., access to Street Address Guide ("SAG") and Telephone Number Assignment database). These interfaces shall be administered through a gateway that will serve as a point of contact for the transmission of such data from Sprint to BellSouth, and from BellSouth to Sprint. The requirements and implementation of such a data transfer system shall be negotiated in good faith by the Parties as specified below and in Attachment 15 of this Agreement. Sprint and BellSouth agree to use best efforts to provide the Electronic Communications gateway described above as soon as practicable, but in no event later than the dates specified in Attachment 15. In addition, (i) BellSouth agrees to use its best efforts to carry out its responsibilities, and (ii) Sprint agrees to use its best efforts to carry out its responsibilities. Sprint and BellSouth have agreed on interim solutions described below and in Attachment 15 to address the Pre-ordering, Ordering and Provisioning interfaces. BellSouth warrants that such interim solutions shall provide Sprint Customers with the same level of service available to BellSouth Customers.

28.2 Pre-Ordering

28.2.1.1 **DELETED**

28.2.1.2 **DELETED**

28.2.1.3 BellSouth will supply Sprint with Interval Guide Job Aids to be used to determine service installation dates. BellSouth will implement an electronic interface to its Due Date Support Application (DSAP) by December 31, 1996 but no later than April 1, 1997.

28.2.1.4 BellSouth will reserve up to 100 telephone numbers per NPA-NXX at Sprint's request, for Sprint's sole use. BellSouth will provide additional numbers at Sprint's request in order that Sprint have sufficient numbers

available to meet expected needs. The telephone number reservations made in this manner are valid for Sprint's assignment for ninety (90) days from the reservation date. BellSouth will make the telephone number reservations available to Sprint via diskette by no later than August 15, 1996 and by electronic file transfer no later October 15, 1996. BellSouth agrees to implement an electronic interface to improve this process by December 31, 1996, but no later than April 1, 1997.

28.2.1.5 BellSouth Local Carrier Service Center ("LCSC") will assign vanity numbers and blocks of numbers for use with complex services including, but not limited to, DID and Hunting arrangements, as requested by Sprint, and documented in Work Center Interface agreements.

28.2.1.6 BellSouth will migrate all Pre-ordering functionality to the "Pre-Ordering" Electronic Communications Gateway by December 31, 1996, but no later than April 1, 1997. This migration effort shall be accomplished as described by BellSouth in its "Phase II interactive solution" report to the Georgia Public Service Commission of July 21, 1996, and any subsequent ordered or agreed to modifications.

Ordering

28.2.1.7 BellSouth agrees to develop, and Sprint agrees to cooperate in the development of, a mutually acceptable Electronic Data Interchange (EDI) for ordering Local Services. The ordering process and related transactions, (i.e., order, confirmation, firm order commitments, supplements and completions) shall be via the EDI interface.

28.2.1.8 BellSouth agrees to implement the EDI interface to support processes for Local Services for residence POTS and features, business POTS and features and PBX trunks with Direct Inward Dialing by September 1, 1996. By December 15, 1996, all Local Services shall be available for ordering via EDI interface.

28.2.1.9 **DELETED**

28.3 Work Order Processes

28.3.1 BellSouth shall ensure that all work order processes used to provision Local Service to Sprint for resale meet the service parity requirements set forth in this part.

28.3.2 Prior to Sprint sending BellSouth the first Service Order, BellSouth and Sprint shall develop mutually agreed-upon escalation and expedite procedures to be employed at any point in the Service Ordering, Provisioning, Maintenance, Billing and Customer Usage Data transfer

processes to facilitate rapid and timely resolution of disputes. These procedures will be maintained in the Work Center Interface Agreements.

28.4 **Point of Contact for the Sprint Customer**

28.4.1 Except as otherwise provided in this Agreement, Sprint shall be the single and sole point of contact for all Sprint Customers.

28.4.2 **DELETED**

28.4.3 BellSouth representatives who receive inquiries regarding Sprint services shall refer such inquiries to Sprint at a telephone number provided by Sprint. BellSouth representatives shall interact with Sprint customers in an efficient and courteous manner. BellSouth representatives shall be expressly prohibited from engaging in any marketing practices in connection with misdirected calls.

28.5 **Single Point of Contact**

28.5.1 Each Party shall provide the other Party with a single point of contact ("SPOC") for all inquiries regarding the implementation of this Part. Each Party shall accept all inquiries from the other Party and provide timely responses.

28.5.2 BellSouth Contact numbers will be kept current in the Work Center Interface Agreements.

28.6 **Service Order**

To facilitate the ordering of new service for resale or changes to such service to a Sprint Customer ("Service Order"), BellSouth shall provide Sprint's representative with real time access (as described in Section 28.1 of this Part 1) to BellSouth Customer information to enable the Sprint representative to perform the following tasks:

28.6.1 Obtain Customer profile information electronically pursuant to Attachment 15 of this Agreement via telephone at Sprint's discretion. Methods and procedures for this interim interface will be defined in a Work Center Interface Agreement.

28.6.2 Obtain information on all Telecommunication Services that are available for resale, including new services via an electronic interface or file, at Sprint's discretion, with feature and service information in each BellSouth switch.

28.6.3 **FOC ReceiptTime**

BellSouth will provide Sprint with interactive direct order entry no later than March 31, 1997. Until this capability is available, BellSouth agrees to establish the Local Carrier Service Center ("LCSC") as the SPOC for order entry. Orders will be received at the LCSC via the EDI interface. BellSouth agrees to enter the Service Order promptly on receipt and provide Firm Order Confirmation (FOC) within four (4) hours of receipt of a correct Local Service Request. For services requiring a manual FOC, BellSouth will provide the FOC within 24 hours of receipt of a correct LSR.

- 28.6.4 BellSouth will provide Sprint with on line access to telephone number reservations by December 31, 1996, but no later April 1, 1997. Until on line access is available via electronic interface, and Section 28.1.1 of this Part I, BellSouth agrees to provide Sprint with a ready supply of telephone numbers. The process for telephone number reservations is described in Section 28.2.1.4 of this Agreement.
- 28.6.5 BellSouth will provide Sprint with the capability to establish directory listings via the Service Order Process.
- 28.6.6 BellSouth will provide Sprint with the appropriate information and training materials (job aids) to assist Sprint work centers to determine whether a service call will be required on a service installation. These job aids are to be the same information available to BellSouth employees.
- 28.6.7 BellSouth will provide Sprint on line ability to schedule dispatch and by December 31, 1996 but no later than April 1, 1997. Until on line access is available, and subject to Section 28.1.1 of this Part I, BellSouth agrees to provide Sprint with interval guides for BellSouth services. Said intervals will provide Sprint the capability of providing the same level of service to a Sprint customer that BellSouth provides its own end users, any affiliate customers, or any other local carrier's customers.
- 28.6.8 BellSouth will provide Sprint with the ability to order local service, local intraLATA toll service, and designate the end users' choice of primary intraLATA and interLATA Interexchange Carriers on a single unified order.
- 28.6.9 BellSouth will suspend, terminate or restore service to a Sprint Customer at Sprint's request.
- 28.7 **Provisioning**
- 28.7.1 **DELETED**
- 28.7.1.1 **DELETED**
- 28.7.1.2 **DELETED**

- 28.7.1.3 **DELETED**
- 28.7.1.4 **DELETED**
- 28.7.1.5 **DELETED**
- 28.7.2 BellSouth shall provide Sprint with service status notices, within mutually agreed-upon intervals. Such status notices shall include the following:
- 28.7.2.1 Firm order confirmation, including service availability date and information regarding the need for a service dispatch for installation.
- 28.7.3 BellSouth will provide Sprint with on-line notice of service installation by no later than March 31, 1997. Until this capability is available, and subject to Section 28.1.1 of this Part I, BellSouth will provide Sprint with completion information on a daily basis for all types of Service Orders. BellSouth will utilize the EDI interface to transmit that data to Sprint. If an installation requires deviation from the Service Order in any manner, or if a Sprint Customer requests a service change at the time of installation, BellSouth will call Sprint in advance of performing the installation for authorization. BellSouth will provide to Sprint at that time an estimate of additional labor hours and/or materials required for that installation. After installation is completed, BellSouth will inform Sprint of actual labor hours and/or materials used within one (1) business day.
- 28.7.4 BellSouth will provide Sprint with on-line information exchange for Service Order rejections, Service Order errors, installation jeopardies and missed appointments by no later than March 31, 1997, until this capability is available, and subject to Section 28.1.1 of this Part I, BellSouth agrees to:
- 28.7.4.1 Use its best efforts to notify Sprint via telephone of any Service Order rejections or errors within one hour of receipt;
- 28.7.4.2 Confirm such telephone notices in writing via facsimile at the end of each business day; and
- 28.7.4.3 BellSouth shall notify Sprint via telephone in a timely manner if an installation or service appointment is in jeopardy of being missed.
- 28.7.4.4 The notification process will be described further in the 'Work Center Interface Agreement between Sprint and BellSouth.
- 28.7.5 Upon completion of a service order associated with Local Service Requests (LSRs) in its system(s), BellSouth shall submit to Sprint an order completion notification. Such notification shall provide the Purchase

Order Numbers provided by Sprint when submitting the requests and the Local Service Request Numbers assigned by BellSouth.

- 28.7.6 BellSouth will provide Sprint with on-line information on charges associated with necessary construction no later than March 31, 1997. Until this capability is available, BellSouth agrees that BellSouth's LCSC will promptly notify Sprint of any charges associated with necessary construction.
- 28.7.7 BellSouth will provide Sprint with on-line access to status information on Service Orders no later than March 31, 1997. Until this capability is available, and subject to Section 28.1.1 of this Part I, BellSouth agrees to provide status at the following critical intervals: acknowledgment, firm order confirmation and completion on Service Orders. In addition, BellSouth Local Carrier Service Center will provide Sprint with status, via telephone, upon request.
- 28.7.8 BellSouth will perform all pre-service testing on resold Local Services.
- 28.7.9 Where BellSouth provides installation and the Sprint Customer requests a service change at the time of installation, BellSouth shall immediately notify Sprint at the telephone number on the Service Order of that request. The BellSouth technician should notify Sprint in the presence of the Sprint Customer so that Sprint can negotiate authorization to install the requested services directly with that Customer and the technician, and revise appropriate ordering documents as necessary.
- 28.7.10 DELETED
- 28.7.10.1 BellSouth shall provide Sprint with the capability to have Sprint's Customer orders input to and accepted by BellSouth's Service Order Systems outside of normal business hours, twenty-four (24) hours a day, seven (7) days a week, the same as BellSouth's Customer orders received outside of normal business orders are input and accepted.
- 28.7.10.2 Such ordering and provisioning capability shall be provided via an electronic interface, except for scheduled electronic interface downtime. Downtime shall not be scheduled during normal business hours and shall occur during times where systems experience minimum usage.
- 28.7.10.3 Until the Electronic Interface is available, BellSouth shall provide Local Carrier Service Center ("LCSC") order entry capability to Sprint to meet the requirements set forth in Section 28.7.10.1 above.
- 28.7.11 BellSouth shall provide training for all BellSouth employees who may communicate with Sprint Customers, during the provisioning process.

Such training shall conform to Section 19 of the General Terms and Conditions of this Agreement.

- 28.7.12 BellSouth will provide Sprint with the capability to provide Sprint Customers the same ordering, provisioning intervals, and level of service experiences as BellSouth provides to its own Customers, in accordance with standards or other measurements that are at least equal to the level that BellSouth provides or is required to provide by law and its own internal procedures.
- 28.7.13 BellSouth will maintain and staff an account team to support Sprint's inquiries concerning the ordering of local complex service and designed business services for local services resale. This team will provide information regarding all services, features and functions available, know the forms and additional information required beyond the standard local service request, assist Sprint in preparation of such orders, and provide coordination within BellSouth to ensure compliance with the provisions of this Agreement.
- 28.7.14 BellSouth will provide Sprint with the information Sprint will need to certify Customers as exempt from charges, or eligible for reduced charges associated with the provisioning of new services, including but not limited to handicapped individuals, and certain governmental bodies and public institutions. BellSouth, when notified that an order for new service is exempt in some fashion, will not bill Sprint.
- 28.7.15 BellSouth will provide the same intercept treatment and transfer of service announcements to Sprint's Customers as BellSouth provides to its own end users without any branding.
- 28.7.16 BellSouth will provide Sprint with appropriate notification of all area transfers with line level detail 120 days before service transfer, and will also notify Sprint within 120 days before such change of any LATA boundary changes, or within the time frame required by an approving regulatory body, if any.
- 28.7.17 BellSouth agrees to develop with Sprint's cooperation, mutually acceptable interface agreements between work centers regarding the exchange of information and process expectations.
- 28.7.18 BellSouth will suspend Sprint local Customers' service upon Sprint's request via the receipt of a Local Service Request. The service will remain suspended until such time as Sprint submits a Local Service Request requesting BellSouth to reactivate.

- 28.7.19 BellSouth will provide Sprint's end users the same call blocking options available to BellSouth's own end users.
- 28.7.20 BellSouth will work cooperatively with Sprint in practices and procedures regarding Law Enforcement and service annoyance call handling. To the extent that circuit-specific engineering is required for resold services, BellSouth will provide the same level of engineering support as BellSouth provides for its comparable retail services.
- 28.7.21 BellSouth will provide information about the certification process for the provisioning of LifeLine, Link-up and other similar services.
- 28.7.22 BellSouth will provide a daily electronic listing of Sprint Customers who change their local carrier. The process is described as OUTPLOC (See reference in Local Account Maintenance Requirements of Attachment 7.)

28.8 **Maintenance**

Maintenance shall be provided in accordance with the requirements and standards set forth in Attachment 5. Maintenance will be provided by BellSouth in accordance with the service parity requirements set forth in this Part.

28.9 **Provision of Customer Usage Data**

BellSouth shall provide the Customer Usage Data recorded by the BellSouth. Such data shall include complete Sprint Customer usage data for Local Service, including both local and intraLATA toll service (e.g., call detail for all services, including flat-rated and usage-sensitive features), in accordance with the terms and conditions set forth in Attachment 7.

28.10 **Service/Operation Readiness Testing**

- 28.10.1 In addition to testing described elsewhere in this Section, BellSouth shall test the systems used to perform the following functions in a mutually agreed upon time frame prior to commencement of BellSouth's provision of Local Service, in order to establish system readiness capabilities:
- 28.10.1.1 All interfaces between Sprint and BellSouth work centers for Service Order, Provisioning;
- 28.10.1.2 Maintenance, Billing and Customer Usage Data;
- 28.10.1.3 The process for BellSouth to provide Customer profiles;
- 28.10.1.4 The installation scheduling process;

- 28.10.1.5 **DELETED**
- 28.10.1.6 Telephone number assignment;
- 28.10.1.7 Procedures for communications and coordination between Sprint SPOC and BellSouth SPOC;
- 28.10.1.8 Procedures for transmission of Customer Usage Data; and
- 28.10.1.9 Procedures for transmitting bills to Sprint for Local Service; and the process for wholesale billing for local service.
- 28.10.2 The functionalities identified above shall be tested by BellSouth in order to determine whether BellSouth performance meets the applicable service parity requirements, quality measures and other performance standards set forth in this Agreement. BellSouth shall make available sufficient technical staff to perform such testing. BellSouth technical staff shall be available to meet with Sprint as necessary to facilitate testing. BellSouth and Sprint shall mutually agree on the schedule for such testing.
- 28.10.3 At Sprint's reasonable request, BellSouth shall provide Sprint with service readiness test results of the testing performed pursuant to the terms of this Part.
- 28.10.4 During the term of this Agreement, BellSouth shall participate in cooperative testing requested by Sprint whenever both companies agree it is necessary to ensure service performance, reliability and customer serviceability.
- 28.11 **Billing For Local Service**
- 28.11.1 BellSouth shall bill Sprint for Local Service provided by BellSouth to Sprint pursuant to the terms of this Part, and in accordance with the terms and conditions for Connectivity Billing and Recording in Attachment 6.
- 28.11.2 BellSouth shall recognize Sprint as the Customer of record for all Local Service and will send all notices, bills and other pertinent information directly to Sprint unless Sprint specifically requests otherwise.

PART II: UNBUNDLED NETWORK ELEMENTS

29. Introduction

This Part II sets forth the unbundled Network Elements that BellSouth agrees to offer to Sprint in accordance with its obligations under Section 251(c)(3) of the Act. The specific terms and conditions that apply to the unbundled Network Elements and the requirements for each Network Element are described below and in the Network Elements Service Description, Attachment 2. The price for each Network Element is set forth in Part IV of this Agreement. BellSouth shall offer Network Elements to Sprint as of the Effective Date of this Agreement.

30. Unbundled Network Elements

- 30.1 BellSouth shall offer Network Elements to Sprint on an unbundled basis on rates, terms and conditions that are just, reasonable and non-discriminatory in accordance with the terms and conditions of this Agreement.
- 30.2 BellSouth will permit Sprint to interconnect Sprint's facilities or facilities provided by Sprint or by third parties with each of BellSouth's unbundled Network Elements at any point designated by Sprint that is technically feasible.
- 30.3 BellSouth will deliver to Sprint's Served Premises any interface that is technically feasible. Sprint, at its option, may designate other interfaces through the Bona Fide Request process delineated in Attachment 14.
- 30.4 Sprint may use one or more Network Elements to provide any feature, function or service option that such Network Element is capable of providing or any feature, function or service option that is described in the technical references identified herein.
- 30.5 BellSouth shall offer each Network Element individually and in combination with any other Network Element or Network Elements in order to permit Sprint to provide Telecommunications Services to its Customers subject to the provisions of Section 1A of the General Terms and Conditions of this Agreement.
- 30.6 For each Network Element, BellSouth shall provide a demarcation point (e.g., an interconnection point at a Digital Signal Cross Connect or Light Guide Cross Connect panel or a Main Distribution Frame) and, if necessary, access to such demarcation point, which Sprint agrees is suitable. However, where BellSouth provides contiguous Network Elements to Sprint, BellSouth may provide the existing interconnections

and no demarcation point shall exist between such contiguous Network Elements.

30.7 BellSouth shall charge Sprint the rates set forth in Part IV when directly interconnecting any Network Element or Combination to any other Network Element or Combination. If BellSouth provides such service to an affiliate of BellSouth, that affiliate shall pay the same charges.

30.8 The charge assessed to Sprint to interconnect any Network Element or Combination to any other Network Element or Combination provided by BellSouth to Sprint if BellSouth does not directly interconnect the same two Network Elements or Combinations in providing any service to its own Customers or a BellSouth affiliate (e.g., the interconnection required to connect the Loop Feeder to an ALEC's collocated equipment), shall be cost based.

30.9 Attachment 2 of this Agreement describes the Network Elements that Sprint and BellSouth have identified as of the Effective Date of this Agreement. Sprint and BellSouth agree that the Network Elements identified in Attachment 2 are not exclusive. Either Party may identify additional or revised Network Elements as necessary to improve services to Customers, to improve network or service efficiencies or to accommodate changing technologies, Customer demand, or regulatory requirements. Upon BellSouth's identification of a new or revised Network Element, BellSouth shall notify Sprint as soon as practicable on a nondiscriminatory basis of the existence, the technical characteristics and availability of a new or revised Network Element.

Sprint shall make its request for a new or revised Network Element pursuant to the Bona Fide Request Process identified in Section 1.1 of the General Terms and Conditions of this Agreement. Additionally, if BellSouth provides any Network Element that is not identified in this Agreement, to itself, to its own Customers, to a BellSouth affiliate or to any other entity, BellSouth will provide the same Network Element to Sprint on rates, terms and conditions no less favorable to Sprint than those provided to itself or to any other party. Additional descriptions and requirements for each Network Element are set forth in Attachment 2.

30.9.1 **DELETED**

30.9.2 **DELETED**

30.9.3 **DELETED**

30.9.4 **DELETED**

30.9.5 **DELETED**

30.9.6 DELETED

30.9.7 DELETED

30.9.8 DELETED

30.9.9 DELETED

30.9.10 DELETED

30.9.11 DELETED

30.10 **Standards for Network Elements**

30.10.1 BellSouth shall comply with the requirements set forth in the technical references, as well as any performance or other requirements identified in this Agreement, to the extent that they are consistent with the greater of BellSouth's actual performance or applicable industry standards. If another Bell Communications Research, Inc. ("Bellcore"), or industry standard (e.g., American National Standards Institute ("ANSI")) technical reference or a more recent version of such reference sets forth a different requirement, Sprint may request, where technically feasible, that a different standard apply by making a request for such change pursuant to the Bona Fide Request Process identified in Section 1.1 of the General Terms and Conditions of this Agreement.

30.10.2 If one or more of the requirements set forth in this Agreement are in conflict, the parties shall mutually agree on which requirement shall apply. If the parties cannot reach agreement, the procedures set forth in Section 15 of the General Terms and Conditions of this Agreement shall apply.

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

30.10.3.1 DELETED

30.10.3.2 BellSouth agrees to work cooperatively with Sprint to provide Network Elements that will meet Sprint's needs in providing services to its Customers.

30.10.4 Unless otherwise designated by Sprint, each Network Element and the interconnections between Network Elements provided by BellSouth to Sprint shall be made available to Sprint on a priority basis that is equal to

or better than the priorities that BellSouth provides to itself, BellSouth's own Customers, to a BellSouth affiliate or to any other entity for the same Network Element.

PART III: ANCILLARY FUNCTIONS

31. Introduction

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

32. BellSouth Provision of Ancillary Functions

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

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

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

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

33. Standards for Ancillary Functions

33.1 Each Ancillary Function shall meet or exceed the requirements set forth in the technical references, as well as the performance and other requirements, identified in this Agreement. If another Bell Communications Research, Inc. ("Bellcore"), or industry standard (e.g., American National Standards Institute ("ANSI")) technical reference sets

forth a different requirement, Sprint may elect, where technically feasible, which standard shall apply by making a request for such change pursuant to the Bona Fide Request Process identified in Section 1.1 of the General Terms and Conditions of this Agreement.

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

33.3 **DELETED**

33.3.1 BellSouth agrees to work cooperatively with Sprint to provide Ancillary Functions that will meet Sprint's needs in providing services to its Customers.

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

PART IV: PRICING34. **General Principles**

All services currently provided hereunder (including resold Local Services, Network Elements, Combinations and Ancillary Functions) and all new and additional services to be provided hereunder shall be priced in accordance with all applicable provisions of the Act and the rules and orders of the Federal Communications Commission and the Florida Public Service Commission.

35. **Local Service Resale**

The rates that Sprint shall pay to BellSouth for resold Local Services shall be BellSouth's Retail Rates less the applicable discount. The following discount will apply to all Telecommunications Services available for resale in Florida.

Residential Service	21.83%
Business Service:	16.81%

36. **Unbundled Network Elements**

The prices that Sprint shall pay to BellSouth for Unbundled Network Elements are set forth in Table 1.

36.1 **Charges for Multiple Network Elements**

Any BellSouth non-recurring and recurring charges shall not include duplicate charges or charges for functions or activities that Sprint does not need when two or more Network Elements are combined in a single order. BellSouth and Sprint shall work together to mutually agree upon the total non-recurring and recurring charge(s) to be paid by Sprint when ordering multiple Network Elements. If the parties cannot agree to the total non-recurring and recurring charge(s) to be paid by Sprint when ordering multiple Network Elements within sixty (60) days of the Effective Date, either party may petition the Florida Public Service Commission to settle the disputed charge or charges.

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

The prices that Sprint and BellSouth shall pay to BellSouth are set forth in Table 1.

38. **Ancillary Functions**

38.1 Collocation - The prices that Sprint shall pay to BellSouth are set forth in Table 2.

38.2 Rights-of-Way - The prices that Sprint shall pay to BellSouth are set forth in Table 3.

38.3 Poles, Ducts and Conduits - The prices that Sprint shall pay to BellSouth are set forth in Table 4.

39. **Local Number Portability**

The prices for interim number portability are set forth in Table 5.

40. **Recorded Usage Data**

The prices for recorded usage data are set forth in Table 6.

41. **Electronic Interfaces**

Each party shall bear its own cost of developing and implementing *Electronic Interface Systems* because those systems will benefit all carriers. If a system or process is developed exclusively for certain carriers, however, those costs shall be recovered from the carrier who is requesting the customized system.

TABLE 1

UNBUNDLED NETWORK ELEMENTS

Network Interface Device, Per Month	\$0.76 (interim rate)
Loops, including NID	
2 wire	\$ 17.00
NRC First	\$140.00
NRC Add'l	\$ 42.00
4 wire	\$ 30.00
NRC First	\$141.00
NRC Add'l	\$ 43.00
2 wire ISDN	\$ 40.00
NRC First	\$306.00
NRC Add'l	\$283.00
DS1	\$ 80.00
NRC First	\$540.00
NRC Add'l	\$465.00
Unbundled Loop Channelization System (DS1 to VG)	
Per system, per month	\$480.00
NRC, First	\$350.00
NRC, Add'l	\$ 90.00

Per voice interface, per month	\$ 1.50
NRC, First	\$ 5.75
NRC, Add'l	\$ 5.50
End Office Switching	
Ports	
2 wire	\$ 2.00
NRC First	\$38.00
NRC Add'l	\$15.00
4 wire	\$10.00 (interim rate)
NRC First	\$38.00 (interim rate)
NRC Add'l	\$15.00 (interim rate)
2 wire ISDN	\$13.00
NRC First	\$88.00
NRC Add'l	\$66.00
2 wire DID	TBD
NRC First	TBD
NRC Add'l	TBD
4 wire ISDN	TBD
NRC First	TBD
NRC Add'l	TBD
4 wire DS1	\$125.00
NRC First	\$112.00
NRC Add'l	\$ 91.00
Usage	
Initial Minute	\$0.0175

Additional minutes	\$0.005
Features, functions, capabilities	No additional charge
Operator Systems	
Operator Call Handling-Station & Person	\$1.00 per minute
Automated Call Handling	\$0.10 per call attempt
Directory Assistance	\$0.25 per call
DA Call Completion	\$0.03 per call attempt
Intercept	\$0.01 per call
Busy Line Verification	\$0.80 per call
Emergency Interrupt	\$1.00 per call
Directory Assistance	
DA Database	
per listing	\$0.001
monthly	\$100.00
Direct access to DA service	
per query	\$0.01
monthly	\$5,000.00
NRC, service establish charge	\$820.00
DA transport	
switched local channel	\$133.81 (interim rate)
NRC, first	\$866.97 (interim rate)
NRC, add'l	\$486.83 (interim rate)
switched dedicated DS1 level	
per mile	\$16.75 (interim rate)
per facility termination	\$59.75 (interim rate)

NRC	\$100.49 (interim rate)
switched common	
per DA call	\$0.0003
per DA call per mile	\$0.00001
tandem switched	
per DA call	\$0.00055
Dedicated Transport	
DS1, per termination	\$ 59.75
DS1, per mile	\$ 1.60
NRC	\$100.49 (interim rate)
Common Transport	
Per termination	\$0.0005
Per mile	\$0.000012
Tandem Switching	\$0.00029 per minute
Signaling Links	
A link	\$5.00 per link, per month
non-recurring	\$400.00
Link termination	\$113.00
Signal Transfer Points	
ISUP	\$0.0001 per message
TCAP	\$0.0004 per message
Usage surrogate	\$64.00 per month

Signal Control Points	
LIDB (1)	TBD
Toll Free Database (1)	TBD
AIN, per message	\$0.00004 (interim rate)
AIN, Service Creation Tools (1)	TBD
AIN, Mediation (1)	TBD
(1) BellSouth and Sprint shall negotiate rates for this offering. If agreement is not reached within sixty (60) days of the Effective Date, either party may petition the Florida PSC to settle the disputed charge or charges	
Call Transport and Termination	
Direct End Office interconnection	\$.002 per MOU
Interconnection at the Tandem Switch	
-Tandem switch + transport	\$.00125 per MOU
-End office Switch	\$.00200 per MOU
-Combined	\$.00325 per MOU

TABLE 2

PHYSICAL COLLOCATION

RATE ELEMENT	APPLICATION/DESCRIPTION	TYPE OF CHARGE	PRICE
Application fee	Applied per arrangement, per C.O.	Non-recurring	\$3,850.00
Subsequent Application Fee (Note 1)	Applied per arrangement, per C.O.	Non-recurring	\$1,600.00
Space Preparation Fee (Note 2)	Applies per arrangement, per C.O.	Non-recurring	ICB
Space Enclosure Construction Fee (Note 2)	Applies per 100 square feet	Non-recurring	\$4,500.00
Additional Engineering Fee (Note 3)		Non-recurring	ICB
Cable installation fee	Applies per entrance cable	Non-recurring	\$2,750.00
Floor space	Zone A, per square foot Zone B, per square foot	Monthly recurring	\$7.50 \$6.75
Power	Per ampere based on manufacturer's specifications	Monthly recurring	\$5.00 per ampere
Cable support structure	Applies per entrance cable	Monthly recurring	\$13.35 per cable
Cross connect	Per cross-connect		
	2-wire	Monthly recurring	\$0.30
	4-wire	Monthly recurring	\$0.50
	DS1	Monthly recurring	\$8.00
	DS3	Monthly recurring	\$72.00
	First cross-connect		
	2-wire	Non-recurring	\$19.20
	4-wire	Non-recurring	\$19.20
	DS1	Non-recurring	\$155.00
	DS3	Non-recurring	\$155.00
	Each additional cross-connect		
	2-wire	Non-recurring	\$19.20
4-wire	Non-recurring	\$19.20	
DS1	Non-recurring	\$27.00	
DS3	Non-recurring	\$27.00	
POT bay	Per cross-connect		
	2-wire	Monthly recurring	\$0.40
	4-wire	Monthly recurring	\$1.20
	DS1	Monthly recurring	\$1.20
	DS3	Monthly recurring	\$8.00
Additional Security Access Cards	Each	Non-recurring ICB	\$10.00
Security escort	Basic - first half hour	Non-recurring ICB	\$41.00
	Overtime - first half hour	Non-recurring ICB	\$48.00
	Premium - first half hour	Non-recurring ICB	\$55.00
	Basic - first half hour	Non-recurring ICB	\$25.00
	Overtime - first half hour	Non-recurring ICB	\$30.00
	Premium -first half hour	Non-recurring ICB	\$35.00

Table 2 (Con't)

PHYSICAL COLLOCATION

Notes:

ICB: Individual Case Basis - one time charge

(1) Subsequent Application Fee. BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital (e.g. additional space or power requirements, BST termination/cross-connect equipment, etc.), BellSouth will assess the Subsequent Application Fee.

(2) Space Preparation Fee. The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It covers costs associated with the shared physical collocation area within a central office, and includes survey, engineering, design and building modification costs. BellSouth will pro rata the total shared space preparation costs among the collocators at that location based on the number of square footage requested. This charge may vary dependent on the location and the type of arrangement requested.

Space Enclosure Construction Fee. The Space Enclosure Construction Fee is a one-time fee, assessed per enclosure, per location. It covers the costs associated with providing an optional equipment arrangement enclosure, and includes architectural and engineering fees, materials, and installation costs. This fee is assessed in 50 square foot increments, with a minimum space enclosure size of 100 square feet. Interconnectors may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. Such contractor shall directly bill Interconnector for activities associated with the space enclosure construction, and this fee shall not be assessed.

(3) Additional Engineering Fee. BellSouth's engineering and other labor time associated with establishing the Physical Collocation Arrangement will be billed as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. An estimate of the Additional Engineering charges will be provided by BellSouth in the Application Response.

TABLE 3

RIGHTS OF WAY

BellSouth shall provide access to rights-of-way at rates that are consistent with Section 224 of the Telecommunications Act of 1934. To this end, BellSouth shall file appropriate rates to be approved by the Florida PSC.

TABLE 4

POLE ATTACHMENTS, CONDUIT AND DUCT OCCUPANCY

Pole Attachment	\$4.20 per attachment, per year
Conduit, per foot	\$0.56 per foot, per year
Work performed by BellSouth Employee, per hour	Labor rate as developed in accordance with FCC Accounting Rules for work performed by BellSouth employees.

TABLE 5

LOCAL NUMBER PORTABILITY

Sprint and BellSouth shall pay its own costs in the provision of interim number portability. Sprint and BellSouth shall track their costs of providing interim number portability with sufficient detail to verify the costs, in order to facilitate the Florida PSC's consideration of recovery of these costs in Docket No. 950737-TP.

TABLE 6

(Interim Rates Pending Further Negotiation)

RECORDED USAGE DATA

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

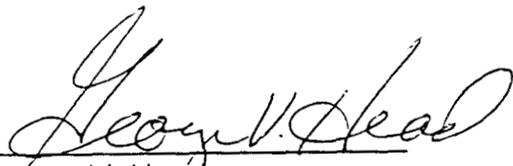
42. Execution of the Interconnection Agreement by either Party does not confirm or infer that the executing Party agrees with any decision(s) issued pursuant to the Telecommunications Act of 1996 and the consequences of those decisions on specific language in this Agreement. Neither Party waives its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

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

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

SPRINT COMMUNICATIONS COMPANY,
LIMITED PARTNERSHIP

BELLSOUTH
TELECOMMUNICATIONS, INC.

By: 
George V. Head
Vice President

By: 
Jerry D. Hendrix
Director Interconnection
Services/Pricing

7-1-97
Date

7-1-97
Date

DUPLICATE ORIGINAL

Attachment 1

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SERVICE DESCRIPTION: UNBUNDLED NETWORK ELEMENTS

1. **Introduction**

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

2. **Loop Combination**

2.1 **Definition**

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

2.1.2 The provisioning of service to a customer will require cross-office cabling and cross-connections within the central office to connect the loop to a local switch or to other transmission equipment in co-located space. These cables and cross-connections may be considered part of the loop, the switch or other transmission equipment, or as a separately tariffed element.

2.2 **Technical Requirements**

2.2.1 The Loop or Loop Combination shall be capable of performing transmission and signaling functions associated with all local services including the following (whenever needed by Sprint and wherever available in the BellSouth network, to provide end-to-end service capability to Sprint's customer):

2.2.1.1 2-wire voice grade basic telephone services;

2.2.1.2 2-wire ISDN;

2.2.1.3 2-wire CENTREX;

2.2.1.4 2 and 4-wire PBX lines or trunks;

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

- 2.2.1.6 4-wire digital data (2.4Kbps through 64Kbps and n times 64Kbps (where $n \leq 24$);
- 2.2.1.7 4-wire DS1 (switched or private line);
2-wire ADSL

2-wire and 4-wire HDSL
- 2.2.1.8 DS-3 rate private lines; and
- 2.2.1.9 Optical SONET OC-n rate private lines.
- 2.2.2 The alternatives for the unbundled loop combination include but are not limited to:
 - 2.2.2.1 Copper twisted pair loop from the NID at the customer's premise to the MDF in the LEC local serving office (LSO).
 - 2.2.2.2 Copper twisted pair distribution from the NID at the customer's premise to a loop concentrator/multiplexer located external to the LSO, with metallic T1 or fiber feeder from the concentrator/multiplexer to an MDF or DSX frame in the LSO (see loop concentrator/multiplexer section for possible variations).
 - 2.2.2.3 Whenever available in the BellSouth network, BellSouth will provide Hybrid fiber coax loop that consists of coax cable from an NID/NIU at the customer's premise to a fiber node, fiber cable from the fiber node to a Host Digital Terminal (HDT) in the LSO, and DS1s from the HDT to a DSX frame in the LSO.
 - 2.2.2.4 DS1 rate loop over a metallic T1 or optical SONET/asynchronous network facility from the NID at the customer's premise to a DSX frame in the LEC LSO.
 - 2.2.2.5 DS3 rate loop over optical SONET/asynchronous network facility from the NID at the customer's premise to a DSX frame or DCS in the LEC LSO.
 - 2.2.2.6 SONET OC-n rate loop from the NID at the customer's premise to a Lightguide Cross-connect (LGX) or DCS in the LSO.
 - 2.2.2.7 Services supported by the loop combinations will include POTS, CENTREX, basic rate ISDN, analog PBX, voice grade private line, and digital data (up to 64 Kb/s). Additional services may include digital

PBXs, primary rate ISDN, Nx 64Kb/s, and DS1/DS3 and SONET private lines.

- 2.2.2.8 The loop combination must support the transmission, signaling, performance and interface requirements of the services to be provided over it. It is recognized that the requirements of different services are different, and that a number of types or grades of loops are required to support these services. Services provided over the loop by Sprint will be consistent with industry standards.
- 2.2.2.9 In some instances, Sprint will require access to copper twisted pair loop combination unfettered by any intervening equipment (e.g. filters, load coils, range extenders, etc.), so that Sprint can use the loop combination for a variety of services by attaching appropriate terminal equipment at the ends. Sprint will determine the type of service that will be provided over the loop combination.
- 2.2.3 The Loop Combination shall be provided to Sprint in accordance with the following Technical References:
 - 2.2.3.1 Bellcore TR-NWT-000057, Functional Criteria for Digital Loop Carrier Systems, Issue 2, January 1993.
 - 2.2.3.2 Bellcore TR-NWT-000393, Generic Requirements for ISDN Basic Access Digital Subscriber Lines.
 - 2.2.3.3 ANSI T1.106 - 1988, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (Single Mode).
 - 2.2.3.4 ANSI T1.105 - 1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Basic Description including Multiplex Structure, Rates and Formats.
 - 2.2.3.5 ANSI T1.102 - 1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces.
 - 2.2.3.6 ANSI T1.403 - 1989, American National Standard for Telecommunications - Carrier to Customer Installation, DS1 Metallic Interface Specification.
 - 2.2.3.7 Bellcore GR-253-CORE, Synchronous Optical Network Systems (SONET), Common Generic Criteria.
 - 2.2.3.8 **DELETED**
 - 2.2.3.9 **DELETED**

- 2.2.3.10 **DELETED**
- 2.2.3.11 **DELETED**
- 2.2.3.12 **DELETED**
- 2.2.3.13 Bellcore TR-TSY-000008, Digital Interface Between the SLC 96 Digital Loop Carrier System and a Local Digital Switch, Issue 2, August 1987.
- 2.2.3.14 Bellcore TR-NWT-000303, Integrated Digital Loop Carrier System Generic Requirements, Objectives and Interface, Issue 2, December 1992; Rev.1, December 1993; Supplement 1, December 1993.
- 2.2.3.15 Bellcore TR-TSY-000673, Operations Systems Interface for an IDLC System, (LSSGR) FSD 20-02-2100, Issue 1, September 1989.
- 2.2.3.16 **DELETED**
- 2.2.3.17 **DELETED**
- 2.2.3.18 **DELETED**
- 2.2.3.19 **DELETED**

3. **Integrated Digital Loop Carriers**

Where BellSouth uses integrated Digital Loop Carrier (DLCs) systems to provide the local loop, BellSouth will make alternative arrangements to permit Sprint to order a contiguous unbundled local loop. These arrangements must provide Sprint with the capability to serve all of BellSouth's Customers at the same level BellSouth provides itself.

4. **Loop Distribution**

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

4.1 **Network Interface Device**

4.1.1 **Definition**

4.1.1.1 The Network Interface Device (NID) is a single-line termination device or that portion of a multiple-line termination device required to terminate a single line or circuit. The fundamental function of the NID is to establish the official network demarcation point between a carrier and its end-user

customer. The NID features two independent chambers or divisions which separate the service provider's network from the customer's inside wiring. Each chamber or division contains the appropriate connection points or posts to which the service provider, and the end-user customer each make their connections. The NID provides a protective ground connection, and is capable of terminating cables such as twisted pair cable.

4.1.1.1.1 BellSouth shall allow Sprint to access the customer's inside wiring. Such access may take place through either of the following: 1) allow Sprint to use any existing capacity on BellSouth's NID; or, 2) in instances where space capacity does not exist, Sprint may connect its NID to BellSouth's NID only in adherence with FCC rules regarding a NID to NID arrangement, until such time as appropriate guidelines for connection to the NID are developed and incorporated within the National Electric Safety Code.

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

4.1.1.3 Figure 1 shows a schematic of a NID.

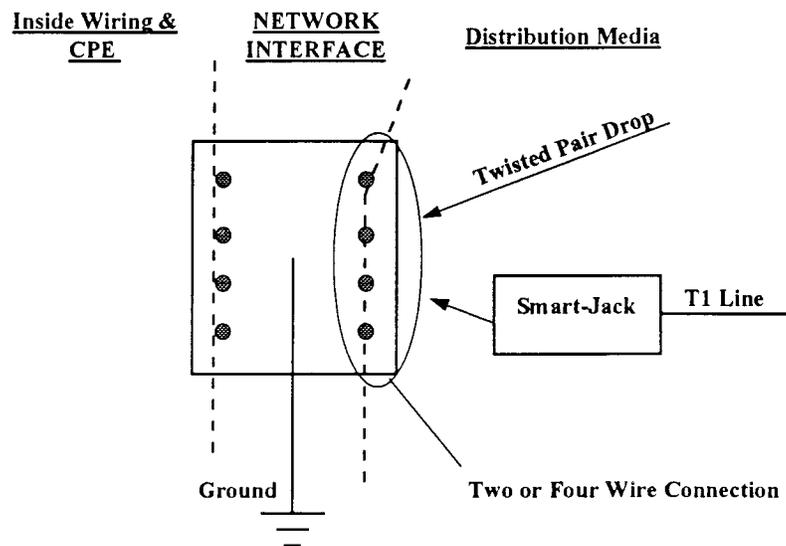


Figure 1 - Network Interface Device

4.1.2 Technical Requirements

- 4.1.2.1 The Network Interface Device shall provide a clean, accessible point of connection for the inside wiring and for the Distribution Media and shall maintain a connection to ground that meets the requirements set forth below.
- 4.1.2.2 The NID shall be capable of transferring electrical analog or digital signals between the customer's inside wiring and the Distribution Media.
- 4.1.2.3 All NID posts or connecting points shall be in place, secure, usable and free of any rust or corrosion. The protective ground connection shall exist and be properly installed. The ground wire will also be free of rust or corrosion and have continuity relative to ground.
- 4.1.2.4 The NID shall be capable of withstanding all normal local environmental variations.
- 4.1.2.5 Where the NID is not located in a larger, secure cabinet or closet, the NID shall be protected from physical vandalism. The NID shall be physically accessible to Sprint designated personnel. In cases where entrance to the customer premises is required to give access to the NID, Sprint shall obtain entrance permission directly from the customer.
- 4.1.2.6 BellSouth shall offer the NID together with, and separately from the Distribution Media component of Loop Distribution.

4.1.3 Interface Requirements

- 4.1.3.1 The NID shall be the interface to customers' premises wiring for alternative loop technologies.
- 4.1.3.2 BellSouth shall permit Sprint to remove any existing terminations to the NID and replace them with terminations designated by Sprint. BellSouth shall not remove or alter customer inside wiring.
- 4.1.3.3 The NID shall be equal to or better than all of the requirements for NIDs set forth in the following technical references:
 - 4.1.3.3.1 Bellcore Technical Advisory TA-TSY-000120 "Customer Premises or Network Ground Wire";
 - 4.1.3.3.2 Bellcore Generic Requirement GR-49-CORE "Generic Requirements for Outdoor Telephone Network Interface Devices";

- 4.1.3.3.3 Bellcore Technical Requirement TR-NWT-00239 "Indoor Telephone Network Interfaces";
- 4.1.3.3.4 Bellcore Technical Requirement TR-NWT-000937 "Generic Requirements for Outdoor and Indoor Building Entrance"; and
- 4.1.3.3.5 Bellcore Technical Requirement TR-NWT-000133 "Generic Requirements for Network Inside Wiring."

4.2 **Distribution Media**

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

4.2.1 **Definition**

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

- 4.2.1.2 The Distribution Media may be copper twisted pair, coax cable, or single or multi-mode fiber optic cable. A combination that includes two or more of these media is also possible. In certain cases, Sprint shall require a copper twisted pair Distribution Media even in instances where the Distribution Media for services that BellSouth offers is other than a copper facility.

4.2.2 **Requirements for All Distribution Media**

- 4.2.2.1 Distribution Media shall be capable of transmitting signals for the following services (as needed by Sprint to provide end-to-end service capability to its customer):
 - 4.2.2.1.1 2-wire voice grade basic telephone services;
 - 4.2.2.1.2 2-wire ISDN;
 - 4.2.2.1.3 2-wire CENTREX;

- 4.2.2.1.4 2 and 4-wire PBX lines or trunks;
- 4.2.2.1.5 2 and 4-wire voice grade private lines and foreign exchange lines;
2-wire ADSL
2-wire and 4-wire HDSL;
- 4.2.2.1.6 4-wire digital data (2.4Kbps through 64Kbps and n times 64Kbps (where $n \leq 24$); and
- 4.2.2.1.7 4-wire DS1 (switched or private line).
- 4.2.2.2 Distribution Media shall transmit all signaling messages or tones. Where the Distribution Media includes any active elements that terminate any of the signaling messages or tones, these messages or tones shall be reproduced by the Distribution Media at the interfaces to an adjacent Network Element in a format that maintains the integrity of the signaling messages or tones.
- 4.2.2.3 Distribution Media shall support functions associated with provisioning, maintenance and testing of the Distribution Media itself, as well as provide necessary access to provisioning, maintenance and testing functions for Network Elements to which it is associated.
- 4.2.2.4 Distribution Media shall provide performance monitoring of the Distribution Media itself, as well as provide necessary access for performance monitoring for Network Elements to which it is associated.
- 4.2.2.5 Distribution Media shall be equal to or better than all of the applicable requirements set forth in the following technical references:
 - 4.2.2.5.1 Bellcore TR-TSY-000057, "Functional Criteria for Digital Loop Carrier Systems"; and
 - 4.2.2.5.2 Bellcore TR-NWT-000393, "Generic Requirements for ISDN Basic Access Digital Subscriber Lines."
- 4.2.2.6 BellSouth shall provide Sprint with physical access to, and the right to connect to, the FDI.
 - 4.2.2.6.1 BellSouth shall offer Distribution Media together with, and separately from the NID component of Loop Distribution.
- 4.2.3 **Additional Requirements for Special Copper Distribution Media**
In addition to Distribution Media that supports the requirements in Section 4.2.2 (above), Sprint may designate Distribution Media to be

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

4.2.4 Additional Requirements for Fiber Distribution Media

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

4.2.4.1 DS3 rate private line service;

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

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

4.2.5 Additional Requirements for Coaxial Cable Distribution Media

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

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

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

4.2.6 Interface Requirements

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

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

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

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

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

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

5. **Loop Concentrator/Multiplexer**

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

5.1 **Definition**

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

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

5.2 **Technical Requirements**

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

- 5.2.1.1 2-wire voice grade basic telephone services;
- 5.2.1.2 2-wire ISDN;
- 5.2.1.3 2-wire CENTREX;
- 5.2.1.4 2 and 4-wire PBX lines or trunks;
- 5.2.1.5 2 and 4-wire voice grade private lines and foreign exchange lines;

- 5.2.1.6 4-wire digital data (2.4Kbps through 64Kbps and n times 64Kbps (where $n \leq 24$);
2-wire ADSL
2-wire and 4-wire HDSL
- 5.2.1.7 4-wire DS1 (switched or private line);
- 5.2.1.8 DS-3 rate private lines;
- 5.2.1.9 Optical SONET rate private lines; and
- 5.2.1.10 Coin services
- 5.2.2 The Loop Concentrator/Multiplexer shall perform the following functions as appropriate:
 - 5.2.2.1 Analog to digital signal conversion of both incoming and outgoing (upstream and downstream) analog signals;
 - 5.2.2.2 Multiplexing of the individual digital signals up to higher transmission bit rate signals (e.g., DSO, DS1, DS3, or optical SONET rates) for transport to BellSouth central office through the Loop Feeder; and
 - 5.2.2.3 Concentration of end-user customer signals onto fewer channels of a Loop Feeder. (The concentration ratio provided for the Network Elements requested by Sprint shall be no higher than the Loop Concentrator/Multiplexer concentration ratio BellSouth uses to provide service to its own customers.)
- 5.2.3 BellSouth shall provide power for the Loop Concentrator/ Multiplexer, through a non-interruptible source if the function is performed in a central office, or from a commercial AC power source with battery backup if the equipment is located outside a central office. Such power shall also adhere to the requirements stated in the Section 2 of Attachment 3.
- 5.2.4 The Loop Concentrator/Multiplexer shall be provided to Sprint in accordance with industry standards and the following Technical References:
 - 5.2.4.1 Bellcore TR-NWT-000057, Functional Criteria for Digital Loop Carrier Systems, Issue 2, January 1993.
 - 5.2.4.2 Bellcore TR-NWT-000393, Generic Requirements for ISDN Basic Access Digital Subscriber Lines.

- 5.2.4.3 ANSI T1.106 - 1988, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (Single Mode).
- 5.2.4.4 ANSI T1.105 - 1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Basic Description including Multiplex Structure, Rates and Formats.
- 5.2.4.5 ANSI T1.102 - 1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces.
- 5.2.4.6 ANSI T1.403- 1989, American National Standard for Telecommunications - Carrier to Customer Installation, DS1 Metallic Interface Specification.
- 5.2.4.7 Bellcore GR-253-CORE, Synchronous Optical Network Systems (SONET), Common Generic Criteria.
- 5.2.4.8 Bellcore TR-TSY-000008, Digital Interface Between the SLC 96 Digital Loop Carrier System and a Local Digital Switch, Issue 2, August 1987.
- 5.2.4.9 Bellcore TR-NWT-000303, Integrated Digital Loop Carrier System Generic Requirements, Objectives and Interface, Issue 2, December 1992; Rev.1, December 1993; Supplement 1, December 1993.
- 5.2.4.10 Bellcore TR-TSY-000673, Operations Systems Interface for an IDLC System, (LSSGR) FSD 20-02-2100, Issue 1, September 1989.

5.3 Requirements for an Intelligent Loop Concentrator/Multiplexer

- 5.3.1 In addition to the basic functions described above for the Loop Concentrator/Multiplexer, the Intelligent Loop Concentrator/Multiplexer (IC/M) shall provide facility grooming, facility test functions, format conversion and signaling conversion as appropriate.
- 5.3.2 At Sprint's option, BellSouth shall provide immediate and continuous configuration and reconfiguration of the channels within the physical interfaces (i.e., of cross connects, as well as direct Sprint control of such configurations and reconfigurations) on the underlying device that provides such IC/M function.
- 5.3.3 At Sprint's option, BellSouth shall provide scheduled configuration and reconfiguration of the channels within the physical interfaces (i.e., of cross connects, as well as direct Sprint control of such configurations and reconfigurations) on the underlying device that provides such IC/M function.

- 5.3.4 The underlying equipment that provides such IC/M function shall continuously monitor protected circuit packs and redundant common equipment.
- 5.3.5 The underlying equipment that provides such IC/M function shall automatically switch to a protection circuit pack on detection of a failure or degradation of normal operation.
- 5.3.6 The underlying equipment that provides such IC/M function shall be equipped with a redundant power supply or a battery back-up.
- 5.3.7 At Sprint's option, BellSouth shall provide Sprint with real time performance monitoring and alarm data on IC/M elements that may affect Sprint's traffic. This includes IC/M hardware alarm data and facility alarm data on the underlying device that provides such IC/M function.
- 5.3.8 At Sprint's option, BellSouth shall provide Sprint with real time ability to initiate tests on the underlying device that provides such IC/M function integrated test equipment as well as other integrated functionality for routine testing and fault isolation.

5.4 **Interface Requirements**

The Loop Concentrator/Multiplexer shall meet the following interface requirements, as appropriate for the configuration that Sprint designates:

- 5.4.1 The Loop Concentrator/Multiplexer shall provide an analog voice frequency copper twisted pair interface to the local switch (e.g., universal DLC applications), as described in the references in Section 5.2.4 of this Attachment.
- 5.4.2 The Loop Concentrator/Multiplexer shall provide digital 4-wire electrical interfaces to the local digital switch, as described in the references in Section 5.2.4 of this Attachment.
- 5.4.3 The Loop Concentrator/Multiplexer shall provide optical SONET interfaces at rates of OC-N as described in the references in Section 5.2.4 of this Attachment.
- 5.4.4 The Loop Concentrator/Multiplexer shall provide the Bellcore TR-303 DS1 level interface to a Local Digital switch. Loop Concentrator/Multiplexer shall provide Bellcore TR-08 modes 1&2 DS1 interfaces when designated by Sprint. Such interface requirements are specified in the references in Section 5.2.4 of this Attachment.

- 5.4.5 The Loop Concentrator/Multiplexer shall provide Integrated Network Access (INA) DS1s for non-locally switched or non-switched special services, as described in the references in Section 5.2.4 of this Attachment.
- 5.5 The Intelligent Loop Concentrator/Multiplexer shall be provided to Sprint in accordance with the Technical References set forth in Sections 5.2.4.13 through 5.2.4.19 above.
6. **Loop Feeder**
- Any request by Sprint for unbundling the Loop Feeder will be made pursuant to the Bona Fide Request Process identified in Section 1.1. of the General Terms and Conditions of this Agreement.
- 6.1 **Definition**
- 6.1.1 The Loop Feeder is the Network Element that provides connectivity between (1) a FDI associated with Loop Distribution and a termination point appropriate for the media in a central office, or (2) a Loop Concentrator/Multiplexer provided in a remote terminal and a termination point appropriate for the media in a central office. BellSouth shall provide the necessary cabling between the BellSouth equipment (i.e. FDI) and Sprint's equipment.
- 6.1.2 The physical medium of the Loop Feeder may be copper twisted pair, or single or multi-mode fiber as designated by Sprint and where available in the BellSouth network. In certain cases, BellSouth must provide a copper twisted pair loop even in instances where the medium of the Loop Feeder for services that BellSouth offers is other than a copper facility.
- 6.2 **Requirements for All Loop Feeder Media**
- 6.2.1 The Loop Feeder shall be capable of transmitting analog voice frequency, basic rate ISDN, digital data, or analog radio frequency signals, where available in the BellSouth network.
- 6.2.2 BellSouth shall provide appropriate power for all active elements in the Loop Feeder. BellSouth will provide appropriate power from a central office source, or from a commercial AC source with rectifiers for AC to DC conversion and 8-hour battery back-up when the equipment is located in an outside plant Remote Terminal (RT).
- 6.3 **Additional Requirements for Special Copper Loop Feeder Medium**

In addition to requirements set forth in Section 6.2 above, and where available in the BellSouth network, Sprint may require BellSouth to provide copper twisted pair Loop Feeder which are unfettered by any intervening equipment (e.g. filters, load coils, and range extenders), so that Sprint can use these Loop Feeders for a variety of services by attaching appropriate terminal equipment at the ends.

6.4 Additional Technical Requirements for DS1 Conditioned Loop Feeder

In addition to the requirements set forth in Section 6.2 above, and where available in the BellSouth network, Sprint may designate that the Loop Feeder be conditioned to transport a DS1 signal. The requirements for such transport are defined in the references below in Section 6.6.

6.5 Additional Technical Requirements for Optical Loop Feeder

In addition to the requirements set forth in Section 6.2 above, and where available in the BellSouth network, Sprint may designate that Loop Feeder will transport DS3 and OCn (where n is defined in the technical reference in Section 5.2.4.4. The requirements for such transport are defined in the references below in Section 6.6.

6.6 BellSouth shall offer Loop Feeder in accordance with the requirements set forth in the following Technical References:

6.6.1 **DELETED**

6.6.2 Bellcore Technical Requirement TR-NWT-000499, Issue 5, December 1993, section 7 for DS1 interfaces;

6.6.3 **DELETED**

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

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

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

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

- 6.6.8 ANSI T1.102 - 1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces.
- 6.6.9 ANSI T1.403- 1989, American National Standard for Telecommunications - Carrier to Customer Installation, DS1 Metallic Interface Specification.
- 6.6.10 Bellcore GR-253-CORE, Synchronous Optical Network Systems (SONET), Common Generic Criteria.
- 6.6.11 **DELETED**
- 6.6.12 **DELETED**
- 6.6.13 **DELETED**
- 6.6.14 **DELETED**
- 6.7 **Interface Requirements**
- 6.7.1 The Loop Feeder point of termination (POT) within a BellSouth central office will be as follows:
 - 6.7.1.1 Copper twisted pairs shall terminate on the MDF;
 - 6.7.1.2 DS1 Loop Feeder shall terminate on a DSX1, DCS1/0 or DCS3/1; and
 - 6.7.1.3 Fiber Optic cable shall terminate on a LGX.
- 6.7.2 When requested by Sprint:
 - The Loop Feeder shall provide the analog voice frequency copper twisted pair interface for switched or private line services, as defined in the references in Section 6.6 of this Attachment.
 - 6.7.2.1 Where available in the BellSouth network, the Loop Feeder shall provide the ISDN basic rate interface, as defined in the references in Section 6.6, to the local digital switch designated by Sprint.
 - 6.7.2.2 The Loop Feeder shall provide digital 4-wire electrical interfaces for digital data services, as defined in the references in Section 6.6 of this Attachment.
 - 6.7.2.3 The Loop Feeder shall provide the standard electrical DS1 interface for applications utilizing DS1 feeder, as defined in the references in Section 6.6 of this Attachment.

- 6.7.2.4 Where available in the BellSouth network, the Loop Feeder shall provide optical SONET interfaces at the OC-N rates as defined in the references in Section 6.6 of this Attachment.
- 6.7.3 Loop Feeder shall be equal to or better than each of the applicable interface requirements set forth in the following technical references:
 - 6.7.3.1 Bellcore TR-TSY-000008, Digital Interface Between the SLC 96 Digital Loop Carrier System and a Local Digital Switch, Issue 2, August 1987.
 - 6.7.3.2 Bellcore TR-NWT-000303, Integrated Digital Loop Carrier System Generic Requirements, Objectives and Interface, Issue 2, December 1992; Rev. 1, December 1993; Supplement 1, December 1993.
 - 6.7.3.3 **DELETED**
 - 6.7.3.4 **DELETED**
 - 6.7.3.5 **DELETED**
 - 6.7.3.6 **DELETED**

7. **Local Switching**

7.1 **Definition**

- 7.1.1 Local Switching is the Network Element that provides the functionality required to connect the appropriate originating lines or trunks wired to the Main Distributing Frame (MDF) or Digital Cross Connect (DSX) panel to a desired terminating line or trunk. Such functionality shall include all of the features, functions, and capabilities that the underlying BellSouth switch that is providing such Local Switching function is then capable of providing, including but not limited to: line signaling and signaling software, digit reception, dialed number translations, call screening, routing, recording, call supervision, dial tone, switching, telephone number provisioning, announcements, calling features and capabilities (including call processing), CENTREX, Automatic Call Distributor (ACD), Carrier pre-subscription (e.g. long distance carrier, intraLATA toll), Carrier Identification Code (CIC) portability capabilities, testing and other operational features inherent to the switch and switch software. It also provides access to transport, signaling (ISDN User Part (ISUP) and Transaction Capabilities Application Part (TCAP), and platforms such as adjuncts, Public Safety Systems (911), operator services, Directory Assistance Services and Advanced Intelligent Network (AIN). Remote Switching Module functionality is included in the

Local Switching function. The switching capabilities used will be based on the line side features they support. Local Switching will also be capable of routing local, intraLATA, interLATA, and calls to international customer's preferred carrier; call features (e.g., call forwarding) and CENTREX capabilities. Local Switching, including the ability to route to Sprint's transport facilities, dedicated facilities and systems, shall be unbundled from all other unbundled Network Elements, i.e., Operator Systems, Common Transport, and Dedicated Transport. In addition, BellSouth agrees to work with Sprint and other ALECs on a routing resource conservation program and file a capacity expansion program to relieve routing resource constraints for 95% of the market. BellSouth and Sprint shall continue to work with the appropriate industry groups to develop a long-term solution for selective routing. BellSouth may reserve for itself an appropriate and reasonable number of line class codes for its own use.

7.1.2 Local Switching also includes Data Switching, which provides:

7.1.2.1 For Frame Relay Service, data services switching functionality that is required to connect the facilities from the User to Network Interface (UNI) to either another UNI or to a communications path at the Network to Network Interface (NNI). In this case, the purpose of Data Switching is to terminate, concentrate, and switch data traffic from Customer Premises Equipment (CPE) in the digital format consistent with the UNI specification for the customer. Data Switching also provides connectivity for the purpose of conveying the customer data to its final destination. The UNI and NNI are industry standard interface specifications that contain physical transmission layer requirements for speeds and line formats; data link layer requirements for the format of the data units that are passed between the user and the network; and protocol requirements for control procedures used in managing the interface.

7.1.2.2 For ISDN Packet and Circuit Switched Data service, the data switching functionality that is required to connect between industry standard ISDN interfaces. In this case, the purpose of Data Switching is to terminate, concentrate, and switch data traffic from Customer Premises Equipment (CPE) in the digital format consistent with ISDN standards. Data Switching also provides connectivity for the purpose of conveying the customer data to its final destination.

7.2 The requirements set forth in this Section 7.2 apply to Local Switching, but not to the Data Switching function of Local Switching.

7.2.1 **Technical Requirements**

- 7.2.1.1 Local Switching shall be equal to or better than the requirements for Local Switching set forth in Bellcore's Local Switching Systems General Requirements (FR-NWT-000064).
- 7.2.1.2 When applicable, BellSouth shall route calls to the appropriate trunk or lines for call origination or termination.
- 7.2.1.3 BellSouth's local switch shall maintain translations necessary to direct AIN queries for selected lines and dialing sequences to the Sprint SS7 network.
- 7.2.1.4 BellSouth's local switch shall accept mutually agreeable AIN responses from the Sprint SCP via SS7 network interconnection then continue call handling according to instructions contained in the response.
- 7.2.1.5 BellSouth shall route calls on a per line or per screening class basis to (1) BellSouth platforms providing Network Elements or additional requirements (2) Operator Services platforms, (3) Directory Assistance platforms, and (4) Repair Centers. Any other routing requests by Sprint will be made pursuant to the Bona Fide Request Process identified in Section 1.1 of this Agreement.
- 7.2.1.6 BellSouth shall provide unbranded recorded announcements and call progress tones to alert callers of call progress and disposition.
- 7.2.1.7 BellSouth shall activate service for a Sprint customer or network interconnection on any of the Local Switching interfaces. This includes provisioning changes to change a customer from BellSouth's services to Sprint's services without loss of switch feature functionality as defined in this Agreement.
- 7.2.1.8 BellSouth shall perform routine testing (e.g., Mechanized Loop Tests (MLT) and test calls such as 105, 107 and 108 type calls) and fault isolation on a mutually agreed upon schedule.
- 7.2.1.9 BellSouth shall repair and restore any equipment or any other maintainable component that may adversely impact Local Switching.
- 7.2.1.10 BellSouth shall control congestion points such as those caused by radio station call-ins, and network routing abnormalities. All traffic shall be restricted in a non discriminatory manner.
- 7.2.1.11 BellSouth shall perform manual call trace and permit customer originated call trace.

- 7.2.1.12 **DELETED**
- 7.2.1.13 For Local Switching used as 911 Tandems, BellSouth shall allow interconnection from Sprint local switching elements and BellSouth shall route the calls to the appropriate Public Safety Access Point (PSAP).
- 7.2.1.14 Special Services provided by BellSouth will include the following:
- 7.2.1.14.1 Essential Service Lines;
 - 7.2.1.14.2 Telephone Service Prioritization;
 - 7.2.1.14.3 Related services for handicapped;
 - 7.2.1.14.4 Soft dial tone where required by law; and
 - 7.2.1.14.5 Any other service required by law.
- 7.2.1.15 BellSouth shall provide Switching Service Point (SSP) capabilities and signaling software to interconnect the signaling links destined to the Signaling Transfer Point Switch (STPS). These capabilities shall adhere to Bellcore specifications - TCAP (GR-1432-CORE), ISUP (GR-905-CORE), Call Management (GR-1429-CORE), Switched Fractional DS1 (GR-1357-CORE), Toll Free Service (GR-1428-CORE), Calling Name (GR-1597-CORE), Line Information Database (GR-954-CORE), and Advanced Intelligent Network (GR-2863-CORE).
- 7.2.1.16 BellSouth shall provide interfaces to adjuncts through Bellcore standard interfaces. These adjuncts can include, but are not limited to, the Service Circuit Node and Automatic Call Distributors.
- 7.2.1.17 BellSouth shall provide performance data regarding a customer line, traffic characteristics or other measurable elements to Sprint, upon a reasonable request from Sprint.
- 7.2.1.18 BellSouth shall offer Local Switching that provides feature offerings at parity to those provided by BellSouth to itself or any other party. Such feature offerings shall include but are not limited to:
- 7.2.1.18.1 Basic and primary rate ISDN;
 - 7.2.1.18.2 Residential features;
 - 7.2.1.18.3 Customer Local Area Signaling Services (CLASS/LASS);

- 7.2.1.18.4 CENTREX (including equivalent administrative capabilities, such as customer accessible reconfiguration and detailed message recording); and
- 7.2.1.18.5 Advanced intelligent network triggers supporting Sprint and BellSouth service applications.
BellSouth shall offer to Sprint all AIN triggers which are supported by BellSouth for offering AIN-based services in accordance with the technical references in Section 7.2.1.23 of this Attachment. Triggers that are currently available include:
 - 7.2.1.18.5.1 Off-Hook Immediate
 - 7.2.1.18.5.2 Off-Hook Delay
 - 7.2.1.18.5.3 Termination Attempt
 - 7.2.1.18.5.4 3/6/10 Public Office Dialing Plan
 - 7.2.1.18.5.5 Feature Code Dialing
 - 7.2.1.18.5.6 Customer Dialing Plan
- 7.2.1.18.6 When the following triggers are supported by BellSouth, BellSouth will make these triggers available to Sprint:
 - 7.2.1.18.6.1 Private EAMF Trunk
 - 7.2.1.18.6.2 Shared Interoffice Trunk (EAMF, SS7)
 - 7.2.1.18.6.3 N11
 - 7.2.1.18.6.4 Automatic Route Selection
- 7.2.1.19 BellSouth shall assign each Sprint customer line the class of service designated by Sprint (e.g., using line class codes or other switch specific provisioning methods), and shall route directory assistance calls from Sprint customers to Sprint directory assistance operators at Sprint's option.
- 7.2.1.20 BellSouth shall assign each Sprint customer line the class of services designated by Sprint (e.g., using line class codes or other switch specific provisioning methods) and shall route operator calls from Sprint customers to Sprint operators at Sprint's option. For example, BellSouth may translate 0- and 0+ intraLATA traffic, and route the call through appropriate trunks to a Sprint Operator Services Position System

(OSPS). Calls from Local Switching must pass the ANI-II digits unchanged.

- 7.2.1.21 If Sprint requests disconnection of the Local Switching element, BellSouth shall disconnect promptly and remove all appropriate translations from BellSouth facilities.
- 7.2.1.22 If a Sprint customer subscribes to Sprint provided voice mail and messaging services, BellSouth shall redirect incoming calls to the Sprint system based upon presubscribed service arrangements (e.g., busy, don't answer, number of rings). In addition, BellSouth shall provide a Standard Message Desk Interface-Enhanced (SMDI-E) interface to the Sprint system. BellSouth shall support the Inter-switch Voice Messaging Service (IVMS) capability.
- 7.2.1.23 Local Switching shall be offered in accordance with the requirements of the following technical references:
 - 7.2.1.23.1 BellCore GR-1298-CORE, AIN Switching System Generic Requirements, as implemented in BellSouth's switching equipment;
 - 7.2.1.23.2 BellCore GR-1299-CORE, AIN Switch-Service Control Point (SCP)/Adjunct Interface Generic Requirements;
 - 7.2.1.23.3 BellCore TR-NWT-001284, AIN 0.1 Switching System Generic Requirements;
 - 7.2.1.23.4 BellCore SR-NWT-002247, AIN Release 1 Update.
- 7.2.2 **Interface Requirements**
 - 7.2.2.1 BellSouth shall provide the following interfaces to loops:
 - 7.2.2.2 Standard Tip/Ring interface including loopstart or groundstart, on-hook signaling (e.g., for calling number, calling name and message waiting lamp);
 - 7.2.2.3 Coin phone signaling;
 - 7.2.2.4 Basic Rate Interface ISDN adhering to appropriate Bellcore Technical Requirements;
 - 7.2.2.5 Two-wire analog interface to PBX;
 - 7.2.2.5.1 Four-wire analog interface to PBX;

- 7.2.2.6 Four-wire DS1 interface to PBX or customer provided equipment (e.g. computers and voice response systems);
- 7.2.2.7 Primary Rate ISDN to PBX adhering to ANSI standards Q.931, Q.932 and appropriate Bellcore Technical Requirements;
- 7.2.2.8 Switched Fractional DS1 with capabilities to configure Nx64 channels (where N = 1 to 24); and
- 7.2.2.9 Loops adhering to Bellcore TR-NWT-08 and TR-NWT-303 specifications to interconnect Digital Loop Carriers.
- 7.2.2.10 BellSouth shall provide access to the following but not limited to:
- 7.2.2.11 SS7 Signaling Network or Multi-Frequency trunking if requested by Sprint;
- 7.2.2.12 Interface to Sprint operator services systems or Operator Services through appropriate trunk interconnections for the system; and
- 7.2.2.13 Interface to Sprint directory assistance services through the Sprint switched network or to Directory Assistance Services through the appropriate trunk interconnections for the system; and 950 access or other Sprint required access to interexchange carriers as requested through appropriate trunk interfaces.

7.3 **Data Switching**

The requirements set forth in this Section 7.3 apply only to the Data Switching function of Local Switching.

7.3.1 **Data Switching Technical Requirements**

- 7.3.1.1 Data Switching includes the necessary cross-office connectivity to the DSX or other appropriate connection point where interconnection to transport, or a cross-connect device can occur. Wherever Data Switching interconnects across network boundaries, it shall be in accordance with Network-to-Network Interface standards.

7.3.1.2 **Frame Relay Functional Requirements**

- 7.3.1.3 Frame Relay Data Switching shall provide Permanent Virtual Circuits (PVCs) in accordance with the core protocol in ANSI Standard T1.618 ("Core aspects of Frame Protocol for use with Frame Relay Bearer Service," ANSI Standard T1.618, October 1991).

- 7.3.1.4 Control procedures for PVC management that shall be provided by Data Switching over the UNI include at least the Local Management interface

(LMI) (as described in "Frame Relay Specification with Extensions," Rev 1.0, Digital Equipment Corporation, Northern Telecom, Inc., and StrataCom, Inc., September 18, 1990), ANSI Standard T1.617: Annex D ("Signaling Specification for Frame Relay Bearer Service," ANSI Standard T1.617, October 1991), and ITU-T Recommendation Q.933: Annex A ("Digital subscriber Signaling System No. 1 -- Signaling specification for frame mode bearer service," ITU-T Recommendation Q.933, March 1993) specifications.

- 7.3.1.5 Data Switching provided to Sprint shall be given equal priority to BellSouth's own traffic during overflow and congestion conditions. To control the flow of data through the network and to prevent congestion of shared resources, Data Switching shall perform traffic management and policing functions on the ingress of data (flowing from customer into the network) and the egress of data (flowing from the network out to the customer). Traffic management is the mechanism used by Data Switching to prevent and reduce congestion within the network, such as buffering data and discarding data when buffers overflow, and may be performed on ingress or egress. Traffic policing is the enforcement by Data Switching of the contracted rate for the ingress of data, described in terms of several parameters such as Peak Rate, Committed Rate, and Burst Size. Traffic management and policing performed at ingress and egress on Sprint's traffic shall be at parity with that performed on BellSouth's traffic.
- 7.3.1.6 As systems development allows, Data Switching shall provide remote data access to integrated test equipment and other integrated functionality on a demand basis in accordance with the following:
- 7.3.1.7 Real-time, remote data access to systems that enable the determination of Data Link Connection Identifiers (DLCIs) used by a PVC;
- 7.3.1.8 Real-time, remote data access to performance monitoring and alarm data on events affecting (or potentially affecting) Sprint's traffic; and
- 7.3.1.9 Real-time, remote data access to maintenance systems to enable end-to-end (customer site-to-customer site) performance and error testing.
- 7.3.1.10 BellSouth shall provision and maintain the underlying facilities required to provide Data Switching.
- 7.3.1.11 **Frame Relay Interface Requirements**
- 7.3.1.12 From Customer Premises Equipment (CPE), Sprint's Customers may interconnect to Data Switching using the transmission speeds, formats, and protocols as specified in the Frame Relay Forum Implementation

Agreement 1 (FRF-1.1) ("User-to-Network Implementation Agreement (UNI)," FRF-1.1, Frame Relay Forum Technical Committee, January 18, 1996) and the standards cited in that document for the physical layer, data transfer, and control procedures. This includes, but is not limited to, access circuits at fractional T1 rates (56Kbps, Nx64 Kbps, (where N is 1 to 24)), T1, and T3.

7.3.1.13 Each T1 UNI interface port shall provide at least 250 PVCs or the appropriate number of PVC's allowed by the platform.

7.3.1.14 T1 interfaces shall be provided using Extended SuperFrame (ESF) format, for enhanced error monitoring and to aid in sectionalizing problems.

7.3.1.15 **NNI Interface B Requirements**

7.3.1.16 Data Switching shall interconnect across network boundaries using the Network-to-Network Interface standards as specified in Frame Relay Forum Implementation Agreement 2 (FRF-2.1) ("Network -to-Network Implementation Agreement (NNI)," FRF-2.1, Frame Relay Forum Technical Committee, July 10, 1995) for the physical layer, data transfer, and control (signaling) procedures. This standard includes both DS1 and DS3 among its listed physical interface formats.

7.3.1.17 Each T1 NNI should be capable of providing at least 200 PVCs; each T3 NNI should be capable of providing at least 1700 PVCs or the appropriate number of PVC's allowed by the platform.

7.3.1.18 **DELETED**

7.3.1.19 **DELETED**

7.3.1.20 ATM Functional Requirements: When ATM functionality becomes available, BellSouth will provide these functions to Sprint. In addition BellSouth agrees to conform to industry standard (e.g. Bellcore standards).

7.3.1.20.1 **DELETED**

7.3.1.20.2 **DELETED**

7.3.1.20.3 **DELETED**

7.3.1.20.3.1 **DELETED**

7.3.1.20.3.2 **DELETED**

7.3.1.20.3.3 DELETED
7.3.1.20.4 DELETED
7.3.1.20.5 DELETED
7.3.1.21 DELETED
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7.3.1.21.6.7 **DELETED**

7.3.1.21.6.7.1 **DELETED**

7.3.1.21.6.7.2 **DELETED**

7.3.1.21.6.7.3 **DELETED**

7.3.1.21.6.8 **DELETED**

7.3.1.22 Integrated Services Digital Network (ISDN)

Integrated Services Digital Network (ISDN) is defined in two variations. The first variation is Basic Rate ISDN (BRI). BRI consists of 2 Bearer (B) Channels and one Data (D) Channel. The second variation is Primary Rate ISDN (PRI). PRI consists of 23 B Channels and one D Channel. Both BRI and PRI B Channels may be used for voice, Circuit Switched Data (CSD) or Packet Switched Data (PSD). The BRI D Channel may be used for call related signaling, non-call related signaling or packet switched data. The PRI D Channel may be used for call related signaling.

7.3.1.22.1 Technical Requirements - ISDN

7.3.1.22.2 BellSouth shall offer Data Switching providing ISDN that, at a minimum:

7.3.1.22.3 Provides integrated packet handling capabilities;

7.3.1.22.4 Allows for full 2B+D Channel functionality for BRI; and

7.3.1.22.5 Allows for full 23B+D Channel functionality for PRI.

7.3.1.22.6 Each B Channel shall allow for voice, 64Kbs CSD, and PSD of 128 logical channels at minimum speeds of 19Kbs throughput of each logical channel up to the total capacity of the B Channel.

7.3.1.22.7 Each B Channel shall provide capabilities for alternate voice and data on a per call basis.

7.3.1.22.8 The BRI D Channel shall allow for call associated signaling, non-call associated signaling and PSD of 16 logical channels at minimum speeds of 9.6 Kbs throughput of each logical channel up to the total capacity of the D Channel.

7.3.1.22.9 The PRI D Channel shall allow for call associated signaling.

7.3.1.22.10 Interface Requirements - ISDN

- 7.3.1.22.11 BellSouth shall provide the BRI U interface using 2 wire copper loops in accordance with TR-NWT-000393, January 1991, *Generic Requirements for ISDN Basic Access Digital Subscriber Lines*.
- 7.3.1.22.12 BellSouth shall provide the BRI interface using Digital Subscriber Loops adhering to Bellcore TR-NWT-303 specifications to interconnect Digital Loop Carriers.
- 7.3.1.22.13 BellSouth shall offer PSD interfaces adhering to the X.25, S.75 and S.75' ANSI and Bellcore requirements.
- 7.3.1.22.14 BellSouth shall offer PSD trunk interfaces operating at 56Kbs.

8. Operator Systems

8.1 Definition

Operator Systems is the Network Element that provides operator and automated call handling and billing, special services, customer telephone listings and optional call completion services. The Operator Systems, Network Element provides two types of functions: Operator Service functions and Directory Assistance Service functions, each of which are described in detail below.

8.2 Operator Service

8.2.1 Definition

Operator Service provides: (1) operator handling for call completion (for example, collect, third number billing, and manual credit card calls), (2) operator or automated assistance for billing after the customer has dialed the called number (for example, credit card calls); and (3) special services including but not limited to Busy Line Verification and Emergency Line Interrupt (ELI), Emergency Agency Call, Operator-assisted Directory Assistance, and Rate Quotes.

8.2.2 Requirements

- 8.2.2.1 When Sprint requests BellSouth to provide Operator Services, the following requirements apply:
 - 8.2.2.1.1 BellSouth shall complete 0+ and 0- dialed local calls.
 - 8.2.2.1.2 BellSouth shall complete 0+ intraLATA toll calls.
 - 8.2.2.1.3 BellSouth shall complete calls that are billed to a Sprint customer's calling card that can be validated by BellSouth.

- 8.2.2.1.4 BellSouth shall complete person-to-person calls.
- 8.2.2.1.5 BellSouth shall complete collect calls.
- 8.2.2.1.6 BellSouth shall provide the capability for callers to bill to a third party and complete such calls.
- 8.2.2.1.7 BellSouth shall complete station-to-station calls.
- 8.2.2.1.8 BellSouth shall process emergency calls.
- 8.2.2.1.9 BellSouth shall process Busy Line Verify and Emergency Line Interrupt requests.
- 8.2.2.1.10 BellSouth shall process emergency call trace, as they do for their Customers prior to the Effective Date. Call must originate from a 911 provider.
- 8.2.2.1.11 BellSouth shall process operator-assisted directory assistance calls.
- 8.2.2.1.12 **DELETED**
- 8.2.2.1.13 **DELETED**
- 8.2.2.1.14 BellSouth will provide the ability for a Sprint Customer to reach a "live" operator on a 0-call.
- 8.2.2.1.15 BellSouth shall brand Operator Service as specified by Sprint in Section 19 of the General Terms and Conditions of this Agreement.
- 8.2.2.2 **DELETED**
- 8.2.2.3 BellSouth shall adhere to equal access requirements, providing Sprint local customers the same IXC access as provided to BellSouth customers.
- 8.2.2.4 BellSouth shall exercise at least the same level of fraud control in providing Operator Service to Sprint that BellSouth provides for its own operator service.
- 8.2.2.5 BellSouth shall perform Billed Number Screening when handling Collect, Person-to-Person, and Billed-to-Third-Party calls.
- 8.2.2.6 **DELETED**
- 8.2.2.7 BellSouth shall direct customer account and other similar inquiries to the customer service center designated by Sprint.

8.2.2.8 BellSouth shall provide an electronic feed of customer call records in "EMR" format to Sprint in accordance with the time schedule designated by Sprint.

8.2.2.9 **DELETED**

8.2.3 **Interface Requirements:**

With respect to Operator Services for calls that originate on local switching capability provided by or on behalf of Sprint, the interface requirements shall conform to the then current established system interface specifications for the platform used to provide Operator Service and the interface shall conform to industry standards.

8.3 **Directory Assistance Service**

8.3.1 **Definition**

Directory Assistance Service provides local customer telephone number listings with the option to complete the call at the callers direction separate and distinct from local switching.

8.3.2 **Requirements**

8.3.2.1 Directory Assistance Service shall provide up to two listing requests per call. If available and if requested by Sprint's customer, BellSouth shall provide caller-optional directory assistance call completion service to one of the provided listings, equal to that which BellSouth provides its customers. If not available, Sprint may request such requirement pursuant to the Bona Fide Request Process provided for in Attachment 14 of this Agreement.

8.3.2.2 BellSouth shall brand Directory Assistance Service as specified by Sprint in Section 19 of the General Terms and Conditions of this Agreement.

8.3.2.3 **DELETED**

8.3.2.4 **DELETED**

8.3.2.5 **Directory Assistance Service Updates**

8.3.2.5.1 BellSouth shall update customer listings changes daily. These changes include:

8.3.2.5.1.1 New customer connections: BellSouth will provide service to Sprint that is equal to the service it provides to itself and its customers;

- 8.3.2.5.1.2 Customer disconnections: BellSouth will provide service to Sprint that is equal to the service it provides to itself and its customers; and
- 8.3.2.5.1.3 Customer address changes: BellSouth will provide service to Sprint that is equal to the service it provides to itself and its customers;
- 8.3.2.6 These updates shall also be provided for non-listed and non-published numbers for use in emergencies.

9. **Common Transport**

9.1 **Definition**

Common Transport is an interoffice transmission path between BellSouth Network Elements (illustrated in Figure 2). Where BellSouth Network Elements are connected by intra-office wiring, such wiring is provided as a part of the Network Elements and is not Common Transport. Common Transport consists of BellSouth inter-office transport facilities and is unbundled from local switching.

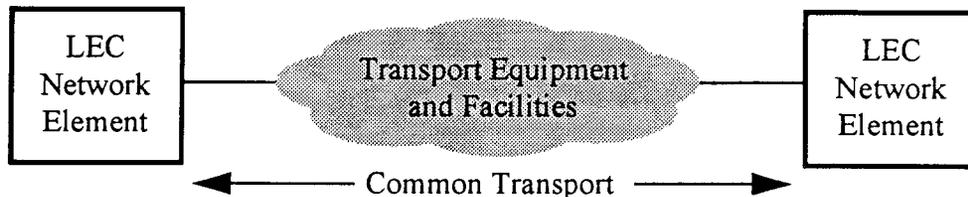


Figure 2

9.2 **Technical Requirements**

- 9.2.1 Common Transport provided on DS1 or VT1.5 circuits, shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Central Office to Central Office "CO to CO" connections in the technical reference set forth in Section 9.2.4.31 of this Attachment 2.
- 9.2.2 Common Transport provided on DS3 circuits, STS-1 circuits, and higher transmission bit rate circuits, Common Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Central Office to Central Office "CO to CO" connections in the technical reference set forth in Section 9.2.4.30 of this Attachment 2.

- 9.2.3 BellSouth shall be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide Common Transport.
- 9.2.4 At a minimum, Common Transport shall meet all of the requirements set forth in the following technical references (as applicable for the transport technology being used):
 - 9.2.4.1 ANSI T1.101-1994, American National Standard for Telecommunications - Synchronization Interface Standard Performance and Availability;
 - 9.2.4.2 ANSI T1.102-1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces;
 - 9.2.4.3 ANSI T1.102.01-199x, American National Standard for Telecommunications - Digital Hierarchy - VT1.5;
 - 9.2.4.4 ANSI T1.105-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Basic Description including Multiplex Structure, Rates and Formats;
 - 9.2.4.5 ANSI T1.105.01-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Automatic Protection Switching;
 - 9.2.4.6 ANSI T1.105.02-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Payload Mappings;
 - 9.2.4.7 ANSI T1.105.03-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Jitter at Network Interfaces;
 - 9.2.4.8 ANSI T1.105.03a-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET): Jitter at Network Interfaces - DS1 Supplement;
 - 9.2.4.9 ANSI T1.105.05-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Tandem Connection;
 - 9.2.4.10 ANSI T1.105.06-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Physical Layer Specifications;

- 9.2.4.11 ANSI T1.105.07-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Sub STS-1 Interface Rates and Formats;
- 9.2.4.12 ANSI T1.105.09-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Network Element Timing and Synchronization;
- 9.2.4.13 ANSI T1.106-1988, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (Single Mode);
- 9.2.4.14 ANSI T1.107-1988, American National Standard for Telecommunications - Digital Hierarchy - Formats Specifications;
- 9.2.4.15 ANSI T1.107a-1990 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications (DS3 Format Applications);
- 9.2.4.16 ANSI T1.107b-1991 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications;
- 9.2.4.17 ANSI T1.117-1991, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (SONET) (Single Mode - Short Reach);
- 9.2.4.18 ANSI T1.403-1989, Carrier to Customer Installation, DS1 Metallic Interface Specification;
- 9.2.4.19 ANSI T1.404-1994, Network-to-Customer Installation - DS3 Metallic Interface Specification;
- 9.2.4.20 ITU Recommendation G.707, Network node interface for the synchronous digital hierarchy (SDH);
- 9.2.4.21 ITU Recommendation G.704, Synchronous frame structures used at 1544, 6312, 2048, 8488 and 44736 kbit/s hierarchical levels;
- 9.2.4.22 Bellcore FR-440 and TR-NWT-000499, Transport Systems Generic Requirements (TSGR): Common Requirements;
- 9.2.4.23 Bellcore GR-820-CORE, Generic Transmission Surveillance: DS1 & DS3 Performance;
- 9.2.4.24 Bellcore GR-253-CORE, Synchronous Optical Network Systems (SONET); Common Generic Criteria;

- 9.2.4.25 Bellcore TR-NWT 000507, Transmission, Section 7, Issue 5 (Bellcore, December 1993). (A module of LSSGR, FR-NWT-000064.);
- 9.2.4.26 Bellcore TR-NWT-000776, Network Interface Description for ISDN Customer Access;
- 9.2.4.27 Bellcore TR-INS-000342, High-Capacity Digital Special Access Service-Transmission Parameter Limits and Interface Combinations, Issue 1 February 1991;
- 9.2.4.28 Bellcore ST-TEC 000052, Telecommunications Transmission Engineering Textbook, Volume 2: Facilities, Third Edition, Issue I May 1989;
- 9.2.4.29 Bellcore ST-TEC-000051, Telecommunications Transmission Engineering Textbook Volume 1: Principles, Third Edition. Issue 1 August 1987;

10. **Dedicated Transport**

10.1 **Definition**

10.1.1.1 Dedicated Transport is an interoffice transmission path between Sprint designated locations unbundled from local switching. Sprint designated locations may include BellSouth central offices or other equipment locations, Sprint network components, other carrier network components, or customer premises. Dedicated Transport is depicted below in Figure 3.

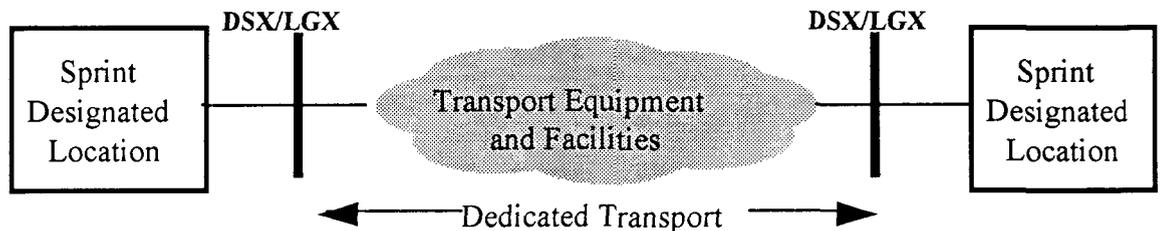


Figure 3

- 10.1.2 BellSouth shall offer Dedicated Transport in each of the following ways:
 - 10.1.2.1 As capacity on a shared circuit.
 - 10.1.2.2 As a circuit (e.g., DS1, DS3, STS-1) dedicated to Sprint.

- 10.1.2.3 As a system (i.e., the equipment and facilities used to provide Dedicated Transport such as SONET ring) dedicated to Sprint.
- 10.1.3 When Dedicated Transport is provided as a circuit or as capacity on a shared circuit, it shall include (as appropriate):
 - 10.1.3.1 Multiplexing functionality;
 - 10.1.3.2 Grooming functionality; and
 - 10.1.3.3 Redundant equipment and facilities necessary to support protection and restoration.
- 10.1.4 When Dedicated Transport is provided as a system it shall include:
 - 10.1.4.1 Transmission equipment such as multiplexers, line terminating equipment, amplifiers, and regenerators;
 - 10.1.4.2 Inter-office transmission facilities such as optical fiber, copper twisted pair, and coaxial cable;
 - 10.1.4.3 Redundant equipment and facilities necessary to support protection and restoration; and
 - 10.1.4.4 Dedicated Transport includes the Digital Cross-Connect System (DCS) functionality as an option. DCS is described below in Section 10.5 of this Attachment.

10.2 **Technical Requirements**

This Section sets forth technical requirements for all Dedicated Transport.

- 10.2.1 When BellSouth provides Dedicated Transport as a circuit or a system, the entire designated transmission circuit or system (e.g., DS1, DS3, STS-1) shall be dedicated to Sprint designated traffic.
- 10.2.2 BellSouth shall offer Dedicated Transport in all technologies that become available during the life of the contract including, but not limited to, DS1 and DS3 transport systems, SONET (or SDH) Bi-directional Line Switched Rings, SONET (or SDH) Unidirectional Path Switched Rings, and SONET (or SDH) point-to-point transport systems (including linear add-drop systems), at all available transmission bit rates.
- 10.2.3 For DS1 or VT1.5 circuits, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements

specified for Customer Interface to Central Office "CI to CO" connections in the technical references set forth in Section 10.4 of this Attachment.

- 10.2.4 For DS3 circuits, STS-1 circuits, and higher rate circuits, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office "CI to CO" connections in the technical references set forth in Section 10.4 of this Attachment.
- 10.2.5 When requested by Sprint, Dedicated Transport shall provide physical diversity. Physical diversity means that two circuits are provisioned in such a way that no single failure of facilities or equipment will cause a failure on both circuits.
- 10.2.6 When physical diversity is requested by Sprint, BellSouth shall provide the maximum feasible physical separation between intra-office and inter-office transmission paths (unless otherwise agreed by Sprint).
- 10.2.7 Upon Sprint's request, BellSouth shall provide real time and continuous remote access to performance monitoring and alarm data affecting, or potentially affecting, Sprint's traffic.
- 10.2.8 BellSouth shall offer the following interface transmission rates for Dedicated Transport:
 - 10.2.8.1 DS1 (Extended SuperFrame - ESF, D4, and unframed applications shall be provided);
 - 10.2.8.2 DS3 (C-bit Parity, M13, and unframed applications shall be provided);
 - 10.2.8.3 SONET standard interface rates in accordance with ANSI T1.105 and ANSI T1.105.07 and physical interfaces per ANSI T1.106.06 (including referenced interfaces). In particular, VT1.5 based STS-1s will be the interface at a Sprint service node.
 - 10.2.8.4 SDH Standard interface rates in accordance with International Telecommunications Union (ITU) Recommendation G.707 and Plesiochronous Digital Hierarchy (PDH) rates per ITU Recommendation G.704.
- 10.2.9 BellSouth shall provide cross-office wiring up to a suitable Point of Termination (POT) between Dedicated Transport and Sprint designated equipment. BellSouth shall provide the following equipment for the physical POT:
 - 10.2.9.1 DSX1 for DS1s or VT1.5s;

- 10.2.9.2 DSX3 for DS3s or STS-1s; and
- 10.2.9.3 LGX for optical signals (e.g., OC-3 and OC-12)
- 10.2.10 **DELETED**
- 10.2.11 When Dedicated Transport is provided as a system, BellSouth shall design the system according to Sprint's architectural requirements. This includes, but is not limited to:
 - 1. Facility routing and termination points (including diversity requirements),
 - 2. Interface selection among those available on the system,
 - 3. System provisionable parameters (e.g. protection switching thresholds). This does not include specification of the vendor to be used by BellSouth, except where mutually agreed.
- 10.2.12 Upon Sprint's request, BellSouth shall provide Sprint with electronic provisioning control of Sprint rings. As system development allows, BellSouth shall provide this functionality in other transport systems (e.g. linear transport systems.)
- 10.2.13 BellSouth shall offer Dedicated Transport together with and separately from DCS.
- 10.3 Technical Requirements for Dedicated Transport Using SONET technology.

This Section sets forth additional technical requirements for Dedicated Transport using SONET technology including rings, point-to-point systems, and linear add-drop systems.
- 10.3.1 All SONET Dedicated Transport provided as a system shall:
 - 10.3.1.1 Be synchronized from both a primary and secondary Stratum 1 level timing source. Additional detail on synchronization requirements are given in Section 16.4 of this Attachment 2.
 - 10.3.1.2 Provide SONET standard interfaces which properly interwork with SONET standard equipment from other vendors. This includes, but is not limited to, SONET standard Section, Line, and Path performance monitoring, maintenance signals, alarms, and data channels.
 - 10.3.1.3 Provide Data Communications Channel (DCC) or equivalent connectivity through the SONET transport system. Dedicated Transport provided over a SONET transport system shall be capable of routing

DCC messages between Sprint SONET network components connected to the Dedicated Transport. For example, if Sprint leases a SONET ring from BellSouth, that ring shall support DCC message routing between Sprint SONET network components connected to the ring.

- 10.3.1.4 Support the following performance requirements for each circuit (STS-1, DS1, DS3, etc.):
- 10.3.1.5 No more than 10 Errored Seconds Per Day (Errored Seconds are defined in the technical reference at Section 10.4.5 of this Attachment); and
- 10.3.1.6 No more than 1 Severely Errored Second Per Day (Severely Errored Seconds are defined in the technical reference at Section 10.4.5 of this Attachment).
- 10.3.1.7 All SONET rings shall:
- 10.3.1.8 Be provisioned on physically diverse fiber optic cables (including separate building entrances where available and diversely routed intra-office wiring). "Diversely routed" shall be interpreted as the maximum feasible physical separation between transmission paths, unless otherwise agreed by Sprint.
- 10.3.1.9 Support dual ring interworking per SONET Standards.
- 10.3.1.10 To the extent technically feasible, BellSouth shall provide the necessary redundancy in optics, electronics, and transmission paths (including intra-office wiring) such that no single failure will cause a service interruption.
- 10.3.1.11 Provide the ability to disable ring protection switching at Sprint's direction (selective protection lock-out), if BellSouth's SONET equipment provides this functionality. This requirement applies to line switched rings only.
- 10.3.1.12 Provide the ability to use the protection channels to carry traffic (extra traffic), if BellSouth's SONET equipment provides this functionality. This requirement applies to line switched rings only.
- 10.3.1.13 Provide 50 millisecond restoration unless a ring protection delay is set to accommodate dual ring interworking schemes.
- 10.3.1.14 Have settable ring protection switching thresholds that shall be set in accordance with Sprint's specifications.

- 10.3.1.15 Provide revertive protection switching with a settable wait to restore delay with a default setting of 5 minutes. This requirement applies to line switched rings only.
- 10.3.1.16 Provide non-revertive protection switching. This requirement applies to path switched rings only.
- 10.3.1.17 Adhere to the following availability requirements, where availability is defined in the technical reference set forth in Section 10.4.5 of this Attachment.
- 10.3.1.17.1 For any circuit through the ring, no more than 3.5 minutes of unavailability per month.
- 10.3.1.17.2 For any circuit through the ring, no more than 10 minutes of unavailability per year.
- 10.4 At a minimum, Dedicated Transport shall meet each of the requirements set forth in Section 9.2.4 of this Attachment and in the following technical references:
 - 10.4.1 ANSI T1.105.04-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Data Communication Channel Protocols and Architectures;
 - 10.4.2 ANSI T1.119-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Operations, Administration, Maintenance, and Provisioning (OAM&P) Communications;
 - 10.4.3 ANSI T1.119.01-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Operations, Administration, Maintenance, and Provisioning (OAM&P) Communications Protection Switching Fragment;
 - 10.4.4 ANSI T1.119.02-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Operations, Administration, Maintenance, and Provisioning (OAM&P) Communications Performance Monitoring Fragment;
 - 10.4.5 ANSI T1.231-1993 -American National Standard for Telecommunications - Digital Hierarchy - Layer 1 In-Service Digital Transmission performance monitoring.
 - 10.4.6 DELETED

- 10.4.6.1 ANSI T1.101-1994, American National Standard for Telecommunications - Synchronization Interface Standard Performance and Availability;
- 10.4.6.2 ANSI T1.102-1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces;
- 10.4.6.3 ANSI T1.102.01-199x, American National Standard for Telecommunications - Digital Hierarchy - VT1.5;
- 10.4.6.4 ANSI T1.105-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Basic Description including Multiplex Structure, Rates and Formats;
- 10.4.6.5 ANSI T1.105.01-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Automatic Protection Switching;
- 10.4.6.6 ANSI T1.105.02-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Payload Mappings;
- 10.4.6.7 ANSI T1.105.03-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Jitter at Network Interfaces;
- 10.4.6.8 ANSI T1.105.03a-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET): Jitter at Network Interfaces - DS1 Supplement;
- 10.4.6.9 ANSI T1.105.05-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Tandem Connection;
- 10.4.6.10 ANSI T1.105.06-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Physical Layer Specifications;
- 10.4.6.11 ANSI T1.105.07-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Sub STS-1 Interface Rates and Formats;
- 10.4.6.12 ANSI T1.105.09-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Network Element Timing and Synchronization;
- 10.4.6.13 ANSI T1.106-1988, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (Single Mode);

- 10.4.6.14 ANSI T1.107-1988, American National Standard for Telecommunications - Digital Hierarchy - Formats Specifications;
- 10.4.6.15 ANSI T1.107a-1990 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications (DS3 Format Applications);
- 10.4.6.16 ANSI T1.107b-1991 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications;
- 10.4.6.17 ANSI T1.117-1991, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (SONET) (Single Mode - Short Reach);
- 10.4.6.18 ANSI T1.403-1989, Carrier to Customer Installation, DS1 Metallic Interface Specification;
- 10.4.6.19 ANSI T1.404-1994, Network-to-Customer Installation - DS3 Metallic Interface Specification;
- 10.4.6.20 ITU Recommendation G.707, Network node interface for the synchronous digital hierarchy (SDH);
- 10.4.6.21 ITU Recommendation G.704, Synchronous frame structures used at 1544, 6312, 2048, 8488 and 44736 kbit/s hierarchical levels;
- 10.4.6.22 Bellcore FR-440 and TR-NWT-000499, Transport Systems Generic Requirements (TSGR): Common Requirements;
- 10.4.6.23 Bellcore GR-820-CORE, Generic Transmission Surveillance: DS1 & DS3 Performance;
- 10.4.6.24 Bellcore GR-253-CORE, Synchronous Optical Network Systems (SONET); Common Generic Criteria;
- 10.4.6.25 Bellcore TR-NWT 000507, Transmission, Section 7, Issue 5 (Bellcore, December 1993). (A module of LSSGR, FR-NWT-000064.);
- 10.4.6.26 Bellcore TR-NWT-000776, Network Interface Description for ISDN Customer Access;
- 10.4.6.27 Bellcore TR-INS-000342, High-Capacity Digital Special Access Service-Transmission Parameter Limits and Interface Combinations, Issue 1 February 1991;

10.4.6.28 Bellcore ST-TEC 000052, Telecommunications Transmission Engineering Textbook, Volume 2: Facilities, Third Edition, Issue I May 1989;

10.4.6.29 Bellcore ST-TEC-000051, Telecommunications Transmission Engineering Textbook Volume 1: Principles, Third Edition. Issue 1 August 1987;

10.5 **Digital Cross-Connect System (DCS)**

10.5.1 **Definition**

10.5.1.1 DCS provides automated cross connection of Digital Signal level 0 (DS0) or higher transmission bit rate digital channels within physical interface facilities. Types of DCSs include but are not limited to DCS 1/0s, DCS 3/1s, and DCS 3/3s, where the nomenclature 1/0 denotes interfaces typically at the DS1 rate or greater with cross-connection typically at the DS0 rate. This same nomenclature, at the appropriate rate substitution, extends to the other types of DCSs specifically cited as 3/1 and 3/3. Types of DCSs that cross-connect Synchronous Transport Signal level 1 (STS-1s) or other Synchronous Optical Network (SONET) signals (e.g., STS-3) are also DCSs, although not denoted by this same type of nomenclature. DCS may provide the functionality of more than one of the aforementioned DCS types (e.g., DCS 3/3/1 which combines functionality of DCS 3/3 and DCS 3/1). For such DCSs, the requirements will be, at least, the aggregation of requirements on the "component" DCSs.

10.5.1.2 In locations where automated cross connection capability does not exist, DCS will be defined as the combination of the functionality provided by a Digital Signal Cross-Connect (DSX) or Light Guide Cross-Connect (LGX) patch panels and D4 channel banks or other DS0 and above multiplexing equipment used to provide the function of a manual cross connection.

10.5.1.3 Interconnection between a DSX or LGX, to a switch, another cross-connect, or other service platform device, is included as part of DCS.

10.6 **DCS Technical Requirements**

10.6.1 DCS shall provide completed end-to-end cross connection of the channels designated by Sprint.

10.6.2 DCS shall perform facility grooming, multipoint bridging, one-way broadcast, two-way broadcast. Upon request by Sprint pursuant to the Bona Fide Request Process, BellSouth will provide Sprint with access to

integrated test functionality on the DCS subject to vendor development that will allow sharing of such functionality among multiple users and that will include necessary security features.

- 10.6.3 Where technically available in BellSouth's DCS system and supported by BellSouth's network management software, DCS shall provide multiplexing, format conversion, signaling conversion, or other functions.
- 10.6.4 The end-to-end cross connection assignment shall be input to the underlying device used to provide DCS from an operator at a terminal or via an intermediate system. The cross connection assignment shall remain in effect whether or not the circuit is in use.
- 10.6.5 BellSouth shall continue to administer and maintain DCS, including updates to the control software to current available releases.
- 10.6.6 BellSouth shall provide various types of Digital Cross-Connect Systems including:
 - 10.6.6.1 DS0 cross-connects (typically termed DCS 1/0);
 - 10.6.6.2 DS1/VT1.5 (Virtual Tributaries at the 1.5Mbps rate) cross-connects (typically termed DCS 3/1);
 - 10.6.6.3 DS3 cross-connects (typically termed DCS 3/3);
 - 10.6.6.4 STS-1 cross-connects; and
 - 10.6.6.5 Other technically feasible cross-connects designated by Sprint.
- 10.6.7 BellSouth shall provide an automated interface which will allow Sprint to, in real time, control the configuration and reconfiguration of channels on the DCS. Sprint's method of accessing the automated DCS configuration and reconfiguration is via special access private line.
- 10.6.8 DCS shall continuously monitor protected circuit packs and redundant common equipment.
- 10.6.9 Where technically available in BellSouth's DCS System, DCS shall automatically switch to a protection circuit pack on detection of a failure or degradation of normal operation.
- 10.6.10 The underlying equipment used to provide DCS shall be equipped with a redundant power supply or a battery back-up.

- 10.6.11 BellSouth shall make available to Sprint spare facilities and equipment necessary for provisioning repairs, as it does for itself and for its own customers.
- 10.6.12 Effective as of the date this unbundled network element is offered, BellSouth will perform network management functions twenty-four (24) hours a day seven (7) days a week via electronic interfaces between Sprint and BellSouth network management centers. At Sprint's option, BellSouth shall provide Sprint with real time performance monitoring and alarm data on the signals and the components of the underlying equipment used to provide DCS that actually impact Sprint's services.
- 10.6.13 Upon request by Sprint pursuant to Bona Fide Request Process, BellSouth shall provide Sprint with real time ability to initiate tests on integrated equipment used to test the signals and the underlying equipment used to provide DCS, as well as other integrated functionality for routine testing and fault isolation. Until such real time ability is available, BellSouth will perform such testing if requested by Sprint.
- 10.6.14 Where technically available in BellSouth's DCS System and supported by BellSouth's network management software, DCS shall provide SONET to asynchronous gateway functionality (e.g., STS-1 to DS1 or STS-1 to DS3).
- 10.6.15 Where technically available in BellSouth's DCS System and supported by BellSouth's network management software, DCS shall perform optical to electrical conversion where the underlying equipment used to provide DCS contains optical interfaces or terminations (e.g., Optical Carrier level 3, i.e., OC-3, interfaces on a DCS 3/1).
- 10.6.16 Where technically available in BellSouth's DCS System and supported by BellSouth's network management software, DCS shall have SONET ring terminal functionality where the underlying equipment used to provide DCS acts as a terminal on a SONET ring.
- 10.6.17 Where technically available in BellSouth's DCS System and supported by BellSouth's network management software, DCS shall provide multipoint bridging of multiple channels to other DCSs. Sprint may designate multipoint bridging to be one-way broadcast from a single master to multiple tributaries, or two-way broadcast between a single master and multiple tributaries.
- 10.6.18 Where technically available in BellSouth's DCS System and supported by BellSouth's network management software, DCS shall multiplex lower speed channels onto a higher speed interface and demultiplex higher speed channels onto lower speed interfaces as designated by Sprint.

10.6.19 Where technically available in BellSouth's DCS System and supported by BellSouth's network management software, DCS shall perform signaling conversion and data conditioning as designated by Sprint.

10.7 **DCS Interface Requirements**

10.7.1 Where technically available in BellSouth's DCS System and supported by BellSouth's network management software, BellSouth shall provide physical interfaces on DS0, DS1, and VT1.5 channel cross-connect devices at the DS1 rate or higher. In all such cases, these interfaces shall be in compliance with applicable Bellcore, ANSI, and ITU standards.,

10.7.2 Where technically available in BellSouth's DCS System and supported by BellSouth's network management software, BellSouth shall provide physical interfaces on DS3 channel cross-connect devices at the DS3 rate or higher. In all such cases, these interfaces shall be in compliance with applicable Bellcore, ANSI and ITU standards.

10.7.3 Where technically available in BellSouth's DCS System and supported by BellSouth's network management software, BellSouth shall provide physical interfaces on STS-1 cross-connect devices at the OC-3 rate or higher. In all such cases, these interfaces shall be in compliance with applicable Bellcore, ANSI and , ITU standards.

10.7.4 Where technically available in BellSouth's DCS System and supported by BellSouth's network management software, Interfaces on all other cross-connect devices shall be in compliance with applicable Bellcore, ANSI and , ITU , standards.

10.8 DCS shall, at a minimum, meet all the requirements set forth in the following technical references:

10.8.1 **DELETED**

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

10.8.3 ANSI T1.102.01-199x, American National Standard for Telecommunications - Digital Hierarchy - VT1.5;

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

- 10.8.5 ANSI T1.105.03-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Jitter at Network Interfaces;
- 10.8.6 ANSI T1.105.03a-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET): Jitter at Network Interfaces - DS1 Supplement;
- 10.8.7 ANSI T1.105.06-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Physical Layer Specifications;
- 10.8.8 ANSI T1.106-1988, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (Single Mode);
- 10.8.9 ANSI T1.107-1988, American National Standard for Telecommunications - Digital Hierarchy - Formats Specifications;
- 10.8.10 ANSI T1.107a-1990 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications (DS3 Format Applications);
- 10.8.11 ANSI T1.107b-1991 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications;
- 10.8.12 ANSI T1.117-1991, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (SONET) (Single Mode - Short Reach);
- 10.8.13 ANSI T1.403-1989, Carrier to Customer Installation, DS1 Metallic Interface Specification;
- 10.8.14 ANSI T1.404-1994, Network-to-Customer Installation - DS3 Metallic Interface Specification;
- 10.8.15 ITU Recommendation G.707, Network node interface for the synchronous digital hierarchy (SDH);
- 10.8.16 ITU Recommendation G.704, Synchronous frame structures used at 1544, 6312, 2048, 8488 and 44736 kbit/s hierarchical levels;
- 10.8.17 BellCore FR-440 and TR-NWT-000499, Transport Systems Generic Requirements (TSGR): Common Requirements;
- 10.8.18 BellCore GR-820-CORE, Generic Transmission Surveillance: DS1 & DS3 Performance;

- 10.8.19 BellCore GR-253-CORE, Synchronous Optical Network Systems (SONET); Common Generic Criteria; and
- 10.8.20 BellCore TR-NWT-000776, Network Interface Description for ISDN Customer Access.
- 11. **Signaling Link Transport**
 - 11.1 **Definition**

Signaling Link Transport is a set of two or four dedicated 56 Kbps. transmission paths between Sprint-designated Signaling Points of Interconnection (SPOI) that provides appropriate physical diversity.
 - 11.2 **Technical Requirements**
 - 11.2.1 Signaling Link Transport shall consist of full duplex mode 56 kbps transmission paths.
 - 11.2.2 Of the various options available, Signaling Link Transport shall perform in the following two ways:
 - 11.2.2.1 As an "A-link" which is a connection between a switch or SCP and a home Signaling Transfer Point Switch (STPS) pair; and
 - 11.2.2.2 As a "D-link" which is a connection between two STPS pairs in different company networks (e.g., between two STPS pairs for two Competitive Local Exchange Carriers (CLECs)).
 - 11.2.3 Signaling Link Transport shall consist of two or more signaling link layers as follows:
 - 11.2.3.1 An A-link layer shall consist of two links.
 - 11.2.3.2 A D-link layer shall consist of four links.
 - 11.2.4 A signaling link layer shall satisfy a performance objective such that:
 - 11.2.4.1 There shall be no more than two minutes down time per year for an A-link layer; and
 - 11.2.4.2 There shall be negligible (less than 2 seconds) down time per year for a D-link layer.
 - 11.2.5 A signaling link layer shall satisfy interoffice and intraoffice diversity of facilities and equipment, such that:

- 11.2.5.1 No single failure of facilities or equipment causes the failure of both links in an A-link layer (i.e., the links should be provided on a minimum of two separate physical paths end-to-end); and
- 11.2.5.2 No two concurrent failures of facilities or equipment shall cause the failure of all four links in a D-link layer (i.e., the links should be provided on a minimum of three separate physical paths end-to-end).

11.3 **Interface Requirements**

- 11.3.1 There shall be a DS1 (1.544 Mbps) interface at the Sprint-designated SPOIs. Each 56 kbps transmission path shall appear as a DS0 channel within the DS1 interface.

12. **Signaling Transfer Points (STPs)**

- 12.1 **Definition** - Signaling Transfer Points is a signaling network function that includes all of the capabilities provided by the signaling transfer point switches (STPSs) and their associated signaling links which enable the exchange of SS7 messages among and between switching elements, database elements and signaling transfer point switches. Figure 4 depicts Signaling Transfer Points.

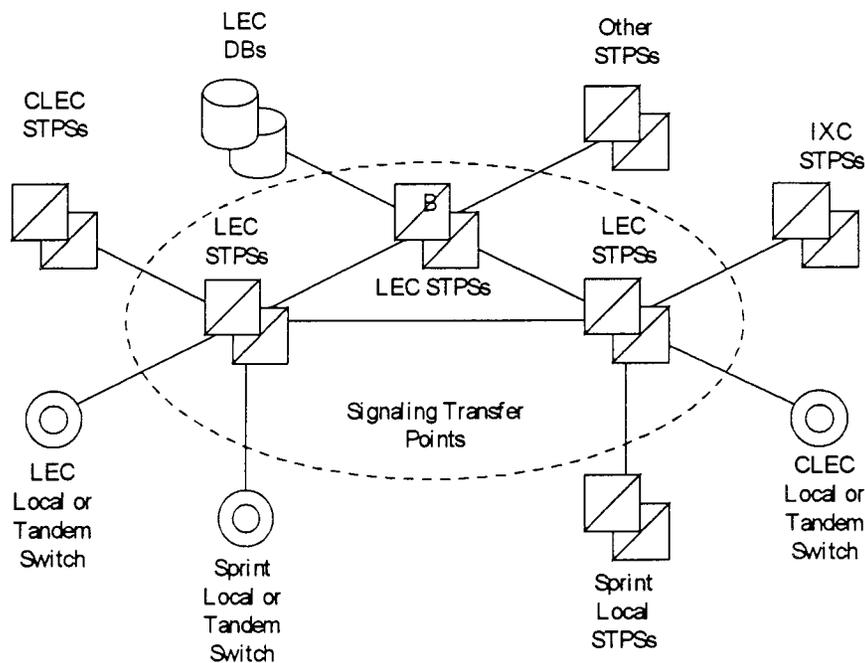


Figure 4

12.2 **Technical Requirements**

- 12.2.1 STPs shall provide access to Network Elements connected to BellSouth SS7 network. These include:
 - 12.2.1.1 BellSouth Local Switching or Tandem Switching;
 - 12.2.1.2 BellSouth Service Control Points/DataBases;
 - 12.2.1.3 Third-party local or tandem switching
 - 12.2.1.4 Third-party-provided STPSs.
- 12.2.2 The connectivity provided by STPs shall fully support the functions of all other Network Elements connected to BellSouth SS7 network. This explicitly includes the use of BellSouth SS7 network to convey messages which neither originate nor terminate at a signaling end point directly connected to BellSouth SS7 network (*i.e.*, transient messages). When BellSouth SS7 network is used to convey transient messages, there shall be no alteration of the Integrated Services Digital Network User Part (ISDNUP) or Transaction Capabilities Application Part (TCAP) user data that constitutes the content of the message.
- 12.2.3 If a BellSouth tandem switch routes calling traffic, based on dialed or translated digits, on SS7 trunks between a Sprint local switch and third party local switch, BellSouth SS7 network shall convey the TCAP messages that are necessary to provide Call Management features (Automatic Callback, Automatic Recall, and Screening List Editing) between the Sprint local STPSs and the STPSs that provide connectivity with the third party local switch, even if the third party local switch is not directly connected to BellSouth STPSs.
- 12.2.4 STPs shall provide all functions of the MTP as defined in Bellcore ANSI Interconnection Requirements. This includes:
 - 12.2.4.1 Signaling Data Link functions, as defined in Bellcore ANSI Interconnection Requirements,
 - 12.2.4.2 Signaling Link functions, as defined in Bellcore ANSI Interconnection Requirements, and
 - 12.2.4.3 Signaling Network Management functions, as defined in Bellcore ANSI Interconnection Requirements.
- 12.2.5 STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as defined in Bellcore ANSI Interconnection Requirements. In particular, this includes Global Title Translation (GTT) and SCCP Management procedures, as specified in

T1.112.4. In cases where the destination signaling point is a BellSouth local or tandem switching system or data base, or is a Sprint or third party local or tandem switching system directly connected to BellSouth SS7 network, STPs shall perform final GTT of messages to the destination and SCCP Subsystem Management of the destination. In all other cases, STPs shall perform intermediate GTT of messages to a gateway pair of STPs in an SS7 network connected with BellSouth SS7 network, and shall not perform SCCP Subsystem Management of the destination.

- 12.2.6 STPs shall also provide the capability to route SCCP messages based on ISNI, as defined in Bellcore ANSI Interconnection Requirements, when this capability becomes available on BellSouth STPs.
- 12.2.7 STPs shall provide on a non-discriminatory basis all functions of the OMAP commonly provided by STPs, as specified in the reference in Section 10.4.5 of this Attachment. All OMAP functions will be on a "where available" basis and can include:
 - 12.2.7.1 MTP Routing Verification Test (MRVT) and
 - 12.2.7.2 SCCP Routing Verification Test (SRVT).
- 12.2.8 In cases where the destination signaling point is a BellSouth local or tandem switching system or database, or is a Sprint or third party local or tandem switching system directly connected to the BellSouth SS7 network, STPs shall perform MRVT and SRVT to the destination signaling point. In all other cases, STPs shall perform MRVT and SRVT to a gateway pair of STPs in an SS7 network connected with the BellSouth SS7 network. This requirement shall be superseded by the specifications for Internetwork MRVT and SRVT if and when these become approved ANSI standards and available capabilities of BellSouth STPs, and if mutually agreed upon by Sprint and BellSouth.
- 12.2.9 STPs shall be equal to or better than the following performance requirements:
 - 12.2.9.1 MTP Performance, as defined in Bellcore ANSI Interconnection Requirements and
 - 12.2.9.2 SCCP Performance, as defined in Bellcore ANSI Interconnection Requirements.
- 12.2.10 **SS7 Advanced Intelligent Network (AIN) Access**

equal to or shorter than the delay associated with queries to BellSouth STP.

- 12.2.10.6 BellSouth's STP's shall maintain global title translations necessary to direct AIN queries for select global title address and translation type values to the Sprint SS7 network.
- 12.2.10.7 BellSouth STPs shall route mutually agreeable AIN responses from the Sprint SCP via SS7 network interconnect to the local switch designated in the Signaling Connection Control Part (SCCP) called party address.
- 12.2.10.8 Network management controls resulting from an overload in elements not supporting Sprint customers shall not affect queries to Sprint SCPs.
- 12.2.10.9 Requirements for billing and recording information to track AIN query-response usage shall be consistent with Connectivity Billing and Recording requirements as specified in Attachment 6 (e.g., recorded message format and content, timeliness of feed, data format and transmission medium).
- 12.2.10.10 BellSouth shall provide to Sprint all necessary testing resources and staff to perform SS7 certification testing prior to interconnection in accordance with the Cooperative Testing section of this Agreement.
- 12.2.10.11 When Sprint selects SS7 AIN Access, BellSouth will provide access to provisioning processes to support interconnection of Sprint's STPs.
- 12.2.10.12 When Sprint selects SS7 AIN Access, BellSouth will provide interconnection of its SS7 network with BellSouth SS7 network for exchange of AIN TCAP messages as described in Section 12.2.10.13.2 below.
- 12.2.10.13 STPs shall offer SS7 AIN Access in accordance with the requirements of the following technical references, as implemented in BellSouth's STPs:
 - 12.2.10.13.1 BellCore GR-2863-CORE, CCS Network Interface Specification Supporting Advanced Intelligent Network (AIN); and
 - 12.2.10.13.2 BellCore GR-2902-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll-Free Service Using Advanced Intelligent Network (AIN).

12.3 **Interface Requirements**

- 12.3.1 BellSouth shall provide the following STPs options to connect Sprint or Sprint-designated local switching systems or STPs to BellSouth SS7 network:

- 12.3.1.1 An A-link interface from Sprint local switching systems; and,
- 12.3.1.2 A D-link interface from Sprint local STPSs.
- 12.3.2 Each type of interface shall be provided by one or more sets (layers) of signaling links, as follows:
 - 12.3.2.1 An A-link layer shall consist of two links, as depicted in Figure 6.

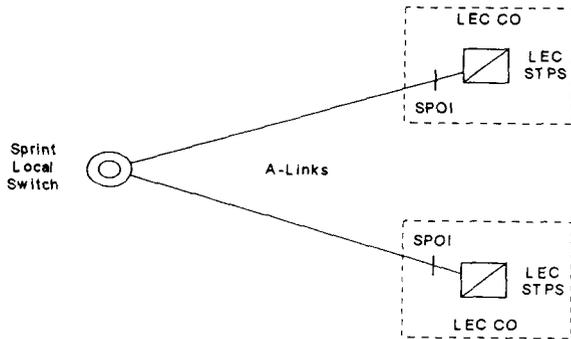


Figure 6. A-Link Interface

- 12.3.2.2 A D-link layer shall consist of four links, as depicted in Figure 7.

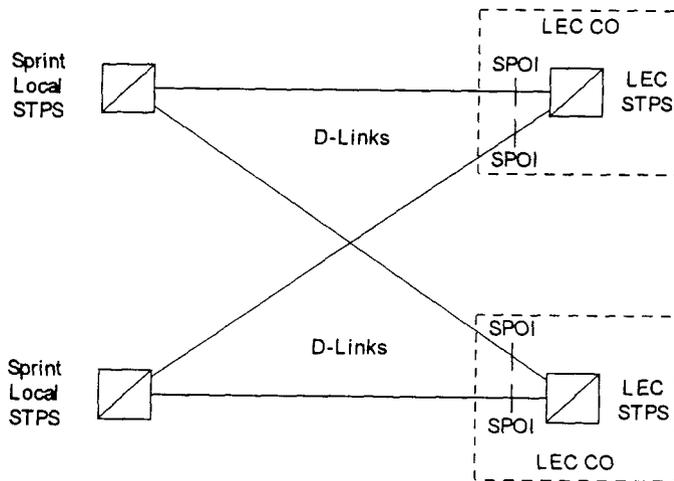


Figure 7. D-

Link Interface

- 12.3.3 The Signaling Point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the Central Office (CO) where BellSouth STPS is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link

shall appear as a DS0 channel within the DS1 or higher rate interface. BellSouth shall offer higher rate DS1 signaling for interconnecting Sprint local switching systems or STPSs with BellSouth STPSs as soon as these become approved ANSI standards and available capabilities of BellSouth STPSs. BellSouth and Sprint will work jointly to establish mutually acceptable SPOIs.

- 12.3.4 BellSouth CO shall provide intraoffice diversity between the SPOIs and BellSouth STPS, so that no single failure of intraoffice facilities or equipment shall cause the failure of both D-links in a layer connecting to a BellSouth STPS. BellSouth and Sprint will work jointly to establish mutually acceptable SPOIs.
- 12.3.5 BellSouth shall provide MTP and SCCP protocol interfaces that shall conform to all sections relevant to the MTP or SCCP in the following specifications:
 - 12.3.5.1 Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP);
 - 12.3.5.2 Bellcore GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).
- 12.3.6 **Message Screening**
 - 12.3.6.1 BellSouth shall set message screening parameters so as to accept valid messages from Sprint local or tandem switching systems destined to any signaling point within BellSouth's SS7 network where the Sprint switching system has a legitimate signaling relation.
 - 12.3.6.2 BellSouth shall set message screening parameters so as to pass valid messages from Sprint local or tandem switching systems destined to any signaling point or network accessed through BellSouth's SS7 network where the Sprint switching system has a legitimate signaling relation.
 - 12.3.6.3 BellSouth shall set message screening parameters so as to accept and pass/send valid messages destined to and from Sprint from any signaling point or network interconnected through BellSouth's SS7 network where the Sprint SCP has a legitimate signaling relation.
- 12.4 STPs shall be equal to or better than all of the requirements for STPs set forth in the following technical references:

- 12.4.1 ANSI T1.111-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP);
- 12.4.2 ANSI T1.111A-1994 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP) Supplement;
- 12.4.3 ANSI T1.112-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Signaling Connection Control Part (SCCP);
- 12.4.4 ANSI T1.115-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Monitoring and Measurements for Networks;
- 12.4.5 ANSI T1.116-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Operations, Maintenance and Administration Part (OMAP);
- 12.4.6 ANSI T1.118-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Intermediate Signaling Network Identification (ISNI);
- 12.4.7 Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP); and
- 12.4.8 Bellcore GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).

13. **Service Control Points/DataBases**

13.1 **Definition**

13.1.1 Databases are the Network Elements that provide the functionality for storage of, access to, and manipulation of information required to offer a particular service and/or capability. Databases include, but are not limited to: Local Number Portability, LIDB, Toll Free Number Database, Automatic Location Identification/Data Management System, access to Service Creation Environment and Service Management System (SCE/SMS) application databases and Directory Assistance.

13.1.2 A Service Control Point (SCP) is a specific type of Database functionality deployed in a Signaling System 7 (SS7) network that

executes service application logic in response to SS7 queries sent to it by a switching system also connected to the SS7 network. Service Management Systems provide operational interfaces to allow for provisioning, administration and maintenance of subscriber data and service application data stored in SCPs.

13.2 Technical Requirements for SCPs/Databases

Requirements for SCPs/Databases within this section address storage of information, access to information (e.g. signaling protocols, response times), and administration of information (e.g., provisioning, administration, and maintenance). All SCPs/Databases shall be provided to Sprint in accordance with the following requirements, except where such a requirement is superseded by specific requirements set forth in Subsections 13.3 through 13.7 of this Attachment:

- 13.2.1 BellSouth shall provide physical interconnection to SCPs through the SS7 network and protocols, as specified in Section 10 of this Attachment, with TCAP as the application layer protocol.
- 13.2.2 BellSouth shall provide physical interconnection to databases via industry standard interfaces and protocols (e.g. ISDN and X.25).
- 13.2.3 The reliability of interconnection options shall be consistent with requirements for diversity and survivability as specified in Section 10 of this Attachment (which applies to both SS7 and non-SS7 interfaces).
- 13.2.4 **Database Availability**
Call processing databases shall have a maximum unscheduled availability of 30 minutes per year. Unavailability due to software and hardware upgrades shall be scheduled during minimal usage periods and only be undertaken upon proper notification to providers which might be impacted. Any downtime associated with the provision of call processing related databases will impact all service providers, including BellSouth, equally.
- 13.2.5 BellSouth shall provide Database provisioning consistent with the provisioning requirements of this Agreement (e.g., data required, edits, acknowledgments, data format and transmission medium and notification of order completion).
- 13.2.6 The operational interface provided by BellSouth shall complete Database transactions (i.e., add, modify, delete) for Sprint customer records stored in BellSouth databases within 24 hours, or sooner where BellSouth provisions its own customer records within a shorter interval.

- 13.2.7 BellSouth shall provide Database maintenance consistent with the maintenance requirements as specified in this Agreement (e.g., notification of BellSouth Network Affecting Events, testing, dispatch schedule and measurement and exception reports).
- 13.2.8 BellSouth shall provide billing and recording information to track database usage consistent with connectivity billing and recording requirements as specified in this Agreement (e.g., recorded message format and content, timeliness of feed, data format and transmission medium).
- 13.2.9 BellSouth shall provide SCPs/Databases in accordance with the physical security requirements specified in this Agreement.
- 13.2.10 BellSouth shall provide SCPs/Databases in accordance with the logical security requirements specified in this Agreement.

13.3 **Local Number Portability Database**

13.3.1 **Definition**

The Permanent Number Portability (PNP) database supplies routing numbers for calls involving numbers that have been ported from one local service provider to another. PNP is currently being worked in industry forums. The results of these forums will dictate the industry direction of PNP. BellSouth agrees to provide the PNP database as directed by the FCC and the Georgia Public Service Commission in Docket No. 5840-U.

13.3.2 **DELETED**

13.3.3 **DELETED**

13.4 **Line Information Database (LIDB):**

This Subsection 13.4 defines and sets forth additional requirements for the Line Information Database. This Subsection 13.4 supplements the requirements of Subsection 13.2 and 13.8 of this Attachment. Sprint acknowledges that BellSouth will store in its LIDB only records relating to service in the BellSouth region.

13.4.1 **Definition**

The Line Information Database (LIDB) is a transaction-oriented database accessible through Common Channel Signaling (CCS) networks. It contains records associated with customer Line Numbers and Special Billing Numbers (in accordance with the requirements in the technical reference in Section 13.8.5 of this Attachment). LIDB accepts

queries from other Network Elements and provides appropriate responses. The query originator need not be the owner of LIDB data. LIDB queries include functions such as screening billed numbers that provides the ability to accept Collect or Third Number Billing calls and validation of Telephone Line Number based non-proprietary calling cards. The interface for the LIDB functionality is the interface between BellSouth CCS network and other CCS networks. LIDB also interfaces to administrative systems. The administrative system interface provides Sprint Work Centers with an interface to LIDB for functions such as provisioning, auditing of data, access to LIDB measurements and reports.

13.4.2 Technical Requirements:

Sprint LIBD technical requirements are set forth below. BellSouth also will offer to Sprint any additional capabilities that are developed for LIBD during the life of this Agreement.

13.4.2.1 Prior to the availability of a long-term solution for Local Number Portability, BellSouth shall enable Sprint to store in BellSouth's LIDB any customer Line Number or Special Billing Number record, (in accordance with the technical reference in Section 13.8.5 of this Attachment) whether ported or not, for which the non-Sprint dedicated NPA-NXX or RAO-0/1XX Group is supported by that LIDB, except for numbers ported from a third party local services provider.

13.4.2.2 Prior to the availability of a long-term solution for Local Number Portability, BellSouth shall enable Sprint to store in BellSouth's LIDB any customer Line Number or Special Billing Number (in accordance with the technical reference in Section 13.8.5) record, whether ported or not, and Sprint dedicated NPA-NXX or RAO-0/1XX Group Records, except for numbers ported from a third party local services provider.

13.4.2.3 Subsequent to the availability of a long-term solution for Local Number Portability, BellSouth shall enable Sprint to store in BellSouth's LIDB any customer Line Number or Special Billing Number (in accordance with the technical reference in Section 13.8.5) record, whether ported or not, regardless of the number's dedicated NPA-NXX or RAO[NXX]-0/1XX., except for numbers ported from a third party local services provider.

13.4.2.4 BellSouth shall perform the following LIDB functions (i.e., processing of the following query types as defined in the technical reference in Section 13.8.5 of this Attachment) for Sprint's customer records in LIDB:

13.4.2.4.1 Billed Number Screening (provides information such as whether the Billed Number may accept Collect or Third Number Billing calls); and

- 13.4.2.4.2 Calling Card Validation: If Sprint chooses to offer Tel Line Number TLN and/or Special Billing Number (SBN credit cards, calling card validation will be supported for the Sprint customer data in the LIDB.
- 13.4.2.5 BellSouth shall process Sprint's Customer records in LIDB at least at parity with BellSouth customer records, with respect to other LIDB functions (as defined in the technical reference in Section 13.8.5 of this Attachment). BellSouth shall indicate to Sprint what additional functions (if any) are performed by LIDB in the BellSouth network.
- 13.4.2.6 Within two (2) weeks after a request by Sprint, BellSouth shall provide Sprint with a list of the customer data items which Sprint would have to provide in order to support each required LIDB function. The list shall indicate which data items are essential to LIDB function, and which are required only to support certain services. For each data item, the list shall show the data formats, the acceptable values of the data item and the meaning of those values.
- 13.4.2.7 BellSouth shall provide LIDB systems for which operating deficiencies that would result in calls being blocked, shall not exceed 30 minutes per year.
- 13.4.2.8 BellSouth shall provide LIDB systems for which operating deficiencies that would not result in calls being blocked shall not exceed 12 hours per year.
- 13.4.2.9 BellSouth shall provide LIDB systems for which the LIDB function shall be in overload (degraded performance in accordance with the technical reference in Section 13.8.5 of this Attachment) no more than 12 hours per year. Such deficiency period is in addition to the periods specified in Sections 13.4.2.7 and 13.4.2.8 above.
- 13.4.2.10 BellSouth shall provide Sprint with the capability to provision (e.g., to add, update, and delete) NPA-NXX and RAO-0/1XX Group Records, and Line Number and Special Billing Number Records, associated with Sprint customers, directly into the BellSouth's LIDB provisioning process. The capability to provision (e.g., to add, update, and delete) NPA-NXX and RAO-01/1XX Group records, and Line Number and Special Billing Number Records, associated with Sprint customers will be provided by BellSouth's DBAC. Direct access into BellSouth's LIDB process is not currently available. Once Direct access becomes available with the appropriate security measures, BellSouth will offer such access to Sprint. In the interim, BellSouth will provide access by electronic mail, facsimile or password-protected phone call (applicable to Group level NPA-NXX and RAO-01/1XX, updated within the same day if notification to BellSouth is received by 1:00 PM central time).

- 13.4.2.11 BellSouth shall maintain customer data (for line numbers, card numbers, and for any other types of data maintained in LIDB) so that such customers shall not experience any interruption of service due to the lack of such maintenance of customer data. In the event that end user customers change their local services provider, BellSouth will use its best efforts to minimize service interruption in those situations where BellSouth has control over additions and deletions to the database as the LIDB provider.
- 13.4.2.12 All additions, updates and deletions of Sprint data to the LIDB shall be solely at the direction of Sprint. Such direction from Sprint will not be required where the addition, update or deletion is necessary to perform standard fraud control measures (e.g., calling card auto-deactivation).
- 13.4.2.13 BellSouth shall provide priority updates to LIDB for Sprint data upon Sprint's request (e.g., to support fraud detection), via password-protected telephone card, facsimile, or electronic mail within one hour of notice from the established BellSouth contact.
- 13.4.2.14 BellSouth shall provide Sprint with the capability to directly obtain, through an electronic interface, reports of all Sprint data in LIDB. Such capability will be through the data migration format (FCIF Interface) that can be used to electronically obtain reports of Sprint data in LIDB.
- 13.4.2.15 BellSouth shall provide LIDB systems such that no more than 0.01% of Sprint customer records will be missing from LIDB, as measured by Sprint audits. BellSouth will audit Sprint records in LIDB against DBAS to identify record mis-matches and provide this data to a designated Sprint contact person to resolve the status of the records and BellSouth will update system appropriately. BellSouth will refer record of mis-matches to Sprint within one business day of audit. Once reconciled records are received back from Sprint, BellSouth will update LIDB the same business day if less than 500 records are received before 1:00PM Central Time. If more than 500 records are received, BellSouth will contact Sprint to negotiate a time frame for the updates, not to exceed three business days.
- 13.4.2.16 BellSouth shall perform backup and recovery of all of Sprint's data in LIDB including sending to LIDB all changes made since the date of the most recent backup copy, in at least the same time frame BellSouth performs backup and recovery of BellSouth data in LIDB for itself. Currently, BellSouth performs backups of the LIDB for itself on a weekly basis and when a new software release is scheduled, a backup is performed prior to loading the new release.

13.4.2.17 BellSouth shall provide to Sprint access to LIDB measurements and reports at least at parity with the capability that BellSouth has for its own customer records and that BellSouth provides to any other party. Electronic access shall be offered to Sprint when it becomes available. Currently, BellSouth provides the following information from the Billing Measurements System summarized by Data Owner/Query Originator:

- Calling Card Queries
- Billed Number Screening Queries
- Calling Card Successful
- Calling Card Denied
- Calling Card CCAN Service Denied
- Calling Card Pin Match Field
- Calling Card Record Not Found
- Billed Number Screening Successful
- Billed Number Screening Not Found
- Group Not Found
- BNS/C Processing Indicator Not Enabled
- Group Status/Nonparticipating

As additional LIDB measurements and reports become available, such measurements and reports also will be provided to Sprint.

13.4.2.18 BellSouth shall provide Sprint with LIDB reports of data which are missing or contain errors, as well as any misroute errors, within a reason time period as negotiated between Sprint and BellSouth.

13.4.2.19 BellSouth shall prevent any access to or use of Sprint data in LIDB by BellSouth personnel that are outside of established administrative and fraud control personnel, or by any other party that is not authorized by Sprint in writing.

13.4.2.20 BellSouth shall provide Sprint performance of the LIDB Data Screening function, which allows a LIDB to completely or partially deny specific query originators access to LIDB data owned by specific data owners, (in accordance with the technical reference in Section 13.8.5 of this Attachment) for Customer Data that is part of an NPA-NXX or RAO-0/1XX wholly or partially owned by Sprint at least at parity with BellSouth Customer Data. BellSouth shall obtain from Sprint the screening information associated with LIDB Data Screening of Sprint data in accordance with this requirement. BellSouth currently does not have LIDB Data Screening capabilities. When such capability is available, BellSouth shall offer it to Sprint under the Bona Fide Request process identified in Section 1.1 of this Agreement.

- 13.4.2.21 BellSouth shall accept queries to LIDB associated with Sprint customer records, and shall return responses in accordance with the requirements of Section 13.8.5.
- 13.4.2.22 BellSouth shall provide mean processing time at the LIDB within 0.50 seconds under normal conditions as defined in the technical reference in Section 13.8.5 of this Attachment.
- 13.4.2.23 BellSouth shall provide processing time at the LIDB within 1 second for 99% of all messages under normal conditions as defined in the technical reference in Section 13.8.5 of this Attachment.
- 13.4.2.24 BellSouth shall provide 99.9 % of all LIDB queries in a round trip within 2 seconds as defined in the technical reference in Section 13.8.5.
- 13.4.3 **Interface Requirements**
BellSouth shall offer LIDB in accordance with the requirements of this subsection 13.4.3.
- 13.4.3.1 The interface to LIDB shall be in accordance with the technical reference in Section 13.8.3 of this Attachment.
- 13.4.3.2 The CCS interface to LIDB shall be the standard interface described in Section 13.8.3 of this Attachment.
- 13.4.3.3 The LIDB Data Base interpretation of the ANSI-TCAP messages shall comply with the technical reference in Section 13.8.4 of this Attachment. Global Title Translation shall be maintained in the signaling network in order to support signaling network routing to the LIDB.
- 13.5 **Toll Free Number Database**
The Toll Free Number Database is a SCP that provides functionality necessary for toll free (e.g., 800 and 888) number services by providing routing information and additional so-called vertical features during call set-up in response to queries from SSPs. This Subsection 13.5 supplements the requirements of Subsections 13.2 and 31.8 of this Agreement. BellSouth shall provide the Toll Free Number Database in accordance with the following:
- 13.5.1 **Technical Requirements**
- 13.5.1.1 BellSouth shall make BellSouth Toll Free Number Database available for Sprint to query with a toll-free number and originating information.

- 13.5.1.2 The Toll Free Number Database shall return carrier identification and, where applicable, the queried toll free number, translated numbers and instructions as it would in response to a query from a BellSouth switch.
- 13.5.1.3 The SCP shall also provide, at Sprint's option, such additional feature as described in SR-TSV-002275 (BOC Notes on BellSouth Networks, SR-TSV-002275, Issue 2, (Bellcore, April 1994)) as are available to BellSouth. These may include but are not limited to:
 - 13.5.1.3.1 Network Management;
 - 13.5.1.3.2 Customer Sample Collection; and
 - 13.5.1.3.3 Service Maintenance

13.5.2 **Interface Requirements**

The signaling interface between the Sprint or other local switch and the Toll-Free Number database shall use the TCAP protocol as specified in the technical reference in Section 13.8.1 of this Attachment, together with the signaling network interface as specified in the technical reference in Sections 13.8.2 and 13.8.6 of this Agreement.

13.6 **Automatic Location Identification/Data Management System (ALI/DMS)**

The ALI/DMS Database contains customer information (including name, address, telephone information, and sometimes special information from the local service provider or customer) used to determine to which Public Safety Answering Point (PSAP) to route the call. The ALI/DMS database is used to provide more routing flexibility for E911 calls than Basic 911. This Subsection 13.6 supplements the requirements of Subsections 13.8.2 and 13.8.6 of this Attachment. BellSouth shall provide the Emergency Services Database in accordance with the following:

13.6.1 **Technical Requirements**

- 13.6.1.1 BellSouth shall offer Sprint a data link to the ALI/DMS database or permit Sprint to provide its own data link to the ALI/DMS database. BellSouth shall provide error reports from the ALI/DMS data base to Sprint immediately after Sprint inputs information into the ALI/DMS data base. Alternately, Sprint may utilize BellSouth, to enter customer information into the data base on a demand basis, and validate customer information on a demand basis.

- 13.6.1.2 The ALI/DMS database shall contain the following customer information:

- 13.6.1.2.1 Name;
- 13.6.1.2.2 Address;
- 13.6.1.2.3 Telephone number; and
- 13.6.1.2.4 Other information as appropriate (e.g., whether a customer is blind or deaf or has another disability).
- 13.6.1.3 When the BellSouth is responsible for administering the ALI/DMS database in its entirety, ported number NXXs entries for the ported numbers should be maintained unless Sprint requests otherwise and shall be updated if Sprint requests, provided Sprint supplies BellSouth with the updates.
- 13.6.1.4 When Remote Call Forwarding (RCF) is used to provide number portability to the local customer and a remark or other appropriate field information is available in the database, the shadow or "forwarded-to" number and an indication that the number is ported shall be added to the customer record.
- 13.6.1.5 If BellSouth is responsible for configuring PSAP features (for cases when the PSAP or BellSouth supports an ISDN interface) it shall ensure that CLASS Automatic Recall (Call Return) is not used to call back to the ported number. Although BellSouth currently does not have ISDN interface, BellSouth agrees to comply with this requirement once ISDN interfaces are in place.

13.6.2 **Interface Requirements**

The interface between the E911 Switch or Tandem and the ALI/DMS database for Sprint customers shall meet industry standards.

13.7 **Directory Assistance Database**

BellSouth shall make its directory assistance database available to Sprint in order to allow Sprint to provide its customers with the same directory assistance services BellSouth provides to BellSouth customers. BellSouth shall provide Sprint with an initial feed via magnetic tape and daily update initially via magnetic tape and subsequently via an electronic gateway to be developed mutually by Sprint and BellSouth of customer address and number changes. Directory Assistance Services must provide both the ported and CLEC telephone numbers to the extent available in BellSouth's database assigned to a customer. Privacy indicators must be properly identified to assure the non-published numbers are accurately identified.

- 13.8 SCPs/Databases shall be equal to or better than all of the requirements for SCPs/Databases set forth in the following technical references:
- 13.8.1 BellCore GR-246-CORE, Bell Communications Research Specification of Signaling System Number 7, ISSUE 1 (Bellcore, December 1999);
- 13.8.2 BellCore GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP). (Bellcore, March 1994);
- 13.8.3 BellCore GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service 6, Issue 1, Rev. 1 (Bellcore, October 1995);
- 13.8.4 BellCore GR-1149-CORE, OSSGR Section 10: System Interfaces, Issue 1 (Bellcore, October 1995) (Replaces TR-NWT-001149);
- 13.8.5 BellCore GR-1158-CORE, OSSGR Section 22.3: Line Information Database 6, Issue (Bellcore, October 1995);
- 13.8.6 BellCore GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service (Bellcore, May 1995); and
- 13.8.7 BOC Notes on BellSouth Networks, SR-TSV-002275, ISSUE 2, (Bellcore, April 1994).
- 13.9 Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access
- 13.9.1 BellSouth's Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access shall provide Sprint the capability that will allow Sprint and other third parties to create service applications in a BellSouth Service Creation Environment and deploy those applications in a BellSouth SMS to a BellSouth SCP. The third party service applications interact with AIN triggers provisioned on a BellSouth SSP. See Figure 8 below.

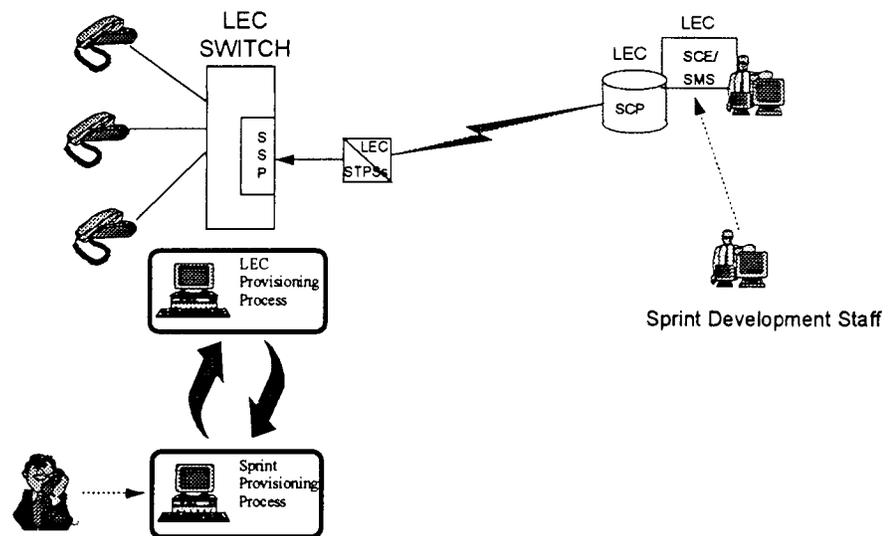


Figure 8

- 13.9.2 BellSouth's SCE/SMS AIN Access shall provide access to SCE hardware, software, testing and technical support (e.g., help desk, system administrator) resources available to Sprint. Scheduling procedures shall provide Sprint equivalent priority to these resources
- 13.9.3 BellSouth's SCE/SMS AIN Access shall allow for multi-user access with proper source code management and other logical security functions as specified in the Security section of this Agreement.
- 13.9.4 BellSouth SCP shall partition and protect Sprint service logic and data from unauthorized access, execution or other types of compromise.
- 13.9.5 When Sprint selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable Sprint to use BellSouth's SCE/SMS AIN Access to create and administer applications. Training, documentation, and technical support will address use of SCE and SMS access and administrative functions, but will not include support for the creation of a specific service application.
- 13.9.6 When Sprint selects SCE/SMS AIN Access, BellSouth shall provide for a secure, controlled access environment in association with its internal use of AIN components. Sprint access will be provided via remote data connection (e.g., dial-in, ISDN).

13.9.7 When Sprint selects SCE/SMS AIN Access, BellSouth shall allow Sprint to download data forms and/or tables to BellSouth SCP via BellSouth SMS without intervention from BellSouth (e.g., service customization and customer subscription).

13.9.8 **DELETED**

14. **Tandem Switching**

14.1 **Definition**

Tandem Switching is the function that establishes a communications path between two switching offices through a third switching office (the tandem switch).

14.2 **Technical Requirements**

14.2.1 Tandem Switching shall have the same capabilities or equivalent capabilities as those described in Bell Communications Research TR-TSY-000540 Issue 2R2, Tandem Supplement, 6/1/90. The requirements for Tandem Switching include, but are not limited to the following:

14.2.1.1 Tandem Switching shall provide signaling to establish a tandem connection;

14.2.1.2 Tandem Switching will provide screening as jointly agreed to by Sprint and BellSouth;

14.2.1.3 **DELETED**

14.2.1.4 Tandem Switching shall provide Advanced Intelligent Network triggers supporting AIN features where such routing is not available from the originating end office switch, to the extent such Tandem switch has such capability

14.2.1.5 **DELETED**

14.2.1.6 Tandem Switching shall provide access to Toll Free number portability database as designated by Sprint;

14.2.1.7 Tandem Switching shall provide all trunk interconnections discussed under the "Network Interconnection" section (e.g., SS7, MF, DTMF, DialPulse, PRI-ISDN, DID, and CAMA-ANI (if appropriate for 911));

- 14.2.1.8 Tandem Switching shall provide connectivity to PSAPs where 911 solutions are deployed and the tandem is used for 911; and
- 14.2.1.9 Tandem Switching shall provide connectivity to transit traffic to and from other carriers.
- 14.2.2 Tandem Switching shall accept connections (including the necessary signaling and trunking interconnections) between end offices, other tandems, IECs, ICOs, CAPs and CLEC switches.
- 14.2.3 Tandem Switching shall provide local tandeming functionality between two end offices including two offices belonging to different CLEC's (e.g., between a Sprint end office and the end office of another CLEC).
- 14.2.4 Tandem Switching shall preserve CLASS/LASS features and Caller ID as traffic is processed. Additional signaling information and requirements are provided in Section 10 of this Attachment.
- 14.2.5 Tandem Switching shall record billable events and send them to the area billing centers designated by Sprint. Tandem Switching will provide recording of all billable events as jointly agreed to by Sprint and BellSouth.
- 14.2.6 Upon a reasonable request from Sprint, BellSouth shall perform routine testing and fault isolation on the underlying switch that is providing Tandem Switching and all its interconnections. The results and reports of the testing shall be made immediately available to Sprint.
- 14.2.7 BellSouth shall maintain Sprint's trunks and interconnections associated with Tandem Switching at least at parity to its own trunks and interconnections.
- 14.2.8 **DELETED**
- 14.2.9 BellSouth shall control congestion points and network abnormalities. All traffic will be restricted in a non discriminatory manner.
- 14.2.10 Tandem Switching shall route calls to BellSouth or Sprint endpoints or platforms (e.g., operator services and PSAPs) on a per call basis as designated by Sprint, where such routing is not available from the originating end office switch, to the extent such Tandem Switch has such capability. Detailed primary and overflow routing plans for all interfaces available within BellSouth switching network shall be mutually agreed to by Sprint and BellSouth. Such plans shall meet Sprint requirements for routing calls through the local network.

- 14.2.11 Tandem Switching shall process originating toll-free traffic received from a Sprint local switch.
- 14.2.12 In support of AIN triggers and features, Tandem Switching shall provide SSP capabilities when these capabilities are not available from the Local Switching Network Element, to the extent such Tandem Switch has such capability.
- 14.2.13 **DELETED**
- 14.3 **Interface Requirements**
- 14.3.1 Tandem Switching shall provide interconnection to the E911 PSAP where the underlying Tandem is acting as the E911 Tandem.
- 14.3.2 Tandem Switching shall interconnect, with direct trunks, to all carriers with which BellSouth interconnects.
- 14.3.3 BellSouth shall provide all signaling necessary to provide Tandem Switching with no loss of feature functionality.
- 14.3.4 Tandem Switching shall interconnect with Sprint's switch, using two-way trunks, for traffic that is transiting via BellSouth network to interLATA or intraLATA carriers. At Sprint's request, Tandem Switching shall record and keep records of traffic for billing.
- 14.3.5 Tandem Switching shall provide an alternate final routing pattern for Sprint traffic overflowing from direct end office high usage trunk groups.
- 14.3.6 **DELETED**
- 14.4 Tandem Switching shall meet or exceed (i.e., be more favorable to Sprint) each of the requirements for Tandem Switching set forth in the following technical references:
 - 14.4.1 Bell Communications Research TR-TSY-000540 Issue 2R2, Tandem Supplement, 6/1/90;
 - 14.4.2 BellCore GR-905-CORE covering CCSNIS;
 - 14.4.3 BellCore GR-1429-CORE for call management features; and BellCore GR-2863-CORE and BellCore GR-2902-CORE covering CCS AIN interconnection
- 15. **DARK FIBER - DELETED**

15.1 **Requirements**

- 15.1.1 BellSouth shall make available Dark Fiber where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available. BellSouth shall offer all Dark Fiber to Sprint pursuant to the prices set forth in Part IV of this Agreement.
- 15.1.2 BellSouth shall provide a Single Point of Contact (SPOC) for negotiating all Dark Fiber arrangements.
- 15.1.3 Sprint may test the quality of the Dark Fiber to confirm its usability and performance specifications.
- 15.1.4 BellSouth shall use its best efforts to provide to Sprint information regarding the location, availability and performance of Dark Fiber within ten (10) business days for a records based answer and twenty (20) business days for a field based answer, after receiving a request from Sprint ("Request"). Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber ("Confirmation"). From the time of the Request to 90 days after Confirmation, BellSouth shall hold such requested Dark Fiber for Sprint's use and may not allow any other party to use such media, including BellSouth.
- 15.1.5 BellSouth shall use its best efforts to make Dark Fiber available to Sprint within thirty (30) business days after it receives written confirmation from Sprint that the Dark Fiber previously deemed available by BellSouth is wanted for use by Sprint. This includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX) or splice points) to enable Sprint to connect or splice Sprint provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber.

15.2 **Additional Requirements for Dark Fiber**

- 15.2.1 Dark Fiber shall meet the following requirements: single mode, with maximum loss of 0.40 dB/km at 1310 nm and 0.25 dB/km at 1550 nm.
- 15.2.2 Sprint may splice and test Dark Fiber obtained from BellSouth using Sprint or Sprint designated personnel. BellSouth shall provide appropriate interfaces to allow splicing and testing of Dark Fiber. BellSouth shall provide an excess cable length of 25 feet minimum (for fiber in underground conduit) to allow the uncoiled fiber to reach from the manhole to a splicing van.

16. **Additional Requirements**

This Section 16 of Attachment 2 sets forth the additional requirements for unbundled Network Elements which BellSouth agrees to offer to Sprint under this Agreement.

16.1 Cooperative Testing

16.1.1 Definition

Cooperative Testing means that BellSouth shall cooperate with Sprint upon request or as needed to (1) ensure that the Network Elements and Ancillary Functions and additional requirements being provided to Sprint by BellSouth are in compliance with the requirements of this Agreement, and (2) test the overall functionality of various Network Elements and Ancillary Functions provided by BellSouth to Sprint in combination with each other or in combination with other equipment and facilities provided by Sprint or third parties, and (3) ensure that all operational interfaces and processes are in place and functioning properly and efficiently for the provisioning and maintenance of Network Elements and Ancillary Functions and so that all appropriate billing data can be provided to Sprint.

16.1.2 Requirements

BellSouth shall provide performance equal to or better than all of the requirements set forth in this Section 16.1.2. In addition, within ninety (90) days of the Effective Date of this Agreement, Sprint and BellSouth will agree upon a Cooperative Testing process which will include procedures for resolving technical issues relating to interconnection of Sprint's network to BellSouth's network and Network Elements and Ancillary Functions. The agreed upon process shall include procedures for escalating disputes and unresolved issues up through higher levels of each company's management. If Sprint and BellSouth do not reach agreement on such a process within ninety (90) days, any issues that have not been resolved by the parties with respect to such process shall be handled pursuant to the procedures identified in Section 15 of the General Terms and Conditions of this Agreement unless both parties agree to extend the time to reach agreement on such issues. The cooperative testing process shall address the following:

- 16.1.2.1 Sprint access for testing at any interface between a BellSouth Network Element or combinations and Sprint equipment or facilities. Such test access must be sufficient to ensure that the applicable requirements can be tested by Sprint seven (7) days per week, 24 hours per day.
- 16.1.2.2 Testing of any interfaces, Network Elements or Ancillary Functions and additional requirements provided by BellSouth pursuant to this Agreement.

- 16.1.2.3 Engineering data for the loop components as set forth in this Attachment which Sprint may desire to test. Such data shall include equipment engineering and cable specifications, signaling and transmission path data.
- 16.1.2.4 Sprint requests for office records, central office layout and design records and drawings, system engineering and other applicable documentation pertaining to a Network Element or Ancillary Function or the underlying equipment that is then providing a Network Element or Ancillary Function to Sprint.
- 16.1.2.5 Sprint requests for any applicable test results, from BellSouth testing activities on a Network Element or Ancillary Function or Additional Requirement or the underlying equipment providing a Network Element or Ancillary Function or Additional Requirements to Sprint. Sprint may review such testing results and may notify BellSouth of any deficiencies that are detected.
- 16.1.2.6 Sprint request for the temporary provision of selected Local Switching features for testing.
- 16.1.2.7 Technical staff to meet with Sprint representatives to provide required support for Cooperative Testing.
- 16.1.2.8 Dedicated Transport and Loop Feeder may experience alarm conditions due to in-progress tests. BellSouth shall not remove such facilities from service without obtaining Sprint's prior approval.
- 16.1.2.9 Tests or maintenance procedures on Network Elements or Ancillary Functions or on the underlying equipment that is then providing a Network Element or Ancillary Function, that may cause a service interruption or degradation if such tests and procedures are at a time that is mutually acceptable to Sprint and BellSouth.
- 16.1.2.10 A single point of contact to Sprint that is available 7 days per week, 24 hours per day for trouble status, sectionalization, resolution, escalation, and closure. Such staff shall be adequately skilled to allow expeditious problem resolution.
- 16.1.2.11 Electronic access to 105 responders, 100-type test lines, or 102-type test lines associated with any circuits under test.
- 16.1.2.12 BellSouth participation in Cooperative Testing with Sprint upon Sprint's request to test any operational interface or process used to provide Network Elements, Ancillary Functions or Services to Sprint.

- 16.1.2.13 Completing Cooperative Testing expeditiously.
- 16.1.2.14 Enhancements to BellSouth's provisioning processes to deliver Network Elements and Ancillary Functions and any Additional Requirements to Sprint in shorter intervals than during subsequent normal service periods.
- 16.1.2.15 BellSouth participation in Cooperative Testing requested by Sprint whenever it is deemed necessary by Sprint to insure service performance, reliability and customer serviceability.
- 16.1.2.16 Procedures to cover Sprint acceptance or rejection of a Network Element ordered by Sprint if upon completion of cooperative acceptance testing, the tested Network Element does not meet the requirements stated herein.

16.2 **Performance**

16.2.1 **Scope:**

This section addresses performance requirements for Network Elements and Ancillary Functions to provide local service. It includes requirements for the reliability and availability of Network Elements and Ancillary Functions, and quality parameters such as transmission quality (analog and digital), and speed (or delay). In addition, an overview of service performance requirements is given.

- 16.2.1.1 The General Performance Requirements in this section apply to all aspects of Network Elements and Ancillary Functions. Additional requirements are given in this performance section and in the individual Network Elements sections.
- 16.2.2 BellSouth shall work cooperatively with Sprint to determine appropriate performance allocations across Network Elements.
- 16.2.3 BellSouth shall comply with the following technical documents to the extent that they are consistent with the greater of BellSouth's actual performance or applicable industry standards. If Sprint requests performance that exceeds either the industry standards or the actual performance that BellSouth provides to itself, then Sprint shall request such additional requirements through the Bona Fide Request process set forth in Section 1.1 of the General Terms and Conditions of this Agreement.

16.2.3.1 **Bell Communications Research, Inc. Documents**

- 16.2.3.1.1 FR-64, *LATA Switching Systems Generic Requirements (LSSGR)*. This document contains 117 Technical References and Generic Requirements. Sections provide the requirements for local switching systems (also referred to as end offices) that serve customers' lines. Some modules of the LSSGR are also referenced separately in this document.
- 16.2.3.1.2 TR-NWT-000499, Issue 5, Rev 1, April 1992, *Transport Systems Generic Requirements (TSGR): Common Requirements*.
- 16.2.3.1.3 TR-NWT-000418, Issue 2, December 1992, *Generic Reliability Assurance Requirements For Fiber Optic Transport Systems*.
- 16.2.3.1.4 TR-NWT-000057, Issue 2, January 1993, *Functional Criteria for Digital Loop Carriers Systems*.
- 16.2.3.1.5 TR-NWT-000507, Issue 5, December 1993, *LSSGR - Transmission, Section 7*.
- 16.2.3.1.6 GR-303-CORE, Issue 1, September 1995, *Integrated Digital Loop Carrier System Generic Requirements, Objectives, and Interface*.
- 16.2.3.1.7 GR-334-CORE, Issue 1, June 1994, *Switched Access Service: Transmission Parameter Limits and Interface Combinations*.
- 16.2.3.1.8 TR-NWT-000335, Issue 3, May 1993, *Voice Grade Special Access Services - Transmission Parameter Limits and Interface Combinations*.
- 16.2.3.1.9 TR-TSY-000529, Issue 2, July 1987, *Public Safety - LSSGR*.
- 16.2.3.1.10 GR-1158-CORE, Issue 2, October 1995, *OSSGR Section 22.3: Line Information Database*.
- 16.2.3.1.11 TR-TSY-000511, Issue 2, July 1987, *Service Standards, a Module (Section 11) of LATA Switching Systems Generic Requirements (LSSGR, FR-NWT-000064)*.
- 16.2.3.1.12 TR-NWT-000393, January 1991, *Generic Requirements for ISDN Basic Access Digital Subscriber Lines*.
- 16.2.3.1.13 TR-NWT-000909, December 1991, *Generic Requirements and Objectives for Fiber In The Loop Systems*.
- 16.2.3.1.14 TR-NWT-000505, Issue 3, May 1991, *LSSGR Section 5, Call Processing*.

- 16.2.3.1.15 FR-NWT-000271, 1993, *Operator Services Systems Generic Requirements (OSSGR)*.
- 16.2.3.1.16 TR-NWT-001156, Issue 2, July 1993, *OSSGR Operator Services Systems Generic Requirements, Section 21, Operator Subsystem*.
- 16.2.3.1.17 SR-TSY-001171, Issue 1, January 1989, *Methods and Procedures for System Reliability Analysis*.
- 16.2.3.1.18 Bellcore *Telecommunications Transmission Engineering*, 3rd Ed, 1990.
- 16.2.3.2 **ANSI Standards**
- 16.2.3.2.1 ANSI T1.512-1994, Network Performance - Point-to-Point Voice-Grade Special Access Network Voiceband Data Transmission Objectives.
- 16.2.3.2.2 ANSI T1.506-1990, Network Performance - Transmission Specifications for Switched Exchange Access Network.
- 16.2.3.2.3 ANSI T1.508-1992, Telecommunications - Network Performance - Loss Plan for Evolving Digital Networks. Also supplement T1.508a-1993.
- 16.2.3.2.4 ANSI T1.101-1994, Digital Synchronization Network Plan.
- 16.2.3.3 **TIA/EIA Standards**
- 16.2.3.3.1 Requirements not specifically addressed here shall be found in the documents listed in Electronic Industries Association/Telecommunications Industries Association Standards and Engineering Publications.
- 16.2.3.3.2 TIA/EIA TSB-37A, Telephone Network Transmission Model for Evaluating Modem Performance.
- 16.2.3.3.3 TIA/EIA TSB-38, Test Procedure for Evaluation of 2-wire 4 kHz Voiceband Duplex Modems.
- 16.2.3.4 **IEEE Standards**
- 16.2.3.4.1 IEEE Standard 743-1984, IEEE Standard Methods and Equipment for Measuring Transmission Characteristics of Analog Voice Frequency Circuits.
- 16.2.3.4.2 ANSI/IEEE Standard 820-1984, Telephone Loop Performance Characteristics.
- 16.2.4 **Services and Capabilities**

- 16.2.4.1 All Network Elements shall provide performance sufficient, in combination with other Network Elements, to provide the following applications in accordance with the requirements of this document:
 - 16.2.4.1.1 Voice services.
 - 16.2.4.1.2 Voice-band data modem connections up to and including International Telecommunications Union Telecommunications (ITU-T) standard V.24 (9.6 kbps).
 - 16.2.4.1.3 FAX transmissions up to and including 9.6 kbps group 3.
 - 16.2.4.1.4 CLASS/LASS features.
 - 16.2.4.1.5 Operator Systems.
- 16.2.4.2 Where available, the following capabilities shall be provided as applicable:
 - 16.2.4.2.1 ISDN BRI
 - 16.2.4.2.2 ISDN PRI
 - 16.2.4.2.3 Switched Digital Data
 - 16.2.4.2.4 Non-Switched Digital Data
 - 16.2.4.2.5 Types of Video applications
 - 16.2.4.2.6 Coin Services
 - 16.2.4.2.7 Frame Relay and ATM
 - 16.2.4.2.8 Private Line Services
- 16.2.5 Specific Performance Requirements

BellSouth shall comply with the following performance requirements to the extent that they are consistent with the greater of BellSouth's actual performance or applicable industry standards. If Sprint requests performance requirements that exceed either the industry standards or the actual performance that BellSouth provides to itself, then Sprint shall request such performance through the Bona Fide Request process set forth in Section 1.1 of the General Terms and Conditions of this Agreement.
- 16.2.5.1 BellSouth shall provide performance equal to or better than all of the requirements set forth in this Section. Unless noted otherwise,

requirements and objectives are given in terms of specific limits. This means that all tests (acceptance and ongoing performance) shall meet the limit(s) to satisfy the requirement.

16.2.5.2 **Performance Allocation** Transmission path impairments may be classified as either analog or digital, and will depend on the nature of the signal transmitted across the Network Element. Analog impairments are introduced on any analog portion of the loop, typically between the NID portion of Loop Distribution and the analog to digital (A/D) conversion, and are usually correlated with the length of the physical plant. Digital impairments are introduced by A/D conversion and by interfaces between digital Network Elements. In addition, noise can be introduced by either analog transmission or the A/D conversion.

16.2.5.3 **Loop Combination Architecture Constraints**

16.2.5.3.1 The following constraints will limit not only the variety of Loop Combination architectures that may be considered, but also the architectures BellSouth may consider to deliver any Ancillary Function or Network Element. These constraints apply to the entire path between the NID portion of Loop Distribution and where the unbundled loop element interfaces with Sprint. Any exceptions to these restrictions shall be specifically requested or approved by Sprint in writing.

16.2.5.3.1.1 **DELETED**

16.2.5.3.1.2 No voice compression.

16.2.5.3.1.3 No echo cancelers or suppressers.

16.2.5.3.1.4 One digital loss pad per PBX.

16.2.5.3.1.5 No digital gain.

16.2.5.3.1.6 No additional equipment that might significantly increase intermodulation distortion.

16.2.5.4 **Transmission Impairments**

16.2.5.4.1 **Analog Impairments** Analog impairments are those introduced on portions of the end-to-end circuit on which communications signals are transmitted in analog format. These portions of the transmission path would typically be between NID and an A/D conversion, most commonly on the metallic loop. The performance on the analog portion of a circuit is typically inversely proportional to the length of that circuit.

16.2.5.4.1.1 Loss

16.2.5.4.1.1.1 Electrical loss is measured using a 1004 Hz 0.0dB one Milliwatt 900 ohm test tone.

16.2.5.4.1.1.2 Off-hook electrical loss for the unbundled loop element shall be no more than 8.0 dB for any line. On-hook electrical loss for the unbundled loop element shall be no more than 13.9 dB above the off-hook electrical loss for any line, per BellCore Technical Reference No. 57.

16.2.5.4.1.2 Idle Channel Circuit Noise

16.2.5.4.1.2.1 Idle channel circuit noise (C-message) is added by analog facilities, by the A/D conversion of signals, by digital processing equipment (e.g. echo cancelers, digital loss pads), robbed bit signaling, and errors on digital facilities.

16.2.5.4.1.2.2 Idle channel circuit noise shall be less than or equal to 18 dB_{BrnC}.

16.2.5.4.1.3 Talker Echo

16.2.5.4.1.3.1 The primary source of echo is improper impedance-matching at the 2-to-4 wire hybrid in BellSouth network. The impact on customer perception is a function of both echo return loss and delay.

16.2.5.4.1.3.2 Echo Return Loss (ERL) shall be greater than 26dB to a standard termination (900 ohms, 2.16 μ Fd), and greater than 14 dB to a telephone set off-hook. Singing Return Loss (SRL) shall be greater than 21dB to a standard termination, and greater than 11 dB to a telephone set off-hook.

16.2.5.4.1.4 Listener Echo

Listener echo is a double reflection of a transmitted signal at two different impedance mismatches in the end-to-end connection. While in extreme cases it can degrade voice transmission performance, listener echo is primarily an issue for voiceband data. The requirements on Talker Echo shall apply to Listener Echo.

16.2.5.4.1.5 Propagation and Processing Delay

16.2.5.4.1.5.1 Propagation delay is the delay involved in transmitting information from one location to another. It is caused by processing delays of equipment in the network and delays associated with traveling across transmission facilities.

16.2.5.4.1.5.2 BellSouth shall cooperate with Sprint to limit total service propagation and processing delay to levels at parity with that within the BellSouth local network.

16.2.5.4.1.6 Signal-to-Noise Ratio

16.2.5.4.1.6.1 The Signal-to-Noise Ratio (S/N) is a critical parameter in determining voiceband data performance. It is typically measured with a 1004 Hz tone.

16.2.5.4.1.6.2 BellSouth must provide on the Loop Combination a signal-to-noise ratio of at least 37 dB between the NID and the end office.

16.2.5.4.1.7 C-Notched Noise

The requirements for Signal-to-Noise Ratio shall apply to C-Notched Noise.

16.2.5.4.1.8 Attenuation Distortion

16.2.5.4.1.8.1 Attenuation distortion, also known as frequency distortion or gain slope, measures the variations in loss at different frequencies across the voice frequency spectrum (200 Hz - 3400 Hz). It is measured by subtracting the loss at 1004 Hz from the loss at the frequency of interest.

16.2.5.4.1.8.2 Attenuation distortion from the NID to the switch shall be within the range ± 0.5 dB for frequencies between 304 and 3004 Hz; from the switch to NID attenuation distortion shall be within the range ± 0.5 dB for frequencies between 204 Hz and 3004 Hz. In addition, attenuation distortion shall remain within the range +1dB/-3dB for frequencies between 200 Hz and 3500 Hz.

16.2.5.4.1.9 Envelope Delay Distortion

16.2.5.4.1.9.1 Envelope Delay Distortion (EDD) measures the difference in transit time of signals at different frequencies. EDD is measured relative to the transit time of a 1704 Hz. tone, and is given in microseconds. EDD is used as an approximation of the group delay of the channel.

16.2.5.4.1.9.2 EDD shall be: 1704 Hz to 604 Hz -- ≤ 350 μ sec.; 1704 Hz to 2804 Hz -- ≤ 195 μ sec.; 1704 Hz to 204 Hz -- ≤ 580 μ sec.; 1704 Hz to 3404 Hz -- ≤ 400 μ sec.

16.2.5.4.1.10 Phase Jitter

16.2.5.4.1.10.1 Phase jitter measures the unwanted angular modulation of a signal. It is caused by noise or the actual modulation of the signal by another

unwanted signal. It displaces the zero crossings of a signal. It is measured in terms of peak-to-peak deviations of a 1004 Hz. tone from its nominal zero crossings, and in a particular frequency band (20-300 Hz and either 4-300 Hz or 2-300 Hz). Phase jitter impacts voiceband data performance and can make modems more susceptible to other impairments, including noise.

16.2.5.4.1.10.2 From the NID to the interexchange carrier point of termination, phase jitter shall be $<1.5^\circ$ point-to-point in the 20-300 Hz band, and $<1.8^\circ$ point-to-point in the 4-300 Hz. band.

16.2.5.4.1.11 **Amplitude Jitter**

16.2.5.4.1.11.1 Amplitude jitter is any deviation of the peak value of a 1004 Hz signal from its nominal value. Excessive amounts can impair voiceband data performance. It is primarily caused by noise but can also be caused by phase jitter, gain hits, or single frequency interference.

16.2.5.4.1.11.2 In NID-interexchange carrier point of termination, $\leq 2.5\%$ of amplitude jitter is permitted in the 20-300 Hz band and $\leq 2.9\%$ in the 4-300 Hz band.

16.2.5.4.1.12 **Intermodulation Distortion**

16.2.5.4.1.12.1 Intermodulation distortion (IMD) measures non-linear distortions of a signal. It compares the power of harmonic tones to the power of the transmitted tones. It is measured for both the 2nd and 3rd harmonics of the transmitted tones. IMD is caused by compression or clipping and can impair voiceband data performance.

16.2.5.4.1.12.2 Both 2nd and 3rd order IMD between the NID and end office must be ≥ 52 dB.

16.2.5.4.1.13 **Impulse Noise**

16.2.5.4.1.13.1 Impulse noise is a sudden and large increase in noise on a channel for a short duration of time. Impulse noise is measured as a count of the number of times a noise threshold is exceeded during a given time period (typically 5 or 15 minutes). It is caused by protection switching, maintenance activities, electromechanical switching systems, digital transmission errors, and line coding mismatches. Impulse noise sounds like clicking noises or static on voice connections. Impulse noise impairs voiceband data performance.

16.2.5.4.1.13.2 The NID to interexchange carrier point of termination portions of connections shall introduce no impulse noise events within 6dB of the

received signal power on 93% of all 15 minute connections. In addition, there shall be no more than 1 impulse noise event within 6 dB of the received signal power during any 30-minute period.

16.2.5.4.1.14 **Phase Hits**

16.2.5.4.1.14.1 Phase hits are a sudden change in the phase of a signal lasting at least 4 msec. Phase hits are measured using a threshold which indicates how much the phase of the signal has changed with respect to its nominal phase. Phase hits are caused by protection switching and slips or other synchronization errors. Phase hits can impair voiceband data performance.

16.2.5.4.1.14.2 Between the NID and interexchange carrier point of termination, 99.75% of all 15-minute connections shall have no phase hits exceeding 10°. In addition, there shall be no more than 1 phase hit exceeding 10° in any 30-minute period.

16.2.5.4.1.15 **Gain Hits**

16.2.5.4.1.15.1 Gain hits are sudden changes in the level of a signal that last at least 4 msec. Gain hits are measured against a threshold of typically 2-5 dB relative to the signal's nominal level. Gain hits are usually caused by protection switches and can impair voiceband data performance.

16.2.5.4.1.15.2 Between the NID and the interexchange carrier point of termination, 99.5% of all 15-minute connections shall have no gain hits exceeding 3 dB. In addition, there shall be no more than 1 gain hit exceeding 3 dB in any 30-minute period.

16.2.5.4.1.16 **Dropouts**

16.2.5.4.1.16.1 Dropouts are drops in the level of a signal of 12 dB or more for at least 4 msec. They are caused by protection switching events, radio fading, and conditions causing digital carrier systems to lose frame. Dropouts are critical for voiceband data performance but, if severe enough, will also affect voice quality.

16.2.5.4.1.16.2 Between the NID and the interexchange carrier point of termination, 99.9% of all 15-minute connections shall have no dropouts and in addition, no connection shall suffer more than 1 dropout in any 60-minute period.

16.2.5.4.1.17 **Frequency Shift**

16.2.5.4.1.17.1 Frequency shift measures any frequency changes that occur when a signal is transmitted across a channel. It is typically measured using a 1004 Hz tone. Frequency shift has very little impact on voice or voiceband data performance; however, round-trip frequency shifts can affect the ability of echo cancelers to remain converged.

16.2.5.4.1.17.2 No more than 0.2 Hz frequency shift shall be on any connection. In addition, 99.5% of all calls shall have frequency shift < 0.1 Hz.

16.2.5.4.1.18 **Crosstalk**

16.2.5.4.1.18.1 Crosstalk is the presence of signals from other telephone connections on a circuit. Crosstalk can be either intelligible, when speech from other connections can be heard and understood, or unintelligible. Crosstalk is caused by inter-channel interference on the transmission system. Crosstalk is difficult to measure: it requires correlating signals on different circuits or using human listeners to identify its presence. Trouble reports may be used to estimate the probability of crosstalk.

16.2.5.4.1.18.2 99% of Loop Combinations shall have probability $\leq 0.1\%$ of experiencing crosstalk exceeding -65 dBm0.

16.2.5.4.1.19 **Clipping**

16.2.5.4.1.19.1 Clipping occurs when part of a transmitted signal is dropped and does not reach the receiving portion on a connection. It can be caused by Digital Speech Interpolation (DSI) equipment used in Digital Circuit Multiplication Systems (DCMS) which increase the amount of traffic that transmission facilities carry, and by echo cancelers or echo suppressers.

16.2.5.4.1.19.2 No clipping incidents shall occur on any call.

16.2.5.4.2 **Digital Impairments**

Digital impairments occur in the signal wherever it is transmitted in digital format. These errors are usually introduced upon conversion of the signal from analog to digital, as well as at interfaces between digital components. While many digital impairments have little impact on subjective voice quality, they can impact voiceband data performance.

16.2.5.4.2.1 **Signal Correlated Distortion**

16.2.5.4.2.1.1 Signal correlated distortion (SCD) is unwanted noise or distortion introduced into a signal through the conversion of a signal from analog to digital format or through digital processing that changes the transmitted signal. SCD affects performance when a sign is being transmitted. The primary sources of SCD are signal encoders, echo

cancelers, digital loss pads, and robbed bit signaling. SCD affects both voice and voiceband data performance.

16.2.5.4.2.1.2 The NID-to-end-office connection shall allow:

16.2.5.4.2.1.2.1 A maximum of 1 A/D conversion, using 64Kbps μ -law ($\mu=255$) PCM;

16.2.5.4.2.1.2.2 No voice compression;

16.2.5.4.2.1.2.3 No echo cancellation; and

16.2.5.4.2.1.2.4 Robbed bit signaling only if SS7 or ISDN are not used.

16.2.5.4.2.2 **Slips**

16.2.5.4.2.2.1 Slips occur when a frame of digital data is either deleted or repeated because of differences in the clocks used to synchronize digital facilities. Slips sound like clicks or pops on voice calls and have major impact on voiceband data performance.

16.2.5.4.2.2.2 The NID-to-interexchange carrier point of termination portion of connections shall have fewer than 0.45 slips every 24 hours on average.

16.2.5.4.2.3 **Digital Timing Jitter and Wander**

16.2.5.4.2.3.1 Digital timing jitter is the unwanted phase modulation of digital signals at rates above 10 Hz. Wander is the unwanted phase modulation of digital signals at rates below 10 Hz. Digital timing jitter is caused by imperfections in the timing recovery process of repeaters and the stuffing synchronization process used by multiplexer/demultiplexers. Wander is caused by slowly varying changes in digital signal phase due to clock frequency offset and drift, changes in propagation delay of terrestrial facilities due to temperature changes and changes in the distance of satellites from the earth. These events have a major impact on voiceband data performance.

16.2.5.4.2.3.2 The maximum digital timing jitter allowed in the 10 Hz to 8 kHz frequency band at any network interface or any terminal equipment in the network is 5 Unit Intervals (UI). The maximum digital timing jitter allowed in the 8 kHz to 40 kHz frequency band is 0.1 UI. The objective for wander is less than 28 UI at any network interface or terminal equipment.

16.2.5.4.2.4 **DS-1 Errored Seconds**

16.2.5.4.2.4.1 An Errored Second (ES) on a DS-1 facility is any second during which at least 1 bit is in error. The impact of an ES on performance depends on

the number of errors that occur during a second. Typically, voice performance is not significantly impacted by ES but they can cause errors in voiceband data transmissions.

16.2.5.4.2.4.2 Each BellSouth work shall have less than 20 ESs per 24 hour period.

16.2.5.4.2.5 DS-1 Severely Errored Seconds

16.2.5.4.2.5.1 A severely Errored Second (SES) is any second during which a DS-1 has an error rate exceeding 0.001. An SES can be caused by a loss of framing, a slip, or a protection switch. SESs have impacts on both voice and voiceband data performance. For voice, an SES will sound like a burst of noise or static. SESs that occur during a voiceband data transmission cause a significant burst of errors and can cause modems to retrain.

16.2.5.4.2.5.2 The digital portion of each NID to POP connection shall have less than 2 SESs per 24 hour period).

16.2.5.4.2.6 Short Failure Events

16.2.5.4.2.6.1 A Short Failure Event (SFE) is a Loss of Frame (LOF) event of less than two minutes' duration. An LOF event is declared when, on detection of a Loss of Signal (LOS) or Out-of-Frame (OOF), a rise-slope-type integration process starts that declares a LOF after 2.5 ± 0.5 sec. of continuous LOS or OOF. If the LOS or OOF is intermittent, the integration process shall decay at a slope of 1/5 the rise slope during the period when the signal is normal. Thus, if the ratio of a LOS or OOF to a normal signal is greater than 1/2, a LOF will be declared. A LOS condition shall be declared when the Network Channel Terminating Equipment has determined that 175 ± 75 successive pulse positions with no pulses of either positive or negative polarity have occurred. An OOF condition shall be declared when either Network equipment or Digital Terminal Equipment detects errors in the framing pattern.

16.2.5.4.2.6.2 There shall be fewer than 1 SFE per month.

16.2.5.5 Service Availability and Reliability

Availability refers to the time period during which the service is up and usable for its intended purpose. Reliability refers to the probability that a task will be completed successfully, given that it is successfully begun. Where available BellSouth shall provide real-time, remote data access to performance monitoring and alarm data on events affecting (or potentially affecting) Sprint's traffic.

16.2.5.5.1 Blocked Calls

- 16.2.5.5.1.1 Blocking is the fraction of call origination attempts denied service during a stated measurement period. Blocking occurs because of competition for limited resources within the network.
- 16.2.5.5.1.2 For intraLATA toll service as well as for local exchange service, the blocking level from originating network interface (NID) to terminating NID shall not exceed 1.5% in any hour, except under conditions of service disruption. For access to or egress from the Sprint long distance network, the blocking rate shall not exceed 0.5% in any hour, except under conditions of service disruption.
- 16.2.5.5.2 **Blocked Dial Tone**
- 16.2.5.5.2.1 Blocked dial tone occurs when the subscriber does not receive dial tone within 11 seconds of going off-hook.
- 16.2.5.5.2.2 Customers shall not experience more than 0.1% dial tone blocking during average busy season busy hour (ABSBH).
- 16.2.5.5.3 **Downtime**

Downtime is the period of time that a system is in a failed state.
- 16.2.5.5.3.1 The average downtime for all subscriber Loop Combinations shall be less than 49 minutes per year. The maximum downtime for 99% of all subscriber Loop Combinations shall be less than 74 minutes per year.
- 16.2.5.5.3.2 The average downtime for an end office switch shall be less than 3 minutes per year. The average downtime for individual trunks shall be less than 28 minutes per year. The average downtime for digital trunk groups shall be less than 20 minutes per year. The average downtime for an individual line appearance at the switch shall be less than 28 minutes per year. The average downtime for a Remote Terminal (RT) shall be less than 17 minutes per year. The average downtime for an individual line on a Remote Terminal (RT) shall be less than 13 minutes per year.
- 16.2.5.5.3.3 The mean time to repair (MTTR) of any equipment at an attended site shall be less than 3 hours. The mean time to repair (MTTR) of any equipment at an unattended site shall be less than 4 hours. 95% of all repairs to the network interface (NID) shall be completed within 24 hours.
- 16.2.5.5.3.4 There shall be no downtime due to power failures at the switch.
- 16.2.5.5.3.5 The probability of a stable call being cut off shall be less than 20 cutoffs per one million 1 minute calls.

- 16.2.5.5.3.6 The rate of ineffective machine attempts at the end office shall be less than 0.0005 (5 failures per 10,000 call attempts).
- 16.2.5.5.3.7 BellSouth shall meet all requirements for private line services in BellCore TR-NWT-000335 and ANSI T1.512-1994.
- 16.2.5.5.4 **Dial Tone Delay**
- 16.2.5.5.4.1 Dial-Tone Delay is the time period between a customer off-hook and the receipt of dial tone from an originating end office. Dial-Tone Delay has a significant effect on customer opinion of service quality.
- 16.2.5.5.4.2 The average dial-tone delay shall not exceed 0.6 seconds. At most 0.5% of calls during the average-season busy hour (ASB BH) shall experience dial-tone delay greater than 3 seconds. At most 8% of calls during the ten-high-day busy hour (THDBH) shall experience dial-tone delay greater than 3 seconds. At most 10% of calls during the high-day busy hour (HDBH) shall experience dial-tone delay greater than 3 seconds.
- 16.2.5.5.5 **Dial Tone Removal**
- 16.2.5.5.5.1 Dial tone removal is the time between recognition of the first address digit to the removal of dial tone on the line.
- 16.2.5.5.5.2 The maximum dial tone removal interval shall be \leq 500 milliseconds.
- 16.2.5.5.6 **Post Dial Delay**
- 16.2.5.5.6.1 Post Dial Delay (PDD) is the amount of time a caller must wait after entering or dialing the last digit of a Destination Telephone Number (DTN) before hearing a valid audible network response. The PDD for an end user is measured from the time the caller has pressed or dialed the last digit of a DTN until receipt of an audible network response.
- 16.2.5.5.6.2 The requirements given reflect an end-to-end CCS7 protocol for Sprint end users. Where a mixture of CCS7 and inband (MF) signaling protocols are employed, an increase in the PDD can be expected.
- 16.2.5.5.6.2.1 **PDD 1 - A - Intra Sprint LSO**
- 16.2.5.5.6.2.1.1 Intra-LSO calls do not employ external signaling protocols. The PDD for intra-LSO calls flows are dependent upon the processor cycle time and traffic load conditions. This PDD is assumed to be between customers on the same Sprint LSO, between the Remote Switch Modules (RSMs) on the same Host, or between an RSM and 5ESS, or similar, Host customers.

16.2.5.5.6.2.1.2 The objective for intra-LSO PDD is less than 310 milliseconds for 50% of all calls and less than 460 milliseconds for 95% of all calls.

16.2.5.5.6.2.2 PDD1 - B - Sprint LSO to Another Sprint Local LSO

16.2.5.5.6.2.2.1 The signaling protocols from a Sprint LSO to another Sprint LSO are assumed to employ out-of-band Common Channel Signaling System 7 (CCS7) format. Local calls, that is, calls from a Sprint LSO to another Sprint LSOs are assumed to have no more than one pair of Signaling Transfer Point Switches (STPSs) and no more than one data base dip.

16.2.5.5.6.2.2.2 This PDD is expected to be better than the Sprint Long Distance objective with an average PDD of $\leq .870$ seconds with $95\% \leq 1.34$ seconds.

16.2.5.5.6.2.3 PDD1 - C - Sprint LSO to Other LSO

16.2.5.5.6.2.3.1 Calls from a Sprint LSO to other LSOs are dependent upon the interface agreements between Sprint and the LSO service provider and may employ CCS7, inband (MF) or a combination of both protocols.

16.2.5.5.6.2.3.2 Calls from a Sprint LSO to another LSO via the Public Switched Telecommunications Network (PSTN), using end-to-end CCS7 signaling protocols, can expect to meet the Sprint PDD objectives of an average of 2.0 seconds with 95% in ≤ 2.5 seconds. Calls from a Sprint LSO via the PSTN to LSOs outside the local service area are assumed to use CCS7 signaling protocols to the Sprint switch. The egress signaling protocols from the Sprint Switched Network (ASN) to the many different local telephone company service providers however does not necessarily utilize CCS7 signaling. There are three basic egress signaling configuration. They are:

16.2.5.5.6.2.3.2.1 Network Inter-Connect, CCS7 between Sprint and the local telephone company.

16.2.5.5.6.2.3.2.2 Inband Multifrequency (MF) signaling protocols without a BellSouth egress tandem in the connection.

16.2.5.5.6.2.3.2.3 Inband MF signaling protocols with a BellSouth egress tandem in the connection.

16.2.5.5.6.2.3.2.3.1 Calls from a Sprint LSO to other LSOs outside the local service area are assumed to have multiple STPSs for 1+ traffic in the access and operator service system portion of the connection. The egress from the Operator Service System for 1+ traffic is again dependent upon the

interface agreements in that service area and may consist of CCS7 or inband MF protocols.

16.2.5.5.6.2.3.2.3.2 Calls from a Sprint's LSO to another Sprint LSO with a mixture of CCS7 or all inband signaling protocols are expected to receive PDDs on the average of 2.9 seconds with 95% in ≤ 6.5 seconds.

16.2.5.5.6.2.4 PDD2 - Sprint LSO to Operator Services

16.2.5.5.6.2.4.1 The signaling protocols between a Sprint LSO and the Sprint IN-band as mutually agreed to by the Parties. Operator Services Position Systems (OSPS) will employ IN-band as mutually agreed to by the Parties. Modified Operator Services Multifrequency signaling format as mutually agreed to by the Parties. As with 1+ traffic, the egress from the Operator Service System to the local service providers LSO is dependent upon the interface.

16.2.5.5.6.2.5 PDD2 - A - Sprint LSO to operator service system 0 Only

16.2.5.5.6.2.5.1 When a "0" has been entered by the customer, timing is applied in the absence of a DTMF "#". If a "#" is not entered, the objective is for the timer to expire in 4 seconds +/- 1 second. After the timer has expired, or the "#" has been entered, the average PDD shall not exceed 2.2 seconds.

16.2.5.5.6.2.6 PDD2 - B - 0 Plus Calls

On calls where analysis of the first 6 digits (area code + central office code) is required, the PDD shall not exceed 2.0 seconds on the average, and 2.5 seconds in 95% of all occurrences. For calls that require analysis of the 10-digits CALLED number and the 7 digits of calling number (ANI, e.g. Automatic Charge Quotation Service) the PDD is expected to be 4.5 seconds on the average and < 5.0 seconds in 95% of all occurrences. These delays are based on the calling customer receiving a network response as described above, specifically the calling card alerting tone from the operator service system. The remaining call completion PDD to the DTN, after the customer has completed the Operator Service function, will take the form of the PDDs discussed in PDD1-C.

16.2.5.5.6.2.7 Impact of Local Number Portability (LNP)

Local Number Portability will increase PDDs. If a call forwarding option is used as an interim solution for LNP, the delay due to additional switching in the local access is estimated to be 0.3 seconds (mean) and 0.4 seconds (95th percentile) in addition to the PDDs described earlier. These estimates assumes CCS7 signaling between LSOs. If inband

signaling is used between LSOs, the PDD will be increased by 1.9 to 3.6 (1.7+1.9) seconds compared to the PDDs provided in the section on Post Dial Delay.

16.2.5.5.6.2.8 **Custom Local Area Subscriber Services (CLASS)**

CLASSSM features such as Calling Name Delivery can contribute to the PDD of a call. This delay is caused by the additional time (BellSouth option) before the ringing interval commences. This default delay is 3 seconds. Optional settings are available in 1 second intervals from 1 to 6 seconds. Calls to DTNs that have CLASSSM features, particularly with calling name delivery, can expect to experience from 1 to 6 seconds (3 seconds default) of additional PDD compared to the PDDs shown for PDD1-C.

16.2.5.5.6.2.9 **Partial Dial Timing**

16.2.5.5.6.2.9.1 The interval between each information digit from a customer's line, until the LSO or switching system has determined that the digit string is incomplete.

16.2.5.5.6.2.9.2 For customer lines, partial dial timing shall be ≥ 16 seconds and ≤ 24 seconds. For trunks, inband signaling time-out shall be ≥ 5 seconds and ≤ 20 seconds.

16.2.5.6 **Local Switching**

BellSouth shall provide performance equal to or better than the requirements for Local Switching set forth in Bellcore LSSGR TR-TSY-000511. Post dial delay for connections to Sprint local operator services shall be no worse than Operator Services provided by BellSouth. Additionally, post dial delay from the Operator Services to destination numbers shall be no worse than that provided by BellSouth. Post dial delay for connections to Sprint local Directory Assistance Services shall be no worse than Directory Assistance Services provided by BellSouth. Additionally, post dial delay from the directory system to destination numbers shall be no worse than that provided by BellSouth. Specific requirements for the Data Switching function of Local Switching are in Section 5.3. In all cases the performance of Data Switching shall meet the general requirements stated in "General Performance Requirements." Allocation of impairments shall be negotiated between Sprint and BellSouth.

16.2.5.7 **Operator Systems**

Operator System connections shall comply with the requirements for the Loop Combination, Local Switching, Operator Service, and Directory Assistance Service requirements.

16.2.5.8 Common Transport

Specific requirements for this Network Element or Ancillary Function are in the Common Transport section. In all cases the performance of this Network Element shall meet the general requirements stated Section 16.2 of this Attachment 2. Allocation of impairments shall be negotiated between Sprint and BellSouth.

16.2.5.9 Dedicated Transport

Specific requirements for this Network Element are in the Dedicated Transport section. In all cases the performance of this Network Element shall meet the general requirements stated in "General Performance Requirements." Allocation of impairments shall be negotiated between Sprint and BellSouth.

16.2.5.10 Signaling Transfer Points

Specific requirements for this Network Element are in the Signaling Transfer Points section. In all cases the performance of this Network Element shall meet the general requirements stated in Section 16.2 of this Attachment 2. Allocation of impairments shall be negotiated between Sprint and BellSouth.

16.2.5.11 Signaling Link Transport

Specific requirements for this Network Element are in the Signaling Link Transport section. In all cases the performance of this Network Element shall meet the general requirements stated in "General Performance Requirements." Allocation of impairments shall be negotiated between Sprint and BellSouth.

16.2.5.12 SCPs/Databases

The performance requirements for databases (LNP, LIDB, E911, etc.) vary depending on the database and the application(s) it supports. Database-specific performance requirements are included in the sections addressing individual Network Elements and in applicable Bellcore documents. In all cases, the query response time, availability, accuracy, updating capabilities, and other performance parameters shall at least be at parity with those services as provided to BellSouth or other customers.

16.2.5.13 Tandem Switching

Specific requirements for this Network Element are in the Tandem Switching section. In all cases the performance of this Network Element shall meet the general requirements stated in Section 16.21 of this Attachment 2. Allocation of impairments shall be negotiated between Sprint and BellSouth.

16.2.6 Test and Verification

16.2.6.1 BellSouth shall permit Sprint to confirm acceptable performance of any Network Element.

16.2.6.1.1 At Sprint's request, BellSouth will provide access to the Network Element sufficient for Sprint to test the performance of that Network Element to Sprint's satisfaction.

16.2.6.1.2 At Sprint's request, BellSouth will perform tests to confirm acceptable performance and provide Sprint with documentation of test procedures and results acceptable to Sprint.

16.3 Protection, Restoration, and Disaster Recovery

16.3.1 Scope:

This Section refers specifically to requirements on the use of redundant network equipment and facilities for protection, restoration, and disaster recovery.

16.3.2 Requirements

16.3.2.1 BellSouth shall provide protection, restoration, and disaster recovery capabilities at parity with those capabilities provided for their own services, facilities and equipment (e.g., equivalent circuit pack protection ratios, facility protection ratios).

16.3.2.2 BellSouth shall provide Network Elements and Ancillary Functions equal priority in protection, restoration, and disaster recovery as provided to their own services, facilities and equipment.

16.3.2.3 BellSouth shall provide Network Elements and Ancillary Functions equal priority in the use of spare equipment and facilities as provided to their own services, facilities and equipment.

16.3.2.4 On a nondiscriminatory basis as to other BellSouth customers, BellSouth shall restore Network Elements that are specific to Sprint end user customers on a priority basis as Sprint may designate.

16.4 Synchronization

16.4.1 **Definition**

Synchronization is the function which keeps all digital equipment in a communications network operating at the same average frequency. With respect to digital transmission, information is coded into discrete pulses. When these pulses are transmitted through a digital communications network, all synchronous Network Elements are traceable to a stable and accurate timing source. Network synchronization is accomplished by timing all synchronous Network Elements in the network to a stratum 1 source so that transmission from these network points have the same average line rate.

16.4.2 **Technical Requirements**

The following requirements are applicable to the case where BellSouth provides synchronization to equipment that Sprint owns and operates within a BellSouth location. In addition, these requirements apply to synchronous equipment that is owned by BellSouth and is used to provide a Network Element to Sprint.

16.4.2.1 The synchronization of clocks within digital networks is divided into two parts: intra-building and inter-building. Within a building, a single clock is designated as the Building Integrated Timing Supply (BITS), which provides all of the DS1 and DS0 synchronization references required by other clocks in such building. This is referred to as intra-building synchronization. The BITS receives synchronization references from remotely located BITS. Synchronization of BITS between buildings is referred to as inter-building synchronization.

16.4.2.2 To implement a network synchronization plan, clocks within digital networks are divided into four stratum levels. All clocks in strata 2, 3, and 4 are synchronized to a stratum 1 clock, that is, they are traceable to a stratum 1 clock. A traceable reference is a reference that can be traced back through some number of clocks to a stratum 1 source. Clocks in different strata are distinguished by their free running accuracy or by their stability during trouble conditions such as the loss of all synchronization references.

16.4.2.2.1 **Intra-Building**

16.4.2.2.1.1 Within a building, there are different kinds of equipment that require synchronization at the DS1 and DS0 rates. Synchronization at the DS1 rate is accomplished by the frequency synchronizing presence of buffer stores at various DS1 transmission interfaces. Synchronization at the DS0 rate is accomplished by using a composite clock signal that phase synchronizes the clocks. Equipment requiring DS0 synchronization frequently does not have adequate buffer storage to accommodate the

phase variations among different equipment. Control of phase variations to an acceptable level is accomplished by externally timing all interconnecting DS0 circuits to a single clock source and by limiting the interconnection of DS0 equipment to less than 1,500 cable feet.

Therefore, a BITS shall provide DS1 and composite clock signals when appropriate. The composite signal is a 64-kHz 5/8th duty cycle, return to zero with a bipolar violation every eighth pulse (B8RZ).

16.4.2.2.2 **Inter-Building**

- 16.4.2.2.2.1 BellSouth shall provide inter-building synchronization at the DS1 rate, and the BITS shall accept the primary and secondary synchronization links from BITS in other buildings. From hierarchical considerations, the BITS shall be the highest stratum clock within the building and BellSouth shall provide operations capabilities (this includes, but is not limited to: synchronization reference provisioning; synchronization reference status inquiries; timing mode status inquiries; and alarm conditions).

16.4.3 **Synchronization Distribution Requirements**

- 16.4.3.1 Central office BITS shall contain redundant clocks meeting or exceeding the requirements for a stratum 2 clock as specified in ANSI T1.101-1994 and Bellcore *TR-NWT-001244 Clocks for the Synchronized Network: Common Generic Criteria*.
- 16.4.3.2 Central office BITS shall be powered by primary and backup power sources.
- 16.4.3.3 If both reference inputs to the BITS are interrupted or in a degraded mode (meaning off frequency greater than twice the minimum accuracy of the BITS, loss of frame, excessive bit errors, or in Alarm Indication Signal), then the stratum clock in the BITS shall provide the necessary bridge in timing to allow the network to operate without a frame repetition or deletion (slip free) with better performance than 1 frame repetition or deletion (slip) per week.
- 16.4.3.4 DS1s multiplexed into a SONET synchronous payload envelope within an STS-n (where n is defined in ANSI T1.105-1995) signal shall not be used as reference facilities for network synchronization.
- 16.4.3.5 The total number of Network Elements cascaded from the stratum 1 source shall be minimized.
- 16.4.3.6 A Network Element shall receive the synchronization reference signal only from another Network Element that contains a clock of equivalent or superior quality (stratum level).

- 16.4.3.7 BellSouth shall select for synchronization those facilities shown to have the greatest degree of availability (absence of outages).
- 16.4.3.8 Where possible, all primary and secondary synchronization facilities shall be physically diverse (this means the maximum feasible physical separation of synchronization equipment and cabling).
- 16.4.3.9 No timing loops shall be formed in any combination of primary and secondary facilities.
- 16.4.3.10 An Operations Support System (OSS) shall continuously monitor the BITS for synchronization related failures or degradation.
- 16.4.3.11 An OSS shall continuously monitor all equipment transporting synchronization facilities for synchronization related failures or degradation.
- 16.4.3.12 For non-SONET equipment, BellSouth shall provide synchronization facilities which, at a minimum, comply with the standards set forth in ANSI T1.101-1994.
- 16.4.3.13 For SONET equipment, BellSouth shall provide synchronization facilities that have time deviation (TDEV) for integration times greater than 0.05 seconds and less than or equal to 10 seconds, that is less than or equal to 10 nanoseconds. TDEV, in nanoseconds, for integration times greater than 10 seconds and less than 1000 seconds, shall be less than 3.1623 times the square-root of the integration time. For example, for integration times of 25 seconds, TDEV shall be less than 15.8 nanoseconds.

16.5 **SS7 Network Interconnection**

16.5.1 **Definition**

Figure 9 depicts Signaling System 7 (SS7) Network Interconnection. SS7 Network Interconnection is the interconnection of Sprint local Signaling Transfer Point Switches (STPS) and Sprint local or tandem switching systems with BellSouth STPSs. This interconnection provides connectivity that enables the exchange of SS7 messages among BellSouth switching systems and databases (DBs), Sprint local or tandem switching systems, and other third-party switching systems directly connected to the BellSouth SS7 network.

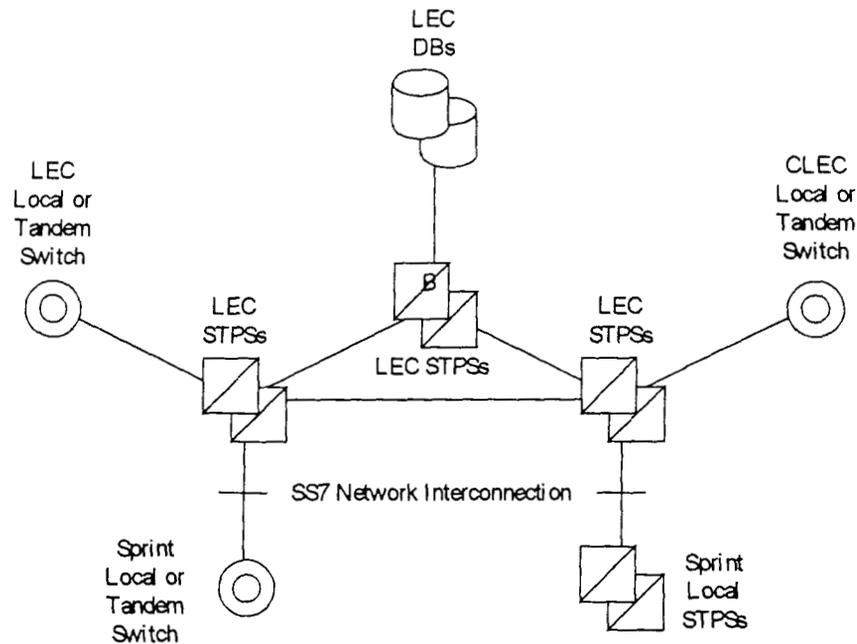


Figure 9. SS7 Network Interconnection

16.5.2 Technical Requirements

16.5.2.1 SS7 Network Interconnection shall provide connectivity to all components of the BellSouth SS7 network. These include:

16.5.2.1.1 BellSouth local or tandem switching systems;

16.5.2.1.2 BellSouth DBs; and

16.5.2.1.3 Other third-party local or tandem switching systems.

16.5.2.2 The connectivity provided by SS7 Network Interconnection shall fully support the functions of BellSouth switching systems and DBs and Sprint or other third-party switching systems with A-link access to the BellSouth SS7 network.

16.5.2.3 In particular Figure 10 depicts a circumstance where SS7 Network Interconnection shall provide transport for certain types of Transaction Capabilities Application Part (TCAP) messages. If traffic is routed based on dialed or translated digits between a Sprint local switching system and a BellSouth or other third-party local switching system, either directly or via a BellSouth tandem switching system, then it is a requirement that the BellSouth SS7 network convey via SS7 Network Interconnection the TCAP messages that are necessary to provide Call Management services (Automatic Callback, Automatic Recall, and

Screening List Editing) between the Sprint local STPSs and BellSouth or other third-party local switch.

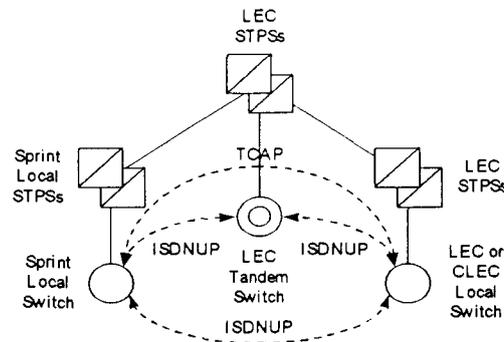


Figure 10. Interswitch TCAP Signaling for SS7 Network Interconnection

- 16.5.2.4 When the capability to route messages based on Intermediate Signaling Network Identifier (ISNI) is generally available on BellSouth STPSs, the BellSouth SS7 Network shall also convey TCAP messages using SS7 Network Interconnection in similar circumstances where the BellSouth switch routes traffic based on a Carrier Identification Code (CIC).
- 16.5.2.5 SS7 Network Interconnection shall provide all functions of the MTP as specified in ANSI T1.111 (Reference 16.5.16.5.4.16.5.4.2). This includes:
 - 16.5.2.5.1 Signaling Data Link functions, as specified in ANSI T1.111.2;
 - 16.5.2.5.2 Signaling Link functions, as specified in ANSI T1.111.3; and
 - 16.5.2.5.3 Signaling Network Management functions, as specified in ANSI T1.111.4.
- 16.5.2.6 SS7 Network Interconnection shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as specified in ANSI T1.112 (Reference 16.5.16.5.4.16.5.4.4). In particular, this includes Global Title Translation (GTT) and SCCP Management procedures, as specified in T1.112.4. Where the destination signaling point is a BellSouth switching system or DB, or is another third-party local or tandem switching system directly connected to the BellSouth SS7 network, SS7 Network Interconnection shall include final GTT of messages to the destination and SCCP Subsystem Management of the destination. Where the destination signaling point is a Sprint local or

tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a gateway pair of Sprint local STPSs, and shall not include SCCP Subsystem Management of the destination.

16.5.2.7 SS7 Network Interconnection shall provide all functions of the Integrated Services Digital Network User Part (ISDNUP), as specified in ANSI T1.113 (Reference 16.5.16.5.4.16.5.4.5).

16.5.2.8 SS7 Network Interconnection shall provide all functions of the TCAP, as specified in ANSI T1.114 (Reference 16.5.16.5.4.16.5.4.6).

16.5.2.9 If and when Internetwork MTP Routing Verification Test (MRVT) and SCCP Routing Verification Test (SRVT) become approved ANSI standards and available capabilities of BellSouth STPSs, SS7 Network Interconnection shall provide these functions of the OMAP.

16.5.2.10 SS7 Network Interconnection shall be equal to or better than the following performance requirements:

16.5.2.10.1 MTP Performance, as specified in ANSI T1.111.6;

16.5.2.10.2 SCCP Performance, as specified in ANSI T1.112.5; and

16.5.2.10.3 ISDNUP Performance, as specified in ANSI T1.113.5.

16.5.3 Interface Requirements

16.5.3.1 BellSouth shall offer the following SS7 Network Interconnection options to connect Sprint or Sprint-designated local or tandem switching systems or STPSs to the BellSouth SS7 network:

16.5.3.1.1 A-link interface from Sprint local or tandem switching systems; and

16.5.3.1.2 D-link interface from Sprint STPSs.

16.5.3.2 Each interface shall be provided by one or more sets (layers) of signaling links, as follows:

16.5.3.2.1 An A-link layer shall consist of two links, as depicted in Figure 11.

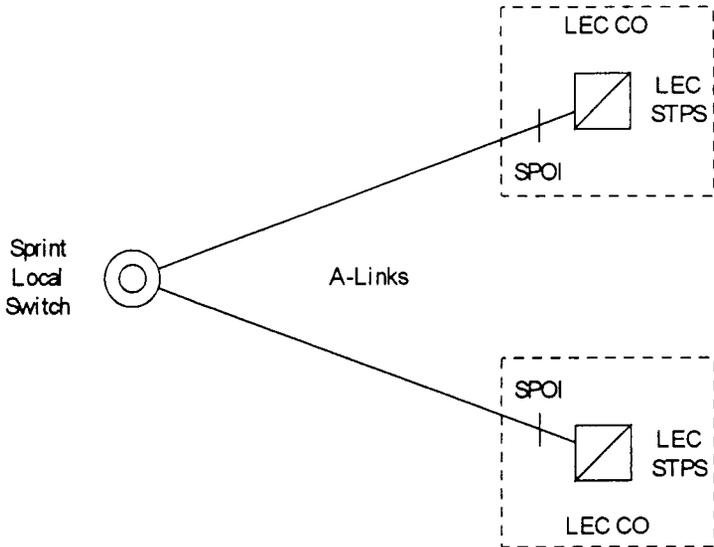


Figure 11. A-Link Interface

16.5.3.2.2 A D-link layer shall consist of four links, as depicted in Figure 12.

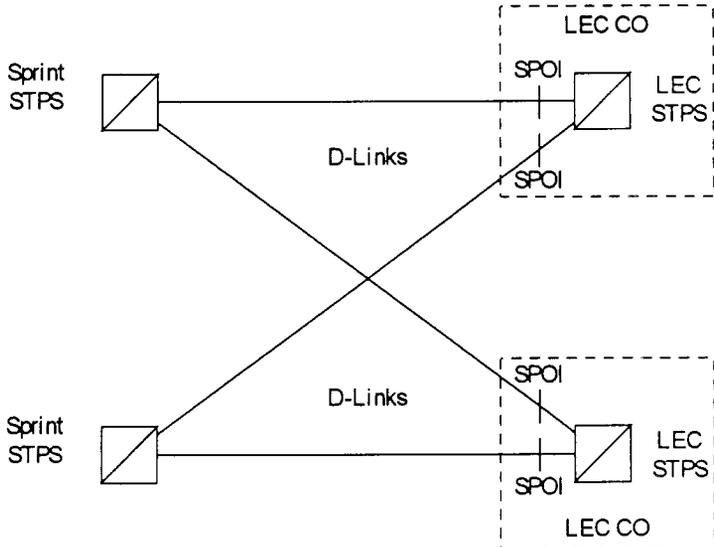


Figure 12. D-Link Interface

- 16.5.3.3 The Signaling Point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the Central Office (CO) where the BellSouth STPS is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface. BellSouth shall offer higher rate DS1 signaling links for interconnecting Sprint local switching systems or STPSs with BellSouth STPSs as soon as these become approved ANSI standards and available capabilities of BellSouth STPSs. BellSouth and Sprint will work jointly to establish mutually acceptable SPOI.
- 16.5.3.4 BellSouth CO shall provide intraoffice diversity between the SPOIs and the BellSouth STPS, so that no single failure of intraoffice facilities or equipment shall cause the failure of both D-links in a layer connecting to a BellSouth STPS. BellSouth and Sprint will work jointly to establish mutually acceptable SPOI.
- 16.5.3.5 The protocol interface requirements for SS7 Network Interconnection include the MTP, ISDNUP, SCCP, and TCAP. These protocol interfaces shall conform to the following specifications:
- 16.5.3.5.1 Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP);
- 16.5.3.5.2 Bellcore GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service;
- 16.5.3.5.3 Bellcore GR-1429-CORE, CCS Network Interface Specification (CCSNIS) Supporting Call Management Services; and
- 16.5.3.5.4 Bellcore GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).
- 16.5.3.6 BellSouth shall set message screening parameters to block accept messages from Sprint local or tandem switching systems destined to any signaling point in the BellSouth SS7 network with which the Sprint switching system has a legitimate signaling relation.
- 16.5.4 SS7 Network Interconnection shall be equal to or better than all of the requirements for SS7 Network Interconnection set forth in the following technical references:

- 16.5.4.1 ANSI T1.110-1992 American National Standard Telecommunications - Signaling System Number 7 (SS7) - General Information;
- 16.5.4.2 ANSI T1.111-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP);
- 16.5.4.3 ANSI T1.111A-1994 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP) Supplement;
- 16.5.4.4 ANSI T1.112-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Signaling Connection Control Part (SCCP);
- 16.5.4.5 ANSI T1.113-1995 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Integrated Services Digital Network (ISDN) User Part;
- 16.5.4.6 ANSI T1.114-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Transaction Capabilities Application Part (TCAP);
- 16.5.4.7 ANSI T1.115-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Monitoring and Measurements for Networks;
- 16.5.4.8 ANSI T1.116-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Operations, Maintenance and Administration Part (OMAP);
- 16.5.4.9 ANSI T1.118-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Intermediate Signaling Network Identification (ISNI);
- 16.5.4.10 Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP);
- 16.5.4.11 Bellcore GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service;
- 16.5.4.12 Bellcore GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service;
- 16.5.4.13 Bellcore GR-1429-CORE, CCS Network Interface Specification (CCSNIS) Supporting Call Management Services; and,

16.5.4.14 Bellcore GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).

16.6 **Network Interconnection**

16.6.1 **Technical Requirements**

16.6.1.1 When requested by Sprint, BellSouth shall provide interconnections between BellSouth Network Elements provided to Sprint and Sprint's network at transmission rates designated by Sprint, including, but not limited to DS1, DS3, and STS-1.

16.6.1.2 Traffic shall be combined and routed as follows:

16.6.1.2.1 BellSouth shall provide direct trunks for local and intraLATA traffic (except 911, directory assistance, operator services, and other services that may require special routing) and, at Sprint's request, BellSouth shall allow Sprint to route such traffic either directly to a BellSouth's tandem or directly to a BellSouth end-office.

16.6.1.2.2 At Sprint's request, BellSouth shall receive Sprint traffic destined to BellSouth Operator Systems Network Element, on trunks from a Sprint end-office or a Sprint tandem.

16.6.1.2.3 At Sprint's request, BellSouth shall receive Sprint CAMA-ANI (Centralized Automatic Message Accounting - Automatic Number identification) traffic destined to BellSouth B911 PSAPs, or E911 tandems, on trunks from a Sprint end-office.

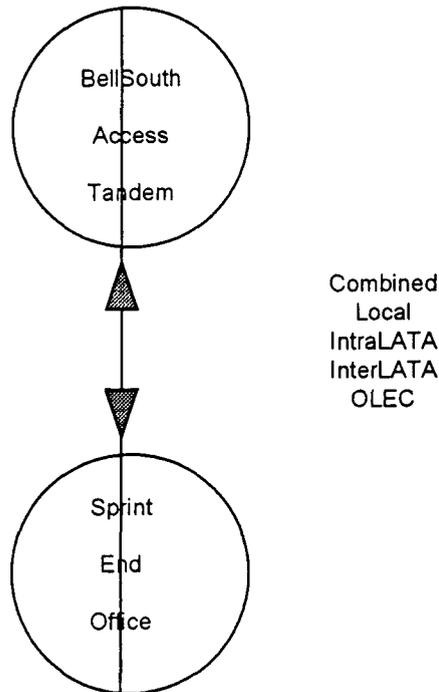
16.6.1.2.4 **DELETED**

16.6.1.3 When requested by Sprint and a third party carrier, BellSouth shall provide interconnections between Sprint's network, and the other carrier's network through BellSouth network at transmission rates designated by Sprint, including, but not limited to DS1, DS3, and STS-1. BellSouth shall combine and route traffic to and from other local carriers and interLATA carriers through BellSouth network, and at Sprint's request, BellSouth shall record and keep records of such traffic for Sprint billing purposes.

16.6.1.4 The parties agree to implement the most efficient trunking arrangement to exchange all traffic unless otherwise agreed. For purposes of this Section, "most efficient" means the fewest number of trunks required to carry a forecasted load at P.01 grade of service. BellSouth and Sprint

will utilize two-way trunks for origination and termination of all traffic as depicted in the following trunking diagram.

Most Efficient Interconnection



- 16.6.1.5 Sprint shall be allowed to mix local, intraLATA and interLATA toll and wireless traffic over the same trunks. Sprint shall report traffic to BellSouth using percentage use factors and shall grant BellSouth reasonable audit rights to ensure the accuracy of the factors. Sprint shall be required to share the necessary call detail records with BellSouth. Sprint and BellSouth shall work together to develop a mutually agreed upon solution for billing mixed traffic.
- 16.6.1.6 Sprint shall establish their POIs at appropriate points within BellSouth's network to comport with minimum standards of technical feasibility regarding network reliability and security. BellSouth shall make its best efforts to work with Sprint to mutually determine acceptable mid-span meet points within BellSouth's network without compromising BellSouth's ability to retain control of its network and without requiring BellSouth to implement and maintain a vast array of additional equipment brands (manufacture) types and configurations. Sprint and BellSouth shall work together to develop mutually acceptable arrangements for compensation and safeguards for network control and

reliability, including the development of acceptable types of brands of equipment to be used with mid-span meets.

- 16.6.1.7 All trunking provided by BellSouth shall adhere to the applicable performance requirements set forth in Section 16.2 of Attachment 2.
- 16.6.1.8 At Sprint's request, BellSouth shall provide for overflow routing from a given high usage trunk group or groups onto another final tandem trunk group.
- 16.6.1.9 BellSouth and Sprint shall agree on the establishment of two-way trunk groups for the exchange of traffic for other IXCs. These trunk groups can be provided in a "meet point" arrangement.
- 16.6.1.10 Interconnection shall be made available upon Sprint's request at any technically feasible point of interface. At Sprint's option, Sprint shall interconnect at one or more access tandems or local tandems per LATA for routing traffic within BellSouth's serving territory. Should Sprint choose to connect at one access tandem within the LATA it may, at its discretion, utilize logical or dedicate trunks between access tandems. Sprint and BellSouth shall work together to mutually resolve issues regarding recording, billing and administration before this type of interconnection is implemented.
- 16.6.1.11 Should a call end up traversing multiple offices, Sprint agrees to pay the appropriate charges for such call. If Sprint opts for a network configuration arrangement that may result in a diminution of service quality, e.g., post dialing delay, Sprint and BellSouth shall mutually determine what service quality impacts, if any, such an arrangement will have before Sprint implements that network configuration. Sprint recognizes and affirms that certain characteristics of quality of service, e.g., post dialing delay, may be impacted in cases where Sprint traffic traverses multiple tandems. All trunk interconnections shall be provided, including, SS7, MF, DTMF, DialPulse, PRI-ISDN (where available), DID (Direct Inward Dialing), CAMA-ANI, and trunking necessary so that interim LNP can be provided.
- 16.6.1.12 **Trunk Interface Requirements**
 - 16.6.1.12.1 **B911/E911 Trunks**
 - 16.6.1.12.1.1 **DELETED**
 - 16.6.1.12.1.2 If a municipality has converted to E911 service, Sprint will forward 911 calls to the appropriate E911 primary tandem, along with ANI, based upon the current E911 end office to tandem homing arrangement as

provided by BellSouth. If the primary tandem trunks are not available, Sprint will alternatively route the call to a designated 7-digit local number residing in the appropriate PSAP. This call will be transported over BellSouth's interoffice network and will not carry the ANI of the calling party, which is in parity with BellSouth's handling of 911 calls from its customers.

16.6.1.12.2 S911 Trunks

16.6.1.12.3 Local Switch and Access Tandem Trunks

16.6.1.12.3.1 BellSouth shall provide trunks groups provisioned exclusively to carry intraLATA traffic, as designated by Sprint.

16.6.1.12.3.2 BellSouth shall provide trunk groups provisioned exclusively to carry interLATA traffic, as designated by Sprint.

16.6.1.12.3.3 BellSouth shall provide SS7 trunks which provide SS7 interconnection. At Sprint's request, MF trunks may be substituted for SS7 trunks where applicable.

16.6.1.12.3.4 BellSouth shall simultaneously route calls based on dialed digits (in accordance with the standard BellCore GR-317-CORE), and Carrier Identification Code (in accordance with the standard GR-394-CORE) over a single SS7 trunk group.

16.6.1.12.4 BellSouth Operator Services Trunk

16.6.1.12.4.1 For traffic from BellSouth's network to Sprint for Operator Services, BellSouth shall provide one trunk group per NPA served by the local BellSouth switch.

16.6.1.12.4.2 BellSouth shall provide such trunks as one-way trunks from BellSouth network to the Sprint network.

16.6.2 Network Interconnection between BellSouth and Sprint shall meet or exceed all of the requirements for Network Interconnection set forth in the following technical references:

16.6.2.1 BellCore GR-317-CORE, Switching System generic requirements for Call Control Using the Integrated Services Digital Network User Part (ISDNUP), Bellcore, February, 1994;

16.6.2.2 BellCore GR-394-CORE, Switching System generic requirements for Interexchange Carrier Interconnection Using the Integrated Services Digital Network User Part (ISDNUP), Bellcore, February, 1994;

16.6.2.3 BellCore FR-NWT-000271, OSSGR Operator Services Systems generic requirements, Bellcore, 1994 Edition; and

16.6.2.4 BellCore FR-NWT-000064, LATA Switching Systems Generic Requirements (LSSGR), Bellcore, 1994 Edition.

16.7 **Basic 911 and E911**

16.7.1 **Definition**

Basic 911 and E911 is an additional requirement that provides a caller access to the applicable emergency service bureau by dialing a 3-digit universal telephone number (911).

16.7.2 **Requirements**

16.7.2.1 Basic 911 shall collect 911 calls from one or more local exchange switches that serve a geographic area. It shall then send these calls to the correct authority designated to receive such calls.

16.7.2.2 E911 shall provide additional routing flexibility for 911 calls. E911 shall use customer data, contained in the Automatic Location Identification/Data Management System (ALI/DMS), to determine to which Public Safety Answering Point (PSAP) to route the call.

16.7.2.3 **DELETED**

16.7.2.4 Basic 911 and E911 functions provided to Sprint shall be at least at parity with the support and services that BellSouth provides to its customers for such similar functionality.

16.7.2.5 Basic 911 and E911 access from Local Switching shall be provided to Sprint in accordance with the following:

16.7.2.5.1 BellSouth shall conform to all state regulations concerning emergency services;

16.7.2.5.2 BellSouth shall route calls to the appropriate PSAP.

16.7.2.5.3 For B911, BellSouth shall provide voice only to the appropriate PSAP.

16.7.2.5.4 For E911, BellSouth shall use the process as described in the E911 Local Exchange Carrier Guide for Facility-Based Providers (ALEC Guide) to update and maintain customer information in the ALI/DMS database. BellSouth shall provide and validate customer information resident or entered into the ALI/DMS database.

16.7.2.5.5 **DELETED**

16.7.2.6 Basic 911 and E911 access from the Sprint local switch shall be provided to Sprint in accordance with the following:

16.7.2.6.1 If required by Sprint, BellSouth shall interconnect direct trunks from the Sprint network to the B911 PSAP, or the E911 tandems as designated by Sprint. Such trunks may alternatively be provided by Sprint.

16.7.2.6.2 For E911, BellSouth, shall receive data from Sprint as described in the ALEC Guide (electronically via FTS or NDM) Errors will be mechanically faxed to Sprint shortly after the errors are detected by the update process. Sprint will transmit daily update files for "batch" processing within 24 hours of receipt of a "good file".

16.7.2.6.3 BellSouth shall provide Sprint with an initial Master Street and Address Guide (MSAG) (paper or magnetic tape) no later than 30 days after the effective date of this Agreement and will provide updates of this MSAG quarterly.

16.8 Electronic Interface

BellSouth shall provide real time Electronic Interfaces ("EI") for transferring and receiving Service Orders and Provisioning data and materials (e.g., access Street Address Guide ("SAG") and Telephone Number Assignment database) as specified in Attachment 15. These interfaces shall be administered through a gateway that will serve as a point of contact for the transmission of such data from Sprint to BellSouth, and from BellSouth to Sprint. The requirements and implementation of such a data transfer system shall be negotiated in good faith by the parties as specified in Attachments 4, 5 and 15 of this Agreement. Sprint and BellSouth have agreed upon interim solutions described in Attachments 4, 5 and 15. Until such time as a gateway addressing Pre-Ordering and Provisioning interfaces is established, BellSouth shall provide Sprint Customers with the same quality of service BellSouth provides itself, a subsidiary, an Affiliate or any other customer.

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SERVICE DESCRIPTION: ANCILLARY FUNCTIONS

1. **Introduction**

This Attachment sets forth the descriptions and requirements for Ancillary Functions that BellSouth agrees to offer to Sprint under this Agreement. Sprint may use any Ancillary Function to provide any feature, function, or service option that such Ancillary Function is capable of providing or any feature, function, or service option that is described in the technical references identified herein.

2. **Collocation**

2.1 **Definition** - Collocation means the right of Sprint to obtain space in BellSouth Premises and to place equipment in such spaces to interconnect with BellSouth network.

2.2 **Technical Requirements**

2.2.1 BellSouth shall provide space, as requested by Sprint, to meet Sprint's needs for placement of equipment, interconnection, or provision of service. Sprint and BellSouth will jointly establish a written business process within ninety (90) days after the execution this Agreement by which such space can be procured.

2.2.1.1 Unless abatement of an Environmental Hazard or Harzardous Materials is required, intervals for physical collocation shall be a maximum of ninety (90) days from the date BellSouth receives Sprint's firm order request. Requirements, terms and conditions for virtual collocation will be pursuant to Section 20 of BellSouth's FCC #1 tariff.

2.2.2 BellSouth shall provide intraoffice facilities (e.g., DS0, DS1, DS3, OC3, OC12, OC48, and STS-1 terminations) as requested by Sprint to meet Sprint's need for placement of equipment, interconnection, or provision of service.

2.2.3 BellSouth agrees to allow Sprint's employees and designated agents unrestricted access to Sprint dedicated space in manned BellSouth offices twenty-four (24) hours per day each day of the week. BellSouth may place reasonable security restrictions on access by Sprint's employees and designated agents to the Sprint collocated space in unmanned BellSouth offices. Notwithstanding, BellSouth agrees that such space shall be available to Sprint's employees and designated agents twenty-four (24) hours per day each day of the week. A security escort may be required in some locations for non-BellSouth personnel. Sprint agrees to ensure each employee, agent or contractor hired by and working on behalf of Sprint within BellSouth's central office openly wears

a picture identification badge reflecting the individual's name, Sprint's name/logo or affiliation to Sprint.

- 2.2.4 Sprint may collocate the amount and type of equipment it deems necessary in its collocated space (e.g., Sprint utilizing its SONET termination equipment in the collocated space to provide a hub for OC3/OC48 rings). BellSouth shall not restrict the types of equipment or vendors of equipment to be installed provided such equipment is used to provide Telecommunication Services as defined in the Act. Such equipment must meet applicable industry standards.
- 2.2.5 BellSouth agrees to provide Sprint with interconnection of Sprint's collocated facilities to those of other carriers that are collocated in the same BellSouth Premise.
- 2.2.6 Sprint may select its own vendors for all required engineering and installation services associated with its collocated equipment. (BellSouth shall not require Sprint to utilize BellSouth's internal engineering or installation work forces for the engineering and installation of Sprint's collocated equipment.) Vendors utilized by Sprint must be on BellSouth's list of certified vendors.
- 2.2.7 BellSouth shall provide basic telephone service at the tariffed rate for basic service with a connection jack as requested by Sprint from BellSouth for the collocated space. Upon Sprint's request, this service shall be available at the Sprint collocated space on the day that the space is turned over to Sprint by BellSouth.
- 2.2.8 BellSouth shall provide adequate lighting, ventilation, power, heat, air conditioning, and other environmental conditions for Sprint's space and equipment. These environmental conditions shall adhere to Bell Communication Research (BellCore) Network Equipment-Building System (NEBS) standards TR-EOP-000063.
- 2.2.9 BellSouth shall provide access to eyewash stations, shower stations, bathrooms, and drinking water within the collocated facility on a twenty-four (24) hours per day, seven (7) days per week basis for Sprint personnel and its designated agents.
- 2.2.10 Sprint may request dual fiber entrance to the BellSouth Central Office. Where physically separate paths are not available, BellSouth will allow Sprint to provide physical separation of the fibers within the riser and/or support structure by the placement of conduit or similar covering around one of the entrance fibers. This covering will be no larger than necessary to accommodate the protection of this one fiber.

- 2.2.11 BellSouth shall ensure protection of Sprint's proprietary customer information. Any collocation arrangement shall include provisions for BellSouth protecting Sprint's proprietary information.
- 2.2.12 BellSouth shall participate in and adhere to negotiated service guarantees, DMOQs, and ISO reviews.
- 2.2.13 Within three (3) business days of Sprint's written request, BellSouth shall identify any known Environmental Hazard or Hazardous Materials in the space provided for placement of equipment and interconnection.
- 2.2.13.1 BellSouth shall allow Sprint to perform any environmental site investigations, including, but not limited to, asbestos surveys, which Sprint deems to be necessary in support of its collocation needs, at Sprint's expense.
- 2.2.13.2 If the space provided for the placement of equipment, interconnection, or provision of service contains an Environmental Harzard or Hazardous Material, particularly but not limited to asbestos, lead paint or radon, which makes the placement of such equipment or interconnection hazardous, BellSouth shall offer an alternative space, if available, for Sprint's consideration.
- 2.2.14 BellSouth shall provide Sprint with written notice five (5) business days prior to those instances where BellSouth or its subcontractors may be performing work in the general area of the collocated space occupied by Sprint, or in the general area of the AC and DC power plants which support Sprint equipment that may directly impact Sprint's equipment arrangement, facilities, or power supply. BellSouth will inform Sprint by telephone of any emergency related activity that BellSouth or its subcontractors may be performing in the general area of the collocated space occupied by Sprint, or in the general area of the AC and DC power plants which support Sprint equipment that may directly impact Sprint's equipment arrangement, facilities, or power supply. Notification of such emergency related activity shall be made immediately prior to the start of the activity so that Sprint can take any action required to monitor or protect its service.
- 2.2.15 BellSouth shall construct the collocated space in compliance with Sprint's collocation request for cable holes, ground bars, doors, and convenience outlets. Any deviation to Sprint's request will be jointly negotiated with BellSouth.
- 2.2.16 Sprint and BellSouth will complete an acceptance walk through of all collocated space requested from BellSouth. BellSouth will correct any deviations to Sprint's original or jointly amended request within five (5)

business days after the walk through or a negotiated time frame, depending on the magnitude of the deviation, at BellSouth's expense. Any other additions or changes to the original or jointly amended request will be at Sprint's expense.

- 2.2.17 The Point of Termination bay will be part of cage walls of Sprint's designated space. The logistics and floor plan drawing will be discussed at the first joint planning meeting as referenced in 2.2.18 below.
- 2.2.18 A joint planning meeting between BellSouth and Sprint will commence within a maximum of thirty (30) days from BellSouth's receipt of a complete and accurate firm order and the payment of agreed to fees. The parties will exchange the following information at such meeting and establish scheduling for multi-site installations:
- 2.2.18.1 Telephone Equipment drawings depicting the exact path with dimensions, for Sprint Outside Plant Fiber ingress and egress into collocated space.
- 2.2.18.2 Power feeder fuse slot assignment on the BellSouth Battery Distribution Frame Bay.
- 2.2.18.3 Work restriction guidelines.
- 2.2.18.4 Contact access and escalation process to the following areas:
- Engineering
 - Physical & Logical Security
 - Provisioning
 - Billing
 - Operations
 - Site and Building Managers
 - Environmental and Safety
- 2.2.19 BellSouth shall provide the Sprint selected certified equipment engineering vendor access to the Engineering Records Mark-up and Assignment (ERMA) Database for certified vendor power supply assignments.
- 2.2.20 BellSouth shall provide positive confirmation to Sprint when construction of Sprint collocated space is 50% completed. This confirmation shall also include confirmation of the scheduled completion and turnover dates. Sprint agrees to place operational telecommunications equipment in the BellSouth Premises and connect with BellSouth's network within one-hundred eighty (180) days of the space turnover date. Sprint may request an extension beyond one hundred eighty (180) days upon demonstration by Sprint that Sprint has made a good faith effort to

complete installation by the prescribed date or circumstances beyond its reasonable control prevented Sprint from completing installation by the prescribed date. Provided Sprint has shown a good faith effort or that circumstances were beyond its control, BellSouth shall not unreasonably withhold its consent to such extension. If Sprint fails to place operational telecommunications equipment in the Collocation Space within the 180 days or within the allotted extension period, BellSouth shall provide Sprint written notice of such failure. If such failure continues for a period of thirty (30) days after receipt of written notice from BellSouth, then BellSouth shall have no further obligation to Sprint under this section of the Agreement and Sprint shall forfeit its rights to use the space. Sprint shall be liable to BellSouth for all costs reasonably incurred by BellSouth in preparing the Collocation Space. For the purpose of this paragraph, Sprint's telecommunications equipment will be operational when cross-connected to BellSouth's network for the purpose of service provision.

2.2.21 BellSouth will reimburse Sprint in an amount equal to the Sprint expenditures incurred as a result as a direct result of delays in the negotiated completion and turnover dates caused by BellSouth.

2.2.21.1 **DELETED**

2.2.21.2 **DELETED**

2.2.21.3 **DELETED**

2.2.21.4 **DELETED**

2.2.21.5 **DELETED**

2.2.22 Power as referenced in this document refers to any electrical power source supplied by BellSouth for Sprint equipment. It includes all superstructure, infrastructure, and overhead facilities, including, but not limited to, cable, cable racks and bus bars. BellSouth will supply power to support Sprint equipment at equipment specific DC and AC voltages. BellSouth shall supply power and power infrastructure to Sprint at parity with that provided by BellSouth to itself or to any third party. BellSouth's performance, availability, or restoration shall meet BellCore/NEBS standards. If BellSouth's performance, availability, or restoration fall below BellCore/NEBS standards, BellSouth will bring itself into compliance as soon as technologically feasible.

2.2.22.1 Central office power supplied by BellSouth into the Sprint equipment area, shall be supplied in the form of power feeders (cables) on cable racking into the designated Sprint equipment area. The power feeders

(cables) shall efficiently and economically support the requested quantity and capacity of Sprint equipment. The termination location shall be as requested by Sprint. Any deviations will be jointly agreed upon by BellSouth and Sprint.

- 2.2.22.2 BellSouth shall provide power as requested by Sprint to meet Sprint's need for placement of equipment, interconnection, or provision of service.
- 2.2.22.3 BellSouth power equipment supporting Sprint's equipment shall:
 - 2.2.22.3.1 Comply with applicable industry standards (e.g., BellCore, and NEBS or manufacturer's equipment power requirement specifications for equipment installation, and physical equipment layout. Manufacturer's cabling practices shall comply with industry standards that meet or exceed Bellcore or NEBS standards;
 - 2.2.22.3.2 Have redundant power feeds with physical diversity and battery back-up at parity with that provided for similar BellSouth equipment;
 - 2.2.22.3.3 **DELETED**
 - 2.2.22.3.4 Provide central office ground, connected to a ground electrode located within the Sprint collocated space, at a location which meets BellSouth standards and is jointly agreed upon by the parties at the initial planning meeting identified in Section 2.2.18 of this Attachment 3; and
 - 2.2.22.3.5 Provide feeder capacity and quantity to support the ultimate equipment layout for Sprint equipment in accordance with Sprint's collocation request.
 - 2.2.22.3.6 BellSouth shall, within ten (10) days of Sprint's request:
 - 2.2.22.3.6.1 Provide an installation sequence and access that will allow installation efforts in parallel without jeopardizing personnel safety or existing Sprint services;
 - 2.2.22.3.6.2 **DELETED**
 - 2.2.22.3.6.3 Provide cabling that adheres to Bell Communication Research (BellCore) Network Equipment-Building System (NEBS) standards TR-EOP-000063; and
 - 2.2.22.3.6.4 Provide Lock Out-Tag Out and other electrical safety procedures and devices in conformance with the most stringent of OSHA or industry guidelines.

2.2.22.3.6.5 BellSouth will provide Sprint with written notification within ten (10) business days of any scheduled AC or DC power work or related activity in the collocated facility that will or might cause an outage or any type of power disruption to Sprint equipment located in BellSouth facility. BellSouth shall provide Sprint immediate notification by telephone of any emergency power activity that would impact Sprint equipment.

2.3 BellSouth will permit Sprint to inspect supporting documents for contracted work done on behalf of Sprint (i.e., AIA document G702).

2.4 **Physical Security Requirements**

2.4.1 BellSouth agrees to use card access readers (door locks) or equivalent that will provide an audit trail of persons entering doors of facilities that have Sprint equipment or equipment enclosures.

2.4.2 BellSouth will ensure that the building area which houses Sprint equipment is adequately secured and monitored to prevent entry.

BellSouth will provide timely notification to the Sprint personnel designated on Sprint's enclosures of an actual or attempted security breach to space housing Sprint equipment or Sprint enclosures when BellSouth has actual knowledge of an actual or threatened security breach.

2.5 Technical References - BellSouth agrees to comply with all BellCore and ANSI standards that are directly applicable to construct, supply and maintain collocation. Such standards include:

National Electrical Code (NEC)

NEBS Generic Engineering Requirements for System Assembly and Cable Distribution

Generic Requirements for -24, -48, -130, and -140 Volt Central Office Power Plant Rectifiers. (BellCore)

2.5.1 **DELETED**

2.5.2 **DELETED**

2.5.3 **DELETED**

2.5.4 **DELETED**

2.5.5 **DELETED**

2.5.6 **DELETED**

2.5.7 **DELETED**

2.5.8 DELETED

2.5.9 DELETED

2.5.10 DELETED

2.5.11 DELETED

3. RIGHTS OF WAY (ROW), CONDUITS AND POLE ATTACHMENTS

This Section 3, Poles, Conduits and Rights-of-Way to Attachment Ancillary Functions to the Agreement sets forth the terms and conditions under which BellSouth shall afford to Sprint access to BellSouth's poles, ducts, conduits and Rights-of-way, pursuant to the Act.

3.1 DEFINITIONS

3.1.1 Definitions in General. Except as the context otherwise requires, the terms defined in this Section shall, as used in this Section, have the meanings set forth in 3.1.2 through 3.1.31.

3.1.2 Agreement. When capitalized, the term "Agreement" refers to the Interconnection Agreement dated _____, 1997, by and between BellSouth and Sprint.

3.1.3 Anchor. The term "anchor" refers to a device, structure, or assembly which stabilizes a pole and holds it in place. An anchor assembly may consist of a rod and fixed object or plate, typically embedded in the ground, which is attached to a guy strand or guy wire, which, in turn, is attached to the pole. The term "anchor" does not include the guy strand which connects the anchor to the pole and includes only those anchors which are owned by BellSouth, as distinguished from anchors which are owned and controlled by other persons or entities.

3.1.4 Anchor/guy strand. The term "anchor/guy strand" refers to supporting wires, typically stranded together, or other devices attached to a pole and connecting that pole to an anchor or to another pole for the purpose of increasing pole stability. The term "anchor/guy strand" includes, but is not limited to, strands sometimes referred to as "anchor strands," "down guys," "guy strands," and "pole-to-pole guys."

3.1.5 Communications Act of 1934. The terms "Communications Act of 1934" and "Communications Act" refer to the Communications Act of June 19, 1934, 48 Stat. 1064, as amended, including the provisions codified as 47

U.S.C. Sections 151 et seq. The Communications Act includes the Pole Attachment Act of 1978, as defined in this Article 3.1.

- 3.1.6 Assigned. The term "assigned", when used with respect to conduit or duct space or pole attachment space, refers to any space in such conduit or duct or on such pole that is occupied by a telecommunications service provider or a municipal or other governmental authority. To ensure the judicious use of poles and conduits, space "assigned" to a telecommunications service provider must be physically occupied by the service provider, be it BellSouth or a new entrant, within twelve (12) months of the space being "assigned".
- 3.1.7 Available. The term "available", when used with respect to conduit or duct space or pole attachment space, refers to any usable space in such conduit or duct or on such pole not assigned to a specific provider at the applicable time.
- 3.1.8 Conduit occupancy. The terms "conduit occupancy" and "occupancy" refer to the presence of wire, cable, optical conductors, or other facilities within any portion of BellSouth's conduit system.
- 3.1.9 Conduit system. The term "conduit system" refers to any combination of ducts, conduits, manholes, and handholes joined to form an integrated whole. In this Section, the term refers to conduit systems owned or controlled by BellSouth.
- 3.1.10 Cost. The term "cost" as used herein refers to charges made by BellSouth to Sprint for specific work performed, and shall be (a) the actual charges made by subcontractors to BellSouth for work and/or, (b) if the work was performed by BellSouth employees, the rates set forth in Part 4 of this Agreement shall apply for such work.
- 3.1.11 Duct. The term "duct" refers to a single enclosed tube, pipe, or channel for enclosing and carrying cables, wires, and other facilities. As used in this Section, the term "duct" includes "inner ducts" created by subdividing a duct into smaller channels.
- 3.1.12 Facilities. The terms "facility" and "facilities" refer to any property or equipment utilized in the provision of telecommunication services.
- 3.1.13 The acronym "FCC" refers to the Federal Communications Commission.
- 3.1.14 Inner-Duct. The term "inner-duct" refers to a pathway created by subdividing a duct into smaller channels.

- 3.1.15 Joint User. The term "joint user" refers to a utility which has entered into an agreement with BellSouth providing reciprocal rights of attachment of facilities owned by each party to the poles, ducts, conduits and rights-of-way owned by the other party.
- 3.1.16 Licensee. The term "licensee" refers to a person or entity which has entered or may enter into an agreement or arrangement with BellSouth permitting such person or entity to place its facilities in BellSouth's conduit system or attach its facilities to BellSouth's poles or anchors.
- 3.1.17 Lashing. The term "lashing" refers to the attachment of a licensee's sheath or inner-duct to a supporting strand.
- 3.1.18 License. The term "license" refers to any license issued pursuant to this Agreement and may, if the context requires, refer to conduit occupancy or pole attachment licenses issued by BellSouth prior to the date of this Agreement.
- 3.1.19 Make-Ready work. The term "make-ready work" refers to all work performed or to be performed to prepare BellSouth's conduit systems, poles or anchors and related facilities for the requested occupancy or attachment of Sprint's facilities. "Make-Ready work" includes, but is not limited to, clearing obstructions (e.g., by "rodding" ducts to ensure clear passage), the rearrangement, transfer, replacement, and removal of existing facilities on a pole or in a conduit system where such work is required solely to accommodate Sprint's facilities and not to meet BellSouth's business needs or convenience. "Make-Ready work" may require "dig-ups" of existing facilities and may include the repair, enlargement or modification of BellSouth's facilities (including, but not limited to, conduits, ducts, handholes and manholes) or the performance of other work required to make a pole, anchor, conduit or duct usable for the initial placement of Sprint's facilities.
- 3.1.20 Manhole. The term "manhole" refers to an enclosure, usually below ground level and entered through a hole on the surface covered with a cast iron or concrete manhole cover, which personnel may enter and use for the purpose of installing, operating, and maintaining facilities in a conduit.
- 3.1.21 Occupancy. The term "occupancy" shall refer to the physical presence of telecommunication facilities in a duct, on a pole, or within a Right-of-way.
- 3.1.22 Person acting on Sprint's behalf. The terms "person acting on Sprint's behalf," "personnel performing work on Sprint's behalf," and similar terms include both natural persons and firms and ventures of every type,

including, but not limited to, corporations, partnerships, limited liability companies, sole proprietorships, and joint ventures. The terms "person acting on Sprint's behalf," "personnel performing work on Sprint's behalf," and similar terms specifically include, but are not limited to, Sprint, its officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, and other persons or entities performing services at the request of or as directed by Sprint and their respective officers, directors, employees, agents, and representatives.

- 3.1.23 Person acting on BellSouth's behalf. The terms "person acting on BellSouth's behalf," "personnel performing work on BellSouth's behalf," and similar terms include both natural persons and firms and ventures of every type, including but not limited to corporations, partnerships, limited liability companies, sole proprietorships, and joint ventures. The terms "person acting on BellSouth's behalf," "personnel performing work on BellSouth's behalf," and similar terms specifically include, but are not limited to, BellSouth, its officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, and other persons or entities performing services at the request or on behalf of BellSouth and their respective officers, directors, employees, agents, and representatives.
- 3.1.24 Pole. The term "pole" refers to both utility poles and anchors but only to those utility poles and anchors owned or controlled by BellSouth, and does not include utility poles or anchors with respect to which BellSouth has no legal authority to permit attachments by other persons or entities.
- 3.1.25 Pole Attachment Act. The terms "Pole Attachment Act" and "Pole Attachment Act of 1978" refer to those provisions of the Communications Act of 1934, as amended, now codified as 47 U.S.C. § 224.
- 3.1.26 Prelicense survey. The term "prelicense survey" refers to all work and activities performed or to be performed to determine whether there is adequate capacity on a pole or in a conduit or conduit system (including manholes and handholes) to accommodate Sprint's facilities and to determine what make-ready work, if any, is required to prepare the pole, conduit or conduit system to accommodate Sprint's facilities.
- 3.1.27 Right of Way (ROW). The term "right of way" refers to the right to use the land or other property of another party to place poles, conduits, cables, other structures and equipment, or to provide passage to access such structures and equipment. A Right of Way may run under, on, or above public or private property (including air space above public or private property) and may include the right to use discrete space in buildings, building complexes, or other locations.

- 3.1.28 Sheath. The term "sheath" refers to a single outer covering containing communications wires, fibers, or other communications media.
- 3.1.29 Spare Capacity. The term "spare capacity" refers to any pole attachment space, conduit, duct or inner-duct not currently assigned or subject to a pending application for attachment/occupancy. Spare capacity does not include an inner-duct (not to exceed one inner-duct per party) reserved by BellSouth, Sprint, or a third party for maintenance, repair, or emergency restoration.
- 3.1.30 State. When capitalized, the term "State" (as used in terms such as "this State") refers to the State of Georgia.
- 3.1.31 Third Party. The terms "third party" and "third parties" refer to persons and entities other than Sprint and BellSouth. Use of the term "third party" does not signify that any such person or entity is a party to this Agreement or has any contractual rights hereunder.
- 3.1.32 **DELETED**
- 3.1.33 **DELETED**
- 3.1.33.1 **DELETED**
- 3.1.33.2 **DELETED**
- 3.1.33.3 **DELETED**
- 3.1.33.4 **DELETED**
- 3.2 **[RESERVED FOR FUTURE USE]**
- 3.3 **DELETED**
- 3.3.1 **DELETED**
- 3.3.2 **DELETED**
- 3.3.2.1 **DELETED**
- 3.3.2.2 **DELETED**
- 3.3.2.3 **DELETED**
- 3.3.2.4 **DELETED**
- 3.3.2.5 **DELETED**

3.3.2.6 DELETED

3.3.3 DELETED

3.3.3.1 DELETED

3.3.3.2 DELETED

3.3.3.3 DELETED

3.3.4 DELETED

3.4 SCOPE OF AGREEMENT

3.4.1 Scope of Agreement. BellSouth shall provide Sprint with equal and nondiscriminatory access to pole space, conduits, ducts, and rights-of-way on terms and conditions equal to those provided by BellSouth to itself or to any other telecommunications service provider. Further, BellSouth shall not withhold or delay assignment of such facilities to Sprint because of the potential or forecasted needs of itself or other parties.

3.4.2 Attachments and Occupancies Authorized by this Section. BellSouth shall issue one or more licenses to Sprint authorizing Sprint to attach facilities to BellSouth's owned or controlled poles and to place facilities within BellSouth's owned or controlled conduits, ducts or rights-of-way under the terms and conditions set forth in this Section and the Telecommunications Act of 1996.

3.4.2.1 Unless otherwise provided herein, authority to attach facilities to BellSouth's owned or controlled poles, to place facilities within BellSouth's owned or controlled conduits, ducts or rights-of-way shall be granted only in individual licenses granted under this Section and the placement or use of such facilities shall be determined in accordance with such licenses and procedures established in this Section.

3.4.2.2 Sprint agrees that its attachment of facilities to BellSouth's owned or controlled poles, occupancy of BellSouth's owned or controlled conduits, ducts or rights-of-way shall take place pursuant to the licensing procedures set forth herein, and BellSouth agrees that it shall not unreasonably withhold or delay issuance of such licenses.

3.4.2.3 DELETED

3.4.3 Licenses. Subject to the terms and conditions set forth in this Section, BellSouth shall issue to Sprint one or more licenses authorizing Sprint to place or attach facilities in or to specified poles, conduits, ducts or rights-

of-way of BellSouth located within this state. Nothing contained in this Section shall require BellSouth to issue any license to Sprint with respect to any specific conduit or duct space if, in the engineering judgment of BellSouth, the conduit or duct space requested is necessary to meet BellSouth's present needs, or is licensed by BellSouth to another licensee.

- 3.4.4 Access and Use of Rights-of-Way. BellSouth acknowledges that it is required by the Telecommunications Act of 1996 to afford Sprint access to and use of all associated rights-of-way to any sites where BellSouth's owned or controlled poles, manholes, conduits, ducts or other parts of BellSouth's owned or controlled conduit systems are located.
- 3.4.4.1 BellSouth shall provide Sprint with access to and use of such rights-of-way to the same extent and for the same purposes that BellSouth may access or use such rights-of-way, including but not limited to access for ingress, egress or other access and to construct, utilize, maintain, modify, and remove facilities for which pole attachment, conduit occupancy, or ROW use licenses have been issued, provided that any agreement with a third party under which BellSouth holds such rights expressly or impliedly grants BellSouth the right to provide such rights to others.
- 3.4.4.2 Where BellSouth notifies Sprint that BellSouth's agreement with a third party does not expressly or impliedly grant BellSouth the ability to provide such access and use rights to others, upon Sprint's request, BellSouth will use its best efforts to obtain the owner's consent and to otherwise secure such rights for Sprint. Sprint agrees to reimburse BellSouth for the reasonable and demonstrable costs incurred by BellSouth in obtaining such rights for Sprint.
- 3.4.4.3 In cases where a third party agreement does not grant BellSouth the right to provide access and use rights to others as contemplated in 3.4.4.1 and BellSouth, despite its best efforts, is unable to secure such access and use rights for Sprint in accordance with 3.4.4.2, or, in the case where Sprint elects not to invoke its rights under 3.4.4.1 or 3.4.4.2, Sprint shall be responsible for obtaining such permission to access and use such rights-of-way. BellSouth shall cooperate with Sprint in obtaining such permission and shall not prevent or delay any third party assignment of ROWs to Sprint.
- 3.4.4.4 Where BellSouth has any ownership or rights-of-way to buildings or building complexes, or within buildings or building complexes, BellSouth shall offer to Sprint through a license or other agreement:

- 3.4.4.4.1 The right to use any available space owned or controlled by BellSouth in the building or building complex to install Sprint equipment and facilities; and
- 3.4.4.4.2 Ingress and egress to such space.
- 3.4.4.4.3 **DELETED**
- 3.4.5 Except to the extent necessary to meet the requirements of the Telecommunications Act of 1996, neither this Section nor any license granted hereunder shall constitute a conveyance or assignment of any of either party's rights to use any public or private rights-of-way, and nothing contained in this Section or in any license granted hereunder shall be construed as conferring on one party any right to interfere with the other party's access to any such public or private rights-of-way.
- 3.4.6 No Effect on BellSouth's Right to Convey Property. Nothing contained in this Section or in any license issued hereunder shall in any way affect the right of BellSouth to convey to any other person or entity any interest in real or personal property, including any poles, conduit or ducts to or in which Sprint has attached or placed facilities pursuant to licenses issued under this Section provided however that BellSouth shall give Sprint reasonable advance written notice of such intent to convey.
- 3.4.7 No Effect on BellSouth's Rights to Manage its Own Facilities. This Section shall not be construed as limiting or interfering with BellSouth's rights set forth below, except to the extent expressly provided by the provisions of this Section or licenses issued hereunder or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations:
- 3.4.7.1 To locate, relocate, move, replace, modify, maintain, and operate BellSouth's own facilities within BellSouth's conduits, ducts or rights-of-way or any of BellSouth's facilities attached to BellSouth's poles at any time and in any reasonable manner which BellSouth deems appropriate to serve its customers, avail itself of new business opportunities, or otherwise meet its business needs; or
- 3.4.7.2 To enter into new agreements or arrangements with other persons or entities permitting them to attach or place their facilities to or in BellSouth's poles, conduits or ducts; provided, however, that such relocations, moves, replacements, modifications, maintenance and operations or new agreements or arrangements shall not substantially interfere with Sprint's pole attachment, conduit occupancy or ROW use, rights provided by licenses Issued pursuant to this Section .

- 3.4.8 No Effect on Sprint's Rights to Manage its Own Facilities. This Section shall not be construed as limiting or interfering with Sprint's rights set forth below, except to the extent expressly provided by the provisions of this Section or licenses issued hereunder or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations:
- 3.4.8.1 To locate, relocate, move, replace, modify, maintain, and operate its own facilities within BellSouth's conduits, ducts or rights-of-way or its facilities attached to BellSouth's poles at any time and in any reasonable manner which Sprint deems appropriate to serve its customers, avail itself of new business opportunities, or otherwise meet its business needs; or
- 3.4.8.2 To enter into new agreements or arrangements with other persons or entities permitting Sprint to attach or place its facilities to or in such other persons' or entities' poles, conduits or ducts, or rights-of-way; provided, however, that such relocations, moves, replacements, modifications, maintenance and operations or new agreements or arrangements shall not conflict with Sprint's obligations under licenses issued pursuant to this Section .
- 3.4.9 No Right to Interfere with Facilities of Others. The provisions of this Section or any license issued hereunder shall not be construed as authorizing either party to this Section to rearrange or interfere in any way with any of the other party's facilities, with the facilities of other persons or entities, or with the use of or access to such facilities by such other party or such other persons or entities, except to the extent expressly provided by the provisions of this Section or any license issued hereunder or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations.
- 3.4.9.1 **DELETED**
- 3.4.9.2 Sprint acknowledges that the facilities of persons or entities other than BellSouth and Sprint may be attached to or occupy BellSouth's poles, conduits, ducts and rights-of-way.
- 3.4.9.3 BellSouth shall not attach, or give permission to any third parties to attach facilities to, existing Sprint facilities without Sprint's prior written consent. If BellSouth becomes aware of any such unauthorized attachment to Sprint facilities, BellSouth shall use its best efforts to rectify the situation as soon as practicable.
- 3.4.10 **DELETED**
- 3.4.10.1 With respect to facilities occupied by Sprint or the subject of an application for attachment by Sprint, BellSouth will give to Sprint 60 days

written notice for conduit extensions or reinforcements, 60 days written notice for pole line extensions, 60 days written notice for pole replacements, and 60 days written notice of BellSouth's intention to construct, reconstruct, expand or place such facilities or of BellSouth's intention not to maintain or use any existing facility and, in the case of an existing facility which BellSouth elects not to maintain or use, BellSouth will grant to Sprint a right to maintain and use such facility. If an emergency or provisions of an applicable joint use agreement require BellSouth to construct, reconstruct, expand or replace poles, conduits or ducts occupied by Sprint or the subject of an application for attachment by Sprint, BellSouth will notify Sprint as soon as reasonably practicable of such proposed construction, reconstruction, expansion or replacement to enable Sprint, if it so desires, to request that a pole, conduit or duct of greater height or capacity be utilized to accommodate an anticipated facility need of Sprint.

3.4.10.2 At Sprint's request and at its expense, BellSouth shall remove any retired cable from conduit systems to accommodate Sprint's facilities and to allow for the efficient use of conduit space within a reasonable period of time. If the parties are unable to agree to such removal arrangements, the matter may be resolved pursuant to Section 15 of the General Terms and Conditions of this Agreement.

3.4.10.3 BellSouth will allow Sprint and other parties to reserve capacity under the same time frames, terms and conditions that it affords itself. This includes reservations of emergency ducts as well as ducts for growth and other purposes. Sprint, if it so chooses, may reserve one emergency duct for itself and then offer to share this duct with other telecommunications carriers that are willing to enter into such a sharing agreement.

3.4.11 Assignment of Space. Assignment of space on poles, in conduits or ducts and within ROWs will be made pursuant to licenses granted by BellSouth on an equal basis to BellSouth, Sprint and other telecommunication service providers.

3.5 **REQUIREMENTS AND SPECIFICATIONS**

3.5.1 Published Standards Incorporated in this Section by Reference. Sprint agrees that its facilities shall be placed, constructed, maintained, repaired, and removed in accordance with current (as of the date when such work is performed) editions of the following publications, each of which is incorporated by reference as part of this Section :

- 3.5.1.1 The Blue Book Manual of Construction Procedures, Special Report SR-TAP-001421, published by Bell Communications Research, Inc. ("Bellcore"), and sometimes referred to as the "Blue Book";
- 3.5.1.2 The National Electrical Code (NEC); and
- 3.5.1.3 The National Electrical Safety Code (NESC).
- 3.5.2 Changes in Published Standards. Sprint agrees to rearrange its facilities in accordance with changes in the standards published in the publications specified in Article 5.01 of this Attachment if required by law to do so or upon the mutual agreement of the parties.
- 3.5.3 Additional Electrical Design Specifications. Sprint agrees that, in addition to specifications and requirements referred to in Articles 3.5.1-3.5.2 above, Sprint's facilities placed in BellSouth's conduit system shall meet all of the following electrical design specifications:
 - 3.5.3.1 No facility shall be placed in BellSouth's conduit system in violation of FCC regulations.
 - 3.5.3.2 Sprint's facilities placed in BellSouth's conduit system shall not be designed to use the earth as the sole conductor for any part of Sprint's circuits.
 - 3.5.3.3 Sprint's facilities carrying more than 50 volts AC (rms) to ground or 135 volts DC to ground shall be enclosed in an effectively grounded sheath or shield.
 - 3.5.3.4 No coaxial cable of Sprint shall occupy a conduit system containing BellSouth's cable unless such cable of Sprint meets the voltage limitations of Article 820 of the National Electrical Code.
 - 3.5.3.5 Sprint's coaxial cable may carry continuous DC voltages up to 1800 volts to ground where the conductor current will not exceed one-half amperes and where such cable has two separate grounded metal sheaths or shields and a suitable insulating jacket over the outer sheath or shield. The power supply shall be so designed and maintained that the total current carried over the outer sheath shall not exceed 200 micro amperes under normal conditions. Conditions which would increase the current over this level shall be cleared promptly.
 - 3.5.3.6 Neither party shall circumvent the other party's corrosion mitigation measures. Each party's new facilities shall be compatible with the other party's facilities so as not to damage any facilities of the other party by corrosion or other chemical reaction.

- 3.5.4 Additional Physical Design Specifications. Sprint's facilities placed in BellSouth's conduit system must meet all of the following physical design specifications:
- 3.5.4.1 Cables bound or wrapped with cloth or having any kind of fibrous coverings or impregnated with an adhesive material shall not be placed in BellSouth's conduit or ducts.
- 3.5.4.2 The integrity of BellSouth's conduit system and overall safety of BellSouth's personnel and other personnel working in BellSouth's conduit system requires that "dielectric cable" be required when Sprint's cable facility utilizes an alternative duct or route that is shared in the same trench by any current carrying facility of a power utility.
- 3.5.4.3 New construction splices in Sprint's fiber optic and twisted pair cables shall be located in manholes, pull boxes or handholes.
- 3.5.5 Additional Specifications Applicable to Connections. The following specifications apply to connections of Sprint's conduit to BellSouth's conduit system:
- 3.5.5.1 Sprint will be permitted to connect its conduit or duct only at the point of a BellSouth manhole. No attachment will be made by entering or breaking into conduit between manholes. All necessary work to install Sprint facilities will be performed by Sprint or its contractor at Sprint's expense. In no event shall Sprint or its contractor "core bore" or make any other modification to BellSouth manhole(s) without the prior written approval of BellSouth, which approval will not be unreasonably delayed or withheld.
- 3.5.5.2 BellSouth may monitor, at Sprint's expense, the entrance and exit of Sprint's facilities into BellSouth's manholes and the placement of Sprint's facilities in BellSouth's manholes.
- 3.5.5.3 If Sprint constructs or utilizes a duct connected to BellSouth's manhole, the duct and all connections between that duct and BellSouth's manhole shall be sealed, to the extent practicable, to prevent the entry of gases or liquids into BellSouth's conduit system. If Sprint's duct enters a building, it shall also be sealed where it enters the building and at all other locations necessary to prevent the entry of gases and liquids from the building into BellSouth's conduit system.
- 3.5.6 Requirements Relating to Personnel, Equipment, Material, and Construction Procedures Generally. Duct clearing, rodding or modifications required to grant Sprint access to BellSouth's conduit systems may be performed by BellSouth at Sprint's expense at charges which represent BellSouth's actual costs. Alternatively (at Sprint's option)

such work may be performed by a contractor who demonstrates compliance with BellSouth certification requirements, which certification requirements shall be consistent with F.C.C. rules. The parties acknowledge that Sprint, its contractors, and other persons acting on Sprint's behalf will perform work for Sprint (e.g., splicing Sprint's facilities) within BellSouth's conduit system. Sprint represents and warrants that neither Sprint nor any person acting on Sprint's behalf shall permit any person to climb or work on any of BellSouth's poles or to enter BellSouth's manholes or work within BellSouth's conduit system unless such person has the training, skill, and experience required to recognize potentially dangerous conditions relating to pole or the conduit systems and to perform the work safely.

- 3.5.6.1 Sprint's facilities within BellSouth's conduit system shall be constructed, placed, rearranged, modified, and removed upon receipt of license specified in 3.7.1. However, no such license will be required for the , inspection, maintenance, repair or non-physical modifications of Sprint's facilities.
- 3.5.6.2 "Rodding" or clearing of ducts in BellSouth's conduit system shall be done only when specific authorization for such work has been obtained in advance from BellSouth, which authorization shall not be unreasonably delayed or withheld by BellSouth. The parties agree that such rodding or clearing shall be performed according to existing industry standards and practices. Sprint may contract with BellSouth for performance of such work or (at Sprint's option) with a contractor who demonstrates compliance with BellSouth certification requirements.
- 3.5.6.3 Personnel performing work on BellSouth's or Sprint's behalf in BellSouth's conduit system shall not climb on, step on, or otherwise disturb the other party's or any third party's cables, air pipes, equipment, or other facilities located in any manhole or other part of BellSouth's conduit system.
- 3.5.6.4 Personnel performing work on BellSouth's or Sprint's behalf within BellSouth's conduit system (including any manhole) shall, upon completing their work, make reasonable efforts to remove all tools, unused materials, wire clippings, cable sheathing and other materials brought by them to the work site.
- 3.5.6.5 All of Sprint's facilities shall be firmly secured and supported in accordance with Bellcore and industry standards.
- 3.5.6.6 Sprint's facilities shall be plainly identified with Sprint's name in each manhole with a firmly affixed permanent tag that meets standards set by BellSouth for its own facilities.

- 3.5.6.7 Manhole pumping and purging required in order to allow Sprint's work operations to proceed shall be performed by Sprint or its contractor in compliance with BellSouth Practice Sec. 620-145-011BT, "Manhole Contaminants, Water, Sediment or Debris Removal and Reporting Procedures," and any amendments, revisions or supplements thereto and in compliance with all regulations and standards established by the United States Environmental Protection Agency and by any applicable state or local environmental regulators.
- 3.5.6.8 Planks or other types of platforms shall not be installed using cables, pipes or other equipment as a means of support. Platforms shall be supported only by cable racks.
- 3.5.6.9 Any leak detection liquid or device used by Sprint or personnel performing work on Sprint's facilities within BellSouth's conduit system shall be of a type approved by BellSouth or Bellcore.
- 3.5.6.10 When Sprint or personnel performing work on Sprint's behalf are working within or in the vicinity of any part of BellSouth's poles or conduit system which is located within, under, over, or adjacent to streets, highways, alleys or other traveled rights-of-way, Sprint and all personnel performing work on Sprint's behalf shall follow procedures which Sprint deems appropriate for the protection of persons and property. Sprint shall be responsible, at all times, for determining and implementing the specific steps required to protect persons and property at the site. Sprint will provide all traffic control and warning devices required to protect pedestrian and vehicular traffic, workers and property from danger. Sprint has sole responsibility for the safety of all personnel performing work on Sprint's behalf, for the safety of bystanders, and for insuring that all operations conform to current OSHA regulations and all other governmental rules, ordinances or statutes. BellSouth reserves the right to suspend Sprint's activities on, in or in the vicinity of BellSouth's poles or conduit system if, in BellSouth's reasonable judgment, any hazardous condition arises due to the activity (including both acts and omissions) of Sprint or any personnel performing work on Sprint's behalf, which suspension shall cease when the condition has been rectified.
- 3.5.6.11 Except for protective screens, no temporary cover shall be placed by Sprint or personnel performing work on Sprint's behalf over an open manhole unless it is at least four feet above the surface level of the manhole opening.
- 3.5.6.12 Smoking or the use of any open flame is prohibited in BellSouth's manholes, in any other portion of BellSouth's conduit system, or within 10 feet of any open manhole entrance; provided that this provision will not

prohibit the use of spark producing tools such as electric drills, fusion splicers, etc.

- 3.5.6.13 Artificial lighting, when required, will be provided by Sprint. Only explosion-proof lighting fixtures shall be used.
- 3.5.6.14 Neither Sprint nor personnel performing work on Sprint's behalf shall allow any combustible gas, vapor, liquid, or material to accumulate in BellSouth's conduit system (including any manhole) during work operations performed within or in the vicinity of BellSouth's conduit system.
- 3.5.6.15 Sprint will abide by any laws, regulations or ordinances regarding the use of spark producing tools, equipment or devices in BellSouth's manholes, in any other portions of BellSouth's conduit system, or within 10 feet of any open manhole opening. This includes, but is not limited to, such tools as electric drills and hammers, meggers, breakdown sets, induction sets, and the like.
- 3.5.6.16 **DELETED**
- 3.5.7 Opening of Manholes. The following requirements apply to the opening of BellSouth's manholes and the authority of BellSouth personnel present when work on Sprint's behalf is being performed within or in the vicinity of BellSouth's conduit system.
 - 3.5.7.1 BellSouth's manholes shall be opened only as permitted by BellSouth's authorized employees or agents, which permission shall not be unreasonably denied or delayed.
 - 3.5.7.2 Sprint shall notify BellSouth forty-eight (48) hours in advance of any routine work operation requiring entry into any of BellSouth's manholes.
 - 3.5.7.3 Sprint shall be responsible for obtaining any necessary authorization from appropriate authorities to open manholes for conduit work operations therein.
 - 3.5.7.4 BellSouth's authorized employee or agent shall not direct or control the conduct of Sprint's work at the work site. The presence of BellSouth's authorized employee or agent at the work site shall not relieve Sprint or personnel performing work on Sprint's behalf of their responsibility to conduct all work operations within BellSouth's conduit system in a safe and workmanlike manner.
 - 3.5.7.5 Although BellSouth's authorized employee or agent shall not direct or control the conduct of Sprint's work at the work site, BellSouth's employee

or agent shall have the authority to suspend Sprint's work operations within BellSouth's conduit system if, in the reasonable discretion of such BellSouth employee or agent, it appears that any hazardous conditions arise or any unsafe practices are being followed by Sprint or personnel performing work on Sprint's behalf.

- 3.5.8 OSHA Compliance: Notice to BellSouth of Unsafe Conditions. Sprint agrees that:
- 3.5.8.1 Its facilities shall be constructed, placed, maintained, repaired, and removed in accordance with the Occupational Safety and Health Act (OSHA) and all rules and regulations promulgated thereunder;
- 3.5.8.2 All persons acting on Sprint's behalf, including but not limited to Sprint's employees, agents, contractors, and subcontractors shall, when working on or within BellSouth's poles or conduit system, comply with OSHA and all rules and regulations thereunder;
- 3.5.8.3 Sprint shall establish appropriate procedures and controls to assure compliance with all requirements of this section; and
- 3.5.8.4 Sprint (and any person acting on Sprint's behalf) may report unsafe conditions on, in or in the vicinity of BellSouth's poles or conduit system to BellSouth.
- 3.5.9 Compliance with Environmental Laws and Regulations. Sprint acknowledges that, from time to time, environmental contaminants may enter BellSouth's conduit system and accumulate in manholes or other conduit facilities and that certain conduits (transite) are constructed with asbestos-containing materials. If BellSouth has knowledge of the presence of such contaminants in a conduit for which Sprint has applied for or holds a license, BellSouth will promptly notify Sprint of such fact.
- Notwithstanding any of BellSouth's notification requirements in this Agreement, Sprint acknowledges that some of BellSouth's conduit is fabricated from asbestos-containing materials. Such conduit is generally marked with a designation of "C Fiber Cement Conduit," "Transite," or "Johns-Manville." Until proven otherwise, Sprint will presume that all conduit not fabricated of plastic, tile, or wood is asbestos-containing and will handle it pursuant to all applicable regulations relating to worker safety and protection of the environment. BellSouth makes no representations to Sprint or personnel performing work on Sprint's behalf that BellSouth's conduit system or any specific portions thereof will be free from environmental contaminants at any particular time. The acknowledgments and representations set forth in the two preceding sentences are not intended to relieve BellSouth of any liability which it

would otherwise have under applicable law for the presence of environmental contaminants in its conduit facilities. Sprint agrees to comply with the following provisions relating to compliance with environmental laws and regulations:

- 3.5.9.1 Sprint's facilities shall be constructed, placed, maintained, repaired, and removed in accordance with all applicable federal, state, and local environmental statutes, ordinances, rules, regulations, and other laws, including but not limited to the Resource Conservation and Recovery Act (42 U.S.C. §§ 9601 et. seq.), the Toxic Substance Control Act (15 U.S.C. §§ 2601-2629), the Clean Water Act (33 U.S.C. §§ 1251 et. seq.), and the Safe Drinking Water Act (42 U.S.C. §§ 300f-300j).
- 3.5.9.2 All persons acting on Sprint's behalf, including but not limited to Sprint's employees, agents, contractors, and subcontractors, shall, when working on, within or in the vicinity of BellSouth's poles or conduit system, comply with all applicable federal, state, and local environmental laws, including but not limited to all environmental statutes, ordinances, rules, and regulations.
- 3.5.9.3 Sprint shall establish appropriate procedures and controls to assure compliance with all requirements of this section. BellSouth will be afforded a reasonable opportunity to review such procedures and controls and provide comments that will be reasonably considered in advance of their implementation. Review and comment by BellSouth pursuant to this section will be provided in a timely manner.
- 3.5.9.4 Sprint and all personnel performing work on Sprint's behalf shall comply with such standards and practices as BellSouth and Sprint may from time to time mutually agree to adopt to comply with environmental laws and regulations including, without limitation, BellSouth Practice Sec. 620-145-011BT, "Manhole Contaminants, Water, Sediment or Debris Removal and Reporting Procedures". Pursuant to this practice, neither Sprint nor BellSouth nor personnel performing work on either party's behalf shall discharge water or any other substance from any BellSouth manhole or other conduit facility onto public or private property, including any storm water drainage system, without first testing such water or substance for contaminants in accordance with mutually agreed standards and practices and determining that such discharge would not violate any environmental law, create any environmental risk or hazard, or damage the property of any person. Proper handling and disposal of any waste material from a BellSouth manhole by Sprint or its contractor shall be the responsibility of Sprint. No such waste material shall be deposited on BellSouth premises for storage or disposal.

- 3.5.10 Compliance with Other Governmental Requirements. Sprint agrees that its facilities attached to BellSouth's facilities shall be constructed, placed, maintained, and removed in accordance with the ordinances, rules, and regulations of any governing body having jurisdiction of the subject matter. Sprint shall comply with all statutes, ordinances, rules, regulations and other laws requiring the marking and lighting of aerial wires, cables and other structures to ensure that such wires, cables and structures are not a hazard to aeronautical navigation. Sprint shall establish appropriate procedures and controls to assure such compliance by all persons acting on Sprint's behalf, including but not limited to, Sprint's employees, agents, contractors, and subcontractors.
- 3.5.11 Differences in Standards or Specifications. To the extent that there may be differences in any applicable standards or specifications referred to in this Article 3.5, the most stringent standard or specification shall apply.
- 3.5.12 Sprint Solely Responsible for the Condition of Its Facilities. Sprint shall be responsible at all times for the condition of its facilities and its compliance with the requirements, specifications, rules, regulations, ordinances, and laws specified in 3.5.1-3.5.11 above. In this regard, BellSouth shall have no duty to Sprint to inspect or monitor the condition of Sprint's facilities (including but not limited to splices and other facilities connections) located within BellSouth's conduit and ducts or any attachment of Sprint's facilities to BellSouth's poles, anchors, anchor/guy strands or other pole facilities. BellSouth may, however, conduct such inspections and audits of its poles and conduit system as BellSouth determines reasonable or necessary. Such inspection and audits shall be conducted at BellSouth's expense with the exception of (1) follow-up inspection to confirm remedial action after an observed Sprint violation of the requirements of this Agreement; and (2) inspection of Sprint facilities in compliance with a specific mandate of appropriate governmental authority for which inspections the cost shall be borne by Sprint. Either party may audit the other party's compliance with the terms of this Section . Observed safety hazards or imminent facility failure conditions of another party shall be reported to the affected party where such party can be readily identified.
- 3.5.13 Efficient use of Conduit. BellSouth will install inner-ducts to increase duct space in existing conduit as facilities permit. The full compliment of inner-ducts will be installed which can be accommodated under sound engineering principles. The number of inner-ducts which can reasonably be installed will be determined by BellSouth.

3.6 **ADDITIONAL LEGAL REQUIREMENTS**

3.6.1 **DELETED**

- 3.6.1.1 Licenses granted under this Section authorize Sprint to place facilities in, or attach facilities to, poles, conduits and ducts owned or controlled by BellSouth but do not affect the rights of landowners to control terms and conditions of access to their property.
- 3.6.1.2 Sprint agrees that neither Sprint nor any persons acting on Sprint's behalf, including but not limited to Sprint's employees, agents, contractors, and subcontractors, shall engage in any conduct which damages public or private property in the vicinity of BellSouth's poles or conduit system, interferes in any way with the use or enjoyment of public or private property except as expressly permitted by the owner of such property, or creates a hazard or nuisance on such property (including, but not limited to, a hazard or nuisance resulting from any abandonment or failure to remove Sprint's facilities or any construction debris from the property, failure to erect warning signs or barricades as may be necessary to give notice to others of unsafe conditions on the premises while work performed on Sprint's behalf is in progress, or failure to restore the property to a safe condition after such work has been completed).
- 3.6.2 Required Permits, Certificates and Licenses. Sprint shall be responsible for obtaining any building permits or certificates from governmental authorities necessary to construct, operate, maintain and remove its facilities on public or private property.
- 3.6.2.1 Sprint shall not attach or place its facilities to or in BellSouth's poles, conduit or duct located on any property for which it or BellSouth has not first obtained all required authorizations.
- 3.6.2.2 BellSouth shall have the right to request evidence that all appropriate authorizations have been obtained. However, such request shall not delay BellSouth's precense survey work.
- 3.6.3 Lawful Purposes. All facilities placed by Sprint in BellSouth's conduit and ducts or on BellSouth's poles, anchors or anchor/guy strands must serve a lawful purpose and the uses made of Sprint's facilities must comply with all applicable federal, state, and local laws and with all federal, state, and local regulatory rules, regulations, and requirements. In this regard, Sprint shall not utilize any facilities occupying or attached to BellSouth's conduits, ducts or poles for the purpose of providing any services which it is not authorized by law to provide or for the purpose of enabling any other person or entity to provide any such services.

3.7 **FACILITIES AND LICENSES**

- 3.7.1 Licenses Required. Before placing any facilities in BellSouth's conduits or ducts or attaching any facilities to BellSouth's poles, anchors or

anchor/guy strands, Sprint must first apply for and receive a written license from BellSouth. BellSouth shall not unreasonably deny or delay issuance of any license. The time frames for the issuance of the license shall be established pursuant to section 3.7.5.3.

3.7.2 **DELETED**

3.7.3 Provision of Records and Information to Sprint.

3.7.3.1 In order to obtain information regarding facilities, Sprint shall make a written request to BellSouth, identifying with reasonable specificity the geographic area for which facilities are required, the types and quantities of the required facilities and the required in-service date. In response to such request, BellSouth shall provide Sprint with information regarding the types, quantity and location (which may be provided by provision of route maps and availability of BellSouth poles, conduit and right-of-way located within the geographic area specified by Sprint. Provision of information under the terms of this section shall include the right of Sprint employees or agents to inspect and copy engineering records or drawings which pertain to those facilities within the geographic area identified in Sprint's request. Such inspection and copying shall be done at a time and place mutually agreed upon by the parties.

3.7.3.2 Determination of Availability. BellSouth shall provide pole, conduit and right-of-way availability information in response to a request from Sprint which identifies with reasonable specificity the facilities for which such information is desired. Sprint may elect to be present at any field based survey of facilities identified pursuant to this paragraph and BellSouth shall provide Sprint at least forty-eight (48) hours notice prior to initiating such field survey. Sprint employees or agents shall be permitted to enter BellSouth manholes and inspect such structures to confirm usability and/or evaluate condition of the structure(s) with at least forty-eight (48) hours notice to BellSouth, with a BellSouth representative present and at Sprint's expense.

3.7.3.3 **DELETED**

3.7.4 **MAKE-READY WORK**

3.7.4.1 If performed by BellSouth, make-ready work to accommodate Sprint's facilities shall be included in the normal work load schedule of BellSouth with construction responsibilities in the geographic areas where the relevant poles or conduit systems are located and shall not be entitled to priority, advancement, or preference over other work to be performed by BellSouth in the ordinary course of BellSouth's business.

3.7.4.2 If Sprint desires make-ready work to be performed on an expedited basis and BellSouth agrees to perform the work on such a basis, BellSouth shall recalculate the estimated make-ready charges. If Sprint accepts BellSouth's offer, Sprint shall pay such additional charges.

3.7.4.2.1 **DELETED**

3.7.4.2.2 **DELETED**

3.7.4.2.3 **DELETED**

3.7.4.3 All charges for make-ready work performed by BellSouth are payable in advance, with the amount of any such advance payment to be due within sixty (60) days after receipt of an invoice from BellSouth.

3.7.4.3.1 **DELETED**

3.7.4.3.2 **DELETED**

3.7.4.4 In lieu of obtaining performance of make-ready work by BellSouth, Sprint at its option may arrange for the performance of such work by a contractor certified by BellSouth to work on or in its facilities. Certification shall be granted based upon reasonable and customary criteria employed by BellSouth in the selection of its own contract labor. Notwithstanding any other provisions of this Section, Sprint may not employ a contractor to accomplish make-ready work if BellSouth is likewise precluded from contractor selection under the terms of an applicable joint use agreement.

3.7.4.5 BellSouth will issue a license to Sprint at the time all make-ready work necessary to Sprint's attachment or occupancy has been completed.

3.7.5 Application Form and Fees. To apply for a license under this Section , Sprint shall submit to BellSouth two signed copies of an Application and Conduit Occupancy License form or an Application and Pole Attachment License form. BellSouth will process license applications in the order in which they are received; provided, however, that when Sprint has multiple applications on file with BellSouth, Sprint may designate its desired priority of completion of prelicense surveys and make-ready work with respect to all such applications.

3.7.5.1 Each application for a license under this Section shall specify the proposed route of Sprint's facilities and identify the conduits and ducts or poles and pole facilities along the proposed route in which Sprint desires to place or attach its facilities, and describe the physical size, weight and jacket material of the cable which Sprint desires to place in each conduit

or duct or the number and type of cables, apparatus enclosures and other facilities which Sprint desires to attach to each pole.

3.7.5.2 Each application for a license under this Section shall be accompanied by a proposed (or estimated) construction schedule containing the information specified below in 3.10.1 of this Attachment, and an indication of whether Sprint will, at its option, perform its own make-ready work.

3.7.5.3 The parties agree to the establishment of a joint task force, consisting of representatives of Sprint and BellSouth, which will develop all procedures necessary to effectuate the provisions of this Section 3.7. Matters to be addressed by the joint task force include, without limitation, the development of time frames for BellSouth's provision of record information and availability determinations and for the processing of license applications; the establishment of guidelines to address the number of Sprint applications which may be processed simultaneously by BellSouth; and any other matters necessary to effectuate the provisions of this Section. The parties agree to negotiate in good faith to achieve agreement on all matters presented to the joint task force and to reduce said agreement to writing within sixty (60) calendar days from the Effective Date of this Agreement.

3.7.6 **Multiple Cables, Multiple Services, Lashing or Placing Additional Cables, and Replacement of Facilities.** Sprint may include multiple cables in a single license application and multiple services (e.g., CATV and non-CATV services) may be provided by Sprint in the same cable sheath. Sprint's lashing additional cable to existing facilities of Sprint and placing additional cables in conduits or ducts already occupied by Sprint's facilities shall be permitted, and no additional fees will be applied; provided, however, that if Sprint desires to lash additional cable to existing facilities or place additional cables in conduits or ducts which are already occupied, or to replace existing facilities with new facilities substantially different from those described in licenses in effect, Sprint must apply for and acquire a new license specifically describing the physical size, weight and jacket material of the cable to be placed in BellSouth's conduits and ducts or the physical size, weight, and jacket type of cables and the size and weight of apparatus enclosures and other facilities to be attached to BellSouth's poles.

3.7.7 **DELETED**

3.7.8 **Single Point of Contact.** Each party hereby designates the employees named below as their single point of contact for any and all purposes of this Section , including, but not limited to, processing licenses and

applications and providing records and information . Each party may at any time designate a new point of contact by giving written notice of such change.

John Chaucer - Specialist
3535 Colonnade Parkway
Room W3D2
Birmingham, Alabama 35243
(205) 977- 2631
Fax (205) 977-7997

Anything to the contrary herein notwithstanding, notification of an emergency condition which poses an immediate threat to life or property or substantially impairs provisioning of BellSouth's service shall be reported to BellSouth by contacting:

John Chaucer - Specialist
3535 Colonnade Parkway
Room W3D2
Birmingham, Alabama 35243
(205) 977- 2631
Fax (205) 977-7997

3.7.9 **DELETED**

3.8 **PROCESSING OF APPLICATIONS (INCLUDING PRELICENSE SURVEYS AND FIELD INSPECTIONS)**

3.8.1 Sprint's Priorities. When Sprint has multiple applications on file with BellSouth, Sprint shall designate its desired priority of completion of prelicense surveys and make-ready work with respect to all such applications.

OPEN

3.8.2 Prelicense Survey. After Sprint has submitted its written application for a license, a prelicense survey (including a field inspection) will be performed by either party, in the company of a representative of the other party as mutually agreed, to determine whether BellSouth's poles, anchors and anchor/guy strands, or conduit system, in their present condition, can accommodate Sprint's facilities, without substantially interfering with the ability of BellSouth or any other authorized person or entity to use or access the pole, anchor or anchor/guy strand or any portion of BellSouth's conduit system or facilities attached to BellSouth's pole or placed within or connected to BellSouth's conduit system. If

Sprint gives its prior written consent in writing, the determination of duct availability may include the "rodding" of ducts at Sprint's expense.

- 3.8.2.1 The purpose of the prelicense survey is to determine whether Sprint's proposed attachments to BellSouth's poles or occupancy of BellSouth's conduit and ducts will substantially interfere with use of BellSouth's facilities by BellSouth and others with facilities occupying, connected or attached to BellSouth's pole or conduit system; and to provide information to Sprint for its determination of whether the pole, anchor, anchor/guy strand, conduit, duct, or right-of-way is suitable for its use.
- 3.8.2.2 Based on information provided by BellSouth, Sprint shall determine whether BellSouth's pole, anchor, anchor/guy strand, conduit and duct facilities are suitable to meet Sprint's needs.
- 3.8.2.3 BellSouth may not unreasonably refuse to continue to process an application based on BellSouth's determination that Sprint's proposed use of BellSouth's facilities will not be in compliance with applicable requirements, specifications, rules, regulations, ordinances, and laws. The parties shall submit the issue for resolution pursuant to the procedures set forth in Section 15 of the General Terms and Conditions of this Agreement. Sprint shall be responsible for making its own, independent determination that its use of such facilities will be in compliance with such requirements, specifications, rules, regulations, ordinances and laws. Sprint acknowledges that BellSouth is not explicitly or implicitly warranting to Sprint that Sprint's proposed use of BellSouth's facilities will be in compliance with applicable requirements, specifications, rules, regulations, ordinances, and laws.
- 3.8.3 Environmental, health and safety inspections. Within a reasonable time period after Sprint has submitted its written application for a license, BellSouth shall provide Sprint with such information about environmental, health and safety inspections that is equal to the information that BellSouth retains and provides for the use of its employees who access rights of way, conduits and pole attachments. Nothing in this Section 3.8.3 is intended to create any additional liabilities that might otherwise exist with respect to environmental, health and safety inspections and to notices thereof.
- 3.8.4 Administrative Processing. The administrative processing portion of the prelicense survey (which includes without limitation processing the application, preparing make-ready work orders, notifying joint users and other persons and entities of work requirements and schedules, coordinating the relocation/rearrangement of BellSouth and/or other licensed facilities) will be performed by BellSouth at Sprint's expense. Anything to the contrary herein notwithstanding, BellSouth shall bear no

responsibility for the relocation, rearrangement or removal of facilities used for the transmission or distribution of electric power.

3.8.5 **DELETED**

3.9 **ISSUANCE OF LICENSES**

3.9.1 Obligation to Issue Licenses. BellSouth shall issue a license to Sprint pursuant to this 3.9. BellSouth and Sprint acknowledge that each application for a license shall be evaluated on an individual basis. Nothing contained in this section shall be construed as abridging any independent pole attachment rights or conduit or duct access rights which Sprint may have under the provisions of any applicable federal or state laws or regulations governing access to BellSouth's poles, conduits and ducts, to the extent the same are not inconsistent with the Telecommunications Act of 1996. Each license issued hereunder shall be for an indefinite term, subject to Sprint's compliance with the provisions applicable to such license and further subject to Sprint's right to terminate such license at any time for any reason upon at least thirty (30) days' prior written notice.

3.9.2 **DELETED**

3.9.3 Multiple Applications. Sprint acknowledges that multiple parties including BellSouth may seek to place their facilities in BellSouth's conduit and ducts at or about the same time, that the make-ready work required to prepare BellSouth's facilities to accommodate multiple applicants may differ from the make-ready work required to accommodate a single applicant, that issues relating to the proper apportionment of costs arise in multi-applicant situations that do not arise in single-applicant situations, and that cooperation and negotiations between all applicants and BellSouth may be necessary to resolve disputes involving multiple applications for permission to place facilities in/on the same pole, conduit, duct, or right-of-way.

3.9.3.1 All applications will be processed on a first-come, first served basis.

3.9.3.2 **DELETED**

3.9.3.3 **DELETED**

3.9.4 Agreement to Pay for All Make-Ready Work Completed. Sprint's submission of written authorization for make-ready work shall also constitute Sprint's agreement to pay additional cost-based charges, if any, for completed make-ready work as provided in Section 3.7.4.3 of this

Attachment; provided, however, to the extent BellSouth is also utilizing the facility and to the extent any repair or modification is used to bring the facilities into compliance with any applicable safety or other governmental requirement, BellSouth will be responsible for its share of the repair or modification cost.

- 3.9.5 Payments to Others for Expenses Incurred in Transferring or Arranging Their Facilities. Sprint shall make arrangements with the owners of other facilities located in or connected to BellSouth's conduit system or attached to BellSouth's poles, anchors or anchor/guy strands regarding reimbursement for any expenses incurred by them in transferring or rearranging their facilities to accommodate the placement or attachment of Sprint's facilities in or to BellSouth's structures.
- 3.9.6 **DELETED**
- 3.9.7 **DELETED**
- 3.9.7.1 **DELETED**
- 3.9.7.2 **DELETED**
- 3.9.7.3 **DELETED**
- 3.9.7.4 **DELETED**
- 3.9.7.5 **DELETED**
- 3.9.8 Make-Ready Work on an Expedited Basis.
- 3.9.8.1.1 **DELETED**
- 3.9.8.1.2 **DELETED**
- 3.9.8.1.3 If Sprint is willing to authorize BellSouth to perform make-ready work on an expedited basis, and if BellSouth agrees to perform the work on such a basis, BellSouth shall recalculate the estimated make-ready charges. If Sprint accepts BellSouth's offer, upon completion of the make-ready work Sprint shall pay such additional charges, if any.
- 3.9.9 License. When Sprint's application for a pole attachment or conduit occupancy license is approved, and all required make-ready work completed, BellSouth will execute and return a signed authorization to Sprint, as appropriate, authorizing Sprint to attach or place the specified facilities on BellSouth's poles or in BellSouth's conduit or ducts.

3.9.9.1 Each license issued under this Section shall authorize Sprint to attach to BellSouth's poles or place or maintain in BellSouth's conduit or ducts only those facilities specifically described in the license, and no others.

3.9.9.2 Except as expressly stated to the contrary in individual licenses issued hereunder, each license issued pursuant to this Section shall incorporate all terms and conditions of this Section whether or not such terms or conditions are expressly incorporated by reference on the face of the license itself.

3.10 **CONSTRUCTION OF SPRINT'S FACILITIES**

3.10.1 Construction Schedule. Sprint shall submit with Sprint's license application a proposed or estimated construction schedule. Promptly after the issuance of a license permitting Sprint to attach facilities to BellSouth's poles or place facilities in BellSouth's conduit or ducts, Sprint shall provide BellSouth with an updated construction schedule and shall thereafter keep BellSouth informed of significant anticipated changes in the construction schedule. Construction schedules required by this Section shall include, at a minimum, the following information:

3.10.1.1 The name, title, business address, and business telephone number of the manager responsible for construction of the facilities;

3.10.1.2 The names of each contractor and subcontractor which will be involved in the construction activities;

3.10.1.3 The estimated dates when construction will begin and end; and

3.10.1.4 The approximate dates when Sprint or persons acting on Sprint's behalf will be performing construction work in connection with the placement of Sprint's facilities in BellSouth's conduit or ducts.

3.10.2 Additional Pre-construction Procedures for Facilities Placed in Conduit System. The following procedures shall apply before Sprint places facilities in BellSouth's conduit system:

3.10.2.1 Sprint shall give written notice of the type of facilities which are to be placed; and

3.10.2.2 BellSouth shall provide to Sprint space in manholes for racking and storage of up to fifty (50) feet of cable, provided space is available.

3.10.3 **DELETED**

- 3.10.4 BellSouth Not Responsible for Constructing or Placing Facilities.
BellSouth shall have no obligation to construct any facilities for Sprint or to attach Sprint's facilities to, or place Sprint's facilities in, BellSouth's poles or conduit system, except as may be necessary to facilitate the interconnection of unbundled network elements or except to the extent expressly provided in this Section, any license issued hereunder, or by the Telecommunications Act of 1996 or any other applicable law.
- 3.10.5 Sprint Responsible for Constructing, Attaching and Placing Facilities.
Except where otherwise mutually agreed by Sprint and BellSouth, Sprint shall be responsible for constructing its own facilities and attaching those facilities to, or placing them in BellSouth's poles, conduit or ducts at Sprint's sole cost and expense. Sprint shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the construction and placement of Sprint's facilities and for directing the activities of all persons acting on Sprint's behalf while they are physically present on BellSouth's pole, in any part of BellSouth's conduit system or in the vicinity of BellSouth's poles or conduit system.
- 3.10.6 Compliance with Applicable Standards, Health and Safety Requirements, and Other Legal Requirements. Sprint shall construct its facilities in accordance with the provisions of this Section and all licenses issued hereunder.
- 3.10.6.1 Sprint shall construct, attach and place its facilities in compliance with all Requirements and Specifications set forth above in 3.5 of this Attachment.
- 3.10.6.2 Sprint shall satisfy all Legal Requirements set forth above in 3.6 of this Section .
- 3.10.6.3 Sprint shall not permit any person acting on Sprint's behalf to perform any work on BellSouth's poles or within BellSouth's conduit system without first verifying, to the extent practicable, on each date when such work is to be performed, that the condition of the pole or conduit system is suitable for the work to be performed. If Sprint or any person working on Sprint's behalf determines that the condition of the pole or conduit system is not suitable for the work to be performed, Sprint shall notify BellSouth of the condition of the pole or conduit system in question and shall not proceed with construction activities until Sprint is satisfied that the work can be safely performed.
- 3.10.7 Construction Notices. If requested to do so, Sprint shall provide BellSouth with information to reasonably assure BellSouth that construction has been performed in accordance with all applicable standards and requirements.

- 3.10.8 Points for Attachment. BellSouth shall specify, using the same selection criteria it uses for its own operating company, the point of attachment of each pole or anchor to be occupied by Sprint's facilities. When the facilities of more than one applicant are involved, BellSouth will attempt, to the extent practicable, to designate the same relative position on each pole or anchor for each applicant's facilities.
- 3.10.9 Manhole and Conduit Break-Outs. Sprint shall be permitted to add conduit ports to BellSouth manholes when existing conduits do not provide the pathway connectivity needed by Sprint; provided the structural integrity of the manhole is maintained, and sound engineering judgment is employed.
- 3.10.10 Sprint shall have no liability for costs incurred by BellSouth in repair or maintenance of BellSouth-owned facilities, provided that such costs are not attributable, in whole or part, to the presence of Sprint's facilities in or on the facilities of BellSouth or Sprint's exercise of any other rights granted pursuant to this Agreement. If there is a dispute as to BellSouth's assessment of costs to Sprint, BellSouth shall demonstrate to Sprint how such costs are attributable to the presence of Sprint's facilities or the exercise of rights Sprint has under this Agreement. Any unresolved dispute shall be resolved pursuant to Section 15 of the General Terms and Conditions of this Agreement.

3.11 **USE AND ROUTINE MAINTENANCE OF SPRINT'S FACILITIES**

- 3.11.1 Use of Sprint's Facilities. Each license granted under this Section authorizes Sprint to have access to Sprint's facilities on or in BellSouth's poles, conduits and ducts as needed for the purpose of serving Sprint's customers, including, but not limited to, powering electronics, monitoring facilities, or transporting signaling.
- 3.11.2 Routine Maintenance of Sprint's Facilities. Each license granted under this Section authorizes Sprint to engage in routine maintenance of Sprint's facilities located on or in BellSouth's poles, conduits, ducts and ROW pursuant to such license. Sprint shall give reasonable notice to the affected public authority or private landowner as appropriate before commencing the construction or installation of its attachments or making any material alterations thereto. Sprint shall give reasonable notice to BellSouth before performing any work, whether or not of a routine nature, in BellSouth's conduit system.
- 3.11.3 Sprint Responsible for Maintenance of Sprint's Facilities. Sprint shall maintain its facilities in accordance with the provisions of this Section (including but not limited to all Requirements set forth above in 3.5 of this Section) and all licenses issued hereunder. Sprint shall be solely

responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the maintenance of Sprint's facilities and for directing the activities of all persons acting on Sprint's behalf while they are physically present on BellSouth's poles, within BellSouth's conduit system or in the immediate vicinity of such poles or conduit system.

3.11.4 BellSouth Not Responsible for Maintaining Sprint's Facilities. BellSouth shall have no obligation to maintain any facilities which Sprint has attached or connected to, or placed in, BellSouth's poles, conduits, ducts or any portion of BellSouth's conduit system, except to the extent expressly provided by the provisions of this Section or any license issued hereunder, or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations.

3.11.5 Information Concerning the Maintenance of Sprint's Facilities. Promptly after the issuance of a license permitting Sprint to attach facilities to, or place facilities in BellSouth's poles, conduits or ducts, Sprint shall provide BellSouth with the name, title, business address, and business telephone number of the manager responsible for routine maintenance of Sprint's facilities, and shall thereafter notify BellSouth of changes to such information. The manager responsible for routine maintenance of Sprint's facilities shall, on BellSouth's request, identify any contractor, subcontractor, or other person performing maintenance activities on Sprint's behalf at a specified site and shall, on BellSouth's request, provide such additional documentation relating to the maintenance of Sprint's facilities as reasonably necessary to demonstrate that Sprint and all persons acting on Sprint's behalf are complying with the requirements of this Section and licenses issued hereunder.

3.11.6 Identification of Personnel Authorized to Have Access to Sprint's Facilities. All personnel authorized to have access to Sprint's facilities shall, while working on BellSouth's poles, in its conduit system or ducts or in the vicinity of such poles, ducts or conduit systems, carry with them suitable identification and shall, upon the request of any BellSouth employee, produce such identification.

3.12 **MODIFICATION AND REPLACEMENT OF SPRINT'S FACILITIES**

3.12.1 Notification of Planned Modification or Replacement of Facilities. Sprint shall, when practicable, notify BellSouth in writing at least 60 days before adding to, relocating, replacing or otherwise modifying its facilities attached to a BellSouth pole, anchor or anchor/guy strand or located in any BellSouth conduit or duct. The notice shall contain sufficient information to enable BellSouth to determine whether the proposed

addition, relocation, replacement, or modification is permitted under Sprint's present license or requires a new or amended license.

3.12.2 New or Amended License Required. A new or amended license will be required if the proposed addition, relocation, replacement, or modification:

3.12.2.1 Requires that Sprint use additional space on BellSouth's poles or in its conduits or ducts (including but not limited to any additional ducts, inner ducts, or substantial space in any handhole or manhole) on either a temporary or permanent basis; or

3.12.2.2 Results in the size or location of Sprint's facilities on BellSouth's poles or in its conduit or ducts being appreciably different from those described and authorized in Sprint's present license (e.g. different duct or size increase causing a need to re-calculate storm loadings, guying, or pole class).

3.13 REARRANGEMENT OF FACILITIES AT THE REQUEST OF ANOTHER

3.13.1 Make-Ready Work at the Request of Sprint. If, prior to the issuance of a license, Sprint determines that any pole, anchor, anchor/guy strand, conduit or duct is inadequate to accommodate Sprint's proposed pole attachment or conduit occupancy or that it will be necessary or desirable for BellSouth or any other person or entity to rearrange existing facilities or structures to accommodate Sprint, Sprint shall promptly advise BellSouth of the make-ready work it believes necessary to enable the accommodation of Sprint's facilities.

3.13.1.1 BellSouth shall determine, in the exercise of sound engineering judgment, whether or what make-ready work is necessary or possible. In determining whether make-ready work is necessary or the extent to which make-ready work is necessary BellSouth shall endeavor to minimize its costs to Sprint. If it is determined that such make-ready work is required, BellSouth shall provide Sprint with the estimated costs for make-ready work and a Make Ready Due Date. The time frame for providing the estimated costs and due date shall be determined pursuant to 3.7.5.3.

3.13.1.2 Sprint shall be solely responsible for negotiating with persons or entities other than BellSouth for the rearrangement of such persons' or entities' facilities or structures and, except where such rearrangement is for the benefit of BellSouth and/or other licensees as well as Sprint, shall be solely responsible for paying all charges attributable to the rearrangement of such facilities; provided, however, that if facilities rearrangements require new licenses from BellSouth, BellSouth shall issue such licenses in conjunction with the issuance of the applied-for license to Sprint.

3.13.2 Rearrangement of Sprint's Facilities at BellSouth's Request. Sprint acknowledges that, from time to time, it may be necessary or desirable for BellSouth to change out poles, relocate, reconstruct, or modify portions of its conduit system or rearrange facilities contained therein or connected thereto and that such changes may be necessitated by BellSouth's business needs or authorized application of another entity seeking access to BellSouth's poles or conduit systems. Sprint agrees that Sprint will, upon BellSouth's request, and at BellSouth's expense, but at no cost to Sprint, participate with BellSouth (and other licensees) in the relocation, reconstruction, or modification of BellSouth's conduit system or facilities rearrangement. Sprint acknowledges that, from time to time, it may be necessary or desirable for BellSouth to change out poles, relocate, reconstruct, or modify portions of its conduit system or rearrange facilities contained therein or connected thereto as a result of an order by a municipality or other governmental authority. Sprint shall, upon BellSouth's request, participate with BellSouth (and other licensees) in the relocation, reconstruction, or modification of BellSouth's conduit system or facilities rearrangement and pay its proportionate share of any costs of such relocation, reconstruction, or modification that are not reimbursed by such municipality or governmental authority.

3.13.2.1 Sprint shall make all rearrangements of its facilities within such period of time as is jointly deemed reasonable by the parties based on the amount of rearrangements necessary and a desire to minimize chances for service interruption or facility-based service denial to a Sprint customer.

3.13.2.2 If Sprint fails to make the required rearrangements within the time prescribed in 3.13.2.1 preceding or within such extended periods of time as may be granted by BellSouth in writing, BellSouth may perform such rearrangements with written notice to Sprint, and Sprint shall reimburse BellSouth for actual costs and expenses incurred by BellSouth in connection with the rearrangement of Sprint's facilities; provided, however, that nothing contained in this Section or any license issued hereunder shall be construed as requiring Sprint to bear any expenses which, under the Telecommunications Act of 1996 or other applicable federal or state laws or regulations, are to be allocated to persons or entities other than Sprint; and provided further, however, that Sprint shall have no responsibility for rearrangement costs and expenses relating to rearrangements performed for the purpose of meeting BellSouth's business needs.

3.14 **EMERGENCY REPAIRS AND POLE REPLACEMENTS**

3.14.1 Within sixty (60) days after the Effective Date of this Agreement, BellSouth and Sprint shall mutually agree on a non-discriminatory priority

method to access BellSouth poles, conduit and ROW in emergency situations.

3.14.2 Sprint Responsible for Emergency Repairs to its Own Facilities. In general, Sprint shall be responsible for making emergency repairs to its own facilities and for formulating appropriate plans and practices which will enable it to make such emergency repairs. BellSouth shall be under no obligation to perform any repair or service restoration work of any kind with respect to Sprint's facilities.

3.15 **INSPECTION BY BELL SOUTH OF SPRINT'S FACILITIES**

3.15.1 BellSouth's Right to Make Periodic or Spot Inspections. BellSouth shall have the right to make periodic or spot inspections at any time of any part of Sprint's facilities attached to BellSouth's poles, anchors or anchor/guy strands or occupying any BellSouth conduit or duct for the limited purpose of determining whether Sprint's facilities are in compliance with the terms of this Section and licenses hereunder; provided that such inspections must be non-invasive (e.g., no splice cases may be opened).

3.15.1.1 BellSouth will give Sprint advance written notice of such inspections, and Sprint shall have the right to have a representative attend such inspections, except in those instances where safety considerations justify the need for such inspection without the delay of waiting until written notice has been forwarded to Sprint.

3.15.1.2 Such inspections shall be conducted at BellSouth's expense; provided, however, that Sprint shall bear the cost of inspections as delineated in 3.5.12.

3.15.2 **DELETED**

3.15.3 No Duty to Sprint. Neither the act of inspection by BellSouth of Sprint's facilities nor any failure to inspect such facilities shall operate to impose on BellSouth any liability of any kind whatsoever or to relieve Sprint of any responsibility, obligations or liability under this Section or otherwise existing.

3.16 **NOTICE OF NONCOMPLIANCE**

3.16.1 Notice of Noncompliance. If, at any time, BellSouth determines that Sprint's facilities or any part thereof have not been placed or maintained or are not being used in accordance with the requirements of this Attachment 3, BellSouth may send written notice to Sprint specifying the alleged noncompliance. Sprint agrees to acknowledge receipt of the notice as soon as practicable. If Sprint does not dispute BellSouth's

assertion that such facilities are not in compliance, Sprint agrees to provide BellSouth with a schedule for bringing such facilities into compliance, to bring the facilities into compliance within a reasonable time, and to notify BellSouth in writing when the facilities have been brought into compliance.

- 3.16.2 Disputes over Alleged Noncompliance. If Sprint disputes BellSouth's assertion that Sprint's facilities are not in compliance, Sprint shall notify BellSouth in writing of the basis for Sprint's assertion that its facilities are in compliance.
- 3.16.3 Failure to Bring Facilities into Compliance. If Sprint has not brought the facilities into compliance within a reasonable time or provided BellSouth with proof sufficient to persuade BellSouth that BellSouth erred in asserting that the facilities were not in compliance, and if BellSouth determines in good faith that the alleged noncompliance causes or is likely to cause material damage to BellSouth's facilities or those of other users, BellSouth may, at its option and Sprint's expense, take such non-service affecting steps as may be required to bring Sprint's facilities into compliance, including but not limited to correcting any conditions which do not meet the specifications of 3.5 of this Section .
- 3.16.4 Correction of Conditions by BellSouth. If BellSouth elects to bring Sprint's facilities into compliance as provided by 3.16.3 of this Section , the provisions of this Section shall apply.
- 3.16.4.1 BellSouth will, whenever practicable, notify Sprint in writing before performing such work. The written notice shall describe the nature of the work to be performed and BellSouth's schedule for performing the work.
- 3.16.4.2 If Sprint's facilities have become detached or partially detached from supporting racks or wall supports located within a BellSouth manhole, BellSouth may, at Sprint's expense, reattach them but shall not be obligated to do so. If BellSouth does not reattach Sprint's facilities, BellSouth shall endeavor to arrange with Sprint for the reattachment of any facilities affected.
- 3.16.4.3 BellSouth shall, as soon as practicable after performing the work, advise Sprint in writing of the work performed or action taken. Upon receiving such notice, Sprint shall inspect the facilities and take such steps as Sprint may deem necessary to insure that the facilities meet Sprint's performance requirements.
- 3.16.5 Sprint to Bear Expenses. Sprint shall bear all expenses arising out of or in connection with any work performed to bring Sprint's facilities into compliance with this Section; provided, however that nothing contained in

this Section or any license issued hereunder shall be construed as requiring Sprint to bear any expenses which, under applicable federal or state laws or regulations, must be borne by persons or entities other than Sprint. Disputes between the parties concerning charges by BellSouth to Sprint pursuant to 3.16.3 shall be resolved in accordance with the procedures set forth in Section 15 of the General Terms and Conditions of this Agreement.

3.17 UNAUTHORIZED OCCUPANCY OR UTILIZATION OF BELLSOUTH'S FACILITIES

3.17.1 Licensing or Removal of Unauthorized Attachments. If any of Sprint's attachments shall be found attached to pole(s) or occupying conduit systems for which no license is outstanding, BellSouth, without prejudice to its other rights or remedies under this Agreement, including termination of licenses, may impose a charge and require Sprint to submit in writing, within thirty (30) days after receipt of written notification from BellSouth of the unauthorized attachment or conduit occupancy, a pole attachment or conduit occupancy license application. If such application is not received by BellSouth within the specified time period, Sprint may be required at BellSouth's option to remove its unauthorized attachment or occupancy within sixty (60) days of the final date for submitting the required application, or BellSouth may at BellSouth's option remove Sprint's facilities without liability, and the expense of such removal shall be borne by Sprint. Charges for any such unauthorized occupancy shall be equal to the applicable license fees and charges which would have been payable from and after the date such facilities were first placed on BellSouth's poles or in BellSouth's conduit system, if Sprint provides reasonable documentation of such placement. If Sprint is unable to provide such reasonable documentation the matter shall be resolved pursuant to the procedures set forth in Section 15 of the General Terms and Conditions of this Agreement. If BellSouth prevails, then Sprint will pay two years worth of the applicable charges.

3.17.2 DELETED

3.17.2.1 DELETED

3.17.2.2 DELETED

3.17.2.3 Nothing contained in the Agreement or any license issued hereunder shall be construed as requiring Sprint to bear any expenses which, under applicable federal or state laws or regulations, must be borne by persons or entities other than Sprint.

- 3.17.3 Prompt Payment of Applicable Fees and Charges. Fees and charges for pole attachments and conduit system occupancies, as specified herein and as modified from time to time, shall be due and payable immediately whether or not Sprint is permitted to continue the pole attachment or conduit occupancy.
- 3.17.4 No Implied Waiver or Ratification of Unauthorized Use. No act or failure to act by BellSouth with regard to said unlicensed use shall be deemed as a ratification of the unlicensed use; and if any license should be subsequently issued, said license shall not operate retroactively or constitute a waiver by BellSouth of any of its rights or privileges under this Agreement or otherwise; provided, however, that Sprint shall be subject to all liabilities, obligations and responsibilities of this Agreement in regard to said unauthorized use from its inception.

3.17.5 **DELETED**

3.18 **REMOVAL OF SPRINT'S FACILITIES**

- 3.18.1 Pole Attachments. Sprint, at its expense, will remove its attachments from any of BellSouth's poles within thirty (30) days after termination of the license covering such attachments, unless another time period is mutually agreed upon by the parties. If Sprint fails to remove its attachments within such thirty (30) day period, BellSouth shall have the right to remove such attachments at Sprint's expense and without any liability on the part of BellSouth for damage or injury to Sprint's attachments unless caused by the negligence or intentional misconduct of BellSouth. Notwithstanding the foregoing, Sprint shall have no obligation to remove its attachment, where it has previously borne the cost of removing unused or abandoned attachments (whether placed by BST or a third party), and such removal was necessary to prepare the poles for occupancy by Sprint.
- 3.18.2 Conduit Occupancy. Unless another time period is mutually agreed upon by the parties, Sprint, at its expense, will remove its communications facilities from a conduit system within sixty (60) days after:
- 3.18.2.1 Termination of the license covering such conduit occupancy; or
- 3.18.2.2 The date Sprint replaces its existing facilities in one duct with substitute facilities in another duct.
- 3.18.2.3 Notwithstanding the foregoing, Sprint shall have no obligation to remove its facilities where it has previously borne the cost of removing unused or

abandoned facilities (whether placed by BellSouth or a third party), and such removal was necessary to prepare the conduit systems for occupancy by Sprint.

3.18.3 If Sprint fails to remove its facilities within the specified period, BellSouth shall have the right to remove such facilities at Sprint's expense and without any liability on the part of BellSouth for damage or injury to such facilities unless caused by the negligence or intentional misconduct of BellSouth.

3.18.4 Continuing Responsibility for Fees and Charges. Sprint shall remain liable for and pay to BellSouth all fees and charges pursuant to provisions of this Agreement until all of Sprint's facilities are physically removed from BellSouth's poles or conduit system.

3.19 FEES, CHARGES, AND BILLING

3.19.1 DELETED

3.19.2 DELETED

3.19.3 DELETED

3.19.4 DELETED

3.19.5 License Charges. License charges commence on the first day of the calendar month following the date a license is issued. Such charges cease as of the final day of the calendar month preceding the month in which the attachment or occupancy is physically removed or the utilization is discontinued. A one-month minimum charge is applicable to all licenses.

3.19.6 Notice of Rate and Computation of Charges. On or about November 1 of each year, BellSouth will notify Sprint by certified mail, return receipt requested, of the rental rate and pole transfer rate to be applied in the subsequent calendar year. The letter of notification shall be incorporated in, and governed by, the terms and conditions of this Agreement. Attachment and occupancy rates shall be applied to the number of pole(s) and duct feet of conduit for which licenses have been issued before December 1 of each calendar year. Charges for attachment(s) and occupancy which commenced during the preceding twelve (12) month period will be prorated accordingly.

3.20 ADVANCE PAYMENT AND IMPUTATION

3.20.1 DELETED

- 3.20.2 Attachment and Occupancy Fees. Fees for pole attachment and conduit occupancy shall be based on the facilities for which licenses have been issued as of the date of billing by BellSouth, shall be computed as set forth in Part IV of the General Terms and Conditions section of this Agreement and shall be payable annually.
- 3.20.2.1 **DELETED**
- 3.20.2.2 Charges associated with newly licensed attachments or occupancies and other attachments or occupancies of less than the entire annual billing period shall be prorated.
- 3.20.2.3 Charges shall be prorated retroactively in the event of the removal of Sprint's facilities.
- 3.20.3 **DELETED**
- 3.20.3.1 **DELETED**
- 3.20.3.2 **DELETED**
- 3.20.4 The amount of any advance payment required under this Article 3.20 shall be due within sixty (60) days after receipt of an invoice from BellSouth.
- 3.20.5 Imputation. BellSouth shall impute to its costs of providing telecommunications services (and charge any affiliate, subsidiary, or associate company engaged in the provision of such services) an equal amount to the charges set forth in this Section for all of the conduits, ducts, and poles it occupies and uses.
- 3.21 **DELETED**
- 3.21.1 **DELETED**
- 3.21.1.1 **DELETED**
- 3.21.1.2 **DELETED**
- 3.21.1.3 **DELETED**
- 3.21.2 **DELETED**
- 3.21.3 **DELETED**

3.22 **ASSURANCE OF PAYMENT**

3.22.1 In the event Sprint fails to demonstrate credit worthiness, Sprint may be required to furnish a bond, letter of credit or other evidence of financial security having a minimum face amount of \$10,000.00 per state or \$50,000.00 per region. Such bond, letter of credit or other security shall be in a form satisfactory to BellSouth and may be increased from time to time as reasonably required by BellSouth to guarantee the performance of all obligations of Sprint hereunder. The amount of the bond, letter of credit or other security shall not operate as a limitation upon the obligations of Sprint hereunder.

Exhibit I

ADMINISTRATIVE FORMS AND NOTICES

This Exhibit I lists the types of administrative forms to be utilized in connection with this Section .

LIST OF ADMINISTRATIVE FORMS

Authorization for Make-Ready Work
Application and Conduit Occupancy License
Conduit System Diagram
Cable to Occupy Conduit
Equipment Housings to be Placed in manholes
Notification of Surrender or Modification of Conduit
Occupancy License by Licenses
Notifications of Unauthorized Attachments by Applicant
Application and Pole Attachment License
Pole, Anchor and Guy Strand Details
Application and Unused Transmission Media License
Application Survey Data
Notification of Surrender or Modification of Pole
Attachment License by Licenses

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Provisioning and Ordering

1. Network Deployment

- 1.1 BellSouth shall deploy and maintain network facilities in all its serving areas in every LATA from and after the Effective Date of this Agreement as necessary to provide on a timely basis each of the Elements or Combinations thereof, as defined below, that BellSouth is required to offer to Sprint pursuant to this Agreement.
- 1.2 Throughout the term of this Agreement, the quality of the technology, equipment, facilities, processes, and techniques (including, without limitation, such new architecture, equipment, facilities, and interfaces as BellSouth may deploy) that BellSouth provides to Sprint under this Agreement shall be in accordance with standards or other measurements that are at least equal to the highest level that BellSouth provides or is required to provide by law and its own internal procedures.

2. General Provisioning Requirements

- 2.1 **DELETED**
- 2.2 Combinations, consistent with Section 1.A of the General Terms and Conditions of this Agreement, shall be identified and described by Sprint so that they can be ordered and provisioned together and shall not require the enumeration of each Element within that Combination on each provisioning order. Multiple individual Elements may be ordered by Sprint from BellSouth on a single order (either LSR or ASR) encompassing all elements or combinations of elements. Until Electronic Interfaces are in place to meet these requirements, Sprint and BellSouth will use best efforts to develop an interim process by no later than April 1, 1997 to meet these requirements.
- 2.3 **DELETED**
- 2.4 BellSouth shall provide provisioning services to Sprint equal to the provisioning services BellSouth provides to itself during normal business hours. If Sprint requests that BellSouth perform provisioning services at times or on days other than as set forth in the preceding sentence, BellSouth and Sprint shall mutually negotiate such provisioning including time interval and cost.
- 2.5 To ensure that Sprint's Customers have the same ordering experience as BellSouth's Customers:

- 2.5.1 BellSouth shall provide Sprint with the capability to have Sprint's Customer orders input to and accepted by BellSouth's Service Order Systems outside of normal business hours, twenty-four (24) hours a day, seven (7) days a week, the same as BellSouth's Customer orders received outside of normal business orders are input and accepted.
- 2.5.2 Such ordering and provisioning capability shall be provided via an electronic interface, except for scheduled electronic interface downtime. Downtime shall not be scheduled during normal business hours and shall occur during times where systems experience minimum usage.
- 2.5.3 Until the Electronic Interface is available, BellSouth shall provide Local Carrier Service Center (LCSC) and Interexchange Carrier Service Center (ICSC) order entry capability to Sprint.
- 2.6 BellSouth shall provide a Single Point of Contact (SPOC) for all ordering and provisioning contacts and order flow involved in the purchase and provisioning of the BellSouth's unbundled Elements or Combinations. BellSouth's SPOC shall provide to Sprint a toll-free nationwide telephone number (operational from 8:00 a.m. to 5:00 p.m. in the Eastern and Central time zones) which will be answered by capable staff trained to answer questions and resolve problems in connection with the provisioning of Elements or Combinations. The goal is to move to 24 hour per day, seven (7) days per week, 365 days per year as BellSouth's business needs require.
- 2.7 BellSouth will recognize Sprint as the customer of record of all Elements or Combinations ordered by Sprint and will send all notices, invoices and pertinent information directly to Sprint.

3. **Specific Provisioning Process Requirements**

- 3.1 When Sprint orders the Local Switching Elements (either individually or as part of a Combination), Sprint may also obtain all technically available features and functions from the specified BellSouth switch (e.g., BRCS, CLASS, and LASS features).
- 3.2 When requested by Sprint, BellSouth will schedule installation appointments on a non-discriminatory basis with the BellSouth representative on the line with Sprint's representative. When electronic interfaces are available, BellSouth will provide Sprint with access to BellSouth's scheduling system. Prior to Sprint sending BellSouth the first service order, Sprint shall review the procedures that all BellSouth service technicians who provide installation service for Sprint customers shall follow in all of their communications with Sprint customers. At a minimum, the aforementioned procedures shall assume that: (1) BellSouth technicians shall provide installation and repair

service that is at least equal in quality to that provided to BellSouth customers or any other entities; (2) Installation, maintenance and repair shall take place based on a prioritization schedule devised by mutual agreement of the parties; (3) Customers shall be restored to service and shall be installed based on the priority system devised by mutual agreement of the parties on a non-discriminatory basis and (4) through an escalation procedure prioritize installation and repair scheduling of its own customers.

- 3.3 Upon request from Sprint, BellSouth will provide an intercept referral message in Tandem Switching Element that includes any new Sprint telephone number, for the same duration as is provided to BellSouth end-users. This message shall be approved by Sprint and shall be similar in format to the intercept referral messages currently provided by BellSouth for its own end-users.
- 3.4 The Firm Order Confirmation will provide Sprint with the Sprint order number, BellSouth order number, the negotiated service due date, telephone/circuit numbers (as applicable to the service), and the BellSouth service representative name and telephone number. Additional specific data may also be provided, if appropriate.
- 3.5 BellSouth will notify Sprint of completion activity using the same electronic interface used by Sprint to submit the service order request. In addition, when a BellSouth Technician is dispatched to complete the order, the service technician will contact Sprint at the time of completion.
- 3.6 BellSouth will perform pre-service testing as mutually determined by the parties and will provide in writing, or electronically as directed by Sprint, all test and turn-up results in support of the Elements or Combinations ordered by Sprint. BellSouth shall provide these test results to Sprint at the same time BellSouth provides its order-specific Order Completion.
- 3.7 As soon as identified, BellSouth shall notify Sprint via electronic interface, when available, of Rejections/Errors contained in any of the data element(s) fields contained on any Sprint Service Request. In the interim, BellSouth will notify Sprint by telephone or facsimile, as mutually agreed to by the Parties, of such Rejections/Errors.
- 3.8 As soon as identified, BellSouth shall notify Sprint via electronic interface, when available (unless otherwise notified by Sprint) of any instances when BellSouth's Committed Due Dates are in jeopardy of not being met by BellSouth on any element or feature contained in any order for Network Elements or Combinations. BellSouth shall concurrently indicate its new committed due date. In the interim, BellSouth will notify Sprint by telephone or facsimile of such jeopardy, as mutually agreed to by the Parties.

- 3.9 BellSouth will perform testing with Sprint to test Elements and Combinations purchased by Sprint as per Attachment 2, Section 16.1.
- 3.10 **DELETED**
- 3.11 **DELETED**
- 3.12 Sprint, where available, may choose between SCE/SMS AIN Access and SS7 AIN Access as designated on Sprint's provisioning order.
- 3.13 BellSouth shall inform Sprint if a customer action results in reassignment of an AIN trigger from a Sprint AIN application to some other service provider's application. Such notification shall be completed within twenty-four (24) hours of the action via electronic interface as described in the Account Maintenance requirements specified in the Customer Billing section of this Agreement.
- 3.14 BellSouth shall maintain a database containing AIN trigger configuration and other data necessary to allow AIN service and feature interactions to be determined by Sprint. BellSouth shall provide Sprint the capability to make queries on a demand basis to such database. Sprint recognizes certain combinations of triggers cannot be active simultaneously on a directory number. Information regarding such conflicts will be provided to Sprint at the time of request.
- 3.15 BellSouth shall provision AIN triggers as requested by Sprint on its provisioning order. BellSouth will not remove a trigger at the request of an end-user. If an end-user requests removal of a trigger that has been provisioned at the request of Sprint, the end user will be referred to Sprint.

4. **General Ordering Requirements**

- 4.1 Upon Sprint's request through a Suspend/Restore Order, BellSouth shall suspend or restore the functionality of any Network Element or Combination. On a non-discriminatory basis as to other BellSouth customers, BellSouth shall implement any restoration priority on a per Network Element or Combination basis in a manner that conforms with Sprint requested priorities.
- 4.2 BellSouth shall provide to Sprint the functionality of blocking calls (e.g., 700, 900, 976 international calls and any new services of this type individually or in any combination upon request, including bill to third Party and collect calls.) on an individual switching element basis.
- 4.3 When ordering a Local Switching Element, Sprint may order from BellSouth separate interLATA and intraLATA capabilities (i.e., 2 PICs where available).

- 4.4 Unless otherwise directed by Sprint, when Sprint orders an Element or Combination, all pre-assigned trunk or telephone numbers currently associated with that Network Element or Combination shall be retained without loss of feature capability and without loss of associated functions including, but not limited to, Directory Assistance and 911/E911 capability, capability where such features or functions exist.
- 4.5 When Sprint orders Elements or Combinations that are currently interconnected and functional, such Elements and Combinations will remain interconnected and functional without any disconnection or disruption of functionality. This shall be known as Contiguous Network Interconnection of network elements. Notification that a Sprint customer has switched its service from Sprint to another telecommunications provider shall be in accordance with Section 8 of Attachment 7 of this Agreement.

5. **Ordering Interfaces**

- 5.1 BellSouth shall provide real time electronic interfaces ("EI") for transferring and receiving Service Orders and Provisioning data as specified in Section 16.8 of Attachment 2 and in Attachment 15.
- 5.2 BellSouth shall provide real time provisioning data via an Electronic interface as described in item 6.1 of this section. Provisioning data shall include providing Sprint the ability: (i) to obtain information on all features and services available, in end-office where customer is provisioned; (ii) to establish if a service call is needed to install the line or service; (iii) to determine the due date and provide information regarding service dispatch/installation schedule, if applicable; (iv) ability to provide an assigned telephone number; and (v) the ability to obtain a customer profile, including customer name, billing and residence address, billed telephone numbers, and identification of features and services subscribed to by customer as set forth in Attachment 15.
- 5.3 BellSouth shall provide the ability to enter a service order via Electronic Interface as described in Subsection 5.1 of this Attachment . The service order shall provide Sprint the ability to: (i) establish service and order desired features; (ii) establish the appropriate directory listing; and (iii) order intraLATA toll and interLATA toll and/or PIC when applicable in a single, unified order.

6. **BellSouth Provision of Information**

- 6.1 BellSouth shall provide to Sprint with the initial services request:

6.1.1 **DELETED**

6.1.2 **DELETED**

6.1.3 When available with the normal request process, all engineering design and layout information for each network Element and Combination;

6.1.4 A listing of all technically available functionalities for each Element or Combination; and

6.1.5 Advanced information on the details and requirement for planning and implementation of NPA splits.

6.2 **DELETED**

7. **Order Format and Data Elements for Individual Network Elements**

7.1 Sprint may purchase Network Elements either individually or in Combinations. Combinations can be ordered (i) on a case-by-case basis for those Network Elements that are customer specific; or (ii) on a common use basis for those Network Elements that are shared by multiple customers.

7.2 In ordering Network Elements or Combinations, Sprint will utilize standard industry order formats and data elements developed by the Ordering and Billing Forum (OBF). Until such industry standard order formats and data elements are finalized for all Network Elements, Sprint and BellSouth will use best efforts to develop an interim process by no later than April 1, 1997 to meet these requirements. Such interim process will utilize the jointly developed EDI ordering interface, the existing ASR ordering interface, and manual intervention as required.

8. **DELETED**

9. **Performance Requirements**

9.1 Sprint will specify on each order its Desired Due Date (DDD) for completion of that particular order. BellSouth will not complete the order prior to DDD unless early turn-up is needed for testing purposes. BellSouth will notify Sprint if the DDD cannot be met. BellSouth will make best effort to meet the DDD for Network Element requests.

- 9.2 BellSouth and Sprint shall agree upon a minimum interval for the provisioning of each Network Element and appropriate expedite and escalation processes as part of a Workcenter Interface Agreement.

MAINTENANCE

1. BellSouth shall provide repair, maintenance, testing, and surveillance for all Local Services and Unbundled Network Elements and Combinations in accordance with the terms and conditions of this Attachment. BellSouth will provide Sprint with at least the capability to provide a Sprint customer the same experience as BellSouth provides its own customers. The capability provided to Sprint by BellSouth shall be in accordance with standards or other measurements that are at least equal to the level that BellSouth provides or is required to provide by law and its own internal procedures.
2. BellSouth shall use its best efforts in working with Sprint to meet maintenance standards for all Local Services and Unbundled Network Elements and Combinations ordered under this Agreement, as specified in Section 8 of this Attachment. Where applicable to a particular Local Service, an Unbundled Network Element, or Combination, such maintenance standards shall include, without limitation, standards for testing, network management, call gapping, and notification of upgrades as they become available.
3. BellSouth shall cooperate with Sprint through a joint implementation team to establish an Electronic Interface for gateway or automated access by Sprint to BellSouth's maintenance systems and databases in order to allow Sprint maintenance personnel and customer service representatives to perform the following functions for Sprint Customers: (i) enter a new customer trouble ticket into the BellSouth maintenance system for a Sprint Customer; (ii) retrieve and track current status on all Sprint Customer repair tickets; (iii) receive "estimated time to repair" ("ETTR") on a real-time basis; (iv) initiate a technician dispatch; (v) receive timely notification in the event a repair person is unable to be present for, or anticipates missing, a scheduled repair opportunity; (vi) retrieve all applicable time and material charges at the time of ticket closure (itemized by time spent, price of materials used, procedures employed, amounts incurred in each such category, and total by customer, per event); (vii) perform an electronic test at the time of ticket entry and provide test results to Sprint; and (viii) electronic notification when trouble is cleared.
 - 3.1 BellSouth agrees to use its best efforts to develop and implement as soon as is practicable, but no later than the dates specified in Attachment 15, the electronic interface described above into BellSouth's systems in a manner to provide Sprint with the capability to provide a Sprint Customer the same maintenance service as BellSouth provides its own customers.
 - 3.1.1. Until an electronic interface is developed for entering repair tickets directly into BellSouth's maintenance system, BellSouth agrees that Sprint will report troubles directly to the appropriate BellSouth Repair Center.

- 3.1.2. Until the Electronic interface exists, the BellSouth technician will notify Sprint in a timely manner that the dispatch is complete, and quote actual time and material charges. Once the electronic interface exists, it will no longer be necessary for BellSouth to contact Sprint at the completion of the repair.
- 3.1.3. Sprint shall provide BellSouth with a toll free number to be used by BellSouth to contact Sprint for maintenance or repair issues, such as to obtain authorization to perform billable work not already authorized by a service request.
- 3.1.4. Until an electronic interface exists, BellSouth will provide Sprint the ability to obtain the timely status on open maintenance trouble tickets via a single telephone call from Sprint to the BellSouth designated repair center.
- 3.1.5. Until an electronic interface exists, BellSouth agrees that Sprint may transmit repair calls to BellSouth's repair bureau and request dispatching a BellSouth technician to a Sprint customer's premises by telephone. In this interim process, the following standards will apply:
 - 3.1.5.1. BellSouth agrees to provide the status upon Sprint's request, in an expedient manner. Standards for this status notification will be documented on the Workcenter Interface Agreement.
 - 3.1.5.2. Upon request by Sprint, BellSouth agrees to provide the status on open maintenance trouble tickets proactively for Sprint's large business customers. On a non-discriminatory basis as to other BellSouth customers, BellSouth agrees that Sprint's large business customers' trouble reports will be given priority handling as is done with BellSouth's large business customers' trouble reports. This priority handling shall include immediate expedite and proactive escalation procedures. Guidelines for status and priority handling for large business customers will be documented in the Workcenter Interface Agreement.
- 3.1.6. Until an electronic interface exists, BellSouth agrees that Sprint may call BellSouth to verify central office features and functions when reporting trouble. BellSouth agrees to work with Sprint on the initial trouble report to isolate the cause of the trouble and where possible, resolve the feature/function related trouble at that time.
- 3.1.7. BellSouth agrees to advise Sprint of any central office failure or other major service interruptions that are known at the time of any inquiry or trouble report. Working with Sprint, BellSouth agrees to use its best efforts to implement a process within 90 days from the effective date of this Agreement, but no later than August 1, 1997, to provide Sprint with notification, periodic

status and resolution of switch failures or any other major service interruptions.

- 3.1.8. BellSouth agrees to provide, via an electronic interface, an Estimated Time To Repair (ETTR) on all trouble reports, an appointment time or a commitment time, as appropriate.
- 3.1.9. BellSouth agrees to develop, with Sprint's cooperation, a mutually acceptable Workcenter Interface Agreement to document the methods and procedures for the interim interface within 90 days of the effective date of this Agreement.
- 3.2.0. Prior to Sprint sending BellSouth the first service order, Sprint shall review the procedures that all BellSouth service technicians who provide repair service for Sprint Customers shall follow in all their communications with Sprint Customers. At a minimum, the aforementioned procedures shall assume that: (1) BellSouth technicians shall provide repair service that is at least equal in quality to that provided to BellSouth customers or any other entity; (2) installation, maintenance and repair shall take place based on a prioritization schedule devised by mutual agreement of the parties; (3) Customers shall be restored to service and shall be installed based on the priority system devised by mutual agreement of the parties on a non-discriminatory basis; and (4) Sprint may prioritize installation and repair scheduling of its own customers through an escalation procedure.
4. BellSouth shall provide Sprint with the same scheduled and non-scheduled maintenance, including, without limitation, required and recommended maintenance intervals and procedures, for all Local Services, Unbundled Network Elements and Combinations provided to Sprint under this Agreement that it currently provides for the maintenance of its own network. Procedures for scheduled and non-scheduled maintenance will be documented in the Workcenter Interface Agreement.
 - 4.1. BellSouth shall negotiate the release (authorization to interrupt service) of any Unbundled Network Elements or Large Business customers' service with Sprint prior to any scheduled maintenance activity which may impact those services.
 - 4.2. For services provided through resale, BellSouth agrees to provide Sprint with scheduled maintenance for residence and small business customers, consisting of cable throws performed with test sets which prevent the customers from being interrupted during the activity. BellSouth shall monitor individual cutover work to insure that the service is not in use prior to a service cut consistent with BellSouth customer practices. Central Office conversions shall be publicized through the media and will occur after midnight and before 4 a.m., unless Sprint is provided with written notification.

5. **DELETED**
6. **DELETED**
7. On misdirected calls BellSouth and Sprint shall advise customers to contact their Local Service Provider and will provide the customer with the Local Service Provider contact number. BellSouth representatives shall interact with Sprint's customers in an efficient and courteous manner. BellSouth shall be expressly prohibited from engaging in any marketing practices in connection with misdirected calls.
8. BellSouth repair bureau shall conform to the following performance and service quality standards when providing repair and maintenance to Sprint and Sprint Customers under this Agreement:
 - 8.1. If service is provided to Sprint Customers before an Electronic Interface is established between Sprint and BellSouth, Sprint will transmit repair calls to the BellSouth repair bureau by telephone. In such event, the speed of answer time for Sprint will be at least equal to that for BellSouth Customers.
 - 8.2. The BellSouth repair bureau including the Electronic Interface to be established pursuant to Section 3 of this Attachment, shall be on-line and operational twenty-four (24) hours per day, seven (7) days per week except for scheduled electronic interface downtime.
 - 8.3. **DELETED**
 - 8.4. **DELETED**
 - 8.5. BellSouth's response time to emergency network outages shall be as set forth in the Disaster Recovery Plan. Notwithstanding the above, BellSouth's response time shall be at least equal to the response time BellSouth provides to itself and BellSouth's Customers.
 - 8.6. **DELETED**
 - 8.7. **DELETED**
 - 8.8. **DELETED**
 - 8.9. **DELETED**
 - 8.10. BellSouth's repair service centers supporting Sprint as a Reseller will be the same centers that support BellSouth's end users and, therefore, Sprint will be supported by BellSouth personnel with the same level of training or

certification as those supporting BellSouth's end-users. The Sprint ACAC, which supports unbundled network elements excluding BellSouth's port, is certified.

- 8.11. BellSouth will provide the telephone number for the duty supervisor in the repair center as the first point of escalation. In the event that further escalation is necessary, that supervisor will be responsible for contacting the next escalation on behalf of Sprint. At each escalation hand off, BellSouth will provide Sprint with a proactive status report. This person is also responsible for providing the name and telephone number of the next level in the escalation procedure, if requested.

To escalate an unresolved provisioning and maintenance problem that has been previously reported to the repair center, the unresolved problem should be reported to the repair center and a request for status should be made to the responsible technician or first level supervisor. If the repair center is unable to resolve the provisioning or maintenance problem, the repair center will then be responsible for the internal escalation of the unresolved problem.

- 8.12. **DELETED**

- 8.13. Maintenance charges for premises visits by BellSouth technicians shall be billed by Sprint to its Customer, and not by BellSouth. The BellSouth technician shall, (i) contact Sprint for authorization, (ii) provide an estimate of time and materials required, (iii) quote time and charges at the completion of the repair visit, (iv) notify Sprint if a subsequent visit is required. BellSouth will bill maintenance charges for premises visits to Sprint.

- 8.14. When maintenance charges are incurred during premises visits, the BellSouth technician shall present the Customer with a form that is consistent with Section 19 of the General Terms and Conditions of this Agreement detailing the time spent, the materials used, and an indication that the trouble has either been resolved, or that additional work will be necessary, in which case, BellSouth technician shall make an additional appointment with the Customer, if necessary. The BellSouth technician shall obtain the Customer's signature upon said form, and then use the signed form to input maintenance charges into the BellSouth database (accessible by way of the Electronic Interface established pursuant to Section 3 of this Attachment).

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CONNECTIVITY BILLING AND RECORDING

1. **General**

This Section describes the requirements for BellSouth to bill and record all charges Sprint incurs for purchasing Local Services for resale and for Network Elements and Combinations, and to provide Meet Point Billing and Mutual Compensation.

2. **Billable Information And Charges**

BellSouth will bill and record in accordance with this Agreement those charges Sprint incurs as a result of Sprint purchasing from BellSouth Network Elements, Combinations, and Local Services, as set forth in this Agreement. BellSouth will bill charges for interconnection and charges for unbundled network elements, with the exception of the unbundled ports or unbundled port/loop combinations through CABS or in the CABS format. BellSouth will format each bill in CABS or in CABS format in accordance with CABS standards and specifications. As an interim process, the Parties have agreed to specific elements of CRIS billing. Those elements are named in Exhibit A attached hereto and incorporated herein by this reference. Each bill shall set forth the quantity and description of each such Network Element, Combination, or Local Service provided and billed to Sprint. All charges billed to Sprint will indicate the state from which such charges were incurred except in cross boundary state situations. BellSouth shall provide Sprint a listing of the current cross state boundary exchanges.

- 2.1.1 As an interim process, BellSouth will provide Sprint with bills in the CRIS/CLUB format via paper or other mutually agreed upon medium that includes CONNECT:Direct for those services purchased by Sprint for resale and for the billing of the unbundled port and loop/port combination in accordance with the specifications and requirements set forth in Exhibit A to this Attachment for no more than one hundred, eighty (180) days after the Effective Date of this Agreement. After that time, BellSouth shall provide bills using only CABS or the CABS format as outlined in this Agreement.

Sprint and BellSouth will work together in a cooperative effort with the OBF to establish a single billing format and applicable standards. Once the billing standards/format are defined, BellSouth and Sprint will mutually agree when the standards/format will be implemented.

- 2.2 BellSouth shall provide Sprint monthly bills that include all charges incurred by and credits and/or adjustments due to Sprint for those Network Elements, Combination thereof, or Local Services ordered, established, utilized, discontinued or performed pursuant to this Agreement. Each bill provided by BellSouth to Sprint shall include: (1) all non-usage sensitive charges

incurred for the period beginning with the day after the current bill date and extending to, and including, the next bill date; (2) any known unbilled non-usage sensitive charges for prior periods; (3) unbilled usage sensitive charges for the period beginning with the last bill date and extending through the current bill date; (4) any known unbilled usage sensitive charges for prior periods; and (5) any known unbilled adjustments.

- 2.3 With each resale bill, BellSouth will provide customer information sufficient for Sprint to verify the charges. By line number, this information includes, but is not limited to: WTN, BTN, associated USOCs and service descriptions, quantities, charges and totals.
- 2.4 The Bill Date, as defined herein, must be present on each bill transmitted by BellSouth to Sprint, must be a valid calendar date. Bills shall not be rendered for any charges which are incurred under this Agreement as described in 2.5 below. In addition, on each bill where "Jurisdiction" is identified, local and local toll charges shall be identified as "Local" and not as interstate, interstate/interLATA, intrastate, or intrastate/intraLATA. BellSouth will provide from and through dates for charges rendered on all bills. In addition, BellSouth will separately identify business charges from residence charges, as appropriate.
- 2.5 BellSouth shall not provide any connectivity bills to Sprint containing charges for messages delivered any later than three billing periods following the recording date for all usage. In addition, all usage sent to Sprint prior to the bill cut-off date, shall be included on the current month bill. In addition, for all other billed items, including network elements, combinations and non-usage resale charges, BellSouth shall endeavor to provide current billing but under no circumstances shall BellSouth provide any connectivity bill to Sprint containing charges that were incurred more than six (6) months prior to the current bill date. Bill Certification standards and other performance standards (to be negotiated) will further decrease the allowable windows and provide "penalties" for windows that are met, so, these standards will change as mutually agreed upon by the Parties in writing.
- 2.6 BellSouth shall bill Sprint for each Network Element, combination thereof, or Local Service, supplied by BellSouth to Sprint pursuant to this Agreement at the rates set forth in this Agreement. BellSouth will bill Sprint based on the actual charges incurred, provided, however, for those usage based charges where actual charge information is not determinable by BellSouth because the jurisdiction (i.e., interstate, interstate/interLATA, intrastate, intrastate/intraLATA, local) of the traffic is unidentifiable, the Parties will jointly develop a process to determine the appropriate charges. Measurement of usage-based charges shall be in actual conversation seconds. The total conversation seconds per chargeable traffic types will be

totalled for the entire monthly bill cycle and then rounded to the next whole minute.

2.7 DELETED

2.8 Each Party shall provide the other Party, at no additional charge, a contact person for the handling of any billing questions or problems that may arise during the implementation and performance of the terms and conditions of this Attachment. Billing questions subsequent to implementation will be directed to the billing specialist in the Local Carrier Service Center (LCSC) for CRIS billing and through the Interexchange Carrier Service Center (ICSC) for CABS related issues.

3. Meet Point Billing

3.1 Where appropriate for unbundled network elements, Sprint and BellSouth will establish meet-point billing ("MPB") arrangements in accordance with the Meet-Point Billing guidelines adopted by and contained in the OBF's MECAB and MECOD documents, except as modified herein. Both Parties will use their best reasonable efforts, individually and collectively, to maintain provisions in their respective federal and state access tariffs, and/or provisions within the National Exchange Carrier Association ("NECA") Tariff No. 4, or any successor tariff to reflect the MPB arrangements identified in this Agreement, in MECAB and in MECOD.

3.2 Sprint and BellSouth will implement the "Multiple Bill/SingleTariff" option in order to bill any interexchange carrier ("IXC") for that portion of the network elements provided by Sprint or BellSouth. For all traffic carried over the MPB arrangement, Sprint and BellSouth shall bill each other all applicable elements at the rates specified in this Agreement.

3.3 BellSouth shall provide to Sprint the billing name, billing address, and carrier identification code ("CIC") of the IXCs that may utilize any portion of Sprint's network in a Sprint/BellSouth MPB arrangement in order to comply with the MPB Notification process as outlined in the MECAB document. Such information shall be provided to Sprint in the format and via the medium that the Parties agree. If BellSouth does not have a CIC for any IXC that will utilize a portion of Sprint's network in an Sprint/BellSouth MPB arrangement, and for whom BellSouth must supply to Sprint MPB billing information, BellSouth agrees that it will assist such carrier in obtaining a CIC expeditiously. Until such carrier has obtained a CIC, BellSouth will submit BellSouth's CIC on those MPB records provided to Sprint for MPB. BellSouth understands and agrees that it will be solely responsible for obtaining any reimbursements from those carriers who have utilized the jointly provided networks of BellSouth and Sprint.

- 3.4 BellSouth and Sprint agree that in an MPB arrangement where one Party provides local transport and the other Party provides the end office switching, the Party who provides the end office switching is entitled to bill any residual interconnection charges ("RIC") and common carrier line ("CCL") charges associated with the traffic. The Parties further agree that in those MPB situations where one Party sub-tends the other Party's access tandem, the Party providing the access tandem is only entitled to bill the access tandem fee and any associated local transport charges. The Parties also agree that the Party who provides the end office switching is entitled to bill end office switching fees, local transport charges, RIC and CCL charges, as appropriate, and such other applicable charges.
- 3.5 BellSouth and Sprint will record and transmit MPB information in accordance with the standards and in the format set forth in this Attachment. BellSouth and Sprint will coordinate and exchange the billing account reference ("BAR") and billing account cross reference ("BACR") numbers for the MPB arrangements described in this Agreement. Each Party will notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number.
- 3.6 If MPB data is not processed and delivered by either BellSouth or Sprint and sent to the other Party within ten (10) days of their recording and in turn such Party is unable to bill the IXC for the appropriate charges, the Party who failed to deliver the data will be held liable for the amount of the unbillable charges. When the subsequent billing company ("SBC") is the recording company, they shall provide the initial billing company ("IBC") the detail billing records on a weekly basis (within five (5) days). If the IBC is the recording company, detail billing record exchange is not necessary. The IBC shall provide the SBC the summary billing records within ten (10) days from the IBC bill date. The Party who failed to deliver the data will be held liable for the amount of the unbillable charges.
- 3.7 If MPB data is not submitted within ten (10) days of their recording or is not in the proper format as set forth in this Agreement, and if as a result the other Party is delayed in billing the IXC for the appropriate charges it incurs, the delaying Party shall pay the other Party a late MPB data delivery charge which will be the total amount of the delayed charges times the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the date the MPB charges should have been received to and including the date the MPB charge information is actually received.
- 3.8 Errors in MPB data exchanged by the Parties may be discovered by Sprint, BellSouth or the billable IXC. Both Sprint and BellSouth agree to provide the other Party with notification of any discovered errors within two (2) business days of the discovery. The other Party shall correct the error within eight (8)

business days of notification and resubmit the data. In the event the errors cannot be corrected within the time period specified above, the erroneous data may be considered lost. If MPB data is lost due to incorrecable errors or otherwise, the Parties shall follow the procedures set forth in Attachment 7 Customer Usage Data Attachment of this Agreement and compensate the other for the lost MPB billing data.

- 3.9 In the event Sprint purchases from BellSouth Network Elements, or Combination thereof, in a LATA other than the LATA to or from which the MPB services are homed and in which BellSouth operates an access tandem, BellSouth shall, except in instances of capacity limitations, permit and enable Sprint to sub-tend the BellSouth access tandem switch(es) nearest to the Sprint rating point(s) associated with the NPA-NXX(s) to/from which the MPB services are homed. In instances of capacity limitation at a given access tandem switch, Sprint shall be allowed to sub-tend the next-nearest BellSouth access tandem switch in which sufficient capacity is available. The MPB percentages for each new rating point/access tandem pair shall be calculated in accordance with MECAB and MECOD.
- 3.10 Neither Sprint nor BellSouth will charge the other for the services rendered, or for information provided pursuant to Section 4 of this Attachment except those MPB charges specifically set forth herein. Both Parties will provide the other a single point of contact to handle any MPB questions.

4. Collocation

When Sprint collocates with BellSouth in BellSouth's facility as described in this Agreement, capital expenditures (e.g., costs associated with building the "cage"), shall not be included in the bill provided to Sprint pursuant to this Attachment. All such capital expenses shall be given a unique BAN (as defined in Section 7, below) and invoice number. All invoices for capital expenses shall be sent to the location specified by Sprint for payment. All other non-capital recurring collocation expenses shall be billed to Sprint in accordance with this Agreement. The CABS Billing Output Specifications ("BOS") documents provide the guidelines on how to bill the charges associated with collocation. The bill label for those collocation charges shall be entitled "Expanded Interconnection Service." For those nonmechanized bills, the bill label for non-capital recurring collocation expenses shall be entitled "Collocation".

5. Mutual Compensation

- 5.1 The Parties shall bill each other reciprocal compensation in accordance with the standards set forth in this Agreement for Local Traffic terminated to the other Party's customer. Such Local Traffic shall be recorded and transmitted to Sprint and BellSouth in accordance with this Attachment. When a Sprint

Customer originates traffic and Sprint sends it to BellSouth for termination, Sprint will determine whether the traffic is local or intraLATA toll. When a BellSouth Customer originates traffic and BellSouth sends it to Sprint for termination, BellSouth will determine whether the traffic is local or intraLATA toll. Each Party will provide the other with information that will allow it to distinguish local from intraLATA toll traffic. At a minimum, each Party shall utilize NXX's in such a way that the other Party shall be able to distinguish local from intraLATA toll traffic. When Sprint interconnects with BellSouth's network for the purpose of completing local and intraLATA toll traffic, Sprint will, at its option, interconnect at either the tandem or end office switch to complete such calls paying local interconnection rates for its customers' local calls and switched access rates for its customers' intraLATA toll calls. Such interconnection will be ordered as needed by Sprint to complete such local and intraLATA toll calls. Further, the Local Traffic exchanged pursuant to this Attachment shall be measured in billing minutes of use and shall be in actual conversation seconds. The total conversation seconds per chargeable traffic type will be totalled for the entire monthly billing cycle and then rounded to the next whole conversation minute. Reciprocal compensation for the termination of this Local Traffic shall be in accordance with Part IV to this Agreement.

6. Local Number Portability

6.1 DELETED

6.2 When an IXC terminates an interLATA or IntraLATA toll call to a Sprint local exchange customer whose telephone number has been ported from BellSouth, the Parties agree that Sprint shall receive those IXC access charges associated with end office switching, local transport, RIC and CCL, as appropriate. BellSouth shall receive any access tandem fees, dedicated and common transport charges, to the extent provided by BellSouth, and any INP fees (i.e., such as RCF charges) set forth in this Agreement. When a call for which access charges are not applicable is terminated to a Sprint local exchange customer whose telephone number has been ported from BellSouth, and is terminated on Sprint's own switch, the Parties agree that the mutual compensation arrangements described in this Agreement shall apply. If BellSouth is unable to provide the necessary access records to permit Sprint to bill the IXCs directly for terminating access to ported numbers, the parties agree to work cooperatively to develop a surrogate method to approximate the access minutes, and a settlement process with BellSouth to recover those access revenues due it as a co-provider of access services to IXC. During the interim, while the surrogate is being developed, BellSouth will bill the IXC full terminating switched access charges, keep the interconnection charges, tandem switching and a portion of transport, and remit the local switching, a portion of transport and CCL revenues to Sprint. If a BellSouth intraLATA toll call is delivered to Sprint, BellSouth will pay

terminating access rates. This subsection does not apply in cases where SPNP-DID is utilized for number portability.

7. Issuance of Bills - General

- 7.1 BellSouth and Sprint will issue all bills in accordance with the terms and conditions set forth in this Section. BellSouth and Sprint will establish monthly billing dates ("Bill Date") for each Billing Account Number ("BAN"), as further defined in the CABS document or CRIS elements set forth in Exhibit A as appropriate. On bills BellSouth renders to Sprint, BANs shall be 13 character alpha/numeric and there shall only be one BAN per Revenue Accounting Office ("RAO"). The Bill Date shall be the same day month to month for all BANs, except that the 4th, 7th or 13th of each month will not be used as a Bill Date for bills BellSouth renders to Sprint. Sprint will provide one (1) BAN per state and the bill date will be the same day month to month for all BANs. Each BAN shall remain constant from month to month, unless changed as agreed to by the Parties. Each Party shall provide the other Party at least thirty (30) calendar days written notice prior to changing, adding or deleting a BAN. The Parties will provide one billing invoice associated with each BAN. Each invoice must contain an invoice number (which will vary from month to month). The bill date is the only varying invoice number available on the Resale bill. On each bill associated with a BAN, the appropriate invoice number and the charges contained on such invoice must be reflected. All bills must be received by the other Party no later than ten (10) calendar days from Bill Date and at least twenty (20) calendar days prior to the payment due date (as described in this Attachment), whichever is earlier. Any bill received on a Saturday, Sunday or a day designated as a holiday by the Chase Manhattan Bank of New York (or such other bank as Sprint shall specify) will be deemed received the next business day. If either Party fails to receive billing data and information within the time period specified above, the payment due date will be extended by the number of days the bill is late.
- 7.2 BellSouth and Sprint shall issue all CABS bills or bills in CABS format containing such billing data and information in accordance with CABS Version 26.0, Issue 4, or such later versions of CABS as are published by BellCore, or its successor, except that if the Parties enter into a meet-point billing arrangement, such billing data and information shall also conform to the standards set forth in the MECAB document, or such later versions as are adopted by BellCore, or its successor. BellSouth shall be no more than one BOS version behind the currently accepted version for CABS formatted bills. To the extent that there are no CABS or MECAB standards governing the formatting of certain data, such data shall be issued in the format specified by Sprint. Consistent with Section 2.1.1 of this Attachment 6, BellSouth may issue Sprint Resale and unbundled port Connectivity bills in

CRIS/CLUB format as provided herein for no more than one hundred eighty (180) days after the Effective Date of this Agreement.

- 7.3 Within thirty (30) days of finalizing the chosen billing media, each Party will provide to the other Party written notice of which bills are to be deemed the official bills to assist the Parties in resolving any conflicts that may arise between the official bills and other bills received via a different media which purportedly contain the same charges as are on the official bill. Any billing received for a billing period pursuant to any media should contain identical information. To the extent that BellSouth is aware of a discrepancy in the billing media it sends to Sprint, BellSouth shall notify Sprint upon discovery of such discrepancy and at that time will designate which billing media shall be deemed to be the official bill. If either Party requests additional copy(ies) of a bill, such Party shall pay the other Party a reasonable fee per additional bill copy, unless such copy was requested due to loss or destruction due to causes beyond the requesting party's control, errors, omissions, or corrections or the failure of the transmission to comply with the specifications set forth in this Agreement.
- 7.4 When sending bills via electronic transmission, to avoid transmission failures or the receipt of billing information that cannot be processed, the Parties shall provide each other with their respective process specifications. Each Party shall comply with the mutually acceptable billing processing specifications of the other. Sprint and BellSouth shall provide each other reasonable notice if a billing transmission is received that does not meet such Party's specifications or that such Party cannot process. Such transmission shall be corrected and resubmitted to the other Party, at the resubmitting Party's sole expense, in a form that can be processed. The payment due date for such resubmitted transmissions will be twenty (20) days from the date that the transmission is received in a form that can be processed and that meets the specifications set forth in this Attachment.

8. **Electronic Transmissions**

- 8.1 BellSouth and Sprint agree that each Party will transmit billing information and data in the appropriate CABS format electronically via CONNECT:Direct (formerly known as Network Data Mover) to the other Party at the location specified by such Party. The Parties agree that a T1.5 or 56kb circuit to Gateway for CONNECT:Direct is required. Sprint data centers will be responsible for originating the calls for data transmission via switched 56kb or T1.5 lines. If BellSouth has an established CONNECT:Direct link with Sprint, that link can be used for data transmission if the location and applications are the same for the existing link. Otherwise, a new link for data transmission must be established. Any changes to either Party's CONNECT:Direct Node ID must be sent to the other Party no later than

twenty-one (21) calendar days before the changes take effect. Parties agree to exchange information necessary to establish CONNECT:Direct.

8.2 DELETED

9. Tape or Paper Transmissions

- 9.1 In the event either Party does not temporarily have the ability to send or receive data via CONNECT:Direct, that Party will transmit billing information to the other party via magnetic tape or paper, as agreed to by Sprint and BellSouth. Billing information and data contained on magnetic tapes or paper for payment shall be sent to the Parties at the following locations. The Parties acknowledge that all tapes transmitted to the other Party via U.S. Mail or Overnight Delivery and which contain billing data will not be returned to the sending Party.

TO Sprint:

Tape : Resale Bill Transmissions via Overnight Delivery:	Sprint 903 E. 104th Street, Mailstop MOKCMW0501, Kansas City, MO 64131 Attn: Local Resale Bill Manager
Tape : UNE Bills Transmissions via Overnight Delivery:	Sprint Sprint to provide address

Paper: Resale Bill Transmissions via Overnight Delivery:	Sprint 903 E. 104th Street, Mailstop MOKCMW0501, Kansas City, MO 64131 Attn: Local Resale Bill Manager
Paper: UNE Bills Transmissions via Overnight Delivery:	Sprint Sprint to provide

TO BellSouth:

Tape Transmissions:	
	Attn:

Paper Transmissions:	Attn:
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- 9.2 Each Party will adhere to the tape packaging requirements set forth in this subsection. Where magnetic tape shipping containers are transported in freight compartments, adequate magnetic field protection shall be provided by keeping a typical 6-inch distance from any magnetic field generating device (except a magnetron-tape device). The Parties agree that they will only use those shipping containers that contain internal insulation to prevent damage. Each Party will clearly mark on the outside of each shipping container its name, contact and return address. Each Party further agrees that it will not ship any Connectivity Billing tapes in tape canisters.
- 9.3 All billing data transmitted via tape must be provided on a cartridge (cassette) tape and must be of high quality, conform to the Parties' record and label standards, 9-track, odd parity, 6250 BPI, group coded recording mode and extended binary-coded decimal interchange code ("EBCDIC"). Each reel of tape must be 100% tested at 20% or better "clipping" level with full width certification and permanent error free at final inspection. Sprint reserves the right to destroy a tape that has been determined to have unrecoverable errors. Sprint also reserves the right to replace a tape with one of equal or better quality.
- 9.4 Billing data tapes shall have the following record and label standards. The dataset serial number on the first header record of an IBM standard tape label also shall have the following format.

	CABS BOS	
Record Length	225 bytes (fixed length)	
Blocking factor	84 records per block	
Block size	18,900 bytes per block	
Labels	Standard IBM Operating System	

- 9.5 A single 6-digit serial number must appear on the external (flat) surface of the tape for visual identification. This number shall also appear in the "dataset serial number field" of the first header record of the IBM standard tape label. This serial number shall consist of the character "V" followed by the reporting location's four digit Originating Company Code and a numeric character chosen by the sending company. The external and internal label shall be the same. The dataset name shall appear on the flat side of the reel and also in the "data set name field" on the first header record of the IBM

standard tape label. BellSouth's name, address, and contact shall appear on the flat side of the cartridge or reel.

- 9.6 Tape labels shall conform to IBM OS/VS Operating System Standards contained in the IBM Standard Labels Manual (GC26-3795-3). IBM standard labels are 80-character records recorded in EBCDIC, odd parity. The first four characters identify the labels:

Volume 1	Volume label
HDR1 and HDR2	Data set header labels
EOV1 and EOV2	Data set trailer labels (end-of-volume for multi-reel files)
EOF1 and EOF2	Data set trailer labels (end-of-data-set)

The HDR1, EOV1, and EOF1 labels use the same format and the HDR2, EOV2, and EOF2 labels use the same format.

- 9.7 The Standard Volume Label Format (Vol. 1) is described below:

FIELD NAME	CONTENTS
Label Identifier (3 bytes)	The characters "VOL" identify this label as a volume label.
Label Number (1 byte)	The relative position of this label within a set of labels of the same type; it is always a 1 for the IBM standard volume label.
Volume Serial Number (6 bytes)	A unique identification code, normally numeric characters (000001-999999), but may be alphanumeric; if fewer than 6 characters, must be left-justified. This same code should also appear on the external (flat) surface of the volume for visual identification.
Reserved (1 byte)	Reserved for future use - should be recorded as blanks.
VTOC Pointer (10 bytes)	Direct-access volumes only. This field is not used for tape volumes and should be recorded as blanks.
Reserved (10 bytes)	Reserved for future use - should be recorded as blanks.
Owner Name and Address Code(10 bytes)	Indicates a specific customer, person, installation, department, etc., to which the volume belongs. Any code or name is acceptable.
Reserved (29 bytes)	Reserved for future use - should be recorded as blanks.

9.8 The IBM Standard Dataset Label 1 Format (HDR1, EOVI, EOF1) is described below:

FIELD NAME	CONTENTS
Label Identifier (3 bytes)	Three characters that identify the label are: HDR Header label (at the beginning of a dataset) EOV Trailer label (at the end of a tape volume, when the dataset continues on another volume) EOF Trailer label (at the end of a dataset).
Label Number (1 byte)	The relative position of this label within a set of labels of the same type; it is always a 1 for dataset label 1.
Dataset Identifier (17 bytes)	The rightmost 17 bytes of the dataset name (includes GnnnnVnn if the dataset is part of a generation data group). If the dataset name is less than 17 bytes, it is left-justified and the remainder of this field is padded with blanks.
Dataset Serial Number (6 bytes)	The volume serial number of the tape volume containing the dataset. For multi-volume datasets, this field contains the serial number of the first volume of the aggregate created at the same time. The serial number can be any 6 alphanumeric characters, normally numeric (000001-999999). If the number of characters is fewer than 6 characters, the code must be left-justified and followed by blanks.
Volume Sequence Number (4 bytes)	A number (0001-9999) that indicates the order of volume within the multi-volume group created at the same time. This number is always 0001 for a single volume dataset.
Dataset Sequence Number (4 bytes)	A number (0001-9999) that indicates the relative position of the dataset within a multi-dataset group. This number is always 0001 for a single dataset organization.
Generation Number (4 bytes)	If the dataset is part of a generation data group, this field contains a number from 0001 to 9999 indicating the absolute generation number (the first generation is recorded as 0001). If the dataset is not part of a generation data group, this field contains blanks.

FIELD NAME	CONTENTS
Version Number Of Generation (2 bytes)	If the dataset is part of a generation data group, this field a number from 00 to 99 indicating the version number of the generation (the first version is recorded as 00). If the dataset is not part of a generation data group, this field contains blanks.
Creation Date (6 bytes)	Year and day of the year when the dataset was created. The date is shown in the format byydd where: b = blank yy = year(00-99) ddd = day(001-366)
Expiration Date (6 bytes)	Year and day of the year when the dataset may be scratched or overwritten. The data is shown in the format byydd where: b = blank yy = year (00-99) ddd = day (001-366)
Dataset Security (1 byte)	A code number indicating the security status of the dataset is as follows: 0 No password protection 1 Password protection Additional identification of the dataset is required before it can be read, written, or deleted (ignored if volume is RACF-defined) 3 Password protection Additional identification of the dataset is required before it can be read, written, or deleted (ignored if volume is RACF-defined).
Block Count (6 bytes)	This field in the trailer label shows the number of data blocks in the dataset on the current volume. This field in the header label is always zeros (000000).
System Code (13 bytes)	Unique code that identifies the system.
Reserved (7 bytes)	Reserved for future use - should be recorded as blanks.

- 9.9 The IBM Standard Dataset Label 2 Format (HDR2, EOVS, EOF2) always follows dataset label 1 and contains additional information about the associated dataset as described below:

Label Identifier (3 bytes)	Three characters that identify the label are as follows: HDR Header label (at the beginning of a dataset) EOV Trailer label (at the end of a tape volume, when the dataset continues on another volume) EOF Trailer label (at the end of a dataset).
Label Number (1 byte)	The relative position of this label within a set of labels of the same type; it is always a 2 for dataset label 2.
Record Format (1 byte)	An alphabetic character that indicates the format of records in the associated dataset as follows: F Fixed length V Variable length U Undefined length.
Block Length (5 bytes)	A number up to 32760 that indicates the block length, in bytes. Interpretation of the number depends on the following associated record format in Field 3: Format F - Block length (must be a multiple of the logical record length in Field 5) Format V - Maximum block length (including the 4 byte length indicator in the block) Format U - Maximum block length.
Record Length (5 bytes)	A number that indicates the record length, in bytes. Interpretation of the number depends on the following associated record format in Field 3: Format F - Logical record length Format V - Maximum logical record length (including the 4 byte length indicator in the records) Format U - Zeros.
Tape Density (1 byte)	A code indicating the record density of the tape, as follows: Recording Density DEN Value 9-Track Tape 3 1600 (PE) 4 6250 (GCR) PE - is for phase encoded mode GCR - is for group coded recording mode.
Dataset Position (1 byte)	A code, indicating a volume switch, is as follows: 0 - No volume switch has occurred 1 - A volume switch previously occurred.

Job/Job Step (17 bytes)	Identification of the job and job step that created the dataset. The first 8 bytes contain the name of the job, the ninth byte is a slash (/), and the final 8 bytes contain the name of the job step.
Tape Recording Technique (2 bytes)	A code or blanks indicating the tape recording technique used. This field is recorded as blanks for 9-track tape. The only technique available for 9-track tape is odd parity and no translation.
Control Characters (1 byte)	A code indicating whether a control character set was used to create the dataset and the type of control characters used: A Contains ASCII control characters M Contains machine control characters b Contains no control characters.
Reserved (1 byte)	Reserved for future use - should be recorded as blanks.
Block Attribute (1 byte)	A code indicating the block attribute used to create the dataset: B Blocked records S Spanned records R Blocked and spanned records b No blocked and no spanned records.
Reserved (8 bytes)	Bytes 40-42 - reserved for future use -should be blanks. Bytes 43-47 - (3420 tape units only) serial number of creating tape unit. Blank for other units.
Checkpoint Dataset (1 byte)	In VS2-Release 2, this byte contains the identifier character C if the dataset is a checkpoint dataset; the byte is blank if the dataset is not a check point dataset or in other releases of the VS systems.
Reserved (32 bytes)	Reserved for future use - should be recorded as blanks.

10. **Testing Requirements**

10.1 Within thirty (30) days of the execution of this Agreement, BellSouth shall send to Sprint bill data in the appropriate mechanized format (i.e. CABS or CRIS) for testing to ensure that bills can be processed and that bills comply with the requirements of this Attachment 6. After receipt of the test data from BellSouth, Sprint will notify BellSouth if the billing transmission meets Sprint's testing specifications. If the transmission fails to meet Sprint's testing specifications, BellSouth shall make the necessary corrections. At least three (3) sets of testing data must meet Sprint's testing specifications prior to BellSouth sending Sprint a mechanized production bill for the first time via electronic transmission or tape. Thereafter, BellSouth may begin sending

Sprint mechanized production bills on the next Bill Date, or within ten (10) days, whichever is later.

- 10.2 At least thirty (30) days prior to changing mechanized formats (e.g., CABS), BellSouth shall send to Sprint bill data in the appropriate mechanized format for testing to ensure that the bills can be processed and that the bills comply with the requirements of this Attachment. BellSouth agrees that it will not send Sprint bill data in the new mechanized format until such bill data has met the testing specifications as set forth in this subsection. Notification of changes shall be in accordance with Section 24.3.2.3 of the General Terms and Conditions of this Agreement.
- 10.3 BellSouth shall provide to Sprint's Local Resale Billing Manager, located at 903 E. 104th Street, Mailstop: MOPKCMW0501, Kansas City, MO 64131., BellSouth's originating or state level company code so that it may be added to Sprint's internal tables at least thirty (30) calendar days prior to testing or prior to a change in BellSouth's originating or state level company code.
- 10.4 During the testing period, BellSouth shall transmit to Sprint billing data and information via paper transmission. Test tapes shall be sent to Sprint at the same locations as "production" or live files.

Test Tapes:	Sprint 903 E. 104th Street, Mailstop MOKCMW0501, Kansas City, MO 64131 Attn: Local Resale Bill Manager
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11. Additional Requirements

11.1 BellSouth agrees that if it transmits data to Sprint in a mechanized format, BellSouth will also comply with the following specifications which are not contained in CABS guidelines but which are necessary for Sprint to process billing information and data:

- The BAN shall not contain embedded spaces or low values.
- The Bill Date shall not contain spaces or non-numeric values.
- Each bill must contain at least one detail record.
- Any "From" Date should be less than the associated "Thru" Date and neither date can contain spaces.
- The Invoice Number must not have embedded spaces or low values.

11.2 DELETED

12. Bill Accuracy Certification

Within 120 days of the execution of this Agreement, Sprint and BellSouth will agree upon a CRIS billing quality assurance program that will eliminate the need for post-billing reconciliation. Appropriate terms for access to any BellSouth documents, systems, records, and procedures for the billing, recording of charges will be part of that program. In the event the Parties are unable to reach agreement on such a program, the matter will be resolved pursuant to the disputes process provided in Attachment 1.

13. Payment Of Charges

- 13.1 Subject to the terms of this Agreement, Sprint and BellSouth will pay each other within thirty (30) calendar days from the Bill Date, or twenty (20) calendar days from the receipt of the bill, whichever is later. If the payment due date is a Sunday or is a Monday that has been designated a bank holiday by the Chase Manhattan Bank of New York (or such other bank as Sprint specifies), payment will be made the next business day. If the payment due date is a Saturday or is on a Tuesday, Wednesday, Thursday or Friday that has been designated a bank holiday by the Chase Manhattan Bank of New York (or such other bank as Sprint specifies), payment will be made on the preceding business day.
- 13.2 Payments shall be made in U.S. Dollars via electronic funds transfer ("EFT") and/or American Clearinghouse ("ACH") to the other Party's bank account. At least thirty (30) days prior to the first transmission of billing data and information for payment, BellSouth and Sprint shall provide each other the name and address of its bank, its account and routing number and to whom billing payments should be made payable. If such banking information changes, each Party shall provide the other Party at least sixty (60) days written notice of the change and such notice shall include the new banking information. The Parties will render payment via EFT and/or ACH. Sprint will provide BellSouth with one address to which such payments shall be rendered and BellSouth will provide to Sprint with only one address to which such payments shall be rendered. In the event Sprint receives multiple bills from BellSouth which are payable on the same date, Sprint may remit one payment for the sum of all bills payable to BellSouth's bank account specified in this subsection. Each Party shall provide the other Party with a contact person for the handling of billing payment questions or problems.

14. Billing Disputes

- 14.1 Each Party agrees to notify the other Party upon the discovery of a billing dispute. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the Bill Date on which such disputed charges appear. Resolution of the dispute is expected to occur at the first level of management resulting in a recommendation for settlement of the dispute. A mutually agreed upon escalation process will be established for the CRIS resale bill as part of the quality assurance program developed pursuant to Section 12 of this Attachment 6. In the interim, in the event of a

billing dispute that cannot be resolved within the 60-day timeframe, the process described in Exhibit B to this Attachment shall be followed.

- 14.2 If a Party disputes a charge and does not pay such charge by the payment due date, such charges shall be subject to late payment charges as set forth in the Late Payment Charges provision of this Attachment. If a Party disputes charges and the dispute is resolved in favor of such Party, the other Party shall credit the bill of the disputing Party for the amount of the disputed charges along with any late payment charges assessed no later than the second Bill Date after the resolution of the dispute. Accordingly, if a Party disputes charges and the dispute is resolved in favor of the other Party, the disputing Party shall pay the other Party the amount of the disputed charges and any associated late payment charges assessed no later than the second bill payment due date after the resolution of the dispute. In no event, however, shall any late payment charges be assessed on any previously assessed late payment charges.
- 14.2.1 If billing is determined to be in error and Sprint has paid the bill in full and on time, BellSouth will refund the amount of the erroneous billing plus any interest penalty credit to be calculated as set forth in Section 15 of this Attachment.

15. Late Payment Charges

If either Party fails to remit payment for any charges described in this Attachment by the payment due date, or if a payment or any portion of a payment is received by either Party after the payment due date, or if a payment or any portion of a payment is received in funds which are not immediately available to the other Party, then a late payment penalty shall be assessed. The late payment charge shall be calculated based on the portion of the payment not received by the payment date times the lesser of (i) one and one-half percent (1 1/2%) per month or (ii) the highest interest rate (in decimal value) which may be charged by law for commercial transactions, compounded daily for the number of days from the payment date to and including the date that payment is actually made. In no event, however, shall interest be assessed on any previously assessed late payment charges.

16. Adjustments

Subject to the terms of this Attachment, BellSouth will reimburse Sprint for incorrect billing charges; overcharges; Local Services Elements, or any Combination thereof, ordered or requested but not delivered; interrupted Local Services associated with any Element, or combination thereof, ordered or requested; Local Services, Elements, or Combination thereof, of poor quality; and installation problems if caused by BellSouth. Such reimbursements shall be set forth in the appropriate section of the CABS bill pursuant to CABS, standards.

17. Recording of Call Information

17.1 Where Telecommunications Services are being resold or unbundled Network Elements are being utilized, the Parties agree to record call information in accordance with this subsection. To the extent technically feasible, each Party will record and process the usage sensitive call detail information associated with the other Party's local exchange customer. The call records for the charged number shall be provided at a Party's request and shall be formatted pursuant to BellCore standards and the terms and conditions of this Agreement. BellSouth and Sprint agree that they will retain, at each Party's sole expense, copies of all AMA transmitted to the other Party for at least seven (7) calendar days after transmission to the other Party.

17.2 Each Party will provide the other Party with a carrier identification code ("CIC") on each EMR record transmitted to the other Party. If BellSouth does not have a CIC for any local exchange carrier, BellSouth or IXC for whom BellSouth must supply to Sprint billing records or information pursuant to this Attachment, BellSouth agrees that it will assist the local exchange carrier, BellSouth or IC in obtaining a CIC expeditiously. Until the local exchange carrier, BellSouth or IXC has received a CIC, BellSouth agrees that it will submit its CIC to Sprint on those records for billing and payment. BellSouth further agrees that it will then be responsible for obtaining reimbursement for the respective charges from the appropriate carrier. Likewise, if Sprint does not have a CIC for any local exchange carrier, BellSouth or IXC for whom Sprint must supply to BellSouth billing records or information pursuant to this Attachment, Sprint agrees that it will assist the local exchange carrier, BellSouth or IXC in obtaining a CIC expeditiously. Until the local exchange carrier, BellSouth or IXC has received a CIC, Sprint agrees that it will submit its CIC to BellSouth on those records for billing and payment. Sprint further agrees that it will then be responsible for obtaining reimbursement for the respective charges from the appropriate carrier.

17.3 **DELETED**

17.3.1 **DELETED**

17.3.2 **DELETED**

17.3.3 **DELETED**

17.4 The Parties agree that they will provide each other a single person to contact regarding any data exchange problems.

18. DELETED

19. Claims/Adjustments Appearance on Invoice

- 19.1 Resolved claims or disputes would be reflected separately and detailed by item with Sprint's claim memo number on the invoice and be included as an amount credited on the monthly invoice. Claims or disputes still outstanding would also be included on the monthly bill.
- 19.2 **No Netting of Amounts Due/Separation of Types of Billing**
The Parties agree that there shall be no netting of amounts due BellSouth under this agreement with any other amounts due to or from BellSouth related to services provided under separate agreements. Further Resale bills, Access bills and UNE bills will be provided as separate bills with separate amounts due that shall not be netted.

**REQUIREMENTS FOR NON-CABS BILLING
OF
Sprint LOCAL SERVICE RESALE**

Sprint and BellSouth agree to the following requirements for non-CABS billing for Local Service Resale:

- BellSouth will provide a 13 character alpha-numeric Billing Account Number (BAN)
- BellSouth will provide one (1) BAN per Regional Accounting Office (RAO)
- BellSouth will provide one (1) bill cycle for all BANs / RAOs excluding the 4th, 7th and 13th bill cycles
- BellSouth will render the bill within ten (10) days of the bill date
- Sprint will render payment 30 days from the bill date or 20 days from the date the bill is received, whichever is greater
- Sprint will render payment via wire transfer and/or ACH to the existing CABS billing address
- BellSouth will render billing for PIC charges separately
- BellSouth will bill monthly service charges in advance of the bill date
- BellSouth will bill usage charges in arrears of the bill date
- BellSouth will identify all charges by incurred state except in cross boundary situations
- All local billing is considered jurisdiction '5'
- BellSouth will uniquely identify the local billing BANs as Type Of Account 'Q'
- BellSouth will separately identify business and residence charges via 1FB or 1FR
- BellSouth will provide From and Through dates for all local billing

Exhibit B

**BELLSOUTH LOCAL CARRIER SERVICE CENTER (LCSC)
ESCALATION LIST**

LOCAL CARRIER SERVICE CENTER

Telephone Numbers	Office800-872-3116 Local Service Requests, LSR Questions, Billing Inquiries and General Assistance Fax Number800-872-7059 All Forms
Managers	Director Barbara Warren700-451-0853 Manager Paula Murphry700-451-0883
Mailing Address	Local Carrier Service Center (LCSC) BellSouth Room D-20 5147 Peachtree Industrial Boulevard Chamblee, GA 30341
Hours of Operation	8:30 AM to 5:00 PM EST Monday - Friday
Holidays Observed	New Years Day Memorial Day Independence Day Labor Day Thanksgiving Day Christmas Day
Process	The long-term escalation process will be developed as part of the Quality Assurance program outlined in paragraph 12 of this attachment. In the interim, Sprint will escalate any billing discrepancies to the BellSouth LCSC Manager. If resolution is not attained within 30 days, Sprint will escalate the discrepancy to the BellSouth Director. If the billing discrepancy is not resolved within 30 days, Sprint will obtain the name and number

of the next level manager from the BellSouth Director and continue escalating until a resolution is reached.

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PROVISION OF CUSTOMER USAGE DATA

1. Introduction

- 1.1 This Attachment sets forth the terms and conditions for BellSouth's provision of Recorded Usage Data (as defined in this Attachment) to Sprint. At Sprint's request, Recorded Usage Data shall be provided by BellSouth to Sprint when Sprint purchases Network Elements, Combinations, or Local Services from BellSouth.

2. General Requirements for Recorded Usage Data

- 2.1 BellSouth shall provide Sprint with Recorded Usage Data in accordance with this Attachment 7.
- 2.2 **DELETED**
- 2.3 BellSouth shall retain Recorded Usage Data in accordance with applicable law and regulation.
- 2.4 BellSouth will transmit CDRs to Sprint within forty-eight hours of recording.
- 2.5 BellSouth will furnish CDRs to Sprint in the same message data order that the call detail records are processed through BellSouth's billing system. Records may be delivered to Sprint "out of sequence" based on message date due to several factors. BellSouth may process usage from different central offices on different days. A given central office may experience an AMA recording problem which causes the usage for the day to be withheld from processing until corrective action is completed. Also, when Sprint establishes a new resale account, BellSouth will capture any CDRs already on file awaiting billing and send all records beginning with the date the Sprint account is established. Such previously accumulated usage may be delivered out of date sequence, due to exception procedures required to capture and reroute the data.
- 2.6 If BellSouth is aware of a significant amount of Sprint's usage being held, BellSouth shall inform Sprint as soon as it is discovered and keep Sprint apprised of the status as appropriate.

3. Usage Data Specifications

- 3.1 BellSouth will record usage for Sprint Customers in the same manner that it uses to record usage for BellSouth end users, based on the particular

Class of Service and the type of exchange line service involved.
Recorded usage data includes, but is not limited to:

- Completed Calls (billable local and intralata toll carried by BellSouth)
- Use of feature activation's for Call Return, Repeat Dialing, and Usage Sensitive Three Way Calling
- Rated Calls to Information Service Providers reach via BellSouth facilities
- Calls completed via BellSouth provided Operator Services where BellSouth provides such service to Sprint's local service Customer
- For BellSouth provided Centrex Service, Station Level Detail
- Records shall include complete call detail and complete timing information for the type of service involved
- Pay Per Use features
- For flat rate local exchange lines, BellSouth will deliver billable extended area local call details.
- For measured or message exchange line service, BellSouth will deliver all billable local call details.

3.2 BellSouth shall provide to Sprint Recorded Usage Data for Sprint Customers only. BellSouth will not submit other carrier local usage data as part of the Sprint Recorded Usage Data.

3.3 **DELETED**

3.4 **DELETED**

3.5 End user customer usage records and station level detail records shall be in packs in accordance with EMR standards.

4. **Recorded Usage Data Format**

4.1 BellSouth will provide Recorded Usage Data in the EMR format and by category, group and record type, as specified in the Sprint Customer Usage Requirements, ("Data Requirements"), which is attached hereto and incorporated herein as Appendix II which shall be updated periodically by mutual agreement, in writing. BellSouth will provide the usage in accordance with BellCore EMR Standards. BellSouth will accept requests for customization from Sprint via the BFR process.

4.2 BellSouth shall include the Working Telephone Number (WTN) of the call originator on each EMR call record, if appropriate for the type of service involved.

- 4.3 End user customer usage records and station level detail records shall be in packs in accordance with EMR standards.
- 4.4 Sprint requested that BellSouth transmit separate files with unique job names for each state. However, BellSouth transmit files by RAO, RAOs can cross state lines.

BellSouth will create a consolidated single file of usage data for each billing cycle each business day. This Daily Usage File will contain separate packs of data for each BellSouth RAO where Sprint has service arrangements with BellSouth. Each pack will have a unique invoice sequence number based on the From RAO in the pack header.

5. **Recorded Usage Data Reporting Requirements**

- 5.1 BellSouth shall segregate and organize the Recorded Usage Data in accordance with Sprint's instructions.
- 5.2 BellSouth shall provide Recorded Usage Data to one Sprint biller location as designated by Sprint.
- 5.3 BellSouth shall transmit Data Requirements formatted Recorded Usage Data to Sprint via CONNECT:Direct as designated by Sprint. The charge for transmitting the Data Requirements is set forth in Part IV of this Agreement.
- 5.4 Sprint will test and certify the CONNECT:Direct interface to ensure the accurate receipt of Recorded Usage Data. BellSouth shall make any changes necessary to pass the Sprint CONNECT:Direct certification process.
- 5.5 BellSouth shall provide Recorded Usage Data to Sprint on a schedule to be determined by the Parties once a day for each regular business day, five days a week except holidays as designated by Sprint.
- 5.6 BellSouth will establish a single point of contact to respond to Sprint call usage, data error, and record transmission inquiries.
- 5.7 The Recorded Usage Data EMR format, content, and transmission process will be tested as specified by Sprint.
- 5.8 When requested by Sprint for security purposes, BellSouth shall use its best efforts to provide Sprint with Recorded Usage Data within the time frame specified by Sprint. If not available in EMR format, the Recorded Usage Data may be provided in AMA format.

6. **Recording Failures**

6.1 When BellSouth records usage and fails to record messages, regardless of whether Sprint or BellSouth are performing the billing function, BellSouth shall notify Sprint of the amount of estimated Sprint revenue in accordance with Section 6.3. BellSouth shall compensate Sprint for the net loss to Sprint as a result of Sprint's inability to bill for services associated with the recording failure. Net loss shall be defined as the gross revenues to Sprint attributable to the recording failures less the cost of services that BellSouth was unable to bill Sprint and the internal costs Sprint avoided as a result of the recording failure.

6.1.1 BellSouth shall include the amount of unbillable Sprint revenue that is attributable to failures to record, within the monthly billing statement.

6.2 **Lost, Damaged, Destroyed Message Data**

6.2.1 When Sprint message data are lost, damaged, or destroyed as a result of BellSouth error or omission when BellSouth is performing the billing and/or recording function, and the data cannot be recovered or resupplied in time for the time period during which messages can be billed according to legal limitations less thirty (30) days or such other time periods that may be agreed to by the Parties within the limitations of the law, BellSouth shall notify Sprint of the amount of estimated Sprint revenue in accordance with Section 6.3 and BellSouth shall compensate Sprint for this lost revenue.

6.2.2 When Sprint message data are lost, damaged, or destroyed as a result of BellSouth error or omission when Sprint is performing the billing and/or recording function, and the data cannot be recovered or resupplied in time for the time period during which messages can be billed according to legal imitations, or such other time periods that may be agreed to by the Parties within the limitations of the law less thirty (30) days BellSouth shall notify Sprint of the amount of estimated Sprint revenue in accordance with Section 6.3 and BellSouth shall compensate Sprint for this lost revenue.

6.2.3 BellSouth shall notify Sprint in advance of the date of monthly billing statement that shall contain such adjustments. BellSouth shall provide sufficient information to allow Sprint to analyze the data.

6.3 **Recording Quality**

6.3.1 **Material Loss**

BellSouth shall review its daily controls to determine if data has been lost. BellSouth shall use the same procedures to determine a Sprint material loss as it uses for itself. The message threshold used by BellSouth to

determine a material loss of its own messages will also be used to determine a material loss of Sprint messages. When it is known that there has been a loss, actual message and minute volumes should be reported if possible. Where actual data are not available, a full day shall be estimated for the recording entity as outlined in the paragraph below titled Estimating Volumes. The loss is then determined by subtracting recorded data from the estimated total day business.

6.3.2 **Complete Loss**

Estimated message and minute volumes for each loss consisting of an entire/tape or file lost in transit, lost after receipt, degaussed before processing, received blank or unreadable, etc. shall be reported. Also the loss of one or more boxes of operator tickets shall be estimated and reported if applicable.

6.3.3 **Estimated Volumes**

From message and minute volume reports for the entity experiencing the loss, BellSouth shall secure message/minute counts for the corresponding day of the weeks for four (4) weeks preceding the week following that in which the loss occurred. BellSouth shall apply the appropriate Average Revenue Per Message (ARPM) to the estimated message volume to arrive at the estimated lost revenue.

Exceptions:

A. If the day of loss is not a holiday but one (1) (or more) of the preceding corresponding days is a holiday, use an additional number of weeks in order to procure volumes for two (2) non-holidays.

B. If the call or usage data lost represents calls or usage on a weekday which is a holiday (except Christmas and Mothers Day), use volumes from the preceding and following Sunday.

C. If the call or usage data lost represents calls or usage on Mother's Day or Christmas, use volumes from that day in the preceding year (if available).

D. In the selection of corresponding days for use in developing estimates, consideration shall be given to other conditions which may affect call volumes such as tariff changes, weather and local events (conventions, festivals, major sporting events, etc.) in which case the use of other days may be more appropriate.

6.4 **Unbillable Compensation**

- 6.4.1 BellSouth liability for such unbillables shall be limited to instances of error or omission, including but not limited to, the acts or omissions of BellSouth employees, agents and contractors, and the failures of BellSouth hardware, software and other BellSouth equipment. BellSouth's liability to Sprint shall be limited to the net loss to Sprint.
- 6.4.2 The term "unbillable" refers to a message or service that cannot be billed to the correct Sprint customers.
- 6.4.3 BellSouth shall include Unbillables as a result of Recording Failure, or Lost, Damaged, or Destroyed Data on the monthly billing statement.

7. **DELETED**

8. **Local Account Maintenance**

- 8.1 When Sprint purchases Local Service from BellSouth, and, as appropriate, when Sprint purchases certain Unbundled Network Elements, BellSouth shall provide Sprint with Local Account Maintenance as described herein. These procedures are in addition to Service Order procedures set forth in Part I and Attachment 4 to the Agreement.
- 8.2 When notified by a CLEC that a Sprint Customer has switched to CLEC service, BellSouth shall provision the change, and notify Sprint via CONNECT:Direct that the customer has changed to another service provider ("OUTPLOC").
- 8.3 When notified by Sprint that a customer has changed his/her PIC only from one interexchange carrier to another carrier, BellSouth shall provision the PIC only change and convey the confirmation of the PIC change via the work order completion feed.
- 8.4 If notified by an interexchange carrier using an '01' PIC order record that a Sprint Customer has changed his/her PIC only, BellSouth will reject the order and notify that interexchange carrier that a CARE PIC record should be sent to the serving CLEC for processing.

9. **InterCompany, Intra-BellSouth Region Settlements**

- 9.1 The parties agree that intraLATA and local alternatively billed messages shall be billed and revenues retained by the billing party until the implementation of the Non-InterCompany Settlement System ("NICS"). Prior to the implementation of NICS, BellSouth shall not expect any financial compensation from Sprint in the event there are disputes between BellSouth and parties with whom BellSouth has in-region

agreements or other data exchange agreements. Implementation of NICS is expected fourth quarter of 1997.

- 9.2 Subsequent to the implementation of NICS, both parties agree to provide input into NICS that is necessary to produce the appropriate settlement reports. BellSouth agrees to be a party to the NICS contract with the host Regional Bell Operating Company.
- 9.3 Upon implementation of NICS the revenue from the intraLATA and local alternative billed messages belongs to the originating company, which is to be rated at the originating companies rates. For messages that originate and bill within the nine state BellSouth region, the parties agree that upon the implementation of NICS, Sprint will not be required to enter into multiple settlement arrangements with other telecommunication companies hosted by BellSouth.

**APPENDIX I
TO
ATTACHMENT 7 - DELETED**

**APPENDIX II
TO
ATTACHMENT 7**

**CUSTOMER USAGE DATA
TRANSFER REQUIREMENTS**

SECTION I: SCOPE

1. General

This Appendix addresses the transmission by a BellSouth of Sprint Customer usage to Sprint.

2. Usage Summary

Messages will be transmitted, via a direct feed, to Sprint in standard EMR format.

The following is a list of EMR records that Sprint can expect to receive from BellSouth:

Header Record 20-20-01

Trailer Record 20-20-02

Detail Records* 01-01-01, 06, 07, 08, 09, 16, 18, 31, 32, 33, 35, 37, 80, 81, 82, 83

10-01-01, 06, 07, 08, 09, 16, 18, 31, 32, 35, 37, 80, 81, 82, 83

Credit Records 03-01-XX

Rated Credits 41-01-XX

Cancel Records 51-01-XX 58-01-XX (Where the Record Being Cancelled is Unrated.)

Correction Records 71-01-XX

*Category 01 is utilized for Rated Messages; Category 10 is utilized for Unrated Messages

In response to changes in EMR records, BellSouth shall provide at least 90 days notice to Sprint regarding the modifications of or addition of records.

In addition, BellSouth shall provide a 42-50-01 Miscellaneous Charge record to support the Special Features Star Services (see Subappendix F for specific details) if these features are part of BellSouth's offering. For detailed information regarding EMR, refer to the current version of the BellCore Practice BR010-200-010. The Parties shall mutually agree on record types used for all usage and service types.

3. **Appendix Content**

This Appendix describes baseline requirements for the transfer of BellSouth recorded, unrated usage to Sprint. Testing requirements and the reports needed to ensure data integrity are also included. Additional requirements and implementation details may be identified for conditions unique to BellSouth. Modifications and/or exceptions to this Appendix must be negotiated and mutually agreed upon by BellSouth and Sprint.

SECTION II: RECORDED USAGE TO BE TRANSMITTED TO SPRINT

1. **General**

This section addresses the types of usage to be transmitted by BellSouth to Sprint.

2. **Usage To Be Transferred To Sprint**

2.1 **Sprint Usage To Be Transferred**

The following messages recorded by BellSouth are to be transmitted to Sprint. BellSouth recorded usage includes all usage by Sprint Customers.

NOTE: Rated incollect messages should be transmitted via the direct feed and can be intermingled with the unrated messages. No special packing is needed.

2.1.1 For the period beginning upon the execution of this Agreement through November 15, 1996, the Parties agree that if any of the above mentioned messages cannot be rated and/or billed by Sprint, BellSouth will work diligently and in good faith with Sprint to determine the cause of the problem and will work to expeditiously resolve the defect. Upon the execution of this Agreement, BellSouth will provide Sprint with a contact name and number for the resolution of any problems that may arise under this subsection. The Parties further agree that if the number of problems that occur are de minimus, the process described in this subsection may be extended for the time period agreed to by the Parties. BellSouth to provide MIC manager name and number.

2.2 File transfer specifications are included within Section III of this Appendix II.

3. **Sprint Usage**

For all Recorded Usage Data provided by BellSouth to Sprint, such Recorded Usage Data in a local resale environment shall include all intraLATA toll and local usage. BellSouth will provide Sprint with unrated EMR records associated with all intraLATA toll and local usage which they record on Sprint's behalf. Any Category, Group and/or Record types approved in the future for BellSouth will be included if they fall within the definition of local service resale. Sprint shall be given notification of implementation of a new

type within the negotiated timeframes. NOTE: BellSouth messages will be packed using the packing criteria outlined in Section III. 4.8 of this Appendix. It is important to note that all BellSouth messages will be packed together (intermingled) based on the appropriate Sprint Send To/Bill To RAO combination. Specific categories, groups, and record types will not be packed separately.

SECTION III: BELLSOUTH TO SPRINT USAGE FEED

1. **General**

This section contains the information required for BellSouth to transmit to Sprint the usage defined in this Appendix, Section II. This section specifically addresses the dataset requirements and processing.

2. **Detailed EMR Record Edits**

Sprint will perform detailed record edits on the unrated and rated messages upon receipt from BellSouth. See Appendix II, Section II, Paragraph 2.1.1. If an excessive number of records contain errors, Sprint may request re-transmission of the data and BellSouth shall correct and re-transmit accurate data within 24 hours. If BellSouth determines the 24 hour re-transmission of data cannot be met, BellSouth shall notify Sprint immediately and the parties shall agree on an acceptable timeframe.

3. **Duplicate Record Checks**

Sprint will perform record checks on the unrated and rated messages to validate that duplicate messages are not sent by BellSouth to Sprint. At a minimum, BellSouth will compare each CDR to messages from the previous thirty days' cycles to verify that it is not a duplicate.

4. **BellSouth to Sprint Usage Feed**

4.1 **DELETED**

4.2 **Physical Characteristics**

Data transported to Sprint via CONNECT:Direct. The parties will agree upon the necessary information to initiate CONNECT:Direct transmission capabilities.

4.3 **Data Delivery Schedules**

Data will be delivered to Sprint by BellSouth daily (Monday through Friday) unless otherwise negotiated and agreed to in writing by both Parties. Sprint and/or BellSouth Data Center holidays are excluded. BellSouth and Sprint will exchange schedules of designated Data Center holidays prior to Alpha test.

4.4 Resending Data

Sprint will notify BellSouth of resend requirements if a pack or entire dataset must be replaced due to pack rejection, damage in transit, dataset name failure, etc. In the event that data is lost, damaged or destroyed, BellSouth shall reimburse Sprint for revenue consistent with Recording Failures, Attachment 7, Section 6 above.

4.5 Pack Rejection

Critical edit failure on the Pack Header or Pack Trailer records will result in pack rejection (e.g., detail record count not equal to grand total included in the pack trailer). Notification of pack rejection will be made by Sprint within one (1) business day of processing. Rejected packs will be corrected by BellSouth and retransmitted to Sprint by BellSouth within 24 hours. If BellSouth determines the 24 hour re-transmission of data cannot be met, BellSouth shall notify Sprint immediately and the parties shall agree on an acceptable timeframe.

4.6 Held Packs And Messages

Sprint and BellSouth will track pack number to control input based upon invoice sequencing criteria. BellSouth will be notified of sequence failures identified by Sprint and resend procedures are to be invoked if requested by Sprint. If resend procedures are not invoked, BellSouth will ensure that future packs are sequenced in accordance with Sprint's table of invoice numbers, but BellSouth will not resequence any previous data.

4.7 Data Content Requirements

EMR is the format to be used for usage data provided to Sprint.

4.8 RAO Packing Requirements

A pack shall contain a minimum of one message record or a maximum of 9,999 message records plus a pack header record and a pack trailer record. A file transmission contains a maximum of 99 packs. A dataset shall contain a minimum of one pack. BellSouth will provide Sprint one dataset per sending location, with the agreed upon RAO/OCN populated in the Header and Trailer records.

Within the Header and Trailer records, the FROM RAO identifies the location that will be sending usage to Sprint. BellSouth will populate the FROM RAO field with the unique numeric value identifying the location that is sending the data to Sprint. BellSouth will populate the Send To/Bill To RAO fields with the appropriate Sprint RAO values. Also, Pack Header and Trailer will have the OCN appropriately populated.

The FROM RAO, OCN will be used by Sprint to control invoice sequencing and each will have its own invoice controls.

The file's Record Format (RECFM) will be Variable Block (VB) Size 2,476 and the Logical Record Length (LRECL) will be 2,472 bytes.

Sprint has no special sort requirements for the packs sent by BellSouth.

4.9 Dataset Naming Convention

BellSouth will transmit the usage to Sprint using the following dataset naming conventions. The dataset name (DSN) will be partitioned into five nodes, separated by periods as follows:

NODE 1.BB3PXNN*
 NODE 2.IBMUP
 NODE 3 (To be determined during negotiations)
 NODE 4.USAGE

NODE 5.GNNMW* (Generational Dataset to be incremented by sender).
 *The italicized "N" represents numeric fields determined during negotiations.

4.10 Confirmation Record

Sprint shall provide a confirmation record for each pack, using SPRINT defined fields at BellSouth's request. An example of the confirmation record, which may be modified at Sprint's need follows.

Following is a layout of the Confirmation Record that SPRINT will create for each pack. It may be modified as needed by Sprint.

Field Name	Field Position	Field Length	Notes
Category	01-02	x(2)	Value: "RI"
Group	03-04	x(2)	Value: "PC"
Record Type	05-06	x(2)	Value: "03" (i.e., zero-three)
Date Created - Year	07-08	9(2)	
Date Created - Month	09-10	9(2)	
Date Created - Day	11-12	9(2)	

Invoice Number	13-14	9(2)	
Filler	15-16	9(2)	Zeroes
From RAO	17-19	9(3)	
Send To RAO	20-22	9(3)	
Billing RAO	23-25	9(3)	
Operating Company Number	26-29	9(4)	
Filler	30-65	9(36)	
Total Sent Messages	66-72	9(7)	
Total Sent Revenue	73-82	9(8).99	
Number of Accepted Messages	83-89	9(7)	
Amount of Accepted Revenue	90-99	9(8).99	
Filler	100	9(1)	
Number of Rejected Messages	101-107	9(7)	
Amount of Rejected Revenue	108-117	9(8).99	
Filler	118-137	9(20)	Zeroes
Pack Status Code	138-139	9(2)	
Return Code 1	140-141	x(2)	
Return Code 2	142-143	x(2)	
Return Code 3	144-145	x(2)	
Return Code 4	146-147	x(2)	
Return Code 5	148-149	x(2)	

Return Code 6	150-151	x(2)	
Return Code 7	152-153	x(2)	
Return Code 8	154-155	x(2)	
Return Code 9	156-157	x(2)	
Return Code 10	158-159	x(2)	
Filler	160-175	x(16)	Zeroes

SECTION IV: SPRINT PROCESSING REQUIREMENTS

1. **General**

This section contains requirements for Sprint processing of Recorded Usage Data that has been transmitted to Sprint for billing.

2. **Sprint Rating Process**

2.1 **Message Rating**

Sprint will rate any individual messages (as defined in Section II of this Appendix), that have not already been rated by BellSouth, prior to transmitting the usage to a billing environment within Sprint.

2.2 **Application Of Taxes/Fees/Surcharges**

Sprint will apply taxes, fees and surcharges as appropriate for the individual messages and/or customer accounts. The application of all taxes, fees and surcharges will be applied on all intraLATA local and toll usage received from BellSouth.

2.3 **Duplicate Messages**

Sprint has existing duplicate checks as part of their message processing or billing functions. Sprint will perform these checks on the rated/unrated messages sent pursuant to BellSouth duplicate message disposition procedures and reports will be identified by Sprint during negotiations.

2.4 **Record Edits**

2.4.1 **Sprint Record Edits**

See Appendix II, Section II, Paragraph 2.1.1. Sprint will perform detailed record edits on the rated and unrated messages prior to transmitting them to the billing environment. BellSouth will work proactively with Sprint to resolve any error conditions and the prevention of errors.

2.4.2 **BellSouth Record Edits**

If BellSouth has existing detailed record edits for rated and unrated messages, BellSouth is to perform these edits.

See Appendix II, Section II, Paragraph 2.1.1

2.4.3 Sprint To BellSouth Message Returns

See Appendix II, Section II, Paragraph 2.1.1. [At the discretion of Sprint, messages that have been sent to Sprint by BellSouth that cannot be guided to an Sprint billed account or error in processing will be returned to BellSouth with the appropriate negotiated return codes as provided in this Appendix, Section II. 2.1 and Section II. 2.1.1.]

2.4.4 Cancel/Correction Records

Sprint, upon receipt of cancel/correction records, will perform their current matching functionality to identify the original message to be canceled/corrected. (Processing will be dependent upon individual negotiations.)

SECTION V: TEST PLANS AND ACTIVITIES

1. **General**

This section defines BellSouth and Sprint activities which are required prior to implementation. The tests and activities described are necessary to ensure a smooth, accurate and well-programmed conversion. Specific test dates will be identified through the negotiations process.

2. **Interface Testing**

The purpose of this test is to ensure that the usage described in Section II of this Appendix preceding can be sent by BellSouth to Sprint and can be accepted and processed by Sprint. BellSouth will provide a test file to Sprint's designated Regional Processing Center (RPC) in the format that will be used for live day-to-day processing. The file will contain that production Data Usage that Sprint and BST agree upon. The format of the file will conform to the requirements shown in Section III. Sprint will review the file and verify that it conforms to its data center requirements. Sprint will notify BellSouth in writing whether the format is acceptable. Sprint will also provide BellSouth with the agreed-upon control reports as part of this test.

3. **Operational Test**

The purpose of this test is to ensure that volumes of usage in consecutive sequence can be extracted, distributed, and processed by BellSouth and Sprint.

BellSouth is required to provide Sprint with BellSouth recorded, unrated usage (as defined in Section II of this Appendix) for a minimum of five (5) consecutive days. Sprint will provide BellSouth with the message validation reports associated with test usage.

Sprint will rate and process the unrated intraLATA toll and local usage. Sprint will process this data to test bills. Sprint may request that the test usage contain specific usage volumes and characteristics to ensure a complete test. Specific usage volumes and characteristics will be discussed during detailed negotiations. To the extent that Sprint wishes to request specific usage volumes and characteristics for test data, Sprint will need to establish actual accounts with BellSouth, and place test calls to be collected for inclusion in the tests.

4. **Test File**

Test data should be transported via CONNECT:Direct whenever possible. In the event that courier service must be used to transport test media, the physical tape characteristics to be used are described in Subappendix A hereto.

SECTION VI: POST DEPLOYMENT ACTIVITIES

1. **General**

Requirements for ongoing maintenance of the usage feeds between Sprint and BellSouth are described in this section. Included are minimal requirements for day to day control of the regularly scheduled transfer of BellSouth unrated and rated usage data and procedures for introducing and verifying Sprint/BellSouth System Changes.

2. **Control Maintenance And Review**

2.1 **Periodic Review**

Control procedures for all usage transferred between BellSouth and Sprint will require periodic review. This review may be included as part of an annual audit of BellSouth by Sprint or as part of the normal production interface management function. Breakdowns which impact the flow of usage between BellSouth and Sprint must be identified and jointly resolved as they occur. The resolution may include changes to control procedures, as similar problems would be avoided in the future. Any changes to control procedures would need to be mutually agreed upon by Sprint and BellSouth.

2.2 **Retention of Records**

BellSouth shall maintain a machine readable back-up copy of the message detail provided to Sprint for a minimum of forty-five (45) calendar days. Sprint will maintain the message detail received from BellSouth for a minimum period of forty-five (45) calendar days. Designated Sprint personnel will provide these records to BellSouth or its authorized agents upon written request. BellSouth will also provide any data back to Sprint upon their written request.

3. **BellSouth Software Changes**

When BellSouth plans to introduce any software changes which impact the format or content structure of the usage data feed to Sprint, designated BellSouth personnel will notify Sprint no less than one hundred twenty (120) calendar days before such changes are implemented.

BellSouth will communicate the projected changes to the appropriate groups in Sprint so that potential impacts on Sprint processing can be determined.

Sprint personnel will review the impact of the change on the entire control structure as described in Appendix II Section 5, Post Conversion Test Plan, herein. Sprint will negotiate any perceived problems with BellSouth and will arrange to have the data tested utilizing the modified software.

If it is necessary for BellSouth to request changes in the schedule, content or format of usage data transmitted to Sprint, BellSouth will notify Sprint.

3.1 **Sprint Requested Changes**

If it is necessary for Sprint to request changes in the schedule, content, or format of the usage data transmitted from BellSouth, Sprint will notify BellSouth.

When the negotiated changes are to be implemented, Sprint and/or BellSouth will arrange for testing of the modified data as described in Appendix II, Section 5, Post Conversion Test Plan.

4. **Sprint Software Changes**

When Sprint plans to introduce any software changes which may impact the format or content structure of the usage data transmitted from BellSouth, Sprint will notify the designated BellSouth personnel, no less than one hundred twenty (120) calendar days before such changes are implemented.

The Sprint contact will communicate the projected changes to the appropriate groups in BellSouth so that potential impacts on BellSouth processing can be determined.

Sprint will negotiate any perceived problems with BellSouth and will arrange to have the data tested utilizing the modified software.

Altering the one hundred twenty (120) day window for introducing software changes can be negotiated by both companies, dependent upon the scope and impact of the change.

5. **Post-Conversion Test Plan**

The test plan described below is designed to encompass all types of changes to the usage data transferred by BellSouth to Sprint and the methods of transmission for that data.

5.1 **BellSouth System Change Description**

For a BellSouth system change, BellSouth shall provide Sprint with an overall description of the change, stating the objective and a brief explanation of the reasons for the change.

During the initial negotiations regarding the change, BellSouth shall provide a list of the specific records and/or systems impacted by the change to designated Sprint personnel.

Finally, BellSouth shall also provide Sprint a detailed description of the changes to be implemented. It shall include sufficient detail for designated Sprint personnel to analyze and estimate the effects of the changes and to design tests to verify the accuracy of the implementation.

5.2 **Change Negotiations**

Sprint shall be notified in writing of all proposed negotiations initiated by BellSouth. In turn, Sprint will notify BellSouth of proposed change negotiations initiated by Sprint.

After formal notification of planned changes, whether originated by BellSouth or Sprint, designated Sprint personnel will schedule negotiation meetings as required with designated BellSouth personnel. The first meeting should produce the overall change description (if not previously furnished) and the list of records and/or systems affected.

In subsequent meetings, BellSouth shall provide the detailed description of changes to be implemented. After reviewing the described changes, designated Sprint personnel will negotiate a detailed test procedure with BellSouth.

5.3 **Control Change Analysis**

Based on the detailed description of the changes provided by BellSouth, and the review of the projected changes by Sprint, designated Sprint personnel will:

- 5.3.1 Determine the impact of the changes on the overall structure.
- 5.3.2 Determine whether any single change has a potential control impact (i.e., high error rate on individual records that might result in pack rejection);
- 5.3.3 Determine whether any controls might be adversely affected; and

5.3.4 Arrange for appropriate control structure changes to meet any of the above conditions.

5.4 **Verification Of Changes**

5.4.1 Based on the detailed description of changes furnished by BellSouth, designated Sprint personnel will:

5.4.1.1 Determine the type of change(s) to be implemented.

5.4.1.2 Develop a comprehensive test plan.

5.4.1.3 Negotiate scheduling and transfer of modified data with BellSouth.

5.4.1.4 Negotiate testing of modified data with the appropriate Sprint RPC.

5.4.1.5 Negotiate processing of verified data through the Sprint billing system with the RPC.

5.4.1.6 Arrange for review and verification of testing with appropriate Sprint groups.

5.4.1.7 Arrange for review of modified controls, if applicable.

5.5 **Introduction of Changes**

5.5.1 When all the testing requirements have been met and the results reviewed and accepted, designated Sprint personnel will:

5.5.1.1 Negotiate an implementation schedule.

5.5.1.2 Verify the existence of a contingency plan with the appropriate Sprint personnel.

5.5.1.3 Arrange for the follow-up review of changes with appropriate Sprint personnel.

5.5.1.4 Arrange for appropriate changes in control program, if applicable.

5.5.1.5 Arrange for long-term functional review of impact of changes on the Sprint billing system, i.e., accuracy, timeliness, and completeness.

SECTION VII: SUBAPPENDICES

SUMMARY OF SUBAPPENDICES

Subappendix A

Deleted

Subappendix B

DELETED

Subappendix C

DELETED

Subappendix D

DELETED

Subappendix E

DELETED

Subappendix F

Special Features Star Services

SUBAPPENDIX A

DELETED

SUBAPPENDIX B

DELETED

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SUBAPPENDIX C

DELETED

SUBAPPENDIX D

DELETED

SUBAPPENDIX E

DELETED

**SUBAPPENDIX F
SPECIAL FEATURES STAR SERVICES**

The following are STAR Services supported by these Local Resale requirements to date. When identified, additional services can be negotiated to be included in this Resale offer.

- 1) Busy Redial/..... This feature allows a customer to redial a number when a Busy signal is encountered.
Last Number Redial
- 2) Call Return/Missed Call Dialing..... This feature allows a customer to automatically return the most recent incoming call, even if it is not answered.
- 3) Call Trace This feature allows the tracing of nuisance calls.
- 4) 3-Way Calling..... This feature allows for three (3) Parties to communicate on one line.
- 5) Automatic Redial..... This feature allows a customer to automatically redial the last number dialed.

To provide for the transfer and billing of these features the following requirements apply:

For all "per use" STAR Features the 'Miscellaneous Charge Line Summary Non-Detail Charge' 425001 record should be used and be populated as follows:

CONNECT TIME	POSITIONS 55 - 60	MUST BE POPULATED
MISCELLANEOUS TEXT CODE	POSITIONS 168 - 172	1) BUSY REDIAL/LAST NUMBER REDIAL POPULATE WITH '00001'
MISCELLANEOUS *TEXT CODE	POSITIONS 168 - 172	2) CALL RETURN/LAST NUMBER REDIAL POPULATE WITH '00002'
MISCELLANEOUS TEXT CODE	POSITIONS 168 - 172	3) CALL TRACE POPULATE WITH '00003'
MISCELLANEOUS TEXT CODE	POSITIONS 168-172	4) 3-WAY CALLING POPULATE WITH '00004'
MISCELLANEOUS TEXT CODE	POSITIONS 168-172	5) AUTOMATIC REDIAL POPULATE WITH '00005'

NOTE: For fields not specifically defined, the standard EMR format for a 425001 record should be used.

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LOCAL NUMBER PORTABILITY

1. BellSouth Provision of Local Number Portability

BellSouth shall provide number portability in accordance with requirements of the Act. Interim Number Portability (INP) will be provided by BellSouth to Sprint, immediately upon the Effective Date of this Agreement. INP will be provided with minimum impairment of functionality, quality, reliability and convenience to subscribers of Sprint services. BellSouth will provide PNP as soon as it is technically feasible, in conformance with FCC rules and the Act and the Georgia Public Service Commission in Docket No. 5840-U.

1.A Sprint Provision of Local Number Portability

Upon request by BellSouth, Sprint shall provide number portability in accordance with the requirements of the Act. BellSouth and Sprint shall negotiate in good faith Sprint's provisions of INP to BellSouth consistent with BellSouth's actual requirements and Sprint's technical capabilities.

2. Interim Number Portability (INP)

INP shall be provided by Remote Call Forwarding ("RCF"), Route Indexing, or Local Exchange Routing Guide (LERG) reassignment. In addition to providing RCF, BellSouth agrees to provide Route Indexing and LERG reassignment in every local service office. Sprint shall specify on a per telephone number basis which method is to be employed and BellSouth shall provide such method to the extent technically feasible.

2.1 Remote Call Forwarding

Remote Call Forwarding (RCF) is an existing switch-based BellSouth service that may be used to provide subscribers with limited service-provider LNP by redirecting calls within the telephone network. When RCF is used to provide LNP, calls to the ported number will first route to the BellSouth switch to which the ported number was previously assigned. The BellSouth switch will then forward the call to a number with an NXX associated with the Sprint operated switch to which the number is ported. Sprint shall be required to order, additional paths to handle multiple simultaneous calls to the same ported telephone number.

2.2 **Route Indexing**

Route Indexing (RI) may take two forms: Route Index-Portability Hub (RI-PH) or Directory Number-Route Index (DN-RI).

- 2.2.1 RI-PH will route a dialed call to the BellSouth switch associated with the NXX of the dialed number. The BellSouth switch shall then insert a prefix onto the dialed number which identifies how the call is to be routed to Sprint as the local service provider. The prefixed dialed number is transmitted to the BellSouth tandem switch to which Sprint is connected. The prefix is removed by the operation of the tandem switch and the dialed number is routed to Sprint's switch so the routing of the call can be completed by Sprint.
- 2.2.2 DN-RI is a form of RI-PH that requires direct trunking between the BellSouth switch to which the ported number was originally assigned and the Sprint switch to which the number has been ported. The BellSouth switch shall send the originally dialed number to the Sprint switch without a prefix.
- 2.2.3 BellSouth shall provide RI-PH or DN-RI on an individual telephone number basis, as Sprint designates. Where technically feasible, Sprint may designate both methods so that calls to ported numbers are first directed to the Sprint switch over direct trunks but may overflow to tandem trunks if all trunks in the direct group are occupied.
- 2.2.4 For both RI-PH and DN-RI the trunks used may, at Sprint's option, and where technically feasible, be the same as those used for exchange of other local traffic and intraLATA toll traffic with BellSouth. At Sprint's option, the trunks shall employ SS7 or in band signaling.

2.3 **LERG Reassignment**

Portability for an entire NXX: Local Exchange Routing Guide (LERG). reassignment of an entire NXX can be via per occasion agreements among BellSouth, Sprint and the LERG administrators. Updates to translations in the BellSouth switching office from which the telephone number is ported will be made by BellSouth prior to the date on which LERG changes become effective, in order to redirect calls to the Sprint switch via route indexing.

2.4 **Other Interim Portability Provisions**

- 2.4.1 BellSouth shall exchange with Sprint, SS7 TCAP messages as required for the implementation of Custom Local Area Signaling Services (CLASS) or other features available in the BellSouth network.
- 2.4.2 BellSouth shall notify Sprint of any technical or capacity limitations that would prevent use of a requested interim LNP implementation in a particular switching office. BellSouth and Sprint shall cooperate in the process of porting numbers to minimize customer out-of-service time.
- 2.4.2.1 For a coordinated cutover environment (where the loop is being purchased by Sprint as an unbundled network element at the time of INP implementation), BellSouth shall update switch translations, where necessary, as close to the requested time as possible, using best efforts not to exceed thirty (30) minutes after the physical cutover is completed.
- 2.4.2.2 For a non-coordinated cutover environment (where the loop is supplied by Sprint), BellSouth shall schedule a mechanized update of switch translations at the Sprint requested cutover time (frame due time). In the event that Sprint requires a change to the requested cutover time, Sprint shall notify the BellSouth Local Carrier Service Center a minimum of three (3) hours prior to the frame due time to arrange for a new frame due time. BellSouth shall update switch translations where necessary as close to the requested time as possible, using best efforts not to exceed thirty (30) minutes after the physical cutover is completed.
- 2.4.3 Sprint shall have the right to use the existing BellSouth 911 infrastructure for all 911 capabilities. With respect to 911 service associated with ported numbers under INP, BellSouth agrees that all ported directory numbers (DN) will remain in the Public Service Answering Points (PSAP) routing databases. When RCF is used, both the ported numbers and shadow numbers for Sprint ported subscribers shall be stored in PSAP databases. Sprint shall have the right to verify the accuracy of the information in the PSAP databases.
- 2.4.4 BellSouth shall bill and Sprint shall pay the rates set forth in Part IV of this Agreement for INP. Billing and payment shall be in accordance with the applicable terms and conditions set forth in this Rates Agreement.

3. Permanent Number Portability (PNP)

PNP is currently being worked in industry forums. The results of these forums will dictate the industry direction of PNP. BellSouth agrees to implement PNP as directed by the FCC in FCC Docket 95-116 and the appropriate industry forums.

4. **Requirements for INP and PNP**

4.1 **White and Yellow Page Listings**

Pursuant in Section 20 of the General Terms and Conditions of the Agreement, BellSouth shall provide and maintain for Sprint one (1) white page and one (1) yellow page (if applicable) listing for each Sprint subscriber that has ported its number from BellSouth, consistent with that specified for Provisioning in this Agreement. The listing and handling of listed and nonlisted telephone numbers will be at least at parity with that provided by BellSouth to its own subscribers.

4.2 **DELETED**

4.3 **Testing**

BellSouth and Sprint shall cooperate in conducting Sprint's testing to ensure interconnectivity between systems. BellSouth shall inform Sprint of any system updates that may affect the Sprint network and BellSouth shall, at Sprint's request, perform tests to validate the operation of the network. Additional testing requirements may apply as specified by this Agreement.

4.4 **Non-Geographical Numbers**

BellSouth shall not be required to provide number portability for non-geographic services (e.g., 500 and 900 NPAs, and 976 NXX number services) under this Agreement.

4.5 **Engineering and Maintenance**

BellSouth and Sprint will cooperate to ensure that performance of trunking and signaling capacity is engineered and managed at levels which are at least at parity with that provided by BellSouth to its subscribers and to ensure effective maintenance testing through activities such as routine testing practices, network trouble isolation processes and review of operational elements for translations, routing and network fault isolation. Additional specific engineering and maintenance requirements shall apply as specified in this Agreement.

4.6 BellSouth shall provide Sprint with accurate billing and Customer Account Record Exchange data for Sprint subscribers whose numbers have been ported.

4.6.1 **DELETED**

4.6.2 **DELETED**

4.6.3 **DELETED**

4.6.4 **DELETED**

4.7 **Operator Services and Directory Assistance**

With respect to operator services and directory assistance associated with LNP for Sprint subscribers, BellSouth shall provide the following:

4.7.1 While INP is deployed and prior to conversion to PNP:

4.7.1.1 If requested by Sprint, BellSouth shall provide Emergency Interrupt (EI) Trunks to the Sprint End Office for BLV/BLI call requests for lines that terminate at the Sprint End Office.

4.7.1.2 When a BLV/BLI request for a ported number is directed to a BellSouth operator and the query is not successful (i.e., the request yields an abnormal result), the operator shall confirm whether the number has been ported and shall direct the request to the appropriate operator.

4.7.1.3 When a customer chooses Sprint as its local services provider and as a result such customer's number is ported to Sprint, BellSouth shall remove from its Line Information Data Base (LIDB) all existing BellSouth issued Telephone Line Number (TLN)-based card numbers when a customer ports their number to Sprint.

4.7.1.4 BellSouth shall allow Sprint to order provisioning of TLN calling cards and Billed Number Screening (BNS), in its LIDB, for ported numbers, as specified by Sprint. BellSouth shall continue to allow Sprint access to its LIDB. Other LIDB provisions are specified in this Agreement.

4.7.1.5 Where BellSouth has control of directory listings for NXX codes containing ported numbers, BellSouth shall maintain entries for ported numbers as specified by Sprint.

4.7.2 **DELETED**

4.7.2.1 **DELETED**

4.7.2.2 **DELETED**

4.7.2.3 **DELETED**

4.7.2.4 **DELETED**

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NETWORK SECURITY

1. Protection of Service and Property

BellSouth shall exercise the same level of care it provides itself to prevent harm or damage to Sprint, its employees, agents or customers, or their property. BellSouth agrees to take reasonable and prudent steps to ensure the adequate protection of Sprint property located within BellSouth Premises including, but not limited to:

- 1.1 Restricting access to Sprint equipment, support equipment, systems, tools and data, or spaces which, contain or house Sprint equipment enclosures, to Sprint employees and other authorized non-Sprint personnel to the extent necessary to perform their specific job function.
- 1.2 Assuring that the physical security and the means of ingress and admission to spaces that house Sprint equipment or equipment enclosures are equal to or exceed those provided for BellSouth pursuant to BellSouth Admissions Practices.
- 1.3 **DELETED**
- 1.4 **DELETED**
- 1.5 **DELETED**
- 1.6 **DELETED**
- 1.7 Limiting the keys used in its keying systems for spaces which contain or house Sprint equipment or equipment enclosures to its employees and representatives for emergency access only. Sprint shall further have the right to change locks on all spaces where deemed necessary for the protection and security of such spaces. In such an event, Sprint shall provide BellSouth with replacement keys.
- 1.8 Insuring that doors that provide access to Sprint equipment enclosures are equipped to protect against removal of hinge pins.
- 1.9 **DELETED**
- 1.10 **DELETED**
- 1.11 **DELETED**

1.12 Installing controls and logical security:

- to disconnect a user for a pre-determined period of inactivity on authorized ports;
- to protect customer proprietary information; and
- to databases to ensure both ongoing operational and update integrity.
- to assure that all approved system and modem access be secured through security servers and that access to or connection with a network element shall be established through a secure network or security gateway.
- to provide security in accordance with BellSouth BSP008-140-230BT (Design, Development, Maintenance and Administration Security Standards for Network Elements, Network Element Support Systems, and other Computer Systems.)

1.13 **DELETED**

2. **Revenue Protection**

2.1 Where BellSouth services are being resold and where Sprint is using a BellSouth port, Sprint will have the use of all present and future fraud prevention or revenue protection features, including prevention, detection, or control functionality embedded within any of the network elements available to BellSouth. These features include, but are not limited to, screening codes, call blocking of international, 800, 900, and 976 numbers. Sprint and BellSouth will work cooperatively to prevent and research any fraud situation.

2.2 The party causing a provisioning, maintenance or signal network routing error that results in uncollectible or unbillable revenues to the other party shall be liable for the amount of the revenues lost by the party unable to bill or collect the revenues less costs that would have been incurred from gaining such revenues. The process for determining the amount of the liability will be as set forth in Attachment 7, Section 6 of this Agreement.

Uncollectible or unbillable revenues resulting from the accidental or malicious alteration of software underlying Network Elements or their subtending operational support systems by unauthorized third Parties shall be the responsibility of the Party having administrative control of access to said Network Element or operational support system software to the extent such unbillable or uncollectible revenue results from the gross negligence or willful act or omission of the Party having such administrative control.

2.3 BellSouth shall be responsible for any uncollectible or unbillable revenues resulting from the unauthorized physical attachment to loop facilities from the Main Distribution Frame up to and including the Network Interface Device, including clip-on fraud to the extent such unbillable or uncollectible revenue results from the gross negligence or willful act or omission of BellSouth. BellSouth shall provide soft dial tone to allow only the completion of calls to final termination points required by law.

3. **Law Enforcement Interface**

BellSouth shall provide seven day a week/ twenty-four hour a day installation and information retrieval pertaining to traps, assistance involving emergency traces and information retrieval on customer invoked CLASS services, including call traces requested by Sprint Security/Network services. BellSouth shall provide all necessary assistance to facilitate the execution of wiretap or dialed number recorder orders from law enforcement authorities.

ACRONYM	DEFINITION
AAA	American Arbitration Association
ABSBH	Average Busy Season Busy Hour
ACD	Automatic Call Distributor
AIN	Advanced Intelligent Network
ALEC	Alternative Local Exchange Carrier
ALI/DMS	Automatic Location Identification/Data Management Systems
AMA	Automated Message Accounting
ANSI	American National Standards Institute
ARPM	Average Revenue Per Message
ARS	Automatic Route Selection
ARU	Automatic Response Unit
ATIS	Alliance for Telecom Industry Solutions
ATM	Asynchronous Transfer Mode
B	Bearer
BACR	Billing Account Cross Reference
BAN	Billing Account Number
BAR	Billing Account Reference
BICI	Broadband Inter-Carrier Interface
BITS	Building Integrated Timing Supply
BLV	Busy Line Verification
BLV/ELI	Busy Line Verification/Emergency Line Interrupt
BNS	Billed Number Screening
BOC	Bell Operating Company
BOS	Billing Output Specifications
BRI	Basic Rate ISDN
BRCS	Business and Residential Customer Service
C	Network Element Combination
C-DTTA	Combo of Dedicated Transport & Tandem
C-LPLS	Combo of Loop & Local Switching
CABS	Carrier Access Billing Systems
CAMA ANI	Centralized Automatic Message Accounting - Automatic Number Identification
CAP	Competitive Access Provider
CCITT	Consultative Committee on International Telegraph & Telephone
CCL	Common Carrier Line
CCS	Communications Channel Signaling
CCS7	Common Channel Signaling System 7
CCSNIS	Common Channel Signaling Network Interface Specification

CI	Customer Interface
CIC	Carrier Identification Code
CF/B	Call Forward on Busy
CF-B/DA	Call Forward on Busy/Don't Answer
CF/DA	Call Forward Don't Answer
CgPN	Calling Party Number
CLASS	Custom Local Area Signaling Service
CLASS/LASS	Customer Local Area Signaling Services
CLC	Carrier Liaison Committee
CLEC	Competitive Local Exchange Carrier
CLLI	Common Language Location Identifier
CMDS	Centralized Message Distribution System
CMIP	Coded Mark Inversion Protocol
CN	Charge Number
CO	Central Office
CPE	Customer Premises Equipment
CRDD	Customer Requested Due Dates
CSD	Circuit Switched Data
CT	Common Transport
CY	Current Year
D	Data
DA	Directory Assistance
DACS	Digital Access Crossconnect Systems
DB	Database
DB	Service Central Points/Databases
DCC	Data Communications Channel
DCMS	Digital Circuit Multiplication Systems
DCS	Digital Cross-Connect System
DDD	Desired Due Date
DID	Direct Inward Dialing
DLC	Digital Loop Carrier
DLCI	Data Link Connection Identifier
DMOQs	Direct Measures of Quality
DN	Directory Numbers
DN-RI	Directory Number - Route Index
DS-1	Digital Signal Level One
DS-3	Digital Signal Level Three
DSAP	Due Date Support Application
DS0	Digital Signal Level Zero
DSI	Digital Speech Interpolation
DSN	Data Set Name
DSX	Digital Cross Connect
DT	Dedicated Transport

DTMF	Dual-Tone Multi Frequency
DTN	Destination Telephone Number
E	Network Element
E&M	Ear & Mouth Signaling
E-LP	Element Loop
EAMF	Equal Access Multi-Frequency
EBCDIC	Extended Binary-Coded Decimal Interexchange Code
EBI	Electronic Bonding Interface
EDD	Envelope Delay Distortion
EDI	Electronic Data Interchange
EFT	Electronic Fund Transfer
EI	Electronic Interface
EI	Emergency Interrupt
ELI	Emergency Line Interrupt
ERL	Echo Return Loss
EMR	Exchange Message Record
EO	End Office
ERMA	Engineering Records Mark-up and Assignment
ES	Errored Second
ESF	Extended Super Frame
ESL	Essential Service Line
ETTR	Estimated Time to Repair
FCC	Federal Communications Commission
FDI	Feeder Distribution Interface
FN	Fiber Node
FOC	Firm Order Confirmation
FRF	Frame Relay Forum
FUNI	Framebased User to Network Interface
GTT	Global Title Translation
HDBH	High-day Busy Hour
HDT	Host Digital Terminal
HFC	Hybrid Fiber Coax
HFC-HDT	Hybrid Fiber Coax - Host Digital Terminal
IBC	Initial Billing Company
IC/M	Intelligent Loop Concentrator/Multiplexer
ICS	Inter-Company Settlements
ID	Remote Identifiers
IEC	Interexchange Carrier
IECs	Interexchange Carriers
IEEE	Institute of Electrical and Electronic Engineers
IISP	Interim Interswitch Signaling Protocol
ILEC	Incumbent Local Exchange Carrier
IMD	Intermodulation Distortion

INA	Integrated Network Access
INP	Interim Number Portability
IPP	Independent Payphone Provider
ISDN	Integrated Services Digital Network
ISDNUP	Integrated Services Digital Network User Part
ISNI	Intermediate Signal Network Identifier
ISO	International Standardization Organization
ISUP	Integrated Services User Part
ITU	International Telecommunications Union
IVMS	Interswitch Voice Messaging Service
IXC	Interexchange Carriers
LARG	LIDB Access Routing Guide
LASS	Local Area Signaling Services
LATA	Local Access Transport Area
LC	Loop Concentrator/Multiplexor
LCC	Line Class Code
LCSC	Local Carrier Service Center
LD	Loop Distribution
LEC	Local Exchange Carrier
LEC DA	LEC Directory Assistance
LEC SCE	LEC Service Creation Environment
LEC SCP	LEC Service Control Point
LEC SMS	LEC Service Management System
LEC SSP	LEC Service Switching Point
LERG	Local Exchange Routing Guide
LF	Loop Feeder
LGX	Lightguide Cross-Connect
LIDB	Line Information Data Base
LMI	Local Management Interface
LNP	Local Number Portability
LOF	Loss of Frame
LOS	Loss of Signal
LP	Loop
LRECL	Logical Record Length
LRN	Local Routing Number
LS	Local Switching
LSO	Local Serving Office
LSSGR	LATA Switching Systems Generic Requirements
MDF	Main Distribution Frame
MDU	Multiple Dwelling Unit
MDU/BCL	Multiple Dwelling Unit/Business Customer Location
MF	Multi-Frequency
MIB	Management Information Base

MLT	Mechanized Loop Tests
MOP	Methods of Procedure
MOS	Modified Operator Services
MPB	Meet-Point Billing
MR	Modification Request
MRVT	MTP Routing Verification Test
MSAG	Master Street & Address Guide
MTP	Message Transfer Port
MTTR	Mean Time to Repair
MWI	Message Waiting Indicator
NCS	National Communications System
NEBS	Network Equipment Building System
NEC	National Electrical Code
NECA	National Exchange Carrier Association
NESC	National Electrical Safety Code
NGDLC	Next Generation Digital Loop Carrier
NI	Network Interface Device
NID	Network Interface Device
NIU	Network Interface Unit
NMS	Network Management System
NNI	Network to Network Interface
NSEP	National Security Emergency Preparedness
NVT	Network Validation Test
OAM	Operation and Maintenance
OAM&P	Operations Administration Maintenance & Provisioning
OBF	Open & Billing Forum
OC	Optical Carrier
OSHA	Occupational Safety and Health Act
ODS	Optical Distribution
OLI	Originating Line Indicator
OMAP	Operations, Maintenance & Administration Part
OOF	Out-of-Frame
ORT	Operational Readiness Test
OS	Operator Services
OSPS	Operator Services Position System
OSS	Operations Support Systems
OSSGR	Operator Services Systems Generic Requirements
OTS	Operator Transfer Service
PBX	Private Branch Exchange
PDD	Post Dial Delay
PDH	Plesiochronous Digital Hierarchy
PEC	Primary Exchange Carrier
PIC	Primary Interexchange Carrier

PLU	Percent Local Usage
PNP	Permanent Number Portability
POI	Point of Interface
POI	Points of Interconnection
POT	Point of Termination
POTS	Plain Old Telephone Service
PRI	Primary Rate Interface
PSAP	Public Safety Answering Point
PSD	Packet Switched Data
P/SIMS	Products and Services Inventory Management System
PSTN	Public Switched Telecommunications Network
PUC	Public Utilities Commission
RAO	Revenue Accounting Office
RCF	Remote Call Forwarding
RECFM	Record Format
RI	Route Index
RIC	Residual Interconnection Charges
RI-PH	Route Index - Portability Hub
ROW	Right of Way
RPC	Regional Processing Center
RSAG	Regional Street Address Guide
RSM	Remote Switch Module
RT	Remote Terminal
SAG	Street Address Guide
SBC	Subsequent Billing Company
SCCP	Signaling Connection Control Point
SCD	Signal Correlated Distortion
SCE	Service Creation Environment
SCP	Service Control Points
SDH	Synchronous Digital Hierarchy
SECAB	Small Exchange Carrier Access Billing
SES	Severely Errored Second
SFE	Short Failure Event
SL	Signaling Link Transport
SMDI	Standard Message Desk Interface
SMDI-E	Standard Message Desk Interface - Enhanced
SMS	Service Management System
S/N	Signal-to-Noise Ratio
SNMP	Simple Network Management Protocol
SONET	Synchronous Optical Network
SPOC	Single Point of Contact
SPOI	Signaling Point of Interconnection
SRVT	SCCP Routing Verification Test

SS	SS7 Message Transfer & Connection Control
SS7	Signaling System 7
SSP	Switching Services Port
STP	Signaling Transfer Point
STPS	Signaling Transfer Point Switch
STS	Synchronous Transport Signal
SWF-DSI	Switched Functional DS1 Service Capability
T&M	Time & Material
TCAP	Transaction Capabilities Application Port
TDEV	Time Deviation
TDI	Tie Down Information
TELRIC	Total Element Long Run Incremental Cost
THDBH	Ten-High-Day Busy Hour
TIA/EIA	Telecommunications Industries Association/Electronic Industries Association
TLN	Telephone Line Number
TR	Technical Requirements
TS	Tandem Switching
TSG	Trunk Sub-Group
TSGR	Transport System Generic Requirements
TSLRIC	Total Service Long Run Incremental Cost
TSP	Telecommunications Services Priority
UI	Unit Intervals
UNI	User to Network Interface
VB	Variable Block
VCI	Virtual Channel Identifier
VF	Voice Frequency
WDM	Wavelength Division Multiplex
WTN	Working Telephone Number

"Act" means the Telecommunications Act of 1996.

"Advanced Intelligent Network (AIN)" is a network functionality that permits specific conditions to be programmed into a switch which, when met, directs the switch to suspend call processing and to receive special instructions for further call handling instructions in order to enable carriers to offer advanced features and services.

"Affiliate" is as defined in the Act.

"Agreement" has the meaning set forth in Section 1 of the General Terms and Conditions.

"AMA" means the Automated Message Accounting structure inherent in switch technology that initially records telecommunication message information. AMA format is contained in the Automated Message Accounting document, published by Bellcore as GR-1100-CORE which defines the industry standard for message recording.

"Ancillary Functions" has the meaning set forth in Part 3 of the General Terms and Conditions.

"Applicable Law" is as defined in Section 22.6 of the General Terms and Conditions.

"As Defined in the Act" means as specifically defined by the Act and as interpreted in the duly authorized rules and regulations of the FCC or Commission.

"Automatic Location Identification/Data Management System (ALI/DMS)" means the emergency services (E911/911) database containing customer location information (including name, address, telephone number, and sometimes special information from the local service provider) used to determine to which Public Safety Answering Point ("PSAP") to route the call.

"Automatic Route Selection (ARS)" is a service feature that provides for automatic selection of the least expensive or most appropriate transmission facility for each call based on criteria programmed into the system.

"Bellcore" means Bell Communications Research, Inc.

"BellSouth" has the meaning set forth in the preface.

"BellSouth Customers" means any business or residence customer for BellSouth services.

"Bill and Keep" is a reciprocal compensation arrangement whereby the compensation that one company offers to another for the completion of its calls is the agreement to complete the other company's calls in a like manner.

"BLV/BLI (Busy Line Verify/Busy Line Interrupt) Traffic" or "BLV/BLI Call" means an operator call in which the end user inquires as to the busy status of, or requests an interruption of, a call on an Exchange Service.

"Bona Fide Request" has the meaning ascribed to such term in Attachment 14.

"CABS" means the Carrier Access Billing System which is contained in a document prepared under the direction of the Billing Committee of the OBF. The Carrier Access Billing System document is published by Bellcore in Volumes 1, 1A, 2, 3, 3A, 4 and 5 as Special Reports SR-OPT-001868, SR-OPT-001869, SR-OPT-001871, SR-OPT-001872, SR-OPT-001873, SR-OPT-001874, and SR-OPT-001875, respectively, and contains the recommended guidelines for the billing of access and other connectivity services.

"CENTREX" means a Telecommunications Service that uses central office switching equipment for call routing to handle direct dialing of calls, and to provide many private branch exchange-like features and includes BellSouth's ESSX®, MultiServe®, Prestige® services.

"CLASS (Custom Local Area Signaling Service) and Custom Features" means a grouping of optional enhancements to basic local exchange service that offers special call handling features to residential and single-line business customers (e.g., call waiting, call forwarding and automatic redial).

"Claim" has the meaning ascribed to such term in Section 10.4 of the General Terms and Conditions.

"Collocation" has the meaning set forth in Attachment 3, Section 2.1.

"Combinations" consist of multiple Network Elements that are logically related to enable Sprint to provide service in a geographic area or to a specific customer and that are placed on the same order by Sprint.

"Commission" means State Commission as Defined in the Act.

"Common Transport" has the meaning set forth in Attachment 2, Section 9.1.

"Conduit" has the meaning set forth in Attachment 3, Section 3.

"Confidential Information" means confidential or proprietary technical or business information given by the Discloser to the Recipient and further defined in Section 18.1 of the General Terms and Conditions.

"Contract Year" means a twelve (12) month period during the term of the contract commencing on the Effective Date and each anniversary thereof.

"Cooperative Testing" has the meaning set forth in Attachment 2, Section 16.1.1.

"CRIS/CLUB" means Customer Record Information System/Customer Local Usage Billing.

"Customer Proprietary Network Information (CPNI)" is as defined in the Act.

"Customer Usage Data" means the local Telecommunications Services usage data of a Sprint Customer, measured in minutes, sub-minute increments, message units, or otherwise, that is recorded by BellSouth and forwarded to Sprint.

"Dark Fiber" has the meaning set forth in Attachment 2, Section 15.1.1.

"Databases" has the meaning set forth in Attachment 2, Section 13.1.1

"Dedicated Transport" has the meaning set forth in Attachment 2, Section 10.1.1.

"Defaulting Party" is a Party in breach of a material term or condition of the Agreement.

"Digital Cross-Connect System" has the meaning set forth in Attachment 2, Sections 10.5.1.1 and 10.5.1.2.

"Directory Listings" has the meaning set forth in Section 20.1 of the General Terms and Conditions.

"Directory Assistance Service" has the meaning set forth in Attachment 2, Section 8.3.

"Discloser" means that Party to this Agreement which has disclosed Confidential Information to the other Party.

"Distribution Media" has the meaning set forth in Attachment 2.

"Effective Date" is the date indicated in the Preface on which the Agreement shall become effective.

"EMR" means the Exchange Message Record System used among LECs for exchanging telecommunications message information for billable, non-billable, sample, settlement and study data. EMR format is contained in BR-010-200-010 CRIS Exchange Message Record, published by Bellcore and which defines the industry standard for exchange message records.

"Environmental Hazard" means (1) a release, discharge, leak, spill or disposal (collectively referred to hereafter as "release") of HAZARDOUS MATERIALS has occurred on premises or property that is related to the performance of this Agreement and that such affected material or media is demonstrated through applicable or appropriate testing method to require remediation or removal as determined by all laws, ordinances, statutes, codes, rules, regulations, orders and decrees of the United States, the state, county, city or any other political subdivision in which the release has occurred, and any other political subdivision, agency or instrumentality exercising jurisdiction over the release, including any applicable federal and state case law and common law interpreting any of the foregoing or 2) any event involving, or exposure to, HAZARDOUS MATERIALS which poses risks to human health, safety or the environment (including, without limitation, indoor or outdoor environment(s) and is regulated under any applicable laws or regulations as described in (1).

"Enhanced White Pages" means optional features available for White Pages Directory listings (e.g., bold, all capitals, additional line of text, indented).

"Enhanced Yellow Pages" means optional features available for Yellow Pages Directory listings (e.g., red type, bold, all capitals, additional line of text, indented).

"E911 Service" is a method of routing 911 calls to a PSAP that uses customer location data in the ALI/DMS to determine the PSAP to which a call should be routed.

"Filing" has the meaning set forth in Section 9.2 of the General Terms and Conditions.

"Follow-on Agreement" has the meaning set forth in Section 2.2 of the General Terms and Conditions.

"Governmental Authority" means any federal, state, local, foreign or international court, government, department, Commission, board, bureau, agency, official, or other regulatory, administrative, legislative or judicial authority with jurisdiction.

"Hazardous Materials" means any hazardous or toxic substance, material or waste listed in the United States Department of Transportation HAZARDOUS MATERIALS Table at 49 CFR 172.101; any hazardous substance listed by the Environmental Protection Agency (EPA) under the Comprehensive Environmental, Response,

Compensation, and Liability Act (CERCLA), 42 U.S.C. §§ 9601 et. seq., as amended, and found at 40 CFR Part 302; any hazardous waste listed under the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. §§ 6901 et. seq., as amended, and found at 40 CFR Part 261; any toxic substance regulated by the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et. seq., as amended; any insecticide, fungicide, or rodenticide regulated by the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §§ 136 et. seq.; and the following specified substances or materials, that may or may not be regulated by the above: (1) asbestos or asbestos-containing materials; (2) petroleum or petroleum-based or derived products or by-products; (3) polychlorinated biphenyls (PCBs); and (4) radon.

"Interconnection" is as described in the Act and refers to the linking of two or more telecommunications networks for the purpose of terminating local telephone calls.

"Interim Number Portability (INP)" is as described in the Act and means the delivery of LNP capabilities, from a customer standpoint in terms of call completion, with as little impairment of functioning, quality, reliability, and convenience as possible and from a carrier standpoint in terms of compensation, through the use of existing and available call routing, forwarding, and addressing capabilities.

"Line Information Data Base(s) (LIDB)" means one or all, as the context may require, of the Line Information Databases owned individually by ILECs and other entities which provide, among other things, calling card validation functionality for telephone line number cards issued by ILECs and other entities. A LIDB also contains validation data for collect and third number-billed calls, which include billed number screening.

"Local Exchange Carrier" is as defined in the Act.

"Local Number Portability (LNP)" means Interim Number Portability (INP) or Permanent Number Portability (PNP).

"Local Number Portability Database" supplies routing numbers for calls involving numbers that have been ported from one local service provider to another and is further defined in Attachment 2, Section 13.3.1.

"Local Service" has the meaning set forth in Section 1 of the General Terms and Conditions.

"Local Switching" has the meaning set forth in Attachment 2, Section 7.1.

"Local Traffic" means any telephone call that originates and terminates in the same LATA and is billed by the originating Party as a local call, including any call terminating in an exchange outside of BellSouth's service area with respect to which

BellSouth has a local interconnection agreement with an independent LEC, with which Sprint is not directly interconnected.

"Loop" or "Loop Combination" has the meaning set forth in Attachment 2, Section 2.1.1.

"Loop Concentrator/Multiplexer" has the meaning set forth in Attachment 2, Section 5.1.

"Loop Distribution" has the meaning set forth in Attachment 2, Section 4.

"Loop Feeder" has the meaning set forth in Attachment 2, Section 6.1.1.

"MECAB" means the Multiple Exchange Carrier Access Billing document prepared under the direction the Billing Committee of the OBF. The Multiple Exchange Carrier Access Billing document, published by Bellcore as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of access and other connectivity services provided by two or more LECs (including LECs and CLECs), or by one LEC or CLEC in two or more states within a single LATA.

"MECOD" means the Multiple Exchange Carriers Ordering and Design (MECOD) Guidelines for Access Services- Industry Support Interface, a document developed under the auspices of the Billing Committee of the OBF. The MECOD document, published by Bellcore as Special Report SR STS-002643, establishes recommended guidelines for processing orders for access and other connectivity services which is to be provided by two or more LECs (including LECs and CLECs), or by one LEC or CLEC in two or more states within a single LATA.

"Network Element" is as defined in the Act.

"Network Interface Device" has the meaning set forth in Attachment 2, Section 4.1.1.1.

"911 Service" means a universal telephone number which gives the public direct access to the PSAP. Basic 911 service collects 911 calls from one or more local exchange switches that serve a geographic area. The calls are then sent to the correct authority designated to receive such calls.

"OBF" means the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS).

"Operator Systems" has the meaning set forth in Part I, Section 30.9.5.

"OUTPLOC" is as described in Section 28.6.22 of Part I of the Agreement.

"Parties" means Sprint and BellSouth.

"Permanent Number Portability (PNP)" means the use of the Local Routing Number (LRN) database solution to provide fully transparent LNP for all customers and all providers without limitation.

"Pole Attachment" has the meaning set forth in Attachment 3.

"Premises" is as defined in the Act.

"Public Safety Answering Point (PSAP)" means the designated agency to which calls to E911/911 services are routed.

"Real Time" means the actual time in which an event takes place, with the reporting on or the recording of the event practically simultaneous with its occurrence.

"Recipient" means that Party to this Agreement to which Confidential Information has been disclosed by the other Party.

"Recorded Usage Data" has the meaning set forth in Attachment 7, Section 3.1.

"Release" means any release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, dispersal, leaching, or migration, including without limitation, the movement of Environmental Hazards through or in the air, soil, surface water or groundwater, or any action or omission that causes Environmental Hazards to spread or become more toxic or more expensive to investigate or remediate.

"Retail Rates" means the lowest prices that BellSouth actually charges its customers.

"Rights of Way (ROW)" has the meaning set forth in Attachment 3.

"RLEC" The terms Regional Local Exchange Company ("RLEC"), Local Exchange Company ("LEC"), and Incumbent Local Exchange ("ILEC") are used interchangeably throughout this Agreement.

"SECAB" means the Small Exchange Carrier Access Billing document prepared by the Billing Committee of the OBF. The Small Exchange Carrier Access Billing document, published by Bellcore as Special Report SR OPT - 001856, contains the recommended guidelines for the billing of access and other connectivity services.

"Served Premises" means collectively, the Sprint designated locations to which Sprint orders Network Elements, Ancillary Functions or Combinations.

"Service Control Point" has the meaning set forth in Attachment 2, Section 13.1.2.

"Services and Elements" means collectively Local Services, Network Elements, Combinations, Ancillary Functions, and Additional Features.

"Service Order" means the placement of an order for Services or Elements.

"Signaling Link Transport" has the meaning set forth in Attachment 2, Section 11.1.

"Signaling Transfer Points" has the meaning set forth in Attachment 2, Section 12.1.

"Sprint" has the meaning set forth in the Preface.

"Sprint Customer" means any business or residential customer for Sprint services.

"SS7 Network Interconnection" has the meaning set forth in Attachment 2.

"Synchronization" has the meaning set forth in Attachment 2, Section 16.4.1.

"Tandem Switching" has the meaning set forth in Attachment 2, 14.1.

"Telephone Relay Service" provides to speech and hearing-impaired callers a service that enables callers to type a message into a telephone set equipped with a keypad and message screen and to have a line operator read the message to a recipient and to relay message recipients' response to the speech or hearing-impaired caller.

"Voluntary Federal Customer Financial Assistance Programs" are Telecommunications Services provided to low-income subscribers, pursuant to requirements established by the appropriate state regulatory body.

"Waste" means all hazardous and non-hazardous substances and materials which are intended to be discarded, scrapped, or recycled, associated with activities Sprint or BellSouth or their respective contractors or agents perform at Work Locations. It shall be presumed that all substances or materials associated with such activities, that are not in use or incorporated into structures (including without limitation damaged components or tools, leftovers, containers, garbage, scrap, residues or byproducts), except for substances and materials that Sprint, BellSouth or their respective contractors or agents intend to use in their original form in connection with similar activities, are Waste. "Waste" shall not include substances,

materials or components incorporated into structures (such as cable routes) even after such components or structure are no longer in current use.

"Work Locations" means any real estate that BellSouth owns, leases or licenses or in which it holds easements or other rights to use, or does use, in connection with this Agreement.

PERFORMANCE MEASUREMENT

Reserved for future use.

Reserved for future use.

BONA FIDE REQUEST PROCESS

- 1.0 Bona Fide Requests are to be used when Sprint requests a change to any Services and Elements provided hereunder, including features, capabilities, or functionality.
- 1.1 A Bona Fide Request shall be submitted in writing by Sprint and shall specifically identify the required service date, technical requirements, space requirements and/or such specifications that clearly define the request such that BellSouth has sufficient information to analyze and prepare a response. Such a request also shall include Sprint's designation of the request as being (i) pursuant to the Telecommunications Act of 1996 or (ii) pursuant to the needs of the business.
- 1.2 Although not expected to do so, Sprint may cancel, without penalty, a Bona Fide Request in writing at any time. BellSouth will then cease analysis of the request.
- 1.3 Within two (2) business days of its receipt, BellSouth shall acknowledge in writing, the receipt of the Bona Fide Request and identify a single point of contact and any additional information needed to process the request.
- 1.4 Except under extraordinary circumstances, within thirty (30) days of its receipt of a Bona Fide Request, BellSouth shall provide to Sprint a preliminary analysis of the Bona Fide Request. The preliminary analysis will include BellSouth's proposed price (plus or minus 25 percent) and state whether BellSouth can meet Sprint's requirements, the requested availability date, or, if BellSouth cannot meet such date, provide an alternative proposed date together with a detailed explanation as to why BellSouth is not able to meet Sprint's requested availability date. BellSouth also shall indicate in this analysis its agreement or disagreement with Sprint's designation of the request as being pursuant to the Act or pursuant to the needs of the business. If BellSouth does not agree with Sprint's designation, it may utilize the procedures set forth in Section 15 of the General Terms and Conditions of this Agreement. In no event, however, shall any such dispute delay BellSouth's processing of the request. If BellSouth determines that it is not able to provide Sprint with a preliminary analysis with thirty (30) days of BellSouth's receipt of a Bona Fide Need request, BellSouth will inform Sprint as soon as practicable. Sprint and BellSouth will then determine a mutually agreeable date for receipt of the preliminary analysis.
- 1.5 As soon as possible, but in no event more than ninety (90) days after receipt of the request, BellSouth shall provide Sprint with a firm Bona Fide Request

quote which will include, at a minimum, the firm availability date, the applicable rates and the installation intervals, and a binding price quote.

- 1.6 Unless Sprint agrees otherwise, all proposed prices shall be the pricing principles of this Agreement, in accordance with the Act, and any applicable FCC and Commission rules and regulations. Payments for services purchased under a Bona Fide Request will be made as specified in this Agreement, unless otherwise agreed to by Sprint.
- 1.7 Within thirty (30) days after receiving the firm Bona Fide Request quote from BellSouth, Sprint will notify BellSouth in writing of its acceptance or rejection of BellSouth's proposal. If at any time an agreement cannot be reached as to the terms and conditions or price of the request, or if BellSouth responds that it cannot or will not offer the requested item in the Bona Fide Request and Sprint deems the item essential to its business operations, and deems BellSouth's position to be inconsistent with the Act, FCC or Commission regulations and/or the requirements of this Agreement, the dispute may be resolved pursuant to Section 15 of the General Terms and Conditions of this Agreement.

**INTERFACE REQUIREMENTS FOR ORDERING AND PROVISIONING,
MAINTENANCE AND REPAIR AND PRE-ORDERING**

1. **Purpose**
 - 1.1 This Attachment 15 sets forth the interface requirements for ordering and provisioning, maintenance and repair and pre-ordering, where SPRINT provides service to its customers through resale of Local Services or through the use of unbundled Network Elements and Combinations.
 - 1.2 For all Local Services, Network Elements and Combinations ordered under this Agreement, BellSouth will provide SPRINT and its customers ordering and provisioning, maintenance, and repair and pre-ordering services within the same level and quality of service available to BellSouth, its Affiliates, and its customers.
 - 1.3 **DELETED**
2. **Use of Standards**
 - 2.1 As described below, SPRINT and BellSouth agree to implement each interface based upon existing and evolving industry standards. The Parties shall transition the electronic interfaces to industry standards as those standards become available.
 - 2.2 **DELETED**
3. **Reimbursement**
 - 3.1 Reimbursement for operational interfaces shall be as determined by the appropriate regulatory agency as set forth in Part IV.
4. **Interim Interfaces**
 - 4.1 The Parties have agreed upon certain interim interfaces to support Local Services, Network Elements and Combinations including:
 - Ordering and Provisioning
 - Maintenance and Repair
 - Pre-Ordering
 - Address Validation
 - Service Feature Availability

Telephone Number Assignment
Appointment Scheduling
Customer Service Record Requests

- 4.2 The interim interfaces for Ordering and Provisioning for Local Services include an 1 Electronic Data Interchange (EDI) Interface based on mutually agreed upon specifications. BellSouth agrees to share information regarding such 2 EDI interfaces, solicit SPRINT's comments, and as appropriate incorporate such comments into subsequent joint testing and implementation of the interface. BellSouth is engaged in the integration of this EDI feed into a Mechanized Service Order Generation System. Errors, rejects, jeopardy notices, and in-process provisioning status reports are provided through a combination of telephone calls and facsimile exchanges.
- 4.3 For Loop and Transport Unbundled Network Elements, the interim interfaces utilize BellSouth's Access Service Request (ASR) process with manual intervention as required, including the ordering of:
- CCS-SS7 Signaling Connections/Access Links
 - Line Information DataBase (LIDB) - Validation Service
 - 800 Access Ten Digit Screening
 - Local Interconnection/Trunking Arrangements
 - Operator Services - Directory Assistance and Toll & Assistance
 - Unbundled Exchange Access Loop
- 4.4 The interim interfaces for Maintenance and Repair include:
- a) telephonic exchanges between SPRINT and BellSouth maintenance and repair work center personnel; and
 - b) the use of BellSouth's TAFI interface for Plain Old Telephone Service (POTS) when available.

These will be used to accomplish the functions desired to be obtainable over the interface described in Section 5 following.

- 4.5 The interim interfaces for Pre-Ordering are as follows:

Address Validation - on-line Local Area Network to Local Area Network connectivity to BellSouth's Regional Street Address Guide.

Service/Feature Availability - file transfer download of BellSouth's Products/Services Inventory Management System files via the Network Data Mover Network using CONNECT:direct.

Telephone Number Assignment - request for and file transfer download of blocks of numbers reserved for SPRINT's use via the Network Data Mover Network using CONNECT: direct.

Appointment Scheduling - paper standard interval guidelines.

Customer Service Record Requests - BellSouth agrees to provide Customer Service Records upon request from Sprint. These records will be provided to Sprint via facsimile or other mutually agreed upon methods that have been reviewed by the CUC and approved by the Commission.

- 4.5.1 SPRINT acknowledges that BellSouth is developing additional interim interfaces that provide the capability to perform Pre-Ordering via an electronic interface using web technology. SPRINT reserves the right to review specifications for such interfaces as they become available, and the right to elect to use any such interface it deems operationally and economically viable.
- 4.6 BellSouth and Sprint agree to work together to implement separate electronic communication interfaces for pre-ordering, ordering and provisioning, and maintenance and repair that will replace these interim interfaces with the electronic interfaces described in Sections 5, 6, and 7 of this Attachment. For purposes of this Attachment electronic communication interface defines a machine-to-machine or application-to-application interface and excludes an interface that provides a presentation for manual entry.
- 4.6.1 As described below in Section 9, the Parties will establish a project plan and a Joint Implementation Agreement for each interface. The parties shall agree on specifications for a Sprint-specific proprietary pre-ordering electronic interface on or before August 1, 1997, with implementation on or before March 31, 1998. Such specifications shall be based upon the draft Sprint architecture and protocol specifications submitted in April, 1997. The parties agree that any change to the architecture and protocol specifications may require the implementation date to be renegotiated.

The Parties shall agree on specifications for an Ordering and Provisioning electronic interface utilizing EDI specifications as mutually agreed upon by the Parties on or before April 30, 1997, with implementation on or before August 30, 1997. The Parties shall agree on specifications based upon section 6 of this Attachment for a maintenance and repair electronic interface on or before December 31, 1997, with implementation on or before September 30, 1998. The dates set forth above shall govern implementation of the electronic interfaces unless a later date is mutually agreed upon by the Parties. Change control procedures will be established to provide for consideration of enhancements to standards which become available during the development cycle for an interface.

- 4.7 The Parties further agree to work collaboratively within the industry to establish and conform to uniform industry standards for electronic interfaces for ordering and provisioning, maintenance and repair and pre-ordering. Neither Party waives any of its rights as participants in industry forums in the implementation of the standards.

5. **Electronic Interfaces for Ordering and Provisioning**

5.1 Local Service Resale

- 5.1.1 The exchange of information relating to the ordering and provisioning of Local Service, when SPRINT is the customer of record for the resold service(s), will be based upon the most current interpretations of the American National Standards Institute (ANSI) Accredited Standards Committee (ASC) X12 Standards as documented by the Service Order Subcommittee (SOSC) of the Telecommunications Industry Forum/Electronic Data Interchange (TCIF/EDI) committee.

- 5.1.2 The information exchange will be forms-based, using Local Service Request (LSR) Form, End User Information Form, and the Resale Service Form developed by the OBF. The SOSC interpretations of the 850, 860, 855, 864, 865, and 997 transactions, in accordance with the OBF forms, will be used to convey, when available and where applicable, all the necessary data to connect, modify or disconnect Local Services of BellSouth that SPRINT resells, including the capability to establish directory listings and perform service suspension, denial and restoral. In the absence of SOSC interpretations of the 850, 860, 855, 864, 854, and 997 transactions, both Parties agree to use the mutually defined EDI mappings.

- 5.1.3 If the EDI translator of BellSouth detects a syntax error(s), BellSouth will reject the order using the 997 transaction, identifying the type of syntax error(s) and indicate to SPRINT that the entire order must be resubmitted. If BellSouth detects that agreed upon data is missing or incorrect, subsequent to the EDI translator processing, BellSouth will reject the SPRINT order and indicate the need for SPRINT to resubmit the order. BellSouth agrees to develop an acceptable X.12 EDI transaction type for identifying and advising SPRINT of missing or incorrect data.
- 5.1.4 SPRINT and BellSouth will use an X.400 message standard, until it is replaced with a transaction-based protocol, and a mutually agreeable X.25 or TCP/IP based transport network for exchange of transactions. SPRINT and BellSouth will translate ordering and provisioning requests originating in their internal processes into the agreed upon forms and EDI transactions.
- 5.1.5 Both Parties agree to complete the defined translations, establish a query-response cycle time commitment, including but not limited to order rejection and firm order confirmation, and proceed to systems readiness testing, as more fully described in Section 7, that will result in a fully operational interface for resale of Local Service pursuant to Section 4.6.2 of this Attachment.
- 5.1.6 SPRINT and BellSouth agree to adapt the interface based on evolving standards. To the extent changes to SOSC implementation guidelines affect local service ordering, the Parties agree to use best efforts to implement such changes, including testing of changes introduced, within 7 months of the publication date of the TCIF/SOSC guidelines. This preceding target implementation obligation may be modified by mutual agreement.
- 5.2 Unbundled Network Elements
- 5.2.1 SPRINT and BellSouth will use two types of orders, an infrastructure Provisioning order and a Customer Specific Provisioning order, to establish local service capabilities based upon Unbundled Network Element architecture. The Infrastructure Provisioning order notifies BellSouth of the common use Network Elements and Combinations that SPRINT will require. For services covered in BellSouth's "OLEC-to BellSouth Facility-Based" guide, this notification will occur through use of an ASR. BellSouth will make periodic updates to the OLEC guide to reflect UNEs that are found to be technically feasible by the appropriate

regulatory agency. For services not covered in BellSouth's "OLEC-to-BellSouth Facility-Based" guide, this notification will occur through use of an Infrastructure Footprint Form. The Infrastructure Footprint Form, when applicable, and the associated ASR forms (Local Switching, Interoffice Transport, Signaling and Database, Operator Services and DA) order the Network Elements and Combinations used in common (across SPRINT retail customers) and identify the geographic area SPRINT expects to serve through the Network Elements and Combinations ordered. SPRINT and BellSouth may mutually agree to use an alternative format for exchange of Footprint Order related information, provided that the same information content is delivered.

- 5.2.2 For services not covered in BellSouth's "OLEC-to-BellSouth Facility-Based" guide, BellSouth will accept the Infrastructure/Footprint Form developed by SPRINT, or the mutually agreed upon equivalent format, until such time SPRINT and BellSouth agree that the OBF has adopted an acceptable alternative form. In addition, BellSouth will accept a modified version of the OBF Translation Questionnaire (TQ) Form. The modified TQ will be sent to BellSouth when BellSouth must modify the routing tables for its end offices to accommodate the treatment of customer calling associated with the combination of Network Elements that SPRINT is employing to deliver service. SPRINT will provide the Infrastructure/Footprint Form and all associated ASR forms.
- 5.2.3 When applicable, BellSouth will accept delivery of the Infrastructure Footprint Form and the modified TQ through the ASR process, including passing of the information over a file transfer network (e.g., Network Data Mover Network) using the CONNECT:direct file transfer product unless another mutually agreeable exchange mechanism is established.
- 5.2.4 SPRINT and BellSouth agree to adapt the interface based upon evolving standards. Changes to OBF ASR forms and implementation guidelines, to the extent relevant to ordering and provisioning for Local Services, will be implemented based upon industry standard implementation schedules as set by the Telecommunications Service ordering Committee of OBF. This preceding target implementation obligation may be modified by mutual agreement.
- 5.2.5 When applicable, the Customer Specific Provisioning order will be based upon OBF LSR forms. The applicable SOSC implementation guidelines

described in the prior paragraphs relating to resale of BellSouth retail services also apply to the Customer Specific Provisioning orders.

- 5.2.5.1 Unbundled loops are an exception to Section 5.2.5 above. Currently, BellSouth accepts an ASR form for the ordering of unbundled loops. BellSouth will use best efforts to adopt the LSR as the ordering document within 7 months of the published release of the TCIF/SOSC standard for ordering unbundled loops via EDI.
- 5.2.6 When applicable, BellSouth agrees that the information exchange will be forms-based using the Local Service Request Form, End User Information Form, Loop Service Form (which may ultimately be renamed the Loop Element form) and Port Form (which may ultimately be renamed the Switch Element Form) developed by the OBF. The SOSC interpretation of 850, 860, 855, 864, 865, and 997 transactions, in accordance with the OBF forms, will be used to convey all the necessary data to connect, modify or disconnect BellSouth's customer-specific UNEs employed by SPRINT to deliver Local Services. Unless the Parties otherwise agree, all EDI-based transactions for ordering BellSouth's customer-specific UNEs will occur over the interface utilized by SPRINT ordering Local Service for resale. Errors and rejections of orders will be treated as described in the paragraphs relating to resale of BellSouth Local Services. Customer-specific elements include, but are not limited to, the customer loop, the network interface device, the customer-dedicated portion of the local switch and any combination thereof.
- 5.2.7 SPRINT and BellSouth will use an X.400 message standard, until it is replaced by a transaction-based protocol, and a mutually agreeable X.25 or TCP/IP based network to exchange requests. SPRINT and BellSouth will translate ordering and provisioning requests originating in their internal processes into the agreed upon forms and EDI transactions. Both Parties agree to complete the defined translations, establish a query-response cycle time commitment, including but not limited to order rejection and firm order confirmation, and proceed to systems readiness testing, as more fully described in Section 8, that will result in an operational interface for ordering UNEs by December 31, 1997. SPRINT and BellSouth agree to adapt the interface based upon evolving standards. To the extent changes to SOSC implementation guidelines affect local service ordering and provisioning for customer specific unbundled Network Elements and Combinations, the Parties agree to use best efforts to implement such changes, including testing of changes

introduced, within 7 months of the publication date of the TCIF/SOSC guidelines. This preceding target implementation obligation may be modified by mutual agreement.

5.3 Treatment of 860 Messages

- 5.3.1 BellSouth will accept an 860 transaction that contains the complete refresh of the previously provided order information (under the original 850 transaction) simultaneously with the supplemental (new/revised) information from SPRINT. This treatment with respect to the 860 transaction will be accepted by both Parties until the SOSC explicitly clarifies the information exchanges associated with supplementing orders or SPRINT and BellSouth mutually agreed to change the treatment. SPRINT and BellSouth will agree upon a mutually acceptable time frame for adapting their internal systems to accommodate any alteration to treatment of the 860 message described in this paragraph. In no event will the time frame for adaptation extend more than one year past the date the SOSC initiated change or SPRINT and BellSouth agreeing to modify the treatment of 860 messages.

6. **Electronic Interfaces for Maintenance and Repair**

- 6.1 Maintenance and repair information exchange will be transmitted over the same interface according to the same content definition both for resold BellSouth retail Local Services and for services SPRINT provides using Network Elements or Combinations.
- 6.2 When technically feasible, SPRINT and BellSouth will, for the purpose of exchanging fault management information, establish an electronic bonding interface, based upon ANSI standards T1.227-1995 and T1.228-1995, and Electronic Communication Implementation Committee (ECIC) Trouble Report Format Definition (TRFD) Number 1 as defined in ECIC document ECIC/TRA/95-003, and all standards referenced within those documents. The Parties acknowledge that the present version of these standards supports different functions for different Network elements. Where a function is not presently supported for a given Network Element, the Parties agree to work collaboratively within the industry for its inclusion in future releases of the standards. The Parties will use and acknowledge functions currently implemented for reporting access circuit troubles. These functions include Enter Trouble, Request Trouble Report Status, Add Trouble Information, Modify Trouble Report Attributes, Trouble Report

Attribute Value Change Notification and Cancel Trouble Report, all of which are fully explained in clauses 6 and 9 of ANSI T1.228-1995.

- 6.3 SPRINT and BellSouth will exchange requests over a mutually agreeable X.25 based network or if mutually agreeable, a TCP/IP based network may be employed. SPRINT and BellSouth will translate maintenance requests or responses originating in their internal processes into the agreed upon attributes and elements. Both Parties agree to complete the defined translations, and proceed to systems readiness testing that will result in an operational interface for local service delivery pursuant to Section 4.6.2 of this Attachment. SPRINT and BellSouth agree to adapt the interface based upon evolving standards. To the extent changes to NOF, ECIC or T1M1 standards affect the maintenance and repair functionality for Local Services, the Parties agree to use best efforts to implement such changes, including testing of changes introduced, within 7 months, but not longer than 9 months, of the publication of the standard by the relevant ATIS committee or subcommittee. This preceding target implementation obligation may be modified by mutual agreement.

7. **Electronic Interfaces for Preordering**

7.1 Transaction-Based Information Exchange

- 7.1.1 When applicable, the Parties agree that preordering information exchange, as defined in Section 4.5 preceding, will be transmitted over the same interface according to the same content definition both for resold BellSouth telecommunications services and for services provided using Network Elements and Combinations. BellSouth shall expeditiously develop and deploy an on-line electronic means for SPRINT to receive customer service records on a restricted basis that will appropriately safeguard a customer's privacy. This electronic interface must meet SPRINT's needs and also contain such safety provisions or restrictions to make sure that it safeguards customer privacy in an appropriate manner. SPRINT shall not be required to present prior written authorization from each customer to BellSouth before BellSouth allows access to Customer Service Records. SPRINT shall issue a blanket letter of authorization to BellSouth which states that SPRINT will obtain the customer's permission before accessing Customer Service records. BellSouth and SPRINT agree to develop an interface which will insure protection of customer privacy by discouraging roaming through customer information and that

only provides the Customer Service Record necessary to provide telecommunications services.

- 7.1.2 SPRINT and BellSouth will establish a mutually agreed upon transaction-based electronic communications interface for preordering pursuant to Sections 4.6.1 and 4.6.2 of this Attachment. This communications interface will transport the content necessary to perform inquiries for Switch/Feature Availability (on an exception basis when batch feed data is incomplete), Address Verification (on an exception basis when batch feed data is incomplete), Telephone Number Assignment, Appointment Scheduling, and Customer Service Records. SPRINT and BellSouth will exchange transactions over a mutually agreeable X.25 or TCP/IP based network.
- 7.1.3 SPRINT and BellSouth will translate preordering data elements used in their internal processes into the agreed upon forms and EDI. Both Parties will complete the defined translations, establish query-response cycle time commitments, including but not limited to notification of message acknowledgments and message rejections, and proceed to systems readiness testing, as covered in more detail in Section 8, that will result in a fully operational interface for local service delivery. The implementation date for this interface will be as stated in Section 4.6.2 of this Attachment. This preceding target implementation obligation may be modified by mutual consent.
- 7.1.4 SPRINT and BellSouth agree to adapt the interface based upon evolving standards. To the extent changes to OBF or SOSC EDI implementation guideline related to preordering functionality, the Parties agree to use best efforts to implement such changes, including testing of the changes introduced within 7 months of the date of published electronic interface standards by the relevant ATIS committee or subcommittee. This preceding target implementation obligation may be modified by mutual agreement.
- 7.2 Batch Data Information Exchange
 - 7.2.1 BellSouth will accept SPRINT's request for initial batch feeds of Service/Feature Availability and Regional Street Address Guide (or an equivalent). At a minimum, this batch feed will include the switch/feature availability, information and address information currently provided via the interim interface described in Section 4.5 above.

7.2.2 SPRINT and BellSouth will establish a mutually agreeable format for the exchange of batch data no later than 90 days following adoption of this agreement. When the interface is operational, BellSouth will transmit the initial batch feed of the data, relating to the geographic area specified by SPRINT pursuant to a mutually agreed upon schedule. In addition, BellSouth will provide complete refreshes of the data, for the geographic areas cumulatively encompassed by requests from SPRINT, on a mutually agreeable monthly schedule. BellSouth will send the initial batch feed and subsequent monthly updates electronically via a file transfer network (e.g., Network Data Mover Network) using the CONNECT:Direct file transfer product.

7.2.3 SPRINT and BellSouth will translate necessary data elements used in their internal processes into mutually agreeable and consistent file formats and record layouts. Both Parties agree to complete development and proceed to systems readiness testing that will result in an operational interface pursuant to Section 4.6.2 of this Attachment. To the extent that an industry forum, committee or subcommittee, under the auspices of ATIS, establishes guidelines and/or standard relating to the batch information data described above, the Parties agree to use best efforts to implement such changes, including testing of the changes introduced, within 7 months of the publication of the standard by the relevant ATIS committee or subcommittee. This preceding target implementation obligation may be modified by mutual agreement.

8. Testing and Acceptance

8.1 SPRINT and BellSouth agree that no interface will be considered as operational until end-to-end integrity and load testing, as agreed to in the Joint Implementation Agreement (Section 9), or other mutually acceptable documentation is completed to the satisfaction of both Parties. The intent of the end-to-end integrity testing is to establish, through the submission and processing of test cases, that transactions agreed to by SPRINT and BellSouth will successfully process, in a timely and accurate manner, through both Parties' supporting OSS as well as the interfaces. For transaction-based interfaces, the testing will include the use of mutually agreeable test transactions, designed to represent no less than 85% of the transaction types that SPRINT expects to send and receive through the interface undergoing end-to-end testing.

- 8.2 In addition, SPRINT and BellSouth will establish either a mutually agreeable testing environment or alternative method, such as an audit process, sufficient to demonstrate that the interfaces established between SPRINT and BellSouth have the capability and capacity to exchange busy period transaction volumes reasonably projected to occur during the forward-looking twelve month period following implementation of the interface. This process must validate that SPRINT and BellSouth can accept and process the anticipated busy period load without degradation of overall end-to-end performance of the information exchange even when other CLEC transactions are simultaneously processed by BellSouth.
- 8.3 It is understood by the Parties that End-to-End testing and load testing are necessary processes in the implementation of electronic interfaces and in establishing what further work needs to be done to insure that SPRINT will receive electronic interfaces at parity with what BellSouth provides itself, its Affiliates, and its customers. In no instance will End-to-End testing or load testing processes be short-cut, expedited, or in any other way jeopardized such that the quality of the production implementation is put at risk. It is understood by the Parties that such testing occurs immediately preceding production implementation of electronic interfaces and that in the event of delays by either party End-to-End testing and load testing will not be expedited solely to meet the time frames outlined in this agreement. This implementation obligation may be modified by mutual agreement.
- 8.4 The results of testing will not be shared with other parties without the written consent of SPRINT and BellSouth.

9. **Joint Implementation Agreement Development**

- 9.1 SPRINT and BellSouth agree to document, within 60 days of approval of this Agreement, a project plan for each interface that explicitly identifies all essential activities, sequence and interrelationship of these activities and the target completion dates for each activity identified. The project plans will reflect, on an on-going basis, delivery of target interfaces as discussed and agreed to within each preceding section.
- 9.2 SPRINT and BellSouth recognize that the preceding project plans are not sufficient to fully resolve all technical and operational details related to the interfaces described. Therefore, SPRINT and BellSouth agree to document the additional technical and operational details in the form of a Joint Implementation Agreement (JIA). These JIAs may be modified by mutual agreement of the Parties.

- 9.3 SPRINT and BellSouth agree to document both a topical outline for the JIAs, and establish a schedule for identifying, discussing, resolving and documenting resolution of issues related to each aspect of the JIA topical outline for each interface discussed in this document. In no case will either end-to-end integrity testing or load testing begin without both Parties mutually agreeing that each interface JIA documents the intended operation of the interface scheduled for testing. By mutual agreement, specific paragraphs or entire sections of the overall Agreement may be identified and documented to serve the purpose described for the Joint Implementation Agreement for specific interfaces. Any issues identified and subsequently resolved through either the end-to-end integrity or load testing processes will be incorporated into the impacted interface JIA within 30 days of issue resolution.
- 9.4 Performance measurements shall be established pursuant to Section 12 of the General Terms and Conditions of this Agreement.
10. **Other Agreements**
- 10.1 This Attachment 15 reflects compromises on the part of both SPRINT and BellSouth. By accepting this Attachment 15, SPRINT does not waive its right to non-discriminatory access to Operations Support Systems of BellSouth.
- 10.2 SPRINT and BellSouth agree that the same interfaces will be utilized for all states within the operating area of BellSouth unless the Parties mutually agree to do otherwise.

AMENDMENT NUMBER 1

THIS AMENDMENT NUMBER 1 ("Amendment") by and between Sprint Communications Company L.P. ("Sprint") and BellSouth Telecommunications, Inc. ("BellSouth") (collectively the "Parties") amends the July 1, 1997 interconnection agreement between the Parties.

WHEREAS, effective July 1, 1997 the Parties entered into an interconnection agreement providing arrangements to facilitate interconnection of their respective facilities in order to provide telecommunications services within the State of Florida;

WHEREAS, the Parties desire to amend said interconnection agreement,

NOW, THEREFORE, in consideration of the mutual provisions contained herein the Parties agree to amend their July 1, 1997 interconnection agreement as follows:

1. Paragraphs 12.1, 12.2, and 12.3 are deleted in its entirety and the following new Paragraphs 12.1 – 12.4 are inserted in lieu thereof:
 - 12.1 In providing Services and Elements, BellSouth will provide Sprint with the quality of service BellSouth provides itself and its end-users. BellSouth's performance under this Agreement shall provide Sprint with the capability to meet standards or other measurements that are at least equal to the level that BellSouth provides or is required to provide by law or its own internal procedures. BellSouth shall satisfy all service standards, measurements, and performance requirements set forth in the Agreement and the measurements specified in Attachment 12 of this Agreement. Any conflict between the standards, measurements, and performance requirements BellSouth provides itself and the standards, measurements, and performance requirements set forth in the Service Quality Measurements in Attachment 12 shall be resolved in favor of the higher standards, measurements and performance.
 - 12.2 The Parties acknowledge that the need will arise for changes to the Service Quality Measurements specified in Attachment 12 during the term of this Agreement. Such changes may include the addition or deletion of measurements or a change in the performance standard for any particular metric, as well as the provision of target performance levels, as set forth in Attachment 12. Unless otherwise specified in Attachment 12, the parties agree to review all measurements on a quarterly basis to determine if any changes are appropriate, and may include the provision to Sprint of any additional measurements BellSouth may provide itself.
 - 12.3 The Parties agree to monitor actual performance on a monthly basis and, if the Parties conclude it is required, develop a process improvement plan to improve quality of service provided as measured by the performance measurements, if necessary. Such a plan shall be developed where BellSouth's performance falls below either the level of performance it provides itself or the level of performance required in Attachment 12.
 - 12.4 BellSouth shall, beginning no later than July 15, 1998, submit monthly reports to Sprint with respect to each Service Quality Measurement identified in Attachment 12 that details (1) BellSouth performance provided to BellSouth's retail operations or retail analogs; (2) BellSouth performance for any BellSouth subsidiary or affiliate operating as an ALEC in Florida; (3) BellSouth performance for Sprint; and (4) BellSouth performance for ALECs in the aggregate. Said reports will include the underlying supporting data, including raw numeric values and measurements and methodologies.
1. The attached Exhibit 1 is incorporated into the July 1, 1997 interconnection agreement as Attachment 12 as if fully set out therein.
2. Except as amended as hereinabove set forth, the July 1, 1997 interconnection agreement is hereby ratified and affirmed in its entirety.

3. This Amendment is effective this 15th day of July, 1998.

Sprint Communications Company L.P.

By W. Richard Morris
Name W. Richard Morris
Title VP Local Market Integration
Date 7-13-98

BellSouth Telecommunications, Inc.

By [Signature]
Name Serry D. Hendrix
Title Director
Date 8/12/98

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Regional Performance Reports
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Service Quality Measurements
Regional Performance Reports**PRE-ORDERING AND ORDERING OSS**

Function:	Average Response Interval for Pre-Ordering and Ordering Legacy Information & OSS Interface Availability
Measurement Overview:	As an initial step of establishing service, the customer service agent must establish such basic facts as availability of desired features, likely service delivery intervals, the telephone number to be assigned, product and feature availability, and the validity of the street address. Typically, this type of information is gathered from the supporting OSS's while the customer (or potential customer) is on the telephone with the customer service agent. This information may be gathered via stand-alone pre-order inquiries or as part of the ordering function. Pre-ordering/ordering activities are the first contact that a customer may have with a CLEC. This measure is designed to monitor the time required for the CLEC interface systems to obtain from legacy systems the pre-ordering/ordering information necessary to establish and modify service. This measurement also captures the availability percentages for the BST systems that the CLEC uses during pre-ordering and ordering. Comparison to BST results allow conclusions as to whether an equal opportunity exists for the CLEC to deliver a comparable customer experience.
Measurement Methodology:	<p>1. Average OSS Response Interval = $\frac{\text{Sum}[(\text{Date \& Time of Legacy Response}) - (\text{Date \& Time of Request to Legacy})]}{(\text{Number of Legacy Requests During the Reporting Period})}$</p> <p>The response interval for retrieving pre-order/order information from a given legacy is determined by summing the response times for all requests (contracts) submitted to the legacy during the reporting period and then dividing by the total number of legacy requests for that day. The response interval starts when the client application (LENS for CLECs; RNS for BST) submits a request to the legacy system and ends when the appropriate response is returned to the client application. The number of legacy accesses during the reporting period that take less than 2.3 seconds and the number that take more than 6 seconds are also captured.</p> <p>Definition: Average response time for accessing legacy data associated with appointment scheduling, service & feature availability, address verification, request for Telephone Numbers (TNs), and Customer Service Records (CSRs).</p> <p>2. OSS Interface Availability = $\frac{(\text{Actual Availability})}{(\text{Scheduled Availability})} \times 100$</p> <p>Definition: Percent of time OSS interface is actually available compared to scheduled availability. Availability percentages for CLEC interface systems and for all legacy systems accessed by them are captured.</p>

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Service Quality Measurements
Regional Performance Reports

PRE-ORDERING AND ORDERING OSS

Reporting Dimensions:	Excluded Situations:
<ul style="list-style-type: none"> • Not CLEC specific. • Not product/service specific. • Regional Level 	<ul style="list-style-type: none"> • None
Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
<ul style="list-style-type: none"> • Report Month • Legacy contract type (per reporting dimension) • Response interval • Regional Scope 	<ul style="list-style-type: none"> • Report Month • Legacy contract type (per reporting dimension) • Response interval • Regional Scope

LEGACY SYSTEM ACCESS TIMES FOR RNS

System	Contract	Data	< 2.3 sec	> 6 sec	Avg. Sec	# of Calls
RSAG	RSAGTEN	Address	x	x	x	x
RSAG	RSAGADDR	Address	x	x	x	x
ATLAS	ATLASIN	TN	x	x	x	x
DSAP	DSAPDDI	Schedule	x	x	x	x
CRIS	CRSACCIS	CSR	x	x	x	x
OASIS	OASISNET	Feature/Svc	x	x	x	x
OASIS	OASISBSN	Feature/Svc	x	x	x	x
OASIS	OASISCAR	Feature/Svc	x	x	x	x
OASIS	OASISLPC	Feature/Svc	x	x	x	x
OASIS	OASISMTN	Feature/Svc	x	x	x	x
OASIS	OASISOCP	Feature/Svc	x	x	x	x

LEGACY SYSTEM ACCESS TIMES FOR LENS

System	Contract	Data	< 2.3 sec	> 6 sec	Avg. Sec	# of Calls
RSAG	RSAGTEN	Address	x	x	x	x
RSAG	RSAGADDR	Address	x	x	x	x
ATLAS	ATLASIN	TN	x	x	x	x
DSAP	DSAPDDI	Schedule	x	x	x	x
HAL	HALCRIS	CSR	x	x	x	x
COFFI	COFIUSOC	Feature/Svc	x	x	x	x
P/SIMS	PSIMSORB	Feature/Svc	x	x	x	x

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Service Quality Measurements
Regional Performance Reports

PRE-ORDERING AND ORDERING OSS

OSS Interface Availability

OSS Interface	% Availability
LENS	x
LEO Mainframe	x
LEO UNIX	x
LESOG	x
EDI	x
HAL	x
BOCRIS	x
ATLAS/COFFI	x
RSAG/DSAP	x
SOCS	x

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Service Quality Measurements
Regional Performance Reports

ORDERING

Function:	Ordering
Measurement Overview:	When a customer calls their service provider, they expect to get information promptly regarding the progress on their order(s). Likewise, when changes must be made, such as to the expected delivery date, customers expect that they will be immediately notified so that they may modify their own plans. The order status measurements monitor, when compared to applicable BST results, that the CLEC has timely access to order progress information so that the customer may be updated or notified when changes and rescheduling are necessary.
Measurement Methodology:	<p>1. Percent Flow-through Service Requests = $\frac{\sum (\text{Total of Service Requests that flow-through to the BST OSS})}{(\text{Total Number of valid Service Requests delivered to BST OSS})} \times 100$.</p> <p>Definition: <u>Percent Flow-through Service Requests</u> measures the percentage of orders submitted electronically that utilize BSTs' OSS without manual (human) intervention.</p> <p>Methodology:</p> <ul style="list-style-type: none"> • Mechanized tracking for flow-through service requests and manual SOER error audit reports (3/31/98). Mechanized tracking for SOER errors and flow-through (4/30/98). • BST mechanized order tracking. <p>2. Percent Rejected Service Requests = $\frac{\sum (\text{Total Number of Rejected Service Requests})}{(\text{Total Number of Service Requests Received})} \times 100$.</p> <p>Definition: <u>Percent Rejected Service Requests</u> is the percent of total orders received rejected due to error or omissions.</p> <p>Methodology:</p> <ul style="list-style-type: none"> • Manual tracking for non flow-through service requests • Mechanized tracking for flow-through service requests • BST retail report not applicable. <p>3. Reject Interval = $\frac{\sum [(\text{Date and Time of Service Request Rejection}) - (\text{Date and Time of Service Request Receipt})]}{(\text{Number of Service Requests Rejected in Reporting Period})}$. Requests are provided based on four (4) hour increments within a 24 hour period, along with the percent greater than 24 hours.</p> <p>Definition: <u>Reject Interval</u> is the average reject time from receipt of service order request to distribution of rejection.</p> <p>Methodology:</p> <ul style="list-style-type: none"> • Non-Mechanized Results are based on actual data from all orders. • Mechanized Results are based on actual data for all orders from the OSS. • BST retail report not applicable.

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Service Quality Measurements
Regional Performance Reports**ORDERING**

Measurement Methodology:	<p>4. Firm Order Confirmation Timeliness = $\sum [(\text{Date and Time of Firm Order Confirmation}) - (\text{Date and Time of Service Request Receipt})] / (\text{Number of Service Requests Confirmed in Reporting Period})$</p> <p>Definition: <u>Interval for Return of a Firm Order Confirmation (FOC Interval)</u> is the average response time from receipt of valid service order request to distribution of order confirmation. Results are provided based on four (4) hour increments within a 24 hour period, along with the percent greater than 24 hours.</p> <p>Methodology:</p> <ul style="list-style-type: none"> • Non-Mechanized Results are based on actual data from all orders. • Mechanized Results are based on actual data for all orders from the OSS. • BST retail report not applicable. <p>5. Speed of Answer in Ordering Center = $\sum (\text{Total time in seconds to reach LCSC}) / (\text{Total \# of Calls})$ in Reporting Period.</p> <p>Definition: Measures the average time to reach a BST representative. This can be an important measure of adequacy in a manual environment or even in a mechanized environment where CLEC service representatives have a need to speak with their BST peers.</p> <p>Methodology:</p> <ul style="list-style-type: none"> • Mechanized tracking through LCSC Automatic Call Distributor. • Mechanized tracking through BST retail center support systems.
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**Service Quality Measurements
Regional Performance Reports**

ORDERING

Reporting Dimensions: <ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • BST Aggregate (Where Applicable) • State and Regional Level • ≤ 10 and ≥ 10 Circuit Categories not available in a pre completion order mode. • Resale Res and Bus reporting categories require adherence to OBF standards. • "Other" category reflects service requests which do not have service class code populated. • Dispatch, No Dispatch ≤ 10 and ≥ 10 Circuit Categories not available in a pre completion order mode. 	Excluded Situations: <ul style="list-style-type: none"> • Firm Order Confirmation Interval: Invalid Service Requests, and orders received outside of normal business hours • Percent Flow-through Service Requests: Rejected Service Requests • % Rejected Service Requests: Service Requests canceled by the CLEC • Supplements on Manual Orders
Data Retained Relating to CLEC Experience: <ul style="list-style-type: none"> • Report Month • Interval for FOC • Reject Interval • Total number of LSRs • Total number of Errors • Adjusted Error Volume • Total number of flow through service requests • Adjusted number of flow through service requests • State and Region 	Data Retained Relating to BST Performance: <ul style="list-style-type: none"> • Report Month • Interval for FOC • Reject Interval • Total number of LSRs • Total number of Errors • Adjusted Error Volume • Total number of flow through service requests • Adjusted number of flow through service requests • State and Region

Percent Flow-Through Service Requests

	Mechanized LSRs	BST Flow - Through	
		Residence	Business
Local Interconnection Trunks	X		X
UNE	X		X
Resale - Residence	X		
Resale - Business	X		
Resale - Special	X		
UNE - Loops w/LNP	X		
Other	X		

Percent Rejected Service Requests

	Mechanized LSRs	Non-Mechanized LSRs
Local Interconnection Trunks	X	X
UNE	X	X
Resale - Residence	X	X
Resale - Business	X	X
Resale - Special	X	X
UNE - Loops w/LNP	X	X
Other	X	X

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**Service Quality Measurements
Regional Performance Reports**

ORDERING

Reject Distribution Interval and Average Interval

	Mechanized LSRs	Non-Mechanized LSRs
Local Interconnection Trunks		
UNE	X	X
Resale - Residence	X	X
Resale - Business	X	X
Resale - Special	X	X
UNE - Loops w/LNP	X	X
Other	X	X

Firm Order Confirmation Distribution Interval and Average Interval

	Mechanized LSRs	Non-Mechanized LSRs
Local Interconnection Trunks	X	X
UNE	X	X
Resale - Residence	X	X
Resale - Business	X	X
Resale - Special	X	X
UNE - Loops w/LNP	X	X
Other	X	X

Speed of Answer in Ordering Center

	Ave. Answer time (Sec.) / month
LCSC	X
Residence Service Center	X
Business Service Center	X

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**Service Quality Measurements
Regional Performance Reports**

PROVISIONING

Function:	Average Completion Interval and Order Completion Interval Distribution
Measurement Overview:	<p>The "average completion interval" measure monitors the time required by BST to deliver integrated and operable service components requested by the CLEC, regardless of whether resale services or unbundled network elements are employed. When the service delivery interval of BST is measured for comparable services, then conclusions can be drawn regarding whether or not CLECs have a reasonable opportunity to compete for customers. The "order completion interval distribution" measure monitors the reliability of BST commitments with respect to committed due dates to assure that CLECs can reliably quote expected due dates to their retail customer. In addition, when monitored over time, the "average completion interval" and "percent completed on time" may prove useful in detecting developing capacity issues.</p>
Measurement Methodology:	<p>1. Average Completion Interval = $\sum [(Completion\ Date\ \&\ Time) - (Order\ Issue\ Date\ \&\ Time)] / (Count\ of\ Orders\ Completed\ in\ Reporting\ Period)$</p> <p>2. Order Completion Interval Distribution = $\sum (Service\ Orders\ Completed\ in\ "X"\ days) / (Total\ Service\ Orders\ Completed\ in\ Reporting\ Period) \times 100$</p> <p>The actual completion interval is determined for each order processed during the reporting period. The completion interval is the elapsed time from BST receipt of a syntactically correct order from the CLEC to BST's actual order completion date. Elapsed time for each order is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of orders completed within the reporting period.</p> <p>The distribution of completed orders is determined by first counting, for each specified reporting dimension, the total numbers of orders completed within the reporting interval and the interval between the issue date of each order and the completion date. <i>D&T orders where the CLEC serves as the agent for the end-user are included in this measurement.</i> For each reporting dimension, the resulting count of orders completed for each specified time period following the issue date is divided by the total number of orders completed with the resulting fraction expressed as a percentage.</p> <p>Definition: Average time from issue date of service order to actual order completion date.</p> <p>Methodology:</p> <ul style="list-style-type: none"> • Mechanized metric from ordering system

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**Service Quality Measurements
Regional Performance Reports**

PROVISIONING

Reporting Dimensions: <ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • BST Aggregate • State and Regional Level • ISDN Orders included in Non Design - GA Only • Dispatch/No Dispatch categories are not applicable to trunks. 	Excluded Situations: <ul style="list-style-type: none"> • Canceled Service Orders • Initial Order when supplemented by CLEC • Order Activities of BST associated with internal or administrative use of local services
Data Retained Relating to CLEC Experience: <ul style="list-style-type: none"> • Report Month • CLEC Order Number • Order Submission Date • Order Submission Time • Order Completion Date • Order Completion Time • Service Type • Activity Type • State and Region 	Data Retained Relating to BST Performance: <ul style="list-style-type: none"> • Report Month • Average Order Completion Interval • Order Completion by Interval • Service Type • Activity Type • State and Region

Order Completion Interval Distribution and Average Completion Interval

RESALE RESIDENCE	Same Day	1	2	3	4	5	>5	Average Completion Interval
Dispatch								
CLEC orders								
< 10 circuits	x	x	x	x	x	x	x	x
>= 10 circuits	x	x	x	x	x	x	x	x
BST orders								
< 10 circuits	x	x	x	x	x	x	x	x
>= 10 circuits	x	x	x	x	x	x	x	x
No Dispatch								
CLEC orders								
< 10 circuits	x	x	x	x	x	x	x	x
>= 10 circuits	x	x	x	x	x	x	x	x
BST orders								
< 10 circuits	x	x	x	x	x	x	x	x
>= 10 circuits	x	x	x	x	x	x	x	x

RESALE BUSINESS	Same Day	1	2	3	4	5	>5	Average Completion Interval
Dispatch								
CLEC orders								
< 10 circuits	x	x	x	x	x	x	x	x
>= 10 circuits	x	x	x	x	x	x	x	x
BST orders								
< 10 circuits	x	x	x	x	x	x	x	x
>= 10 circuits	x	x	x	x	x	x	x	x
No Dispatch								
CLEC orders								
< 10 circuits	x	x	x	x	x	x	x	x
>= 10 circuits	x	x	x	x	x	x	x	x
BST orders								
< 10 circuits	x	x	x	x	x	x	x	x
>= 10 circuits	x	x	x	x	x	x	x	x

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**Service Quality Measurements
Regional Performance Reports**

PROVISIONING

Order Completion Interval Distribution and Average Completion Interval

UNE NON DESIGN	0-5	6-10	11-15	16-20	21-25	26-30	>30	Average Completion Interval
Dispatch								
< 10 Circuits	X	X	X	X	X	X	X	X
>= 10 Circuits	X	X	X	X	X	X	X	X
No Dispatch								
< 10 Circuits	X	X	X	X	X	X	X	X
>= 10 Circuits	X	X	X	X	X	X	X	X

UNE DESIGN	0-5	6-10	11-15	16-20	21-25	26-30	>30	Average Completion Interval
Dispatch								
< 10 Circuits	X	X	X	X	X	X	X	X
>= 10 Circuits	X	X	X	X	X	X	X	X
No Dispatch								
< 10 Circuits	X	X	X	X	X	X	X	X
>= 10 Circuits	X	X	X	X	X	X	X	X

UNE LOOPS w/LNP	Same Day	1	2	3	4	5	>5	Average Completion Interval
Dispatch								
< 5 Circuits	X	X	X	X	X	X	X	X
>= 5 Circuits	X	X	X	X	X	X	X	X
No Dispatch								
< 5 Circuits	X	X	X	X	X	X	X	X
>= 5 Circuits	X	X	X	X	X	X	X	X

	0-5	6-10	11-15	16-20	21-25	26-30	>30	Average Completion Interval
LOCAL INTERCONNECTION TRUNKS	X	X	X	X	X	X	X	X

RESALE DESIGN	0-5	6-10	11-15	16-20	21-25	26-30	>30	Average Completion Interval
Dispatch								
CLEC orders								
< 10 Circuits	X	X	X	X	X	X	X	X
>= 10 Circuits	X	X	X	X	X	X	X	X
BST orders								
< 10 Circuits	X	X	X	X	X	X	X	X
>= 10 Circuits	X	X	X	X	X	X	X	X
No Dispatch								
CLEC orders								
< 10 Circuits	X	X	X	X	X	X	X	X
>= 10 Circuits								
BST orders								
< 10 Circuits	X	X	X	X	X	X	X	X
>= 10 Circuits	X	X	X	X	X	X	X	X

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Service Quality Measurements
Regional Performance Reports

PROVISIONING

Function:	Held Order Interval Distribution and Mean Interval
Measurement Overview:	When delays occur in completing CLEC orders, the average period that CLEC orders are held for BST reasons, pending a delayed completion, should be no worse for the CLEC when compared to BST delayed orders.
Measurement Methodology:	<p>1. Mean Held Order Interval = Σ (Reporting Period Close Date - Committed Order Due Date) / (Number of Orders Pending and Past The Committed Due Date) for all orders pending and past the committed due date.</p> <p>This metric is computed at the close of each report period. The held order interval is established by first identifying all orders, at the close of the reporting interval, that both have not been reported as "completed" via a valid completion notice and have passed the currently "committed completion date" for the order. <i>Held orders due to end-user reasons are included and identified in this report.</i> For each such order the number of calendar days between the committed completion date and the close of the reporting period is established and represents the held order interval for that particular order. The held order interval is accumulated by the standard groupings, unless otherwise noted, and the reason for the order being held, if identified. The total number of days accumulated in a category is then divided by the number of held orders within the same category to produce the mean held order interval.</p> <p>2. Held Order Distribution Intervals</p> <p>(# of Orders Held for \geq 90 days) / (Total # of Orders Pending But Not Completed) X 100.</p> <p>(# of Orders Held for \geq 15 days) / (Total # of Orders Pending But Not Completed) X 100.</p> <p>This "percentage orders held" measure is complementary to the held order interval but is designed to reflect orders continuing in a "non-completed" state for an extended period of time. Computation of this metric utilizes a subset of the data accumulated for the "held order interval" measure. All orders, for which the "held order interval" equals or exceeds 90 or 15 days are counted, unless otherwise noted as an exclusion. The total number of pending and past due orders are counted (as was done for the held order interval) and divided into the count of orders held past 90 or 15 days.</p> <p>Definition: Average time orders continue in a "non-complete" state for an extended period of time.</p> <p>Methodology:</p> <ul style="list-style-type: none"> Mechanized metric from ordering system.

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**Service Quality Measurements
Regional Performance Reports**

PROVISIONING

Reporting Dimensions:	Excluded Situations:
<ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • BST Aggregate • State and Regional Level 	<ul style="list-style-type: none"> • Any order canceled by the CLEC will be excluded from this measurement. • Order Activities of BST associated with internal or administrative use of local services.
Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
<ul style="list-style-type: none"> • Report Month • CLEC Order Number • Order Submission Date • Committed Due Date • Service Type • Hold Reason • State and Region 	<ul style="list-style-type: none"> • Report Month • Average Held Order Interval • Standard Error for the Average Held Order Interval • Service Type • Hold Reason • State and Region

Held Order Interval Distribution and Mean Interval

	%<=15 Days				%>=90 Days				Mean Interval
	Facilities	Equip.	Other	End User Reasons	Facilities	Equip.	Other	End User Reasons	
Local Interconnection Trunks	X	X	X	X	X	X	X	X	X
UNE Non Design	X	X	X	X	X	X	X	X	X
UNE Design	X	X	X	X	X	X	X	X	X
Resale - Residence	X	X	X	X	X	X	X	X	X
Resale - Business	X	X	X	X	X	X	X	X	X
Resale - Design	X	X	X	X	X	X	X	X	X
UNE - Loops w/INP	X	X	X	X	X	X	X	X	X
BST Retail Residence	X	X	X	X	X	X	X	X	X
BST Retail Business	X	X	X	X	X	X	X	X	X
BST Retail Design	X	X	X	X	X	X	X	X	X

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**Service Quality Measurements
Regional Performance Reports**

PROVISIONING

Function:	Average Jeopardy Notice Interval & Percentage of Orders Given Jeopardy Notice.
Measurement Overview:	When BST can determine in advance that a committed due date is in jeopardy it will provide advance notice to the CLEC. There is no equivalent BST analog for Average Jeopardy & Percent Orders Given Jeopardy Notices.
Measurement Methodology:	<p>1. Average Jeopardy Interval = $[\sum (\text{Date and Time of Scheduled Due Date on Service Order}) - (\text{Date and Time of Jeopardy Notice})] / (\text{Number of Orders in Jeopardy in Reporting Period})$.</p> <p>2. Numbers of Orders Given Jeopardy Notices in Reporting Period / Number of Orders in Reporting Period.</p>

Reporting Dimensions:	Excluded Situations:
<ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • State and Regional Level 	<ul style="list-style-type: none"> • Any order canceled by the CLEC will be excluded from this measurement • Orders held for CLEC end user reasons
Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
<ul style="list-style-type: none"> • Report Month • CLEC Order Number • Order Submission Date • Committed Due Date • Service Type 	<ul style="list-style-type: none"> • No BST Analog Exists

Average Jeopardy Notice Interval & Percentage of Orders Given Jeopardy Notice.

	Average Interval of Prior Notification (Hours)	Percent Orders in Jeopardy
CLEC		
Local Interconnection Trunks	X	X
Resale Residence	X	X
Resale Business	X	X
Resale Design	X	X
UNE Loops with LNP	X	X
UNE	X	X

PROVISIONING

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**Service Quality Measurements
Regional Performance Reports**

Function:	Installation Timeliness, Quality & Accuracy
Measurement Overview:	The "percent missed installation appointments" measure monitors the reliability of BST commitments with respect to committed due dates to assure that CLECs can reliably quote expected due dates to their retail customer as compared to BST. Percent Provisioning Troubles within 30 days of Installation measures the quality and accuracy of installation activities.
Measurement Methodology:	<p>1. Percent Missed Installation Appointments = $\frac{\sum (\text{Number of Orders missed in Reporting Period})}{\sum (\text{Number of Orders Completed in Reporting Period})} \times 100$</p> <p>Percent Missed Installation Appointments is the percentage of total orders processed for which BST is unable to complete the service orders on the committed due dates. <i>Missed Appointments caused by end-user reasons will be included and reported separately.</i></p> <p>Definition: Percent of orders where completion's are not done by due date. See "Exclude Situations" for orders not included in this measurement</p> <p>Methodology:</p> <ul style="list-style-type: none"> Mechanized metric from ordering system <p>2. % Provisioning Troubles within 30 days of Installation = $\frac{\sum (\text{Trouble reports on Services installed } \leq 30 \text{ days following service order(s) completion})}{\sum (\text{All Installations a calendar month})} \times 100$</p> <p>Definition: Measures the quality and accuracy of completed orders</p> <p>Methodology: Mechanized metric from ordering and maintenance systems.</p> <p>3. Percent Order Accuracy = $\frac{\sum (\text{Orders Completed w/o error})}{\sum (\text{Orders Completed})} \times 100$.</p> <p>Definition: Measures the accuracy and completeness of BST provisioning service by comparing what was ordered and what was completed.</p> <p>Methodology: Non-Mechanized Results are based on an audit of a statistically valid sample. Mechanized Results are based on an audit of a statistically valid sample.</p>

PROVISIONING

Reporting Dimensions:	Excluded Situations:
<ul style="list-style-type: none"> CLEC Specific CLEC Aggregate BST Aggregate State and Regional Level 	<ul style="list-style-type: none"> CLEC End User Reasons (Jeopardy Notification only) BST End User Reasons (Jeopardy Notification only) Orders canceled by the CLEC Order Activities of BST associated with internal or administrative use of local services.
Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
<ul style="list-style-type: none"> Report Month CLEC Order Number Order Submission Date Order Submission Time Status Type Status Notice Date Status Notice Time Standard Order Activity State and Region Level 	<ul style="list-style-type: none"> Report Month BST Order Number Order Submission Date Order Submission Time Status Type Status Notice Date Status Notice Time Standard Order Activity State and Region Level

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Percent Missed Installation Appointments

	Dispatch				No-Dispatch				Dispatch				No-Dispatch			
	<5 cmts		>=5 cmts		<5 cmts		>=5 cmts		<10 cmts		>=10 cmts		<10 cmts		>=10 cmts	
	CL	LC	CU	UST	CL	LC	CU	UST	CL	LC	CU	UST	CL	LC	CU	UST
Local Interconnection Trunks (Total Only)																
- Total																
UNE Non Design									X	X	X	X	X	X	X	X
- Total									X	X	X	X	X	X	X	X
UNE Design									X	X	X	X	X	X	X	X
- Total									X	X	X	X	X	X	X	X
Resale - Residence									X	X	X	X	X	X	X	X
- Total									X	X	X	X	X	X	X	X
Resale - Business									X	X	X	X	X	X	X	X
- Total									X	X	X	X	X	X	X	X
Resale - Design									X	X	X	X	X	X	X	X
- Total									X	X	X	X	X	X	X	X
UNE - Loops w/LNP	X	X	X	X	X	X	X	X								
- Total	X	X	X	X	X	X	X	X								

Percent Missed Installation Appointments—End User Caused Missed Appointments

	Dispatch				No-Dispatch				Dispatch				No-Dispatch			
	<5 cmts		>=5 cmts		<5 cmts		>=5 cmts		<10 cmts		>=10 cmts		<10 cmts		>=10 cmts	
	CL	LC	CU	UST	CL	LC	CU	UST	CL	LC	CU	UST	CL	LC	CU	UST
Local Interconnection Trunks (Total Only)																
- Total																
UNE Non Design									X	X	X	X	X	X	X	X
- Total									X	X	X	X	X	X	X	X
UNE Design									X	X	X	X	X	X	X	X
- Total									X	X	X	X	X	X	X	X
Resale - Residence									X	X	X	X	X	X	X	X
- Total									X	X	X	X	X	X	X	X
Resale - Business									X	X	X	X	X	X	X	X
- Total									X	X	X	X	X	X	X	X
Resale - Design									X	X	X	X	X	X	X	X
- Total									X	X	X	X	X	X	X	X
UNE - Loops w/LNP		X	X	X	X	X	X	X								
- Total		X	X	X	X	X	X	X								

PROVISIONING

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**Service Quality Measurements
Regional Performance Reports**

Percent Provisioning Troubles within 30 days of Installation

	Dispatch		No-Dispatch		Total Only
					X
Local Interconnection Trunks (CLIC & BST)					
UNE Non Design	X		X		
UNE Design	X		X		
Resale - Residence	X		X		
Resale - Business	X		X		
Resale - Design	X		X		
UNE - Loops w/LNP	X		X		
BST Retail Residence	X		X		
BST Retail Business	X		X		
BST Retail Design	X		X		

Percent Order Accuracy

	Dispatch				No-Dispatch				Dispatch				No-Dispatch			
	<5 ckts		>=5 ckts		<5 ckts		>=5 ckts		<10 ckts		=>10 ckts		<10 ckts		=>10 ckts	
	CLIC/CLU	BST	CLIC/CLU	BST	CLIC/CLU	BST	CLIC/CLU	BST	CLIC/CLU	BST	CLIC/CLU	BST	CLIC/CLU	BST	CLIC/CLU	BST
Local Interconnection Trunks (Total Only)		X														
- Total																
UNE Non Design									X		X		X		X	
- Total																
UNE Design									X		X		X		X	
- Total																
Resale - Residence									X		X		X		X	
- Total																
Resale - Business									X		X		X		X	
- Total																
Resale - Design									X		X		X		X	
- Total																
UNE - Loops w/LNP		X		X		X		X								
- Total																

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**Service Quality Measurements
Regional Performance Reports**

Function:	Coordinated Customer Conversions
Measurement Overview:	This category measures the average time it takes BST to disconnect an unbundled loop from the BST switch and cross connect it to a CLEC's equipment. This measurement only applies to service orders with and without LNP and where the CLEC has requested BST to provide a coordinated cut-over
Measurement Methodology:	I. Average Coordinated Customer Conversion Interval = $\{\sum [(Completion\ Date\ and\ Time\ for\ Cross\ Connection\ of\ an\ Unbundled\ Loop/with\ LNP) - Disconnection\ Date\ and\ Time\ of\ an\ Unbundled\ Loop/ with\ LNP)]\} / Total\ Number\ of\ Unbundled\ Loop\ Orders\ with/LNP\ for\ the\ reporting\ period.$

Reporting Dimensions:	Excluded Situations:
<ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • State and Regional Level 	<ul style="list-style-type: none"> • Any order canceled by the CLEC will be excluded from this measurement. • Delays due to CLEC following disconnection of the unbundled loop • Any order where the CLEC has not requested a coordinated cut over • Unbundled Loops where there is no existing subscriber loop
Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
<ul style="list-style-type: none"> • Report Month • CLEC Order Number • Order Submission Date • Committed Due Date • Service Type 	<ul style="list-style-type: none"> • No BST Analog Exists

Coordinated Customer Conversions

	Average Interval
CLEC	
UNE Loops without LNP	X
UNE Loops with LNP	X

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Service Quality Measurements
Regional Performance Reports

PROVISIONING

Function:	Average Completion Notice Interval
Measurement Overview:	The receipt of a completion notice by the CLEC from BST informs the carrier that their formal relationship with a customer has begun. This is useful to the CLEC in that it lets them know that they can begin with activities such as billing the customer for service.
Measurement Methodology:	<p>1. Average Completion Notice Interval = $\frac{\Sigma[(\text{Date \& Time of Notice of Completion}) - (\text{Date \& Time of Work Completion})]}{(\text{Number of Orders Completed in Reporting Period})}$</p> <p>Definition: The Completion Notice Interval is the elapsed time between the BST reported completion of work and the issuance of a valid completion notice to the CLEC. There is no equivalent BST Retail Measurement.</p>

Reporting Dimensions:	Excluded Situations:
• Under Development	• Under Development
Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
• Under Development	• N/A

Average Completion Notice Interval
Reported Month:

	Average Interval
CLEC A	
CLEC AGGREGATE	
- Resale Residence	X
- Resale Business	X
- Resale Special	X

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**Service Quality Measurements
Regional Performance Reports**

MAINTENANCE & REPAIR

Function:	OSS Response Interval
Measurement Overview:	<ul style="list-style-type: none"> This measure is designed to monitor the time required for the CLEC interface system to obtain from BST's legacy systems the information required to handle maintenance and repair functions. This measure also addresses the availability of the OSS interface for repair and maintenance.
Measurement Methodology:	<p>1. . OSS Interface Availability = (Actual Availability)/(Scheduled Availability) X 100</p> <p>Definition: This measure shows the percentage of time the OSS interface is actually available compared to scheduled availability. Availability percentages for the CLEC and BST interface systems and for legacy systems accessed by them are captured.</p> <p>Methodology: Mechanized reports from OSSs.</p> <p>2 OSS Response Interval = Access Times in Increments of Less Than or Equal to 4 Seconds, Greater Than 4 Seconds but Less Than or Equal to 10 Seconds, Less Than or Equal to 10 Seconds, Greater Than 10 Seconds, or Greater Than 30 Seconds.</p> <p>Definition: Response intervals are determined by subtracting the time a request is submitted from the time the response is received. Percentages of requests falling into the categories listed above are reported, along with the actual number of requests falling into those categories. This measure provides a method to compare BST and CLFC response times for accessing the legacy data needed for maintenance & repair functions.</p> <p>Methodology: Mechanized reports from OSSs.</p>

OSS Maintenance and Repair Interface Availability

OSS Interface	% Availability
CLEC TAFI	X
BST TAFI	X
LMOS Host	X
MARCH	X
SOCS	X

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**Service Quality Measurements
Regional Performance Reports**

MAINTENANCE & REPAIR

OSS MAINTENANCE AND REPAIR RESPONSE INTERVAL

Transaction Name	Transaction Totals			Average Response Time															
				≤ 4 Seconds			≥ 4 and ≤ 10 Seconds			≤ 10.0 Sec.			> 10 Sec.			> 30 Sec.			
	CLEC	BST DUS	BST R/S	CLEC	BST DUS	BST R/S	CLEC	BST R/S	BST BUS	CLEC	BST R/S	BST BUS	CLEC	BST RES	BST DUS	CLEC	BST RES	BST BUS	
CRIS																			
- Count	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
- % of Total	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
DLHTH																			
- Count	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
- % of Total	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
DIR																			
- Count	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
- % of Total	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
OSPCM																			
- Count	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
- % of Total	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
LMOS																			
- Count	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
- % of Total	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
LMOSupd																			
- Count	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
- % of Total	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
MARCI																			
- Count	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
- % of Total	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Predictor																			
- Count	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
- % of Total	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
SOCS																			
- Count	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
- % of Total	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
LNP																			
- Count	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
- % of Total	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X

Function:	Average Answer Time - Repair Centers
Measurement Overview:	• This measure monitors that BSTs handling of support center calls from CLECs are comparable with support center calls by BST's retail customers.
Measurement Methodology:	1. Average Answer Time for BST's Repair Centers = (Total time in seconds for BST's Repair Centers response) / (Total number of calls) by reporting period Definition: This measure demonstrates an average response time for the CLEC to contact a BST representative Methodology: Mechanized report from Repair Centers Automatic Call Distributors.

Average Answer Time - Repair Centers

	Average Answer Time/Month in Seconds			
	Business Repair Center	BST Resale Repair Center	Residence Repair Center	UNE Center

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Region Total	X	X	X	X
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MAINTENANCE & REPAIR	
Function:	Missed Repair Appointments
Measurement Overview:	When the data for this measure is collected for BST and a CLEC it can be used to compare the percentage of accurate estimates of the time required to complete service repairs for BST and the CLEC.
Measurement Methodology:	2. Percentage of Missed Repair Appointments = (Count of Customer Troubles Not Resolved by the Quoted Resolution Time and Date) / (Count of Customer Trouble Tickets Closed) X 100. Definition: Percent of trouble reports not cleared by date and time committed. Note: Appointment intervals vary with force availability in the POTS environment. Specials and Trunk intervals are standard interval appointments of no greater than 24 hours. Methodology: Mechanized metric from maintenance database(s).

Reporting Dimensions:	Excluded Situations:
<ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • BST Aggregate • State and Regional Level 	<ul style="list-style-type: none"> • Trouble tickets canceled at the CLEC request • BST trouble reports associated with internal or administrative service
Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
<ul style="list-style-type: none"> • Report Month • CLEC Ticket Number • Ticket Submission Date • Ticket Submission Time • Ticket Completion Time • Ticket Completion Date • Service Type • Disposition and Cause (Non-Design/Non-Special only) • State and Region Level 	<ul style="list-style-type: none"> • Report Month • BST Ticket Number • Ticket Submission Date • Ticket Submission Time • Ticket Completion Time • Ticket Completion Date • Service Type • Disposition and Cause (Non-Design/Non-Special only) • State and Region Level

Missed Repair Appointments

	Total	Dispatch		No-Dispatch	
		CLEC/EU	BST	CLEC/EU	BST
Local Interconnection Trunks **					
- Total					
Retail - Residence	X	X	X	X	X
- Total		X		X	
Retail - Business	X	X	X	X	X
- Total		X		X	
Retail - Design **					
- Total					
UNE Design **					
- Total					
UNE Non Design	X	X	X	X	X
- Total		X		X	
BST					
Local Interconnection Trunks **					
Retail Residence	X	X		X	
Retail Business	X	X		X	

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**Service Quality Measurements
Regional Performance Reports**

Retail Design **	X	X	X
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Note**: Customer Trouble Reports related to Interconnection Trunks and Design services are not given appointments, but are handled on a priority first in, first out basis

MAINTENANCE & REPAIR

Function:	Customer Trouble Report Rate
Measurement Overview:	This measure can be used to establish the frequency (rate) of customer trouble reports and employed to compare CLEC with BST results.
Measurement Methodology:	<p>1. Customer Trouble Report Rate = (Count of Initial and Repeated Trouble Reports in the Current Period) / (Number of Service Access Lines in Service at End of the Report Period) X 100. Note: Local Interconnection Trunks are reported only as total troubles.</p> <p>The Customer Trouble Report Rate is computed by accumulating the number of maintenance initial and repeated trouble reports during the reporting period. The resulting number of trouble reports are divided by the total number of "service access lines" existing for CLECs and BST respectively at the end of the report period.</p> <p>Definition: Initial and repeated customer direct or referred troubles reported within a calendar month (Where cause is not in: customer premises equipment, inside wire, or carrier equipment) per 100 lines/circuits in service.</p> <p>Methodology: Mechanized metric for trouble reports and lines in service.</p>

Reporting Dimensions:	Excluded Situations:
<ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • BST Aggregate • State and Regional Level 	<ul style="list-style-type: none"> • Trouble tickets canceled at the CLEC request • BST trouble reports associated with administrative service • Trouble reports where the cause is located in the end-user's CPE/CPIW
Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
<ul style="list-style-type: none"> • Report Month • CLEC Ticket Number • Ticket Submission Date • Ticket Submission Time • Ticket Completion Time • Ticket Completion Date • Service Type • Disposition and Cause (Non-Design/Non-Special only) • State and Region Level 	<ul style="list-style-type: none"> • Report Month • BST Ticket Number • Ticket Submission Date • Ticket Submission Time • Ticket Completion Time • Ticket Completion Date • Service Type • Disposition and Cause (Non-Design/Non-Special only) • State and Region Level

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MAINTENANCE & REPAIR

Customer Trouble Report Rate

	Dispatch	No Dispatch	Total
Local Interconnection Trunks	X	X	X
Retail Residence	X	X	X
Retail Business	X	X	X
Retail Design	X	X	X
UNE Design	X	X	X
UNE Non Design	X	X	X
BST			
Local Interconnection Trunks	X	X	X
Retail Residence	X	X	X
Retail Business	X	X	X
Retail Design	X	X	X
UNE Loop w/LNP		X	X

Function:	Quality of Repair & Time to Restore
Measurement Overview:	This measure, when collected for both the CLEC and BST and compared, monitors that CLEC maintenance requests are cleared comparably to BST maintenance requests.
Measurement Methodology:	<p>3. Maintenance Average Duration = (Total Duration Time from the Receipt to the Clearing of Trouble Reports) / (Total Out of Service Troubles)</p> <p>4. Percent Repeat Troubles within 30 Days = (Total Repeated Trouble Reports within 30 Days) / (Total Troubles) X 100</p> <p>5. Out of Service (OOS) > 24 Hours = (Total Troubles OOS > 24 Hours) / (Total OOS Troubles) X 100</p> <p>Definition: For Out of Service Troubles (no dial tone, cannot be called or cannot call out): the percentage of troubles cleared in excess of 24 hours.</p> <p>For Percent Repeat Trouble Reports within 30 Days: Trouble reports on the same line/circuit as a previous trouble report within the last 30 calendar days as a percent of total troubles reported.</p> <p>For Average Duration: Average time from the receipt of a trouble until the trouble is cleared.</p> <p>Methodology: Mechanized metric from maintenance database(s).</p>

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MAINTENANCE & REPAIR

Reporting Dimensions:	Excluded Situations:
<ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • BST Aggregate • State and Regional Level 	<ul style="list-style-type: none"> • Trouble reports canceled at the CLEC request • BST trouble reports associated with administrative service
Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
<ul style="list-style-type: none"> • Report Month • Total Tickets • CLEC Ticket Number • Ticket Submission Date • Ticket Submission Time • Ticket Completion Time • Ticket Completion Date • Total Duration Time • Service Type • Disposition and Cause (Non-Design/Non-Special only) • State and Region Level 	<ul style="list-style-type: none"> • Report Month • Total Troubles • Percentage of Customer Troubles Out of Service > 24 Hours • Total and Percent Repeat Trouble Reports with 30 Days • Total Duration Time • Service Type • Disposition and Cause (Non-Design/Non-Special only) • State and Region Level

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**Service Quality Measurements
Regional Performance Reports**

**MAINTENANCE & REPAIR
Maintenance Average Duration**

	Dispatch	No Dispatch	Total
Local Interconnection Trunks	X	X	X
Resale Residence	X	X	X
Resale Business	X	X	X
Resale Design	X	X	X
UNE Design	X	X	X
UNE Non Design	X	X	X
BST			
Local Interconnection Trunks	X	X	X
Retail Residence	X	X	X
Retail Business	X	X	X
Retail Design	X	X	X

Percent Repeat Trouble within 30 Days

	Dispatch	No Dispatch	Total
Local Interconnection Trunks	X	X	X
Resale Residence	X	X	X
Resale Business	X	X	X
Resale Design	X	X	X
UNE Design	X	X	X
UNE Non Design	X	X	X
BST			
Local Interconnection Trunks	X	X	X
Retail Residence	X	X	X
Retail Business	X	X	X
Retail Design	X	X	X

Out of Service more than 24 Hours

	Dispatch	No Dispatch	Total
Local Interconnection Trunks	X	X	X
Resale Residence	X	X	X
Resale Business	X	X	X
Resale Design	X	X	X
UNE Design	X	X	X
UNE Non Design	X	X	X
BST			
Local Interconnection Trunks	X	X	X
Retail Residence	X	X	X
Retail Business	X	X	X

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Service Quality Measurements
Regional Performance Reports

Retail Design	X	X	X
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BILLING

Function:	Invoice Accuracy & Timeliness
Measurement Overview:	The accuracy of billing invoices delivered by BST to the CLEC must provide CLECs with the opportunity to deliver bills at least as accurate as those delivered by BST. Producing and comparing this measurement result for both the CLEC and BST allows a determination as to whether or not parity exists.
Measurement Methodology:	<p>1. Invoice Accuracy = [(Total Local Services Billed Revenues during current month) - (Total Adjustment Revenues during current month)] / Total Local Services Billed Revenues during current month] x 100 This measure provides the percentage accuracy of the billing invoices for a CLEC by dividing the difference between the total billed revenue and total adjustment revenues by the total billed revenues during the current month.</p> <p>2. Mean Time to Deliver Invoices = \sum(Invoice Transmission Date) - (Date of Scheduled Bill Cycle Close) / (Count of Invoices Transmitted in Reporting Period) This measure provides the mean interval for billing invoices. CRIS-based invoices should be delivered within six (6) workdays, and CABS-based invoices should be delivered within eight (8) calendar days.</p> <p>Objective: Measures the percentage of accuracy and mean interval for timeliness of billing records delivered to CLECs in an agreed upon format.</p>

Reporting Dimensions:	Excluded Situations:
<ul style="list-style-type: none"> • CLFC Specific • CLEC Aggregate • BST Aggregate 	<ul style="list-style-type: none"> • Any invoices rejected due to formatting or content errors
Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
<ul style="list-style-type: none"> • Report Monthly • Invoice Type <ul style="list-style-type: none"> ■ Resale ■ Unbundled Element Invoices (UNE) 	<ul style="list-style-type: none"> • Report Monthly • Retail Type <ul style="list-style-type: none"> ■ CRIS ■ CABS

Invoice Accuracy

Reported Month:

Invoice Type:

	Total Billed Revenues	Total Adjustment Revenues	% Accuracy
CLEC A	X	X	X
CLEC AGGREGATE	X	X	X
BST AGGREGATE	X	X	X

Invoice Timeliness

Reported Month:

Invoice Type:

	% CRIS Bills Released (by 6 th Workday)	% CABS Bills Released (By 8 th Workday)
CLEC Specific Region		
CLEC Aggregate Region		
- Resale	X	
- UNE		X

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Regional Performance Reports**

BST Aggregate		
Region	X	X

BILLING

Function:	Usage Data Delivery Accuracy, Timeliness & Completeness
Measurement Overview:	The accuracy of usage records delivered by BST to the CLEC must provide CLECs with the opportunity to deliver bills at least as accurate as those delivered by BST. Producing and comparing this measurement result for both the CLEC and BST allows a determination as to whether or not parity exists.
Measurement Methodology:	<p>1. Usage Data Delivery Accuracy = (Total number of usage data packs sent during current month) - (Total number of usage data packs requiring retransmission during current month) / Total number of usage data packs sent during current month</p> <p>This measurement captures the percentage of recorded usage and recorded usage data packets transmitted error free and in an agreed upon format to the appropriate CLEC, as well as a parity measurement against BST Data Packet Transmission.</p> <p>2. Usage Data Delivery Completeness = (Total number of Recorded usage records delivered during the current month that are within thirty (30) days of the message(usage record) create date) / (Total number of Recorded usage records delivered during the current month)</p> <p>This measurement provides percentage of recorded usage data (BellSouth recorded and usage recorded by other carriers) processed and transmitted to the CLEC within thirty (30) days of the message (usage record) create date. A parity measure is also provided showing completeness of BST messages processed and transmitted via CMDS.</p> <p>3. Usage Data Delivery Timeliness = (Total number of usage records sent within six(6) calendar days from initial recording/receipt) / (Total number of usage records sent)</p> <p>This measurement provides percentage of recorded usage data(BellSouth recorded and usage recorded by other carriers) delivered to the appropriate CLEC within six (6) calendar days from initial recording. A parity measure is also provided showing timeliness of BST messages processed and transmitted via CMDS.</p> <p>Objective: The purpose of these measurements is to demonstrate the level of quality and timeliness of processing and transmission of both types of usage data (BellSouth recorded and usage recorded before other carriers) to the appropriate CLEC.</p> <p>Methodology: The usage data will be mechanically transmitted to the CLEC data processing center once daily. Timeliness and completeness measures are reported on the same report.</p>

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**Service Quality Measurements
Regional Performance Reports**

BILLING

Reporting Dimensions:	Excluded Situations:
<ul style="list-style-type: none"> • CLEC Aggregate • CLEC Specific • BST Aggregate 	<ul style="list-style-type: none"> • None
Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
<ul style="list-style-type: none"> • Report Monthly • Record Type <ul style="list-style-type: none"> ■ CMDS (Centralized Message Delivery System) ■ Non-CMDS 	<ul style="list-style-type: none"> • Report Monthly • Record Type

Usage Date Delivery Accuracy

Reported Month:

Reported Month	Total Data Packs Sent	Total Packs Requiring Retransmission	% Accuracy
CLECA	X	X	X
CLEC Aggregate	X	X	X
BST Aggregate	X	X	X

Usage Records Timeliness and Completeness

Report Period:

CLEC A			CLEC Aggregate			BST Aggregate		
Days Delay	Total Volume	Cumulative %	Days Delay	Total Volume	Cumulative %	Days Delay	Total Volume	Cumulative %
X	X	X	X	X	X	X	X	X
X	X	X	X	X	X	X	X	X

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**Service Quality Measurements
Regional Performance Reports**

OPERATOR SERVICES: TOLL ASSISTANCE AND DIRECTORY ASSISTANCE (Toll, DA)

Function:	Speed to Answer Performance
Measurement Overview:	The speed of answer delivered to CLEC retail customers, when BST provides Operator Services with Toll Assisted Calls or Directory Assistance on behalf of the CLEC, must be substantially the same as the speed of answer that BST delivers to its own retail customers, for equivalent local services. The same facilities and operators are used to handle BST and CLEC customer calls, as well as inbound call queues that will not differentiate between BST & CLEC service.
Measurement Methodology:	<p>1. Average Speed to Answer (Toll) = $\Sigma (\text{Total Call Waiting Seconds}) / (\text{Total Calls Served})$</p> <p>2. Percent Answered within "X" Seconds (Toll) = Derived by converting the Average Speed to Answer (Toll) using BellCore Statistical Answer Conversion Tables, to arrive at a percent of calls answered in less than ten seconds.</p> <p>3. Average Speed to Answer (DA) = $\Sigma (\text{Total Call Waiting Seconds}) / (\text{Total Calls Served})$</p> <p>4. Percent Answered within "X" Seconds (DA) = Derived by converting the Average Speed to Answer (DA) using BellCore Statistical Answer Conversion Tables, to arrive at a percent of calls answered in less than twelve seconds.</p> <p>Definition: Measurement of the average time in seconds calls wait before answer by a Toll or DA operator and the percent of Toll or DA calls that are answered in less than a predetermined time frame.</p> <p>Methodology: The Average Speed to Answer for Toll and DA is provided today from monthly system measurement reports, taken from the centralized call routing switches. The "Total Call Waiting Seconds" is a sub-component of this measure, which BellSouth systems calculate by monitoring the total number of calls in queue throughout the day multiplied by the time (in seconds) between monitoring events. The "Total Calls Served" is the other sub-component of this measure, which BellSouth systems record as the total number of calls handled by Operator Services Toll or DA centers.</p> <p>The Percent Answered within ten and twelve seconds measurement for Toll and DA is derived by using the BellCore Statistical Answer Conversion Tables, to convert the Average Speed to Answer measure into a percent of calls answered within ten/twelve seconds. The BellCore Conversion Tables are specific to the defined parameters of work time, # of operators, max queue size and call abandonment rates.</p> <p>Current BellSouth call center switch technology and business operations do not provide mechanized measurements differentiating between human versus machine call answer processing methods.</p>

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Service Quality Measurements
Regional Performance Reports

OPERATOR SERVICES: TOLL ASSISTANCE AND DIRECTORY ASSISTANCE (Toll, DA)

Reporting Dimensions:	Excluded Situations:
<ul style="list-style-type: none"> Toll Assistance (Toll) in Aggregate Directory Assistance (DA) in Aggregate State 	<ul style="list-style-type: none"> Calls abandoned by customers prior to answer by the BST Toll or DA operator
Data Retained (On Aggregate Basis):	
<ul style="list-style-type: none"> Month Call Type (Toll or DA) Average Speed of Answer 	

Report Formats:

Separate Reports will be produced for Each State in the BellSouth Region:

Operator Services: Toll & Directory Assistance		
REPORT: OPERATOR SERVICES TOLL AND DIRECTORY ASSISTANCE		
REPORT PERIOD: XX/XX/19XX - XX/XX/19XX		
STATE:		
	AVERAGE SPEED TO ANSWER (SECONDS)	% ANSWERED WITHIN "X" SECONDS
TOLL ASSISTANCE	X	% within 30 seconds
DIRECTORY ASSISTANCE	X	% within 20 seconds

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**Service Quality Measurements
Regional Performance Reports**

E911

Function:	Timeliness and Accuracy
Business Implications:	<ul style="list-style-type: none"> • BellSouth's goal is to maintain 100% accuracy in the E911 database for all its CLEC resale and retail customers by correctly processing all orders for E911 database updates. The 911 database update process ensures that the CLEC's updates are handled in parity with BST's updates. BST uses Network Data Mover (NDM) to transmit both CLEC resale and BST retail E911 updates to SCC (third party E911 database vendor) once per day for the entire region. No processing distinctions are made between CLEC records and BST records. These updates are processed within 24 hours. • CLECs ordering unbundled switching and facility-based CLEC E911 providers are responsible for the accuracy of their data that is input into the E911 database. Facilities-based CLEC record updates are transmitted by the CLEC directly to SCC without any BST involvement. • When BST retail or resale records experience errors in SCC's system, the errors are not returned to BST for correction. Instead, SCC handles and corrects all errors within 24 hours for both CLEC resale records and BST retail records. • BellSouth through its E911 third party vendor provides accuracy and timeliness measurements for BST and its CLEC resale customers. In addition, BellSouth through its E911 third party vendor provides an accuracy and timeliness report for CLECs ordering unbundled switching and facilities-based CLECs.
Measurement Methodology:	<p>1. E911 Timeliness = $\frac{\sum (\text{Number of Confirmed Orders}) - (\text{Number of Orders missed in Reporting Period})}{(\text{Number of Orders Confirmed in Reporting Period})} \times 100$</p> <p>Definition: Measures the percentage of E911 database updates within a 24-hour period.</p> <p>Methodology: Mechanized metric from ordering system</p> <p>2. E911 Accuracy = $\frac{\sum (\text{Total number of SOIR orders for E911 updates}) - [\text{Total number of Service Order Interface Records (SOIRs) with errors generated from Daily TN activity (based on the E911 Local Exchange Carrier Guide for Facility-Based Providers)}]}{(\text{Total number of SOIR orders for E911 updates})} \times 100$</p> <p>Definition: Measures the percentage of accurate 911 database updates</p> <p>Methodology: Mechanized metric from ordering system</p>

Reporting Dimensions:	Excluded Situations:
<ul style="list-style-type: none"> • BST Aggregate (Includes CLEC resale customers) • State and Regional Level 	<ul style="list-style-type: none"> • Any order canceled by the CLEC. • Order Activities of BST associated with internal or administrative use of local services
Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
<ul style="list-style-type: none"> • Report Month • CLEC Order Number • Order Submission Date • Order Submission Time • Error Type • Error Notice Date • Error Notice Time • Standard Order Activity 	<ul style="list-style-type: none"> • Report Month • Error Type • Average number of error • Standard Order Activity • State and Region

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Service Quality Measurements
Regional Performance Reports

▼ State and Region	
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E911

E911 Timeliness

	E911 Timeliness % within 24 Hours
CLEC A	X
CLEC AGGREGATE	X
BST AGGREGATE	X

E911 Accuracy

	E911 Accuracy %
CLEC A	X
CLEC AGGREGATE	X
BST AGGREGATE	X

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Service Quality Measurements
Regional Performance Reports

TRUNK GROUP PERFORMANCE

Function:	Interconnection Trunk Performance
Measurement Overview:	In order to ensure quality service to the CLECs as well as protect the integrity of the BST network, BST collects traffic performance data on the trunk groups interconnected with the CLECs as well as all other trunk groups in the BST network.
Measurement Methodology:	<p>1. Comparative Trunk Group Service Summary: Provides comparative measurements of the trunk groups which exceed the blocking threshold during their busy hours, as well as the total number of trunk groups measured.</p> <p>2. Trunk Group Service Report: Contains the service performance results of all final trunk groups (both BST administered trunk groups and CLEC administered trunk groups) between Point of Termination (POT) and BST tandems or end offices, by region, by CLEC, CLEC Aggregate, and BST aggregate.</p> <p>Specifically measures the total number of trunk groups, number of trunk groups measured, and the number of trunk groups which exceed the blocking threshold during their busy hours.</p> <p>3. Trunk Group Service Detail: Provides a detailed list of all final trunk groups between POTs and BST end offices or tandems (A-end and Z-end for BST Local trunks) including the actual blocking performance when blocking exceeds the measured blocking threshold. The blocking performance includes the observed blocking number for a particular Trunk Group Serial Number (TGSN).</p> <p>Blocking thresholds for all trunk groups are 3%, except BST CTIG, which is 2%.</p> <p>Measured Blocking = [(Total number of Blocked Calls)/(Total number of Attempted Calls)] X 100</p>

Reporting Dimensions:	Excluded Situations:
<ul style="list-style-type: none"> • BST Trunk Group Aggregate • CLEC Trunk Group Aggregate • CLEC Trunk Group Specific • State and Region Level 	<ul style="list-style-type: none"> • Trunk Groups for which valid traffic data measurement unavailable.
Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
<ul style="list-style-type: none"> • Report Month • Total Trunk Groups • Total Trunk Group for which data available • Threshold exceptions • Exceptions percent of the total • State and Region Level • Exception Trunk detail 	<ul style="list-style-type: none"> • Report Month • Total Trunk Groups • Total Trunk Group for which data available • Threshold exceptions • Exceptions percent of the total • State and Region Level • Exception Trunk detail

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TRUNK GROUP PERFORMANCE

1. Comparative Trunk Group Service Summary

CLEC 1		CLEC Aggregate		BST CTTG		BST Local	
# Trk Grps Blocked	Total Trk Grps Measured	# Trk Grps Blocked	Total Trk Grps Measured	# Trk Grps Blocked	Total Trk Grps Measured	# Trk Grps Blocked	Total Trk Grps Measured
X	X	X	X	X	X	X	X

2. Trunk Group Service Report

CLEC 1												
BST Administered	Region											
	AL	GA	KY	LA	MS	NC	NF	SC	SF	TN	TOTAL	
Total Trunk Groups:	x	x	x	x	x	x	x	x	x	x	x	x
Trk Grps Meas/Proc:	x	x	x	x	x	x	x	x	x	x	x	x
Tot Grps > 3% observed blocking	x	x	x	x	x	x	x	x	x	x	x	x
CLEC Administered												
Total Trunk Groups:	x	x	x	x	x	x	x	x	x	x	x	x
Trk Grps Meas/Proc:	x	x	x	x	x	x	x	x	x	x	x	x
Tot Grps > 3% observed blocking	x	x	x	x	x	x	x	x	x	x	x	x
TOTAL												
Total Trunk Groups:	x	x	x	x	x	x	x	x	x	x	x	x
Trk Grps Meas/Proc:	x	x	x	x	x	x	x	x	x	x	x	x
Tot Grps > 3% observed blocking	x	x	x	x	x	x	x	x	x	x	x	x

CLEC Aggregate												
BST Administered	Region											
	AL	GA	KY	LA	MS	NC	NF	SC	SF	TN	TOTAL	
Total Trunk Groups:	x	x	x	x	x	x	x	x	x	x	x	x
Trk Grps Meas/Proc:	x	x	x	x	x	x	x	x	x	x	x	x
Tot Grps > 3% observed blocking	x	x	x	x	x	x	x	x	x	x	x	x
CLEC Administered												
Total Trunk Groups:	x	x	x	x	x	x	x	x	x	x	x	x
Trk Grps Meas/Proc:	x	x	x	x	x	x	x	x	x	x	x	x
Tot Grps > 3% observed blocking	x	x	x	x	x	x	x	x	x	x	x	x
TOTAL												
Total Trunk Groups:	x	x	x	x	x	x	x	x	x	x	x	x
Trk Grps Meas/Proc:	x	x	x	x	x	x	x	x	x	x	x	x
Tot Grps > 3% observed blocking	x	x	x	x	x	x	x	x	x	x	x	x
PCT1	x	x	x	x	x	x	x	x	x	x	x	x

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TRUNK GROUP PERFORMANCE

BellSouth CTTG Trunk Group											
BST Administered	Region										TOTAL
	AL	GA	KY	LA	MS	NC	NF	SC	SF	TN	
Total Trunk Groups:	x	x	x	x	x	x	x	x	x	x	x
Trk Grps Meas/Proc:	x	x	x	x	x	x	x	x	x	x	x
Tot Grps > 2% observed blocking	x	x	x	x	x	x	x	x	x	x	x
Independent Administered											
Total Trunk Groups:	x	x	x	x	x	x	x	x	x	x	x
Trk Grps Meas/Proc:	x	x	x	x	x	x	x	x	x	x	x
Tot Grps > 2% observed blocking	x	x	x	x	x	x	x	x	x	x	x
TOTAL											
Total Trunk Groups:	x	x	x	x	x	x	x	x	x	x	x
Trk Grps Meas/Proc:	x	x	x	x	x	x	x	x	x	x	x
Tot Grps > 2% observed blocking	x	x	x	x	x	x	x	x	x	x	x

BellSouth Local Network											
BST Administered	Region										TOTAL
	AL	GA	KY	LA	MS	NC	NF	SC	SF	TN	
Total Trunk Groups:	x	x	x	x	x	x	x	x	x	x	x
Trk Grps Meas/Proc:	x	x	x	x	x	x	x	x	x	x	x
Tot Grps > 3% observed blocking	x	x	x	x	x	x	x	x	x	x	x

3. Trunk Group Service Detail

CLEC

ORDERED	TGSN	BST SWITCH	CLEC POT	DESC	OBSVD MAX BLKG	HR	TKS	VAL DAYS	NBR RPTS	RMKS
X	X	X	X	X	X	X	X	X	X	X

BST Common Transport Trunk Group

ORDERED	TGSN	TANDEM	END OFFICE	DESC	OBSVD MAX BLKG	HR	TKS	VAL DAYS	NBR RPTS	RMKS
X	X	X	X	X	X	X	X	X	X	X

BST Local Network

ORDERED	TGSN	A-End	Z-End	DESC	OBSVD MAX BLKG	HR	TKS	VAL DAYS	NBR RPTS	RMKS
X	X	X	X	X	X	X	X	X	X	X

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TRUNK GROUP PERFORMANCE

Trunking Definitions

Field Name	Description	Data Type
Switch	Identifier for the BellSouth end of the Trunk Group. Part of 37 character Common Language Location Identifier(CLLI) code.	AlphaNum(11)
POT	Identifier for the CLEC Point of Termination(POT)of the Trunk Group. Part of 37 character Common Location Language Identifier(CLLI) code.	AlphaNum(11)
TANDEM	Identifier for the BellSouth Tandem end of the Trunk Group. Part of 37 character Common Language Location Identifier(CLLI) code.	AlphaNum(11)
END OFFICE	Identifier for the BellSouth End Office of the Trunk Group. Part of 37 character Common Location Language Identifier(CLLI) code.	AlphaNum(11)
A-END	Identifier for the BellSouth Originating/Low Alpha end of the Trunk Group. Part of 37 character Common Language Location Identifier(CLLI) code.	AlphaNum(11)
Z-END	Identifier for the BellSouth Terminating/High Alpha end of the Trunk Group. Part of 37 character Common Location Language Identifier(CLLI) code.	AlphaNum(11)
DESCRPT	Describes function/operation of the Trunk Group. Part of 37 character Common Language Location Identifier(CLLI) code.	AlphaNum(15)
TGSN	Unique trunk group identifier. (Trunk Group Serial Number)	AlphaNum(8)
OBSVD BLKG	Blocking ratio determined from traffic data measurement.(Total number of calls blocked/Total number of calls attempted)	Numeric

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Trunking Definitions (Continued)

Field Name	Description	Data Type
TKS	Total number of trunks in service in a trunk group	Numeric
VAL DAYS	Total number of valid days of measurement	Numeric
NBR RPTS	Number of consecutive monthly reports for which the trunk group exceeded the measured blocking threshold	Numeric(2)
RMKS	Cause of blocking and/or release plan	AlphaNum

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<p>Collocation Function:</p>	<p>Response Interval, Provisioning Interval and Timeliness for Providing Collocation Space to a CLEC in a BellSouth Central Office.</p>
<p>Measurement Overview:</p>	<p>Collocation is the placement of customer-owned equipment in BellSouth Central Offices for interconnecting to BellSouth's tariffed services and unbundled network elements. BellSouth offers both Virtual and Physical Collocation and will report its performance on these offerings separately. The milestones in the process for which measurements will be provided is: the average time to respond to a request after we have the complete application; the average time between receiving the bona fide firm order until the space is turned over to the CLEC; and the percentage of due dates on firm orders missed.</p>
<p>Measurement Methodology:</p>	<p>1. Average Response Time = $\sum (\text{Request Response Date \& Time}) - (\text{Request Submission Date \& Time}) / \text{Count of Request submitted in Reporting Period.}$</p> <p>Definition: Measures the average time from the receipt of a complete and accurate Collocation Request (including receipt of Application Fees) to the date BellSouth responds in writing.</p> <p>Methodology: Manual</p> <p>2. Average Arrangement Time = $\sum (\text{Date \& Time Collocation Arrangement is Complete}) - (\text{Date \& Time Order for Collocation Arrangement submitted}) / \text{Total Numbers of Collocation Arrangements Completed during Reporting Period.}$</p> <p>Definition: Measures the Average Time from the receipt of complete and accurate Firm Order (including Fees) to date BellSouth completes the Collocation Arrangement [Called "BellSouth complete date". Assumes space and construction complete and network infrastructure complete.]</p> <p>Methodology: Manual</p> <p>3. % of Due Dates Missed = $(\text{Number of Orders not completed w/i ILEC committed Due Date during reporting period}) / (\text{Number of Orders scheduled for completion in reporting period}) \times 100.$</p> <p>Definition: Measures the percent of Collocation space request, including construction and network infrastructure, that are not complete on the due date.</p> <p>Methodology: Manual</p>

<p>Reporting Dimensions:</p> <ul style="list-style-type: none"> • State and Regional Level • Virtual • Physical 	<p>Excluded Situations:</p> <ul style="list-style-type: none"> • Any order canceled by the CLEC. • Time for BST to obtain any permits • Collocation contract negotiations
<p>Data Retained Relating to CLEC Experience:</p> <ul style="list-style-type: none"> • Report Month • CLEC Order Number • Application Submission Date • Firm Order Submission Time • Space Acceptance Date 	<p>Data Retained Relating to BST Performance:</p> <ul style="list-style-type: none"> • Report Month • Application • Application Response • Firm Order • BST Completion Data

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Appendix A: Reporting Scope

<p>Standard Service Groupings</p>	<p><u>Pre-Order, Ordering</u></p> <ul style="list-style-type: none"> • Resale Residence • Resale Business • Resale Special • Local Interconnection Trunks • UNE • UNE - Loops w/LNP <p><u>Provisioning</u></p> <ul style="list-style-type: none"> • UNE Non-Design • UNE Design • UNE Loops w/LNP • Local Interconnection Trunks • Resale Residence • Resale Business • Resale Design • BST Trunks • BST Residence Retail • BST Business Retail <p><u>Maintenance and Repair</u></p> <ul style="list-style-type: none"> • Local Interconnection Trunks • UNE Non-Design • UNE Design • Resale Residence • Resale Business • BST Interconnection Trunks • BST Residence Retail • BST Business Retail <p><u>Local Interconnection Trunk Group Blockage</u></p> <ul style="list-style-type: none"> • BST CTTG Trunk Groups • CLEC Trunk Groups
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Appendix A: Reporting Scope

<p>Standard Service Order Activities</p> <p><i>These are the generic BST/CLEC service order activities which are included in the Pre-Ordering, Ordering, and Provisioning sections of this document. It is not meant to indicate specific reporting categories.</i></p>	<ul style="list-style-type: none"> • New Service Installations • Service Migrations Without Changes • Service Migrations With Changes • Move and Change Activities • Service Disconnects (Unless noted otherwise)
<p>Pre-Ordering Query Types:</p>	<ul style="list-style-type: none"> • Address • Telephone Number • Appointment Scheduling • Customer Service Record • Feature Availability
<p>Report Levels</p>	<ul style="list-style-type: none"> • CLEC State • CLEC Region • Aggregate CLEC State • Aggregate CLEC Region • BST State • BST Region

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**Service Quality Measurements
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A	ACD	Automatic Call Distributor - A service that provides status monitoring of agents in a call center and routes high volume incoming telephone calls to available agents while collecting management information on both callers and attendants.
	AGGREGATE	Sum total of all items in like category, e.g. CLEC aggregate equals the sum total of all CLECs' data for a given reporting level.
	ASR	Access Service Request - A request for access service terminating delivery of carrier traffic into a Local Exchange Carrier's network.
	ATLAS	Application for Telephone Number Load Administration System - The BellSouth Operations System used to administer the pool of available telephone numbers and to reserve selected numbers from the pool for use on pending service requests/service orders.
	ATLASTN	ATLAS software contract for Telephone Number
B	BILLING	The process and functions by which billing data is collected and by which account information is processed in order to render accurate and timely billing.
	BOCRIS	Business Office Customer Record Information System - A front-end presentation manager used by BellSouth organizations to access the CRIS database.
	BRC	Business Repair Center - The BellSouth Business Systems trouble receipt center which serves large business and CLEC customers.
	BST	BellSouth Telecommunications, Inc.
C	CKTID	A unique identifier for elements combined in a service configuration
	CLEC	Competitive Local Exchange Carrier
	CMDS	Centralized Message Distribution System - BellCore administered national system used to transfer specially formatted messages among companies.
	COFFI	Central Office Feature File Interface - A BellSouth Operations System database which maintains Universal Service Order Code (USOC) information based on current tariffs.
	COFIUSOC	COFFI software contract for feature/service information
	CRIS	Customer Record Information System - The BellSouth proprietary corporate database and billing system for non-access customers and services.
	CRSACCTS	CRIS software contract for CSR information
	CSR	Customer Service Record
CTTG	Common Transport Trunk Group - Final trunk groups between BST & Independent end offices and the BST access tandems.	

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Appendix B: Glossary of Acronyms and Terms

D	DESIGN DISPOSITION & CAUSE DI/ETH DLR DOE DSAP DSAPDDI	Design Service is defined as any Special or Plain Old Telephone Service Order which requires BellSouth Design Engineering Activities Types of trouble conditions, e.g. No Trouble Found, Central Office Equipment, Customer Premises Equipment, etc. Display Lengthy Trouble History - A history report that gives all activity on a line record for trouble reports in LMOS Detail Line Record - All the basic information maintained on a line record in LMOS, e.g. name, address, facilities, features etc. Direct Order Entry System - An internal BellSouth service order entry system used by BellSouth Service Representatives to input business service orders in BellSouth format. DOE (Direct Order Entry) Support Application - The BellSouth Operations System which assists a Service Representative or similar carrier agent in negotiating service provisioning commitments for non-designed services and UNEs. DSAP software contract for schedule information
F	E911 EDI	Provides callers access to the applicable emergency services bureau by dialing a 3-digit universal telephone number. Electronic Data Interchange - The computer-to-computer exchange of inter and/or intra company business documents in a public standard format.
F	FLOW-THROUGH FOC	In the context of this document, orders that are processed mechanically without human intervention. Firm Order Confirmation - A notification returned to the CLEC confirming that the LSR has been received and accepted, including the specified commitment date.
G		
H	HAL HALCRIS	"Hands Off" Assignment Logic - Front end access and error resolution logic used in interfacing BellSouth Operations Systems such as ATLAS, BOCRIS, LMOS, PSIMS, RSAG and SOCS. HAL software contract for CSR information
I	ISDN	Integrated Services Digital Network
K		

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Appendix B: Glossary of Acronyms and Terms

<p>I.</p>	<p>I.CSC LEGACY SYSTEM LENS LEO LESOG LMOS LMOS HOST LMOSupd LNP LOOPS LSR</p>	<p>Local Carrier Service Center - The BellSouth center which is dedicated to handling CLEC LSRs, ASRs, and Preordering transactions along with associated expedite requests and escalations. Term used to refer to BellSouth Operations Support Systems (see OSS) Local Exchange Negotiation System - The BellSouth LAN/web server/OS application developed to provide both preordering and ordering electronic interface functions for CLECs. Local Exchange Ordering - A BellSouth system which accepts the output of EDI, applies edit and formatting checks, and reformats the Local Service Requests in BellSouth Service Order format. Local Exchange Service Order Generator - A BellSouth system which accepts the service order output of LEO and enters the Service Order into the Service Order Control System using terminal emulation technology. Loop Maintenance Operations System - A BellSouth Operations System which stores the assignment and selected account information for use by downstream OSS and BellSouth personnel during provisioning and maintenance activities. LMOS host computer LMOS updates Local Number Portability - In the context of this document, the capability for a subscriber to retain his current telephone number as he transfers to a different local service provider. Transmission paths from the central office to the customer premises. Local Service Request - A request for local resale service or unbundled network elements from a CLEC.</p>
<p>M</p>	<p>MAINTENANCE & REPAIR MARCH</p>	<p>The process and function by which trouble reports are passed to BellSouth and by which the related service problems are resolved. A BellSouth Operations System which accepts service orders, interprets the coding contained in the service order image, and constructs the specific switching system Recent Change command messages for input into end office switches.</p>
<p>N</p>	<p>NC</p>	<p>"No Circuits" - All circuits busy announcement</p>

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Appendix B: Glossary of Acronyms and Terms

<p>O</p>	<p>OASIS</p> <p>OASISBSN OASISCAR OASISLPC OASISMTN OASISNET OASISOCP ORDERING</p> <p>OSPCM</p> <p>OSS</p> <p>OUT OF SERVICE</p>	<p>Obtain Availability Services Information System - A BellSouth front-end processor which acts as an interface between COFFI and RNS. This system takes the USOCs in COFFI and translates them to English for display in RNS.</p> <p>OASIS software contract for feature/service</p> <p>The process and functions by which resale services or unbundled network elements are ordered from BellSouth as well as the process by which an LSR or ASR is placed with BellSouth.</p> <p>Outside Plant Contract Management System - Provides Scheduling Information.</p> <p>Operations Support System - A support system or database which is used to mechanize the flow or performance of work. The term is used to refer to the overall system consisting of hardware complex, computer operating system(s), and application which is used to provide the support functions.</p> <p>Customer has no dial tone and cannot call out.</p>
<p>P</p>	<p>POTS</p> <p>PREDICTOR</p> <p>PREORDERING</p> <p>PROVISIONING</p> <p>PSIMS</p> <p>PSIMSORB</p>	<p>Plain Old Telephone Service</p> <p>The BellSouth Operations system which is used to administer proactive maintenance and rehabilitation activities on outside plant facilities, provide access to selected work groups (e.g. RRC & BRC) to Mechanized Loop Testing and switching system I/O ports, and provide certain information regarding the attributes and capabilities of outside plant facilities.</p> <p>The process and functions by which vital information is obtained, verified, or validated prior to placing a service request.</p> <p>The process and functions by which necessary work is performed to activate a service requested via an LSR or ASR and to initiate the proper billing and accounting functions.</p> <p>Product/Service Inventory Management System - A BellSouth database Operations System which contains availability information on switching system features and capabilities and on BellSouth service availability. This database is used to verify the availability of a feature or service in an NXX prior to making a commitment to the customer.</p> <p>PSIMS software contract for feature/service</p>
<p>Q</p>		
<p>R</p>	<p>RNS</p> <p>RRC</p> <p>RSAG</p> <p>RSAGADDR RSAGTN</p>	<p>Regional Negotiation System - An internal BellSouth service order entry system used by BellSouth Consumer Services to input service orders in BellSouth format.</p> <p>Residence Repair Center - The BellSouth Consumer Services trouble receipt center which serves residential customers.</p> <p>Regional Street Address Guide - The BellSouth database which contains street addresses validated to be accurate with state and local governments.</p> <p>RSAG software contract for address search</p> <p>RSAG software contract for telephone number search</p>

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Appendix B: Glossary of Acronyms and Terms

S	SOCS SOIR	Service Order Control System - The BellSouth Operations System which routes service order images among BellSouth drop points and BellSouth Operations Systems during the service provisioning process. Service Order Interface Record - any change effecting activity to a customer account by service order that impacts 911/E911.
T	TAFI TN	Trouble Analysis Facilitation Interface - The BellSouth Operations System which supports trouble receipt center personnel in taking and handling customer trouble reports. Telephone Number
U	UNE	Unbundled Network Element
V		
W	WTN	A unique identifier for elements combined in a service configuration
X		
Y		
Z		
Σ		Sum of:



BellSouth Interconnection Services

675 West Peachtree Street
Room 34S91
Atlanta, Georgia 30375

Susan M. Arrington
(404) 927-7513
Fax: (404) 927-8324

04-01-3

December 28, 1998

Melissa Cloz
Sprint Communications
Suite 400 B
151 Southhall Lane
Maitland, Florida 32751

Dear Melissa,

Enclosed for your files is a fully executed copy of Amendment 2 to the Interconnection Agreement between BellSouth Telecommunications, Inc. and Sprint Communications Company L.P. (Florida). BellSouth will file this Amendment with the Florida Public Service Commission.

Please give me a call if you have any questions.

Sincerely,

A handwritten signature in cursive script, appearing to read "Susan", written over a horizontal line.

Susan M. Arrington
Manager - Interconnection Services

AMENDMENT 2
 TO INTERCONNECTION AGREEMENT BETWEEN
 BELLSOUTH TELECOMMUNICATIONS, INC.
 AND SPRINT COMMUNICATIONS COMPANY L.P.
 (FLORIDA)
 DATED JULY 1, 1997

Pursuant to this Agreement (the "Amendment"), BellSouth Telecommunications, Inc. ("BellSouth") and Sprint Communications Company, L.P. ("Sprint") hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Interconnection Agreement between the Parties dated July 1, 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, BellSouth and Sprint hereby covenant and agree as follows:

1. Pursuant to the Interconnection Agreement, the parties hereby agree to revise the Unbundled Network Element Rates and Local Interconnection Rates as set forth in Part IV-Pricing for the state of Florida. Based on the Order issued by the Florida Public Service Commission on April 29, 1998 in Docket Nos. 960757, 960833 and 960846, the final unbundled network element rates and local interconnection rates in Florida shall be as set forth in the attachments. These rates shall be retroactive to the effective date of the order.

2. The Parties agree that Part IV-Pricing, Tables 1 and 2 for the state of Florida are hereby deleted in their entirety and replaced with a new Part IV-Pricing, Tables 1 and 2 attached hereto to reflect the new arbitrated rates in the state of Florida.

3. The Parties agree that all of the other provisions of the Interconnection Agreement, dated July 1, 1997, shall remain in full force and effect.

4. 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.

BELLSOUTH TELECOMMUNICATIONS,
 INC.

By: _____

DATE: _____

[Handwritten Signature]
 12/23/98

[Handwritten Signature]
 SPRINT COMMUNICATIONS
 COMPANY L.P.

By: W. Richard Morris

DATE: _____

12-18-98

PART IV: PRICING**34. General Principles**

All services currently provided hereunder (including resold Local Services, Network Elements, Combinations and Ancillary Functions) and all new and additional services to be provided hereunder shall be priced in accordance with all applicable provisions of the Act and the rules and orders of the Federal Communications Commission and the Florida Public Service Commission.

35. Local Service Resale

The rates that Sprint shall pay to BellSouth for resold Local Services shall be BellSouth's Retail Rates less the applicable discount. The following discount will apply to all Telecommunications Services available for resale in Florida.

Residential Service	21.83%
Business Service:	16.81%

36. Unbundled Network Elements

The prices that Sprint shall pay to BellSouth for Unbundled Network Elements are set forth in Table 1.

36.1 Charges for Multiple Network Elements

Any BellSouth non-recurring and recurring charges shall not include duplicate charges or charges for functions or activities that Sprint does not need when two or more Network Elements are combined in a single order. BellSouth and Sprint shall work together to mutually agree upon the total non-recurring and recurring charge(s) to be paid by Sprint when ordering multiple Network Elements. If the parties cannot agree to the total non-recurring and recurring charge(s) to be paid by Sprint when ordering multiple Network Elements within sixty (60) days of the Effective Date, either party may petition the Florida Public Service Commission to settle the disputed charge or charges.

37. Compensation For Call and Transport Termination

The prices that Sprint and BellSouth shall pay to BellSouth are set forth in Table 1.

38. **Ancillary Functions**

38.1 Collocation - The prices that Sprint shall pay to BellSouth are set forth in Table 2.

38.2 Rights-of-Way - The prices that Sprint shall pay to BellSouth are set forth in Table 3.

38.3 Poles, Ducts and Conduits - The prices that Sprint shall pay to BellSouth are set forth in Table 4.

39. **Local Number Portability**

The prices for interim number portability are set forth in Table 5.

40. **Recorded Usage Data**

The prices for recorded usage data are set forth in Table 6.

41. **Electronic Interfaces**

Each party shall bear its own cost of developing and implementing Electronic Interface Systems because those systems will benefit all carriers. If a system or process is developed exclusively for certain carriers, however, those costs shall be recovered from the carrier who is requesting the customized system.

41.1 **Operational Support Systems (OSS) Rates**

Rates for Operational Support Systems (OSS) are to be determined as established in Docket No. 960833-TP. Such rates shall be applied to Sprint under the same terms and conditions as the Parties in the Docket.

TABLE 1

UNBUNDLED NETWORK ELEMENTS

Network Interface Device, Per Month	\$1.08
Installation of 2 wire/4 wire ALEC NID	
NRC First	\$ 70.32
NRC Add'l	\$ 54.35
NID to NID Cross Connect, 2 wire or 4 wire, NRC	\$ 6.15
Loops, including NID	
2 wire, per month	
NRC First	\$140.00
NRC Add'l	\$ 42.00
4 wire, per month	
NRC First	\$141.00
NRC Add'l	\$ 43.00
2 wire ISDN, per month	
NRC First	\$306.00
NRC Add'l	\$283.00
DS1, per month	
NRC First	\$ 80.00 (26)
NRC Add'l	\$540.00
2 wire ADSL, per month	
NRC First	\$15.81
NRC Add'l	\$113.85
2 wire HDSL, per month	
NRC, First	\$ 12.12
NRC, Add'l	\$113.85
4 wire HDSL, per month	
NRC, First	\$ 99.61
NRC, Add'l	\$ 99.61
4 wire HDSL, per month	
NRC, First	\$ 18.24
NRC, Add'l	\$116.91
Sub-Loops	
Loop Distribution per 2 wire Analog, VG Loop, (including NID), per month	
NRC, First	\$ 8.57
NRC, Add'l	\$ 78.29
Loop Distribution per 4 wire Analog VG Loop (including NID), per month	
NRC, First	\$ 58.33
NRC, Add'l	\$ 11.29
Unbundled Loop Channelization System (DS1 to VG)	
Per system, per month	
NRC, First	\$480.00
NRC, Add'l	\$350.00
Per voice interface, per month	
NRC, First	\$ 90.00
NRC, Add'l	\$ 1.50
End Office Switching	
Ports	\$ 5.75
	\$ 5.50

2 wire	\$ 2.00
NRC First	\$38.00
NRC Add'l	\$15.00
4 wire	\$ 9.14
NRC First	\$ 5.86
NRC Add'l	\$ 5.86
2 wire ISDN	\$13.00
NRC First	\$88.00
NRC Add'l	\$66.00
2 wire DID	TBD
NRC First	TBD
NRC Add'l	TBD
4 wire ISDN	TBD
NRC First	TBD
NRC Add'l	TBD
4 wire DSI	\$125.00
NRC First	\$112.00
NRC Add'l	\$ 91.00
Usage	
Initial Minute	\$0.0175
Additional Minutes	\$0.005
Features, functions, capabilities	No additional charge
Operator Systems	
Operator Call Handling-Station & Person	\$1.00 per minute
Automated Call Handling	\$0.10 per call attempt
Directory Assistance	\$0.25 per call
DA Call Completion	\$0.03 per call attempt
Intercept	\$0.01 per call
Busy Line Verification	\$0.80 per call
Emergency Interrupt	\$1.00 per call
Directory Assistance	
DA Database	
per listing	\$0.001
monthly	\$100.00
Direct access to DA service	
per query	\$0.01
monthly	\$5,000.00
NRC, service establish charge	\$820.00
DA transport	
switched local channel	\$ 43.64
NRC, first	\$242.45
NRC, add'l	\$226.44
Dedicated DS1 Level Interoffice per mile, per month	\$0.6013
Dedicated DS1 Level Interoffice per facility termination, per month	\$ 99.79
NRC, First	\$ 45.91
NRC, Add'l	\$ 44.18
Installation NRC, per trunk or signaling connection	
NRC, First	\$206.06

NRC, Add'l	\$ 4.71
Switched Common	
Per DA call	\$0.0003
Per DA call per mile	\$0.00001
Tandem Switching	
Per DA call	\$0.00055
Dedicated Transport	
DS1, facility termination	\$ 99.79
DS1, per mile	\$ 0.6013
NRC, first	\$ 45.91
NRC, Add'l	\$ 44.18
Local Channel DS1, per month	\$ 44.35
NRC, First	\$ 246.50
NRC, Add'l	\$230.49
Common Transport	
Facility termination, per MOU	\$0.0005
Per mile, per MOU	\$0.000012
Tandem Switching	\$0.00029 per minute
Signaling Links	
Link	\$5.00 per link, per month
non-recurring	\$400.00
Link termination	\$113.00
Signal Transfer Points	
ISUP	\$0.00001 per message
TCAP	\$0.00004 per message
Usage surrogate	\$64.00 per month
Service Control Points	
LIDB (1)	TBD
Toll Free Database (1)	TBD
AIN, per message	\$0.00004 (interim rate)
AIN, Service Creation Tools (1)	TBD
AIN, Mediation (1)	TBD
(1) BellSouth and Sprint shall negotiate rates for this offering. If agreement is not reached within sixty (60) days of the Effective Date, either party may petition the Florida PSC to settle the disputed charge or charges.	
Call Transport and Termination	
Direct End Office interconnection	\$.002 per MOU
Interconnection at the Tandem Switch,	
- Tandem switch + transport	\$.00125 per MOU
- End Office Switch	\$.00200 per MOU
- Combined	\$.00325 per MOU
Operational Support Systems	
	TBD

TABLE 2

PHYSICAL AND VIRTUAL COLLOCATION

Physical Collocation Rates

Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
Application Fee/Planning Fee	Per Request	\$15.53	\$3,248
Space Preparation Fee	Per Request	NA	ICB
Space Construction			
Wire Cage	Per first 100 sq. Ft.	\$41.99	NA
Gypsum Board Cage	Per first 100 sq. Ft.	\$84.10	NA
Fire Rated Cage	Per first 100 sq. Ft.	\$99.73	NA
Wire Cage	Per add'l 50 sq. Ft.	\$4.14	NA
	Per add'l 50 sq. Ft.	\$9.35	NA
	Per add'l 50 sq. Ft.	\$11.30	NA
Floor Space/Land and Building	Per sq. Ft.	\$4.25	NA
Cable Installation	Per Cable	\$2.77	\$1,056
Cable Rack		\$22.94	NA
Power	Per Amp	\$6.95	NA
Cross Connects			
2-wire	Per 100 Circuits	\$5.24	\$1,157
4-wire	Per 100 Circuits	\$5.24	\$1,157
DS-1/DCS	Per 28 Circuits	\$226.39	\$1,950
DS-1/DSX	Per 28 Circuits	\$11.51	\$1,950
DS-3/DCS	Per Circuit	\$56.97	\$528
DS-3/DSX	Per Circuit	\$10.06	\$528
Optical Circuits	Per Connection	\$6.46	\$2,431
Security Escort			
Regular Time	Per ¼ hour	NA	\$10.89
Overtime	Per ¼ hour	NA	\$13.64
Premium Time	Per ¼ hour	NA	\$16.40
Security Access Cards	Per Request (5 Cards)	NA	\$85.12

Virtual Collocation Rates

Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
Application Fee/Planning Fee	Initial Request	NA	\$4,122
	Add'l Cable Request	NA	\$1,249
Floor Space/Land and Building	Per Sq. Ft.	\$4.25	NA
Cable Installation	Per Cable	\$12.45	\$965
Cable Rack	Per 1/4 Rack	\$2.24	NA
Power	Per Amp	\$6.95	NA
Cross Connects			
2-Wire	Per 100 Circuits	\$5.02	\$1,157
4-Wire	Per 100 Circuits	\$5.02	\$1,157
DS-1-DCS	Per 28 Circuits	\$226.39	\$1,950
DS-1-DSX	Per 28 Circuits	\$11.51	\$1,950
DS-3-DCS	Per Circuit	\$56.97	\$528
DS-3-DSX	Per Circuit	\$10.06	\$528
Optical Circuits	Per Connection	\$6.71	\$2,431
Virtual to Virtual Connection			
Fiber	Per Cable	\$.19	\$526.17
DS-1/DS-3	Per Cable	\$.17	\$134.46
Equipment Maintenance and Security Escort			
Regular Time	Per 1/4 hour	NA	\$10.89
Overtime	Per 1/4 hour	NA	\$13.64
Premium Time	Per 1/4 hour	NA	\$16.40

AMENDMENT 3
TO INTERCONNECTION AGREEMENT BETWEEN
BELLSOUTH TELECOMMUNICATIONS, INC.
AND SPRINT COMMUNICATIONS COMPANY L.P.
FLORIDA
DATED JULY 1, 1997

Pursuant to this Agreement (the "Amendment"), BellSouth Telecommunications, Inc. ("BellSouth") and Sprint Communications Company, L.P. ("Sprint") hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Interconnection Agreement between the Parties dated July 1, 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, BellSouth and Sprint hereby covenant and agree as follows:

1. Section 20.1 of the General Terms and Conditions section is hereby deleted in its entirety and replaced with the following language:

20.1 BellSouth is authorized to include Sprint's Subscriber List Information in its Directory Assistance Database Service (DADS) and its Direct Access to Directory Assistance Service (DADAS). Any other use by BellSouth of Sprint's Subscriber List Information is not authorized and with the exception of a request for DADS or DADAS, BellSouth shall refer any request for such information to Sprint.

2. Attachment 2 of the Interconnection Agreement is hereby amended to include Section 13.7.1 and Section 13.7.2 as follows:

13.7.1 BellSouth shall make its Directory Assistance Database Service (DADS) available to Sprint in order to allow Sprint to provide its customers with the same directory assistance type services BellSouth provides to BellSouth customers. Directory Assistance type service is defined as Voice Directory Assistance (DA, Operator System assisted) and Electronic Directory Assistance (Data System assisted).

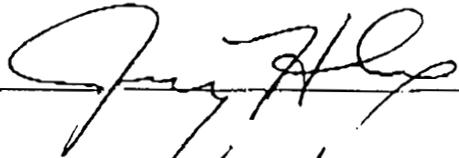
13.7.2 Direct Access to Directory Assistance Service (DADAS) will provide Sprint's directory assistance operators with the ability to search all available BellSouth directory assistance records in the Directory Assistance Service format. Subscriptions to DADAS will allow Sprint to utilize its own switch, operator workstations and *optional* audio subsystems.

3. That all of the other provisions of the Interconnection Agreement, dated July 1, 1997 shall remain in full force and effect.

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

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

BELLSOUTH TELECOMMUNICATIONS,
INC.

By: 

DATE: 12/29/98


SPRINT COMMUNICATIONS
COMPANY L.P.

By: W. Richard Morris

DATE: 12-18-98



BellSouth Interconnection Services

675 West Peachtree Street
Room 34S91
Atlanta, Georgia 30375

Susan M. Arrington
(404) 927-7513
Fax: (404) 529-7839

March 24, 1999

Melissa Cloz
Sprint Communications
Mail: FLAPKA0304
555 Lake Border Drive
Apoka, Florida 32703

Dear Melissa,

Enclosed for your files is a fully executed copy of the 4th Amendment to the Florida BellSouth/Sprint Interconnection Agreement. This Amendment was effective on March 23, 1999. BellSouth will file the Amendment with the Florida Public Service Commission.

Thank you for your assistance with this matter.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Susan', written over a horizontal line.

Susan M. Arrington
Manager - Interconnection Services

Enclosure

03/25/99 TUE 11:27 FAX 913 534 6818
03/23/99 TUE 10:00 FAX 913 534 6818

913 534 6818
SPRINT,
SPRINT

MAR-23-99 9:44AM;

Page 2/2
002

AMENDMENT 4
TO INTERCONNECTION AGREEMENT BETWEEN
BELLSOUTH TELECOMMUNICATIONS, INC.
AND SPRINT COMMUNICATIONS COMPANY L.P.
FLORIDA
DATED JULY 1, 1997

Pursuant to this Agreement (the "Amendment"), BellSouth Telecommunications, Inc. ("BellSouth") and Sprint Communications Company, L.P. ("Sprint") hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Interconnection Agreement between the Parties dated July 1, 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, BellSouth and Sprint hereby covenant and agree as follows:

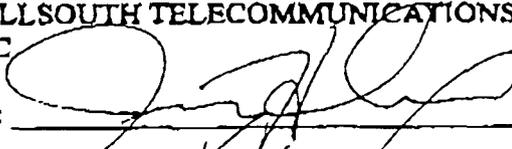
1. The Parties agree that Part IV-Pricing, Table I for the state of Florida is hereby amended to include the following:

4-Wire 56 or 64 Kbps Dig Grade Loop, per month	\$48.00
NRC - 1"	\$625.00
NRC - Add'l	\$410.00

- That all of the other provisions of the Interconnection Agreement, dated July 1, 1997 shall remain in full force and effect.
- That either or both of the Parties is authorized to submit this Amendment to the Florida Public Service Commission or other regulatory body having jurisdiction over the subject matter of this Amendment, for approval subject to Section 252(e) of the federal Telecommunications Act of 1996.
- The Parties acknowledge that the Florida Public Service Commission has not specifically reviewed and approved the above rates. By executing this Amendment, Sprint is not waiving, but rather is reserving, its right to seek review and approval of these rates. Any and all adjustments to these rates by the Florida Public Service Commission are on a prospective basis.

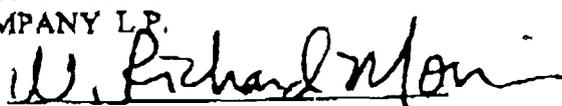
IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

BELLSOUTH TELECOMMUNICATIONS,
INC

By: 

DATE: 3/23/99

SPRINT COMMUNICATIONS
COMPANY L.P.

By: 

DATE: 3/23/1999

ATTACHMENT # 2

STIPULATION AND AGREEMENT - Florida

THIS STIPULATION AND AGREEMENT is made by and between Sprint Communications Company Limited Partnership, ("Sprint") a Delaware limited partnership, and BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, and shall be deemed to be effective as of November 14, 1996. This Stipulation and Agreement may refer to either Sprint or BellSouth, or both, as a "party" or "parties".

WITNESSETH

WHEREAS, Sprint is an alternative local exchange telecommunications company ("ALEC") or ("CLEC"), presently authorized, or seeking authorization, to provide local telecommunications services in the States of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee, and

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

WHEREAS, the parties wish to interconnect their respective facilities, purchase and sell unbundled elements, purchase and sell BellSouth resold services, provide number portability and other services related to interconnection, and exchange traffic for the purposes of fulfilling their obligations under Sections 251, 252 and 271 of the Telecommunications Act of 1996, ("Act") and

WHEREAS, the parties are engaged in negotiations with respect to the appropriate rates, terms and conditions of interconnection of their facilities, and

WHEREAS, the parties wish to enter into a stipulation and agreement with respect to resolving certain issues and expediting the Commission arbitration process and conserve resources of the parties and the state.

NOW THEREFORE, in consideration of the mutual agreements contained herein, Sprint and BellSouth agree as follows:

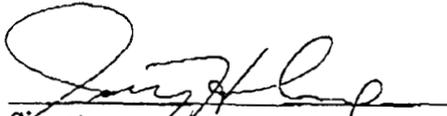
I. Sprint and BellSouth agree that they will accept for the issues set forth in Exhibit 1, as binding upon the parties, the finally adjudicated non-appealable award ordered by the Florida Public Service Commission as a result of the arbitration proceedings between BellSouth and AT&T or MCI in Docket No. 960833-TP and 960846-TP. In the event the final order of the commission is appealed, and the final order is not stayed pending the appeal, the terms of the order will be implemented as to Sprint, provided, however, that the parties agree to conform to the terms of the non-appealable final award following the exhaustion of all appellate rights. Exhibit 1 incorporated herein by this reference contains

the Sprint issues presented for arbitration in Docket No. 961150-TP that are the same or similar to issues within AT&T and/or MCI arbitration.

II. Upon receipt of the finally adjudicated order in the AT&T and/or MCI arbitration, the parties agree to work expeditiously to negotiate contractual terms and conditions that accurately reflect the arbitration award.

III. Sprint agrees that it will not continue to seek arbitration with respect to the issues delineated in Exhibit 1. For those issues, BellSouth and Sprint mutually agree are not a part of an AT&T or MCI arbitration and do not specifically address the Sprint issues as defined in Exhibit 1, Sprint reserves the right to include the issue(s) in its arbitration with BellSouth or pursue other avenues of resolution as appropriate.

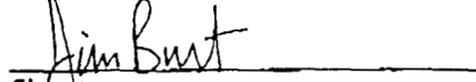
BellSouth Telecommunications Inc.


Signature

Director
Title

11/14/96
Date

Sprint Communications Company
Limited Partnership


Signature

Dir - Local Market Dev.
Title

11/14/96
Date

EXHIBIT 1

The following list identifies those Sprint issues that correspond with the same or similar issues in the AT&T and/or MCI arbitration proceedings. Each issue is identified by its Sprint Term Sheet reference number.

BUSINESS PROCESS**III.A.10.**

When necessary and available, Sprint requires the "real time" ability to schedule installation appointments with the customer on-line and access to the ILEC's schedule availability.

III.A.11.

ILEC should provide "real-time" response for: firm order confirmation, due date availability/scheduling, dispatch required or not, identity of line option availability by LSO (such as Digital Copper, Copper Analog, ISDN, etc.), order completion with all service order and time and cost related fees, rejections/errors on service order data element(s), jeopardy against the due date, missed appointments, additional order charges (construction charges), order status, validation of street address detail, and electronic notification of the local line options that were provisioned, at the time of order completion, by the ILEC for all Sprint local customers. This applies to all types of service orders and all elements.

III.A.12.

At all times, the ILEC will direct customer to Sprint for inquiries or actions concerning their Sprint service. ILEC should either migrate from N11 dialing to its business office and repair centers to seven digit numbers or 800 numbers so that Sprint customers have dialing parity to similar centers or ILEC should make N11 dialing available so that Sprint customers are directed to Sprint.

III.C.3.a.

Sprint must have read and write access to the ILEC's maintenance and trouble report systems including the following systems and/or functionality:

Trouble reporting/dispatch capability - access must be real time.

III.C.3.b.

Repair status/confirmations; maintenance/trouble report systems.

III.C.3.d.

Mechanized line testing.

III.E.10.

Sprint must be at parity with the ILEC (or its affiliates or third parties) in provision of unbundled elements. This must at a minimum include:

- g. Real time access to integrated test functionality.

III.F.7.

Parity with the ILEC regarding knowledge of any engineering changes associated with the incumbent's network elements and deployment of new technologies is required. Sprint shall receive notice of the availability of new features (e.g. both ILEC and Sprint should be notified that a given ILEC switch is now capable of offering a given feature or service or that a hybrid fiber/coaxial network is replacing copper loops in a given area) at the same time so that ILEC and Sprint marketing personnel have parity in network information availability.

ACCESS TO NETWORK ELEMENTS

IV.A.1.

INITIAL UNBUNDLED ELEMENTS

Sprint expects that the unbundled elements initially available will conform to the minimum standards contained in FCC Rule 51.305 and subject to the provisions of CC Docket No. 96-98 First Report and Order ("First R&O") released August 8, 1996.

LOCAL LOOPS including two-wire and four-wire analog and digital loops and cross-connects to either other unbundled elements or Sprint facilities.

IV.A.2.

NETWORK INTERFACE DEVICE.

IV.A.3.

LOCAL SWITCHING including all features and functions as described in the First R&O at ¶¶ 412 & 418.

- a. Line-side switching includes connection to an MDF where cross-connect to a loop may be obtained and a switch card with connection to the card.

- b. Trunk-side switching includes connection to trunk cross-connect and trunk card with features and functions.

IV.A.4.

TANDEM SWITCHING including all features and functions (e.g. recording and customized routing including those features and functions identified in the First R&O).

IV.A.5.

INTEROFFICE TRANSMISSION FACILITIES, both dedicated and shared between, ILEC offices and the offices of others.

- a. DS1, DS3 and Optical capabilities shall be provided where available.
- b. Digital Cross-Connect usage in the same manner such as is provided to IXCs.

IV.A.6.

SIGNALING AND CALL-RELATED DATABASES.

- a. SS7 signaling links and STP access must be provided.
- b. SS7 functionality for signaling within the ILEC network and to any network with which the ILEC is connected must be provided.
- c. All call-related databases must be unbundled and available for query by Sprint including LIDB, Toll Free Calling and Number Portability through physical access at the ILEC STP related to the database.
- d. All AIN databases must be unbundled and available for access by Sprint through either purchase of the ILEC local switching element or through SS7 connection with the switch of Sprint.
- e. All Service Management Systems should be available to Sprint so that Sprint may create, modify and update information in call-related databases in the same manner as ILEC.

IV.A.7.

OPERATOR SERVICES shall be available on both a wholesale basis and an unbundled basis to Sprint. Sprint shall be the brand on Sprint calls when technically feasible. Custom routing shall be provided when technically feasible. Sprint rates shall be quoted when technically feasible.

IV.A.8.

DIRECTORY ASSISTANCE shall be available on both a wholesale basis and an unbundled basis to Sprint. Sprint shall be the brand on Sprint calls when technically feasible. Sprint data shall be included in the ILEC database. The ILEC database shall be available to Sprint. Custom routing shall be provided when technically feasible.

IV.A.9.

OPERATIONS SUPPORT SYSTEMS including all systems used in pre-ordering, ordering, provisioning, maintenance and repair, billing, telephone number assignment, service interval information, and maintenance history, including any gateway system, shall be available on an unbundled basis by January 1, 1997.

IV.B.**COMPENSATION**

All unbundled network elements including their functionality shall be priced at TELRIC plus reasonable allocation of forward-looking joint and common costs as outlined in FCC Rule 51.505.

ACCESS TO POLES, DUCTS, CONDUITS, RIGHT-OF-WAYV.A.1.**ACCESS**

Where facilities are available, ILEC must provide any telecommunications carrier requesting access with equal and non-discriminatory competitively neutral access to, by way of example and not limitation, any pole, pole attachment, duct, conduit, and ROW on terms and conditions equal to that obtained by the ILEC. Other users of these facilities cannot interfere with the availability or use of these facilities by Sprint.

V.A.3.

Any ILEC having poles and/or ducts on, over or under public or private property, to the extent allowed by law, must permit the use of such facilities by any other telecommunications carrier on an equal and non-discriminatory basis.

V.C.3.

ILEC must provide information on the location of, and the availability to access conduit, poles, etc., to any telecommunications carrier requesting such information, within 10 working days after the request.

DIRECTORY ASSISTANCEVII.A.8.

ILEC Sprint branded DA should be available to Sprint for resale. Sprint will pay any additional trunking costs necessary to obtain this service. If ILEC cannot satisfy all

demand for Sprint branded DA service, ILEC must save capacity to provide an unbranded option for multiple CLEC's.

VII.A.9.

When technically feasible and requested by Sprint, ILEC should route Sprint customer DA calls to Sprint DA centers.

VII.B.

COMPENSATION

ILEC must place Sprint customer listings in its DA database. ILEC shall make its unbundled DA database available to Sprint. Prices should be, reasonable, and non-discriminatory at TELRIC plus reasonable forward-looking allocation of joint and common costs.

OPERATOR SERVICES

VIII.A.2.

ILEC shall allow resale of Operator Services. Until such time that ILEC may route Operator Traffic to the Operator Service provider of Sprint's choice, ILEC resold Operator Service shall be branded Sprint and ILEC operators shall, where technically or operationally feasible and requested by Sprint, quote Sprint's rates for both Card and Operator Services functions and shall provide service that is at least at parity for services delivered to ILEC end-users. To the extent that separate trunk groups are needed to provide this functionality, Sprint agrees to pay the costs of necessary trunking. If the ILEC cannot meet all of the Sprint demand for branded operator services, the ILEC must save capacity to provide an unbranded option for all other CLEC's.

VIII.A.3.

ILEC shall provide operator service deliverables to include the following:

- a. Local call completion - 0+ and 0-, billed to Calling Cards, collect and third Party.
- b. Billable - Time and Charges, Etc.

INTERIM LOCAL NUMBER PORTABILITY

XI.B.1.

COMPENSATION

Sprint and ILEC will establish reasonable cost recovery for RCF/DID. Existing retail call forwarding rates are not considered reasonable for this purpose. Sprint proposes that

interim number portability be priced at TELRIC cost less a 55% discount which recognizes that interim number portability solutions degrade network performance to Sprint customers. Should a lower interim number portability price be offered by ILEC to others or ordered by a regulatory body, Sprint may adopt the lower price.

DIALING PARITY

XII.A.2.

Any end-user should be able to access Sprint for services using the same dialing protocol that the end-user would use to access the same service on the ILEC network, (e.g., intraLATA toll, operator assisted, directory assistance, and N11).

RECIPROCAL COMPENSATION ARRANGEMENTS

XIII.A.1.

LOCAL SERVICE/MUTUAL TRAFFIC EXCHANGE

ILEC has the duty to provide reciprocal compensation arrangements for the transport and termination of telecommunications with Sprint. In order to implement this requirement in the most efficient manner, the specifically recognized option of "Mutual Traffic Exchange" (a/k/a "bill and keep") may be utilized where traffic is presumed to be in balance either because it has been measured and no significant balance different exist or because measurement has not yet been accomplished. . Otherwise, default proxies contained in the 96-98 Order shall be used until TELRIC cost studies have been performed and the results implemented in permanent rates.

XIII.B.1.

COST BASIS

Pursuant to 47 C.F.R. §51.705(a) an ILEC's rates for transport and termination of local telecommunications traffic shall be established, at the election of the state commission, on the basis of:

- a. the forward-looking economic costs of such offerings using a cost study pursuant to 47 C.F.R. §§ 51.505 and 51.511; or
- b. default proxies, as provided in 47 C.F.R. § 51.707; or
- c. a "bill-and-keep" arrangement, as provided in 47 C.F.R. § 51.713.

XIII.B.2.

Pursuant to 47 C.F.R. § 51.715, in a state in which the state commission has neither established transport and termination rates based on forward-looking economic cost studies nor established transport and termination rates consistent with the default price ranges described in 47 C.F.R. §51.707, the ILEC shall set interim transport and

termination rates within the proxy ranges for switching and transport as described in 47 C.F.R. § 51.707(b)(2).

RESALE

XIV.A.1.

GENERAL REQUIREMENTS

All regulated telecommunications services offered to end-users of the ILEC must be available for resale by Sprint. This includes volume discounted products, grandfathered products, individual case basis products, operators services, directory assistance, vertical services and promotions.

XIV.A.2.

Every retail service rate, including promotions of over 90-days, discounts plans, and option plans must have a corresponding wholesale rate. Non-recurring charges associated with resold accounts shall also have an appropriate wholesale discount. New services shall have a wholesale rate established at the same time the new service becomes available.

XIV.A.5.

If the ILEC continues to sell a product to any end-user under grandfathered arrangements, the ILEC must make that product available for resale by Sprint to that end-user. If a service withdrawn from certain customers remains available to other customers, that service must be made available for resale to those customers that could still purchase the service at retail.

XIV.B.3.

ILECs must either adopt interim wholesale rates within the 96-98 Order's proxy range or produce cost studies within the specified time frame contemplated for negotiations as part of good faith negotiations.

XIV.D.3.

ILEC shall provide confirmation of the installation/change activity to Sprint via an initial Firm Order Confirmation ("FOC") and positive completion of order activity. Sprint requires an "As Is" process when customers are migrating from the ILEC to Sprint at the same location. On migration type orders the FOC should contain all services/features currently being provided by the ILEC and those services/features being migrated to Sprint. On new installation/change orders the FOC should verify all services/features ordered by Sprint. A positive completion delineating all the services installed and those not installed

should be sent to Sprint upon actual completion within 24 hours of Order completion. This will ensure proper billing to end-user customers for services provided.

XIV.F.

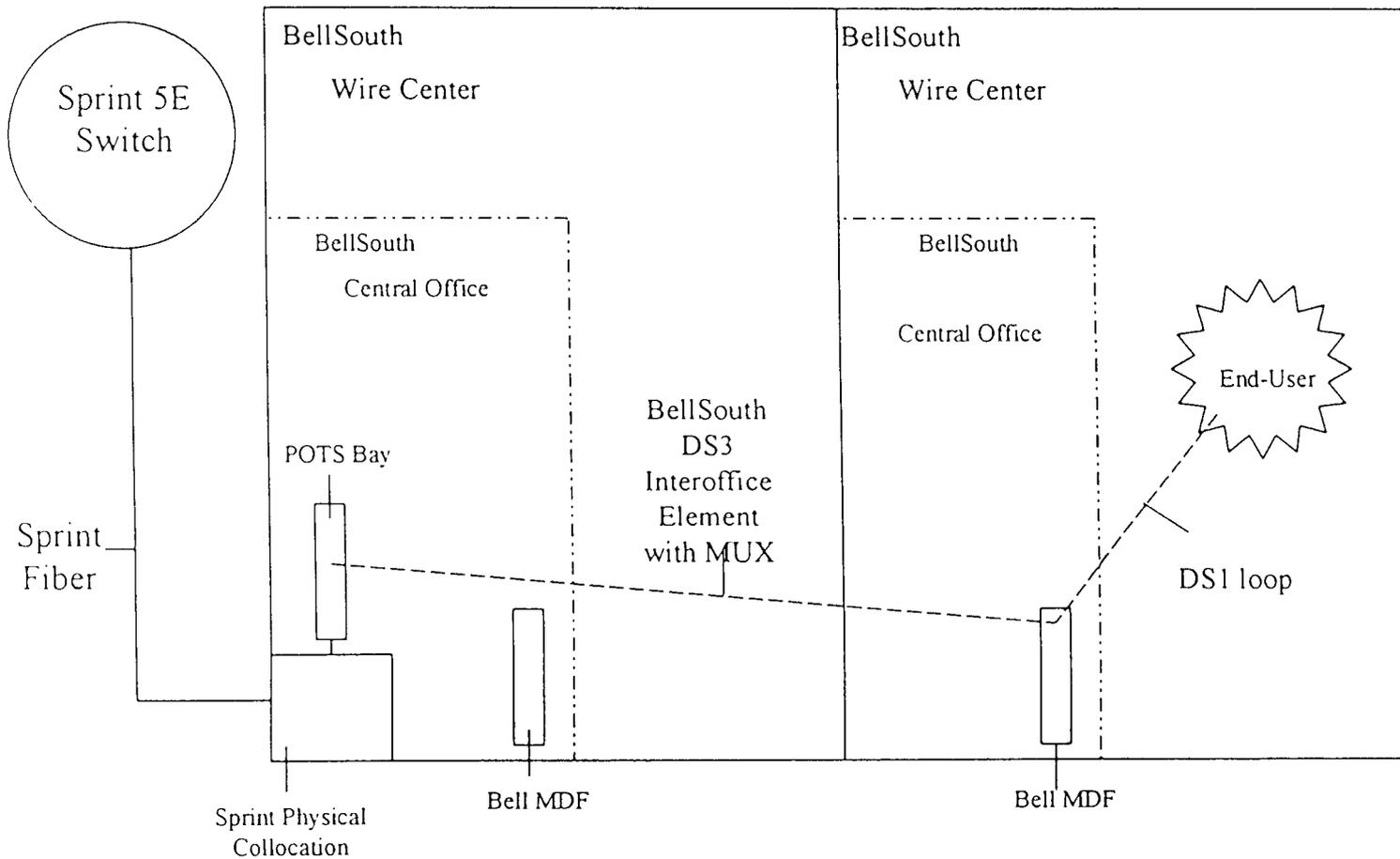
PIC ADMINISTRATION

IXC PIC. When Sprint rebrands ILEC local service (becomes the end-user's local service provider), the ILEC shall process all PIC changes provided by Sprint on behalf of the IXCs. If PIC changes are received directly by the ILEC from the IXC, the ILEC shall reject the PIC change back to the IXC with the OCN of Sprint in the appropriate field of the industry standard CARE record.

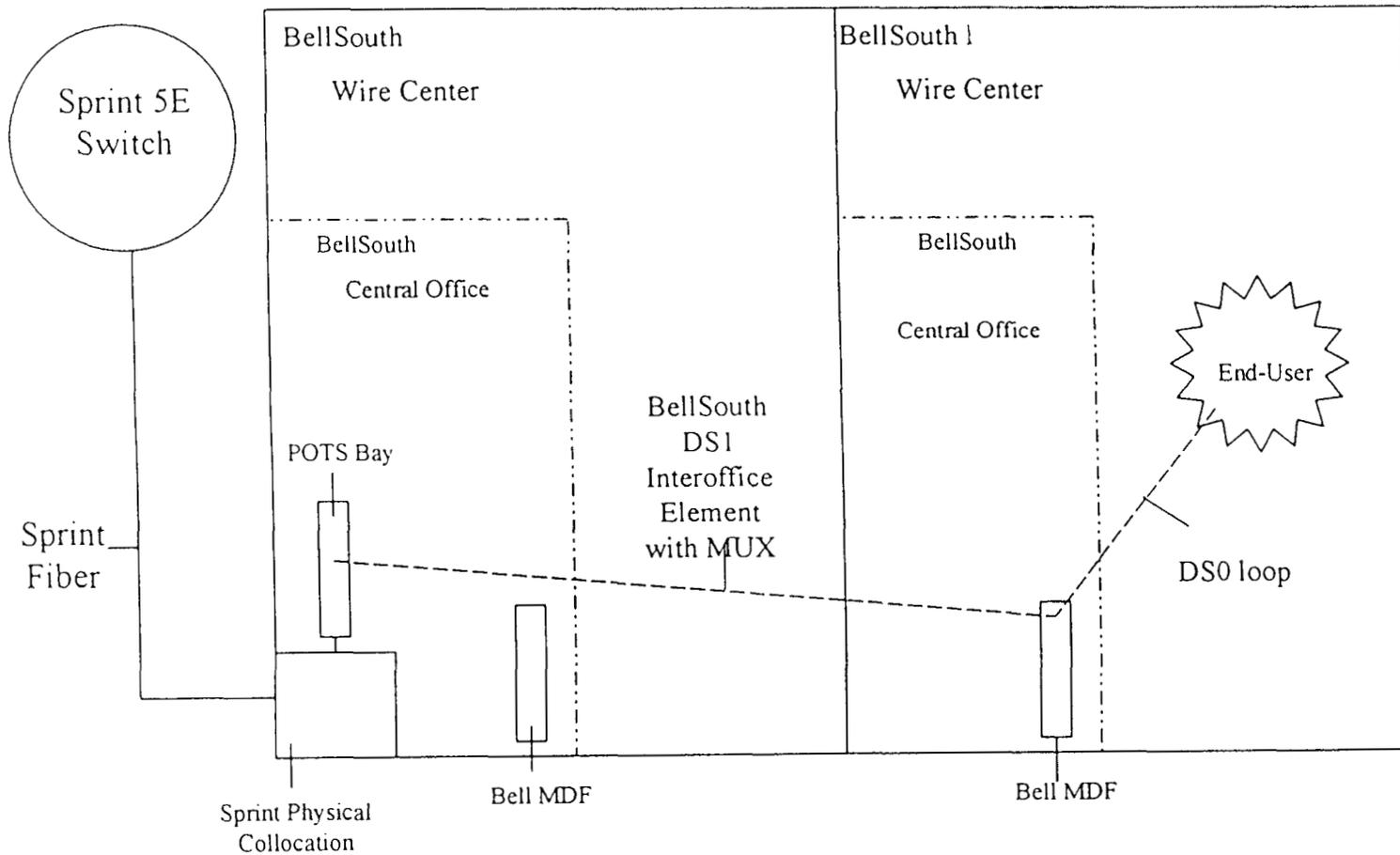
Sprint to CLEC Change. When a CLEC other than Sprint or the ILEC sells local service to an existing Sprint local customer and an order is submitted to the ILEC for migrating the service, the ILEC will shall inform Sprint of the disconnect in a manner similar to the existing CARE process for notifying an IXC of a disconnect PIC change. This will ensure accurate billing to the end-user customer.

ATTACHMENT # 3

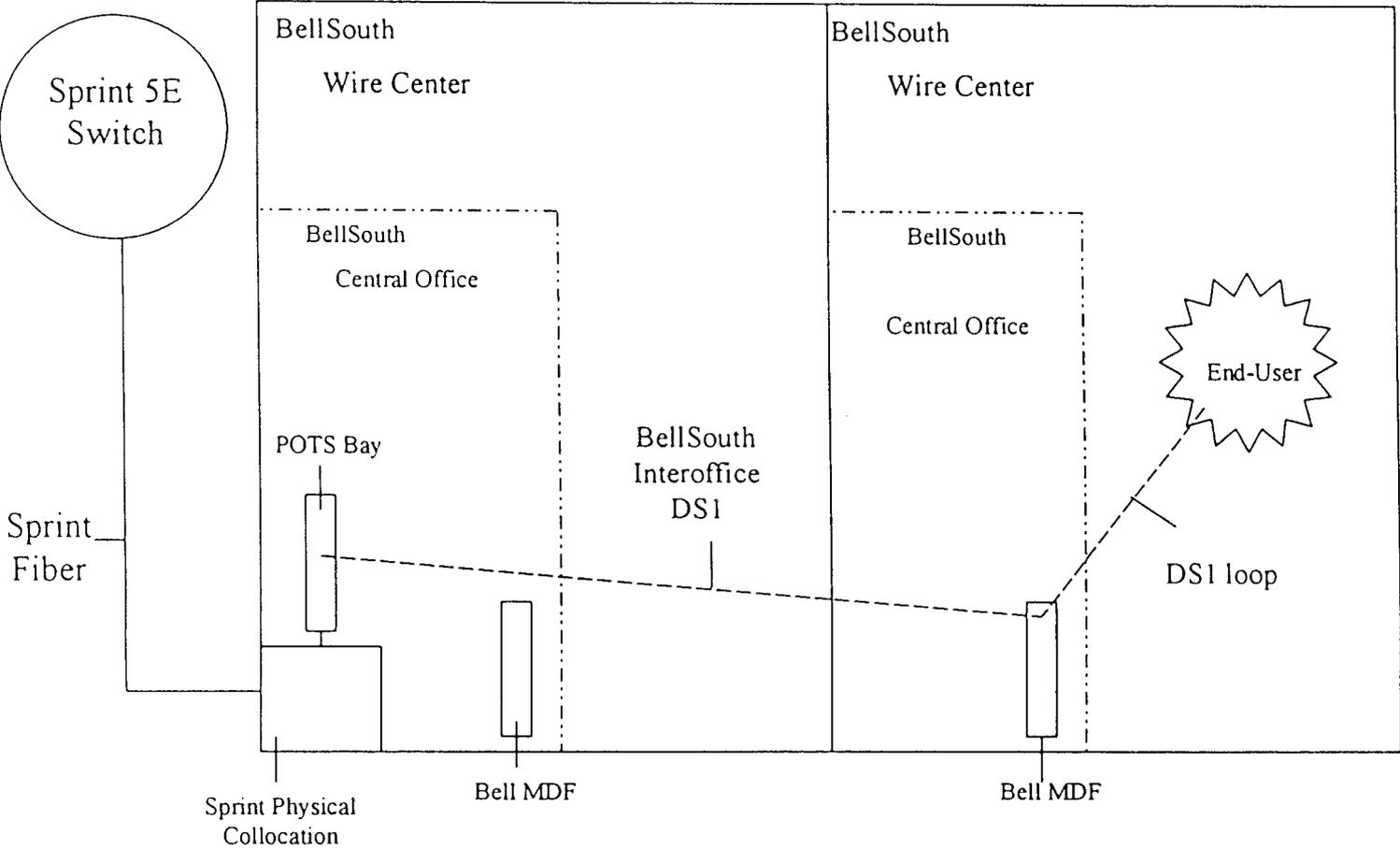
Scenario #2 - Sprint has a physical collocation in the BellSouth central office. The collocation, a Litespan 2000, is provisioned on fiber from Sprint central office. Sprint's end-user is located within the BellSouth wire center. Sprint has established an interoffice DS3 with DS1 mux leased facility from BellSouth between Sprint's collocation and BellSouth's central office. BellSouth is refusing to accept or install Sprint orders to purchase unbundled DS1 loop to end-users with the (non-collocated) wire center and connect to the established interoffice facility.



Scenario #3 - Sprint has a physical collocation in the BellSouth central office. The collocation, a Litespan 2000, is provisioned on fiber from Sprint central office. Sprint's end-user is located within the BellSouth wire center. Sprint has established an interoffice DS1 with DS0 mux leased facility from BellSouth between Sprint's collocation and BellSouth's central office. BellSouth is refusing to accept or install Sprint orders to purchase unbundled DS0 loop to end-users within the (non-located) wire center and connect to the established interoffice facility.



Scenario #4 - Sprint has a physical collocation in the BellSouth central office. The collocation, a Litespan 2000, is provisioned on fiber from Sprint central office. Sprint's end-user is located within the BellSouth wire center. BellSouth is refusing to accept or install Sprint orders to purchase unbundled DS1 loop from the Sprint collocation to the wire center located end-user.



ATTACHMENT # 4

JUN-23-99 WED 08:47 AM

FAX NO.

Attachment 4

06/17/99 09:43

BST LEGAL DEPT → 14070841964

© BELLSOUTH**BellSouth Interconnection Services**

876 West Peachtree Street
Room 34591
Atlanta, Georgia 30375

Susan M. Arrington
(404) 827-7513
Fax: (404) 827-8324

June 16, 1999

VIA FACSIMILE

Melissa Cloz
Sprint Communications
Mail Stop: FLAPKA0304
555 Lake Border Drive
Apoka Florida 32703

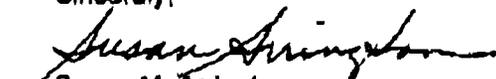
Dear Melissa,

It has been brought to my attention that Sprint Metro is placing UNE orders for extended loop combinations in the state of Florida. Sprint does not have the authority to order extended loops, nor does BellSouth have the obligation to provision such orders, under the current BellSouth/Sprint Interconnection Agreement dated July 1, 1997. Therefore, please be advised that effective as of June 23, 1999, one week from the date of this letter, BellSouth will no longer accept orders from Sprint for extended loop combinations. BellSouth is providing Sprint with one week notice in order to allow Sprint to inform its internal operations group of this matter.

Furthermore, with respect to the termination of the Sprint Metro Agreement in July 1998, at that time, BellSouth agreed to a "rate true-up" for any rate in the Sprint Metro Agreement that was subject to a true-up provision. BellSouth continues to honor this agreement, but only as it relates to a rate change.

Please give me a call if you have any questions.

Sincerely,


Susan M. Arrington
Manager - Interconnection Services

cc: Jerry Hendrix
Pedra Pryor
Linda McGrue
Ken Ainsworth

ATTACHMENT # 5

JUN-23-99 WED 08:47 AM

FAX NO.

Attachment 5



Melissa L. Glosz
Director
Local Market Development

Local Market
555 Lida-Bowler Drive
Apopka, FL 32703
Voice 407 889 6182
Fax 407 884 1964
melissa.glosz@mail.sprint.com

June 22, 1999

VIA FACSIMILE

Ms. Susan Arrington
Manager- Interconnection Services
BellSouth Interconnection Services
675 West Peachtree Street
Room 34S91
Atlanta, GA 30375

Dear Susan:

Your letter dated June 16, 1999 regarding BellSouth's intent to discontinue acceptance of Sprint "extended loop combination" orders effective June 23, 1999 was received by my office on June 17, 1999.

BellSouth's advisory to discontinue order acceptance is in violation of Section 15.1 of the General Terms and Conditions of the BellSouth/ Sprint Interconnection Agreement dated July 1, 1997:

15.1 The parties agree that if any dispute arises as to the requirements of this Agreement, the parties will initially refer the dispute to a director level representative from both parties. If the dispute is not resolved within 30 days by the representatives, either Party may petition the Commission for resolution of the dispute.

Sprint considers BellSouth's letter received June 17, 1999 to comprise BellSouth's referral of its dispute to me as Sprint's director level representative. Consistent with General Terms Section 15.1, Sprint and BellSouth representatives have until July 16, 1999 to resolve the dispute, at which time, either Party may petition the Commission for resolution of the dispute.

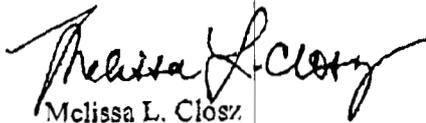
Accordingly, Sprint expects that BellSouth will continue to accept orders from Sprint which it believes qualify as "extended loop combinations" at least until July 16, 1999 or until the parties have resolved this dispute regarding order acceptance.

In addition, as discussed in a conference call between Sprint and BellSouth on June 18, 1999, BellSouth has agreed to provide documentation describing its definition of "extended loop combinations." BellSouth also agreed to provide clarification regarding BellSouth's intended treatment of existing service arrangements provisioned according to BellSouth's definition of "extended loop combinations."

JUN-23-99 WED 08:47 AM

Sprint requests BellSouth's response to the above no later than 5:00 p.m. EDT today, Tuesday, June 22, 1999, due to the impending order discontinuance date proposed by BellSouth of June 23, 1999.

Sincerely,



Handwritten signature of Melissa L. Cloz in cursive script.

Melissa L. Cloz

Cc: Craig T. Smith, Sprint
Monica Barone, Sprint
Richard Warner, Sprint
Mark Felton, Sprint
Linda McGrue, BellSouth

JUN-23-99 WED 08:47 AM
06/23/99 07:59

FAX NO.

BELLSOUTH INTERCONNECTION SERU* → 914878841964

NO.563 P001/002

**BellSouth Interconnection Services**675 West Peachtree Street
Room 34S91
Atlanta, Georgia 30375Susan M. Arrington
(404) 927-7513
Fax: (404) 927-9324

June 23, 1999

VIA FACSIMILEMelissa Cloz
Sprint Communications
Mail Stop: FLAPKA0304
555 Lake Border Drive
Apopka, Florida 32703

Dear Melissa,

This letter is in response to your June 22, 1999 letter regarding Sprint's extended loop orders.

BellSouth does not have an obligation under the BellSouth/Sprint Interconnection Agreement dated July 1, 1997, to provision combinations of unbundled network elements for Sprint in Florida. Since it is BellSouth's position that it is not required per the agreement to combine UNEs for Sprint, BellSouth has not violated Section 15.1 of the General Terms and Conditions section of the agreement with its notice to Sprint that it will no longer accept orders for extended loop combinations. Section 15.1 does not require that the parties are to continue the practice that is being disputed under this section for the thirty day period while the parties try to resolve the dispute. Therefore, BellSouth is not obligated to continue to provision extended loop orders for Sprint for any period of time other than the one week provided for in my June 16 letter.

Orders submitted by Sprint for unbundled loops with unbundled interoffice transport to an end user serving wire center where Sprint has no collocation arrangements are considered by BellSouth to be extended loop combinations. These types of orders will not be provisioned by BellSouth after today.

With respect to your request for clarification as to how BellSouth intends to handle existing extended loops, as I explained during our conference call on Friday, to the extent the existing arrangement does not adversely affect BellSouth's network, BellSouth will allow the arrangement to remain in place.

FAX NO.

P. 06/06

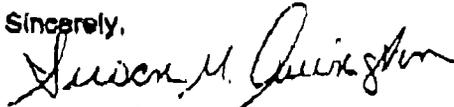
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06/23/99 07:59

BELLSOUTH INTERCONNECTION SERV* + 914079841964

NO. 563 P002/002

Sincerely,



Susan M. Arrington
Manager - Interconnection Services

cc: Jerry Hendrix
Pedra Pryor
Mary Jo Peed

ATTACHMENT # 6



Monica M. Barone
Attorney

3100 Cumberland Court
Atlanta, GA 30339
voice: 404.669.5215
fax: 404.669.5214
monica.barone@mail.sprint.com

June 30, 1999

Via Hand Delivery

Robert Vandiver, General Counsel
Walter D'Haeseleer, Director Division of Communications
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399

Re: Request for Emergency Mediation

Dear Sirs:

Sprint Communications Company Limited Partnership ("Sprint") respectfully requests your offices to conduct an emergency mediation on Thursday July 1, 1999, to address a dispute that has arisen between Sprint and BellSouth Telecommunications, Inc ("BellSouth"). Sprint is requesting this emergency mediation because there is an immediate and substantial impact on service to customers through its alternative local exchange carrier operations in the Orlando area.

Specifically, BellSouth notified Sprint on June 16, 1999 that "Sprint does not have the authority to order extended loops, nor does BellSouth have an obligation to provision such orders, under the current BellSouth/Sprint Interconnection Agreement dated July 1, 1997. Therefore, please be advised that effective as of June 23, 1999, one week from the date of this letter, BellSouth will no longer accept orders from Sprint for extended loop combinations." After Sprint requested BellSouth to provide documentation describing an extended loop combination, BellSouth stated in its letter dated June 22, 1999 that orders submitted by Sprint for unbundled loops and unbundled interoffice transport to an end user serving wire center where Sprint has no collocation arrangements are considered to be extended loop combinations.

Sprint first ordered loop and interoffice transport combinations in July 1996 and the last order filled was on June 24, 1999. Since BellSouth stopped accepting Sprint's orders last week, 34% of its customers cannot place orders for additional lines. One order BellSouth has refused to fill involves Tropical Ford which is due to be filled today. See affidavit attached in Exhibit 1. There are additional orders due to be filled on July 1, 1999. These customers will not be able to get the additional lines required to meet their business needs.

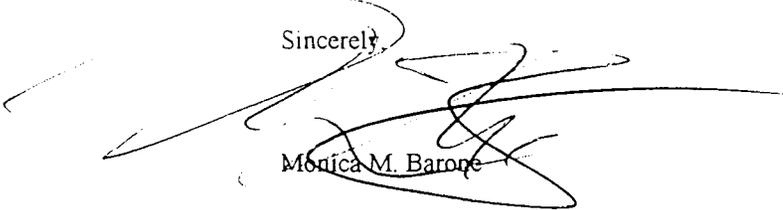
Sprint believes that BellSouth is in direct violation of the companies' interconnection agreement. The interconnection agreement addresses the Loop Combination (NID, Feeder and Distribution) in Attachment 2, Section 2, while Common Transport and Dedicated Transport are addressed in Sections 9 and 10, respectively, of Attachment 2. In addition, the agreement contains language similar to the language contained in the AT&T and MCI/BellSouth agreements. In Docket No. 971140 the Commission reviewed this language and determined that BellSouth has a contractual obligation to provide combinations of unbundled network elements. See Attachment 2.¹ It is also important to note that Sprint has relied on BellSouth to provide this combination for almost two years and this the first time BellSouth has expressed concern.

¹ In the interest of time and rather than enumerate all of the provisions of the voluminous documents that support Sprint's position, attached in Exhibit 2 are the relevant correspondence, orders and contract excerpts. Of course, complete copies of the documents should be considered in resolving this matter. These documents will be made available immediately upon request.

In attempting to resolve this dispute, Sprint has repeatedly requested BellSouth to clarify why, after it has made the same UNE combinations available for over two years, it only now will no longer allow Sprint to order certain combinations (that have clearly proven technically feasible) under the current agreement. BellSouth has not responded to date. Therefore, due to the urgency and severity of the situation, Sprint has no choice but to request your assistance with this matter. Of course by requesting mediation, Sprint in no way forfeits its rights to pursue other remedies.

Should you have any questions regarding this request, please contact me at 404-649-6225.

Sincerely,



Monica M. Barone

cc: Nancy White, Esq. (BellSouth)
Charles J. Rehwinkel, Esq. (Sprint)
Melissa Cloz (Sprint)

Exhibit 1

AFFIDAVIT

STATE OF FLORIDA)
)
COUNTY OF ORANGE)

I, Charles S. Crowe based on information and belief, state and allege the following:

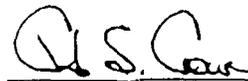
I am the Customer Care Manager for Sprint. My company is a competitive local exchange carrier ("CLEC") with operations in the Orlando metropolitan area. We have been in business since July, 1996 and have been purchasing services from BellSouth to provide service to our customers for that entire time. Our relationship with BellSouth has been good and they have worked cooperatively to ensure that we were able to furnish quality service to our customers.

On June 16, 1999, Sprint received a letter from BellSouth notifying us that they would no longer accept orders from Sprint for Extended Loop Combinations ("ELC"). These ELCs have been our primary means of serving customers whose local loops are connected to central office in which we do not have switching facilities. An ELC consists of an unbundled loop, a digital cross-connect and/or multiplexing, and unbundled interoffice transport. Although BellSouth has been providing service to us this way for nearly three years, they stated in their letter that "Sprint does not have the authority to order extended loops, nor does BellSouth have the obligation to provision such orders, under the current BellSouth/Sprint Interconnection Agreement dated July 1, 1997." Our contract people have examined the Interconnection Agreement and believe that it does in fact give Sprint the authority to place such orders.

Since notification was received that BellSouth would no longer accept such orders, we have placed three orders that fall under this classification. On 6/23/99, Sprint submitted one of the three orders. BellSouth initially accepted the electronically submitted request and returned a firm order commitment (FOC), with an assigned order number and circuit ID. Subsequently, a representative from BellSouth's Unbundled Network Element ("UNE") center called to inform us that they would not be completing the order. The due date of the first order to be rejected is today, June 30, 1999. We have contacted our end-user customer, Tropical Ford, and delayed their requested installation date, informing them that Sprint is experiencing a facilities problem.

We have asked BellSouth to offer possible solutions to our dilemma and they have offered no satisfactory response. As it currently stands, fully 34% of our customers cannot order additional lines from us with the level of service that they are accustomed to from Sprint. As in any business, if your supplier cannot deliver the services that you need to succeed, you look for an alternate source for those services. BellSouth has put our customers in the position that they need to look for an alternative to Sprint for their telecommunications needs.

Further affiant sayeth naught,



Charles S. Crowe

Subscribed and sworn before me this 20th day of June, 1999.


Notary Public
My Commission Expires on 4/29/2002

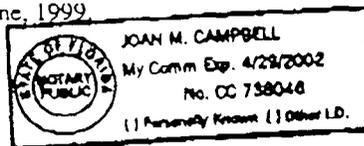


Exhibit 2

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FAX NO.

P. 02/06

06/17/99 09:43

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NO.490 P002/002



BellSouth Interconnection Services

876 West Peachtree Street
Room 34591
Atlanta, Georgia 30376

Susan M. Arrington
(404) 827-7513
Fax (404) 827-8324

June 16, 1999

VIA FACSIMILE

Melissa Cloz
Sprint Communications
Mail Stop: FLAPKA0304
555 Lake Border Drive
Apaka Florida 32703

Dear Melissa,

It has been brought to my attention that Sprint Metro is placing UNE orders for extended loop combinations in the state of Florida. Sprint does not have the authority to order extended loops, nor does BellSouth have the obligation to provision such orders, under the current BellSouth/Sprint Interconnection Agreement dated July 1, 1997. Therefore, please be advised that effective as of June 23, 1999, one week from the date of this letter, BellSouth will no longer accept orders from Sprint for extended loop combinations. BellSouth is providing Sprint with one week notice in order to allow Sprint to inform its internal operations group of this matter.

Furthermore, with respect to the termination of the Sprint Metro Agreement in July 1998, at that time, BellSouth agreed to a "rate true-up" for any rate in the Sprint Metro Agreement that was subject to a true-up provision. BellSouth continues to honor this agreement, but only as it relates to a rate change.

Please give me a call if you have any questions.

Sincerely,


Susan M. Arrington
Manager - Interconnection Services

cc: Jerry Hendrix
Pedra Pryor
Linda McGrupe
Ken Ainsworth

JUN-23-99 WED 08:47 AM

FAX NO.

P. 03/06



Melissa L. Closs
Director
Local Market Development

Local Market
555 Lake Border Drive
Apopka, FL 32703
Voice 407 859 6182
Fax 407 886 1964
melissa.closs@mail.sprint.com

June 22, 1999

VIA FACSIMILE

Ms. Susan Arrington
Manager- Interconnection Services
BellSouth Interconnection Services
675 West Peachtree Street
Room 34S91
Atlanta, GA 30375

Dear Susan:

Your letter dated June 16, 1999 regarding BellSouth's intent to discontinue acceptance of Sprint "extended loop combination" orders effective June 23, 1999 was received by my office on June 17, 1999.

BellSouth's advisory to discontinue order acceptance is in violation of Section 15.1 of the General Terms and Conditions of the BellSouth/ Sprint Interconnection Agreement dated July 1, 1997:

15.1 The parties agree that if any dispute arises as to the requirements of this Agreement, the parties will initially refer the dispute to a director level representative from both parties. If the dispute is not resolved within 30 days by the representatives, either Party may petition the Commission for resolution of the dispute.

Sprint considers BellSouth's letter received June 17, 1999 to comprise BellSouth's referral of its dispute to me as Sprint's director level representative. Consistent with General Terms Section 15.1, Sprint and BellSouth representatives have until July 16, 1999 to resolve the dispute, at which time, either Party may petition the Commission for resolution of the dispute.

Accordingly, Sprint expects that BellSouth will continue to accept orders from Sprint which it believes qualify as "extended loop combinations" at least until July 16, 1999 or until the parties have resolved this dispute regarding order acceptance.

In addition, as discussed in a conference call between Sprint and BellSouth on June 18, 1999, BellSouth has agreed to provide documentation describing its definition of "extended loop combinations." BellSouth also agreed to provide clarification regarding BellSouth's intended treatment of existing service arrangements provisioned according to BellSouth's definition of "extended loop combinations."

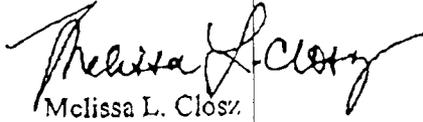
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FAX NO.

P. 04/06

Sprint requests BellSouth's response to the above no later than 5:00 p.m. EDT today, Tuesday, June 22, 1999, due to the impending order discontinuance date proposed by BellSouth of June 23, 1999.

Sincerely,



Melissa L. Cloz

Cc: Craig T. Smith, Sprint
Monica Barone, Sprint
Richard Warner, Sprint
Mark Felton, Sprint
Linda McGrue, BellSouth

FAX NO.

P. 05/06

JUN-23-99 WED 08:47 AM
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BELLSOUTH INTERCONNECTION SERV* → 914078841964

NO.563 P001/002

@ BELLSOUTH**BellSouth Interconnection Services**675 West Peachtree Street
Room 3491
Atlanta, Georgia 30375Susan M. Arrington
(404) 827-7513
Fax: (404) 827-8324

June 23, 1999

VIA FACSIMILEMelissa Cloz
Sprint Communications
Mail Stop: FLAPKA0304
555 Lake Border Drive
Apopka, Florida 32703

Dear Melissa,

This letter is in response to your June 22, 1999 letter regarding Sprint's extended loop orders.

BellSouth does not have an obligation under the BellSouth/Sprint Interconnection Agreement dated July 1, 1997, to provision combinations of unbundled network elements for Sprint in Florida. Since it is BellSouth's position that it is not required per the agreement to combine UNEs for Sprint, BellSouth has not violated Section 15.1 of the General Terms and Conditions section of the agreement with its notice to Sprint that it will no longer accept orders for extended loop combinations. Section 15.1 does not require that the parties are to continue the practice that is being disputed under this section for the thirty day period while the parties try to resolve the dispute. Therefore, BellSouth is not obligated to continue to provision extended loop orders for Sprint for any period of time other than the one week provided for in my June 16 letter.

Orders submitted by Sprint for unbundled loops with unbundled interoffice transport to an end user serving wire center where Sprint has no collocation arrangements are considered by BellSouth to be extended loop combinations. These types of orders will not be provisioned by BellSouth after today.

With respect to your request for clarification as to how BellSouth intends to handle existing extended loops, as I explained during our conference call on Friday, to the extent the existing arrangement does not adversely affect BellSouth's network, BellSouth will allow the arrangement to remain in place.

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SPRINT STATE REG-SOUTH

006

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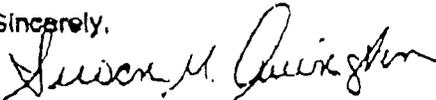
P. 06/06

06/23/99 07:59

BELLSOUTH INTERCONNECTION SERV* → 914878841964

NO.563 P002/002

Sincerely,



Susan M. Arrington
Manager - Interconnection Services

cc: Jerry Hendrix
Pedra Pryor
Mary Jo Peed

**Interconnection Agreement
BellSouth / Sprint – Florida**

Relevant Sections to UNE Combinations

General Terms and Conditions

Section 1 - Provision of Local Service and Unbundled Network Elements

This Agreement and its attachments set forth the terms, conditions and prices under which BellSouth agrees to provide (a) Telecommunications Service that BellSouth currently provides, or may offer hereafter for resale along with the Support Functions and Service Functions set forth in this Agreement (hereinafter collectively referred to as "Local Services") and (b) certain unbundled Network Elements, or combinations of such Network Elements ("Combinations") and (c) Ancillary Functions to Sprint (Local Services, Network Elements, Combinations, and Ancillary Functions, collectively referred to as "Services and Elements"). This Agreement also sets forth the terms and conditions for the interconnection of Sprint's network to BellSouth's network and the mutual and reciprocal compensation for the transport and termination of telecommunications traffic. BellSouth may fulfill the requirements imposed upon it by this Agreement by itself or, in the case of directory listings for white pages may cause BellSouth Advertising and Publishing Company ("BAPCO") to take such actions to fulfill BellSouth's responsibilities. This Agreement includes Parts I through IV, and their Attachments 1 - 15 and all accompanying Appendices and Exhibits. Unless otherwise provided in this Agreement, BellSouth will perform all of its obligations hereunder throughout its entire service area. The Parties further agree to comply with all provisions of the Act, including Section 271(e) (1).

Section 1A

The Services and Elements provided pursuant to this Agreement may be connected to other Services and Elements provided by BellSouth or to any Services and Elements provided by Sprint or by any other vendor. Sprint may purchase unbundled Network Elements for the purpose of combining Network Elements in any manner that is technically feasible, including recreating existing BellSouth services.

Section 1.2

BellSouth shall not discontinue any Network Element, Ancillary Function, or Combination provided hereunder without the prior written consent of Sprint. Such consent shall not be unreasonably withheld. BellSouth shall not discontinue any Local Service provided hereunder unless BellSouth provides Sprint prior written notice as stated in Section 24.3.2.1 of intent to discontinue any such service. BellSouth agrees to make any such service available to Sprint for resale to Sprint's Customers who are subscribers of such services from Sprint until the date BellSouth discontinues any such service for BellSouth's Customers. BellSouth also agrees to adopt a reasonable, nondiscriminatory transition schedule for BellSouth or Sprint Customers who may be purchasing any such service.

Section 3.1

Sprint may terminate any Local Service(s), Network Element(s), Combination(s), or Ancillary Function(s) provided under this Agreement upon thirty (30) days written notice to BellSouth unless a different notice period or different conditions are specified for termination of such Local Service(s), Network Element(s), or Combination(s) in this Agreement or pursuant to any applicable tariff, in which event such specific period or conditions shall apply, provided such period or condition is reasonable, nondiscriminatory and narrowly tailored. Where there is no such different notice period or different condition specified, Sprint's liability shall be limited to payment of the amounts due for any terminated Local Service(s), Network Element(s), Combination(s) or Ancillary Service provided up to and including the date of termination. Notwithstanding termination, the provisions of Section 10 below shall still apply. Upon termination,

BellSouth agrees to cooperate in an orderly and efficient transition to Sprint or another vendor such that the level and quality of the Services and Elements is not degraded and to exercise its best efforts to effect an orderly and efficient transition. Sprint agrees that it may not terminate the entire Agreement pursuant to this section.

Section 5

If as a result of any proceeding or filing before any Court, State Commission, or the Federal Communications Commission, voluntary agreement or arbitration proceeding pursuant to the Act or pursuant to any applicable state law, BellSouth becomes obligated to provide Services and Elements, whether or not presently covered by this Agreement, to a third party at rates or on terms and conditions more favorable to such third party than the applicable provisions of this Agreement, Sprint shall have the option to substitute such more favorable rates, terms, and conditions for the relevant provisions of this Agreement which shall apply to the same States as such other party, and such substituted rates, terms or conditions shall be deemed to have been effective under this Agreement as of the effective date thereof. BellSouth shall provide to Sprint any BellSouth agreement between BellSouth and any third party within fifteen (15) days of the filing of such agreement with any state Commission.

Section 30.4

Sprint may use one or more Network Elements to provide any feature, function or service option that such Network Element is capable of providing or any feature, function or service option that is described in the technical references identified herein.

Section 30.5

BellSouth shall offer each Network Element individually and in combination with any other Network Element or Network Elements in order to permit Sprint to provide Telecommunications Services to its Customers subject to the provisions of Section 1A of the General Terms and Conditions of this Agreement.

ATTACHMENT 2

Section 2.1.1

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

Section 16.1.1 – Cooperative Testing - Definition

Cooperative Testing means that BellSouth shall cooperate with Sprint upon request or as needed to (1) ensure that the Network Elements and Ancillary Functions and additional requirements being provided to Sprint by BellSouth are in compliance with the requirements of this Agreement, and (2) **test the overall functionality of various Network Elements and Ancillary Functions provided by BellSouth to Sprint in combination with each other** or in combination with other equipment and facilities provided by Sprint or third parties, and (3) ensure that all operational interfaces and processes are in place and functioning properly and efficiently for the provisioning and maintenance of Network Elements and Ancillary Functions and so that all appropriate billing data can be provided to Sprint.

Section 16.1.2.1

Sprint access for testing at any interface between a BellSouth Network Element or combinations and Sprint equipment or facilities. Such test access must be sufficient to ensure that the applicable requirements can be tested by Sprint seven (7) days per week, 24 hours per day.

ATTACHMENT 4

Section 1.1

BellSouth shall deploy and maintain network facilities in all its serving areas in every LATA from and after the Effective Date of this Agreement as necessary to provide on a timely basis each of the Elements or Combinations thereof, as defined below, that BellSouth is required to offer to Sprint pursuant to this Agreement.

Section 2.2

Combinations, consistent with Section 1.A of the General Terms and Conditions of this Agreement, shall be identified and described by Sprint so that they can be ordered and provisioned together and shall not require the enumeration of each Element within that Combination on each provisioning order. Multiple individual Elements may be ordered by Sprint from BellSouth on a single order (either LSR or ASR) encompassing all elements or combinations of elements. Until Electronic Interfaces are in place to meet these requirements, Sprint and BellSouth will use best efforts to develop an interim process by no later than April 1, 1997 to meet these requirements.

Section 2.6

BellSouth shall provide a Single Point of Contact (SPOC) for all ordering and provisioning contacts and order flow involved in the purchase and provisioning of the BellSouth's unbundled Elements or Combinations. BellSouth's SPOC shall provide to Sprint a toll-free nationwide telephone number (operational from 8:00 a.m. to 5:00 p.m. in the Eastern and Central time zones) which will be answered by capable staff trained to answer questions and resolve problems in connection with the provisioning of Elements or Combinations. The goal is to move to 24 hour per day, seven (7) days per week, 365 days per year as BellSouth's business needs require.

Section 3.6

BellSouth will perform pre-service testing as mutually determined by the parties and will provide in writing, or electronically as directed by Sprint, all test and turn-up results in support of the Elements or Combinations ordered by Sprint. BellSouth shall provide these test results to Sprint at the same time BellSouth provides its order-specific Order Completion.

Section 3.8

As soon as identified, BellSouth shall notify Sprint via electronic interface, when available (unless otherwise notified by Sprint) of any instances when BellSouth's Committed Due Dates are in jeopardy of not being met by BellSouth on any element or feature contained in any order for Network Elements or Combinations. BellSouth shall concurrently indicate its new committed due date. In the interim, BellSouth will notify Sprint by telephone or facsimile of such jeopardy, as mutually agreed to by the Parties.

Section 4.1

Upon Sprint's request through a Suspend/Restore Order, BellSouth shall suspend or restore the functionality of any Network Element or Combination. On a non-discriminatory basis as to other BellSouth customers, BellSouth shall implement any restoration priority on a per Network Element or Combination basis in a manner that conforms with Sprint requested priorities.

Section 4.4

Unless otherwise directed by Sprint, when Sprint orders an Element or Combination, all pre-assigned trunk or telephone numbers currently associated with that Network Element or Combination shall be retained without loss of feature capability and without loss of associated functions including, but not

limited to, Directory Assistance and 911/E911 capability, capability where such features or functions exist.

Section 4.5

When Sprint orders Elements or Combinations that are currently interconnected and functional, such Elements and Combinations will remain interconnected and functional without any disconnection or disruption of functionality. This shall be known as Contiguous Network Interconnection of network elements. Notification that a Sprint customer has switched its service from Sprint to another telecommunications provider shall be in accordance with Section 8 of Attachment 7 of this Agreement.

Section 7.1

Sprint may purchase Network Elements either individually or in Combinations. Combinations can be ordered (i) on a case-by-case basis for those Network Elements that are customer specific; or (ii) on a common use basis for those Network Elements that are shared by multiple customers.

Section 7.2

In ordering Network Elements or Combinations, Sprint will utilize standard industry order formats and data elements developed by the Ordering and Billing Forum (OBF). Until such industry standard order formats and data elements are finalized for all Network Elements, Sprint and BellSouth will use best efforts to develop an interim process by no later than April 1, 1997 to meet these requirements. Such interim process will utilize the jointly developed EDI ordering interface, the existing ASR ordering interface, and manual intervention as required.

ATTACHMENT 5

Section 1

BellSouth shall provide repair, maintenance, testing, and surveillance for all Local Services and Unbundled Network Elements and Combinations in accordance with the terms and conditions of this Attachment. BellSouth will provide Sprint with at least the capability to provide a Sprint customer the same experience as BellSouth provides its own customers. The capability provided to Sprint by BellSouth shall be in accordance with standards or other measurements that are at least equal to the level that BellSouth provides or is required to provide by law and its own internal procedures.

Section 2

BellSouth shall use its best efforts in working with Sprint to meet maintenance standards for all Local Services and Unbundled Network Elements and Combinations ordered under this Agreement, as specified in Section 8 of this Attachment. Where applicable to a particular Local Service, an Unbundled Network Element, or Combination, such maintenance standards shall include, without limitation, standards for testing, network management, call gapping, and notification of upgrades as they become available.

ATTACHMENT 11

"Combinations" consist of multiple Network Elements that are logically related to enable Sprint to provide service in a geographic area or to a specific customer and that are placed on the same order by Sprint.

"Loop" or "Loop Combination" has the meaning set forth in Attachment 2, Section 2.1.1.

ATTACHMENT 15

Section 4.3

For Loop and Transport Unbundled Network Elements, the interim interfaces utilize BellSouth's Access Service Request (ASR) process with manual intervention as required, including the ordering of:

- CCS-SS7 Signaling Connections/Access Links
- Line Information DataBase (LIDB) - Validation Service
- 800 Access Ten Digit Screening
- Local Interconnection/Trunking Arrangements
- Operator Services - Directory Assistance and Toll & Assistance
- Unbundled Exchange Access Loop

Section 5.2.1

SPRINT and BellSouth will use two types of orders, an infrastructure Provisioning order and a Customer Specific Provisioning order, to establish local service capabilities based upon Unbundled Network Element architecture. The Infrastructure Provisioning order notifies BellSouth of the common use Network Elements and Combinations that SPRINT will require. For services covered in BellSouth's "OLEC-to-BellSouth Facility-Based" guide, this notification will occur through use of an ASR. BellSouth will make periodic updates to the OLEC guide to reflect UNEs that are found to be technically feasible by the appropriate regulatory agency. For services not covered in BellSouth's "OLEC-to-BellSouth Facility-Based" guide, this notification will occur through use of an Infrastructure Footprint Form. The Infrastructure Footprint Form, when applicable, and the associated ASR forms (Local Switching, Interoffice Transport, Signaling and Database, Operator Services and DA) order the Network Elements and Combinations used in common (across SPRINT retail customers) and identify the geographic area SPRINT expects to serve through the Network Elements and Combinations ordered. SPRINT and BellSouth may mutually agree to use an alternative format for exchange of Footprint Order related information, provided that the same information content is delivered.

Section 5.2.2

For services not covered in BellSouth's "OLEC-to-BellSouth Facility-Based" guide, BellSouth will accept the Infrastructure/Footprint Form developed by SPRINT, or the mutually agreed upon equivalent format, until such time SPRINT and BellSouth agree that the OBF has adopted an acceptable alternative form. In addition, BellSouth will accept a modified version of the OBF Translation Questionnaire (TQ) Form. The modified TQ will be sent to BellSouth when BellSouth must modify the routing tables for its end offices to accommodate the treatment of customer calling associated with the combination of Network Elements that SPRINT is employing to deliver service. SPRINT will provide the Infrastructure/Footprint Form and all associated ASR forms.

**AT&T / MCI ARBITRATION ORDER
KEY CONTRACT LANGUAGE USED IN THE ORDER AND THE COMPARABLE SPRINT CONTRACT LANGUAGE**

MCI	AT&T	Sprint
<p><u>Attachment III, Section 2.4</u> BellSouth shall offer each Network Element individually and in combination with any other Network Element or Network Elements in order to permit MCI to provide Telecommunications Services to its subscribers.</p>	<p><u>GTC, Part II, Section 30.5</u> BellSouth shall offer each Network Element individually and in combination with any other Network Element or Network Elements in order to permit AT&T to provide Telecommunications Services to its Customers subject to the provisions of Section 1A of the General Terms and Conditions of this Agreement.</p>	<p><u>GTC, Part II, Section 30.5</u> BellSouth shall offer each Network Element individually and in combination with any other Network Element or Network Elements in order to permit Sprint to provide Telecommunications Services to its Customers subject to the provisions of Section 1A of the General Terms and Conditions of this Agreement.</p>
<p><u>Attachment I, Section 8</u> The recurring and non-recurring prices for Unbundled Network Elements ("UNEs") in Table 1 of this Attachment are appropriate for UNEs on an individual, stand-alone basis. When two or more UNEs are combined, these prices may lead to duplicate charges. BellSouth shall provide recurring and non-recurring charges that do not duplicate charges for functions or activities that MCI does not need when two or more Network Elements are combined in a single order.</p>	<p><u>GTC, Part IV, Section 36.1</u> Any BellSouth non-recurring and recurring charges shall not include duplicate charges or charges for functions or activities that AT&T does not need when two or more Network Elements are combined in a single order. BellSouth and AT&T shall work together to mutually agree upon the total non-recurring and recurring charge(s) to be paid by AT&T when ordering multiple network elements. If the parties cannot agree to the total non-recurring and recurring charge to be paid by AT&T when ordering multiple Network Elements within sixty (60) days of the Effective Date, either party may petition the Florida Public Service Commission to settle the disputed charge or charges.</p>	<p><u>GTC, Part IV, Section 36.1</u> Any BellSouth non-recurring and recurring charges shall not include duplicate charges or charges for functions or activities that Sprint does not need when two or more Network Elements are combined in a single order. BellSouth and Sprint shall work together to mutually agree upon the total non-recurring and recurring charge(s) to be paid by Sprint when ordering multiple Network Elements. If the parties cannot agree to the total non-recurring and recurring charge(s) to be paid by Sprint when ordering multiple Network Elements within sixty (60) days of the Effective Date, either party may petition the Florida Public Service Commission to settle the disputed charge or charges.</p>
<p><u>Attachment VIII, Section 2.2.15.1</u> MCI may order and BellSouth shall provision unbundled Network Elements either individually or in any combination on a single order. Network Elements ordered as combined shall be provisioned as combined by BellSouth unless MCI specifies that the Network Elements ordered in combination be provisioned separately.</p>	<p><u>Attachment 4, Section 2.2</u> Combinations, consistent with Section 1.A of the General Terms and Conditions of this Agreement, shall be identified and described by AT&T so that they can be ordered and provisioned together and shall not require enumeration of each Element within that Combination on each provisioning order.</p>	<p><u>Attachment 4, Section 2.2</u> Combinations, consistent with Section 1.A of the General Terms and Conditions of this Agreement, shall be identified and described by Sprint so that they can be ordered and provisioned together and shall not require the enumeration of each Element within that Combination on each provisioning order. Multiple individual Elements may be ordered by Sprint from BellSouth on a single order (either LSR or ASR) encompassing all elements or combinations of elements. Until Electronic Interfaces are in place to meet these requirements, Sprint and BellSouth will use best efforts to develop an interim process by no later than April 1, 1997 to meet these requirements.</p>

AT&T / MCI ARBITRATION ORDER

KEY CONTRACT LANGUAGE USED IN THE ORDER AND THE COMPARABLE SPRINT CONTRACT LANGUAGE

MCI	AT&T	Sprint
<p><u>Attachment VIII, Section 2.2.15.3</u> When MCI orders Network Elements or Combinations that are currently interconnected and functional, Network Elements and Combinations shall remain connected and functional without any disconnection or disruption of functionality.</p>	<p><u>Attachment 4, Section 4.5</u> When AT&T orders Elements or Combinations that are currently interconnected and functional, such Elements and Combinations will remain interconnected and functional without any disconnection or disruption of functionality. This shall be known as Contiguous Network Interconnection of network elements.</p>	<p><u>Attachment 4, Section 4.5</u> When Sprint orders Elements or Combinations that are currently interconnected and functional, such Elements and Combinations will remain interconnected and functional without any disconnection or disruption of functionality. This shall be known as Contiguous Network Interconnection of network elements. Notification that a Sprint customer has switched its service from Sprint to another telecommunications provider shall be in accordance with Section 8 of Attachment 7 of this Agreement.</p>
<p><u>Attachment III, Section 2.6</u> With respect to network elements, charges in Attachment I are inclusive and no other charges apply, including but not limited to any other consideration for connecting any network elements with other network elements.</p>	<p><u>NO COMPARABLE CONTRACT LANGUAGE</u></p>	<p><u>NO COMPARABLE CONTRACT LANGUAGE</u></p>

ATTACHMENT # 7



July 27, 1999

Ms. Susan Arrington
Manager- Interconnection Services/Pricing
BellSouth
675 W. Peachtree Street
Atlanta, GA 30375

Melissa L. Cloz
Director
Local Market Development

Local Market
555 Lake Border Drive
Apopka, FL 32703
Voice 407 889 6182
Fax 407 884 1963
melissa.cloz@mail.sprint.com

Dear Susan:

Since July 1996, Sprint has provided service to customers utilizing Unbundled Network Elements (UNEs) purchased from BellSouth including combinations consisting of unbundled loops and dedicated transport services (DS0/DS1/DS3). These combinations have been provided under the contracts between BellSouth and Sprint. On June 17, 1999, BellSouth notified Sprint by letter that it would no longer provision these UNE combinations, characterized as extended loop combinations (ELCs). Sprint vigorously disagrees with and protests BellSouth's action and believes it to be in direct violation of the Interconnection Agreement between the companies, dated July 1, 1997.

Nevertheless, in an effort to continue to serve our customers, pending the resolution of this dispute, Sprint may order services or establish collocation that would not have been required if BellSouth were to continue to honor the Interconnection Agreement and to continue to provision ELCs. Therefore, all service orders and/or alternative service provisioning arrangements that involve expenditures or payment for services that would not have been required if BellSouth continued to provision ELCs (e.g., special access and collocation) are ordered under protest. Sprint reserves its full rights to receive a refund for any price increases that result and/or compensation for any expenditures that would have been unnecessary if BellSouth continued to provision ELCs. Sprint waives no rights in this regard by continuing to order services to meet its existing or future customers' needs.

This letter is the only notification that Sprint will give in this regard.

Sincerely,

A handwritten signature in black ink that reads "Melissa L. Cloz". The signature is fluid and cursive, with the first name being the most prominent.

Melissa L. Cloz

Cc: Petra Pryor, BellSouth
Linda McGrue, BellSouth
Jerry Hendrix, BellSouth
Charles Schwinkel, Sprint
Craig T. Smith, Sprint
Richard Warner, Sprint