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Blanca S. Bayo, Director
Division of Records and Reporting
Public Service Commission
4750 Esplanade Way, Room 110
Tallahassee, FL 32399

001436-TP

Re: Petition for Arbitration of Pilgrim Telephone, Inc.

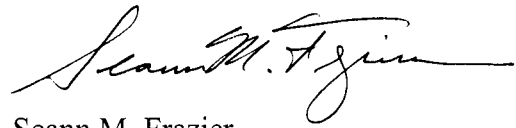
Dear Ms. Bayo:

Enclosed is an original and fifteen (15) copies of a Petition for Arbitration, including attachments, filed on behalf of Pilgrim Telephone, Inc.

We have also enclosed a copy of the document on diskette, prepared in Microsoft Word 7.0 on a Windows 95 operating system. The diskette is a "2HD" density and 1.44 MB.

Thank you in advance for your assistance.

Sincerely yours,



Seann M. Frazier

Enclosures
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**Before the
PUBLIC SERVICE COMMISSION
of the
STATE OF FLORIDA**

In the Matter of

PETITION FOR ARBITRATION
OF PILGRIM TELEPHONE, INC.
PURSUANT TO SECTION 252(b) OF THE
COMMUNICATIONS ACT OF 1934

DOCKET NO. 051436 - TP

**PETITION FOR ARBITRATION
of
PILGRIM TELEPHONE, INC.**

Seann M. Frazier
Greenberg Traurig, LLP
101 East College Avenue
Post Office Drawer 1838
Tallahassee, Florida 32302
(850) 425-8518

Walter Steimel, Jr.
John Cimko
Nancy E. Boocker
Greenberg Traurig, LLP
800 Connecticut Avenue, N.W.
Suite 500
Washington, D.C. 20006
(202) 452-4893

September 20, 2000

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Exhibit — BellSouth Local Interconnection Agreement, 2Q00 Version

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DOCKET NO. _____

September 20, 2000

PETITION FOR ARBITRATION

Pilgrim Telephone, Inc. ("Pilgrim"), through counsel, submits the following Petition for Arbitration pursuant to Section 252(b) of the Communications Act of 1934 ("Act").

I. INTRODUCTION

Pilgrim is a Massachusetts corporation with its principal place of business located at Building 600, Suite 450, One Kendall Square, Cambridge, Massachusetts 02139.

Pilgrim offers a variety of interstate, interexchange services, including presubscribed 1+ services, casual calling common carrier services, and information and enhanced services. Pilgrim began operating in 1989 and has experience in providing a variety of interstate, interexchange services, including collect and calling card casual access common carrier services, and various information and enhanced services, including pay-per-call services, telemessaging and voice mail

services, group access bridging, and bulletin board services. Pilgrim currently provides presubscribed 1+ services only in the eastern Local Access and Transport Area (“LATA”) in the Commonwealth of Massachusetts, where Pilgrim initially began its operations. Pilgrim also plans to offer local exchange telecommunications services.

BellSouth Telecommunications, Inc. (“BellSouth”) is a corporation with its principal place of business located at 675 West Peachtree Street, Atlanta, Georgia 30375. BellSouth is a communications services company with more than \$26 billion in annual revenues, and operates as an incumbent local exchange carrier (“LEC”) in nine southeastern states. BellSouth currently serves more than 40 million customers in 18 countries worldwide. BellSouth focuses on providing customers with data, broadband, and voice products and services. These include telecommunications services, Internet, data, and electronic commerce applications, wireless communications, entertainment services, and online and directory advertising.¹

We note that Pilgrim initially filed a petition with the Commission for arbitration against BellSouth on September 14, 1999. Pilgrim subsequently withdrew this petition as part of its effort to pursue a settlement with BellSouth. The failure to make progress on certain issues of key importance to Pilgrim in these discussions led Pilgrim to file another formal request for negotiations, as described in the next section.

¹ See <http://www.bellsouth.com/investor/> (accessed on Sept. 16, 2000).

II. BACKGROUND

Pursuant to Section 252(a)(1) of the Act, on April 14, 2000, Pilgrim requested (via facsimile and certified mail) that BellSouth negotiate an interconnection agreement with Pilgrim.² Pilgrim's petition for arbitration is therefore timely pursuant to Section 252(b)(1) of the Act.

On June 23, 2000, Pilgrim sent a letter to BellSouth (via Federal Express) addressing general issues that Pilgrim sought to discuss in the interconnection negotiations.³ The letter included the presentation of detailed recommended changes to the generic draft interconnection agreement previously supplied to Pilgrim by BellSouth, as well as numerous questions relating to the draft agreement that Pilgrim wished to discuss with BellSouth.

Negotiations between Pilgrim and BellSouth (all of which have been conducted via telephone conference) commenced on July 19, 2000. Subsequent negotiating sessions were held on July 26, July 31, August 9, September 5, September 11, and September 14.⁴ On September 5, Pilgrim sent to BellSouth an additional presentation of recommended changes, based on a new version of the interconnection agreement supplied by BellSouth. In addition, there have been numerous exchanges of electronic mail messages for the purpose of providing information, re-

² Letter from Craig R. Paulus, Counsel to Pilgrim Telephone, Inc., to Lisa S. Foshee, BellSouth Telecommunications, Inc., Apr. 14, 2000.

³ Letter from Walter Steimel, Jr., Counsel to Pilgrim Telephone, Inc., to Lisa S. Foshee, BellSouth Telecommunications, Inc., June 23, 2000. The letter also reflected Pilgrim's interest in entering into a billing and collection agreement with BellSouth.

⁴ Negotiations relating to a separate billing and collection agreement were also conducted during some of these sessions.

sponding to questions, and elaborating the positions of both parties regarding pending issues in the negotiations.

Although several issues raised by Pilgrim have been satisfactorily resolved,⁵ other issues remain unresolved and therefore form the basis for this Petition for Arbitration.⁶ Although both parties have expended considerable time and resources in an effort to reach mutually agreeable resolution of the issues in dispute, Pilgrim notes that this process has been complicated and hampered by the fact that BellSouth was not able to provide Pilgrim with a single version of BellSouth's generic interconnection agreement that would serve as the only document used in the negotiations. BellSouth first provided Pilgrim a Third Quarter 1999 Version of the draft generic agreement, and Pilgrim relied upon this version for its initial review. The submission made by Pilgrim to BellSouth on June 23 was based upon Pilgrim's review of this version.

BellSouth, however, subsequently provided Pilgrim with a new First Quarter 2000 Version of the agreement, and, after negotiations had already commenced, provided Pilgrim with still another updated document, the Second Quarter 2000 Version of the agreement. BellSouth then insisted that the negotiations must focus on this most recent version of the generic agreement, rather than the Third Quarter 1999 Version that Pilgrim had already reviewed. Pilgrim's task in analyzing the new versions of the agreement was further handicapped by the fact that BellSouth (although promising to do so) failed to provide Pilgrim with any accompanying mate-

⁵ See Section IV, *infra*.

⁶ The interconnection agreement, marked to show text revisions that are in disagreement, is attached to this Petition as an Exhibit. Revisions to the text to which the parties have agreed (which are summarized in Section IV, *infra*) are also incorporated into the agreement shown in the Exhibit.

rials explaining the substantive differences among the various versions that BellSouth placed on the table at various times during the negotiating process.

This tactic of “moving the goalposts” in the midst of the negotiating process has caused Pilgrim to incur additional burdens and expenses which should have been avoidable, and raises questions regarding the extent to which BellSouth has been successful in meeting its duty to negotiate in good faith in accordance with Section 251(c)(1) and Section 252 of the Act.

III. DISPUTED ISSUES AND POSITIONS OF THE PARTIES

Pilgrim respectfully submits the following issues for arbitration by the Commission:

Issue A

Should BellSouth be required to specify in the interconnection agreement that it will provide resale services to Pilgrim at parity with services provided to other parties?

Background

The Second Quarter 2000 version of the interconnection agreement states that “[w]hen Pilgrim purchases, pursuant to Attachment I [Resale] of this Agreement, telecommunications services from BellSouth for the purposes of resale to end users, BellSouth shall provide said services so that the services are equal in quality, subject to the same conditions, and provided with the same provisioning time intervals that BellSouth provides to its affiliates, subsidiaries, and end users.”⁷

Pilgrim has proposed a revision to this sentence so that BellSouth would need to provide services for the purposes of resale that are equal in quality, subject to the same conditions, and provided within the same provisioning time intervals that BellSouth provides to “any other

⁷ BellSouth Local Interconnection Agreement, 2Q00 Version, General Terms and Conditions, Part A, Sec. 4.

party.” Under this proposed revision, the affected sentence would read: “When Pilgrim purchases, pursuant to Attachment I of this Agreement, telecommunications services from BellSouth for the purposes of resale to end users, BellSouth shall provide said services so that the services are equal in quality, subject to the same conditions, and provided with the same provisioning time intervals that BellSouth provides to its affiliates, subsidiaries, end users, *and any other party.*”

The revision proposed by Pilgrim would have the effect of requiring BellSouth to provide resale services to Pilgrim that are equal in quality to the services BellSouth provides to any other party, including any other carrier.

Pilgrim’s Position

Pilgrim believes that BellSouth is required by the non-discrimination provisions of the Act, including those contained in Section 251 of the Act, to provide to Pilgrim resale services that are at parity with the services BellSouth provides to other carriers, and that BellSouth’s obligation to provide resale at parity is not limited to the quality of service that it provides to itself, its affiliates, and its end users.

Sections 201 and 202 of the Act contain the core responsibilities of common carriers such as BellSouth to provide services in a manner that is just, reasonable, and not unreasonably discriminatory. The Federal Communications Commission (“FCC”) has relied on these provisions to preclude long distance carriers from restricting resale of their services. In addition, Section 251(c)(4) of the Act imposes on incumbent LECs the duty “not to prohibit, and not to impose unreasonable or discriminatory conditions or limitations on, the resale” of any telecommunica-

tions service that the carrier provides at retail to subscribers who are not telecommunications carriers.⁸

The FCC has elaborated on the resale requirements of Section 251(c)(4). For example, in the *Local Competition Order*, the FCC concluded that “service made available for resale be at least equal in quality to that provided by the incumbent LEC to itself or to any subsidiary, affiliate, or any other party to which the carrier directly provides the service, such as end users.”⁹ Certainly incumbent LECs such as BellSouth provide service directly to other competitive LECs for the purposes of resale. The FCC used language similar to Pilgrim’s proposed language and gave end users as an example of other parties whose service can be used as a standard for parity. The FCC made clear that service to end users was only one example of parity requirements by explaining that this requirement applied to differences that would be imperceptible to end users.¹⁰ The FCC also reiterated that common carrier obligations, established by federal and state law and FCC rules, continue to apply to incumbent LECs in their relations with resellers.¹¹

By refusing to include “any other party” in the parity section of the interconnection agreement, BellSouth has included an unreasonable and discriminatory limitation on the quality, conditions, and provisioning intervals of the resale service that it will provide to Pilgrim. Bell-

⁸ 47 U.S.C. § 251(c)(4).

⁹ Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, CC Docket No. 96-98, First Report and Order, 11 FCC Rcd 15499, 15979 (para. 970) (1996) (*Local Competition Order*), *aff’d in part and vacated in part sub nom. Competitive Telecom. Ass’n v. Federal Comm. Comm’n*, 117 F.3d 1068 (8th Cir. 1997), *aff’d in part and vacated in part sub nom. Iowa Utils. Bd. v. Federal Comm. Comm’n*, 120 F.3d 753 (8th Cir. 1997), *aff’d in part, rev’d in part, and remanded sub nom. AT&T v. Iowa Utils. Bd.*, 119 S.Ct. 721 (1999).

¹⁰ *Id.*

¹¹ *Id.*

South's refusal to include this language amounts to a violation of Sections 201, 202, and 251(c)(4) of the Act, as well as the FCC's *Local Competition Order*.

BellSouth's Position

BellSouth has taken the position that the statute specifically requires it to provide service that is at parity to the service that BellSouth provides to itself. According to BellSouth, it may provide certain services to other carriers under separate "special assembly" agreements that it would not be required to provide to Pilgrim in a manner equal in quality, subject to the same conditions, and provided with the same provisioning time intervals. Although BellSouth agreed that the Act contains non-discrimination requirements and allows for the adoption of provisions in other interconnection agreements, it refused to accept Pilgrim's proposed revision.

Issue B

Should BellSouth be required to include in the interconnection agreement provisions for the alternate resolution of disputes between the parties, which would include binding arbitration if good faith negotiations are not successful in resolving disputes arising under the agreement?

Background

The Second Quarter 2000 Version of the draft interconnection agreement provides that, if any dispute arises regarding the interpretation or implementation of the agreement, the aggrieved party must petition the Commission for a resolution of the dispute. The agreement also states that each party reserves the right to seek judicial review of any ruling made by the Commission.¹²

Pilgrim has proposed to replace this provision with a dispute resolution mechanism that would include the following features. First, the provision would make clear that both parties wish

¹² BellSouth Local Interconnection Agreement, 2Q00 Version, General Terms and Conditions, Part A, Sec. 12.

to avoid litigation to the extent possible, and therefore agree that, in most cases, the alternative dispute resolution mechanism, would serve as their sole remedy regarding any claim or controversy arising under the agreement. Second, the parties would agree that, as a first stage of attempting to resolve disputes, each party would appoint a knowledgeable representative to negotiate in good faith to resolve the dispute. The parties could also agree to invoke mediation at this stage of the dispute resolution process.

Third, if negotiations have not resolved the dispute within 60 days following the initial request for negotiations, then the dispute must be submitted to binding arbitration by a panel of three arbitrators pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Each party would choose one arbitrator; and then the two selected arbitrators would choose a third, independent arbitrator to complete the panel. Each of the arbitrators would be required to be experienced in matters relating to telephony, Internet communications, or information technologies. The arbitrators would be required to rule on the dispute within 30 business days after the close of the hearings.

Fourth, the revised section would include provisions relating to discovery, depositions, and expedited arbitration procedures. Fifth, neither party would waive the right to file a complaint or otherwise seek enforcement of the agreement by the Commission or the FCC, with regard to any regulated public service obligations. The new section would also specify that nothing in the agreement would limit or expand the authority or jurisdiction of the Commission regarding telecommunications matters within the state. Finally, the parties would be required to continue to provide services to each other during the pendency of dispute resolution procedures. If a party fails to comply with any requirements relating to the continuation of service, that party would be

liable for any lost revenues and other damages that may be awarded in an adjudicatory proceeding.

Pilgrim's Position

Pilgrim believes that the alternate dispute resolution procedures proposed by Pilgrim will benefit both parties and serve significant public policy objectives, for the following reasons. First, since the express purpose of the provision is to avoid litigation, the alternate dispute resolution procedures would have the effect of reducing litigation costs for both parties. Second, the avoidance of litigation that would result from the provision would reduce caseload burdens and attendant public costs faced by the state and federal judicial systems.

Third, in contrast to the dispute resolution mechanism favored by BellSouth, the approach proposed by Pilgrim would have a direct and salutary effect on the Commission's caseload. Instead of going straight to the Commission whenever a dispute might arise under the agreement, the parties would seek to resolve the dispute between themselves or use private arbitration mechanisms. These procedures would clearly reduce caseload burdens and costs faced by the Commission. Fourth, the use of three arbitrators, coupled with the requirement that the arbitrators have relevant industry knowledge and experience, would help ensure a result fair to both sides.

Finally, although reliance upon the Commission would be minimized through the use of the proposed alternative procedures, the authority and jurisdiction of the Commission would in no way be affected, and both parties would retain the right to file complaints or otherwise seek Commission enforcement of the rules and requirements within its jurisdiction.

BellSouth's Position

BellSouth has taken the position that the dispute resolution procedures proposed by Pilgrim would have detrimental effects because the procedures would be too costly and too time-consuming.

Issue C

Should BellSouth be required to provide billing and collection services to Pilgrim pursuant to which BellSouth would bill and collect on behalf of Pilgrim in the case of information service calls made by BellSouth customers that are directed to information service providers and that are transmitted over Pilgrim's network facilities?

Background

Pilgrim has proposed to add a new section to the interconnection agreement, Section 14 in Attachment 2 (Network Elements and Other Services),¹³ that would govern the handling of information services traffic. Under the provisions proposed by Pilgrim, each party would route traffic for directly dialed information services such as 900, 976, weather lines, sports lines, *etc.*, that originates on its network to the appropriate information service platforms connected to the other party's network. Each party would also agree to provide routing and rating information associated with the calls. Finally, the party on whose network the information service call originates would agree to bill and collect for the information service charges, less a fee per billed message, an uncollectibles reserve, and other customer adjustments.

¹³ Pilgrim has also proposed conforming amendments to Section 7.10 of Attachment 1 (Resale), to Section I.C.(a) of Attachment 1, Exhibit C (Resale, LIDB Storage Agreement), and to Section I.C.(a) of Attachment 2, Exhibit A (Network Elements and Other Services, LIDB Storage Agreement). These conforming amendments are also subject to disagreement between the parties.

Pilgrim's Position

The basis for Pilgrim's insistence that BellSouth should make billing and collection for casual calling services available to Pilgrim as a provision included in an interconnection agreement between the two parties is Pilgrim's belief that BellSouth is required to make billing and collection available to competitive carriers as an unbundled network element ("UNE"). Several factors support this conclusion.

First, billing and collection services fit within the definition of a network element, as that term is defined in the Act. A network element is defined as a facility or equipment used in the provision of a telecommunications service, including features, functions, and capabilities that are provided by means of the facility or equipment. It is reasonable to classify billing and collection service as a network element, because billing and collection service constitutes a feature, function, or capability that is provided by a facility or equipment that in turn is used to provide a telecommunications service.

Second, telecommunications services are defined by the Act as offerings of telecommunications for a fee. It makes sense to conclude that, in order to offer telecommunications for a fee, a carrier must have the capacity to bill and collect for the offering. This buttresses Pilgrim's argument that this fee collection capability is part of the meaning of the term "telecommunications service," making billing and collection a feature, function, or capability that is provided by a facility or equipment used to provide the service.

Third, billing and collection must be made available as a network element on an unbundled basis, pursuant to the terms of the Act, because Pilgrim's ability to provide casual calling services would be materially impaired if BellSouth is not required to bill and collect for Pilgrim. Since Pilgrim does not have any ongoing subscribership arrangement with BellSouth customers

who would place casual calls on Pilgrim's network, there is no effective and cost efficient means for Pilgrim to render and collect bills from these casual callers, either through Pilgrim's direct billing for its services or through any attempt to rely upon third party vendors, such as credit card companies, to bill and collect on Pilgrim's behalf.

The following example illustrates the problems Pilgrim would face in attempting to provide competitive services relating to casual calling without having access to BellSouth's billing and collection services. If Pilgrim sought to provide a 976 service to an information provider in Florida, the competitive feasibility of such an offering would be directly dependent upon BellSouth's willingness to route 976 calls from BellSouth's customers to Pilgrim *and* to bill and collect for those calls. There would be no financial incentive for an information service provider to do business with Pilgrim if Pilgrim could not deliver, and bill and collect for, 976 calls made by the overwhelming majority of subscribers in Florida. The absence of BellSouth's billing and collection would make it virtually impossible to offer 976 service on a competitive basis, leaving BellSouth in a monopoly position with regard to the offering of such a service to information service providers.

Fourth, Pilgrim would be impaired in offering its casual calling services if it cannot receive billing and collection from BellSouth as a UNE because, unlike regular subscribers to local exchange services, customers using casual calling services may generate only a few calls each month, making it costly for Pilgrim to maintain a billing and collection system to generate monthly bills to these casual calling customers. In addition, the rate of uncollectibles is significantly higher for casual calling customers than for presubscribed customers. Moreover, the use of third parties, such as credit card companies, to bill and collect casual calls is not a practical or cost effective option.

Finally, Pilgrim is not convinced by BellSouth's contention that an interconnection agreement is an inappropriate vehicle for billing and collection arrangements, and that Pilgrim should rely instead upon BellSouth's tariffs and contracts with BellSouth that deal directly and exclusively with billing and collection. BellSouth's aversion to incorporating billing and collection provisions in interconnection agreements is belied by the fact that such provisions *are* included when they serve BellSouth's purposes.

The current agreement under negotiation illustrates this point. The Line Information Data Base (LIDB) Storage Agreement¹⁴ is used to ensure billing and collection for third parties that have billing and collection agreements with BellSouth. The LIDB Storage Agreement requires Pilgrim to bill and collect from its customers for charges for telecommunications services billed by BellSouth (on behalf of BellSouth's own billing and collection customers) to Pilgrim's end user accounts resident in LIDB. In addition, Pilgrim's obligation to pay BellSouth for the charges billed is independent of Pilgrim's ability to collect from its own end users. Thus, the whole purpose of the provision is to ensure that BellSouth can meet its billing and collection obligations to a third party with which BellSouth has a separate agreement. In addition, the agreement requires Pilgrim to bill and collect from its own customers on BellSouth's behalf, which is precisely what Pilgrim is requesting BellSouth to do in the case of information services traffic.

Although BellSouth has maintained that Pilgrim should obtain billing and collection services via a separate agreement, or based on provisions in BellSouth's state access tariff, BellSouth has been unable to explain how Pilgrim can obtain billing and collection for local services.

¹⁴ See BellSouth Local Interconnection Agreement, 2Q00 Version, Attachment 1, Exhibit C (Resale, LIDB Storage Agreement) and Attachment 2, Exhibit A (Network Elements and Other Services, LIDB Storage Agreement).

BellSouth's Position

BellSouth has taken the position that billing and collection is not a UNE and that, therefore, BellSouth is not required to make billing and collection available in an interconnection agreement under the terms of the Act. BellSouth contends, for example, that billing and collection is not a feature, function, or capability provided by any facility or equipment used in the provision of a telecommunications service, but rather is a service separate and apart from the provision or routing of a telephone call. BellSouth also has taken the position that billing and collection service is not part of BellSouth's Operational Support Systems ("OSS"), and thus is not on the FCC's national list of UNEs.

Issue D

Should BellSouth be required to specify in the interconnection agreement that it will provide access to OSS, including access to certain customer record information that includes billing name and address and 900 number blocking information, for the provision of telecommunications services?

Background

Attachment 6 of the Second Quarter 2000 Version of the interconnection agreement contains the following provision relating to access to OSS:

Pre-Ordering. BellSouth provides electronic access to the following pre-ordering functions: service address validation, telephone number selection, service and feature availability, due date information, and upon Commission approval of confidentiality protections, to customer record information. Access is provided through the Local Exchange Navigation System (LENS) interface the Telecommunications Access Gateway (TAG) interface. Customer record information includes Customer Record Information includes [sic] but is not limited to, customer specific information in CRIS and RSAG. In addition, Pilgrim shall provide to BellSouth access to customer record information including electronic access where available. Otherwise, Pilgrim shall provide paper copies of customer record information within a reasonable period of time upon request by BellSouth. Customer Record information

is equivalent to but not limited to the type of customer specific information contained in CRIS and RSAG. The parties agree not to view, copy or otherwise obtain access to the customer record information of any customer without that customer's permission and further agrees that Pilgrim and BellSouth will obtain access to customer record information only in strict compliance with applicable laws, rules, or regulations of the State in which the service is provided.

Pilgrim proposed several additions to this provision. First, Pilgrim proposed that the section not be limited to pre-ordering for local exchange services. Instead, Pilgrim proposed that the interconnection agreement be amended to provide that electronic access to the specified information be available for the purposes of pre-ordering "and other functions related to the provision of telecommunications services."

Second, Pilgrim proposed specifying that customer record information includes billing name and address and 900 blocking information. The revised section would explain that the term "customer record information" means information relating to (1) local service itemization; and (2) the customer's credit history (where access to such information is not barred or restricted by state laws or regulations). The revised section would also define local service itemization as information relating to a customer's local service, such as billed name, billed address, the end user's products and services, and whether the customer has elected the 900 call blocking feature made available by BellSouth. This description of local service itemization was drawn from BellSouth's *LENS User Guide*, CG-LENS-001, Issue 8F, July 14, 2000.

Finally, Pilgrim proposed that, to the extent practicable, access to database information should be available in real time, twenty-four hours per day and seven days per week. Also, the revised section would specify that BellSouth must provide access to databases at parity with the access that BellSouth provides to itself, its affiliates, subsidiaries, and other parties.

Pilgrim's Position

Pilgrim believes that it is entitled to UNEs such as access to OSS for the provision of any telecommunications service, not merely for the provision of local exchange services. The language of Section 251(c)(3) of the Act makes clear that BellSouth must make UNEs available to any telecommunications carrier that is offering a telecommunications service. The legislative history of the Act, as well as FCC implementing regulations, also support Pilgrim's position that it is entitled to UNEs for the provision of telecommunications services. In addition, the FCC has found that a telecommunications carrier such as Pilgrim is also entitled to access to UNEs for the provision of information services so long as the carrier provides both telecommunications and information services.

The contract language at issue reflects that BellSouth has taken a narrow and impermissible view of pre-ordering functions. By assuming that consumers will use only one LEC, BellSouth has neglected the possibility of a consumer choosing to use the casual calling services of a carrier other than the consumer's presubscribed LEC. Under those circumstances, a provider of casual calling services, such as Pilgrim, would need access to database information contained in OSS for the purposes of completing the call. In the casual calling context, a consumer is essentially requesting service for the duration of a specific call. Under those circumstances Pilgrim would need to obtain access to certain database information, but the consumer would remain a subscriber of BellSouth local exchange services. The statute, in requiring that OSS be available to carriers providing *any* telecommunications service, intends to promote competition and benefit consumers by enabling them to utilize the services of more than one carrier.

Pilgrim also believes that the unbundling requirement relating to OSS includes not merely physical access to OSS but also the information contained in the OSS databases. Bell-

South does not deny that BNA information and 900 blocking information are contained in databases that are available through OSS. Indeed, BellSouth has not rejected the possibility of specifying in the interconnection agreement that BNA and 900 blocking information are available for pre-ordering.

In addition, Pilgrim requires timely access to BNA and 900 blocking information. Pilgrim needs access to BNA information in order to provide its services competitively in an efficient and cost effective manner. One type of service that Pilgrim plans to provide would be casual calling services (such as calling card services, 900 pay-per-call services, information services, and collect calling) furnished to BellSouth customers.¹⁵ Timely access to BNA information would aid Pilgrim in guarding against the fraudulent placement of calls and also would assist Pilgrim in maximizing the likelihood that it will be successful in collecting payments for transmitting these casual calls over its network. The BNA information would assist Pilgrim in determining whether the casual call is being placed from a valid and operating number assigned to a subscriber who is in good standing with BellSouth.

Pilgrim needs access to 900 blocking information because, in the case of casual calling services provided by Pilgrim to local exchange customers of BellSouth, Pilgrim must be in a position to honor blocking instructions that have been made by BellSouth subscribers, who may place calls to a pay-per-call service using numbers that would not be blocked by BellSouth. In

¹⁵ It is important to note that, to the extent that Pilgrim were to engage in the provision of services in Florida as a competitive LEC providing local exchange services to its own base of customers, Pilgrim's need for the network elements at issue in this proceeding would be minimized. For its own local exchange subscribers, Pilgrim would be in a better position to maintain its own databases for BNA and 900 blocking information, and Pilgrim also would be better able to directly bill and collect for these local services. Pilgrim, however, *does* need the requested network elements for purposes of providing local and interexchange casual calling services.

addition, Pilgrim believes that a request for 900 blocking is a good indication that the consumer does not want any unanticipated charges on his or her bill, particularly those charges associated with casual calling services. Without timely access to 900 blocking data maintained by BellSouth, there is no feasible way in which Pilgrim can successfully and consistently meet the needs of BellSouth subscribers who have requested 900 blocking.

Finally, Pilgrim has proposed a parity provision relating to OSS. This proposed language is consistent with the non-discrimination requirements of Section 251(c)(3) and Section 251(c)(4) of the Act, as well as other non-discrimination provisions of the Act. BellSouth has indicated that it provides access to OSS at parity for all carriers, including itself. Therefore, Pilgrim does not believe this provision is problematic for BellSouth, but BellSouth has not commented on this aspect of Pilgrim's proposal.

BellSouth's Position

BellSouth does not generally oppose Pilgrim's proposed revisions to the OSS pre-ordering provision, but BellSouth has raised objections to certain aspects of Pilgrim's edits. First, BellSouth initially did not want to add specific references to the inclusion of 900 blocking information and BNA. BellSouth took the position that this information (along with a lot of other customer information) is included in the customer service record ("CSR"), and, therefore, there is no need to specifically reference the 900 blocking and BNA data in Section 2.2. After Pilgrim suggested using a definition of customer record information, based upon language in BellSouth's own documentation, BellSouth appears to have agreed to this edit.

Second, BellSouth objects to the proposed language that Pilgrim could use CSR data for pre-ordering "and other functions related to the provision of telecommunications services." Bell-

South argues that after pre-ordering — once the former BellSouth customer becomes a Pilgrim customer — there is no longer any need for BellSouth to maintain any CSR for that customer. Therefore, for the provision of other telecommunications services, Pilgrim can maintain its own CSR for its new customer.

Finally, BellSouth has a problem with the proposal that electronic access to OSS would be available in real time, twenty-four hours per day and seven days per week, indicating that Pilgrim would be entitled to receive the same type of access that BellSouth can receive itself, but this might not be real-time, twenty-four hours per day, seven days per week access. BellSouth has indicated that, if Pilgrim submitted queries electronically, then access to the data would likely be real-time or close to real-time, but this could not be guaranteed as a term of the contract. In addition, BellSouth has informed Pilgrim that it will provide electronic access to OSS in accordance with its User Guide and that any revisions to electronic access to OSS must involve BellSouth's Change Control Process.

IV. ISSUES RESOLVED BY PILGRIM AND BELLSOUTH

Pilgrim and BellSouth have been successful in resolving several substantive issues during the course of their negotiations. The principal issues with respect to which agreement was reached are briefly summarized in this section.

End User Privacy

The parties agreed to add a new Section 7.4 to Part A of the General Terms and Conditions section of the agreement, under which each party agrees to take sufficient steps to protect the privacy of end users and the confidentiality of end user communications.

Indemnification for Certain Claims

The parties agreed to amend Section 8.4 of Part A of the General Terms and Conditions section of the agreement to specify that a party providing services under the agreement shall not be indemnified to the extent the party has been grossly negligent or has engaged in willful misconduct in its provision of services or its failure to provide services.

Notice via Internet Postings

The parties agreed to add a new Section 22.4 to Part A of the General Terms and Conditions section of the agreement, which provides that Pilgrim will have the option to use Internet postings to provide notice to BellSouth of any changes in the terms or conditions of any services offered by Pilgrim.

Filing of Agreement with State Commissions

The parties agreed to amend Section 27 of Part A of the General Terms and Conditions section of the agreement to provide that the agreement shall be filed in a state upon its execution unless the state prohibits such a filing until Pilgrim is duly certified as a LEC in the state.

Discontinuation of Service under the Agreement

The parties agreed to strike Section 3.10 of Attachment 1 (Resale), which provided that service under the agreement would be discontinued if any law enforcement agency advised that the service being used is in violation of law. BellSouth acceded to Pilgrim's view that it was not reasonable to base a discontinuation of service on an opinion, rather than an adjudication, that there is a violation of law in connection with the use of a service under the agreement.

Contacting Pilgrim Customers

The parties agreed to amend Section 5.8 of Attachment 1 (Resale) to provide that BellSouth may contact Pilgrim customers directly for maintenance purposes only if Pilgrim has requested the maintenance, or in the case of general maintenance where BellSouth would not be in a position to notify Pilgrim in advance of the contact with a Pilgrim customer because BellSouth would not have the capability of identifying the customer as a Pilgrim customer.

Suspension or Termination of Service for Nonpayment

The parties agreed to amend Section 8.2.2 of Attachment 1 (Resale) to make it clear that BellSouth's reservation of the right to suspend or terminate service for nonpayment applies only in the case of undisputed amounts.

LIDB Storage Agreement

The parties agreed to delete several provisions in Attachment 1, Exhibit C (Resale, LIDB Storage Agreement), and in Attachment 2, Exhibit A (Network Elements and Other Services, LIDB Storage Agreement), because these provisions are duplicative of provisions already contained in Part A of the General Terms and Conditions section of the agreement. The deleted provisions relate to the term of the agreement, indemnification, limitation of liability, and various miscellaneous provisions.

Procedures To Avoid Suspension or Termination of Service

The parties agreed to revise Section 1.7.1 of Attachment 7 (Billing)¹⁶ to establish procedures intended to correct any perceived problems or deficiencies in the manner in which Pilgrim

¹⁶ A similar revision was agreed to in the resale provisions of the agreement. *See* BellSouth Local Interconnection Agreement, 2Q00 Version, Attachment 1, Sec. 8.2.1.

is using BellSouth's facilities or services, and thus avoid any need to suspend or terminate the provision of these facilities or services. Prior to suspending or terminating service, BellSouth will use commercially reasonable efforts to work with Pilgrim to avoid the suspension or termination.

These procedures include advising Pilgrim of the reasons that had prompted BellSouth's intention to suspend or terminate the service; discussing with Pilgrim steps that could be taken by Pilgrim to correct any problems associated with Pilgrim's use of the service; and working with Pilgrim to develop an implementation schedule to be used by Pilgrim to correct the problems. BellSouth also will send a notification letter announcing its intention to suspend or terminate service, and the letter will indicate a specific effective date after which BellSouth would no longer provide the service.

Billing Disputes

The parties agreed to amend Section 2.2 of Attachment 7 (Billing) to specify that, in the case of a disputed charge that is subject to a late payment penalty, any penalty paid by the party disputing the charge must be refunded to that party if it is later determined that the basis for disputing the charge was correct and that the party is not obligated to pay the charge.

V. RELIEF REQUESTED

WHEREFORE, Pilgrim respectfully requests that:

1. The Commission initiate an arbitration proceeding in accordance with Section 252 of the Act.
2. The Commission enter an award in favor of Pilgrim with respect to the issues in disagreement, as described in Section III of this Petition.

3. The Commission take such other and further actions as it deems appropriate.

This 20th day of September, 2000.

Respectfully submitted,

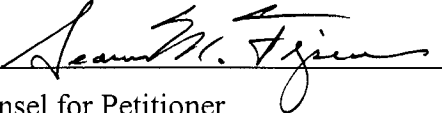
Seann M. Frazier
Greenberg Traurig, LLP
101 East College Avenue
Post Office Drawer 1838
Tallahassee, Florida 32302
(850) 425-8518

Walter Steimel, Jr.
John Cimko
Nancy E. Boocker
Greenberg Traurig, LLP
800 Connecticut Avenue, N.W.
Suite 500
Washington, D.C. 20006
(202) 452-4893

By: 
Counsel for Petitioner

CERTIFICATE OF SERVICE

Pursuant to Section 252(b)(3) of the Communications Act of 1934, I hereby certify that a copy of this petition has been served by hand delivery to Ms. Nancy H. Sims, BellSouth Telecommunications, Inc., 150 South Monroe Street, Suite 400, Tallahassee, Florida 32301-1556.

By: 
Counsel for Petitioner

Exhibit

AGREEMENT

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., (“BellSouth”), a Georgia corporation, and Pilgrim Telephone, Inc. (“Pilgrim”), a _____ corporation, and shall be deemed effective as of _____. This Agreement may refer to either BellSouth or Pilgrim or both as a “Party” or “Parties.”

WITNESSETH

WHEREAS, BellSouth is a 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, Pilgrim is or seeks to become a CLEC authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, Pilgrim wishes to resell BellSouth’s telecommunications services and purchase network elements and other services, and the Parties wish to interconnect their facilities and exchange traffic pursuant to sections 251 and 252 of the Act.

NOW THEREFORE, in consideration of the mutual agreements contained herein, BellSouth and Pilgrim agree as follows:

1. Definitions

Affiliate is defined as a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term “own” means to own an equity interest (or equivalent thereof) of more than 10 percent.

Commission is defined as the appropriate regulatory agency in each of BellSouth’s nine state region, Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee.

Competitive Local Exchange Carrier (CLEC) means a telephone company certificated by the Commission to provide local exchange service within BellSouth's franchised area.

End User means the ultimate user of the Telecommunications Service.

FCC means the Federal Communication Commission.

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

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

Telecommunications Act (“Act”) means the Communications Act of 1934 (47, U.S.C. Section 1 et. seq.) as amended by Public Law 104-104 of the United States Congress effective February 8, 1996.

2. Term of the Agreement

2.1 The term of this Agreement shall be two years, beginning _____ and shall apply to the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.

2.2 The Parties agree that by no earlier than two hundred seventy (270) days and no later than one hundred and eighty (180) days prior to the expiration of this Agreement, they shall commence negotiations for a new agreement to be effective beginning on the expiration date of this Agreement (“Subsequent Agreement”). If as of the expiration of this Agreement, a Subsequent Agreement has not been executed by the Parties, then except as set forth in Section 2.3.2 below, this Agreement shall continue on a month-to-month basis while a Subsequent Agreement is being negotiated. The Parties’ rights and obligations with respect to this Agreement after expiration shall be as set forth in Section 2.3 below.

2.3 If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in Section 2.2 above, the Parties are unable to negotiate new terms, conditions and prices for a Subsequent Agreement, either Party may petition the Commission to establish appropriate terms, conditions and prices for the Subsequent Agreement pursuant to 47 U.S.C. 252. In the event the Commission does not issue its order prior to the expiration date of this Agreement, or if the Parties continue beyond the expiration date of this Agreement to negotiate the Subsequent Agreement 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.

2.3.1 Except as set forth in Section 2.3.2 below, Notwithstanding the foregoing, in the event that as of the date of expiration of this Agreement and conversion of this Agreement to a month-to-month term, the Parties have not entered into a Subsequent Agreement and no arbitration proceeding has been filed in accordance with Section 2.3 above, then either Party may terminate this Agreement upon sixty (60) days notice to the other Party. In the event that BellSouth terminates this Agreement as provided above, BellSouth shall continue to offer services to Pilgrim pursuant to the terms, conditions and rates set forth in BellSouth's Statement of Generally Available Terms (SGAT) to the extent an SGAT has been approved by the applicable Commission(s). If any state Commission has not approved a BellSouth SGAT, then upon BellSouth's termination of this

Agreement as provided herein, BellSouth will continue to provide services to Pilgrim pursuant to BellSouth's then current standard interconnection agreement. In the event that the SGAT or BellSouth's standard interconnection agreement becomes effective as between the Parties, the Parties may continue to negotiate a Subsequent Agreement, and the terms of such Subsequent Agreement shall be effective as of the date of execution.

- 2.3.2 Notwithstanding Section 2.3 above, in the event that as of the date of expiration of this Agreement the Parties have not entered into a Subsequent Agreement and (1) no arbitration proceeding has been filed in accordance with Section 2.3 above, and (2) Pilgrim either is not certified as a CLEC in any particular state to which this Agreement applies or has not ordered any services under this Agreement as of the date of expiration, then this Agreement shall not continue on a month to month basis but shall be deemed terminated as of the expiration date hereof in the particular state in which Pilgrim is not certified as a CLEC or has not ordered any services, as the case may be.

3. OSS

Pilgrim shall pay charges for Operational Support Systems (OSS) as set forth in this Agreement in Attachment 1 and/or in Attachments 2, 3 and 5, as applicable.

4. Parity

When Pilgrim purchases, pursuant to Attachment 1 of this Agreement, telecommunications services from BellSouth for the purposes of resale to end users, BellSouth shall provide said services so that the services are equal in quality, subject to the same conditions, and provided within the same provisioning time intervals that BellSouth provides to its affiliates, subsidiaries, ~~and~~ end users and any other party. To the extent technically feasible, the quality of a Network Element, as well as the quality of the access to such Network Element provided by BellSouth to Pilgrim shall be at least equal in quality to that which BellSouth provides to itself, its affiliates or any other telecommunications carrier. The quality of the interconnection between the networks of BellSouth and the network of Pilgrim shall be at a level that is equal to that which BellSouth provides itself, a subsidiary, an Affiliate, or any other party. The interconnection facilities shall be designed to meet the same technical criteria and service standards that are used within BellSouth's network and shall extend to a consideration of service quality as perceived by end users and service quality as perceived by Pilgrim.

(DISAGREED)

5. White Pages Listings

- 5.1 BellSouth shall provide Pilgrim and their customers access to white pages directory listings under the following terms:

- 5.2. Listings. Pilgrim shall provide all new, changed and deleted listings on a timely basis and BellSouth or its agent will include Pilgrim residential and business

customer listings in the appropriate White Pages (residential and business) or alphabetical directories. Directory listings will make no distinction between Pilgrim and BellSouth subscribers.

- 5.2.1 Rates. So long as Pilgrim provides subscriber listing information to BellSouth in accordance with Section 5.3 below, BellSouth shall provide to Pilgrim one (1) primary White Pages listing per Pilgrim subscriber at no charge other than applicable service order charges as set forth in BellSouth's tariffs.
- 5.3 Procedures for Submitting Pilgrim Subscriber Information are found in BellSouth's Ordering Guide for manually processed listings and in the Local Exchange Ordering Guide for mechanically submitted listings. _
- 5.3.1 Notwithstanding any provision(s) to the contrary, Pilgrim shall provide to BellSouth, and BellSouth shall accept, Pilgrim's Subscriber Listing Information (SLI) relating to Pilgrim's customers in the geographic area(s) covered by this Interconnection Agreement. Pilgrim authorizes BellSouth to release all such Pilgrim SLI provided to BellSouth by Pilgrim to qualifying third parties via either license agreement or BellSouth's Directory Publishers Database Service (DPDS), General Subscriber Services Tariff, Section A38.2, as the same may be amended from time to time. Such CLEC SLI shall be intermingled with BellSouth's own customer listings and listings of any other CLEC that has authorized a similar release of SLI. Where necessary, BellSouth will use good faith efforts to obtain state commission approval of any necessary modifications to Section A38.2 of its tariff to provide for release of third party directory listings, including modifications regarding listings to be released pursuant to such tariff and BellSouth's liability thereunder. BellSouth's obligation pursuant to this Section shall not arise in any particular state until the commission of such state has approved modifications to such tariff.
- 5.3.2 No compensation shall be paid to Pilgrim for BellSouth's receipt of Pilgrim SLI, or for the subsequent release to third parties of such SLI. In addition, to the extent BellSouth incurs costs to modify its systems to enable the release of CLEC's SLI, or costs on an ongoing basis to administer the release of Pilgrim SLI, Pilgrim shall pay to BellSouth its proportionate share of the reasonable costs associated therewith.
- 5.3.3 BellSouth shall not be liable for the content or accuracy of any SLI provided by Pilgrim under this Agreement. Pilgrim shall indemnify, hold harmless and defend BellSouth from and against any damages, losses, liabilities, demands claims, suits, judgments, costs and expenses (including but not limited to reasonable attorneys' fees and expenses) arising from BellSouth's tariff obligations or otherwise and resulting from or arising out of any third party's claim of inaccurate Pilgrim listings or use of the SLI provided pursuant to this Agreement. BellSouth may forward to Pilgrim any complaints received by BellSouth relating to the accuracy or quality of Pilgrim listings.

- 5.3.4 Listings and subsequent updates will be released consistent with BellSouth system changes and/or update scheduling requirements.
- 5.4 Unlisted/Non-Published Subscribers. Pilgrim will be required to provide to BellSouth the names, addresses and telephone numbers of all Pilgrim customers that wish to be omitted from directories.
- 5.5 Inclusion of Pilgrim Customers in Directory Assistance Database. BellSouth will include and maintain Pilgrim subscriber listings in BellSouth's Directory Assistance databases at no recurring charge and Pilgrim shall provide such Directory Assistance listings at no recurring charge. BellSouth and Pilgrim will formulate appropriate procedures regarding lead-time, timeliness, format and content of listing information.
- 5.6 Listing Information Confidentiality. BellSouth will accord Pilgrim's directory listing information the same level of confidentiality that BellSouth accords its own directory listing information, and BellSouth shall limit access to Pilgrim's customer proprietary confidential directory information to those BellSouth employees who are involved in the preparation of listings.
- 5.7 Optional Listings. Additional listings and optional listings will be offered by BellSouth at tariffed rates as set forth in the General Subscriber Services Tariff.
- 5.8 Delivery. BellSouth or its agent shall deliver White Pages directories to Pilgrim subscribers at no charge or as specified in a separate BAPCO agreement.

6. Bona Fide Request/New Business Request Process for Further Unbundling

- 6.1 BellSouth shall, upon request of Pilgrim, provide to Pilgrim access to its network elements at any technically feasible point for the provision of Pilgrim's telecommunications service where such access is necessary and failure to provide access would impair the ability of Pilgrim to provide services that it seeks to offer. Any request by Pilgrim for access to a network element, interconnection option, or for the provisioning of any service or product that is not already available shall be treated as a Bona Fide Request/New Business Request, and shall be submitted to BellSouth pursuant to the Bona Fide Request/New Business Request process set forth in Exhibit 1 hereto.
- 6.2 Pilgrim shall submit any Bona Fide Request/New Business Request in writing to Pilgrim's Account Manager. The BFR/NBR shall specifically identify the requested 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. The BFR/NBR also shall include Pilgrim's designation of the request as being (i) pursuant to the Telecommunications Act of 1996 or (ii) pursuant to the needs of the business.

7. Court Ordered Requests for Call Detail Records and Other Subscriber Information

7.1 Subpoenas Directed to BellSouth. Where BellSouth provides resold services or local switching for Pilgrim, BellSouth shall respond to subpoenas and court ordered requests delivered directly to BellSouth for the purpose of providing call detail records when the targeted telephone numbers belong to Pilgrim end users. Billing for such requests will be generated by BellSouth and directed to the law enforcement agency initiating the request. BellSouth shall maintain such information for Pilgrim end users for the same length of time it maintains such information for its own end users.

7.2 Subpoenas Directed to Pilgrim. Where BellSouth is providing to Pilgrim telecommunications services for resale or providing to Pilgrim the local switching function, then Pilgrim agrees that in those cases where Pilgrim receives subpoenas or court ordered requests regarding targeted telephone numbers that belong to Pilgrim end users and that are maintained by BellSouth, and where Pilgrim does not have the requested information, Pilgrim will advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to BellSouth for handling in accordance with 7.1 above.

7.3 In all other instances, where either Party receives a request for information involving the other Party's end user, the Party receiving the request will advise the law enforcement agency initiating the request to redirect such request to the other Party.

7.4 Unless otherwise provided for in this Section 7, each Party shall take sufficient steps to protect the privacy of end users and the confidentiality of end user communications.

8. Liability and Indemnification

8.1 Pilgrim Liability. In the event that Pilgrim consists of two (2) or more separate entities as set forth in this Agreement and/or any Amendments hereto, all such entities shall be jointly and severally liable for the obligations of Pilgrim under this Agreement.

8.2 Liability for Acts or Omissions of Third Parties. BellSouth shall not be liable to Pilgrim for any act or omission of another telecommunications company providing services to Pilgrim.

8.3 Limitation of Liability

8.3.1 Except for any indemnification obligations of the Parties hereunder, each Party's liability to the other for any loss, cost, claim, injury or liability or expense, including reasonable attorney's fees relating to or arising out of any negligent act or omission in its performance of this Agreement whether in contract or in tort,

shall be limited to a credit for the actual cost of the services or functions not performed or improperly performed.

- 8.3.2 Limitations in Tariffs. A Party may, in its sole discretion, provide in its tariffs and contracts with its End Users and third parties that relate to any service, product or function provided or contemplated under this Agreement, that to the maximum extent permitted by Applicable Law, such Party shall not be liable to the End User or third Party for (i) any loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged that applicable person for the service, product or function that gave rise to such loss and (ii) Consequential Damages. To the extent that a Party elects not to place in its tariffs or contracts such limitations of liability, and the other Party incurs a loss as a result thereof, such Party shall indemnify and reimburse the other Party for that portion of the loss that would have been limited had the first Party included in its tariffs and contracts the limitations of liability that such other Party included in its own tariffs at the time of such loss.
- 8.3.3 Neither BellSouth nor Pilgrim shall be liable for damages to the other Party's terminal location, equipment or End User premises resulting from the furnishing of a service, including, but not limited to, the installation and removal of equipment or associated wiring, except to the extent caused by a Party's negligence or willful misconduct or by a Party's failure to ground properly a local loop after disconnection.

BELLSOUTH PROPOSAL:

- 8.3.4 Under no circumstance shall a Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data unless such loss results from the gross negligence or willful misconduct of the Party. In connection with this limitation of liability, each Party recognizes that the other Party may, from time to time, provide advice, make recommendations, or supply other analyses related to the Services, or facilities described in this Agreement, and, while each Party shall use diligent efforts in this regard, the Parties acknowledge and agree that this limitation of liability shall apply to provision of such advice, recommendations, and analyses.
- 8.3.5 To the extent any specific provision of this Agreement purports to impose liability, or limitation of liability, on either Party different from or in conflict with the liability or limitation of liability set forth in this Section, then with respect to any facts or circumstances covered by such specific provisions, the liability or limitation of liability contained in such specific provision shall apply.

- 8.3.6 Notwithstanding the foregoing provisions of this Section 8, the limitations of liability established in this Section 8 shall in no way restrict, limit, or otherwise affect the right of either Party to bring a cause of action, and seek damages and any other available remedies, in accordance with the provisions of Section 228(e)(2) of the Act
- 8.4 Indemnification for Certain Claims. The Party providing services hereunder, its affiliates and its parent company, shall be indemnified, defended and held harmless by the Party receiving services hereunder against any claim, loss or damage arising from the receiving company's use of the services provided under this Agreement pertaining to (1) claims for libel, slander or invasion of privacy arising from the content of the receiving company's own communications, or (2) any claim, loss or damage claimed by the End User of the Party receiving services arising from such company's use or reliance on the providing company's services, actions, duties, or obligations arising out of this Agreement unless and except to the extent that the Party providing services hereunder has been grossly negligent or has engaged in willful misconduct in the provision of such services or in the failure to provide such services.
- 8.5 Disclaimer. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, OR FACILITIES PROVIDED UNDER THIS AGREEMENT. THE PARTIES DISCLAIM, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

9. **Intellectual Property Rights and Indemnification**

- 9.1 No License. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. Pilgrim is strictly prohibited from any use, including but not limited to in sales, in marketing or advertising of telecommunications services, of any BellSouth name, service mark or trademark. Notwithstanding the foregoing, Pilgrim may use BellSouth's name solely in response to inquiries of customers or potential customers regarding the source of the underlying service or the identity of repair or service technicians under this Agreement.
- 9.2 Ownership of Intellectual Property. Any intellectual property which originates from or is developed by a Party shall remain the exclusive property of that Party. Except for a limited license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel. It is the responsibility of each

Party to ensure at no additional cost to the other Party that it has obtained any necessary licenses in relation to intellectual property of third Parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement.

- 9.3 Indemnification. The Party providing a service pursuant to this Agreement will defend the Party receiving such service or data provided as a result of such service against claims of infringement arising solely from the use by the receiving Party of such service in the manner contemplated under this Agreement and will indemnify the receiving Party for any damages awarded based solely on such claims in accordance with Section 8 of this Agreement.
- 9.4 Claim of Infringement. In the event that use of any facilities or equipment (including software), becomes, or in the reasonable judgment of the Party who owns the affected network is likely to become, the subject of a claim, action, suit, or proceeding based on intellectual property infringement, then said Party shall promptly and at its sole expense and sole option, but subject to the limitations of liability set forth below:
- 9.4.1 modify or replace the applicable facilities or equipment (including software) while maintaining form and function, or
- 9.4.2 obtain a license sufficient to allow such use to continue.
- 9.4.3 In the event 9.4.1 or 9.4.2 are commercially unreasonable, then said Party may, terminate, upon reasonable notice, this contract with respect to use of, or services provided through use of, the affected facilities or equipment (including software), but solely to the extent required to avoid the infringement claim.
- 9.5 Exception to Obligations. Neither Party's obligations under this Section shall apply to the extent the infringement is caused by: (i) modification of the facilities or equipment (including software) by the indemnitee; (ii) use by the indemnitee of the facilities or equipment (including software) in combination with equipment or facilities (including software) not provided or authorized by the indemnitor, provided the facilities or equipment (including software) would not be infringing if used alone; (iii) conformance to specifications of the indemnitee which would necessarily result in infringement; or (iv) continued use by the indemnitee of the affected facilities or equipment (including software) after being placed on notice to discontinue use as set forth herein.
- 9.6 Exclusive Remedy. The foregoing shall constitute the Parties' sole and exclusive remedies and obligations with respect to a third party claim of intellectual property infringement arising out of the conduct of business under this Agreement.

10. Proprietary and Confidential Information

- 10.1 Proprietary and Confidential Information. It may be necessary for BellSouth and Pilgrim, each as the “Discloser,” to provide to the other party, as “Recipient,” certain proprietary and confidential information (including trade secret information) including but not limited to technical, financial, marketing, staffing and business plans and information, strategic information, proposals, request for proposals, specifications, drawings, prices, costs, procedures, processes, business systems, software programs, techniques, customer account data, call detail records and like information (collectively the “Information”). All Information shall be provided to Recipient in written or other tangible or electronic form, clearly marked with a confidential and, proprietary notice. Information orally or visually provided to Recipient must be designated by Discloser as confidential and proprietary at the time of such disclosure and must be reduced to writing marked with a confidential and proprietary notice and provided to Recipient within thirty (30) calendar days after such oral or visual disclosure.
- 10.2 Use and Protection of Information. Recipient shall use the Information solely for the purpose(s) of performing its obligations under this Agreement, and Recipient shall protect Information from any use, distribution or disclosure except as permitted hereunder. Recipient will use the same standard of care to protect Information as Recipient uses to protect its own similar confidential and proprietary information, but not less than a reasonable standard of care. Recipient may disclose Information solely to the Authorized Representatives of the Recipient who (a) have a substantive need to know such Information in connection with performance of the Agreement; (b) have been advised of the confidential and proprietary nature of the Information; and (c) have personally agreed in writing to protect from unauthorized disclosure all confidential and proprietary information, of whatever source, to which they have access in the course of their employment. “Authorized Representatives” are the officers, directors and employees of Recipient and its Affiliates, as well as Recipient’s and its Affiliates’ consultants, contractors, counsel and agents.
- 10.3 Ownership, Copying & Return of Information. Information remains at all times the property of Discloser. Recipient may make tangible or electronic copies, notes, summaries or extracts of Information only as necessary for use as authorized herein. All such tangible or electronic copies, notes, summaries or extracts must be marked with the same confidential and proprietary notice as appears on the original. Upon Discloser’s request, all or any requested portion of the Information (including, but not limited to, tangible and electronic copies, notes, summaries or extracts of any information) will be promptly returned to Discloser or destroyed, and Recipient will provide Discloser with written certification stating that such Information has been returned or destroyed.
- 10.4 Exceptions. Discloser’s Information does not include: (a) any information publicly disclosed by Discloser; (b) any information Discloser in writing authorizes Recipient to disclose without restriction; (c) any information already lawfully known to Recipient at the time it is disclosed by the Discloser, without

an obligation to keep confidential; or (d) any information Recipient lawfully obtains from any source other than Discloser, provided that such source lawfully disclosed and/or independently developed such information. If Recipient is required to provide Information to any court or government agency pursuant to written court order, subpoena, regulation or process of law, Recipient must first provide Discloser with prompt written notice of such requirement and cooperate with Discloser to appropriately protect against or limit the scope of such disclosure. To the fullest extent permitted by law, Recipient will continue to protect as confidential and proprietary all Information disclosed in response to a written court order, subpoena, regulation or process of law.

- 10.5 Equitable Relief. Recipient acknowledges and agrees that any breach or threatened breach of this Section 10 is likely to cause Discloser irreparable harm for which money damages may not be an appropriate or sufficient remedy. Recipient therefore agrees that Discloser or its Affiliates, as the case may be, are entitled to receive injunctive or other equitable relief to remedy or prevent any breach or threatened breach of this Section 10. Such remedy is not the exclusive remedy for any breach or threatened breach of this Section 10, but is in addition to all other rights and remedies available at law or in equity.
- 10.6 Survival of Confidentiality Obligations. The parties' rights and obligations under this Section 10 shall survive and continue in effect until two (2) years after the expiration or termination date of this Agreement with regard to all Information exchanged during the term of this Agreement. Thereafter, the parties' rights and obligations hereunder survive and continue in effect with respect to any Information that is a trade secret under applicable law.

11. Assignments

Any assignment by either Party to any non-affiliated entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void. A Party may assign this Agreement or any right, obligation, duty or other interest hereunder to an Affiliate of the Party without the consent of the other Party; provided, however, that the assigning Party shall notify the other Party in writing of such assignment thirty (30) days prior to the effective date thereof and, provided further, if the assignee is an assignee of Pilgrim, the assignee must provide evidence of Commission CLEC certification. The Parties shall amend this Agreement to reflect such assignments and shall work cooperatively to implement any changes required due to such assignment. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations.

(DISAGREED – ALTERNATIVE DISPUTE RESOLUTION PROPOSED BY PILGRIM)

BELLSOUTH PROPOSAL:

12. Resolution of Disputes

Except as otherwise stated in this Agreement, if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the aggrieved Party shall petition the Commission for a resolution of the dispute. However, each Party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement.

PILGRIM PROPOSAL:

“12.1 Alternative to Litigation. Except as provided under Section 252 of the Act with respect to the approval of this Agreement by the Commission, the Parties desire to resolve disputes arising out of or relating to this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following alternative dispute resolution procedures as their sole remedy (except as provided in Section 12.2 and Section 12.6) with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

“12.2 Negotiations. At the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising out of or relating to this Agreement. The Parties intend that these negotiations be conducted by business representatives. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures, such as mediation, to assist in the negotiations or recourse to the Commission of the FCC as provided in Section 12.6. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for purposes of settlement, exempt from discovery, and shall not be admissible in the arbitration described in Section 12.3 or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise discoverable or admissible, be discovered or be admitted in evidence, in the arbitration or lawsuit.

“12.3 Arbitration. If the negotiations do not resolve the dispute within sixty (60) business days of the initial written request, or such other time as mutually agreed to by the Parties, the dispute shall be submitted by either Party or both Parties (with a copy provided to the other Party) to binding arbitration by a panel of three arbitrators pursuant to the Commercial Arbitration Rules of the American Arbitration Association, except that the Parties may select an arbitrator outside American Arbitration Association rules upon mutual agreement. Each party shall choose one arbitrator, which shall in turn choose an independent third arbitrator to

complete the panel. Each of the arbitrators shall be experienced in telephony or Internet communications or information technologies. Discovery shall be controlled by the arbitrators and shall be permitted to the extent set out in this section. Each Party may submit in writing to a Party, and that Party shall so respond to, a maximum of any combination of thirty-five (35) (none of which may have subparts) of the following interrogatories, demands to produce documents, or requests for admission. Each Party is also entitled to take either oral deposition of one individual of another Party. Additional discovery may be permitted upon mutual agreement of the Parties. The arbitration hearing shall be commenced within sixty (60) business days of the demand for arbitration. The arbitration shall be held in a mutually agreeable city. The arbitrators shall control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs. The arbitrators shall rule on the dispute by issuing a written opinion within thirty (30) business days after the close of the hearings. The times specified in this section may be extended upon mutual agreement of the Parties or by the arbitrators upon a showing of good cause. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction. The Parties also agree that the American Arbitration Association Optional Rules for Emergency Measures of Protection shall apply to the proceedings.

“12.4 Expedited Arbitration Procedures. If the issue to be resolved through the negotiations referenced in Section 12.2 directly and materially affects service to either Party’s end user customers, then the period of resolution of the dispute through negotiations before the dispute is to be submitted to binding arbitration shall be fifteen (15) business days. Once such a service-affecting dispute is submitted to arbitration, the arbitration shall be conducted pursuant to the expedited procedures of the Commercial Arbitration Rules of the American Arbitration Association (i.e., Rules E-1 through E-10).

“12.5 Costs. Each party shall bear its own costs of these procedures. A Party seeking discovery shall reimburse the responding Party for the costs of production of documents (including search time and reproduction costs). The Parties shall equally divide the fees of the arbitration and the arbitrators.

“12.6 Rights to Commission Review. Notwithstanding any of the foregoing, neither Party waives the right to file a complaint, or otherwise seek enforcement of this Agreement, with the Commission or the FCC as to any regulated public service obligations. The parties further acknowledge that nothing in this Agreement limits or expands the authority or jurisdiction of the Commission regarding telecommunications matters within the State.

“12.7 Continuing Service. The Parties shall continue providing service to each other during the pendency of any dispute resolution procedure, and the Parties shall continue to perform their obligations (including making payments) in accordance with the requirements of this Agreement. In the event that either Party fails to comply with the requirements of this Section 12.7, such Party shall be liable for any lost revenues of the other Party caused by such failure, together with such other damages as may be awarded in any adjudicatory proceeding.”

13. Taxes

13.1 Definition. For purposes of this Section, the terms “taxes” and “fees” shall include but not limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments therefore, excluding any taxes levied on income, property taxes, and payroll withholding taxes (unless specifically required by statute or ordinance).

13.2 Taxes and Fees Imposed Directly On Either Providing Party or Purchasing Party.

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

13.2.2 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.

13.3 Taxes and Fees Imposed on Purchasing Party But Collected And Remitted By Providing Party.

13.3.1 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.

13.3.2 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.

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

- 13.3.4 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 of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
- 13.3.5 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.
- 13.3.6 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 thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.
- 13.3.7 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.
- 13.4 Taxes and Fees Imposed on Providing Party But Passed On To Purchasing Party.
- 13.4.1 Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its customer, shall be borne by the purchasing Party.
- 13.4.2 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.
- 13.4.3 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. Notwithstanding the foregoing, the providing Party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing Party shall abide by such determination and pay such taxes or fees to the providing Party. The providing Party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes and fees; provided, however, that any such contest undertaken at the request of the purchasing Party shall be at the purchasing Party's expense.

- 13.4.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
- 13.4.5 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.
- 13.4.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.
- 13.4.7 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.
- 13.5 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.

14. Force Majeure

In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by Customer, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); provided however, that the Party so affected shall use diligent efforts to avoid or remove such causes of non-performance and both Parties shall proceed whenever such causes are removed or cease.

15. Adoption of Agreements

BellSouth shall make available, pursuant to 47 USC § 252 and the FCC rules and regulations regarding such availability, to Pilgrim any interconnection, service, or network element provided under any other agreement filed and approved pursuant to 47 USC § 252, provided a minimum of six months remains on the term of such Agreement. The Parties shall adopt all rates, terms and conditions concerning such other interconnection, service or network element and any other rates, terms and conditions that BellSouth demonstrates are legitimately interrelated to the interconnection, service or network element being adopted. The adopted interconnection, service, or network element and agreement shall apply to the same states as such other agreement. The term of the adopted agreement or provisions shall expire on the same date as set forth in the agreement which was adopted.

16. Modification of Agreement

- 16.1 If Pilgrim changes its name or makes changes to its company structure or identity due to a merger, acquisition, transfer or any other reason, it is the responsibility of Pilgrim to notify BellSouth of said change and request that an amendment to this Agreement, if necessary, be executed to reflect said change.
- 16.2 No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties.
- 16.3 In the event that any effective legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of Pilgrim or BellSouth to perform any material terms of this Agreement, Pilgrim or BellSouth may, on thirty (30) days' written notice 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 referred to the Dispute Resolution procedure set forth in this Agreement.
- 16.4 Notwithstanding anything to the contrary in this Agreement, this Agreement shall not be amended or modified after the expiration date hereof as set forth in Section 2 above.

17. Non-waiver of Legal Rights

Execution of this 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).

18. Severability

If any provision of this Agreement, or the application of such provision to either Party or circumstance, shall be held invalid, the remainder of the Agreement, or the application of any such provision to the Parties or circumstances other than those to which it is held invalid, shall not be affected thereby, provided that the Parties shall attempt to reformulate such invalid provision to give effect to such portions thereof as may be valid without defeating the intent of such provision.

19. Waivers

A failure or delay of either Party to enforce any of the provisions hereof, to exercise any option which is herein provided, or to require performance of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or options, and each Party, notwithstanding such failure, shall have the right thereafter to insist upon the performance of any and all of the provisions of this Agreement.

20. Governing Law

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia, without regard to its conflict of laws principles.

21. Arm's Length Negotiations

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

22. Notices

22.1 Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered by hand, by overnight courier or by US mail postage prepaid, address to:

BellSouth Telecommunications, Inc.

Account Team
600 North 19th Street
Birmingham, Alabama 35203

and

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

Pilgrim Telephone, Inc.

Attention: Stan Kugell
Vice President
One Kendall Square
Cambridge, Massachusetts 02139
(617) 225-7000
(617) 747-3573 (fx)

With a copy to:

Walter Steimel, Jr.
Greenberg Traurig, L.L.P.
800 Connecticut Avenue, N.W.
Suite 500
Washington, D.C. 20006

or at such other address as the intended recipient previously shall have designated by written notice to the other Party.

- 22.2 Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.
- 22.3 Notwithstanding the foregoing, BellSouth may provide Pilgrim notice via Internet posting of price changes, changes to the terms and conditions of services available for resale, changes to business processes and policies, notices of new service offerings, and changes to service offerings not requiring an amendment to this Agreement, notices required to be posted to BellSouth's website, and any other information of general applicability to CLECs.
- 22.4 To the extent that Pilgrim is required by the terms of this Agreement to provide notice to BellSouth regarding any changes in the terms or conditions of services offered by Pilgrim, Pilgrim shall have the option of providing such notice via Internet postings.

23. Rule of Construction

No rule of construction requiring interpretation against the drafting Party hereof shall apply in the interpretation of this Agreement.

24. 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.

25. Multiple Counterparts

This Agreement may be executed multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.

26. Implementation of Agreement

If Pilgrim is a facilities based provider or a facilities based and resale provider, this section shall apply. Within 60 days of the execution of this Agreement, the Parties may adopt a schedule for the implementation of the Agreement. The schedule shall state with specificity time frames for submission of including but not limited to, network design, interconnection points, collocation arrangement requests, pre-sales testing and full operational time frames for the business and residential markets. An implementation template which may be used for the implementation schedule is contained in Attachment 10 of this Agreement.

27. Filing of Agreement

Upon execution of this Agreement it shall be filed with the appropriate state regulatory agency pursuant to the requirements of Section 252 of the Act, and the Parties shall share equally any filing fees therefor. If the regulatory agency imposes any filing or public interest notice fees regarding the filing or approval of the Agreement, Pilgrim shall be responsible for publishing the required notice and the publication and/or notice costs shall be borne by Pilgrim. Notwithstanding the foregoing, this Agreement shall not be submitted for approval by the appropriate state regulatory agency unless and until such time as Pilgrim is duly certified as a local exchange carrier in such state if such state does not permit the submission of agreements for approval in cases in which the carriers involved have not yet been certified. In the absence of such a state prohibition, this Agreement shall be filed upon its execution, in accordance with the first sentence of this section.

28. Compliance with Applicable Law

Each Party shall comply at its own expense with Applicable Law.

29. Necessary Approvals

Each Party shall be responsible for obtaining and keeping in effect all approvals from, and rights granted by, governmental authorities, building and property owners, other carriers, and any other persons that may be required in connection

with the performance of its obligations under this Agreement. Each Party shall reasonably cooperate with the other Party in obtaining and maintaining any required approvals and rights for which such Party is responsible.

30. Good Faith Performance

Each Party shall act in good faith in its performance under this Agreement and, in each case in which a Party's consent or agreement is required or requested hereunder, such Party shall not unreasonably withhold or delay such consent or agreement.

31. Nonexclusive Dealings

This Agreement does not prevent either Party from providing or purchasing services to or from any other person nor, except as provided in Section 252(i) of the Act, does it obligate either Party to provide or purchase any services (except insofar as BellSouth is obligated to provide access to Interconnection, services and Network Elements to Pilgrim as a requesting carrier under the Act).

32. Survival

The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

33. Entire Agreement

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

This Agreement may include attachments with provisions for the following services:

Network Elements and Other Services
Local Interconnection
Resale
Collocation

The following services are included as options for purchase by Pilgrim. Pilgrim may elect to purchase said services by written request to its Account Manager if applicable.

- Optional Daily Usage File (ODUF)
- Enhanced Optional Daily Usage File (EODUF)
- Access Daily Usage File (ADUF)
- Line Information Database (LIDB) Storage
- Centralized Message Distribution Service (CMDS)
- Calling Name (CNAM)

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year above first written.

BellSouth Telecommunications, Inc.

Pilgrim Telehone, Inc.

Signature

Signature

Jerry D. Hendrix

Name

Name

Sr. Director – Interconnection Services

Title

Title

Date

Date

Attachment 1

Resale

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RESALE

1. Discount Rates

The discount rates applied to Pilgrim purchases of BellSouth Telecommunications Services for the purpose of resale shall be as set forth in Exhibit A. Such discounts have been determined by the applicable Commission to reflect the costs avoided by BellSouth when selling a service for wholesale purposes.

2. Definition of Terms

2.1 COMPETITIVE LOCAL EXCHANGE COMPANY (CLEC) means a telephone company certificated by the Commission to provide local exchange service within BellSouth's franchised area.

2.2 CUSTOMER OF RECORD means the entity responsible for placing application for service; requesting additions, rearrangements, maintenance or discontinuance of service; payment in full of charges incurred such as non-recurring, monthly recurring, toll, directory assistance, etc.

2.3 DEPOSIT means assurance provided by a customer in the form of cash, surety bond or bank letter of credit to be held by BellSouth.

2.4 END USER means the ultimate user of the Telecommunications Service.

2.5 END USER CUSTOMER LOCATION means the physical location of the premises where an End User makes use of the telecommunications services.

2.6 NEW SERVICES means functions, features or capabilities that are not currently offered by BellSouth. This includes packaging of existing services or combining a new function, feature or capability with an existing service.

2.7 RESALE means an activity wherein a certificated CLEC, such as Pilgrim, subscribes to the telecommunications services of BellSouth and then offers those telecommunications services to the public.

3. General Provisions

3.1 All of the negotiated rates, terms and conditions set forth in this Attachment pertain to the resale of BellSouth's retail telecommunications services and other services specified in this Attachment. Subject to effective and applicable FCC and Commission rules and orders, BellSouth shall make available to Pilgrim for resale those telecommunications services BellSouth makes available, pursuant to

its General Subscriber Services Tariff and Private Line Services Tariff, to end users who are not telecommunications carriers. Such services shall be available at BellSouth's tariffed rates less the discount set forth in Exhibit A to this Agreement and subject to the exclusions and limitations set forth in Exhibit B to this Agreement.

- 3.2 Pilgrim may purchase resale services from BellSouth for their own use in operating their business. The resale discount will apply to those services under the following conditions:
 - 3.2.1 Pilgrim must resell services to other End Users.
 - 3.2.2 Pilgrim must order services through resale interfaces, i.e., the Local Carrier Service Center (LCSC) and/or appropriate Resale Account Teams pursuant to Section 3 of the General Terms and Conditions.
 - 3.2.3 Pilgrim cannot be a competitive local exchange telecommunications company for the single purpose of selling to themselves.
- 3.3 Pilgrim will be the customer of record for all services purchased from BellSouth. Except as specified herein, BellSouth will take orders from, bill and receive payment from Pilgrim for said services.
- 3.4 Pilgrim will be BellSouth's single point of contact for all services purchased pursuant to this Agreement. BellSouth shall have no contact with the End User except to the extent provided for herein. Each Party shall provide to the other a toll-free contact number for purposes of repair and maintenance.
- 3.5 BellSouth will continue to bill the End User for any services that the End User specifies it wishes to receive directly from BellSouth. BellSouth maintains the right to serve directly any End User within the service area of Pilgrim. BellSouth will continue to market directly its own telecommunications products and services and in doing so may establish independent relationships with End Users of Pilgrim. Neither Party shall interfere with the right of any person or entity to obtain service directly from the other Party.
 - 3.5.1 When a subscriber of Pilgrim or BellSouth elects to change his/her carrier to the other party, both parties agree to release the subscriber's service to the other party concurrent with the due date of the service order, which shall be established based on the standard interval for the subscriber's requested service as set forth in BellSouth Product and Services Interval Guide.
 - 3.5.2 BellSouth and Pilgrim will refrain from contacting subscribers who have placed or whose selected carrier has placed on their behalf an order to change his/her service provider from BellSouth or Pilgrim to the other party until such time that the order for service has been completed.

- 3.6 Current telephone numbers may normally be retained by the End User and are assigned to the service furnished. However, neither Party nor the End User has a property right to the telephone number or any other call number designation associated with services furnished by BellSouth, and no right to the continuance of service through any particular central office. BellSouth reserves the right to change such numbers, or the central office designation associated with such numbers, or both, whenever BellSouth deems it necessary to do so in the conduct of its business and in accordance with BellSouth practices and procedures on a nondiscriminatory basis.
- 3.7 For the purpose of the resale of BellSouth's telecommunications services by Pilgrim, BellSouth will provide Pilgrim with on line access to telephone numbers for reservation on a first come first served basis. Such reservations of telephone numbers, on a pre-ordering basis shall be for a period of ninety (90) days. Pilgrim acknowledges that there may be instances where there is a shortage of telephone numbers in a particular Common Language Location Identifier Code (CLLIC) and in such instances BellSouth may request that Pilgrim cancel its reservations of numbers. Pilgrim shall comply with such request.
- 3.8 Further, upon Pilgrim's request, and for the purpose of the resale of BellSouth's telecommunications services by Pilgrim, BellSouth will reserve up to 100 telephone numbers per CLLIC, for Pilgrim's sole use. Such telephone number reservations shall be valid for ninety (90) days from the reservation date. Pilgrim acknowledges that there may be instances where there is a shortage of telephone numbers in a particular CLLIC and in such instances BellSouth shall use its best efforts to reserve for a ninety (90) day period a sufficient quantity of Pilgrim's reasonable need in that particular CLLIC.
- 3.9 Service is furnished subject to the condition that it will not be used for any unlawful purpose.
- 3.11 BellSouth can refuse service when it has reasonable grounds to believe that service will be used in violation of the law.
- 3.12 BellSouth will cooperate with law enforcement agencies with subpoenas and court orders relating to Pilgrim's End Users, pursuant to Section 7 of the General Terms and Conditions.
- 3.13 If Pilgrim or its End Users utilize a BellSouth resold telecommunications service in a manner other than that for which the service was originally intended as described in BellSouth's retail tariffs, Pilgrim has the responsibility to notify BellSouth. BellSouth will only provision and maintain said service consistent with the terms and conditions of the tariff describing said service.
- 3.14 Facilities and/or equipment utilized by BellSouth to provide service to Pilgrim remain the property of BellSouth.

- 3.15 White page directory listings for Pilgrim End Users will be provided in accordance with Section 5 of the General Terms and Conditions.
- 3.16 BellSouth provides electronic access to customer record information. Access is provided through the Local Exchange Navigation System (LENS) and the Telecommunications Access Gateway (TAG). Customer Record Information includes but is not limited to, customer specific information in CRIS and RSAG. In addition, Pilgrim shall provide to BellSouth access to customer record information including electronic access where available. Otherwise, upon request by BellSouth Pilgrim shall provide paper copies of customer record information within a reasonable period of time. Customer Record Information is equivalent to but not limited to the type of customer specific information contained in CRIS and RSAG. The Parties agree not to view, copy, or otherwise obtain access to the customer record information of any customer without that customer's permission, and further agrees that Pilgrim and BellSouth will obtain access to customer record information only in strict compliance with applicable laws, rules, or regulations of the State in which the service is provided.
- 3.17 All costs incurred by BellSouth to develop and implement operational interfaces shall be recovered from CLECs who utilize the interfaces. Charges for use of Operational Support Systems (OSS) shall be as set forth in Exhibit A of this Attachment.
- 3.18 Where available to BellSouth's End Users, BellSouth shall provide the following telecommunications services at a discount to allow for voice mail services:
- Message Waiting Indicator ("MWI"), stutter dialtone and message waiting light feature capabilities
 - Call Forward Busy Line ("CF/B")
 - Call Forward Don't Answer ("CF/DA")
- Further, BellSouth messaging services set forth in BellSouth's Messaging Service Information Package shall be made available for resale without the wholesale discount.
- 3.19 BellSouth shall provide branding for, or shall unbrand, voice mail services for Pilgrim per the Bona Fide Request/New Business Request process as set forth in Section 6 of the General Terms and Conditions.
- 3.20 BellSouth's Inside Wire Maintenance Service Plan is available for resale at rates, terms and conditions as set forth by BellSouth and without the wholesale discount.
- 3.21 If Pilgrim requires a special assembly, Pilgrim shall pay the costs incurred by BellSouth for providing the requested special assembly. BellSouth will provide the costs to Pilgrim prior to providing the service. Such costs could include both

recurring and non-recurring charges and shall not be subject to the wholesale discount but shall exclude any cost attributable to any marketing ,billing collection or other costs that will be avoided by BellSouth in providing service to Pilgrim .

- 3.22 BellSouth shall provide 911/E911 for Pilgrim customers in the same manner that it is provided to BellSouth customers. BellSouth shall provide and validate Pilgrim 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 customers, the Pilgrim customer service information in the ALI/DMS (Automatic Location Identification/Location Information) databases used to support 911/E911 services.
- 3.23 BellSouth shall bill, and Pilgrim shall pay, the End User line charge associated with implementing Number Portability as set forth in BellSouth's FCC No. 1 tariff. This charge is not subject to the wholesale discount.
- 3.24 Pursuant to 47 CFR Section 51.617, BellSouth will bill to Pilgrim, and Pilgrim shall pay, End User common line charges identical to the End User common line charges BellSouth bills its End Users.

4. BellSouth's Provision of Services to Pilgrim

- 4.1 Resale of BellSouth services shall be as follows:
- 4.1.1 The resale of telecommunications services shall be limited to users and uses conforming to the class of service restrictions.
- 4.1.2 Hotel and Hospital PBX services are the only telecommunications services available for resale to Hotel/Motel and Hospital End Users, respectively. Similarly, Access Line Service for Customer Provided Coin Telephones is the only local service available for resale to Payphone Service Provider (PSP) customers. Shared Tenant Service customers can only be sold those local exchange access services available in BellSouth's A23 Shared Tenant Service Tariff in the states of Florida, Georgia, North Carolina and South Carolina, and in A27 in the states of Alabama, Kentucky, Louisiana, Mississippi and Tennessee.
- 4.1.3 BellSouth reserves the right to periodically audit services purchased by Pilgrim to establish authenticity of use. Such audit shall not occur more than once in a calendar year. Pilgrim shall make any and all records and data available to BellSouth or BellSouth's auditors on a reasonable basis. BellSouth shall bear the cost of said audit. Any information provided by Pilgrim for purposes of such audit shall be deemed Confidential Information pursuant to the General Terms and Conditions of this Agreement.
- 4.2 Subject to Exhibit B hereto, resold services can only be used in the same manner as specified in BellSouth's Tariffs. Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual

End User of BellSouth in the appropriate section of BellSouth's Tariffs. Specific tariff features (e.g. a usage allowance per month) shall not be aggregated across multiple resold services.

- 4.3 Pilgrim may resell services only within the specific service area as defined in its certificate of operation approved by the Commission.

5. Maintenance of Services

- 5.1 Pilgrim will adopt and adhere to the standards contained in the applicable CLEC Work Center Operational Understanding Agreement regarding maintenance and installation of service.
- 5.2 Services resold pursuant to this Attachment and BellSouth's General Subscriber Service Tariff and Private Line Service Tariff and facilities and equipment provided by BellSouth shall be maintained by BellSouth.
- 5.3 Pilgrim or its End Users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by BellSouth except with the written consent of BellSouth.
- 5.4 Pilgrim accepts responsibility to notify BellSouth of situations that arise that may result in a service problem.
- 5.5 Pilgrim will contact the appropriate repair centers in accordance with procedures established by BellSouth.
- 5.6 For all repair requests, Pilgrim shall adhere to BellSouth's prescreening guidelines prior to referring the trouble to BellSouth.
- 5.7 BellSouth will bill Pilgrim for handling troubles that are found not to be in BellSouth's network pursuant to its standard time and material charges. The standard time and material charges will be no more than what BellSouth charges to its retail customers for the same services.
- 5.8 BellSouth reserves the right to contact Pilgrim's End Users, if deemed necessary, for maintenance purposes after Pilgrim has requested such maintenance or in the case of general maintenance where BellSouth cannot identify Pilgrim's End Users.

6. Establishment of Service

- 6.1 After receiving certification as a local exchange company from the appropriate regulatory agency, Pilgrim will provide the appropriate BellSouth service center the necessary documentation to enable BellSouth to establish a master account for Pilgrim's resold services. Such documentation shall include the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number ("OCN") assigned by the National Exchange

Carriers Association ("NECA") and a tax exemption certificate, if applicable. When necessary deposit requirements are met, as described in Section 6.6 below, BellSouth will begin taking orders for the resale of service.

- 6.2 Service orders will be in a standard format designated by BellSouth.
- 6.3 Pilgrim shall provide to BellSouth a blanket letter of authorization ("LOA") certifying that Pilgrim will have End User authorization prior to viewing the End User's customer service record or switching the End User's service. BellSouth will not require End User confirmation prior to establishing service for Pilgrim's End User customer. Pilgrim must, however, be able to demonstrate End User authorization upon request.
- 6.4 BellSouth will accept a request directly from the End User for conversion of the End User's service from Pilgrim to BellSouth or will accept a request from another CLEC for conversion of the End User's service from Pilgrim to such other CLEC. Upon completion of the conversion BellSouth will notify Pilgrim that such conversion has been completed.
- 6.5 If BellSouth determines that an unauthorized change in local service to Pilgrim has occurred, BellSouth will reestablish service with the appropriate local service provider and will assess Pilgrim as the CLEC initiating the unauthorized change, the unauthorized change charge described in F.C.C. Tariff No. 1, Section 13 or applicable state tariff. Appropriate nonrecurring charges, as set forth in Section A4 of the General Subscriber Service Tariff, will also be assessed to Pilgrim. These charges can be adjusted if Pilgrim provides satisfactory proof of authorization.
- 6.6 BellSouth reserves the right to secure the account with a suitable form of security deposit, unless satisfactory credit has already been established.
- 6.6.1 Such security deposit shall take the form of cash for cash equivalent, an irrevocable Letter of Credit or other forms of security acceptable to BellSouth. Any such security deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service.
- 6.6.2 If a security deposit is required, such security deposit shall be made prior to the inauguration of service.
- 6.6.3 Such security deposit shall be two months' estimated billing.
- 6.6.4 The fact that a security deposit has been made in no way relieves Pilgrim from complying with BellSouth's regulations as to advance payments and the prompt payment of bills on presentation nor does it constitute a waiver or modification of the regular practices of BellSouth providing for the discontinuance of service for non-payment of any sums due BellSouth.

- 6.6.5 BellSouth reserves the right to increase the security deposit requirements when, in its reasonable judgment, changes in Pilgrim's financial status so warrant and/or gross monthly billing has increased beyond the level initially used to determine the security deposit.
- 6.6.6 In the event service to Pilgrim is terminated due to Pilgrim's default on its account, any security deposits held will be applied to Pilgrim's account.
- 6.6.7 Interest on a cash or cash equivalent security deposit shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff.

7. Payment And Billing Arrangements

- 7.1 Prior to submitting orders to BellSouth for local service, a master account must be established for Pilgrim. Pilgrim is required to provide the following before a master account is established: proof of PSC/PUC certification, the Application for Master Account, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA") and a tax exemption certificate, if applicable.
- 7.2 BellSouth shall bill Pilgrim on a current basis all applicable charges and credits.
- 7.3 Payment of all charges will be the responsibility of Pilgrim. Pilgrim shall make payment to BellSouth for all services billed. BellSouth is not responsible for payments not received by Pilgrim from Pilgrim's End User. BellSouth will not become involved in billing disputes that may arise between Pilgrim and its End User. Payments made to BellSouth as payment on account will be credited to an accounts receivable master account and not to an End User's account.
- 7.4 BellSouth will render bills each month on established bill days for each of Pilgrim's accounts.
- 7.5 BellSouth will bill Pilgrim in advance for all services to be provided during the ensuing billing period except charges associated with service usage, which will be billed in arrears. Charges will be calculated on an individual End User account level, including, if applicable, any charge for usage or usage allowances. BellSouth will also bill Pilgrim, and Pilgrim will be responsible for and remit to BellSouth, all charges applicable to resold services including but not limited to 911 and E911 charges, End Users common line charges, federal subscriber line charges, telecommunications relay charges (TRS), and franchise fees.
- 7.6 The payment will be due by the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available funds. Payment is considered to have been made when received by BellSouth.
- 7.6.1 If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday

which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment charge, as set forth in section 7.8 following, shall apply.

7.6.2 If Pilgrim requests multiple billing media or additional copies of bills, BellSouth will provide these at an appropriate charge to Pilgrim.

7.6.3 Billing Disputes

7.6.3.1 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 and closure of a specific billing period. If the issues are not resolved within the allotted time frame, the following resolution procedure will begin:

7.6.3.2 If the dispute is not resolved within sixty (60) days of the Bill Date, the dispute will be escalated to the second level of management for each of the respective Parties for resolution. If the dispute is not resolved within ninety (90) days of the Bill Date, the dispute will be escalated to the third level of management for each of the respective Parties for resolution

7.6.3.3 If the dispute is not resolved within one hundred and twenty (120) days of the Bill Date, the dispute will be escalated to the fourth level of management for each of the respective Parties for resolution.

7.6.3.4 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. BellSouth shall only assess interest on previously assessed late payment charges in a state where it has authority pursuant to its tariffs.

7.7 Upon proof of tax exempt certification from Pilgrim, the total amount billed to Pilgrim will not include any taxes due from the End User to reflect the tax exempt certification and local tax laws. Pilgrim will be solely responsible for the computation, tracking, reporting, and payment of taxes applicable to Pilgrim's End User.

- 7.8 If any portion of the payment is received by BellSouth after the payment due date as set forth preceding, or if any portion of the payment is received by BellSouth in funds that are not immediately available to BellSouth, then a late payment charge shall be due to BellSouth. The late payment charge shall be the portion of the payment not received by the payment due date times a late factor and will be applied on a per bill basis. The late factor shall be as set forth in Section A2 of the General Subscriber Services Tariff or Section B2 of the Private Line Service Tariff, as applicable. Pilgrim will be charged a fee for all returned checks as set forth in Section to A2 of the General Subscriber Services Tariff or in applicable state law.
- 7.9 Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to, BellSouth.
- 7.10 Except as provided in Attachment 2, Section 14, BellSouth will not perform billing and collection services for Pilgrim as a result of the execution of this Agreement. All requests for billing services should be referred to the appropriate entity or operational group within BellSouth. **(DISAGREED)**
- 7.11 In general, BellSouth will not become involved in disputes between Pilgrim and Pilgrim's End User customers relating to resold services. If a dispute does arise that cannot be settled without the involvement of BellSouth, Pilgrim shall contact the designated Service Center for resolution. BellSouth will assist in the resolution of the dispute and will work with Pilgrim to resolve the matter in as timely a manner as possible. Pilgrim may be required to submit documentation to substantiate the claim.

8. Discontinuance of Service

- 8.1 The procedures for discontinuing service to an End User are as follows:
- 8.1.1 BellSouth will deny service to Pilgrim's End User on behalf of, and at the request of, Pilgrim. Upon restoration of the End User's service, restoral charges will apply and will be the responsibility of Pilgrim.
- 8.1.2 At the request of Pilgrim, BellSouth will disconnect a Pilgrim End User customer.
- 8.1.3 All requests by Pilgrim for denial or disconnection of an End User for nonpayment must be in writing.
- 8.1.4 Pilgrim will be made solely responsible for notifying the End User of the proposed disconnection of the service.
- 8.1.5 BellSouth will continue to process calls made to the Annoyance Call Center and will advise Pilgrim when it is determined that annoyance calls are originated from one of its End User's locations. BellSouth shall be indemnified, defended and held harmless by Pilgrim and/or the End User against any claim, loss or damage arising from providing this information to Pilgrim. It is the responsibility of

Pilgrim to take the corrective action necessary with its End Users who make annoying calls. (Failure to do so will result in BellSouth's disconnecting the End User's service.)

- 8.1.6 BellSouth may disconnect and reuse facilities when the facility is in a denied state and BellSouth has received an order to establish new service or transfer of service from an End User or an End User's CLEC at the same address served by the denied facility.
- 8.2 The procedures for discontinuing service to Pilgrim are as follows:
- 8.2.1 BellSouth reserves the right (to be executed upon the provision of reasonable notice to Pilgrim) to suspend or terminate service in the event of (1) any use of the facilities or service involved that constitutes a prohibited, unlawful, or improper use; (2) any abuse of the facilities involved; or (3) any other violation or non-compliance by Pilgrim of the rules and regulations of BellSouth's Tariffs. Prior to suspending or terminating service, BellSouth agrees to use commercially reasonable efforts to work with Pilgrim to avoid the suspension or termination, including (a) advising Pilgrim of the reasons that have prompted BellSouth's intention to suspend or terminate the service; (b) discussing with Pilgrim steps that may be taken by Pilgrim to correct any problems associated with Pilgrim's use of the service; and (c) working with Pilgrim to develop an implementation schedule to be used by Pilgrim to correct such problems for purposes of avoiding suspension or termination of the service. The notification letter sent by BellSouth announcing its intention to suspend or terminate service shall indicate a specific effective date after which BellSouth will no longer provide the service.
- 8.2.2 BellSouth reserves the right to suspend or terminate service for nonpayment of undisputed amounts. If payment of account is not received by the bill day in the month after the original bill day, BellSouth may provide written notice to Pilgrim, that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. In addition BellSouth may, at the same time, provide written notice to the person designated by Pilgrim to receive notices of noncompliance that BellSouth may discontinue the provision of existing services to Pilgrim, if payment is not received by the thirtieth day following the date of the notice.
- 8.2.3 In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due.
- 8.2.4 If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice and Pilgrim's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to Pilgrim without further notice.

8.2.5 Upon discontinuance of service on a Pilgrim's account, service to Pilgrim's End Users will be denied. BellSouth will also reestablish service at the request of the End User or Pilgrim upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures. Pilgrim is solely responsible for notifying the End User of the proposed disconnection of the service.

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

9. Line Information Database (LIDB)

9.1 BellSouth will store in its Line Information Database (LIDB) records relating to service only in the BellSouth region. The LIDB Storage Agreement is included in this Attachment as Exhibit C.

9.2 BellSouth will provide LIDB Storage upon written request to Pilgrim Account Manager stating requested activation date.

10. RAO Hosting

10.1 RAO Hosting is not required for resale in the BellSouth region.

11. Optional Daily Usage File (ODUF)

11.1 The Optional Daily Usage File (ODUF) Agreement with terms and conditions is included in this Attachment as Exhibit D. Rates for ODUF are as set forth in Exhibit F of this Attachment.

11.2 BellSouth will provide Optional Daily Usage File (ODUF) service upon written request to its Account Manager stating requested activation date.

12. Enhanced Optional Daily Usage File (EODUF)

12.1 The Enhanced Optional Daily Usage File (EODUF) service Agreement with terms and conditions is included in this Attachment as Exhibit E. Rates for EODUF are as set forth in Exhibit F of this Attachment.

12.2 BellSouth will provide Enhanced Optional Daily Usage File (EODUF) service upon written request to its Account Manager stating requested activation date.

APPLICABLE DISCOUNTS

The telecommunications services available for purchase by Pilgrim for the purposes of resale to Pilgrim End Users shall be available at the following discount off of the retail rate. If Pilgrim cancels an order for telecommunications services for the purpose of resale, any costs incurred by BellSouth in conjunction with the provisioning of that order will be recovered in accordance with the applicable sections of the GSST and the PLST.

DISCOUNT*

<u>STATE</u>	<u>RESIDENCE</u>	<u>BUSINESS</u>	<u>CSAs***</u>
ALABAMA	16.3%	16.3%	
FLORIDA	21.83%	16.81%	
GEORGIA	20.3%	17.3%	
KENTUCKY	16.79%	15.54%	
LOUISIANA	20.72%	20.72%	9.05%
MISSISSIPPI	15.75%	15.75%	
NORTH CAROLINA	21.5%	17.6%	
SOUTH CAROLINA	14.8%	14.8%	8.98%
TENNESSEE**	16%	16%	

* When a CLEC provides Resale service in a cross boundary area (areas that are part of the local serving area of another state's exchange) the rates, regulations and discounts for the tariffing state will apply. Billing will be from the serving state.

** In Tennessee, if Pilgrim provides its own operator services and directory services, the discount shall be 21.56%. Pilgrim must provide written notification to BellSouth within 30 days prior to providing its own operator services and directory services to qualify for the higher discount rate of 21.56%.

*** Unless noted in this column, the discount for Business will be the applicable discount rate for CSAs.

OPERATIONAL SUPPORT SYSTEMS (OSS) RATES

BellSouth has developed and made available the following mechanized systems by which Pilgrim may submit LSRs electronically.

LENS	Local Exchange Navigation System
EDI	Electronic Data Interchange
TAG	Telecommunications Access Gateway

LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic ordering charge as specified in the Table below. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (mail, fax, courier, etc.) will incur a manual order charge as specified in the table below:

OPERATIONAL SUPPORT SYSTEMS (OSS) RATES	<u>Electronic</u> Per LSR received from the CLEC by one of the OSS interactive interfaces	<u>Manual</u> Per LSR received from the CLEC by means other than one of the OSS interactive interfaces
OSS LSR Charge	\$3.50	\$19.99
USOC	SOMEK	SOMAN

Note: In addition to the OSS charges, applicable discounted service order and related discounted charges apply per the tariff.

Denial/Restoral OSS Charge

In the event Pilgrim provides a list of customers to be denied and restored, rather than an LSR, each location on the list will require a separate PON and, therefore will be billed as one LSR per location.

Cancellation OSS Charge

Pilgrim will incur an OSS charge for an accepted LSR that is later canceled by Pilgrim.

Note: Supplements or clarifications to a previously billed LSR will not incur another OSS charge.

Threshold Billing Plan

Pilgrim will incur the mechanized rate for all LSRs, both mechanized and manual, if the percentage of mechanized LSRs to total LSRs meets or exceeds the threshold percentages shown below:

Year	Ratio: Mechanized/Total LSRs
2000	80%
2001	90%

The threshold plan will be discontinued in 2002.

BellSouth will track the total LSR volume for each CLEC for each quarter. At the end of that time period, a Percent Electronic LSR calculation will be made for that quarter based on the LSR data tracked in the LCSC. If this percentage exceeds the threshold volume, all of that CLECs' future manual LSRs for the following quarter will be billed at the mechanized LSR rate. To allow time for obtaining and analyzing the data and updating the billing system, this billing change will take place on the first day of the second month following the end of the quarter (e.g. May 1 for 1Q, Aug 1 for 2Q, etc.). There will be no adjustments to the amount billed for previously billed LSRs.

**Exclusions and Limitations
On Services Available for Resale**

Type of Service		AL		FL		GA		KY		LA		MS		NC		SC		TN	
		Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount
1	Grandfathered Services (Note 1)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2	Contract Service Arrangements	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
3	Promotions - > 90 Days(Note 2)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Note 3
4	Promotions - ≤ 90 Days (Note 2)	Yes	No	Yes	No	Yes	No	No	No	Yes	No	Yes	No	Yes	No	Yes	No	No	No
5	Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	Note 4	Note 4	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
6	911/E911 Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
7	N11 Services	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	No	Yes	Yes	Yes	Yes	No	No	Yes	Yes
8	AdWatch SM Svc (See Note 6)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
9	MemoryCall [®] Service	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
10	Mobile Services	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
11	Federal Subscriber Line Charges	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
12	Non-Recurring Charges	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No

**Exclusions and Limitations
On Services Available for Resale**

1	End User Line	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
3	Charge – Number Portability																		
1	Public Telephone	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes
4	Access Service (PTAS)																		

Applicable Notes:	<ol style="list-style-type: none"> 1. Grandfathered services can be resold only to existing subscribers of the grandfathered service. 2. Where available for resale, promotions will be made available only to End Users who would have qualified for the promotion had it been provided 3. In Tennessee, long-term promotions (offered for more than ninety (90) days) may be obtained at one of the following rates: <ol style="list-style-type: none"> (a) the stated tariff rate, less the wholesale discount; (b) the promotional rate (the promotional rate offered by BellSouth will not be discounted further by the wholesale discount rate) 4. Lifeline/Link Up services may be offered only to those subscribers who meet the criteria that BellSouth currently applies to subscribers of these services as set forth in Sections A3 and A4 of the BellSouth General Subscriber Services Tariff. 5. Some of BellSouth's local exchange and toll telecommunications services are not available in certain central offices and areas. 6. AdWatchSM Service is tariffed as BellSouth[®] AIN Virtual Number Call Detail Service.
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**LINE INFORMATION DATA BASE (LIDB)
STORAGE AGREEMENT**

I. SCOPE

- A. This Agreement sets forth the terms and conditions pursuant to which BellSouth agrees to store in its LIDB certain information at the request of Pilgrim and pursuant to which BellSouth, its LIDB customers and Pilgrim shall have access to such information. Pilgrim understands that BellSouth provides access to information in its LIDB to various telecommunications service providers pursuant to applicable tariffs and agrees that information stored at the request of Pilgrim, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained in the attached Addendum(s) are hereby made a part of this Agreement as if fully incorporated herein.
- B. LIDB is accessed for the following purposes:
1. Billed Number Screening
 2. Calling Card Validation
 3. Fraud Control
- C. BellSouth will provide seven days per week, 24-hours per day, fraud monitoring on Calling Cards, bill-to-third and collect calls made to numbers in BellSouth's LIDB, provided that such information is included in the LIDB query. BellSouth will establish fraud alert thresholds and will notify Pilgrim of fraud alerts so that Pilgrim may take action it deems appropriate. Pilgrim understands and agrees BellSouth will administer all data stored in the LIDB, including the data provided by Pilgrim pursuant to this Agreement, in the same manner as BellSouth's data for BellSouth's End User customers. BellSouth shall not be responsible to Pilgrim for any lost revenue which may result from BellSouth's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BellSouth in its sole discretion from time to time.

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

- (a) Provided that BellSouth complies with the provisions of Attachment 2, Section 14, of this Agreement, Pilgrim agrees that it will accept responsibility for telecommunications services billed by BellSouth for its billing and collection customers for Pilgrim's End User accounts which are resident in LIDB pursuant to this Agreement. Pilgrim authorizes BellSouth to place such charges on Pilgrim's bill from BellSouth and agrees that it shall pay all such charges. Charges for which Pilgrim hereby takes responsibility include, but are not limited to, collect and third number calls. **(DISAGREED)**
- (b) Charges for such services shall appear on a separate BellSouth bill page identified with the name of the entity for which BellSouth is billing the charge.
- (c) Pilgrim shall have the responsibility to render a billing statement to its End Users for these charges, but Pilgrim's obligation to pay BellSouth for the charges billed shall be independent of whether Pilgrim is able or not to collect from Pilgrim's End Users.
- (d) BellSouth shall not become involved in any disputes between Pilgrim and the entities for which BellSouth performs billing and collection. BellSouth will not issue adjustments for charges billed on behalf of an entity to Pilgrim. It shall be the responsibility of Pilgrim and the other entity to negotiate and arrange for any appropriate adjustments.

III. FEES FOR SERVICE AND TAXES

- A. Pilgrim will not be charged a fee for storage services provided by BellSouth to Pilgrim, as described in Section I of this Agreement.
- B. Sales, use and all other taxes (excluding taxes on BellSouth's income) determined by BellSouth or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by Pilgrim. Pilgrim shall have the right to have BellSouth contest with the imposing

jurisdiction, at Pilgrim's expense, any such taxes that Pilgrim deems are improperly levied.

VI. MISCELLANEOUS

- A. It is understood and agreed to by the Parties that BellSouth may provide similar services to other companies.

RESALE ADDENDUM
TO LINE INFORMATION DATA BASE (LIDB)
STORAGE AGREEMENT

This is a Resale Addendum to the Line Information Data Base Storage Agreement dated _____, 2000, between BellSouth Telecommunications, Inc. ("BellSouth"), and Pilgrim ("Pilgrim"), effective the ____ day of _____, 2000.

I. GENERAL

This Addendum sets forth the terms and conditions for Pilgrim's provision of billing number information to BellSouth for inclusion in BellSouth's LIDB. BellSouth will store in its LIDB the billing number information provided by Pilgrim, and BellSouth will provide responses to on-line, call-by-call queries to this information for purposes specified in Section I.B. of the Agreement.

II. DEFINITIONS

- A. Billing number - a number used by BellSouth for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.
- B. Line number - a ten-digit number assigned by BellSouth that identifies a telephone line associated with a resold local exchange service, or with a SPNP arrangement.
- C. Special billing number - a ten-digit number that identifies a billing account established by BellSouth in connection with a resold local exchange service or with a SPNP arrangement.
- D. Calling Card number - a billing number plus PIN number assigned by BellSouth.
- E. PIN number - a four digit security code assigned by BellSouth which is added to a billing number to compose a fourteen digit calling card number.

- F. Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by the Pilgrim.
- G. Billed Number Screening - refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.
- H. Calling Card Validation - refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.
- I. Billing number information - information about billing number or Calling Card number as assigned by BellSouth and toll billing exception indicator provided to BellSouth by the Pilgrim.

III. RESPONSIBILITIES OF PARTIES

- A. BellSouth will include billing number information associated with resold exchange lines or SPNP arrangements in its LIDB. The Pilgrim will request any toll billing exceptions via the Local Service Request (LSR) form used to order resold exchange lines, or the SPNP service request form used to order SPNP arrangements.
- B. Under normal operating conditions, BellSouth shall include the billing number information in its LIDB upon completion of the service order establishing either the resold local exchange service or the SPNP arrangement, provided that BellSouth shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused by circumstances or conditions beyond BellSouth's reasonable control. BellSouth will store in its LIDB an unlimited volume of the working telephone numbers associated with either the resold local exchange lines or the SPNP arrangements. For resold local exchange lines or for SPNP arrangements, BellSouth will issue line-based calling cards only in the name of Pilgrim. BellSouth will not issue line-based calling cards in the name of Pilgrim's individual End Users. In the event that Pilgrim wants to include calling card numbers assigned by the Pilgrim in the BellSouth LIDB, a separate agreement is required.
- C. BellSouth will provide responses to on-line, call-by-call queries to the stored information for the specific purposes listed in the next paragraph.
- D. BellSouth is authorized to use the billing number information to perform the following functions for authorized users on an on-line basis:
 - 1. Validate a 14 digit Calling Card number where the first 10 digits are a line number or special billing number assigned by BellSouth, and where the last four digits (PIN) are a security code assigned by BellSouth.

2. Determine whether the Pilgrim has identified the billing number as one which should not be billed for collect or third number calls, or both.

Optional Daily Usage File

1. Upon written request from Pilgrim, BellSouth will provide the Optional Daily Usage File (ODUF) service to Pilgrim pursuant to the terms and conditions set forth in this section.
2. Pilgrim shall furnish all relevant information required by BellSouth for the provision of the Optional Daily Usage File.
3. The Optional Daily Usage Feed will contain billable messages that were carried over the BellSouth Network and processed in the BellSouth Billing System, but billed to a Pilgrim customer.

Charges for delivery of the Optional Daily Usage File will appear on Pilgrims' monthly bills. The charges are as set forth in Exhibit A to this Attachment.

4. The Optional Daily Usage Feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
5. Messages that error in Pilgrim's billing system will be the responsibility of Pilgrim. If, however, Pilgrim should encounter significant volumes of errored messages that prevent processing by Pilgrim within its systems, BellSouth will work with the to determine the source of the errors and the appropriate resolution.
6. The following specifications shall apply to the Optional Daily Usage Feed.

6.1 Usage To Be Transmitted

- 6.1.1 The following messages recorded by BellSouth will be transmitted to Pilgrim:

- Message recording for per use/per activation type services (examples: Three Way Calling, Verify, Interrupt, Call Return, ETC.)
- Measured billable Local
- Directory Assistance messages
- IntraLATA Toll
- WATS & 800 Service
- N11
- Information Service Provider Messages

- Operator Services Messages
 - Operator Services Message Attempted Calls (UNE only)
 - Credit/Cancel Records
 - Usage for Voice Mail Message Service
- 6.1.2 Rated Incollects (originated in BellSouth and from other companies) can also be on Optional Daily Usage File. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.
- 6.1.3 BellSouth will perform duplicate record checks on records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to Pilgrim.
- 6.1.4 In the event that Pilgrim detects a duplicate on Optional Daily Usage File they receive from BellSouth, Pilgrim will drop the duplicate message (Pilgrim will not return the duplicate to BellSouth).
- 6.2 Physical File Characteristics
- 6.2.1 The Optional Daily Usage File will be distributed to Pilgrim via an agreed medium with CONNECT:Direct being the preferred transport method. The Daily Usage Feed will be a variable block format (2476) with an LRECL of 2472. The data on the Daily Usage Feed will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays). Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.
- 6.2.2 Data circuits (private line or dial-up) may be required between BellSouth and Pilgrim for the purpose of data transmission. Where a dedicated line is required, Pilgrim will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Pilgrim will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to Pilgrim. Additionally, all message toll charges associated with the use of the dial circuit by Pilgrim will be the responsibility of Pilgrim. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the parties. All equipment, including modems and software, that is required on Pilgrim end for the purpose of data transmission will be the responsibility of Pilgrim.

6.3 Packing Specifications

- 6.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.
- 6.3.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to Pilgrim which BellSouth RAO that is sending the message. BellSouth and Pilgrim will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by Pilgrim and resend the data as appropriate.

THE DATA WILL BE PACKED USING ATIS EMI RECORDS.

6.4 Pack Rejection

- 6.4.1 Pilgrim will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI Error Codes will be used. Pilgrim will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to Pilgrim by BellSouth.

6.5 Control Data

Pilgrim will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate Pilgrim received the pack and the acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by Pilgrim for reasons stated in the above section.

6.6 Testing

- 6.6.1 Upon request from Pilgrim, BellSouth shall send test files to Pilgrim for the Optional Daily Usage File. The parties agree to review and discuss the file's content and/or format. For testing of usage results, BellSouth shall request that Pilgrim set up a production (LIVE) file. The live test may consist of Pilgrim's employees making test calls for the types of services Pilgrim requests on the Optional Daily Usage File. These test calls are logged by Pilgrim, and the logs are provided to BellSouth. These logs will be used to verify the files. Testing will be completed within 30 calendar days from the date on which the initial test file was sent.

Enhanced Optional Daily Usage File

1. Upon written request from Pilgrim, BellSouth will provide the Enhanced Optional Daily Usage File (EODUF) service to Pilgrim pursuant to the terms and conditions set forth in this section. EODUF will only be sent to existing ODUF subscribers who request the EODUF option.
2. The Pilgrim shall furnish all relevant information required by BellSouth for the provision of the Enhanced Optional Daily Usage File.
3. The Enhanced Optional Daily Usage File (EODUF) will provide usage data for local calls originating from resold Flat Rate Business and Residential Lines.
4. Charges for delivery of the Enhanced Optional Daily Usage File will appear on Pilgrims' monthly bills. The charges are as set forth in Exhibit A to this Attachment.
5. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
6. Messages that error in the billing system of Pilgrim will be the responsibility of Pilgrim. If, however, Pilgrim should encounter significant volumes of errored messages that prevent processing by Pilgrim within its systems, BellSouth will work with Pilgrim to determine the source of the errors and the appropriate resolution.
7. The following specifications shall apply to the Optional Daily Usage Feed.

7.1 **Usage To Be Transmitted**

- 7.1.1 The following messages recorded by BellSouth will be transmitted to Pilgrim:

Customer usage data for flat rated local call originating from Pilgrim's End User lines (1FB or 1FR). The EODUF record for flat rate messages will include:

Date of Call

From Number

To Number

Connect Time

Conversation Time

Method of Recording

From RAO

Rate Class

Message Type

Billing Indicators

Bill to Number

7.1.2 BellSouth will perform duplicate record checks on EODUF records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to Pilgrim.

7.1.3 In the event that Pilgrim detects a duplicate on Enhanced Optional Daily Usage File they receive from BellSouth, Pilgrim will drop the duplicate message (Pilgrim will not return the duplicate to BellSouth).

7.2 Physical File Characteristics

7.2.1 The Enhanced Optional Daily Usage Feed will be distributed to Pilgrim over their existing Optional Daily Usage File (ODUF) feed. The EODUF messages will be intermingled among Pilgrim's Optional Daily Usage File (ODUF) messages. The EODUF will be a variable block format (2476) with an LRECL of 2472. The data on the EODUF will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays).

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

7.3 Packing Specifications

7.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.

- 7.3.2 The Operating Company Number (OCN), From Revenue Accounting Office (RAO), and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to Pilgrim which BellSouth RAO that is sending the message. BellSouth and Pilgrim will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by Pilgrim and resend the data as appropriate.

THE DATA WILL BE PACKED USING ATIS EMI RECORDS.

Attachment 2

Network Elements and Other Services

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ACCESS TO NETWORK ELEMENTS AND OTHER SERVICES

1. Introduction

- 1.1 This Attachment sets forth the unbundled network elements and combinations of unbundled network elements that BellSouth agrees to offer to Pilgrim 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 are described below in this Attachment 2. The price for each unbundled network element and combination of unbundled Network Elements are set forth in Exhibit D of this Agreement.
- 1.2 For purposes of this Agreement, “Network Element” is defined to mean a facility or equipment provided by BellSouth on an unbundled basis as is used by the CLEC in the provision of a telecommunications service. These unbundled network elements will be consistent with the requirements of the FCC 319 rule. For purposes of this Agreement, combinations of Network Elements shall be referred to as “Combinations.”
- 1.2.1 Except as otherwise required by law, BellSouth shall not impose limitation restrictions or requirements or request for the use of the network elements or combinations that would impair the ability of Pilgrim to offer telecommunications service in the manner Pilgrim intends.
- 1.2.2 Except upon request by Pilgrim, BellSouth shall not separate requested network elements that BellSouth currently combines.
- 1.2.2.1 Unless otherwise ordered by an appropriate state or federal regulatory agency, currently combined Network Elements are defined as elements that are already combined within BellSouth's network to a given location.
- 1.3 BellSouth shall, upon request of Pilgrim, and to the extent technically feasible, provide to Pilgrim access to its network elements for the provision of Pilgrim's telecommunications service. If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.
- 1.4 Pilgrim may purchase network elements and other services from BellSouth for the purpose of combining such network elements in any manner Pilgrim chooses to provide telecommunication services to its intended users, including recreating existing BellSouth services. With the exception of the sub-loop elements which are located outside of the central office, BellSouth shall deliver the network elements purchased by Pilgrim for combining to the designated Pilgrim collocation space. The network elements shall be provided as set forth in this Attachment.

- 1.5 BellSouth shall comply with the requirements as set forth in the technical references within Attachment 2 to the extent that they are consistent with the greater of BellSouth's actual performance or applicable industry standards.
- 1.6 In the event that any effective legislative, regulatory, judicial or other legal action modifies or redefines the "Network Elements" in a manner which materially affects the terms of this Attachment or the Network Elements and/or prices set forth herein, either Party may, on thirty (30) days written notice, require renegotiation of such terms, and the Parties shall renegotiate in good faith such new terms in accordance with such legislative, regulatory, judicial or other legal action. In the event such new terms are not renegotiated within ninety (90) days after the notice for renegotiation, either Party may petition the Commission for resolution of the dispute between the Parties. Each Party reserves the right to seek judicial review of any Commission ruling concerning this Attachment.
- 1.7 Pilgrim will adopt and adhere to the standards contained in the applicable CLEC Work Center Operational Understanding Agreement regarding maintenance and installation of service.
- 1.8 Standards for Network Elements
- 1.8.1 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.
- 1.8.2 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 dispute resolution process set forth in Section 12 of the General Terms and Conditions of this Agreement, incorporated herein by this reference, shall apply.
- 2. Unbundled Loops, Integrated Digital Loop Carriers, Network Interfaces Device, Unbundled Loop Concentration (ULC) System, Sub loops and Dark Fiber**
- All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of unbundled loops.
- 2.1 **Unbundled Loops**
- 2.1.1 Definition
- 2.1.2 The local loop network element ("Loop(s)") is defined as a transmission facility between a distribution frame (or its equivalent) in BellSouth's central office and the loop demarcation point at an end-user customer premises, including inside wire owned by BellSouth. The local loop network element includes all features, functions, and capabilities of the transmission facilities, including dark fiber and

attached electronics (except those used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers) and line conditioning.

- 2.1.3 The provisioning of service to a CLEC's collocation space 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. These cross-connects are a separate component, that are not considered a part of the loop, and thus, have a separate charge.
- 2.1.4 BellSouth Order Coordination referenced in Attachment 2 includes two types: "Order Coordination" and "Order Coordination - Time Specific."
- 2.1.5 "Order Coordination" refers to standard BellSouth service order coordination involving SL2 voice loops and all digital loops. Order coordination for physical conversions will be scheduled at BellSouth's discretion during normal working hours on the committed due date and Pilgrim advised.
- 2.1.6 "Order Coordination – Time Specific" refers to service order coordination in which Pilgrim requests a specific time for a service order conversion to take place. Loops on a single service order of 14 or more loops will be provisioned on a project basis. This is a chargeable option for any coordinated order and is billed in addition to the OC charge. Pilgrim may specify a time between 9:00 a.m. and 4:00 p.m. (location time) Monday through Friday (excluding holidays). If Pilgrim specifies a time outside this window, or selects a time or quantity of loops that requires BellSouth technicians to work outside normal work hours, overtime charges will apply in addition to the OC and OC-TS charges. Overtime charges will be applied according to actual costs based on type of force group required to perform the work, overtime hours worked and any special circumstances.
- 2.1.7 Where facilities are available, BellSouth will install loops within a 5-7 business days interval. For orders of 14 or more loops, the installation will be handled on a project basis and the intervals will be set by the BellSouth project manager for that order. Some loops require a Service Inquiry (SI) to determine if facilities are available prior to issuing the order. The interval for the SI process is separate from the installation interval. For expedite requests by Pilgrim, expedite charges will apply for intervals less than 5 days. The charges outlined in BellSouth's FCC # 1 Tariff, Section 5, will apply. If Pilgrim cancels an order for network elements and other services, any costs incurred by BellSouth in conjunction with the provisioning of that order will be recovered in accordance with FCC #1 Tariff, Section 5.
- 2.1.8 If Pilgrim modifies an order after being sent a Firm Order Confirmation (FOC) from BellSouth, any costs incurred by BellSouth to accommodate the modification will be reimbursed by Pilgrim.
- 2.1.9 BellSouth will offer Unbundled Voice Loops (UVL) in two different service levels - Service Level One (SL1) and Service Level Two (SL2).

- 2.1.10 SL1 loops will be non-designed, will not have test points, and will not come with any Order Coordination (OC) or engineering information/circuit make-up data. Upon issuance of an order in the service order system, SL1 loops will be activated on the due date in the same manner and time frames that BellSouth normally activates POTS-type loops for its customers. If Pilgrim requests work to be done for SL1s that requires BellSouth technicians to work outside normal work hours, overtime charges will be applied according to actual costs based on type of force group required to perform the work, overtime hours worked and any special circumstances.
- 2.1.11 SL2 loops shall have test points, with or without conditioning, will be designed with a design layout record provided to Pilgrim, and will be provided with OC. The OC feature will allow Pilgrim to coordinate the installation of the loop with the disconnect of an existing customer's service and/or number portability service. In these cases, BellSouth will perform the order conversion with standard order coordination at its discretion during normal work hours.
- 2.1.12 BellSouth will also offer Unbundled Digital Loops (UDL). They will be designed, will be provisioned with test points (where appropriate), and will come standard with Order Coordination and a Design Layout Record (DLR).
- 2.1.13 As a chargeable option on all loops except UVL-SL1 and UCL, BellSouth will offer Order Coordination - Time Specific (OC-TS). This will allow Pilgrim the ability to specify the time that the coordinated conversion takes place. The OC-TS charge for orders due on the same day at the same location will be applied on a per Local Service Request (LSR) basis.
- 2.1.14 Pilgrim will be responsible for testing and isolating troubles on the loops. Once Pilgrim has isolated a trouble to the BellSouth provided loop, Pilgrim will issue a trouble to BellSouth on the loop. BellSouth will take the actions necessary to repair the loop if a trouble actually exists. BellSouth will repair these loops in the same time frames that BellSouth repairs similarly situated loops to its customers.
- 2.1.15 If Pilgrim reports a trouble on SL1 loops and no trouble actually exists, BellSouth will charge Pilgrim for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the loop's working status.
- 2.1.16 If Pilgrim reports a trouble on SL2 loops and no trouble actually exists, BellSouth will charge Pilgrim for any dispatching and testing, (outside the CO) required by BellSouth in order to confirm the loop's working status.
- 2.1.17 In addition to the UVLs and UDLs, BellSouth shall make available Unbundled Copper Loops (UCLs). The UCL will be a copper twisted pair loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters). The UCL will be offered in two versions - Short and Long. A short UCL (18 kft or less) will be provisioned according to Resistance Design parameters, may have up to 6kft of bridged tap

and will have up to 1300 ohms of resistance. The long UCL (beyond 18kft) will be any dry copper pair longer than 18kft and may have up to 12kft of bridged tap and up to 2800 ohms of resistance. Unbundled Loop Modifications (ULM) may be used when a CLEC wants to condition copper loops by removing load coils and other intervening equipment. In almost every case, the UCL long will require ULM to remove load coils. BST will only ensure electrical continuity and balance relative to tip and ring on UCLs.

- 2.1.18 The UCL will be a designed circuit, with or without conditioning, provisioned with a test point and come standard with a DLR. OC will be offered as a chargeable option on all UCL loops. Order Coordination – Time Specific (OC-TS) will not be offered on UCLs.
- 2.1.19 The UCL is a dry copper loop and is not intended to support any particular telecommunications service. Pilgrim may use the UCL loop for a variety of services, including xDSL (e.g., ADSL and HDSL) services, by attaching appropriate terminal equipment of Pilgrim's choosing. Pilgrim will determine the type of service that will be provided over the loop.
- 2.1.20 Because the UCL loop shall be an unbundled loop offering that is separate and distinct from BellSouth's ADSL and HDSL capable loop offerings, CLEC agrees that BellSouth's UCL loop will not be held to the service level and performance expectations that apply to its ADSL and HDSL unbundled loop offerings. BellSouth shall only be obligated to maintain copper continuity and provide balance relative to tip and ring on UCL loops.
- 2.1.21 The UCL loop shall be provided to CLEC in accordance with BellSouth's Technical Reference 73600.
- 2.1.22 Technical Requirements
- 2.1.22.1 To the extent available within BellSouth's Network at a particular location, BellSouth will offer loops capable of supporting telecommunications services such as: POTS, Centrex, basic rate ISDN, analog PBX, voice grade private line, ADSL, HDSL, DS1 and digital data (up to 64 kb/s). If a requested loop type is not available, then the CLEC can use the Special Construction process to request that BellSouth place facilities or otherwise modify facilities in order to meet Pilgrim's request.
- 2.1.22.2 Pilgrim will be responsible for providing BellSouth with a Service Profile Identifier (SPID) associated with a particular ISDN-capable loop and end user. With the SPID, BellSouth will be able to adequately test the circuit and ensure that it properly supports ISDN service.
- 2.1.22.3 The loop will support the transmission, signaling, performance and interface requirements of the services described in 2.1.3 above. 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 Pilgrim will be consistent with industry standards and BellSouth's TR73600.

- 2.1.22.4 Pilgrim may utilize the unbundled loops to provide any telecommunication service it wishes. However, BellSouth will only provision, maintain and repair the loops to the standards that are consistent with the type of loop ordered. For example, if Pilgrim orders an ISDN-capable loop but wants to use the loop for a service other than ISDN, BellSouth will only support that the loop is capable of providing ISDN service. For non-service specific loops (e.g. UCL, loops modified by Pilgrim using the Special Construction process), BellSouth will only support that the loop has copper continuity and balanced tip-and-ring.
- 2.1.22.5 In some instances, Pilgrim will require access to a copper twisted pair loop unfettered by any intervening equipment (e.g., filters, load coils, range extenders, etc.), so that Pilgrim can use the loop for a variety of services by attaching appropriate terminal equipment at the ends. Pilgrim will determine the type of service that will be provided over the loop. In some cases, Pilgrim may be required to pay additional charges for the removal of certain types of equipment. BellSouth's Unbundled Loop Modifications (ULM) process will be used to determine the costs and feasibility of these activities.
- 2.1.22.6 In those cases where Pilgrim has requested that BellSouth modify a loop so that it no longer meets the technical parameters of the original loop type (e.g., voice grade, ISDN, ADSL, etc.) the resulting modified loop will be ordered and maintained as a UCL.
- 2.1.22.7 The loop shall be provided to Pilgrim in accordance with BellSouth's TR73600 Unbundled Local Loop Technical Specification and applicable industry standard technical references.

2.2 **Unbundled Loop Modifications (Line Conditioning)**

- 2.2.1 Subject to applicable and effective FCC rules and orders, BellSouth shall condition loops, as requested by Pilgrim, whether or not BellSouth offers advanced services to the End User on that loop.
- 2.2.2 Loop conditioning is defined as the removal from the loop of any devices that may diminish the capability of the loop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, but are not limited to, load coils, bridge taps, low pass filters, and range extenders.
- 2.2.3 The Unbundled Loop Modifications (ULM) offering provides the following elements: 1) removal of equipment on loops less than 18kft, 2) removal of equipment of loops longer than (18kft), 3) removal of bridged-taps on loops of any length.

2.2.4 BellSouth shall recover the cost of line conditioning requested by Pilgrim through a recurring charge and/or nonrecurring charge(s) in accordance with the FCC's forward-looking pricing principles promulgated pursuant to Section 252 (d) (1) of the Act and in compliance with FCC Rule 52.507 (e).

2.3 **Integrated Digital Loop Carriers**

2.3.1 Where BellSouth uses Integrated Digital Loop Carrier (IDLC) systems to provide the local loop and BellSouth has a suitable alternate facility available, BellSouth will make arrangements to permit Pilgrim to order a contiguous local loop. To the extent it is technically feasible, these arrangements will provide Pilgrim with the capability to serve end users at a level that is at parity with the level of service BellSouth provides its customers. If no alternate facility is available, BellSouth will utilize its Special Construction (SC) process to determine the additional costs required to provision the loop facilities. Pilgrim will then have the option of paying the one-time SC rates to place the loop facilities or Pilgrim may choose some other method of providing service to the end-user (e.g., Resale, private facilities, etc.).

2.4 **Network Interface Device**

2.4.1 Definition

The NID is defined as any means of interconnection of end-user customer inside wire to BellSouth's distribution plant, such as a cross-connect device used for that purpose. The NID is a single-line termination device or that portion of a multiple-line termination device required to terminate a single line or circuit at the premises. The NID features two independent chambers or divisions that separate the service provider's network from the End User's on-premises wiring. Each chamber or division contains the appropriate connection points or posts to which the service provider and the end user each make their connections. The NID provides a protective ground connection and is capable of terminating cables such as twisted pair cable.

2.4.2 BellSouth shall permit Pilgrim to connect Pilgrim's loop facilities the end-user's inside wire through the BellSouth NID or at any other technically feasible point.

2.4.3 Access to Network Interface Device (NID)

2.4.3.1 Due to the wide variety of NIDs utilized by BellSouth (based on subscriber size and environmental considerations), Pilgrim may access the end user's wire by any of the following means: BellSouth shall allow Pilgrim to connect its loops directly to BellSouth's multi-line residential NID enclosures that have additional space and are not used by BellSouth or any other telecommunications carriers to provide service to the premise. Pilgrim agrees to install compatible protectors and test jacks and to maintain the protection system and equipment and to indemnify

BellSouth pursuant to Section 8 of the General Terms and Conditions of this Agreement.

- 2.4.3.2 Where an adequate length of the end user's inside wire is present and environmental conditions permit, either Party may remove the inside wire from the other Party's NID and connect that wire to that Party's own NID; or
- 2.4.3.3 Enter the subscriber access chamber or "side" of "dual chamber" NID enclosures for the purpose of extending a connecterized or spliced jumper wire from the inside wiring through a suitable "punch-out" hole of such NID enclosures; or
- 2.4.3.4 Request BellSouth to make other rearrangements to the inside wiring terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting Party (i.e., Pilgrim, its agent, the building owner or the subscriber). Such charges will be billed to the requesting Party.
- 2.4.3.5 In no case shall either Party remove or disconnect the other Party's loop facilities from either Party's NIDs, enclosures, or protectors unless: (1) the applicable Commission has expressly permitted the same; (2) the disconnecting Party provides prior notice to the other Party, and (3) the Party disconnecting appropriately caps off and guards the other Party's loops. It will be the CLEC's responsibility to ensure there is no safety hazard and will hold BellSouth harmless for any liability associated with the removal of the BellSouth loop from the BellSouth NID. In such cases, it shall be the responsibility of the disconnecting party, once the other Party's loop has been disconnected from the NID, to reconnect the disconnected loop to a nationally- recognized-testing-laboratory-listed station protector, which has been grounded as per Article 800 of the National Electrical Code. If CLEC does not wish to accept this responsibility, other options exist in which BellSouth installs a NID for the CLEC as a chargeable option.
- 2.4.3.6 In no case shall either Party remove or disconnect ground wires from BellSouth's NIDs, enclosures, or protectors.
- 2.4.3.7 In no case shall either Party remove or disconnect NID modules, protectors, or terminals from BellSouth's NID enclosures.
- 2.4.3.8 Due to the wide variety of NID enclosures and outside plant environments BellSouth will work with Pilgrim to develop specific procedures to establish the most effective means of implementing this Section, 2.4.3.
- 2.4.4 Technical Requirements
- 2.4.4.1 The NID shall provide an accessible point of interconnection and shall maintain a connection to ground.
- 2.4.4.2 The NID shall be capable of transferring electrical analog or digital signals between the subscriber's inside wiring and the Distribution Media and/or cross

connect to Pilgrim's NID, consistent with the NID's function at the Effective Date of this Agreement.

- 2.4.4.3 Where a BellSouth NID exists, it is provided in its "as is" condition. Pilgrim may request BellSouth do additional work to the NID in accordance with Section 2.4.3.8. When Pilgrim deploys its own local loops with respect to multiple-line termination devices, Pilgrim shall specify the quantity of NIDs connections that it requires within such device.

2.4.5 Interface Requirements

- 2.4.5.1 The NID shall be equal to or better than all of the requirements for NIDs set forth in the applicable industry standard technical references.

2.5 **Unbundled Loop Concentration (ULC) System**

- 2.5.1 BellSouth will provide to Pilgrim Unbundled Loop Concentration (ULC). Loop concentration systems in the central office concentrate the signals transmitted over local loops onto a digital loop carrier system. The concentration device is placed inside a BellSouth central office. BellSouth will offer ULC with a TR008 interface or a TR303 interface.

- 2.5.2 ULC will be offered in two sizes. System A will allow up to 96 BellSouth loops to be concentrated onto multiple DS1s. The high-speed connection from the concentrator will be at the electrical DS1 level and may connect to Pilgrim at Pilgrim's collocation site. System B will allow up to 192 BellSouth loops to be concentrated onto multiple DS1s. System A may be upgraded to a System B. A minimum of two DS1s is required for each system (i.e., System A requires two DS1s and System B would require an additional two DS1s or four in total). All DS1 interfaces will terminate to the CLEC's collocation space. ULC service is offered with or without concentration and with or without protection. A Line Interface element will be required for each loop that is terminated onto the ULC system. Rates for ULC are as set forth in this Attachment.

2.6 **Sub-loop Elements**

- 2.6.1 Where facilities permit and subject to applicable and effective FCC rules and orders, BellSouth shall offer access to its Unbundled Sub Loop (USL) and Unbundled Sub-loop Concentration (USLC) System. BellSouth shall provide non-discriminatory access, in accordance with 51.311 and Section 251(c) (3) of the Act, to the sub-loop. On an unbundled basis and pursuant to the following terms and conditions and the rates approved by the Commission and set forth in this Attachment.

- 2.6.2 Sub-loop components include but are not limited to the following:

- 2.6.2.1 Unbundled Sub-Loop Distribution;

- 2.6.2.2 Unbundled Sub-Loop Concentration/Multiplexing Functionality; and
- 2.6.2.3 Unbundled Sub-Loop Feeder.
- 2.7 **Unbundled Sub-Loop (distribution facilities)**
- 2.7.1 Definition
- 2.7.1.1 Subject to applicable and effective FCC rules and orders, the unbundled sub-loop distribution facility is dedicated transmission facility that BellSouth provides from a customer's point of demarcation to a BellSouth cross-connect device. The BellSouth cross-connect device may be located within a remote terminal (RT) or a stand-alone cross-box in the field or in the equipment room of a building. The unbundled sub-loop distribution media is a copper twisted pair that can be provisioned as a 2 Wire or 4 Wire facility. Following are the current sub-loop distribution offerings:
- 2.7.1.1.1 Voice grade Unbundled Sub-Loop Distribution (USL-D) is a sub-loop facility from the cross-box in the field up to and including the point of demarcation, at the end user's premises.
- 2.7.1.1.2 Unbundled Sub-Loop distribution facilities were originally built as part of the entire voice grade loop from the BellSouth central office to the customer network interface. Therefore, the voice grade Unbundled Sub-Loop may have load coils, which are necessary for transmission of voice grade services.
- 2.7.1.1.3 Unbundled Copper Sub-Loop (UCSL) is a non-loaded copper facility of any length provided from the cross-box in the field up to and including the end-user's point of demarcation.
- 2.7.1.1.3.1 If available, this facility will not have any intervening equipment such as load coils between the end-user and the cross-box.
- 2.7.2 If Pilgrim requests a UCSL and a non-loaded pair is not available, Pilgrim may order Unbundled Sub-Loop Modification to remove load coils and/or bridge tap from an existing sub-loop facility. If load coils are removed from an existing sub-loop, that sub-loop will be classified as a UCSL. Pilgrim may order Loop Make-up to determine what loop modifications will be required.
- 2.7.3 Unbundled Sub-Loop distribution facilities shall support functions associated with provisioning, maintenance and testing of the Unbundled Sub-Loop. For access to Voice Grade USL-D and UCSL, Pilgrim would be required to deliver a cable to the BellSouth remote terminal or cross-box in the field to provide continuity to Pilgrim's feeder facilities. This cable would be connected, by a BellSouth technician, within the BellSouth RT/cross-box during the set-up process. Pilgrim's cable pairs can then be connected to BellSouth's USL within the BellSouth cross-box by the BellSouth technician.

- 2.7.4 Unbundled Sub-Loop – Intrabuilding Network Cable (USL-INC) (a.k.a. riser cable) is the distribution facility inside a subscribers' building or between buildings on one customer's same premises (continuous property not separated by a public street or road). USL-INC includes the facility from the cross-connect device in the building equipment room up to and including the point of demarcation, at the end user's premises. 2.8.5 In a scenario that requires connection in a building equipment room, BellSouth will install a cross connect panel that will be installed for the purpose of accessing USL-INC pairs. The cross-connect panel will function as a single point of interconnection (SPOI) for USL-INC and will be accessible by multiple carriers as space permits. BellSouth will place cross-connect blocks in 25 pair increments for Pilgrim's use on this cross-connect panel. Pilgrim will be responsible for connecting its facilities to the 25 pair cross-connect block(s).
- 2.7.5 BellSouth will provide Unbundled Sub-Loops where possible. Through the firm order Service Inquiry (SI) process, BellSouth will determine if it is feasible to place the required facilities where Pilgrim has requested access to Unbundled Sub-Loops. If existing capacity is sufficient to meet the CLEC demand, then BellSouth will perform the set-up work as described in Section 2.7.6. If any work must be done to modify existing BellSouth facilities or add new facilities (other than adding the cross-connect panel in a building equipment room as noted in 2.8.6) to accommodate Pilgrim's request for Unbundled Sub-Loops, Pilgrim may request BellSouth's Special Construction (SC) process to determine additional costs required to provision the Unbundled Sub-Loops. Pilgrim will have the option of paying the SC charges to modify the BellSouth facilities.
- 2.7.6 Set-up work must be completed before Pilgrim can order sub-loop pairs. During the set-up in a BellSouth cross-connect box in the field, the BellSouth technician will perform the necessary work to splice the CLEC's cable into the cross-connect box. For the set-up inside a building equipment room, BellSouth will perform the necessary work to install the cross-connect panel and the connecting block(s) that will be used to provide access to the requested USLs.
- 2.7.6.1 Once the set-up is complete, the CLEC will request sub-loop pairs through submission of a Local Service Request (LSR) form to the Local Carrier Service Center (LCSC). Manual Order Coordination is required with USL pair provisioning and is in addition to the USL pair rate. For expedite requests by Pilgrim for sub-loop pairs, expedite charges will apply for intervals less than 5 days.
- 2.7.6.2 Unbundled Sub-Loop shall be equal to or better than each of the applicable requirements set forth in the applicable industry standard technical references.
- 2.7.6.3 Unbundled Sub-Loops will be provided in accordance with technical reference TR73600.

2.8 **Unbundled Network Terminating Wire (UNTW)**

- 2.8.1 BellSouth agrees to offer its Unbundled Network Terminating Wire (UNTW) to Pilgrim pursuant to the following terms and conditions at rates as set forth in this Attachment.
- 2.8.2 Definition
- 2.8.2.1 Subject to applicable and effective FCC rules and orders, UNTW is a dedicated transmission facility that BellSouth provides from the Wiring Closet /Garden Terminal (or other type of cross-connect point) at the point of termination of BellSouth's loop distribution facilities to the end user's point of demarcation. UNTW is the final portion of the loop owned by BellSouth.
- 2.8.3 Requirements
- 2.8.3.1 On a multi-unit premises where Provisioning Party owns the network terminating wire, and by request of Requesting Party, Provisioning Party will provide access to UNTW pairs on an Access Terminal that is suitable for use by multiple carriers at each Garden Terminal or Wiring Closet..
- 2.8.3.2 In new construction where possible, both Parties may at their option and with the property owner's agreement install their own Network Terminating Wire (NTW). In existing construction, the Provisioning Party shall not be required to install new or additional NTW beyond existing NTW to provision the services of the Requesting Party.
- 2.8.3.3 Upon notice from the Requesting Party to the Provisioning party that the Requesting Party desires access to the Provisioning Party's UNTW pairs in a multi-unit premises, representatives of both Parties will participate in a meeting at the site of the requested access. The purpose of the site visit will include discussion of the procedures for Access Terminal installation, location and addresses of the Access Terminals and to discuss an estimated completion date. Upon completion of site visit, the Requesting Party will submit a Service Inquiry (SI) to the person or organization designated by the Provisioning Party to receive the SI. The SI will initiate the work for the Provisioning Party to begin the Access Terminal installation. In multi-tenant unit (MTU) scenarios, Provisioning Party will provide access to UNTW pairs on an Access Terminal(s). By request of the Requesting Party, an Access Terminal will be installed either adjacent to each Provisioning Party's Garden Terminal or inside each Wiring Closet on the requested MTU. All the UNTW pairs served by a Garden Terminal/Wiring Closet will be made available on the Access Terminals. Requesting Party will deliver and connect its central office facilities to the UNTW pairs within the Access Terminal. Requesting Party may access any available pair on an Access Terminal unless the Provisioning Party or another service provider is using the pair to concurrently provide service. Prior to connecting Requesting Party's service on a pair previously used by Provisioning party, Requesting Party is responsible for ensuring the end-user is no longer using Provisioning Party's service or another CLEC's service before accessing UNTW pairs.

- 2.8.3.4 Provisioning Party will use best efforts to complete installation of the Access Terminals within 30 business days of the receipt by the Provisioning Party of the Service Inquiry from the Requesting Party.
- 2.8.3.5 Requesting Party is responsible for obtaining the property owner's permission for Provisioning Party to install an Access Terminal(s) on behalf of the Requesting Party. The submission of the SI by the Requesting Party will serve as certification by the Requesting Party that such permission has been obtained.
- 2.8.3.6 Requesting Party will be billed for non-recurring and recurring charges for accessing UNTW pairs at the time the Requesting Party activates the pair(s). Pilgrim will report use of the UNTW pairs on a Local Service Request (LSR) form submitted to BellSouth's Local Carrier Service Center (LCSC).
- 2.8.3.7 Requesting Party will isolate and report repair problems to the UNE center. Requesting Party must tag the UNTW pair that requires repair. If Provisioning Party dispatches a technician on a reported trouble call and no UNTW trouble is found, Provisioning Party will charge Requesting Party for time spent on the dispatch and testing the UNTW pair(s).
- 2.8.3.8 If Requesting Party initiates the Access Terminal installation and the Requesting Party has not activated at least one pair on the Access Terminal installed pursuant to Requesting Party's request for an Access Terminal within 6 months of installation of the Access Terminal, Provisioning Party will bill Requesting Party a non-recurring charge equal to the actual cost of provisioning the Access Terminal.
- 2.8.3.9 If Provisioning Party determines that Requesting Party is using the UNTW pairs without reporting such usage to BellSouth, the following charges shall apply in addition to any fines which may be established by state commissions and any other remedies at law or in equity available to the Provisioning Party:
- 2.8.3.10 If Requesting Party issued a LSR to disconnect an end-user from BellSouth in order to use a UNTW pair, Requesting Party will be billed for the use of the pair back to the disconnect order date.
- 2.8.3.11 If Requesting Party activated a UNTW pair on which Provisioning Party was not previously providing service, Requesting Party will be billed for the use of that pair back to the date the end-user began receiving service using that pair. Upon request, Requesting Party will provide copies of its billing record to substantiate such date. If Requesting Party fails to provide such records, then Provisioning Party will bill the Requesting Party back to the date of the Access Terminal installation.

2.9 **Unbundled Sub-Loop Concentration System (USLC)**

- 2.9.1 Where facilities permit and where necessary to comply with an effective Commission order, BellSouth will provide to Pilgrim with the ability to concentrate its sub-loops onto multiple DS1s back to the BellSouth Central Office. The DS1s will then be terminated into Pilgrim's collocation space. TR-008 and TR303 interface standards are available.
- 2.9.2 USLC, using the Lucent Series 5 equipment, will be offered in two different systems. System A will allow up to 96 of Pilgrim's sub-loops to be concentrated onto multiple DS1s. System B will allow an additional 96 of Pilgrim's sub-loops to be concentrated onto multiple DS1s. One System A may be supplemented with one System B and they both must be physically located in a single Series 5 dual channel bank. A minimum of two DS1s is required for each system (i.e., System A requires two DS1s and System B would require an additional two DS1s or four in total). The DS1 level facility that connects the RT site with the serving wire center is known as a Feeder Interface. All DS1 Feeder Interfaces will terminate to the CLEC's collocation space within the SWC that serves the RT where the CLEC's sub-loops are connected. USLC service is offered with or without concentration and with or without a protection DS1.
- 2.9.3 In these scenarios Pilgrim would be required to place a cross-box, remote terminal (RT), or other similar device and deliver a cable to the BellSouth remote terminal. This cable would be connected, by a BellSouth technician, to a cross-connect panel within the BellSouth RT/cross-box and would allow Pilgrim's sub-loops to then be placed on the ULSC and transported to their collocation space at a DS1 level.
- 2.10 **Unbundled Sub-Loop Feeder**
- 2.10.1 Definition
- 2.10.1.1 Unbundled Sub-Loop Feeder (USLF) provides connectivity between BellSouth's central office and its cross-box (or other access point) that serves an end user location.
- 2.10.2 USLF is intended to be utilized for voice traffic and can be configured as 2-wire voice (USLF-2W/V) or 4-wire voice (USLF-4W/V).
- 2.10.3 USLF can also to be utilized for digital traffic and can be configured as 2-wire ISDN (USLF-2W/I); 2-wire Copper (USLF-2W/C); 4-wire Copper (USLF-4W/C) facilities: 4-wire DS0 level loop (USLF-4W/D0); or 4-wire DS1 & ISDN (USLF-4W/DI).
- 2.10.4 USLF will provide the facilities needed to provision a 2W or 4W communications pathway from the BellSouth central office to the BellSouth cross-box. This element will allow for the connection of the Pilgrims loop distribution elements onto BellSouth's feeder system.

- 2.10.5 Requirements
- 2.10.5.1 Pilgrim will extend its compatible cable to BellSouth's cross-box. The cable will then be connected to a panel inside the BellSouth cross-box to the requested level of feeder element. In those cases when there is no room in the BellSouth cross-box to accommodate the additional cross-connect panels mentioned above, BellSouth will utilize its Special Construction process to determine the costs to provide the sub-loop feeder element to Pilgrim. Pilgrim will then have the option of paying the special construction charges or canceling the order.
- 2.10.5.2 USLF will be a designed circuit and BellSouth will provide a Design Layout Record (DLR) for this element.
- 2.10.5.3 BellSouth will provide USLF elements in accordance with applicable industry standards for these types of facilities. Where industry standards do not exist, BellSouth's TR73600 will be used to determine performance parameters.
- 2.11 **Dark Fiber**
- 2.11.1 Definition
- 2.11.1.1 Dark Fiber is optical transmission facilities without attached signal regeneration, multiplexing, aggregation or other electronics that connects two points within BellSouth's network. Dark Fiber is unused strands of optical fiber. It may be strands of optical fiber existing in aerial or underground structure. No line terminating elements terminated to such strands to operationalize its transmission capabilities will be available..
- 2.11.2 Requirements
- 2.11.2.1 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. If BellSouth has plans to use the fiber within a two –year planning period, there is no requirement to provide said fiber to Pilgrim.
- 2.11.2.2 If the requested dark fiber has any lightwave repeater equipment interspliced to it, BellSouth will remove such equipment at Pilgrim's request subject to time and materials charges.
- 2.11.2.3 Pilgrim may test the quality of the Dark Fiber to confirm its usability and performance specifications.
- 2.11.2.4 BellSouth shall use its best efforts to provide to Pilgrim 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 Pilgrim ("Request"). Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber ("Confirmation"). From the time of the Request to forty-five (45) days after

Confirmation, BellSouth shall hold such requested Dark Fiber for Pilgrim's use and may not allow any other party to use such media, including BellSouth.

2.11.2.5 BellSouth shall use its best efforts to make Dark Fiber available to Pilgrim within thirty (30) business days after it receives written confirmation from Pilgrim that the Dark Fiber previously deemed available by BellSouth is wanted for use by Pilgrim. This includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX) or splice points) to enable Pilgrim to connect or splice Pilgrim provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber.

2.11.2.6 Dark Fiber shall meet the manufacturer's design specifications.

2.11.2.7 Pilgrim may splice and test Dark Fiber obtained from BellSouth using Pilgrim or Pilgrim 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.

2.12 Rates

The prices that Pilgrim shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit D to this Attachment.

2.13 Operational Support Systems (OSS)

2.13.1 BellSouth has developed and made available the following electronic interfaces by which Pilgrim may submit LSRs electronically.

LENS	Local Exchange Navigation System
EDI	Electronic Data Interchange
TAG	Telecommunications Access Gateway

2.13.2 LSRs submitted by means of one of these electronic interfaces will incur an OSS electronic ordering charge as specified in the table below. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (mail, fax, courier, etc.) will incur a manual order charge as specified in the table below:

OPERATIONAL SUPPORT SYSTEMS	AL, GA, LA, MS, NC, SC	FL, KY, TN
OSS LSR charge, per LSR received from the CLEC by one of the OSS interactive interfaces	\$3.50	\$3.50
	SOMECH	SOMECH

Incremental charge per LSR received from the CLEC by means other than one of the OSS interactive interfaces	See applicable rate element	\$19.99 SOMAN
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2.13.3 Denial/Restoral OSS Charge

2.13.3.1 In the event Pilgrim provides a list of customers to be denied and restored, rather than an LSR, each location on the list will require a separate PON and, therefore will be billed as one LSR per location.

2.13.4 Cancellation OSS Charge

2.13.4.1 Pilgrim will incur an OSS charge for an accepted LSR that is later canceled by Pilgrim.

Note: Supplements or clarifications to a previously billed LSR will not incur another OSS charge.

2.13.5 Network Elements and Other Services Manual Additive

2.13.5.1 The Commissions in some states have ordered per-element manual additive non-recurring charges (NRC) for Network Elements and Other Services ordered by means other than one of the interactive interfaces. These ordered Network Elements and Other Services manual additive NRCs will apply in these states, rather than the charge per LSR. The per-element charges are listed on the Rate Tables in Exhibit D.

2.14 **Preordering Loop Makeup (LMU)**

2.14.1 Description of Service

2.14.1.1 BellSouth shall make available to Pilgrim loop makeup (LMU) data for BellSouth's network facilities. This section addresses LMU as a *preordering* transaction, distinct from Pilgrim ordering any other service(s). Loop Makeup *Service Inquiries (LMUSI) for preordering loop makeup* are likewise unique from other preordering functions with associated service inquiries (SI) as described in this Agreement.

2.14.1.2 BellSouth will provide Pilgrim with loop makeup information consisting of the composition of the loop material (copper/fiber); the existence, location and type of equipment on the loop, including but not limited to digital loop carrier or other remote concentration devices, feeder/distribution interfaces, bridge taps, load coils, pair-gain devices; the loop length; and the wire gauge. The LMUSI may be

utilized by Pilgrim for the purpose of determining whether the loop requested is capable of supporting DSL service or other advanced data services. The determination shall be made solely by Pilgrim and BellSouth shall not be liable in any way for the performance of the advanced data services provisioned over said loop.

- 2.14.1.3 BellSouth's LMU information is provided to Pilgrim as it exists either in BellSouth's databases or in its hard copy facility records. BellSouth does not guarantee accuracy or reliability of the LMU information provided.
- 2.14.1.4 Targeted deployment of this service commences in the month of July, 2000 for manual LMU. Mechanized LMU is available for limited deployment at the end of July, 2000 to those CLECs that have effective X-Digital Subscriber Line (xDSL) Beta Test Agreements in place with BellSouth.
- 2.14.2 Submitting Loop Makeup Service Inquiries
- 2.14.2.1 Pilgrim will be able to obtain LMU information by submitting a LMUSI mechanically or manually. **Mechanized** LMUSIs should be submitted through BellSouth's Operational Support Systems interfaces. After obtaining the resulting loop data from the mechanized LMUSI process, if Pilgrim determines that it needs further loop data information in order to make a determination of loop service capability, Pilgrim may initiate a separate manual SI for a separate nonrecurring charge as set forth in Section 2.14.3.
- 2.14.2.2 **Manual** LMUSIs shall be submitted on the preordering manual LMUSI form by means of fax or electronic-mail to BellSouth's Complex Resale Support Group (CRSG)/Account Team utilizing the Preordering Loop Makeup Service Inquiry form. The standard service interval for the return of a Loop Makeup Manual Service Inquiry is seven business days. This service interval is distinct from the interval applied to the subsequent service order. Manual LMUSIs are not subject to expedite requests.
- 2.14.3 LMUSI Types & Associated Charges
- Pilgrim may request LMU information by submitting LMUSIs in accordance with the rate elements listed in Exhibit D.
- 2.14.3.1 Pilgrim will be assessed a nonrecurring charge for each facility queried as specified in Exhibit D. Rates for all states are interim and subject to true-up pending approval of final rates by the respective State Commissions. True-ups will be retroactive to the effective date of this Agreement.
- 2.14.3.2 Pilgrim may reserve facilities for up to four (4) days in connection with a LMUSI. Reserved facilities for which Pilgrim does not plan to place a UNE local service request (LSR) should be cancelled by Pilgrim. Should Pilgrim wish to cancel a

reservation on a spare facility, the cancellation will require a facility reservation number (RESID/FRN).

2.14.3.3 The reservation holding timeframe is a maximum of four days from the time that BellSouth's LMU data is returned to Pilgrim for the facility queried. During this holding time and prior to Pilgrim's placing an LSR, the reserved facilities are rendered unavailable to other customers, whether for CLEC(s) or for BellSouth. Notwithstanding the foregoing, BellSouth does not guarantee that a reservation will assure Pilgrim's ability to order the exact facility reserved.

2.14.3.4 If Pilgrim does not submit an LSR for a UNE service order on a reserved facility within the four-day reservation timeframe, the reservation of that spare facility will become invalid and the facility will be released.

2.14.3.5 Charges for preordering LMUSI are separate from any charges associated with ordering other services from BellSouth.

2.14.4 Ordering of Other UNE Services

2.14.4.1 Whenever Pilgrim has reserved a facility through BellSouth's preordering LMU service, should Pilgrim seek to place a subsequent UNE LSR on a reserved facility, Pilgrim shall provide BellSouth the RESID/FRN of the single spare facility on the appropriate UNE LSR., Pilgrim will be billed the appropriate rate element for the specific type UNE loop ordered by Pilgrim as set forth in this Attachment. Pilgrim will not be billed any additional Loop Makeup charges for the loop so ordered. Should Pilgrim choose to place a UNE LSR having previously submitted a request for *preordering LMU without a reservation*, Pilgrim will be billed the appropriate rate element for the specific UNE loop ordered as well as additional Loop Markup charges as set forth in this Attachment. Rates are provided in the UNE Rate Exhibits for Attachment 2.

2.14.4.2 Where Pilgrim submits an LSR to order facilities reserved during the LMUSI process, BellSouth will use its best efforts to assign to Pilgrim the facility reserved as indicated on the return of the LMU. Multi-facility reservations per single RESID/FRN as provided with the mechanized LMUSI process are less likely to result in the specific assignment requested by Pilgrim. For those occasions when BellSouth's assignment system cannot assign the specific facility reserved by Pilgrim during the LMU pre-ordering transaction, BellSouth will assign to Pilgrim, subject to availability, a facility that meets the BellSouth technical standards of the BellSouth type loop as ordered by Pilgrim. If the ordered loop type is not available, Pilgrim may utilize the Unbundled Loop Modification process or the Special Construction process, as applicable, to obtain the loop type ordered.

2.14.4.3 BellSouth offers LMU information for the sole purpose of allowing Pilgrim to determine whether, in CLEC's judgment, BellSouth's loops will support the specific services that Pilgrim wishes to provide over those loops. Pilgrim may

choose to use equipment that it deems will enable it to provide a certain type and level of service over a particular BellSouth loop; however, such configurations may not match BellSouth's or the industry's standards and specifications for the intended type and level of service. Accordingly, Pilgrim shall be responsible for insuring that the specific loop type (ADSL, HDSL, or otherwise) ordered on the LSR matches the LMU of the facility requested. Pilgrim bears full responsibility for being knowledgeable of BellSouth's technical standards and the specifications of BellSouth's loops. Pilgrim bears full responsibility for making the appropriate ordering decisions of matching BellSouth loops with Pilgrim's equipment for accomplishing Pilgrim's end goal for the intended service it wishes to provide its end-user(s). Pilgrim is fully responsible for any of its service configurations that may differ from BellSouth's technical standard for the loop type ordered.

3. High Frequency Spectrum Network Element

3.1 General

3.1.1 BellSouth shall provide Pilgrim access to the high frequency portion of the local loop as an unbundled network element ("High Frequency Spectrum") at the rates set forth in Exhibit C. BellSouth shall provide Pilgrim with the High Frequency Spectrum irrespective of whether BellSouth chooses to offer xDSL services on the loop.

3.1.2 The High Frequency Spectrum is defined as the frequency range above the voiceband on a copper loop facility carrying analog circuit-switched voiceband transmissions. Access to the High Frequency Spectrum is intended to allow Pilgrim the ability to provide Digital Subscriber Line ("xDSL") data services to the end user for which BellSouth provides voice services. The High Frequency Spectrum shall be available for any version of xDSL presumed acceptable for deployment pursuant to 47 C.F.R. Section 51.230, including, but not limited to, ADSL, RADSL, and any other xDSL technology that is presumed to be acceptable for deployment pursuant to FCC rules. BellSouth will continue to have access to the low frequency portion of the loop spectrum (from 300 Hertz to at least 3000 Hertz, and potentially up to 3400 Hertz, depending on equipment and facilities) for the purposes of providing voice service. Pilgrim shall only use xDSL technology that is within the PSD mask parameters set forth in T1.413 or other applicable industry standards. Pilgrim shall provision xDSL service on the High Frequency Spectrum in accordance with the applicable Technical Specifications and Standards.

3.1.3 The following loop requirements are necessary for Pilgrim to be able to access the High Frequency Spectrum: an unconditioned, 2-wire copper loop. An unconditioned loop is a copper loop with no load coils, low-pass filters, range extenders, DAMLs, or similar devices and minimal bridged taps consistent with ANSI T1.413 and T1.601. The process of removing such devices is called "conditioning." BellSouth shall charge and Pilgrim shall pay as interim rates, the same rates that BellSouth charges for conditioning stand-alone loops

(e.g., unbundled copper loops, ADSL loops, and HDSL loops) until permanent pricing for loop conditioning is established either by mutual agreement or by a state public utility commission. The interim costs for conditioning are subject to true up as provided in paragraph 4.0. BellSouth will condition loops to enable Pilgrim to provide xDSL-based services on the same loops the incumbent is providing analog voice service, regardless of loop length. BellSouth is not required to condition a loop for shared-line xDSL if conditioning of that loop significantly degrades BellSouth's voice service. BellSouth shall charge, and Pilgrim shall pay, for such conditioning the same rates BellSouth charges for conditioning stand-alone loops (e.g., unbundled copper loops, ADSL loops, and HDSL loops.) If Pilgrim requests that BellSouth condition a loop longer than 18,000 ft. and such conditioning significantly degrades the voice services on the loop, Pilgrim shall pay for the loop to be restored to its original state.

- 3.1.4 Pilgrim's termination point is the point of termination for Pilgrim on the toll main distributing frame in the central office ("Termination Point"). BellSouth will use jumpers to connect the Pilgrim's connecting block to the splitter. The splitter will route the High Frequency Spectrum on the circuit to the Pilgrim's xDSL equipment in the Pilgrim's collocation space.
- 3.1.5 Pilgrim shall have access to the splitter for test purposes, irrespective of where the splitter is placed in the BellSouth premises.
- 3.2 Provisioning of High Frequency Spectrum and Splitter Space
 - 3.2.1 BellSouth will provide Pilgrim with access to the High Frequency Spectrum as follows:
 - 3.2.1.1 BellSouth is unable to obtain a sufficient number of splitters for placement in all central offices requested by competitive local exchange carriers ("CLECs") by June 6, 2000. Therefore, BellSouth, Pilgrim and other CLECs have developed a process for allocating the initial orders of splitters. BellSouth will install all splitters ordered on or before April 26, 2000, in accordance with the schedule set forth in Attachment 1 of this Agreement. Once all splitters ordered by all CLECs on or before April 26, 2000, have been installed, BellSouth will install splitters within forty-two (42) calendar days of Pilgrim's submission of such order to the BellSouth Complex Resale Support Group; provided, however, that in the event BellSouth did not have reasonable notice that a particular central office was to have a splitter installed therein, the forty-two (42) day interval shall not apply. Collocation itself or an application for collocation will serve as reasonable notice. BellSouth and Pilgrim will reevaluate this forty-two (42) day interval on or before August 1, 2000.
 - 3.2.1.2 After June 6, 2000, once a splitter is installed on behalf of Pilgrim in a central office, Pilgrim shall be entitled to order the High Frequency Spectrum on lines served out of that central office.

- 3.2.1.3 BellSouth will select, purchase, install, and maintain a central office POTS splitter and provide Pilgrim access to data ports on the splitter. In the event that BellSouth elects to use a brand of splitter other than Siecor, the Parties shall renegotiate the recurring and non-recurring rates associated with the splitter. In the event the Parties cannot agree upon such rates, the then current rates (final or interim) for the Siecor splitter shall be the interim rates for the new splitter. BellSouth will provide Pilgrim with a carrier notification letter at least 30 days before such change and shall work collaboratively with Pilgrim to select a mutually agreeable brand of splitter for use by BellSouth. Pilgrim shall thereafter purchase ports on the splitter as set forth more fully below.
- 3.2.1.4 BellSouth will install the splitter in (i) a common area close to the Pilgrim collocation area, if possible; or (ii) in a BellSouth relay rack as close to the Pilgrim DS0 termination point as possible. For purposes of this section, a common area is defined as an area in the central office in which both Parties have access to a common test access point. BellSouth will cross-connect the splitter data ports to a specified Pilgrim DS0 at such time that a Pilgrim end user's service is established.
- 3.2.1.5 The High Frequency Spectrum shall only be available on loops on which BellSouth is also providing, and continues to provide, analog voice service directly to the end user. In the event the end-user terminates its BellSouth provided voice service for any reason, and Pilgrim desires to continue providing xDSL service on such loop, Pilgrim shall be required to purchase the full stand-alone loop unbundled network element. However, if the end user terminates service with BellSouth because it is changing voice service to a voice providing CLEC, Pilgrim shall only be permitted to continue to use the loop if there is another loop physically available to the voice providing CLEC. In the event BellSouth disconnects the end-user's voice service pursuant to its tariffs or applicable law, and Pilgrim desires to continue providing xDSL service on such loop, Pilgrim shall be permitted to continue using the line by purchasing the full stand-alone loop unbundled network element. BellSouth shall give Pilgrim notice in a reasonable time prior to disconnect, which notice shall give Pilgrim an adequate opportunity to notify BellSouth of its intent to purchase such loop. The Parties shall work collaboratively towards the mode of notification and the time periods for notice. In those cases in which BellSouth no longer provides voice service to the end user and Pilgrim purchases the full stand-alone loop, Pilgrim may elect the type of loop it will purchase. Pilgrim will pay the appropriate recurring and non-recurring rates for such loop as set for in Attachment 2 of the Agreement. In the event Pilgrim purchases a voice grade loop, Pilgrim acknowledges that such loop may not remain xDSL compatible.
- 3.2.1.6 Pilgrim and BellSouth shall continue to work together collaboratively to develop systems and processes for provisioning the High Frequency Spectrum in various real life scenarios. BellSouth and Pilgrim agree that Pilgrim is entitled to purchase the High Frequency Spectrum on a loop that is provisioned over fiber fed digital loop carrier. BellSouth will provide Pilgrim with access to feeder sub-loops at

UNE prices. BellSouth and Pilgrim will work together to establish methods and procedures for providing Pilgrim access to the High Frequency Spectrum over fiber fed digital loop carriers.

- 3.3 Only one competitive local exchange carrier shall be permitted access to the High Frequency Spectrum of any particular loop
 - 3.3.1 To order High Frequency Spectrum on a particular loop, Pilgrim must have a DSLAM collocated in the central office that serves the end-user of such loop. BellSouth will work collaboratively with Pilgrim to create a concurrent process that allows Pilgrim to order splitters in central offices where Pilgrim is in the process of obtaining collocation space and enables BellSouth to install such splitters before the end of Pilgrim's collocation provisioning interval. While that process is being developed, Pilgrim may order splitters in a central office once it has installed its Digital Subscriber Line Access Multiplexer ("DSLAM") in that central office. BellSouth will install these splitters within the interval provided in paragraph 3.2.1.1.
 - 3.3.2 BellSouth will devise a splitter order form that allows Pilgrim to order splitter ports in increments of 24 or 96 ports.
 - 3.3.2.1 BellSouth will provide Pilgrim the Local Service Request ("LSR") format to be used when ordering the High Frequency Spectrum.
 - 3.3.3 BellSouth will initially provide access to the High Frequency Spectrum within the following intervals: Beginning on June 6, 2000, BellSouth will return a Firm Order Confirmation ("FOC") in no more than two (2) business days after receipt of a valid, error free LSR. BellSouth will provide Pilgrim with access to the High Frequency Spectrum as follows:
 - 3.3.3.1 For 1-5 lines at the same address within three (3) business days from the receipt of Pilgrim's FOC; 6-10 lines at same address within 5 business days from the receipt of Pilgrim's FOC; and more than 10 lines at the same address is to be negotiated. BellSouth and Pilgrim will re-evaluate these intervals on or before August 1, 2000.
 - 3.3.4 Pilgrim will initially use BellSouth's existing pre-qualification functionality and order processes to pre-qualify line and order the High Frequency Spectrum. Pilgrim and BellSouth will continue to work together to modify these functionalities and processes to better support provisioning the High Frequency Spectrum. BellSouth will use its best efforts to make available to Pilgrim, by the fourth quarter of 2000, an electronic pre-ordering, ordering, provisioning, repair and maintenance and billing functionalities for the High Frequency Spectrum.
- 3.4 Maintenance and Repair

- 3.4.1 Pilgrim shall have access, for test, repair, and maintenance purposes, to any loop as to which it has access to the High Frequency Spectrum. Pilgrim may access the loop at the point where the combined voice and data signal exits the central office splitter.
- 3.4.2 BellSouth will be responsible for repairing voice services and the physical line between the network interface device at the customer premise and the Termination Point of demarcation in the central office. Pilgrim will be responsible for repairing data services. Each Party will be responsible for maintaining its own equipment.
- 3.4.3 If the problem encountered appears to impact primarily the xDSL service, the end user should call Pilgrim. If the problem impacts primarily the voice service, the end user should call BellSouth. If both services are impaired, the recipient of the call should coordinate with the other service provider(s).
- 3.4.4 BellSouth and Pilgrim will work together to diagnose and resolve any troubles reported by the end-user and to develop a process for repair of lines as to which Pilgrim has access to the High Frequency Spectrum. The Parties will continue to work together to address customer initiated repair requests and other customer impacting maintenance issues to better support unbundling of High Frequency Spectrum.
- 3.4.5 The Parties will be responsible for testing and isolating troubles on its respective portion of the loop. Once a Party ("Reporting Party") has isolated a trouble to the other Party's ("Repairing Party") portion of the loop, the Reporting Party will notify the Repairing Party that the trouble is on the Repairing Party's portion of the loop. The Repairing Party will take the actions necessary to repair the loop if it determines a trouble exists in its portion of the loop.
- 3.4.6 If a trouble is reported on either Party's portion of the loop and no trouble actually exists, the Repairing Party may charge the Reporting Party for any dispatching and testing (both inside and outside the central office) required by the Repairing Party in order to confirm the loop's working status.
- 3.4.7 In the event Pilgrim's deployment of xDSL on the High Frequency Spectrum significantly degrades the performance of other advanced services or of BellSouth's voice service on the same loop, BellSouth shall notify Pilgrim and allow twenty-four (24) hours to cure the trouble. If Pilgrim fails to resolve the trouble, BellSouth may discontinue Pilgrim's access to the High Frequency Spectrum on such loop.
- 3.5 Pricing
- 3.5.1 BellSouth and Pilgrim agree to the following negotiated, interim rates for the High Frequency Spectrum. All interim prices will be subject to true up based on either mutually agreed to permanent pricing or permanent pricing established in a

line sharing cost proceeding conducted by state public utility commissions. In the event interim prices are established by state public utility commissions before permanent prices are established, either through arbitration or some other mechanism, the interim prices established in this Agreement will be changed to reflect the interim prices mandated by the state public utility commissions; however, no true up will be performed until mutually agreed to permanent prices are established or permanent prices are established by state public utility commissions. Once a docket in a particular state in BellSouth's region has been opened to determine permanent prices for the High Frequency Spectrum, BellSouth will provide cost studies for that state for the High Frequency Spectrum upon Pilgrim's written request, within 30 days or such other date as may be ordered by a state commission. All cost related information shall be provided pursuant to a proprietary, non-disclosure agreement.

- 3.5.2 BellSouth and Pilgrim enter into this Agreement without waiving current or future relevant legal rights and without prejudicing any position BellSouth or Pilgrim may take on relevant issues before state or federal regulatory or legislative bodies or courts of competent jurisdiction. This clause specifically contemplates but is not limited to: (a) the positions BellSouth or Pilgrim may take in any cost docket related to the terms and conditions associated with access to the High Frequency Spectrum; and (b) the positions that BellSouth or Pilgrim might take before the FCC or any state public utility commission related to the terms and conditions under which BellSouth must provide Pilgrim with access to the High Frequency Spectrum. The interim rates set forth herein were adopted as a result of a compromise between the parties and do not reflect either party's position as to final rates for access to the High Frequency Spectrum.

4. Switching

All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of local and tandem switching.

4.1 Local Switching

- 4.1.1 BellSouth shall provide non-discriminatory access to local circuit switching capability, and local tandem switching capability, on an unbundled basis, except as set forth below in Section 4.1.3.3 to Pilgrim for the provision of a telecommunications service. BellSouth shall provide non-discriminatory access to packet switching capability on an unbundled basis to Pilgrim for the provision of a telecommunications service only in the limited circumstance described below in Section 4.4.6.
- 4.1.2 Except as otherwise provided herein, BellSouth shall not impose any restrictions on Pilgrim regarding the use of Switching Capabilities purchased from BellSouth provided such use does not result in demonstrable harm to either the BellSouth

network or personnel or the use of the BellSouth network by BellSouth or any other telecommunication carrier.

4.1.3 **Local Circuit Switching Capability, including Tandem Switching Capability**

4.1.3.1 Definition

Local Circuit Switching Capability is defined as: (A) line-side facilities, which include, but are not limited to, the connection between a loop termination at a main distribution frame and a switch line card; (B) trunk-side facilities, which include, but are not limited to, the connection between trunk termination at a trunk-side cross-connect panel and a switch trunk card; and (C) All features, functions, and capabilities of the switch, which include, but are not limited to: (1) the basic switching function of connecting lines to lines, line to trunks, trunks to lines, and trunks to trunks, as well as the same basic capabilities made available to BellSouth's customers, such as a telephone number, white page listings, and dial tone; and (2) all other features that the switch is capable of providing, including but not limited to customer calling, customer local area signaling service features, and Centrex, as well as any technically feasible customized routing functions provided by the switch; (D) switching provided by remote switching modules.

4.1.3.2 Notwithstanding BellSouth's general duty to unbundle local circuit switching, BellSouth shall not be required to unbundle local circuit switching for Pilgrim when Pilgrim serves end-users with four (4) or more voice-grade (DS-0) equivalents or lines in locations served by BellSouth's local circuit switches, which are in the following MSAs: Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA, and BellSouth has provided non-discriminatory cost based access to the Enhanced Extended Link (EEL) throughout Density Zone 1 as determined by NECA Tariff No. 4 as in effect on January 1, 1999.

4.1.3.3 In the event that Pilgrim orders local circuit switching for a single end user account name at a single physical end user location with four (4) or more two (2) wire voice-grade loops from a BellSouth central office listed on Exhibit A, BellSouth's sole recourse shall be to charge Pilgrim the market based rate in Exhibit D for use of the local circuit switching functionality for the affected facilities.

4.1.3.4 A featureless port is one that has a line port, switching facilities, and an interoffice port. A featured port is a port that includes all features then capable or a number of then capable features specifically requested by Pilgrim. Any features that are not currently then capable but are technically feasible through the switch can be requested through the BFR process.

4.1.3.5 BellSouth will provide to Pilgrim customized routing of calls: (i) to a requested directory assistance services platform; (ii) to an operator services platform

pursuant to Section 10 of Attachment 2; (iii) for Pilgrim's PIC'ed toll traffic in a two (2) PIC environment to an alternative OS/DA platform designated by Pilgrim. Pilgrim customers may use the same dialing arrangements as BellSouth customers.

- 4.1.3.6 Remote Switching Module functionality is included in Switching Capability. The switching capabilities used will be based on the line side features they support.
- 4.1.3.7 Switching Capability 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.
- 4.1.3.8 Where required to do so in order to comply with an effective Commission order, BellSouth will provide to Pilgrim purchasing local BellSouth switching and reselling BellSouth local exchange service under Attachment 1, selective routing of calls to a requested directory assistance services platform or operator services platform. Pilgrim customers may use the same dialing arrangements as BellSouth customers, but obtain a Pilgrim branded service.
- 4.1.4 Technical Requirements
- 4.1.4.1 The requirements set forth in this Section apply to Local Switching, but not to the Data Switching function of Local Switching.
- 4.1.4.2 Local Switching shall be equal to or better than the requirements for Local Switching set forth in the applicable industry standard technical references.
- 4.1.4.3 When applicable, BellSouth shall route calls to the appropriate trunk or lines for call origination or termination.
- 4.1.4.4 Subject to this section, 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 Pilgrim will be made pursuant to the Bona Fide Request/ New Business Request Process as set forth in General Terms and Conditions.
- 4.1.4.5 BellSouth shall provide unbranded recorded announcements and call progress tones to alert callers of call progress and disposition.
- 4.1.4.6 BellSouth shall activate service for an Pilgrim customer or network interconnection on any of the Local Switching interfaces. This includes provisioning changes to change a customer from BellSouth's services to Pilgrim's services without loss of switch feature functionality as defined in this Agreement.
- 4.1.4.7 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.

- 4.1.4.8 BellSouth shall repair and restore any equipment or any other maintainable component that may adversely impact Local Switching.
- 4.1.4.9 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.
- 4.1.4.10 BellSouth shall perform manual call trace and permit customer originated call trace.
- 4.1.4.11 Special Services provided by BellSouth will include the following:
- 4.1.4.11.1 Telephone Service Prioritization;
 - 4.1.4.11.2 Related services for handicapped;
 - 4.1.4.11.3 Soft dial tone where required by law; and
 - 4.1.4.11.4 Any other service required by law.
- 4.1.4.12 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 the technical specifications set forth in the applicable industry standard technical references.
- 4.1.4.13 BellSouth shall provide interfaces to adjuncts through Telcordia (formerly BellCore) standard interfaces. These adjuncts can include, but are not limited to, the Service Circuit Node and Automatic Call Distributors.
- 4.1.4.14 BellSouth shall provide performance data regarding a customer line, traffic characteristics or other measurable elements to Pilgrim, upon a reasonable request from Pilgrim. CLEC will pay BellSouth for all costs incurred to provide such performance data through the Business Opportunity Request process.
- 4.1.4.15 BellSouth shall offer Local Switching that provides feature offerings at parity to those provided by BellSouth to itself or any other Party.
- 4.1.4.16 BellSouth shall offer to Pilgrim all AIN triggers in connection with its SMS/SCE offering which are supported by BellSouth for offering AIN-based services
- 4.1.4.17 Where capacity exists, BellSouth shall assign each Pilgrim customer line the class of service designated by Pilgrim (e.g., using line class codes or other switch specific provisioning methods), and shall route directory assistance calls from Pilgrim customers to Pilgrim directory assistance operators at Pilgrim's option.
- 4.1.4.18 Where capacity exists, BellSouth shall assign each Pilgrim customer line the class of services designated by Pilgrim (e.g., using line class codes or other switch specific provisioning methods) and shall route operator calls from Pilgrim

customers to Pilgrim operators at Pilgrim's option. For example, BellSouth may translate 0- and 0+ intraLATA traffic, and route the call through appropriate trunks to an Pilgrim Operator Services Position System (OSPS). Calls from Local Switching must pass the ANI-II digits unchanged.

- 4.1.4.19 Local Switching shall be offered in accordance with the technical specifications set forth in the applicable industry standard references.
- 4.1.5 Interface Requirements BellSouth shall provide the following interfaces to loops:
 - 4.1.5.1 Standard Tip/Ring interface including loopstart or groundstart, on-hook signaling (e.g., for calling number, calling name and message waiting lamp);
 - 4.1.5.2 Coin phone signaling;
 - 4.1.5.3 Basic Rate Interface ISDN adhering to appropriate Telcordia (formerly BellCore) Technical Requirements;
 - 4.1.5.4 Two-wire analog interface to PBX;
 - 4.1.5.5 Four-wire analog interface to PBX;
 - 4.1.5.6 Four-wire DS1 interface to PBX or customer provided equipment (e.g. computers and voice response systems);
 - 4.1.5.7 Primary Rate ISDN to PBX adhering to ANSI standards Q.931, Q.932 and appropriate Telcordia (formerly BellCore) Technical Requirements;
 - 4.1.5.8 Switched Fractional DS1 with capabilities to configure Nx64 channels (where N = 1 to 24); and
 - 4.1.5.9 Loops adhering to Telcordia (formerly BellCore) TR-NWT-08 and TR-NWT-303 specifications to interconnect Digital Loop Carriers.
- 4.1.6 BellSouth shall provide access to the following but not limited to:
 - 4.1.6.1 SS7 Signaling Network or Multi-Frequency trunking if requested by Pilgrim;
 - 4.1.6.2 Interface to Pilgrim operator services systems or Operator Services through appropriate trunk interconnections for the system; and
 - 4.1.6.3 Interface to Pilgrim Directory Assistance Services through the Pilgrim switched network or to Directory Assistance Services through the appropriate trunk interconnections for the system; and 950 access or other Pilgrim required access to interexchange carriers as requested through appropriate trunk interfaces.

4.2 **Tandem Switching**

4.2.1 Definition

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

4.2.2 Technical Requirements

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:

- 4.2.2.1 Tandem Switching shall provide signaling to establish a tandem connection;
- 4.2.2.2 Tandem Switching will provide screening as jointly agreed to by Pilgrim and BellSouth;
- 4.2.2.3 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;
- 4.2.2.4 Tandem Switching shall provide access to Toll Free number portability database as designated by Pilgrim;
- 4.2.2.5 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));
- 4.2.2.6 Tandem Switching shall provide connectivity to PSAPs where 911 solutions are deployed and the tandem is used for 911; and
- 4.2.2.7 Where appropriate, Tandem Switching shall provide connectivity to transit traffic to and from other carriers.
- 4.2.3 Tandem Switching shall accept connections (including the necessary signaling and trunking interconnections) between end offices, other tandems, IXCs, ICOs, CAPs and CLEC switches.
- 4.2.4 Tandem Switching shall provide local tandeming functionality between two end offices including two offices belonging to different CLEC's (e.g., between a CLEC end office and the end office of another CLEC).
- 4.2.5 Tandem Switching shall preserve CLASS/LASS features and Caller ID as traffic is processed.
- 4.2.6 Tandem Switching shall record billable events and send them to the area billing centers designated by Pilgrim. Tandem Switching will provide recording of all billable events as jointly agreed to by Pilgrim and BellSouth.

- 4.2.7 Upon a reasonable request from Pilgrim, 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 Pilgrim.
- 4.2.8 BellSouth shall maintain Pilgrim's trunks and interconnections associated with Tandem Switching at least at parity to its own trunks and interconnections.
- 4.2.9 BellSouth shall control congestion points and network abnormalities. All traffic will be restricted in a non-discriminatory manner.
- 4.2.10 Selective Call Routing through the use of line class codes is not available through the use of tandem switching. Selective Call Routing through the use of line class codes is an end office capability only. Detailed primary and overflow routing plans for all interfaces available within BellSouth's switching network shall be mutually agreed to by Pilgrim and BellSouth.
- 4.2.11 Tandem Switching shall process originating toll-free traffic received from Pilgrim's local switch.
- 4.2.12 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.
- 4.2.13 Interface Requirements
- 4.2.13.1 Tandem Switching shall provide interconnection to the E911 PSAP where the underlying Tandem is acting as the E911 Tandem.
- 4.2.13.2 Tandem Switching shall interconnect, with direct trunks, to all carriers with which BellSouth interconnects.
- 4.2.13.3 BellSouth shall provide all signaling necessary to provide Tandem Switching with no loss of feature functionality.
- 4.2.13.4 Tandem Switching shall interconnect with Pilgrim's switch, using two-way trunks, for traffic that is transiting via BellSouth's network to interLATA or intraLATA carriers. At Pilgrim's request, Tandem Switching shall record and keep records of traffic for billing.
- 4.2.13.5 Tandem Switching shall provide an alternate final routing pattern for Pilgrim's traffic overflowing from direct end office high usage trunk groups.
- 4.2.13.6 Tandem Switching shall be equal or better than the requirements for Tandem Switching set forth in the applicable technical references.
- 4.3 **AIN Selective Carrier Routing for Operator Services, Directory Assistance and Repair Centers**

- 4.3.1 BellSouth will provide AIN Selective Carrier Routing at the request of Pilgrim. AIN Selective Carrier Routing will provide Pilgrim with the capability of routing operator calls, 0+ and 0- and 0+ NPA (LNPA) 555-1212 directory assistance, 1+411 directory assistance and 611 repair center calls to pre-selected destinations.
- 4.3.2 Pilgrim shall order AIN Selective Carrier Routing through its Account Team. AIN Selective Carrier Routing must first be established regionally and then on a per central office, per state basis.
- 4.3.3 AIN Selective Carrier Routing is not available in DMS 10 switches.
- 4.3.4 Where AIN Selective Carrier Routing is utilized by Pilgrim, the routing of Pilgrim's end user calls shall be pursuant to information provided by Pilgrim and stored in BellSouth's AIN Selective Carrier Routing Service Control Point database. AIN Selective Carrier Routing shall utilize a set of Line Class Codes (LCCs) unique to a basic class of service assigned on an 'as needed basis. The same LCCs will be assigned in each central office where AIN Selective Carrier Routing is established.
- 4.3.5 Upon ordering of AIN Selective Carrier Routing Regional Service, Pilgrim shall remit to BellSouth the Regional Service Order non-recurring charges set forth in Exhibit D of this Attachment. There shall be a non-recurring End Office Establishment Charge per office due at the addition of each central office where AIN Selective Carrier Routing will be utilized. Said non-recurring charge shall be as set forth in Exhibit D of this Attachment. For each Pilgrim end user activated, there shall be a non-recurring End User Establishment charge as set forth in Exhibit D of this Attachment, payable to BellSouth pursuant to the terms of the General Terms and Conditions, incorporated herein by this reference. Pilgrim shall pay the AIN Selective Carrier Routing Per Query Charge set forth in Exhibit D of this Attachment.
- 4.3.6 This Regional Service Order non-recurring charge will be non-refundable and will be paid with 1/2 coming up-front with the submission of all fully completed required forms, including: Regional Selective Carrier Routing (SCR) Order Request-Form A, Central Office AIN Selective Carrier Routing (SCR) Order Request - Form B, AIN_SCR Central Office Identification Form - Form C, AIN_SCR Routing Options Selection Form - Form D, and Routing Combinations Table - Form E. BellSouth has 30 days to respond to the client's fully completed firm order as a Regional Service Order. With the delivery of this firm order response to the client, BellSouth considers that the delivery schedule of this service commences. The remaining 1/2 of the Regional Service Order payment must be paid when at least 90% of the Central Offices listed on the original order have been turned up for the service.
- 4.3.7 The non-recurring End Office Establishment Charge will be billed to the client following our normal monthly billing cycle for this type of order.

- 4.3.8 End-User Establishment Orders will not be turned-up until the 2nd payment is received for the Regional Service Order. The non-recurring End-User Establishment Charges will be billed to the client following our normal monthly billing cycle for this type of order.
- 4.3.9 Additionally, the AIN Selective Carrier Routing Per Query Charge will be billed to the client following the normal billing cycle for per query charges.
- 4.3.10 All other network components needed, for example, unbundled switching and unbundled local transport, etc, will be billed according per contracted rates.

4.4 **Packet Switching Capability**

4.4.1 Definition

Packet Switching Capability. The packet switching capability network element is defined as the basic packet switching function of routing or forwarding packets, frames, cells or other data units based on address or other routing information contained in the packets, frames, cells or other data units, and the functions that are performed by Digital Subscriber Line Access Multiplexers, including but not limited to:

- 4.4.2 The ability to terminate copper customer loops (which includes both a low band voice channel and a high-band data channel, or solely a data channel);
- 4.4.3 The ability to forward the voice channels, if present, to a circuit switch or multiple circuit switches;
- 4.4.4 The ability to extract data units from the data channels on the loops, and
- 4.4.5 The ability to combine data units from multiple loops onto one or more trunks connecting to a packet switch or packet switches.
- 4.4.6 BellSouth shall be required to provide non-discriminatory access to unbundled packet switching capability only where each of the following conditions are satisfied:
- 4.4.6.1 BellSouth has deployed digital loop carrier systems, including but not limited to, integrated digital loop carrier or universal digital loop carrier systems; or has deployed any other system in which fiber optic facilities replace copper facilities in the distribution section (e.g., end office to remote terminal, pedestal or environmentally controlled vault);
- 4.4.6.2 There are no spare copper loops capable of supporting the xDSL services Pilgrim seeks to offer;
- 4.4.6.3 BellSouth has not permitted Pilgrim to deploy a Digital Subscriber Line Access Multiplexer at the remote terminal, pedestal or environmentally controlled vault

or other interconnection point, nor has the Pilgrim obtained a virtual collocation arrangement at these sub-loop interconnection points as defined by 47 C.F.R. § 51.319 (b); and

4.4.6.4 BellSouth has deployed packet switching capability for its own use.

4.4.7 If there is a dispute as to whether BellSouth must provide Packet Switching , such dispute will be resolved according to the dispute resolution process set forth in Section 12 of the General Terms and Conditions of this Agreement, incorporated herein by this reference.

4.6 **Interoffice Transmission Facilities**

BellSouth shall provide nondiscriminatory access, in accordance with FCC Rule 51.311 and Section 251(c)(3) of the Act, to interoffice transmission facilities on an unbundled basis to Pilgrim for the provision of a telecommunications service.

4.7 **Rates**

The prices that Pilgrim shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit D to this Attachment.

4.8 **Operational Support Systems (OSS)**

The terms, conditions and rates for OSS are as set forth in Section 2 of this Attachment.

5. **Unbundled Network Element Combinations**

5.1. Unbundled Network Element Combinations shall include: 1) Enhanced Extended Links (EELs) 2) UNE Loops/Special Access Combinations 3) Loop/Port Combinations and 4) Transport Combinations.

5.2. For purposes of this Section, references to “Currently Combined” network elements shall mean that such network elements are in fact already combined by BellSouth in the BellSouth network to provide service to a particular end user at a particular location.

5.3. **EELs**

5.3.1 Where facilities permit and where necessary to comply with an effective FCC and/or State Commission order, or as otherwise mutually agreed by the Parties, BellSouth shall offer access to loop and transport combinations, also known as the Enhanced Extended Link (“EEL”) as defined in Section 5.3.2 below.

5.3.2 Subject to Section 5.3.3 below, BellSouth will provide access to the EEL in the combinations set forth in Section 5.3.4 following. This offering is intended to provide connectivity from an end user’s location through that end user’s SWC to

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Pilgrim's POP serving wire center. The circuit must be connected to Pilgrim's switch for the purpose of provisioning telephone exchange service to Pilgrim's end-user customers. The EEL will be connected to Pilgrim's facilities in Pilgrim's collocation space at the POP SWC, or Pilgrim may purchase BellSouth's access facilities between Pilgrim's POP and Pilgrim's collocation space at the POP SWC.

5.3.3 BellSouth shall provide EEL combinations to Pilgrim in Georgia regardless of whether or not such EELs are Currently Combined. In all other states, BellSouth shall make available to Pilgrim those EEL combinations described in Section 5.3.4 below only to the extent such combinations are Currently Combined. Furthermore, BellSouth will make available EEL combinations to Pilgrim in density Zone 1, as defined in 47 C.F.R. 69.123 as of January 1, 1999, in the Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA, MSAs regardless of whether or not such EELs are Currently Combined. Except as stated above, EELs will be provided to Pilgrim only to the extent such network elements are Currently Combined.

5.3.4 EEL Combinations

- 5.3.4.1 DS1 Interoffice Channel + DS1 Channelization + 2-wire VG Local Loop
- 5.3.4.2 DS1 Interoffice Channel + DS1 Channelization + 4-wire VG Local Loop
- 5.3.4.3 DS1 Interoffice Channel + DS1 Channelization + 2-wire ISDN Local Loop
- 5.3.4.4 DS1 Interoffice Channel + DS1 Channelization + 4-wire 56 kbps Local Loop
- 5.3.4.5 DS1 Interoffice Channel + DS1 Channelization + 4-wire 64 kbps Local Loop
- 5.3.4.6 DS1 Interoffice Channel + DS1 Local Loop
- 5.3.4.7 DS3 Interoffice Channel + DS3 Local Loop
- 5.3.4.8 STS-1 Interoffice Channel + STS-1 Local Loop
- 5.3.4.9 DS3 Interoffice Channel + DS3 Channelization + DS1 Local Loop
- 5.3.4.10 STS-1 Interoffice Channel + DS3 Channelization + DS1 Local Loop
- 5.3.4.11 2-wire VG Interoffice Channel + 2-wire VG Local Loop
- 5.3.4.12 4wire VG Interoffice Channel + 4-wire VG Local Loop
- 5.3.4.13 4-wire 56 kbps Interoffice Channel + 4-wire 56 kbps Local Loop
- 5.3.4.14 4-wire 64 kbps Interoffice Channel + 4-wire 64 kbps Local Loop

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- 5.3.5 EEL combinations for DS1 level and above will be available only when Pilgrim provides and handles at least one third of the end user's local traffic over the facility provided. In addition, on the DS1 loop portion of the combination, at least fifty (50) percent of the activated channels must have at least five (5) percent local voice traffic individually and, for the entire DS1 facility, at least ten (10) percent of the traffic must be local voice traffic.
- 5.3.6 When combinations of loop and transport network elements include multiplexing, each of the individual DS1 circuits must meet the above criteria.
- 5.3.7 Special Access Service Conversions
- 5.3.7.1 Pilgrim may not convert special access services to combinations of loop and transport network elements, whether or not Pilgrim self-provides its entrance facilities (or obtains entrance facilities from a third party), unless Pilgrim uses the combination to provide a significant amount of local exchange service, in addition to exchange access service, to a particular customer. To the extent Pilgrim requests to convert any special access services to combinations of loop and transport network elements at UNE prices, Pilgrim shall provide to BellSouth a letter certifying that Pilgrim is providing a significant amount of local exchange service (as described in this Section) over such combinations. The certification letter shall also indicate under what local usage option Pilgrim seeks to qualify for conversion of special access circuits. Pilgrim shall be deemed to be providing a significant amount of local exchange service over such combinations if one of the following options is met:
- 5.3.7.1.1 Pilgrim certifies that it is the exclusive provider of an end user's local exchange service. The loop-transport combinations must terminate at Pilgrim's collocation arrangement in at least one BellSouth central office. This option does not allow loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, Pilgrim is the end user's only local service provider, and thus, is providing more than a significant amount of local exchange service. Pilgrim can then use the loop-transport combinations that serve the end user to carry any type of traffic, including using them to carry 100 percent interstate access traffic; or
- 5.3.7.1.2 Pilgrim certifies that it provides local exchange and exchange access service to the end user customer's premises and handles at least one third of the end user customer's local traffic measured as a percent of total end user customer local dialtone lines; and for DS1 circuits and above, at least 50 percent of the activated channels on the loop portion of the loop-transport combination have at least 5 percent local voice traffic individually, and the entire loop facility has at least 10 percent local voice traffic. When a loop-transport combination includes multiplexing, each of the individual DS1 circuits must meet this criteria. The loop-transport combination must terminate at Pilgrim's collocation arrangement in at least one BellSouth central office. This option does not allow loop-transport combinations to be connected to BellSouth tariffed services; or

- 5.3.7.1.3 Pilgrim certifies that at least 50 percent of the activated channels on a circuit are used to provide originating and terminating local dialtone service and at least 50 percent of the traffic on each of these local dialtone channels is local voice traffic, and that the entire loop facility has at least 33 percent local voice traffic. When a loop-transport combination includes multiplexing, each of the individual DS1 circuits must meet this criteria. This option does not allow loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, collocation is not required. Pilgrim does not need to provide a defined portion of the end user's local service, but the active channels on any loop-transport combination, and the entire facility, must carry the amount of local exchange traffic specified in this option.
- 5.3.7.2 In addition, there may be extraordinary circumstances where Pilgrim is providing a significant amount of local exchange service, but does not qualify under any of the three options set forth in Section 5.3.7.1. In such case, Pilgrim may petition the FCC for a waiver of the local usage options set forth in the June 2, 2000 Order. If a waiver is granted, then upon Pilgrim's request the Parties shall amend this Agreement to the extent necessary to incorporate the terms of such waiver for such extraordinary circumstance.
- 5.3.7.3 BellSouth may at its sole discretion audit Pilgrim records in order to verify the type of traffic being transmitted over combinations of loop and transport network elements. The audit shall be conducted by a third party independent auditor, and Pilgrim shall be given thirty days written notice of scheduled audit. Such audit shall occur no more than one time in a calendar year, unless results of an audit find noncompliance with the significant amount of local exchange service requirement. In the event of noncompliance, Pilgrim shall reimburse BellSouth for the cost of the audit. If, based on its audits, BellSouth concludes that Pilgrim is not providing a significant amount of local exchange traffic over the combinations of loop and transport network elements, BellSouth may file a complaint with the appropriate Commission, pursuant to the dispute resolution process as set forth in the Interconnection Agreement. In the event that BellSouth prevails, BellSouth may convert such combinations of loop and transport network elements to special access services and may seek appropriate retroactive reimbursement from Pilgrim.
- 5.3.8 Rates
- 5.3.8.1 Georgia
- 5.3.8.2 The non-recurring and recurring rates for the EEL Combinations of network elements set forth in 5.3.4 whether Currently Combined or new, are as set forth in Exhibit D of this Amendment.
- 5.3.8.3 On an interim basis, for combinations of loop and transport network elements not set forth in Section 5.3.4, where the elements are not Currently Combined but are ordinarily combined in BellSouth's network, the non-recurring and recurring charges for such UNE combinations shall be the sum of the stand-alone non-

recurring and recurring charges of the network elements which make up the combination. These interim rates shall be subject to true-up based on the Commission's review of BellSouth's cost studies.

5.3.8.4 To the extent that Pilgrim seeks to obtain other combinations of network elements that BellSouth ordinarily combines in its network which have not been specifically priced by the Commission when purchased in combined form, Pilgrim, at its option, can request that such rates be determined pursuant to the Bona Fide Request/New Business Request (NBR) process set forth in this Agreement.

5.3.8.5 All Other States

5.3.8.5.1 Subject to Section 5.3.2 and 5.3.3 preceding, for all other states, the non-recurring and recurring rates for the Currently Combined EEL combinations set forth in Section 5.3.4 and other Currently Combined network elements will be the sum of the recurring rates for the individual network elements plus a non recurring charge set forth in Exhibit D of this Attachment.

5.3.8.6 Multiplexing

5.3.8.6.1 Where multiplexing functionality is required in connection with loop and transport combinations, such multiplexing will be provided at the rates and on the terms set forth in this Agreement.

5.4 **Other Network Element Combinations**

5.4.1.1 In the state of Georgia, BellSouth shall make available to Pilgrim, in accordance with Section 5.4.2.1 below: (1) combinations of network elements other than EELs that are Currently Combined; and (2) combinations of network elements other than EELs that are not Currently Combined but that BellSouth ordinarily combines in its network. In all other states, BellSouth shall make available to Pilgrim, in accordance with Section 5.4.2.2 below, combinations of network elements other than EELs only to the extent such combinations are Currently Combined.

5.4.2 Rates

5.4.2.1 Georgia

5.4.2.1.1 The non-recurring and recurring rates for Other Network Element combinations, whether Currently Combined or new, are as set forth in Exhibit D of this Attachment.

5.4.2.1.2 On an interim basis, for Other Network Element combinations where the elements are not Currently Combined but are ordinarily combined in BellSouth's network, the non-recurring and recurring charges for such UNE combinations shall be the sum of the stand-alone non-recurring and recurring charges of the network

elements which make up the combination. These interim rates shall be subject to true-up based on the Commission's review of BellSouth's cost studies.

5.4.2.1.3 To the extent that Pilgrim seeks to obtain other combinations of network elements that BellSouth ordinarily combines in its network which have not been specifically priced by the Commission when purchased in combined form, Pilgrim, at its option, can request that such rates be determined pursuant to the Bona Fide Request/New Business Request (NBR) process set forth in this Agreement.

5.4.2.2 All Other States

5.4.2.2.1 For all other states, the non-recurring and recurring rates for the Other Network Element Combinations that are Currently Combined will be the sum of the recurring rates for the individual network elements plus a non recurring charge set forth in Exhibit D of this Attachment.

5.5 **UNE/Special Access Combinations**

5.5.1 Additionally, BellSouth shall make available to Pilgrim a combination of an unbundled loop and tariffed special access interoffice facilities. To the extent Pilgrim will require multiplexing functionality in connection with such combination, BellSouth will provide access to multiplexing within the central office pursuant to the terms, conditions and rates set forth in its Access Services Tariffs. The tariffed special access interoffice facilities and any associated tariffed services, including but not limited to multiplexing, shall not be eligible for conversion to UNEs as described in Section 5.3.7.

5.5.2 Rates

5.5.2.1 The non-recurring and recurring rates for UNE/Special Access Combinations will be the sum of the unbundled loop rates as set forth in Exhibit D and the interoffice transport rates and multiplexing rates as set forth in the Access Services Tariff.

5.6 **Port/Loop Combinations**

5.6.1 At Pilgrim's request, BellSouth shall provide access to combinations of port and loop network elements, as set forth in Section 5.6.3 below, that are Currently Combined in BellSouth's network except as specified in Sections 5.6.1.1 and 5.6.1.2 below.

5.6.1.1 BellSouth shall not provide combinations of port and loop network elements on an unbundled basis in locations where, pursuant to FCC rules, BellSouth is not required to provide circuit switching as an unbundled network element.

5.6.1.2 In accordance with effective and applicable FCC rules, BellSouth shall not be required to provide circuit switching as an unbundled network element in density Zone 1, as defined in 47 C.F.R. 69.123 as of January 1, 1999 of the Atlanta, GA;

Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA, MSAs to Pilgrim if Pilgrim's customer has 4 or more DS0 equivalent lines.

- 5.6.2 Combinations of port and loop network elements provide local exchange service for the origination or termination of calls. BellSouth shall make available the following loop and port combinations at the terms and at the rates set forth below:
- 5.6.2.1 In Georgia, BellSouth shall provide to Pilgrim combinations of port and loop network elements to Pilgrim on an unbundled basis regardless of whether or not such combinations are Currently Combined except in those locations where BellSouth is not required to provide circuit switching, as set forth in Section 5.6.1.2 above. The rates for such combinations shall be the cost based rates set forth in Exhibit D of this Attachment.
- 5.6.2.2 In all other states, BellSouth shall provide to Pilgrim combinations of port and loop network elements on an unbundled basis if such combinations are Currently Combined, except in those locations where BellSouth is not required to provide unbundled circuit switching, as forth in Sections 5.6.1.1 and 5.6.1.2 above. The rates for such combinations shall be the cost based rates set forth in Exhibit D of this Attachment.
- 5.6.2.3 In all states other than Georgia, except in those locations where BellSouth is not required to provide unbundled circuit switching, as set forth in Sections 5.6.1.1 and 5.6.1.2, BellSouth shall provide to Pilgrim combinations of port and loop network elements that are not Currently Combined. The rate for such combinations shall be negotiated by the Parties.
- 5.6.2.4 In those locations where BellSouth is not required to provide unbundled circuit switching, as set forth in Sections 5.6.1.1 and 5.6.1.2, BellSouth shall provide to Pilgrim combinations of port and loop network elements whether or not such combinations are Currently Combined. The rates for Currently Combined combinations are the market based rates as set forth in Exhibit D. The rates for not Currently Combined combinations shall be negotiated by the Parties.
- 5.6.3 Combination Offerings
- 5.6.3.1 2-wire voice grade port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 5.6.3.2 2-wire voice grade DID port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

- 5.6.3.3 2-wire CENTREX port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 5.6.3.4 2-wire ISDN Basic Rate Interface, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 5.6.3.5 2-wire ISDN Primary Rate Interface, DS1 loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 5.6.3.6 4-wire DS1 Trunk port, DS1 Loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

6. **Transport, Channelization and Dark Fiber**

All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of unbundled transport and dark fiber.

6.1 **Transport**

6.1.1 Interoffice transmission facility network elements include:

6.1.1.1 Dedicated transport, defined as BellSouth's transmission facilities, is dedicated to a particular customer or carrier that provides telecommunications between wire centers or switches owned by BellSouth, or between wire centers and switches owned by BellSouth and Pilgrim.

6.1.1.2 Dark Fiber transport, defined as BellSouth's optical transmission facilities without attached signal regeneration, multiplexing, aggregation or other electronics;

6.1.1.3 Common (Shared) transport, defined as transmission facilities shared by more than one carrier, including BellSouth, between end office switches, between end office switches and tandem switches, and between tandem switches, in BellSouth's network.

6.2 BellSouth shall:

6.2.1 Provide Pilgrim exclusive use of interoffice transmission facilities dedicated to a particular customer or carrier, or shared use of the features, functions, and capabilities of interoffice transmission facilities shared by more than one customer or carrier;

- 6.2.2 Provide all technically feasible transmission facilities, features, functions, and capabilities that Pilgrim could use to provide telecommunications services;
- 6.2.3 Permit, to the extent technically feasible, Pilgrim to connect such interoffice facilities to equipment designated by Pilgrim, including but not limited to, Pilgrim's collocated facilities; and
- 6.2.4 Permit, to the extent technically feasible, Pilgrim to obtain the functionality provided by BellSouth's digital cross-connect systems in the same manner that BellSouth provides such functionality to interexchange carriers.
- 6.3 **Common (Shared) Transport**
- 6.3.1 Definition of Common (Shared) Transport
- 6.3.1.1 Common (Shared) Transport is an interoffice transmission path between two BellSouth end-offices, BellSouth end-office and a local tandem, or between two local tandems. 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 (Shared) Transport. Common (Shared) Transport consists of BellSouth inter-office transport facilities and is unbundled from local switching.
- 6.3.2 Technical Requirements of Common (Shared) Transport
- 6.3.2.1 Common (Shared) 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 appropriate industry standards.
- 6.3.2.2 Common (Shared) Transport provided on DS3 circuits, STS-1 circuits, and higher transmission bit rate circuits, shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for CO to CO connections in the appropriate industry standards.
- 6.3.2.3 BellSouth shall be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide Common (Shared) Transport.
- 6.3.2.4 At a minimum, Common (Shared) Transport shall meet all of the requirements set forth in the applicable industry standard technical references.
- 6.4 **Dedicated Transport**
- 6.4.1 Definitions
- 6.4.2 Dedicated Transport is defined as BellSouth transmission facilities dedicated to a particular customer or carrier that provide telecommunications between wire

centers owned by BellSouth or requesting telecommunications carriers, or between switches owned by BellSouth or requesting telecommunications carriers.

6.4.3 Unbundled Local Channel

6.4.4 Unbundled Local Channel is the dedicated transmission path between Pilgrim's Point of Presence and the BellSouth Serving Wire Center's collocation.

6.4.5 Unbundled Interoffice Channel.

6.4.6 Unbundled Interoffice Channel is the dedicated transmission path that provides telecommunication between BellSouth's Serving Wire Centers' collocations.

6.4.7 BellSouth shall offer Dedicated Transport in each of the following ways:

6.4.7.1 As capacity on a shared UNE facility.

6.4.7.2 As a circuit (e.g., DS0, DS1, DS3) dedicated to Pilgrim. This circuit shall consist of an Unbundled Local Channel or an Unbundled Interoffice Channel or both.

6.4.8 When Dedicated Transport is provided it shall include:

6.4.8.1 Transmission equipment such as, line terminating equipment, amplifiers, and regenerators;

6.4.8.2 Inter-office transmission facilities such as optical fiber, copper twisted pair, and coaxial cable.

6.4.9 Rates for Dedicated Transport are listed in this Attachment. For those states that do not contain rates in this Attachment the rates in the applicable State Access Tariff will apply as interim rates. When final rates are developed, these interim rates will be subject to true up, and the Parties will amend the Agreement to reflect the new rates.

6.4.10 Technical Requirements

6.4.10.1 This Section sets forth technical requirements for all Dedicated Transport.

6.4.10.2 When BellSouth provides Dedicated Transport, the entire designated transmission service (e.g., DS0, DS1, DS3) shall be dedicated to Pilgrim designated traffic.

6.4.10.3 BellSouth shall offer Dedicated Transport in all technologies that become available including, but not limited to, (1) DS0, DS1 and DS3 transport services, and (2) SONET at available transmission bit rates.

6.4.10.4 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 appropriate industry standards.

- 6.4.10.5 Where applicable, for DS3, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for CI to CO connections in the appropriate industry standards.
- 6.4.10.6 BellSouth shall offer the following interface transmission rates for Dedicated Transport:
 - 6.4.10.6.1 DS0 Equivalent;
 - 6.4.10.6.2 DS1 (Extended SuperFrame - ESF);
 - 6.4.10.6.3 DS3 (signal must be framed);
 - 6.4.10.6.4 SDH (Synchronous Digital Hierarchy) Standard interface rates in accordance with International Telecommunications Union (ITU) Recommendation G.707 and Plesiochronous Digital Hierarchy (PDH) rates per ITU Recommendation G.704.
 - 6.4.10.6.5 When Dedicated Transport is provided, BellSouth shall design it according to BellSouth’s network infrastructure to allow for the termination points specified by Pilgrim.
- 6.4.11 At a minimum, Dedicated Transport shall meet each of the requirements set forth in the applicable industry technical references.
 - 6.4.11.1 BellSouth Technical References:
 - 6.4.11.2 TR-TSY-000191 Alarm Indication Signals Requirements and Objectives, Issue 1, May 1986.
 - 6.4.11.3 TR 73501 LightGate[®] Service Interface and Performance Specifications, Issue D, June 1995.
 - 6.4.11.4 TR 73525 MegaLink[®] Service, MegaLink Channel Service & MegaLink Plus Service Interface and Performance Specifications, Issue C, May 1996.
 - 6.4.12 Provided that the facility is used to transport a significant amount of local exchange services Pilgrim shall be entitled to convert existing interoffice transmission facilities (i.e., special access) to the corresponding interoffice transport network element option.
- 6.5 **Unbundled Channelization**
 - 6.5.1 BellSouth agrees to offer access to Unbundled Channelization when available pursuant to following terms and conditions and at the rates set forth in the

Attachment. Channelization will be offered with both the high and the low speed sides to be connected to collocation.

6.5.2 Definition

6.5.2.1 Unbundled Channelization (UC) provides the multiplexing capability that will allow a DS1 (1.544 Mbps) or DS3 (44.736 Mbps) or STS-1 Unbundled Network Element (UNE) or collocation cross-connect to be multiplexed or channelized at a BellSouth central office. This can be accomplished through the use of a stand-alone multiplexer or a digital cross-connect system at the discretion of BellSouth. Once UC has been installed, Pilgrim can have channels activated on an as-needed basis by having BellSouth connect lower level UNEs via Central Office Channel Interfaces (COICs).

6.5.3 Channelization capabilities will be as follows:

6.5.3.1 DS3 Channelization System: An element that channelizes a DS3 signal into 28 DS1s/STS-1s.

6.5.3.2 DS1 Channelization System: An element that channelizes a DS1 signal into 24 DS0s.

6.5.3.3 Central Office Channel Interfaces (COIC): Elements that can be activated on a channelization system.

6.5.4 DS1 Central Office Channel Interface elements can be activated on a DS3 Channelization System.

6.5.5 Voice Grade and Digital Data Central Office Channel Interfaces can be activated on a DS1 Channelization System.

6.5.6 AMI and B8ZS line coding with either Super Frame (SF) and Extended Super Frame (ESF) framing formats will be supported as options.

6.5.7 COIC will be billed on the lower level UNE order that is interfacing with the UC arrangement and will have to be compatible with those UNEs.

6.5.8 Technical Requirements

6.5.8.1 In order to assure proper operation with BST provided central office multiplexing functionality, the customer's channelization equipment must adhere strictly to form and protocol standards. Separate standards exist for the multiplex channel bank, for voice frequency encoding, for various signaling schemes, and for subrate digital access.

6.5.8.2 DS0 to DS1 Channelization

- 6.5.8.2.1 The DS1 signal must be framed utilizing the framing structure defined in ANSI T1.107, *Digital Hierarchy Formats Specifications* and ANSI T1.403.02, *DS1 Robbed-bit Signaling State Definitions*. DS0 to DS1 Channelization requirements are essentially the same as defined in BellSouth Technical Reference 73525, *MegaLink® Service, MegaLink® Channel Service, MegaLink® Plus Service, and MegaLink® Light Service Interface and Performance Specification*.
- 6.5.8.3 DS1 to DS3 Channelization
- 6.5.8.3.1 The DS3 signal must be framed utilizing the framing structure define in ANSI T1.107, *Digital Hierarchy Formats Specifications*. DS1 to DS3 Channelization requirements are essentially the same as defined in BellSouth Technical Reference 73501, *LightGate® Service Interface and Performance Specifications*. The asynchronous M13 multiplex format (combination of M12 and M23 formats) is specified for terminal equipment that multiplexes 28 DS1s into a DS3.
- 6.5.8.4 DS1 to STS Channelization
- 6.5.8.4.1 The STS-1 signal must be framed utilizing the framing structure define in ANSI T1.105, *Synchronous Optical Network (SONET) – Basic Description Including Multiplex Structure, Rates and Formats* and T1.105.02, *Synchronous Optical Network (SONET) – Payload Mappings*. DS1 to STS Channelization requirements are essentially the same as defined in BellSouth Technical Reference TR 73501, *LightGate® Service Interface and Performance Specifications*
- 6.6 **Dark Fiber**
- 6.6.1 Definition
- 6.6.2 Dark Fiber is optical transmission facilities without attached multiplexing, aggregation or other electronics that connects two points within BellSouth's network. Dark Fiber is unused strands of optical fiber. It may be strands of optical fiber existing in aerial or underground structure. No line terminating elements terminated to such strands to operationalize its transmission capabilities will be available.
- 6.6.3 Requirements
- 6.6.3.1 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. If BellSouth has plans to use the fiber within a two-year period, there is no requirement to provide said fiber to Pilgrim.
- 6.6.3.2 If the requested dark fiber has any lightwave repeater equipment interspliced to it, BellSouth will remove such equipment at Pilgrim's request subject to time and materials charges.

- 6.6.3.3 Pilgrim may test the quality of the Dark Fiber to confirm its usability and performance specifications.
- 6.6.3.4 BellSouth shall use its best efforts to provide to Pilgrim 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 Pilgrim ("Request"). Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber ("Confirmation"). From the time of the Request to forty-five (45) days after Confirmation, BellSouth shall hold such requested Dark Fiber for Pilgrim's use and may not allow any other party to use such media, including BellSouth.
- 6.6.3.5 BellSouth shall use its best efforts to make Dark Fiber available to Pilgrim within thirty (30) business days after it receives written confirmation from Pilgrim that the Dark Fiber previously deemed available by BellSouth is wanted for use by Pilgrim. This includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX) or splice points) to enable Pilgrim to connect or splice Pilgrim provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber.
- 6.6.3.6 Dark Fiber shall meet the manufacturer's design specifications.
- 6.6.3.7 Pilgrim may splice and test Dark Fiber obtained from BellSouth using Pilgrim or Pilgrim 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.

6.7 **Rates**

- 6.7.1 The prices that Pilgrim shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit D to this Attachment.

6.8 **Operational Support Systems (OSS)**

The terms, conditions and rates for OSS are as set forth in Section 2 of this Attachment.

7. **BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service**

All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of 8XX Access Ten Digit Screening Services.

- 7.1 BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service database
- 7.1.1 The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service database (herein known as 8XX SCP) is a SCP that contains customer record information and functionality to provide call-handling instructions for 8XX calls. The 8XX

SCP IN software stores data downloaded from the national SMS and provides the routing instructions in response to queries from the SSP or tandem. The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service (herein know as 8XX TFD), utilizes the 8XX SCP to provide identification and routing of the 8XX calls, based on the ten digits dialed. 8XX TFD is provided with or without POTS number delivery, dialing number delivery, and other optional complex features as selected by Pilgrim. BellSouth shall provide 8XX TFD in accordance with the following:

7.1.2 Technical Requirements

7.1.2.1 BellSouth shall provide Pilgrim with access to the 8XX record information located in the 8XX SCP. The 8XX SCP contains current records as received from the national SMS and will provide for routing 8XX originating calls based on the dialed ten digit 8XX number.

7.1.2.2 The 8XX SCP is designated to receive and respond to queries using the American National Standard Specification of Signaling System Seven (SS7) protocol. The 8XX SCP shall determine the carrier identification based on all ten digits of the dialed number and route calls to the carrier, POTS number, dialing number and/or other optional feature selected by Pilgrim.

7.1.2.3 The SCP shall also provide, at Pilgrim's option, such additional feature as described in SR-TSV-002275 (BOC Notes on BellSouth Networks, SR-TSV-002275, Issue 2, (Telcordia (formerly BellCore), April 1994)) as are available to BellSouth. These may include but are not limited to:

7.1.2.3.1 Network Management;

7.1.2.3.2 Customer Sample Collection; and

7.1.2.3.3 Service Maintenance.

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

7.2.1 The ALI/DMS Database contains end user information (including name, address, telephone information, and sometimes special information from the local service provider or end user) 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. BellSouth shall provide the Emergency Services Database in accordance with the following:

7.2.2 **Technical Requirements**

7.2.2.1 BellSouth shall offer Pilgrim a data link to the ALI/DMS database or permit Pilgrim to provide its own data link to the ALI/DMS database. BellSouth shall provide error reports from the ALI/DMS database to Pilgrim immediately after Pilgrim inputs information into the ALI/DMS database. Alternately, Pilgrim may

utilize BellSouth, to enter end user information into the data base on a demand basis, and validate end user information on a demand basis.

- 7.2.2.2 The ALI/DMS database shall contain the following end user information:
 - 7.2.2.2.1 Name;
 - 7.2.2.2.2 Address;
 - 7.2.2.2.3 Telephone number; and
 - 7.2.2.2.4 Other information as appropriate (e.g., whether a end user is blind or deaf or has another disability).
- 7.2.2.3 When BellSouth is responsible for administering the ALI/DMS database in its entirety, ported number NXXs entries for the ported numbers should be maintained unless Pilgrim requests otherwise and shall be updated if Pilgrim requests, provided Pilgrim supplies BellSouth with the updates.
- 7.2.2.4 When Remote Call Forwarding (RCF) is used to provide number portability to the local end user 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.
- 7.2.2.5 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.
- 7.2.3 Interface Requirements

The interface between the E911 Switch or Tandem and the ALI/DMS database for Pilgrim end users shall meet industry standards.

7.3 **Rates**

The prices that Pilgrim shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit D to this Attachment.

8 **Line Information Database (LIDB)**

- 8.1 All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of LIDB.
- 8.2 BellSouth will store in its LIDB only records relating to service in the BellSouth region. The LIDB Storage Agreement is included in this Attachment.

8.2.1 Definition

8.2.2 The Line Information Database (LIDB) is a transaction-oriented database accessible through Common Channel Signaling (CCS) networks. It contains records associated with end user Line Numbers and Special Billing Numbers. 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's CCS network and other CCS networks. LIDB also interfaces to administrative systems.

8.2.3 Technical Requirements

8.2.4 BellSouth will offer to Pilgrim any additional capabilities that are developed for LIDB during the life of this Agreement.

8.2.4.1 BellSouth shall process Pilgrim's Customer records in LIDB at least at parity with BellSouth customer records, with respect to other LIDB functions. BellSouth shall indicate to Pilgrim what additional functions (if any) are performed by LIDB in the BellSouth network.

8.2.4.2 Within two (2) weeks after a request by Pilgrim, BellSouth shall provide Pilgrim with a list of the customer data items, which Pilgrim 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.

8.2.4.3 BellSouth shall provide LIDB systems for which operating deficiencies that would result in calls being blocked shall not exceed 30 minutes per year.

8.2.4.4 BellSouth shall provide LIDB systems for which operating deficiencies that would not result in calls being blocked shall not exceed 12 hours per year.

8.2.4.5 BellSouth shall provide LIDB systems for which the LIDB function shall be in overload no more than 12 hours per year.

8.2.4.6 All additions, updates and deletions of Pilgrim data to the LIDB shall be solely at the direction of Pilgrim. Such direction from Pilgrim will not be required where the addition, update or deletion is necessary to perform standard fraud control measures (e.g., calling card auto-deactivation).

8.2.4.7 BellSouth shall provide priority updates to LIDB for Pilgrim data upon Pilgrim'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.

- 8.2.4.8 BellSouth shall provide LIDB systems such that no more than 0.01% of Pilgrim customer records will be missing from LIDB, as measured by Pilgrim audits. BellSouth will audit Pilgrim records in LIDB against DBAS to identify record mismatches and provide this data to a designated Pilgrim contact person to resolve the status of the records and BellSouth will update system appropriately. BellSouth will refer record of mis-matches to Pilgrim within one business day of audit. Once reconciled records are received back from Pilgrim, 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 Pilgrim to negotiate a time frame for the updates, not to exceed three business days.
- 8.2.4.9 BellSouth shall perform backup and recovery of all of Pilgrim'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.
- 8.2.4.10 BellSouth shall provide Pilgrim with LIDB reports of data, which are missing or contain errors, as well as any misrouted errors, within a reasonable time period as negotiated between Pilgrim and BellSouth.
- 8.2.4.11 BellSouth shall prevent any access to or use of Pilgrim 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 Pilgrim in writing.
- 8.2.4.12 BellSouth shall provide Pilgrim 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, for Customer Data that is part of an NPA-NXX or RAO-0/1XX wholly or partially owned by Pilgrim at least at parity with BellSouth Customer Data. BellSouth shall obtain from Pilgrim the screening information associated with LIDB Data Screening of Pilgrim 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 Pilgrim under the Bona Fide Request/New Business Process as set forth in General Terms and Conditions.
- 8.2.4.13 BellSouth shall accept queries to LIDB associated with Pilgrim customer records, and shall return responses in accordance with industry standards.
- 8.2.4.14 BellSouth shall provide mean processing time at the LIDB within 0.50 seconds under normal conditions as defined in industry standards.
- 8.2.4.15 BellSouth shall provide processing time at the LIDB within 1 second for 99% of all messages under normal conditions as defined in industry standards.

8.2.5 Interface Requirements

8.2.6 BellSouth shall offer LIDB in accordance with the requirements of this subsection.

8.2.6.1 The interface to LIDB shall be in accordance with the technical references contained within.

8.2.6.2 The CCS interface to LIDB shall be the standard interface described herein.

8.2.6.3 The LIDB Data Base interpretation of the ANSI-TCAP messages shall comply with the technical reference herein. Global Title Translation shall be maintained in the signaling network in order to support signaling network routing to the LIDB.

8.3 **Rates**

The prices that Pilgrim shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit D to this Attachment.

9. **Signaling**

9.1 All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of Signaling Transport Services.

9.2 BellSouth agrees to offer access to signaling and access to BellSouth's signaling databases subject to compatibility testing and at the rates set forth in this Attachment. BellSouth may provide mediated access to BellSouth signaling systems and databases. Available signaling elements include signaling links, signal transfer points and service control points. Signaling functionality will be available with both A-link and B-link connectivity.

9.3 **Signaling Link Transport**

9.3.1 Definition Signaling Link Transport is a set of two or four dedicated 56 Kbps. transmission paths between CLEC-designated Signaling Points of Interconnection (SPOI) that provides appropriate physical diversity.

9.3.2 Technical Requirements

9.3.2.1 Signaling Link Transport shall consist of full duplex mode 56 kbps transmission paths.

9.3.3 Of the various options available, Signaling Link Transport shall perform in the following two ways:

9.3.3.1 As an "A-link" which is a connection between a switch or SCP and a home Signaling Transfer Point Switch (STP) pair; and

- 9.3.3.2 As a “B-link” which is a connection between two STP pairs in different company networks (e.g., between two STP pairs for two Competitive Local Exchange Carriers (CLECs)).
- 9.3.4 Signaling Link Transport shall consist of two or more signaling link layers as follows:
- 9.3.4.1 An A-link layer shall consist of two links.
- 9.3.4.2 A B-link layer shall consist of four links.
- 9.3.5 A signaling link layer shall satisfy a performance objective such that:
- 9.3.5.1 There shall be no more than two minutes down time per year for an A-link layer; and
- 9.3.5.2 There shall be negligible (less than 2 seconds) down time per year for a B-link layer.
- 9.3.5.3 A signaling link layer shall satisfy interoffice and intraoffice diversity of facilities and equipment, such that:
- 9.3.5.3.1 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
- 9.3.5.3.2 No two concurrent failures of facilities or equipment shall cause the failure of all four links in a B-link layer (i.e., the links should be provided on a minimum of three separate physical paths end-to-end).
- 9.3.5.4 Interface Requirements
- 9.3.5.4.1 There shall be a DS1 (1.544 Mbps) interface at the Pilgrim designated SPOIs. Each 56 kbps transmission path shall appear as a DS0 channel within the DS1 interface.
- 9.4 **Signaling Transfer Points (STPs)**
- 9.4.1 Definition - Signaling Transfer Points is a signaling network function that includes all of the capabilities provided by the signaling transfer point switches (STPs) and their associated signaling links which enable the exchange of SS7 messages among and between switching elements, database elements and signaling transfer point switches.
- 9.4.2 Technical Requirements
- 9.4.2.1 STPs shall provide access to Network Elements connected to BellSouth SS7 network. These include:

- 9.4.2.1.1 BellSouth Local Switching or Tandem Switching;
- 9.4.2.1.2 BellSouth Service Control Points/DataBases;
- 9.4.2.1.3 Third-party local or tandem switching;
- 9.4.2.1.4 Third-party-provided STPs.
- 9.4.2.2 The connectivity provided by STPs shall fully support the functions of all other Network Elements connected to the BellSouth SS7 network. This explicitly includes the use of the BellSouth SS7 network to convey messages which neither originate nor terminate at a signaling end point directly connected to the BellSouth SS7 network (i.e., transient messages). When the 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.
- 9.4.2.3 If a BellSouth tandem switch routes calling traffic, based on dialed or translated digits, on SS7 trunks between an Pilgrim local switch and third party local switch, the 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 Pilgrim local STPs and the STPs that provide connectivity with the third party local switch, even if the third party local switch is not directly connected to BellSouth STPs.
- 9.4.2.4 STPs shall provide all functions of the MTP as defined in the applicable industry standard technical references.
- 9.4.2.5 STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as defined in Telcordia (formerly 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 Pilgrim or third party local or tandem switching system directly connected to BellSouth SS7 network, BellSouth shall perform final GTT of messages to the destination and SCCP Subsystem Management of the destination. In all other cases, BellSouth 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. If BellSouth performs final GTT to a Pilgrim database, then Pilgrim agrees to provide BellSouth with the Destination Point Code for the Pilgrim database.
- 9.4.2.6 STPs shall provide on a non-discriminatory basis all functions of the OMAP commonly provided by STPs, as specified in the reference in Section 12 of this Attachment. All OMAP functions will be on a "where available" basis and can include:

- 9.4.2.6.1 MTP Routing Verification Test (MRVT); and
- 9.4.2.6.2 SCCP Routing Verification Test (SRVT).
- 9.4.2.7 In cases where the destination signaling point is a BellSouth local or tandem switching system or database, or is an Pilgrim 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 Pilgrim and BellSouth.
- 9.4.2.8 STPs shall be on parity with BellSouth.
- 9.4.2.9 SS7 Advanced Intelligent Network (AIN) Access
- 9.4.2.9.1 When technically feasible and upon request by Pilgrim, SS7 Access shall be made available in association with switching. SS7 AIN Access is the provisioning of AIN 0.1 triggers in an equipped BellSouth local switch and interconnection of the BellSouth SS7 network with the Pilgrim SS7 network to exchange TCAP queries and responses with an Pilgrim SCP.
- 9.4.2.9.2 SS7 AIN Access shall provide Pilgrim SCP access to BellSouth local switch in association with switching via interconnection of BellSouth SS7 and Pilgrim SS7 Networks. BellSouth shall offer SS7 access through its STPs. If BellSouth requires a mediation device on any part of its network specific to this form of access, BellSouth must route its messages in the same manner. The interconnection arrangement shall result in the BellSouth local switch recognizing the Pilgrim SCP as at least at parity with BellSouth's SCP's in terms of interfaces, performance and capabilities.
- 9.4.3 Interface Requirements
- 9.4.3.1 BellSouth shall provide the following STPs options to connect Pilgrim or Pilgrim-designated local switching systems or STPs to the BellSouth SS7 network:
- 9.4.3.1.1 An A-link interface from Pilgrim local switching systems; and,
- 9.4.3.1.2 A B-link interface from Pilgrim local STPs.
- 9.4.3.2 Each type of interface shall be provided by one or more sets (layers) of signaling links.
- 9.4.3.3 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 STP 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 Pilgrim local switching systems or STPs with BellSouth STPs as soon as these become approved ANSI standards and available capabilities of BellSouth STPs. BellSouth and Pilgrim will work jointly to establish mutually acceptable SPOIs.

- 9.4.3.4 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 B-links in a layer connecting to a BellSouth STP. BellSouth and Pilgrim will work jointly to establish mutually acceptable SPOIs.
- 9.4.3.5 STPs shall provide all functions of the MTP as defined in the applicable industry standard technical references.
- 9.4.3.6 Message Screening
 - 9.4.3.6.1 BellSouth shall set message screening parameters so as to accept valid messages from Pilgrim local or tandem switching systems destined to any signaling point within BellSouth's SS7 network where the Pilgrim switching system has a legitimate signaling relation.
 - 9.4.3.6.2 BellSouth shall set message screening parameters so as to pass valid messages from Pilgrim local or tandem switching systems destined to any signaling point or network accessed through BellSouth's SS7 network where the Pilgrim switching system has a legitimate signaling relation.
 - 9.4.3.6.3 BellSouth shall set message screening parameters so as to accept and pass/send valid messages destined to and from Pilgrim from any signaling point or network interconnected through BellSouth's SS7 network where the Pilgrim SCP has a legitimate signaling relation.
- 9.4.4 STPs shall be equal to or better than all of the requirements for STPs set forth in the applicable industry standard technical references.

9.5 **Service Control Points/Databases**

9.5.1 Definition

- 9.5.1.1 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, Calling Name Database, access to Service Creation Environment and Service Management System (SCE/SMS) application databases and Directory Assistance.

9.5.2 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.

9.5.3 Technical Requirements for SCPs/Databases

9.5.3.1 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 Pilgrim in accordance with the following requirements.

9.5.3.2 BellSouth shall provide physical access to SCPs through the SS7 network and protocols with TCAP as the application layer protocol.

9.5.3.3 BellSouth shall provide physical interconnection to databases via industry standard interfaces and protocols (e.g. SS7, ISDN and X.25).

9.5.3.4 The reliability of interconnection options shall be consistent with requirements for diversity and survivability.

9.5.4 Database Availability

9.5.4.1 Call processing databases shall have a maximum unscheduled unavailability 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.

9.5.4.2 The operational interface provided by BellSouth shall complete Database transactions (i.e., add, modify, delete) for Pilgrim customer records stored in BellSouth databases within 3 days, or sooner where BellSouth provisions its own customer records within a shorter interval.

9.6 **Local Number Portability Database**

9.6.1 Definition

9.6.2 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 access to the PNP database at rates, terms and conditions as set forth by BellSouth and in accordance with an effective FCC or Commission directive.

- 9.7 **SS7 Network Interconnection**
- 9.7.1 Definition.
- 9.7.2 SS7 Network Interconnection is the interconnection of Pilgrim local Signaling Transfer Point Switches (STP) and Pilgrim local or tandem switching systems with BellSouth STPs. This interconnection provides connectivity that enables the exchange of SS7 messages among BellSouth switching systems and databases (DBs), Pilgrim local or tandem switching systems, and other third-party switching systems directly connected to the BellSouth SS7 network.
- 9.7.3 Technical Requirements
- 9.7.3.1 SS7 Network Interconnection shall provide connectivity to all components of the BellSouth SS7 network. These include:
- 9.7.3.1.1 BellSouth local or tandem switching systems;
- 9.7.3.1.2 BellSouth DBs; and
- 9.7.3.1.3 Other third-party local or tandem switching systems.
- 9.7.4 The connectivity provided by SS7 Network Interconnection shall fully support the functions of BellSouth switching systems and DBs and Pilgrim or other third-party switching systems with A-link access to the BellSouth SS7 network.
- 9.7.5 If traffic is routed based on dialed or translated digits between an Pilgrim 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 Pilgrim local STPs and BellSouth or other third-party local switch.
- 9.7.6 When the capability to route messages based on Intermediate Signaling Network Identifier (ISNI) is generally available on BellSouth STPs, 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).
- 9.7.7 SS7 Network Interconnection shall provide all functions of the MTP as specified in ANSI T1.111. This includes:
- 9.7.7.1 Signaling Data Link functions, as specified in ANSI T1.111.2;
- 9.7.7.2 Signaling Link functions, as specified in ANSI T1.111.3; and

- 9.7.7.3 Signaling Network Management functions, as specified in ANSI T1.111.4.
- 9.7.8 SS7 Network Interconnection shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as specified in ANSI T1.112. 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 an Pilgrim local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a gateway pair of Pilgrim local STPs, and shall not include SCCP Subsystem Management of the destination.
- 9.7.9 SS7 Network Interconnection shall provide all functions of the Integrated Services Digital Network User Part (ISDNUP), as specified in ANSI T1.113.
- 9.7.10 SS7 Network Interconnection shall provide all functions of the TCAP, as specified in ANSI T1.114.
- 9.7.11 If and when Internetwork MTP Routing Verification Test (MRVT) and SCCP Routing Verification Test (SRVT) become approved ANSI standards and available capabilities of BellSouth STPs, SS7 Network Interconnection shall provide these functions of the OMAP.
- 9.7.12 SS7 Network Interconnection shall be equal to or better than the following performance requirements:
- 9.7.12.1 MTP Performance, as specified in ANSI T1.111.6;
- 9.7.12.2 SCCP Performance, as specified in ANSI T1.112.5; and
- 9.7.12.3 ISDNUP Performance, as specified in ANSI T1.113.5.
- 9.7.13 Interface Requirements
- 9.7.13.1 BellSouth shall offer the following SS7 Network Interconnection options to connect Pilgrim or Pilgrim-designated local or tandem switching systems or STPs to the BellSouth SS7 network:
- 9.7.13.1.1 A-link interface from Pilgrim local or tandem switching systems; and
- 9.7.13.1.2 B-link interface from Pilgrim STPs.
- 9.7.13.2 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 STP 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 Pilgrim local switching systems or STPs with BellSouth STPs as soon as these become approved ANSI standards and available capabilities of BellSouth STPs. BellSouth and Pilgrim will work jointly to establish mutually acceptable SPOI.

- 9.7.13.3 BellSouth CO shall provide intraoffice diversity between the SPOIs and the BellSouth STP, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STP. BellSouth and Pilgrim will work jointly to establish mutually acceptable SPOI.
- 9.7.13.4 The protocol interface requirements for SS7 Network Interconnection include the MTP, ISDNUP, SCCP, and TCAP. These protocol interfaces shall conform to the applicable industry standard technical references.
- 9.7.13.5 BellSouth shall set message screening parameters to accept messages from Pilgrim local or tandem switching systems destined to any signaling point in the BellSouth SS7 network with which the Pilgrim switching system has a legitimate signaling relation.
- 9.7.13.6 SS7 Network Interconnection shall be equal to or better than all of the requirements for SS7 Network Interconnection set forth in the applicable industry standard technical references.

9.8 **Rates**

The prices that Pilgrim shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit D to this Attachment.

10. **Operator Call Processing, Inward Operator Services and Directory Assistance Services**

- 10.1 All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of Operator Call Processing, Inward Operator Services and Directory Assistance Services.

10.2 **Operator Systems**

- 10.2.1 Definition. Operator Systems is the Network Element that provides operator and automated call handling and billing, special services, end user 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.

10.3 **Operator Service**

- 10.3.1 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 end user 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.

10.3.2 Requirements

- 10.3.2.1 When Pilgrim requests BellSouth to provide Operator Services, the following requirements apply:
- 10.3.2.1.1 BellSouth shall complete 0+ and 0- dialed local calls.
 - 10.3.2.1.2 BellSouth shall complete 0+ intraLATA toll calls.
 - 10.3.2.1.3 BellSouth shall process calls that are billed to Pilgrim end user's calling card that can be validated by BellSouth.
 - 10.3.2.1.4 BellSouth shall complete person-to-person calls.
 - 10.3.2.1.5 BellSouth shall complete collect calls.
 - 10.3.2.1.6 BellSouth shall provide the capability for callers to bill to a third party and complete such calls.
 - 10.3.2.1.7 BellSouth shall complete station-to-station calls.
 - 10.3.2.1.8 BellSouth shall process emergency calls.
 - 10.3.2.1.9 BellSouth shall process Busy Line Verify and Emergency Line Interrupt requests.
 - 10.3.2.1.10 BellSouth shall process emergency call trace, as they do for their End users prior to the Effective Date. Call must originate from a 911 provider.
 - 10.3.2.1.11 BellSouth shall process operator-assisted directory assistance calls.
 - 10.3.2.1.12 BellSouth shall adhere to equal access requirements, providing Pilgrim local end users the same IXC access as provided to BellSouth end users.
 - 10.3.2.1.13 BellSouth shall exercise at least the same level of fraud control in providing Operator Service to Pilgrim that BellSouth provides for its own operator service.
 - 10.3.2.1.14 BellSouth shall perform Billed Number Screening when handling Collect, Person-to-Person, and Billed-to-Third-Party calls.
 - 10.3.2.1.15 BellSouth shall direct customer account and other similar inquiries to the customer service center designated by Pilgrim.

10.3.2.1.16 BellSouth shall provide a feed of customer call records in “EMI” format to Pilgrim in accordance with CLEC ODUF standards specified in Attachment 7.

10.3.3 Interface Requirements

10.3.3.1 With respect to Operator Services for calls that originate on local switching capability provided by or on behalf of Pilgrim, 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.

10.4 **Directory Assistance Service**

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

10.4.2 Requirements

10.4.3 Directory Assistance Service shall provide up to two listing requests per call. If available and if requested by Pilgrim’s end user, BellSouth shall provide caller-optional directory assistance call completion service at rates contained in this Attachment to one of the provided listings, equal to that which BellSouth provides its end users. If not available, Pilgrim may request such requirement pursuant to the Bona Fide Request/New Business Process as set forth in General Terms and Conditions.

10.4.4 Directory Assistance Service Updates

10.4.4.1 BellSouth shall update end user listings changes daily. These changes include:

10.4.4.1.1 New end user connections: BellSouth will provide service to Pilgrim that is equal to the service it provides to itself and its end users;

10.4.4.1.2 End user disconnections: BellSouth will provide service to Pilgrim that is equal to the service it provides to itself and its end users; and

10.4.4.1.3 End user address changes: BellSouth will provide service to Pilgrim that is equal to the service it provides to itself and its end users;

10.4.4.1.4 These updates shall also be provided for non-listed and non-published numbers for use in emergencies.

10.4.5 Branding for Operator Call Processing and Directory Assistance

10.4.5.1 The BellSouth Operator Systems Branding Feature provides a definable announcement to Pilgrim end users using Directory Assistance (DA)/Operator Call Processing (OCP) prior to placing them in queue or connecting them to an

available operator or automated operator system. This feature allows Pilgrim to have its calls custom branded with Pilgrim's name on whose behalf BellSouth is providing Directory Assistance and/or Operator Call Processing. Rates for Custom Branding, Operator Call Process and Directory Assistance are set forth in this Attachment.

- 10.4.5.2 BellSouth offers four service levels of branding to Pilgrim when ordering Directory Assistance and/or Operator Call Processing.
 - 10.4.5.2.1 Service Level 1 - BellSouth Branding
 - 10.4.5.2.2 Service Level 2 - Unbranded
 - 10.4.5.2.3 Service Level 3 - Custom Branding
 - 10.4.5.2.4 Service Level 4 - Self Branding (applicable only to Pilgrim for Resale or use with an Unbundled Port when routing to an operator service provider other than BellSouth).
- 10.4.6 For Resellers and Use with an Unbundled Port
 - 10.4.6.1 BellSouth Branding is the Default Service Level.
 - 10.4.6.2 Unbranding, Custom Branding, and Self Branding require Pilgrim to order selective routing for each originating BellSouth end office identified by Pilgrim. Rates for Selective Routing are set forth in this Attachment.
 - 10.4.6.3 Customer Branding and Self Branding require Pilgrim to order dedicated trunking from each BellSouth end office identified by Pilgrim, to either the BellSouth Traffic Operator Position System (TOPS) or Pilgrim Operator Service Provider. Rates for trunks are set forth in applicable BellSouth tariffs.
 - 10.4.6.4 Unbranding - Unbranded Directory Assistance and/or Operator Call Processing calls ride common trunk groups provisioned by BellSouth from those end offices identified by Pilgrim to the BellSouth TOPS. These calls are routed to "No Announcement."
- 10.4.7 For Facilities Based Carriers
 - 10.4.7.1 All Service Levels require Pilgrim to order dedicated trunking from their end office(s) point of interface to the BellSouth TOPS Switches. Rates for trunks are set forth in applicable BellSouth tariffs.
 - 10.4.7.2 Customized Branding includes charges for the recording of the branding announcement and the loading of the audio units in each TOPS Switch, IVS and NAV equipment for which Pilgrim requires service.
- 10.4.8 Directory Assistance customized branding uses:

- 10.4.8.1 the recording of the name;
- 10.4.8.2 the front-end loading of the Digital Recorded Announcement Machine (DRAM) in each TOPS switch.
- 10.4.9 Operator Call Processing customized branding uses:
 - 10.4.9.1 the recording of the name;
 - 10.4.9.2 the front-end loading of the DRAM in the TOPS Switch;
 - 10.4.9.3 the back-end loading in the audio units in the Automated Alternate Billing System (AABS) in the Interactive Voice Subsystem (IVS);
 - 10.4.9.4 the 0- automation loading for the audio units in the Enhanced Billing and Access Service (EBAS) in the Network Applications Vehicle (NAV).
 - 10.4.9.5 BellSouth will provide to Pilgrim purchasing local BellSouth switching and reselling BellSouth local exchange service, selective routing of calls to a requested directory assistance services platform or operator services platform. Pilgrim end users may use the same dialing arrangements as BellSouth end users, but obtain a Pilgrim branded service.
- 10.5 **Directory Assistance Database Service (DADS)**
 - 10.5.1 BellSouth shall make its Directory Assistance Database Service (DADS) available solely for the expressed purpose of providing Directory Assistance type services to Pilgrim end users. The term "end user" denotes any entity which obtains Directory Assistance type services for its own use from a DADS customer. Directory Assistance type service is defined as Voice Directory Assistance (DA Operator assisted and Electronic Directory Assistance (Data System assisted)). Pilgrim agrees that Directory Assistance Database Service (DADS) will not be used for any purpose which violates federal or state laws, statutes, regulatory orders or tariffs. Except for the permitted users, Pilgrim agrees not to disclose DADS to others and shall provide due care in providing for the security and confidentiality of DADS. Further, Pilgrim authorizes the inclusion of Pilgrim Directory Assistance listings in the BellSouth Directory Assistance products.
 - 10.5.2 BellSouth shall provide Pilgrim initially with a base file of subscriber listings which reflect all listing change activity occurring since Pilgrim's most recent update via magnetic tape, and subsequently using electronic connectivity such as Network Data Mover to be developed mutually by Pilgrim and BellSouth. Pilgrim agrees to assume the costs associated with CONNECT: Direct™ connectivity, which will vary depending upon volume and mileage.
 - 10.5.3 BellSouth will require approximately one month after receiving an order to prepare the Base File. BellSouth will provide daily updates which will reflect all listing change activity occurring since CLEC's most recent update. BellSouth

EXHIBIT C

shall provide updates to Pilgrim on a Business, Residence, or combined Business and Residence basis. Pilgrim agrees that the updates shall be used solely to keep the information current. Delivery of Daily Updates will commence the day after Pilgrim receives the Base File.

10.5.4 BellSouth is authorized to include Pilgrim Directory Assistance Listing Information in its Directory Assistance Database Service (DADS). Any other use by BellSouth of Pilgrim Directory Assistance Listing Information is not authorized and with the exception of a request for DADS, BellSouth shall refer any request for such information to Pilgrim.

10.5.5 Rates for DADS are as set forth in this Attachment.

10.6 **Direct Access to Directory Assistance Service**

10.6.1 Direct Access to Directory Assistance Service (DADAS) will provide Pilgrim's directory assistance operators with the ability to search all available BellSouth's subscriber listings using the Directory Assistance search format. Subscription to DADAS will allow Pilgrim to utilize its own switch, operator workstations and optional audio subsystems.

10.6.2 BellSouth will provide DADAS from its DA location. Pilgrim will access the DADAS system via a telephone company provided point of availability. Pilgrim has the responsibility of providing the physical links required to connect to the point of availability. These facilities may be purchased from the telephone company as rates and charges billed separately from the charges associated with this offering.

10.6.3 A specified interface to each Pilgrim subsystem will be provided by BellSouth. Interconnection between Pilgrim's system and a specified BellSouth location will be pursuant to the use of Pilgrim owned or Pilgrim leased facilities and shall be appropriate sized based upon the volume of queries being generated by Pilgrim.

10.6.4 The specifications for the three interfaces necessary for interconnection are available in the following documents:

10.6.4.1 DADAS to Subscriber Operator Position System—Northern Telecom Document CSI-2300-07; Universal Gateway/ Position Message Interface Format Specification;

10.6.4.2 DADAS to Subscriber Switch—Northern Telecom Document Q210-1 Version A107; NTDMS/CCIDAS System Application Protocol; and AT&T Document 250-900-535 Operator Services Position System Listing Service and Application Call Processing Data Link Interface Specification;

10.6.4.3 DADAS to Audio Subsystem (Optional)—Directory One Call Control to Audio Response Unit system interface specifications are available through Northern

Telecom as a licensed access protocol—Northern Telecom Document 355-004424 and Gateway/Interactive Voice subsystem Protocol Specification.

10.6.5 Rates for DADAS are as set forth in this Attachment.

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

10.7.1 The ALI/DMS Database contains end user information (including name, address, telephone information, and sometimes special information from the local service provider or end user) 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. BellSouth shall provide the Emergency Services Database in accordance with the following:

10.7.2 Technical Requirements

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

10.7.2.2 The ALI/DMS database shall contain the following end user information:

10.7.2.2.1 Name;

10.7.2.2.2 Address;

10.7.2.2.3 Telephone number; and

10.7.2.2.4 Other information as appropriate (e.g., whether a end user is blind or deaf or has another disability).

10.7.2.3 When BellSouth is responsible for administering the ALI/DMS database in its entirety, ported number NXXs entries for the ported numbers should be maintained unless Pilgrim requests otherwise and shall be updated if Pilgrim requests, provided Pilgrim supplies BellSouth with the updates.

10.7.2.4 When Remote Call Forwarding (RCF) is used to provide number portability to the local end user 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.

10.7.2.5 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.

10.7.3 Interface Requirements

The interface between the E911 Switch or Tandem and the ALI/DMS database for Pilgrim end users shall meet industry standards.

10.8 Rates

The prices that Pilgrim shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit D to this Attachment.

11. Calling Name (CNAM) Database Service

11.1 All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of CNAM.

11.2 The Agreement for Calling Name (CNAM) with standard pricing is included as Exhibit B to this Attachment. Pilgrim must provide to its account manager a written request with a requested activation date to activate this service. If Pilgrim is interested in requesting CNAM with volume and term pricing, Pilgrim must contact its account manager to request a separate CNAM volume and term Agreement.

11.3 SCPs/Databases shall be equal to or better than all of the requirements for SCPs/Databases set forth in the applicable industry standard technical references.

11.4 Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access

11.4.1 BellSouth's Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access shall provide Pilgrim the capability that will allow Pilgrim 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.

11.4.2 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 Pilgrim. Scheduling procedures shall provide Pilgrim equivalent priority to these resources.

11.4.2 BellSouth SCP shall partition and protect Pilgrim service logic and data from unauthorized access, execution or other types of compromise.

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- 11.4.3 When Pilgrim selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable Pilgrim 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.
- 11.4.4 When Pilgrim selects SCE/SMS AIN Access, BellSouth shall provide for a secure, controlled access environment in association with its internal use of AIN components. Pilgrim access will be provided via remote data connection (e.g., dial-in, ISDN).
- 11.4.5 When Pilgrim selects SCE/SMS AIN Access, BellSouth shall allow Pilgrim to download data forms and/or tables to BellSouth SCP via BellSouth SMS without intervention from BellSouth (e.g., service customization and end user subscription).

11.5 Rates

The prices that Pilgrim shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit D to this Attachment.

12. Basic 911 and E911

- 12.1 All of the negotiated terms and conditions set forth in this Section pertain to the provision of Basic 911 and E911.
- 12.2 If Pilgrim orders network elements and other services, then Pilgrim is also responsible for providing E911 to its end users. BellSouth agrees to offer access to the 911/E911 network pursuant to the following terms and conditions set forth in this Attachment.

12.3 Definition

- 12.4 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).

12.5 Requirements

- 12.5.1 **Basic 911 Service Provisioning.** For Basic 911 service, BellSouth will provide to Pilgrim a list consisting of each municipality that subscribes to Basic 911 service. The list will also provide, if known, the E911 conversion date for each municipality and, for network routing purposes, a ten-digit directory number representing the appropriate emergency answering position for each municipality subscribing to 911. Pilgrim will be required to arrange to accept 911 calls from its end users in municipalities that subscribe to Basic 911 service and translate the 911 call to the appropriate 10-digit directory number as stated on the list provided

by BellSouth. Pilgrim will be required to route that call to BellSouth at the appropriate tandem or end office. When a municipality converts to E911 service, Pilgrim will be required to discontinue the Basic 911 procedures and being using E911 procedures.

- 12.5.2 E911 Service Provisioning. For E911 service, Pilgrim will be required to install a minimum of two dedicated trunks originating from the Pilgrim serving wire center and terminating to the appropriate E911 tandem. The dedicated trunks shall be, at a minimum, DS-0 level trunks configured either as a 2-wire analog interface or as part of a digital (1.544 Mb/s) interface. Either configuration shall use CAMA-type signaling with multifrequency (“MF”) pulsing that will deliver automatic number identification (“ANI”) with the voice portion of the call. If the user interface is digital, MF pulses, as well as other AC signals, shall be encoded per the u-255 Law convention. Pilgrim will be required to provide BellSouth daily updates to the E911 database. Pilgrim will be required to forward 911 calls to the appropriate E911 tandem, along with ANI, based upon the current E911 end office to tandem homing arrangement as provided by BellSouth. If the E911 tandem trunks are not available, Pilgrim will be required to route the call to a designated 7-digit local number residing in the appropriate Public Service Answering Point (“PSAP”). This call will be transported over BellSouth’s interoffice network and will not carry the ANI of the calling party. Pilgrim shall be responsible for providing BellSouth with complete and accurate data for submission to the 911/E911 database for the purpose of providing 911/E911 to its end users.
- 12.5.3 Rates. Charges for 911/E911 service are borne by the municipality purchasing the service. BellSouth will impose no charge on Pilgrim beyond applicable charges for BellSouth trunking arrangements.
- 12.5.4 Basic 911 and E911 functions provided to Pilgrim shall be at least at parity with the support and services that BellSouth provides to its end users for such similar functionality.
- 12.5.5 Detailed Practices and Procedures. The detailed practices and procedures contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers as amended from time to time during the term of this Agreement will determine the appropriate practices and procedures for BellSouth and Pilgrim to follow in providing 911/E911 services.

13. True-Up

This section applies only to Tennessee and other rates that are interim or expressly subject to true-up under this attachment.

- 13.1 The interim prices for Network Elements and Other Services and Local Interconnection shall be subject to true-up according to the following procedures:

- 13.2 The interim prices shall be true-up, either up or down, based on final prices determined either by further agreement between the Parties, or by a final order (including any appeals) of the Commission which final order meets the criteria of (3) below. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with interim prices for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the true-up can be based, and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such true-up, the Parties agree that the body having jurisdiction over the matter shall be called upon to resolve such differences, or the Parties may mutually agree to submit the matter to the Dispute Resolution process in accordance with the provisions of Section 12 of the General Terms and Conditions and Attachment 1 of the Agreement.
- 13.3 The Parties may continue to negotiate toward final prices, but in the event that no such Agreement is reached within nine (9) months, either Party may petition the Commission to resolve such disputes and to determine final prices for each item. Alternatively, upon mutual agreement, the Parties may submit the matter to the Dispute Resolution Process set forth in Section 12 of the General Terms and Conditions and Attachment 1 of the Agreement, so long as they file the resulting Agreement with the Commission as a “negotiated Agreement” under Section 252(e) of the Act.
- 13.4 A final order of this Commission that forms the basis of a true-up shall be the final order as to prices based on appropriate cost studies, or potentially may be a final order in any other Commission proceeding which meets the following criteria:
- (a) BellSouth and Pilgrim are entitled to be a full Party to the proceeding;
 - (b) It shall apply the provisions of the federal Telecommunications Act of 1996, including but not limited to Section 252(d)(1) (which contains pricing standards) and all then-effective implementing rules and regulations; and,
 - (c) It shall include as an issue the geographic deaveraging of network element and other services prices, which deaveraged prices, if any are required by said final order, shall form the basis of any true-up.

(DISAGREE – BellSouth does not agree with Pilgrim’s Proposed Language)

14. Information Service Traffic

14.1 Routing

14.1.1 Each party shall route traffic for directly dialed Information Service (e.g., 900, 976, weather lines, sports lines, etc.) that originates on its network to the appropriate Information Service platforms connected to the other Party's network over the Local/IntraLATA trunks.

14.1.2 The Parties agree that the provisions of Section 14.1.1 are not intended to serve as the exclusive means by which Information Service traffic may be exchanged between the networks of the Parties. For example, each Party reserves the right to provide Information Services to customers of the other Party through calling card access and through dial tone services provided via access lines leased from the other Party.

14.2 Recording. Upon request by the Party to whose information platform the Information Service traffic terminates (the "Terminating Party"), the Party on whose network directly dialed Information Service traffic originates (the "Originating Party") shall provide the recorded call detail information to the Terminating Party.

14.3 Rating. The Terminating Party shall provide to the Originating Party all rating information or EMI records necessary to bill all Information Service traffic to the Originating Party's end users pursuant to the Terminating Party's agreement(s) with each information provider.

14.4 Billing and Collection. The Originating Party shall bill and collect Information Service charges and shall remit the amounts collected to the Terminating Party less:

(a) a fee of \$0.03 per billed message for providing billing and collection of the Information Service charges; and

(b) any uncollectibles reserve, which shall be calculated based on the uncollectibles reserve in the Terminating Party's billing and collection agreement with the applicable Information Service provider; and

(c) any reasonable customer adjustment provided by the Originating Party.

14.5 Blocking. Nothing in this Agreement shall restrict either Party from offering to its end user customers the ability to block the completion of Information Service traffic, provided that blocking indicators are available to the other Party via LENS, TAG, or comparable real-time systems to permit mutual blocking of unauthorized dialed or billed Information Service calls, such as calling card, third number, 1010XXXX, or similar calls.

LINE INFORMATION DATA BASE (LIDB)**STORAGE AGREEMENT****I. SCOPE**

This Agreement sets forth the terms and conditions pursuant to which BellSouth agrees to store in its LIDB certain information at the request of Pilgrim and pursuant to which BellSouth, its LIDB customers and Pilgrim shall have access to such information. Pilgrim understands that BellSouth provides access to information in its LIDB to various telecommunications service providers pursuant to applicable tariffs and agrees that information stored at the request of Pilgrim, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained in the attached Addendum(s) are hereby made a part of this Agreement as if fully incorporated herein.

B. LIDB is accessed for the following purposes:

1. Billed Number Screening
2. Calling Card Validation
3. Fraud Control

C. BellSouth will provide seven days per week, 24-hours per day, fraud monitoring on Calling Cards, bill-to-third and collect calls made to numbers in BellSouth's LIDB, provided that such information is included in the LIDB query. BellSouth will establish fraud alert thresholds and will notify Pilgrim of fraud alerts so that Pilgrim may take action it deems appropriate. Pilgrim understands and agrees BellSouth will administer all data stored in the LIDB, including the data provided by Pilgrim pursuant to this Agreement, in the same manner as BellSouth's data for BellSouth's end user customers. BellSouth shall not be responsible to Pilgrim for any lost revenue which may result from BellSouth's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BellSouth in its sole discretion from time to time.

Pilgrim understands that BellSouth currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses. Pilgrim further understands that these billing and collection customers of BellSouth query BellSouth's LIDB to determine whether to accept various billing options from

end users. Additionally, Pilgrim understands that presently BellSouth has no method to differentiate between BellSouth's own billing and line data in the LIDB and such data which it includes in the LIDB on Pilgrim's behalf pursuant to this Agreement. Therefore, until such time as BellSouth can and does implement in its LIDB and its supporting systems the means to differentiate Pilgrim's data from BellSouth's data and the Parties to this Agreement execute appropriate amendments hereto, the following terms and conditions shall apply:

- (a) Provided that BellSouth complies with the provisions of Attachment 2, Section 14, of this Agreement, Pilgrim agrees that it will accept responsibility for telecommunications services billed by BellSouth for its billing and collection customers for Pilgrim's end user accounts which are resident in LIDB pursuant to this Agreement. Pilgrim authorizes BellSouth to place such charges on Pilgrim's bill from BellSouth and agrees that it shall pay all such charges. Charges for which Pilgrim hereby takes responsibility include, but are not limited to, collect and third number calls. **(DISAGREED)**
- (b) Charges for such services shall appear on a separate BellSouth bill page identified with the name of the entity for which BellSouth is billing the charge.
- (c) Pilgrim shall have the responsibility to render a billing statement to its end users for these charges, but Pilgrim's obligation to pay BellSouth for the charges billed shall be independent of whether Pilgrim is able or not to collect from Pilgrim's end users.
- (d) BellSouth shall not become involved in any disputes between Pilgrim and the entities for which BellSouth performs billing and collection. BellSouth will not issue adjustments for charges billed on behalf of an entity to Pilgrim. It shall be the responsibility of Pilgrim and the other entity to negotiate and arrange for any appropriate adjustments.

III. FEES FOR SERVICE AND TAXES

- A. Pilgrim will not be charged a fee for storage services provided by BellSouth to Pilgrim, as described in Section I of this Agreement.
- B. Sales, use and all other taxes (excluding taxes on BellSouth's income) determined by BellSouth or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by Pilgrim. Pilgrim shall have the right to have BellSouth contest with the imposing jurisdiction, at Pilgrim's expense, any such taxes that Pilgrim deems are improperly levied.

VI. MISCELLANEOUS

- A. It is understood and agreed to by the Parties that BellSouth may provide similar services to other companies.

**FACILITIES BASED ADDENDUM
TO LINE INFORMATION DATA BASE (LIDB)
STORAGE AGREEMENT**

This is a Facilities Based Addendum to the Line Information Data Base Storage Agreement dated _____, between BellSouth Telecommunications, Inc. ("BellSouth"), and _____ ("Pilgrim"), effective the ____ day of _____, ____.

I. GENERAL

This Addendum sets forth the terms and conditions for Pilgrim's provision of billing number information to BellSouth for inclusion in BellSouth's LIDB. BellSouth will store in its LIDB the billing number information provided by Pilgrim, and BellSouth will provide responses to on-line, call-by-call queries to this information for purposes specified in Section I.B. of the Agreement.

II. DEFINITIONS

- A. Billing number - a number that Pilgrim creates for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.
- B. Line number - a ten digit number that identifies a telephone line administered by Pilgrim.
- C. Special billing number - a ten digit number that identifies a billing account established by Pilgrim.
- D. Calling Card number - a billing number plus PIN number.
- E. PIN number - a four digit security code assigned by Pilgrim which is added to a billing number to compose a fourteen digit calling card number.
- F. Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by Pilgrim.
- G. Billed Number Screening - refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.

- H. Calling Card Validation - refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.
- I. Billing number information - information about billing number, Calling Card number and toll billing exception indicator provided to BellSouth by Pilgrim.

III. RESPONSIBILITIES OF PARTIES

- A. Pilgrim will provide its billing number information to BellSouth's LIDB each business day by a method that has been mutually agreed upon by both Parties.
- B. BellSouth will store in its LIDB the billing number information provided by Pilgrim. Under normal operating conditions, BellSouth shall include Pilgrim's billing number information in its LIDB no later than two business days following BellSouth's receipt of such billing number information, provided that BellSouth shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused by circumstances or conditions beyond BellSouth's reasonable control. BellSouth will store in its LIDB an unlimited volume of Pilgrim's working telephone numbers.
- C. BellSouth will provide responses to on-line, call-by-call queries to the stored information for the specific purposes listed in the next paragraph.
- D. BellSouth is authorized to use the billing number information provided by Pilgrim to perform the following functions for authorized users on an on-line basis:
 - 1. Validate a 14 digit Calling Card number where the first 10 digits are a line number or special billing number assigned by Pilgrim, and where the last four digits (PIN) are a security code assigned by Pilgrim.
 - 2. Determine whether Pilgrim or the subscriber has identified the billing number as one which should not be billed for collect or third number calls, or both.
- E. Pilgrim will provide its own billing number information to BellSouth for storage and to be used for Billed Number Screening and Calling Card Validation. Pilgrim will arrange and pay for transport of updates to BellSouth.

IV. COMPLIANCE

Unless expressly authorized in writing by Pilgrim, all billing number information provided pursuant to this Addendum shall be used for no purposes other than those set forth in this Addendum.

CALLING NAME DELIVERY (CNAM) DATABASE SERVICES

1. Definitions

For the purpose of this Attachment, the following terms shall be defined as:

CALLING NAME DELIVERY DATABASE SERVICE (CNAM) - The ability to associate a name with the calling party number, allowing the end user subscriber (to which a call is being terminated) to view the calling party's name before the call is answered. This service also provides Pilgrim the opportunity to load and store its subscriber names in the BellSouth CNAM SCPs.

CALLING PARTY NUMBER (CPN) - The number of the calling party that is delivered to the terminating switch using common channel signaling system 7 (CCS7) technology, and that is contained in the Initial Address Message (IAM) portion of the CCS7 call setup.

COMMON CHANNEL SIGNALING SYSTEM 7 (CCS7) - A network signaling technology in which all signaling information between two or more nodes is transmitted over high-speed data links, rather than over voice circuits.

SERVICE CONTROL POINTs (SCPs) - The real-time data base systems that contain the names to be provided in response to queries received from CNAM SSPs.

SERVICE MANAGEMENT SYSTEM (SMS) - The main operations support system of CNAM DATABASE SERVICE. CNAM records are loaded into the SMS, which in turn downloads into the CNAM SCP.

SERVICE SWITCHING POINTs (SSPs) - Features of computerized switches in the telephone network that determine that a terminating line has subscribed to CNAM service, and then communicate with CNAM SCPs in order to provide the name associated with the calling party number.

SUBSYSTEM NUMBER (SSN) - The address used in the Signaling Connection Control Part (SCCP) layer of the SS7 protocol to designate an application at an end signaling point. A SSN for CNAM at the end office designates the CNAM application within the end office. BellSouth uses the CNAM SSN of 232.

2. Attachment

- 2.1 This Attachment contains the terms and conditions where BellSouth will provide to the Pilgrim access to the BellSouth CNAM SCP for query or record storage purposes.

2.2 Pilgrim shall submit to BellSouth a notice of its intent to access and utilize BellSouth CNAM Database Services pursuant to the terms and conditions of this Attachment. Said notice shall be in writing, no less than 60 days prior to Pilgrim's access to BellSouth's CNAM Database Services and shall be addressed to Pilgrim's Account Manager.

3. Physical Connection and Compensation

3.1 BellSouth's provision of CNAM Database Services to Pilgrim requires interconnection from Pilgrim to BellSouth CNAM Service Control Points (SCPs). Such interconnections shall be established pursuant to Attachment 3 of this Agreement. The appropriate charge for access to and use of the BellSouth CNAM Database service shall be as set forth in this Attachment.

3.2 In order to formulate a CNAM query to be sent to the BellSouth CNAM SCP, Pilgrim shall provide its own CNAM SSP. Pilgrim's CNAM SSPs must be compliant with TR-NWT-001188, "CLASS Calling Name Delivery Generic Requirements".

3.3 If Pilgrim elects to access the BellSouth CNAM SCP via a third party CCS7 transport provider, the third party CCS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia (formerly BellCore)'s CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish CCS7 interconnection at the BellSouth Local Signal Transfer Points (LSTPs) serving the BellSouth CNAM SCPs that Pilgrim desires to query.

3.4 Out-Of-Region Customers

If the customer queries the BellSouth CNAM SCP via a third party national SS7 transport provider, the third party SS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia's (formerly BellCore's) CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish SS7 interconnection at one or more of the BellSouth Gateway Signal Transfer Points (STPs). The payment of all costs associated with the transport of SS7 signals via a third party will be established by mutual agreement of the Parties in writing and shall, by this reference become an integral part of this Agreement.

4. CNAM Record Initial Load and Updates

4.1 The mechanism to be used by Pilgrim for initial CNAM record load and/or updates shall be determined by mutual agreement. The initial load and all updates shall be provided by Pilgrim in the BellSouth specified format and shall contain records for every working telephone number that can originate phone calls. It is the responsibility of Pilgrim to provide accurate information to BellSouth on a current basis.

- 4.2 Updates to the SMS shall occur no less than once a week, reflect service order activity affecting either name or telephone number, and involve only record additions, deletions or changes.
- 4.3 4.3 Pilgrim CNAM records provided for storage in the BellSouth CNAM SCP shall be available, on a SCP query basis only, to all Parties querying the BellSouth CNAM SCP. Further, CNAM service shall be provided by each Party consistent with state and/or federal regulation

CLEC/BellSouth Line Sharing Jointly Developed

Rules for Splitter Allocation

BellSouth is unable to obtain a sufficient number of splitters for placement in all central offices requested by competitive local exchange carriers ("CLECs") by June 6, 2000. As a result of the current shortage of splitters, CLECs and BellSouth developed the following rules for splitter allocation. These rules shall apply until such time as those CLECs participating in the creation of the rules agree that the regular splitter installation rules should apply.

1. There shall be a single CLEC priority list of central offices that shall consist of the Georgia CLEC priority list combined with the priority list from the other states in BellSouth's nine-state region (the "Priority List"). This priority list shall be used for filling orders; it shall determine the order in which splitters will be deployed in those central offices for which splitters have been ordered. Georgia central offices (CO) will have priority over other state's COs.
2. During the allocation period, a CLEC may order 24 ports or 96 ports. In either event, BellSouth shall install a 96 port splitter in accordance with the Priority List. However, during the allocation period, in the event a CLEC orders 96 ports, BellSouth will only allocate 24 ports of the 96 port splitter to the first CLEC that orders a splitter for that central office, thus creating a backlog of 72 ports that have already been ordered by that CLEC ("Backlog"). In the event of a Backlog, BellSouth will charge CLEC a monthly recurring charge appropriate for the number of ports allocated to CLEC. In addition, if CLEC requested a 96 port splitter, it shall pay a non-recurring charge for a 96 port splitter, but shall pay no non-recurring charges when additional ports are added to alleviate the Backlog.
3. BellSouth will allocate, on a first-come/first-served basis, the remaining 72 ports of the splitter (in blocks of 24 ports) to the other CLECs that place an order for a splitter at that same central office.

Orders Submitted by April 26, 2000 with Due Date of June 6, 2000 or Sooner

4. A firm order for a splitter issued to the BellSouth Complex Resale Support Group (CRSG) on or by April 26, 2000, with due date of June 6, 2000, or sooner, will be given priority over orders received after April 26, 2000. Orders for the first 200 splitters received prior to April 26, 2000, will be installed on or before June 5, 2000, and shall be installed in accordance with the priority list. The first 25 splitter orders shall be installed no later than May 22, 2000.

5. In the event CLECs submit to BellSouth more than 200 splitter orders on or before April 26, 2000, BellSouth shall install fifty (50) splitters a week each week after June 5, 2000.
6. In the event there are more than four (4) orders submitted on or before April 26, 2000, for a splitter at a particular central office, a second splitter will be installed at that central office in accordance with the Priority List.
7. Backlogs associated with orders submitted on or before April 26, 2000 will be fulfilled in their entirety before any orders received after April 26, 2000 are worked. In fulfilling a Backlog, the CLEC's additional ports may not be on the same shelf as the initial 24 ports.

Orders Received after April 26, 2000

8. Irrespective of the Priority List, no orders received after April 26, 2000, will be worked until after all orders received on or before April 26, 2000 have been completed.
9. Once all orders received on or before April 26, 2000, have been worked in their entirety, orders received after April 26, 2000, will have a minimum interval of forty-two (42) calendar days from date of receipt.

Orders Submitted with Due Dates After June 6, 2000

10. Any order submitted on or before April 26, 2000, with a due date of after June 6, 2000, will be completed according to the due date provided there is available inventory and all orders with a due date of June 6, 2000 or earlier have been completed.

Georgia Rating/Ranking of Central Offices for Linesharing

March 9, 2000

Covad, Rhythms, NorthPoint, New
Edge

CLLI

Combined Ranking

MRTTGAMA	1
RSWLGAMA	2
ATLNGABU	3
ATLNGAPP	4
DLTHGAHS	5
ATLNGASS	6
CHMBGAMA	7
AGSTGAAU	8
LRVLGAOS	9
MRTTGAEA	10
SMYRGAMA	11
LLBNGAMA	12
WDSTGACR	13
ATHNGAMA	14
AGSTGAFL	15
AGSTGATH	16
JNBOGAMA	17
NRCRGAMA	18
ATLNGATH	19
ALPRGAMA	20
DNWDGAMA	21
CMNGGAMA	22
AGSTGAMT	23
ALBYGAMA	24
GSVLGAMA	25
SNLVGAMA	26
ATLNGAIC	27
ATLNGAEP	28
TUKRGAMA	29
ROMEGATL	30
VLDSGAMA	31
MACNGAMT	32
ASTLGAMA	33
SMYRGAPF	34
DGVLGAMA	35
ATLNGAEL	36
SNMTGALR	37

CNYRGAMA	38
MACNGAVN	39
WRRBGAMA	40
NWNNGAMA	41
ATLNGAWD	42
GRFNGAMA	43
PANLGAMA	44
BUFRGABH	45
ATLNGACD	46
MACNGAGP	47
SVNHGABS	48
ATLNGACS	49
PTCYGAMA	50
RVDLGAMA	51
STBRGANH	52
MCDNGAGS	53
ATLNGAWE	54
SVNHGADE	55
SVNHGAWB	56
ATLNGAGR	57
ATLNGAAD	58
CRVLGAMA	59
ACWOGAMA	60
ATLNGABH	61
FYVLGASG	62
SVNHGAGC	63
SVNHGAWI	64
ATLNGAFP	65
ATLNGAHR	66
PWSPGAAS	67
CRTNGAMA	68
ATLNGALA	69
MRRWGAMA	70
CLMBGAMT	71
CLMBGAMW	72
LTHNGAJS	73
CVTNGAMT	74
DLLSGAES	75
FRBNGAEB	76
CLMBGABV	77
BRWKGAMA	78
ATLNGAQS	79
CNTNGAXB	80
LGVLGACS	81

BellSouth Central Offices (All states excluding GA)

Ref. #	CLLI	State	Combined CLEC Rank
312	PRRNFLMA	FL	1
1330	MMPHTNBA	TN	2
1362	NSVLTNMT	TN	3
202	GSVLFLNW	FL	4
1	ALBSALMA	AL	5
13	BRHMALCH	AL	6
268	MLBRFLMA	FL	7
1337	MMPHTNMA	TN	8
285	ORLDFLAP	FL	9
1335	MMPHTNGT	TN	10
208	HLWDFLPE	FL	11
289	ORLDFLPH	FL	12
1333	MMPHTNEL	TN	13
324	STRNFLMA	FL	14
14	BRHMALCP	AL	15
15	BRHMALEL	AL	16
1141	CLMASCSN	SC	17
1240	CHTGTNNS	TN	18
1339	MMPHTNOA	TN	19
1073	RLGHNCSE	NC	20
299	PMBHFLCS	FL	21
698	NWORLASW	LA	22
1354	NSVLTNBW	TN	23
1309	KNVLTNMA	TN	24
16	BRHMALEN	AL	25
17	BRHMALEW	AL	26
1345	MRBOTNMA	TN	27
1364	NSVLTNUN	TN	28
623	KNNRLABR	LA	29
984	CARYNCCE	NC	30
333	WPBHFLGA	FL	31
1356	NSVLTNCH	TN	32
1363	NSVLTNST	TN	33
429	LSVLKYAP	KY	34
20	BRHMALHW	AL	35
21	BRHMALMT	AL	36
638	LFYTLAMA	LA	37

1306	KNTNTNMA	TN	38
693	NWORLAMT	LA	39
149	BCRTFLMA	FL	40
150	BCRTFLSA	FL	41
1340	MMPHTNSL	TN	42
1338	MMPHTNMT	TN	43
307	PNSCFLFP	FL	44
22	BRHMALOM	AL	45
23	BRHMALOX	AL	46
176	DYBHFLMA	FL	47
1352	NSVLTNAP	TN	48
1332	MMPHTNCT	TN	49
334	WPBHFLGR	FL	50
249	MIAMFLCA	FL	51
732	SLIDLAMA	LA	52
1307	KNVLTNBE	TN	53
64	MTGMALDA	AL	54
24	BRHMALRC	AL	55
26	BRHMALVA	AL	56
196	FTPRFLMA	FL	57
1272	FKLNTNMA	TN	58
695	NWORLARV	LA	59
1019	GNBONCAS	NC	60
1068	RLGHNCGL	NC	61
692	NWORLAMR	LA	62
1310	KNVLTNWH	TN	63
179	DYBHFLPO	FL	64
34	BSMRALMA	AL	65
148	BCRTFLBT	FL	66
233	JPTRFLMA	FL	67
1357	NSVLTNDO	TN	68
697	NWORLASK	LA	69
189	FTLDFLJA	FL	70
262	MIAMFLRR	FL	71
288	ORLDFLPC	FL	72
1361	NSVLTNMC	TN	73
667	MONRLAMA	LA	74
664	MNFDLAMA	LA	75
157	BYBHFLMA	FL	76
170	DLBHFLKP	FL	77
554	BTRGLAGW	LA	78
1237	CHTGTNDT	TN	79
232	JCVLFLWC	FL	80
253	MIAMFLHL	FL	81

988	CHRLNCCE	NC	82
431	LSVLKYBR	KY	83
1353	NSVLTNBV	TN	84
1158	FLRNSCMA	SC	85
171	DLBHFLMA	FL	86
174	DRBHFLMA	FL	87
1323	MAVLTNMA	TN	88
1358	NSVLTNNGH	TN	89
230	JCVLFLSJ	FL	90
301	PMBHFLMA	FL	91
265	MIAMFLWD	FL	92
287	ORLDFLMA	FL	93
1366	NSVLTNWM	TN	94
164	COCOFLMA	FL	95
187	FTLDFLCR	FL	96
188	FTLDFLCY	FL	97
330	VRBHFLMA	FL	98
1280	GDVLTNMA	TN	99
696	NWORLASC	LA	100
264	MIAMFLSO	FL	101
989	CHRLNCCR	NC	102
683	NWORLAAR	LA	103
1311	KNVLTYNYH	TN	104
557	BTRGLAMA	LA	105
190	FTLDFLMR	FL	106
191	FTLDFLOA	FL	107
1250	CLVLTNMA	TN	108
987	CHRLNCCA	NC	109
430	LSVLKYBE	KY	110
338	WPBHFLRP	FL	111
271	MNDRFLLO	FL	112
229	JCVLFLRV	FL	113
1020	GNBONCEU	NC	114
306	PNSCFLBL	FL	115
192	FTLDLPL	FL	116
194	FTLDFLSU	FL	117
1236	CHTGTNBR	TN	118
986	CHRLNCBO	NC	119
687	NWORLACM	LA	120
1004	CPHLNCRO	NC	121
209	HLWDFLWH	FL	122
1341	MMPHTNST	TN	123
996	CHRLNCSH	NC	124
848	JCSNMSCP	MS	125

195	FTLDFLWN	FL	126
206	HLWDFLHA	FL	127
969	AHVLNCOH	NC	128
995	CHRLNCRE	NC	129
227	JCVLFLNO	FL	130
442	LSVLKYWE	KY	131
1069	RLGHNCHO	NC	132
436	LSVLKYO	KY	133
992	CHRLNCLP	NC	134
356	BWLGKYMA	KY	135
207	HLWDFLMA	FL	136
218	JCBHFLMA	FL	137
305	PNCYFLMA	FL	138
1022	GNBONCLA	NC	139
220	JCVLFLAR	FL	140
335	WPBHFLHH	FL	141
319	SNFRFLMA	FL	142
439	LSVLKYSM	KY	143
222	JCVLFLCL	FL	144
90	TSCALMT	AL	145
221	JCVLFLBW	FL	146
223	JCVLFLFC	FL	147
1247	CLEVTNMA	TN	148
201	GSVLFLMA	FL	149
691	NWORLAMC	LA	150
300	PMBHFLFE	FL	151
293	OVIDFLCA	FL	152
594	FKTNLAMA	LA	153
231	JCVLFLSM	FL	154
66	MTGMALMT	AL	155
243	MIAMFLAE	FL	156
245	MIAMFLAP	FL	157
99	DCTRALMT	AL	158
217	JCBHFLAB	FL	159
286	ORLDFLCL	FL	160
1102	WNSLNCVI	NC	161
428	LSVLKYAN	KY	162
981	BURLNCDA	NC	163
59	MOBLALSH	AL	164
314	PTSLFLMA	FL	165
246	MIAMFLBA	FL	166
248	MIAMFLBR	FL	167
123	HNVIALMT	AL	168
19	BRHMALFS	AL	169

690	NWORLAMA	LA	170
1287	HDVLTNMA	TN	171
290	ORLDFLSA	FL	172
1028	GSTANCSO	NC	173
52	MOBLALAZ	AL	174
1211	SUVLSCMA	SC	175
251	MIAMFLFL	FL	176
252	MIAMFLGR	FL	177
1131	CHTNSCWA	SC	178
54	MOBLALOS	AL	179
75	PNSNALMA	AL	180
1058	MTOLNCCE	NC	181
1070	RLGHNCJO	NC	182
1099	WNSLNCFI	NC	183
124	HNVIAPW	AL	184
472	OWBOKYMA	KY	185
254	MIAMFLIC	FL	186
1125	CHTNSCDP	SC	187
255	MIAMFLKE	FL	188
1140	CLMASCSH	SC	189
441	LSVLKYVS	KY	190
311	PNVDFLMA	FL	191
277	NDADFLBR	FL	192
1312	LBNNTNMA	TN	193
1166	GNVLSCDT	SC	194
281	NSBHFLMA	FL	195
256	MIAMFLME	FL	196
257	MIAMFLNM	FL	197
558	BTRGLAOH	LA	198
1126	CHTNSCDT	SC	199
33	BSMRALHT	AL	200
337	WPBHFLRB	FL	201
291	ORPKFLMA	FL	202
997	CHRLNCTH	NC	203
1169	GNVLSCWR	SC	204
327	TTVLFLMA	FL	205
260	MIAMFLPB	FL	206
261	MIAMFLPL	FL	207
849	JCSNMSMB	MS	208
1188	MNPLSCES	SC	209
577	CVTNLAMA	LA	210
279	NDADFLOL	FL	211
998	CHRLNCUN	NC	212
1071	RLGHNCMO	NC	213

1130	CHTNSCNO	SC	214
310	PNSCFLWA	FL	215
276	NDADFLAC	FL	216
266	MIAMFLWM	FL	217
177	DYBHFLOB	FL	218
1138	CLMASCSA	SC	219
686	NWORLACA	LA	220
1067	RLGHNCGA	NC	221
336	WPBHFLLE	FL	222
624	KNNRLAHN	LA	223
1207	SPBGSCMA	SC	224
1080	SLBRNCMA	NC	225
278	NDADFLGG	FL	226
302	PMBHFLTA	FL	227
1143	CLMASCSW	SC	228
440	LSVLKYTS	KY	229
1257	CRHTNMA	TN	230
28	BRHMALWL	AL	231
435	LSVLKYJT	KY	232
639	LFYTLAVM	LA	233
332	WPBHFLAN	FL	234
1369	OKRGTNMT	TN	235
126	HNVIALUN	AL	236
438	LSVLKYSL	KY	237
483	PMBRKYMA	KY	238
292	ORPKFLRW	FL	239
559	BTRGLASB	LA	240
729	SHPTLAMA	LA	241
433	LSVLKYFC	KY	242
432	LSVLKYCW	KY	243
1300	JCSNTNMA	TN	244
561	BTRGLAWN	LA	245
1101	WNSLNCLE	NC	246
1277	GALLTNMA	TN	247
556	BTRGLAIS	LA	248
726	SHPTLABS	LA	249
689	NWORLALK	LA	250
1254	CNVLTNMA	TN	251
642	LKCHLADT	LA	252
727	SHPTLAEL	LA	253
1388	SMYRTNMA	TN	254
1262	DKSNTNMT	TN	255
728	SHPTLAHD	LA	256
1031	HNVLNCCH	NC	257

971	APEXNCCE	NC	258
990	CHRLNCDE	NC	259
1346	MRTWTNMA	TN	260
852	JCSNMSRW	MS	261
1394	SPFDTNMA	TN	262
665	MNVLLAMA	LA	263
1023	GNBONCMC	NC	264
1106	AIKNSCMA	SC	265
991	CHRLNCER	NC	266
1072	RLGHNCSE	NC	267
645	LKCHLAUN	LA	268
1045	LNTNNCMA	NC	269
263	MIAMFLSH	FL	270
1017	GLBONCMA	NC	271
1308	KNVLTNFC	TN	272
1135	CLMASCCH	SC	273
1100	WNSLNCGL	NC	274
824	GLPTMSTS	MS	275
258	MIAMFLNS	FL	276
67	MTGMALNO	AL	277
259	MIAMFLOL	FL	278
1398	SVVLTNMT	TN	279
993	CHRLNCMI	NC	280
1085	SSVLNCMA	NC	281
982	BURLNCEL	NC	282
731	SHPTLASG	LA	283
1024	GNBONCPG	NC	284
74	PHCYALMA	AL	285
244	MIAMFLAL	FL	286
296	PCBHFLNT	FL	287
1037	KNDLNCCE	NC	288
165	COCOFLME	FL	289
434	LSVLKYHA	KY	290
838	HTBGMSMA	MS	291
1078	SELMNCMA	NC	292
60	MOBLALSK	AL	293
1009	DVSNNCPO	NC	294
582	DNSPLAMA	LA	295
1098	WNSLNCCL	NC	296
10	AUBNALMA	AL	297
1083	SRFDNCCE	NC	298
399	FRFTKYMA	KY	299
247	MIAMFLBC	FL	300
1248	CLMATNMA	TN	301

1018	GNBONCAP	NC	302
1136	CLMASCDF	SC	303
1105	ZBLNNCCE	NC	304
321	STAGFLMA	FL	305
1096	WNDLNCPI	NC	306
846	JCSNMSBL	MS	307
11	BLFNALMA	AL	308
427	LSVLKY26	KY	309
193	FTLDFLSG	FL	310
1242	CHTGTNRO	TN	311
212	HMSTFLNA	FL	312
159	CCBHFLMA	FL	313
985	CARYNCWS	NC	314
560	BTRGLASW	LA	315
295	PAHKFLMA	FL	316
1133	CLMASCAR	SC	317
250	MIAMFLDB	FL	318
122	HNVIALLW	AL	319
1066	RLGHNCDU	NC	320
1142	CLMASCSU	SC	321
210	HMSTFLEA	FL	322
154	BLGLFLMA	FL	323
1258	CRVLTNMA	TN	324
851	JCSNMSPC	MS	325
1241	CHTGTNRB	TN	326
1053	MGTNNCGR	NC	327
89	TSCLALDH	AL	328
ADD	HNVIALRA	AL	329
730	SHPTLAQB	LA	330
978	BOONNCKI	NC	331
839	HTBGMSWE	MS	332
8	ATHNALMA	AL	333
610	HMNDLAMA	LA	334
874	MDSNMSES	MS	335
71	OPLKALMT	AL	336
769	BILXMSED	MS	337
269	MLTNFLRA	FL	338
1301	JCSNTNNS	TN	339
55	MOBLALPR	AL	340
552	BTRGLABK	LA	341
847	JCSNMSCB	MS	342
437	LSVLKYSH	KY	343
1129	CHTNSCLB	SC	344
492	RCMDKYMA	KY	345

411	HNSNKYMA	KY	346
1040	LENRNCHA	NC	347
1190	NAGSSCMA	SC	348
77	PRVLALMA	AL	349
213	HTISFLMA	FL	350
972	ARDNNCCE	NC	351
200	GLBRFLMC	FL	352
823	GLPTMSLY	MS	353
315	PTSLFLSO	FL	354
51	MOBLALAP	AL	355
1127	CHTNSCJM	SC	356
893	OCSPMSGO	MS	357
91	TSCCLALNO	AL	358
317	SBSTFLMA	FL	359
527	WNCHKYMA	KY	360
58	MOBLALSF	AL	361
1239	CHTGTNMV	TN	362
1016	GLBONCAD	NC	363
770	BILXMSMA	MS	364
1400	TLLHTNMA	TN	365
109	FRHPALMA	AL	366
1368	NWPPTNMT	TN	367
56	MOBLALSA	AL	368
666	MONRLADS	LA	369
668	MONRLAWM	LA	370
57	MOBLALSE	AL	371
404	GRTWKYMA	KY	372
970	AHVLNCOT	NC	373
1385	SHVLTNMA	TN	374
780	BRNDMSES	MS	375
1414	WNCHTNMA	TN	376
1347	MSCTTNMT	TN	377
1315	LNCYTNMA	TN	378
240	LYHNFLOH	FL	379
1374	PLSKTNMA	TN	380
1317	LRBGTNMA	TN	381
555	BTRGLAHR	LA	382
294	PACEFLPV	FL	383
850	JCSNMSNR	MS	384
1243	CHTGTNSE	TN	385
204	HBSDFLMA	FL	386
1319	LXTNTNMA	TN	387
1343	MNCHTNMA	TN	388
1249	CLTNTNMA	TN	389

322	STAGFLSH	FL	390
1041	LENRNCHU	NC	391
308	PNSCFLHC	FL	392
1285	GTBGTNMT	TN	393
968	AHVLNCBI	NC	394
1238	CHTGTNHT	TN	395
304	PNCYFLCA	FL	396

Attachment 3
Network Interconnection

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Supergroup Architecture	Exhibit E

The Parties shall provide interconnection with each other's networks for the transmission and routing of telephone exchange service (local) and exchange access (intraLATA toll and switched access) on the following terms:

1. **Network Interconnection**

All negotiated rates, terms and conditions set forth in this Attachment pertain only to the provision of network interconnection where Pilgrim owns and provides its switch(es).

1.1 Network Interconnection for Call Transport and Termination may be provided by the Parties at any technically feasible point. Requests to BellSouth for interconnection at points other than as set forth in this Attachment may be made through the Bona Fide Request/New Business Request process set out in General Terms and Conditions.

1.1.1 An Interconnection Point (IP) is the physical telecommunications equipment interface that performs the interconnection function for BellSouth and Pilgrim. Each Party is responsible for providing the network on its side of the IP. Furthermore, the IP must be located within the LATA in which Local Traffic is originating. The IP determines the point at which the originating Party shall pay the terminating Party for the Call Transport and Termination of that traffic.

1.1.1.1 Pursuant to the provisions of this Attachment, each Party as an originating Party, may establish Interconnection Point(s) for the delivery of its originated local and intraLATA toll traffic to the other Party for Call Transport and Termination by the terminating Party; except when the Parties mutually agree to utilize two-way interconnection trunk groups for the exchange of local and intraLATA toll traffic between each other, the Parties shall mutually agree to the location of Interconnection Point(s).

1.2 **Interconnection via Dedicated Transport Facilities**

1.2.1 As part of Local Interconnection Call Transport and Termination Service, the originating Party may obtain Local Channel facilities (i.e., entrance facilities) from the terminating Party from the originating Party's specified Interconnection Point to its Serving Wire Center. The portion of Local Channel facilities utilized for Local Traffic shall be determined based upon the application of the Percent Local Facility (PLF) Factor as defined in this Attachment. Additionally, the charges applied to the portion of the Local Channel used for Local Traffic as determined by the PLF are as set forth in Exhibit A to this Attachment. This factor shall be reported in addition to the switched dedicated transport

jurisdictional factors specified in the BellSouth intrastate and interstate switched access tariffs.

- 1.2.2 Additionally, either Party may obtain Dedicated Interoffice Transport facilities from its designated Serving Wire Center to the other Party's first point of switching. The portion of Dedicated Interoffice Transport facilities utilized for Local Traffic shall be determined based upon the application of the Percent Local Facility (PLF) Factor as defined in this Attachment. Additionally, the charges applied to the portion of the Dedicated Interoffice Transport used for Local Traffic as determined by the PLF are as set forth in Exhibit A to this Attachment. This factor shall be reported in addition to the switched dedicated transport jurisdictional factors specified in the BellSouth intrastate and interstate switched access tariffs.
- 1.2.3 For the purposes of this Attachment, **Local Channel** (i.e., entrance facility) is defined as a switch transport facility between a Party's Interconnection Point and its Serving Wire Center.
- 1.2.4 For the purposes of this Attachment, **Serving Wire Center** is defined as the wire center owned by one Party from which the other Party would normally obtain dial tone for its Interconnection Point.
- 1.2.5 For the purposes of this Attachment, **Dedicated Interoffice Transport** is defined as a switch transport facility between a Party's Serving Wire Center and the first point of switching on the other Party's common (shared) network.
- 1.3 **Fiber Meet**
- 1.3.1 **Fiber Meet** is an interconnection arrangement whereby the Parties physically interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at which one Party's facilities, provisioning, and maintenance responsibility begins and the other Party's responsibility ends (i.e. Interconnection Point).
- 1.3.2 If Pilgrim elects to interconnect with BellSouth pursuant to a Fiber Meet, Pilgrim and BellSouth shall jointly engineer and operate a Synchronous Optical Network ("SONET") transmission system by which they shall interconnect their transmission and routing of Local Traffic via a Local Channel facility at either the DS0, DS1, or DS3 level. The Parties shall work jointly to determine the specific transmission system. However, Pilgrim's SONET transmission must be compatible with BellSouth's equipment in the BellSouth Interconnection Wire Center. The same vendor's equipment and software version must be used, and the Data Communications Channel (DCC) must be turned off.
- 1.3.3 BellSouth shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the BellSouth Interconnection Wire Center ("BIWC").

- 1.3.4 Pilgrim shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the Pilgrim Interconnection Wire Center ("Pilgrim Wire Center").
- 1.3.5 BellSouth shall designate a Interconnection Point outside the BIWC as a Fiber Meet point, and shall make all necessary preparations to receive, and to allow and enable Pilgrim to deliver, fiber optic facilities into the Interconnection Point with sufficient spare length to reach the fusion splice point at the Interconnection Point. BellSouth shall, wholly at its own expense, procure, install, and maintain the fusion splicing point in the Interconnection Point. A Common Language Location Identification ("CLLI") code will be established for each Interconnection Point. The code established must be a building type code. All orders shall originate from the Interconnection Point (i.e., Interconnection Point to Pilgrim, Interconnection Point to BellSouth).
- 1.3.6 Pilgrim shall deliver and maintain such strands wholly at its own expense. Upon verbal request by Pilgrim, BellSouth shall allow Pilgrim access to the Fiber Meet entry point for maintenance purposes as promptly as possible.
- 1.3.7 The Parties shall jointly coordinate and undertake maintenance of the SONET transmission system. Each Party shall be responsible for maintaining the components of their own SONET transmission system.
- 1.3.8 Each Party will be responsible for (i) providing its own transport facilities to the Fiber Meet, and (ii) the cost to build-out its facilities to such Fiber Meet.
- 1.3.9 Neither Party shall charge the other for its portion of the Fiber Meet facility used exclusively for non-transit Local Traffic (i.e. the Local Channel). Charges incurred for other services including dedicated transport facilities will apply. Charges for Switched and Special Access Services shall be billed in accordance with the applicable Access Service tariff (i.e. the BellSouth Interstate or Intrastate Access Services Tariff).

2. Interconnection Trunk Group Architectures

- 2.1 BellSouth and Pilgrim shall establish interconnecting trunk groups and trunk group configurations between networks including the establishment of one-way or two-way trunks in accordance with the following provisions set forth in this Agreement. For trunking purposes, traffic will be routed based on the digits dialed by the originating end user and in accordance with the Local Exchange Routing Guide (LERG).
- 2.2 Pilgrim shall establish an interconnection trunk group(s) to at least one BellSouth access tandem within the LATA for the delivery of Pilgrim's originated local and intraLATA toll traffic and for the receipt and delivery of Transit Traffic. To the extent Pilgrim desires to terminate local and intraLATA toll traffic to BellSouth and Transit Traffic to third parties subtending other BellSouth access tandems within the LATA, other than the one Pilgrim has established

interconnection trunk groups to, Pilgrim shall order Multiple Tandem Access, as described in this Attachment, to such other BellSouth access tandems or order interconnection trunk groups to such other BellSouth access tandems.

- 2.2.1 Notwithstanding the forgoing, Pilgrim shall establish an interconnection trunk group(s) to all BellSouth access and local tandems in the LATA where Pilgrim has homed (i.e. assigned) its NPA/NXXs. Pilgrim shall home its NPA/NXXs on the BellSouth tandems that serve the Exchange Rate Center Areas to which the NPA/NXXs are assigned. The specified association between BellSouth tandems and Exchange Rate Centers is defined in the national Local Exchange Routing Guide (LERG). Pilgrim shall enter its NPA/NXX access and/or local tandem homing arrangement into the LERG.
- 2.3 Switched Access traffic will be delivered to and by Interexchange Carriers (IXCs) based on Pilgrim's NXX Access Tandem homing arrangement as specified by Pilgrim in the Local Exchange Routing Guide (LERG).
- 2.4 Any Pilgrim interconnection request that deviates from the interconnection trunk group architectures as described in this Agreement that affects traffic delivered to Pilgrim from a BellSouth switch that requires special BellSouth switch translations and other network modifications will require Pilgrim to submit a Bona Fide Request/New Business Request via the Bona Fide Request/New Business Request Process set forth in General Terms and Conditions.
- 2.5 Charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and Pilgrim are set forth in Exhibit A. To the extent a rate associated with the interconnecting trunk group is not set forth in Exhibit A, the interim rate shall be as set forth in the appropriate BellSouth tariff for Switched Access services. Once a cost based rate is established by BellSouth, the interim tariff rate shall be trued up and the cost based rate will be applied retroactively to the effective date of this agreement.
- 2.6 For two-way trunk groups that carry both Parties' local and IntraLATA Toll traffic only, excluding trunk groups that carry Transit Traffic, the Parties shall be compensated for the nonrecurring and recurring charges for dedicated transport trunks and facilities at 50% of the applicable contractual or tariff rates for the services provided by each Party. Pilgrim shall be responsible for ordering and paying for any two-way trunks carrying Transit Traffic.
- 2.7 All trunk groups will be provisioned as Signaling System 7 (SS7) capable where technically feasible. If SS7 is not technically feasible multi-frequency (MF) protocol signaling shall be used.
- 2.8 In cases where Pilgrim is also an IXC, the IXC's Feature Group D (FG D) trunk group(s) must remain separate from the local interconnection trunk group(s).

2.9 Unless in response to a blocking situation or for a project, when either Party orders interconnection trunk group augmentations, a Firm Order Confirmation (FOC) shall be returned to the ordering Party within four (4) business days from receipt of a valid error free ASR. A project is defined as a new trunk group or the request of 96 or more trunks on a single or multiple trunk group(s) in a given local calling area. Blocking situations and projects shall be managed through the BellSouth Interconnection Trunking Project Management group and Pilgrim's equivalent trunking group.

2.10 **Interconnection Trunk Groups for Exchange of Local, IntraLATA Toll and Transit Traffic**

2.10.1 If the Parties' originated local and/or intraLATA toll traffic is utilizing the same two-way trunk group, the Parties shall mutually agree to use this type of two-way interconnection trunk group with the quantity of trunks being mutually determined and the provisioning being jointly coordinated. Furthermore, the Interconnection Point(s) for two-way interconnection trunk groups transporting both Parties local and/or intraLATA toll shall be mutually agreed upon. Pilgrim shall order such two-way trunks via the Access Service Request (ASR) process in place for Local Interconnection upon determination by the Parties, in a joint planning meeting, that such trunk groups shall be utilized. BellSouth will use the Trunk Group Service Request (TGSR) to request changes in trunking. Both Parties reserve the right to issue ASRs, if so required, in the normal course of business. Furthermore, the Parties shall jointly review such trunk performance and forecasts on a periodic basis. The Parties use of two-way interconnection trunk groups for the transport of local and/or intraLATA toll traffic between the Parties does not preclude either Party from establishing additional one-way interconnection trunks for the delivery of its originated local and/or intraLATA toll traffic to the other Party.

2.10.2 **BellSouth Access Tandem Interconnection Architectures**

BellSouth Access Tandem Interconnection provides intratandem access to subtending end offices. BellSouth Multiple Tandem Access (MTA), described later in this Agreement, may be ordered using any of the following access tandem architectures.

2.10.2.1 **Basic Architecture**

2.10.2.1.1 In this architecture, Pilgrim's originating Local and IntraLATA Toll and originating and terminating Transit Traffic is transported on a single two-way trunk group between Pilgrim and BellSouth access tandem(s) within a LATA. This group carries intratandem Transit Traffic between Pilgrim and Independent Companies, Interexchange Carriers, other CLECs and other network providers with which Pilgrim desires interconnection and has the proper contractual arrangements. This group also carries Pilgrim originated intertandem traffic transiting a single BellSouth access tandem destined to third party tandems such

as an Independent Company tandem or other CLEC tandem. BellSouth originated Local and IntraLATA Toll traffic is transported on a single one-way trunk group terminating to Pilgrim. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if required. The LERG should be referenced for current routing and tandem serving arrangements. The Basic Architecture is illustrated in Exhibit B.

2.10.2.2 One-Way Trunk Group Architecture

2.10.2.2. In this architecture, the Parties interconnect using two one-way trunk groups. One one-way trunk group carries Pilgrim-originated local and intraLATA toll traffic destined for BellSouth end-users. The other one-way trunk group carries BellSouth-originated local and intraLATA toll traffic destined for Pilgrim end-users. A third two-way trunk group is established for Pilgrim's originating and terminating Transit Traffic. This group carries intratandem Transit Traffic between Pilgrim and Independent Companies, Interexchange Carriers, other CLECs and other network providers with which Pilgrim desires interconnection and has the proper contractual arrangements. This group also carries Pilgrim originated intertandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if required. The LERG should be referenced for current routing and tandem serving arrangements. The One-Way Trunk Group Architecture is illustrated in Exhibit C.

2.10.2.3 Two-Way Trunk Group Architecture

2.10.2.3.1 The Two-Way Trunk Group Architecture establishes one two-way trunk group to carry local and intraLATA toll traffic between Pilgrim and BellSouth. In addition, a two-way transit trunk group must be established for Pilgrim's originating and terminating Transit Traffic. This group carries intratandem Transit Traffic between Pilgrim and Independent Companies, Interexchange Carriers, other CLECs and other network providers with which Pilgrim desires interconnection and has the proper contractual arrangements. This group also carries Pilgrim originated intertandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if required. The LERG should be referenced for current routing and tandem serving arrangements. The Two-Way Trunk Group Architecture is illustrated in Exhibit D.

2.10.2.4 Supergroup Architecture

2.10.2.4.1 In the Supergroup Architecture, the Parties Local and IntraLATA Toll and Pilgrim's Transit Traffic are exchanged on a single two-way trunk group between Pilgrim and BellSouth. This group carries intratandem Transit Traffic between Pilgrim and Independent Companies, Interexchange Carriers, other CLECs and other

network providers with which Pilgrim desires interconnection and has the proper contractual arrangements. This group also carries Pilgrim originated intertandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if required. The LERG should be referenced for current routing and tandem serving arrangements. The Supergroup Architecture is illustrated in Exhibit E.

2.10.3 **Multiple Access Tandem Service**

2.10.3.1 BellSouth **Multiple Tandem Access (MTA)** provides for LATA wide BellSouth transport and termination of Pilgrim-originated intraLATA toll and Local Traffic, that is transported by BellSouth, by establishing an interconnection trunk group(s) at a BellSouth access tandem with routing through multiple BellSouth access tandems as required. However, Pilgrim must still establish an interconnection trunk group(s) at all BellSouth access tandems where Pilgrim NXXs are "homed". If Pilgrim does not have NXXs homed at a BellSouth access tandem within a LATA and elects not to establish an interconnection trunk group(s) at such BellSouth access tandem, Pilgrim can order MTA in each BellSouth access tandem within the LATA where it does have an interconnection trunk group(s) and BellSouth will terminate traffic to end-users served through those BellSouth access tandems where Pilgrim does not have an interconnection trunk group(s). MTA shall be provisioned in accordance with BellSouth's Ordering Guidelines.

2.10.3.2 MTA does not include switched access traffic that transits the BellSouth network to an Interexchange Carrier (IXC). Switched Access traffic will be delivered to and by IXCs based on Pilgrim's NXX Access Tandem homing arrangement as specified by Pilgrim in the national Local Exchange Routing Guide (LERG).

2.10.3.3 For Pilgrim-originated local and intraLATA toll traffic that BellSouth transports but is destined for termination by a third Party network (Transit Traffic), BellSouth MTA is required if multiple BellSouth access tandems are necessary to deliver the call to the third Party network.

2.10.3.4 The Parties agree that compensation for the BellSouth transport and/or termination of Pilgrim's Local Traffic and intraLATA toll traffic will be billed on a statewide basis at the applicable rates specified in Exhibit A to this Attachment for Local Traffic and at the BellSouth intrastate switched access tariff rates for intraLATA toll traffic.

2.10.3.5 To the extent Pilgrim does not purchase MTA in a calling area that has multiple access tandems serving the calling area as defined by BellSouth, Pilgrim must establish an interconnection trunk group(s) to every access tandem in the calling area in order to serve the entire calling area. To the extent Pilgrim does not purchase MTA and provides intraLATA toll service to its customers, it may be necessary for it to establish an interconnection trunk group(s) to additional BellSouth access

tandems that serve end offices outside the local calling area. To the extent Pilgrim routes its traffic in such a way that utilizes BellSouth's MTA service without properly ordering MTA service, Pilgrim agrees to pay BellSouth the associated transport and termination charges.

2.10.4 Local Tandem Interconnection

2.10.4.1 Local Tandem Interconnection arrangement allows Pilgrim to establish an interconnection trunk group(s) at BellSouth local tandems for: (1) the delivery of Pilgrim-originated Local Traffic transported and terminated by BellSouth to BellSouth end offices within the local calling area as defined in BellSouth's General Subscriber Services Tariff (GSST), section A3 served by those BellSouth local tandems, and (2) for local Transit Traffic transported by BellSouth for third party network providers who have also established an interconnection trunk group(s) at those BellSouth local tandems.

2.10.4.2 When a specified local calling area is served by more than one BellSouth local tandem, Pilgrim must designate a "home" local tandem for each of its assigned NPA/NXXs and establish trunk connections to such local tandems. Additionally, Pilgrim may choose to establish an interconnection trunk group(s) at the BellSouth local tandems where it has no codes homing but is not required to do so. Pilgrim may deliver Local Traffic to a "home" BellSouth local tandem that is destined for other BellSouth or third party network provider end offices subtending other BellSouth local tandems in the same local calling area where Pilgrim does not choose to establish an interconnection trunk group(s). It is Pilgrim's responsibility to enter its own NPA/NXX local tandem homing arrangements into the Local Exchange Routing Guide (LERG) either directly or via a vendor in order for other third party network providers to determine appropriate traffic routing to Pilgrim's codes. Likewise, Pilgrim shall obtain its routing information from the LERG.

2.10.4.3 Notwithstanding establishing an interconnection trunk group(s) to BellSouth's local tandems, Pilgrim must also establish an interconnection trunk group(s) to BellSouth access tandems within the LATA on which Pilgrim has NPA/NXXs homed for the delivery of Interexchange Carrier Switched Access (SWA) and toll traffic, and traffic to Type 2A CMRS connections located at the access tandems. BellSouth shall not switch SWA traffic through more than one BellSouth access tandem. SWA, Type 2A CMRS or toll traffic routed to the local tandem in error will not be backhauled to the BellSouth access tandem for completion. (Type 2A CMRS interconnection is defined in BellSouth's A35 General Subscriber Services Tariff).

2.10.4.4 BellSouth's provisioning of local tandem interconnection assumes that Pilgrim has executed the necessary local interconnection agreements with the other third party network providers subtending those local tandems as required by the Act.

2.10.5 **Direct End Office-to-End Office Interconnection**

2.10.5.1 Direct End Office-to-End Office one-way or two-way interconnection trunk groups allow for the delivery of a Party's originating local or intraLATA toll traffic to the terminating Party on a direct end office-to-end office basis.

2.10.5.2 The Parties shall utilize direct end office-to-end office trunk groups under the following conditions:

2.10.5.2.1 Tandem Exhaust - If a tandem through which the Parties are interconnected is unable to, or is forecasted to be unable to support additional traffic loads for any period of time, the Parties will mutually agree on an end office trunking plan that will alleviate the tandem capacity shortage and ensure completion of traffic between Pilgrim and BellSouth's subscribers.

2.10.5.2.2 Traffic Volume - To the extent either Party has the capability to measure the amount of traffic between a Pilgrim switching center and a BellSouth end office, either Party shall install and retain direct end office trunking sufficient to handle actual or reasonably forecasted traffic volumes, whichever is greater, between a Pilgrim switching center and a BellSouth end office where the traffic exceeds or is forecasted to exceed a single DS1 of traffic per month. Either Party will install additional capacity between such points when overflow traffic between Pilgrim's switching center and BellSouth's end office exceeds or is forecasted to exceed a single DS1 of traffic per month. In the case of one way trunking, additional trunking shall only be required by the Party whose trunking has achieved the preceding usage threshold.

2.10.5.2.3 Mutual Agreement - The Parties may install direct end office trunking upon mutual agreement in the absence of conditions (1) or (2) above and agreement will not unreasonably be withheld.

2.10.6 **Transit Traffic Trunk Group**

2.10.6.1 Transit Traffic trunks can either be two-way trunks or two one-way trunks ordered by Pilgrim to deliver and receive local and intraLATA toll Transit Traffic from third parties, such as Independent Companies and other CLECs, via BellSouth access tandems (or BellSouth local tandems for Local Traffic), and Switched Access traffic to and from Interexchange Carriers via BellSouth access tandems pursuant to the Transit Traffic section of this Attachment. Establishing Transit Traffic trunks at BellSouth access and local tandems provides intratandem access to the third parties also interconnected at those tandems.

2.10.6.2 **Toll Free Traffic**

2.10.6.2.1 If Pilgrim chooses BellSouth to handle Toll Free database queries from its switches, all Pilgrim originating Toll Free traffic will be routed over the Transit Traffic Trunk Group.

- 2.10.6.2.2 All originating Toll Free Service (Toll Free) calls for which Pilgrim requests that BellSouth perform the Service Switching Point (“SSP”) function (i.e., perform the database query) shall be delivered using GR-394 format over the Transit Traffic Trunk Group. Carrier Code “0110” and Circuit Code (to be determined for each LATA) shall be used for all such calls.
- 2.10.6.2.3 Pilgrim may handle its own Toll Free database queries from its switch. If so, Pilgrim will determine the nature (local/intraLATA/interLATA) of the Toll Free call based on the response from the database. If the query determines that the call is a BellSouth local or intraLATA Toll Free number, Pilgrim will route the post-query local or IntraLATA converted ten-digit local number to BellSouth over the local or intraLATA trunk group. If the query determines that the call is a third party (ICO or other CLEC) local or intraLATA Toll Free number, Pilgrim will route the post-query local or intraLATA converted ten-digit local number to BellSouth over the Transit Traffic Trunk Group. In such case, Pilgrim is to provide a Toll Free billing record when appropriate. If the query reveals the call is an interLATA Toll Free number, Pilgrim will route the post-query interLATA call (Toll Free number) directly from its switch for carriers interconnected with its network or over the Transit Traffic Trunk Group to carriers not directly connected to its network but are connected to BellSouth’s access tandem. Calls will be routed to BellSouth over the local/intraLATA and Transit Traffic Trunk Groups within the LATA in which the calls originate.
- 2.10.6.2.4 All post-query Toll Free Service (Toll Free) calls for which Pilgrim performs the SSP function, if delivered to BellSouth, shall be delivered using GR-394 format for calls destined to IXCs, and GR-317 format for calls destined to end offices that directly subtend the BellSouth access tandem.

3. **Network Design And Management For Interconnection**

- 3.1 Network Management and Changes. Both Parties will work cooperatively with each other to install and maintain the most effective and reliable interconnected telecommunications networks, including ~~but not limited to~~, the exchange of toll-free maintenance contact numbers and escalation procedures. Both Parties agree to provide public notice of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.
- 3.2 Interconnection Technical Standards. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria. Interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Bellcore Standard No. TR-NWT-00499. Signal transfer point, Signaling System 7 (“SS7”) connectivity is required at each interconnection point. BellSouth will provide out-of-band signaling using Common Channel Signaling Access Capability where technically and economically feasible, in accordance with the technical

specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. Facilities of each Party shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling number ID (Calling Party Number) when technically feasible.

- 3.3 Quality of Interconnection. The local interconnection for the transmission and routing of telephone exchange service and exchange access that each Party provides to each other will be at least equal in quality to what it provides to itself and any subsidiary or affiliate, where technically feasible, or to any other Party to which each Party provides local interconnection.
- 3.4 Network Management Controls. Both Parties will work cooperatively with each other to apply sound network management principles by invoking appropriate network management controls (e.g., call gapping) to alleviate or prevent network congestion.
- 3.5 Common Channel Signaling. Both Parties will provide LEC-to-LEC Common Channel Signaling (“CCS”) to each other, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All CCS signaling parameters will be provided, including automatic number identification (“ANI”), originating line information (“OLI”) calling company category, charge number, etc. All privacy indicators will be honored, and each Party will cooperate with each other on the exchange of Transactional Capabilities Application Part (“TCAP”) messages to facilitate full interoperability of CCS-based features between the respective networks. Neither Party shall alter the CCS parameters, or be a party to altering such parameters, or knowingly pass CCS parameters that have been altered in order to circumvent appropriate interconnection charges.
- 3.6 Signaling Call Information. BellSouth and Pilgrim will send and receive 10 digits for Local Traffic. Additionally, BellSouth and Pilgrim will exchange the proper call information, i.e. originated call company number and destination call company number, CIC, and OZZ, including all proper translations for routing between networks and any information necessary for billing.
- 3.7 **Forecasting for Trunk Provisioning**
- 3.7.1 Within six (6) months after execution of this agreement, Pilgrim shall provide an initial interconnection trunk group forecast for each LATA that it shall provide service within BellSouth’s region. Upon receipt of Pilgrim’s forecast, the Parties shall schedule and participate in a joint planning meeting to develop a joint interconnection trunk group forecast. Each forecast provided under this Section shall be deemed “Confidential Information” under the General Terms and Conditions – Part A of this Agreement.
- 3.7.1.1 At a minimum, the forecast shall include the projected quantity of Transit Trunks, Pilgrim-to-BellSouth one-way trunks (“Pilgrim Trunks”), BellSouth-to-Pilgrim

one-way trunks (“Reciprocal Trunks”) and/or two-way interconnection trunks, if the Parties have agreed to interconnect using two-way trunking to transport the Parties’ local and intraLATA toll. The quantities shall be projected for a minimum of six months in advance and shall include the current year plus next two years total forecasted quantities. Considering Pilgrim’s provided forecast, the Parties shall mutually develop Reciprocal Trunk and/or two-way interconnection trunk forecast quantities for the time periods listed and to be included within the initial forecast.

- 3.7.1.2 Additionally all forecasts shall include, at a minimum, Access Carrier Terminal Location (“ACTL”), trunk group type (local/intraLATA toll, Transit, Operator Services, 911, etc.), A location/Z location (CLLI codes for Pilgrim location and BellSouth location where the trunks shall terminate), interface type (e.g., DS1), Direction of Signaling, Trunk Group Number, if known, (commonly referred to as the 2-6 code) and forecasted trunks in service each year (cumulative).
- 3.7.2 Each Party shall exercise its best efforts to provide the quantity of interconnection trunks mutually forecasted. However, the provision of the forecasted quantity of interconnection trunks is subject to trunk terminations and facility capacity existing at the time the trunk order is submitted. Furthermore, the receipt and development of trunk forecasts does not imply any liability for failure to perform if capacity (trunk terminations or facilities) is not available for use at the forecasted time.
- 3.7.3 The submitting and development of interconnection trunk forecasts shall not replace the ordering process in place for local interconnection trunks.
- 3.7.4 Once initial interconnection trunk forecasts have been developed, Pilgrim shall continue to provide interconnection trunk forecasts on a semiannual basis or at otherwise mutually agreeable intervals. Pilgrim shall use its best efforts to make the forecasts as accurate as possible based on reasonable engineering criteria. Interconnection trunk forecasts shall be updated and provided to BellSouth on an as needed basis, but no less frequently than semiannually and no more frequently than monthly. Upon receipt of Pilgrim’s forecast, including forecast updates, the Parties shall confer to mutually develop BellSouth Reciprocal Trunk and/or two-way interconnection trunk forecasted quantities for the listed time periods within such subsequent forecasts.

3.8 **Trunk Utilization**

- 3.8.1 BellSouth and Pilgrim shall monitor traffic on each interconnection trunk group that is installed pursuant to the initial interconnection trunk requirements and subsequent forecasts. At any time after the end of a calendar quarter, based on a review of the capacity utilization during such quarter for installed Reciprocal Trunk groups and/or two-way interconnection trunk groups, subject to the provision of the section following, after fifteen (15) business days advance written notice to Pilgrim, BellSouth may disconnect any Non-utilized Reciprocal

Trunk(s) and Pilgrim shall refund to BellSouth any associated trunk and facility charges paid by BellSouth. In addition, BellSouth may request Pilgrim to disconnect any Non-utilized two-way interconnection trunk(s), if BellSouth has determined that the trunk group is not being utilized at eighty-five percent (85%) of the time consistent busy hour utilization level, provided that the Parties have not otherwise agreed. Pilgrim shall comply with such request, subject to Section 3.8.1.1 below. Non-utilized trunks are defined as the trunks not being utilized as a result of a time consistent busy hour utilization of less than 85%.

- 3.8.1.1 Within ten (10) business days following the notice prescribed in the section above, Pilgrim may request that BellSouth not disconnect or not request disconnection for some or all of the Non-utilized Trunks, in which event BellSouth shall keep the trunks in service and may invoice Pilgrim for, and Pilgrim shall pay, all applicable recurring and nonrecurring trunk and facility access tariff charges for the Non-utilized Trunks. The charges shall be applied retroactive to the date on which such trunks were installed and to continue until such trunks are disconnected, or to the extent Pilgrim requests that such trunks remain in service, until the trunk group reaches an eighty-five percent (85%) time-consistent busy hour utilization level. In addition, Pilgrim shall reimburse BellSouth for any nonrecurring and/or recurring charges BellSouth may have paid to Pilgrim for the Non-utilized Trunks and for any trunk installation expense BellSouth incurred. This expense shall equal the nonrecurring installation charge for trunks in BellSouth's intrastate tariff. Furthermore, the Pilgrim forecasts for each subsequent forecast period shall be automatically reduced by the number of Reciprocal Trunks and/or two-way interconnection trunks that have been determined to be subject to disconnection pursuant to the foregoing procedures.
- 3.8.2 To the extent Pilgrim requests BellSouth and BellSouth agrees to install additional Reciprocal and/or two-way interconnection trunks in any forecast period following the initial forecasting period that are not included in the forecast for that period (as such forecast may be revised from time to time), such trunks may be provisioned by BellSouth subject to the conditions set forth in the preceding sections above, and all applicable recurring and nonrecurring charges for such trunks shall be billed to and paid by Pilgrim until such trunk groups reach an eighty-five percent (85%) time-consistent busy hour utilization level.
- 3.8.3 To the extent that any interconnection trunk group is utilized at a time-consistent busy hour of ninety percent (90%) or greater, the Parties shall negotiate in good faith for the installation of augmented facilities.

4. Local Dialing Parity

- 4.1 BellSouth and Pilgrim shall provide local and toll dialing parity to each other with no unreasonable dialing delays. Dialing parity shall be provided for all originating telecommunications services that require dialing to route a call. BellSouth and Pilgrim shall permit similarly situated telephone exchange service end users to dial the same number of digits to make a local telephone call

notwithstanding the identity of the end user's or the called party's telecommunications service provider.

5. Interconnection Compensation

5.1 Compensation for Call Transportation and Termination for Local Traffic

5.1.1 For reciprocal compensation between the Parties pursuant to this Attachment, Local Traffic is defined as any telephone call that is originated by an end user of one Party and terminated to an end user of the other Party within a given LATA on that other Party's network, except for those calls that are originated or terminated through switched access arrangements as established by the ruling regulatory body.

5.1.1.1 Additionally, Local Traffic includes any cross boundary, voice-to-voice intrastate, interLATA or interstate, interLATA calls between specific wire centers established as a local call by the ruling regulatory body.

5.1.1.2 As clarification of this definition and for reciprocal transport and termination compensation, Local Traffic does not include traffic that originates from or is directed to or through an enhanced service provider or information service provider.

5.1.1.3 As further clarification, Local Traffic does not include calls that do not transmit information of the user's choosing. In any event, neither Party shall pay reciprocal compensation to the other if the "traffic" to which such reciprocal compensation would otherwise apply was generated, in whole or in part, for the purpose of creating an obligation on the part of the originating carrier to pay reciprocal compensation for such traffic.

5.1.2 The Parties shall provide for the mutual and reciprocal recovery of the costs for the elemental functions performed in transporting and terminating Local Traffic on each other's network. The Parties agree that charges for transport and termination of calls on its respective networks are as set forth in Exhibit A to this Attachment.

5.1.3 For the purposes of this Attachment, **Common (Shared) Transport** is defined as the transport of the originating Party's traffic by the terminating Party over the terminating Party's common (shared) facilities between the terminating Party's tandem switch and end office switch and/or between the terminating Party's tandem switches.

5.1.4 For the purposes of this Attachment, **Tandem Switching** is defined as the function that establishes a communications path between two switching offices through a third switching office (the Tandem switch).

- 5.1.5 For the purposes of this Attachment, **End Office Switching** is defined as the function that establishes a communications path between the trunk side and line side of the End Office switch.
- 5.1.6 If Pilgrim utilizes a switch outside the LATA and BellSouth chooses to purchase dedicated or common (shared) transport from Pilgrim for transport and termination of BellSouth originated traffic, BellSouth will pay Pilgrim no more than the airline miles between the V & H coordinates of the Interconnection Point within the LATA where Pilgrim receives the BellSouth-originated traffic and the V & H coordinates of the BellSouth Exchange Rate Center Area that the Pilgrim terminating NPA/NXX is associated in the same LATA. For these situations, BellSouth will compensate Pilgrim at either dedicated or common (shared) transport rates specified in Exhibit A and based upon the functions provided by Pilgrim as defined in this Attachment.
- 5.1.7 Neither Party shall represent Switched Access Traffic as Local Traffic for purposes of payment of reciprocal compensation.
- 5.1.8 Pursuant to the definition of Local Traffic in this Attachment, and for the purpose of delivery of BellSouth originating traffic to Pilgrim, BellSouth shall pay to Pilgrim reciprocal compensation for Local Traffic delivered to Pilgrim end users physically located within the LATA in which the call originated and within which the Pilgrim end user's NPA/NXX is assigned. If Pilgrim assigns NPA/NXXs to specific BellSouth rate centers within the LATA and assigns numbers from those NPA/NXXs to Pilgrim end users physically located outside of that LATA, BellSouth traffic originating from within the LATA where the NPA/NXXs are assigned and delivered to a Pilgrim customer physically located outside of such LATA, shall not be deemed Local Traffic, and no compensation from BellSouth to Pilgrim shall be due therefor. Further, Pilgrim agrees to identify such interLATA traffic to BellSouth and to compensate BellSouth for originating and transporting such interLATA traffic to Pilgrim at BellSouth's switched access tariff rates.
- 5.1.9 If Pilgrim does not identify such interLATA traffic to BellSouth, to the best of BellSouth's ability BellSouth will determine which whole Pilgrim NPA/NXXs on which to charge the applicable rates for originating network access service as reflected in BellSouth's Access Service Tariff. BellSouth shall make appropriate billing adjustments if Pilgrim can provide sufficient information for BellSouth to determine whether or not said traffic is Local Traffic.
- 5.2 **Percent Local Use.** Each Party shall report to the other a Percent Local Usage ("PLU"). The application of the PLU will determine the amount of local minutes to be billed to the other Party. For purposes of developing the PLU, each Party shall consider every local call and every long distance call, excluding Transit Traffic. Each Party shall update its PLU on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 calendar days after the first of each such month based on local usage

for the past three months ending the last day of December, March, June and September, respectively. Requirements associated with PLU calculation and reporting shall be as set forth in BellSouth's Percent Local Use Reporting Guidebook, as it is amended from time to time. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PLU factor, shall at the terminating Party's option be utilized to determine the appropriate local usage compensation to be paid.

5.3 **Percent Local Facility.** Each Party shall report to the other a Percent Local Facility ("PLF"). The application of the PLF will determine the portion of switched dedicated transport to be billed per the local jurisdiction rates. The PLF shall be applied to multiplexing, local channel and interoffice channel switched dedicated transport utilized in the provision of local interconnection trunks. Each Party shall update its PLF on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 calendar days after the first of each such month to be effective the first bill period the following month, respectively. Requirements associated with PLU and PLF calculation and reporting shall be as set forth in BellSouth's Percent Local Use/Percent Local Facility Reporting Guidebook, as it is amended from time to time.

5.4 **Percent Interstate Usage.** Each Party shall report to the other the projected Percent Interstate Usage ("PIU"). All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in BellSouth's Intrastate Access Services Tariff will apply to Pilgrim. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU and PLF factors will be used for application and billing of local interconnection. Each Party shall update its PIUs on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 calendar days after the first of each such month, for all services showing the percentages of use (PIUs, PLU, and PLF) for the past three months ending the last day of December, March, June and September. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PIU and PLU factors, shall at the terminating Party's option be utilized to determine the appropriate local usage compensation to be paid.

5.5 **Audits.** On thirty (30) days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. BellSouth and Pilgrim shall retain records of call detail for a minimum of nine months from which a PLU, PLF and/or PIU can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditory paid for by the Party requesting the audit. The PLU and/or PIU shall be adjusted based upon the audit results and

shall apply to the usage for the quarter the audit was completed, to the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit. If, as a result of an audit, either Party is found to have overstated the PLU and/or PIU by twenty percentage points (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit.

5.6 **Rate True-up**

This section applies only to Tennessee and other rates that are interim or expressly subject to true-up under this attachment.

- 5.6.1 The interim prices for Unbundled Network Elements and Other Services and Local Interconnection shall be subject to true-up according to the following procedures:
- 5.6.2 The interim prices shall be trued-up, either up or down, based on final prices determined either by further agreement between the Parties, or by a final order (including any appeals) of the Commission which final order meets the criteria of (3) below. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with interim prices for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the true-up can be based, and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such true-up, the Parties agree that the body having jurisdiction over the matter shall be called upon to resolve such differences, or the Parties may mutually agree to submit the matter to the Dispute Resolution process in accordance with the provisions of Section 12 of the General Terms and Conditions and Attachment 1 of the Agreement.
- 5.6.3 The Parties may continue to negotiate toward final prices, but in the event that no such agreement is reached within nine (9) months, either Party may petition the Commission to resolve such disputes and to determine final prices for each item. Alternatively, upon mutual agreement, the Parties may submit the matter to the Dispute Resolution Process set forth in the General Terms and Conditions of the Agreement, so long as they file the resulting Agreement with the Commission as a “negotiated agreement” under Section 252(e) of the Act.
- 5.6.4 A final order of this Commission that forms the basis of a true-up shall be the final order as to prices based on appropriate cost studies, or potentially may be a final order in any other Commission proceeding which meets the following criteria:
- (a) BellSouth and CLEC is entitled to be a full Party to the proceeding;

- (b) It shall apply the provisions of the federal Telecommunications Act of 1996, including but not limited to Section 252(d)(1) (which contains pricing standards) and all then-effective implementing rules and regulations; and,
- (c) It shall include as an issue the geographic deaveraging of unbundled element prices, which deaveraged prices, if any are required by said final order, shall form the basis of any true-up.

5.7 **Compensation for IntraLATA Toll Traffic**

5.7.1 **IntraLATA Toll Traffic.** IntraLATA Toll Traffic is defined as any telephone call that is not local or switched access per this Agreement.

5.7.2 **Compensation for intraLATA toll traffic.** For terminating its intraLATA toll traffic on the other company's network, the originating Party will pay the terminating Party BellSouth's current intrastate or interstate, whichever is appropriate, terminating switched access tariff rates as set forth in BellSouth's Intrastate or Interstate Access Services Tariff. The appropriate charges will be determined by the routing of the call. If Pilgrim is the BellSouth end user's presubscribed interexchange carrier or if the BellSouth end user uses Pilgrim as an interexchange carrier on a 101XXXX basis, BellSouth will charge Pilgrim the appropriate BellSouth tariff charges for originating switched access services.

5.7.3 **Compensation for 8XX Traffic.** Each Party shall compensate the other pursuant to the appropriate switched access charges, including the database query charge as set forth in the BellSouth intrastate or interstate switched access tariffs.

5.7.4 **Records for 8XX Billing.** Each Party will provide to the other the appropriate records necessary for billing intraLATA 8XX customers. The records provided will be in a standard EMI format.

5.7.5 **8XX Access Screening.** BellSouth's provision of 8XX TFD to Pilgrim requires interconnection from Pilgrim to BellSouth 8XX SCP. Such interconnections shall be established pursuant to BellSouth's Common Channel Signaling Interconnection Guidelines and Bellcore's CCS Network Interface Specification document, TR-TSV-000905. Pilgrim shall establish CCS7 interconnection at the BellSouth Local Signal Transfer Points serving the BellSouth 8XX SCPs that Pilgrim desires to query. The terms and conditions for 8XX TFD are set out in BellSouth's Intrastate Access Services Tariff as amended.

5.8 **Mutual Provision of Switched Access Service**

5.8.1 **Switched Access Traffic.** Switched Access Traffic is described in the BellSouth Access Tariff. Additionally, any Public Switched Telephone Network interexchange telecommunications traffic, regardless of transport protocol method, where the physical location of the calling party and the physical location of the called party are in different LATAs, or are in the same LATA and the

Parties' Switched Access services are used for the origination or termination of the call, shall be considered Switched Access Traffic.

- 5.8.2 When Pilgrim's end office switch, subtending the BellSouth Access Tandem switch for receipt or delivery of switched access traffic, provides an access service connection to or from an interexchange carrier ("IXC") by either a direct trunk group to the IXC utilizing BellSouth facilities, or via BellSouth's tandem switch, each Party will provide its own access services to the IXC and bill on a multi-bill, multi-tariff meet-point basis. Each Party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by the Party providing the end office function. Each party will use the Multiple Exchange Carrier Access Billing (MECAB) guidelines to establish meet point billing for all applicable traffic. Thirty (30)-day billing periods will be employed for these arrangements. For tandem routed traffic, the tandem company agrees to provide to the Initial Billing Company as defined in MECAB, at no charge, all the switched access detail usage data, recorded at the access tandem, within no more than sixty (60) days after the recording date. The Initial Billing Company will provide the switched access summary usage data, for all originating and terminating traffic, to all Subsequent Billing Companies as defined in MECAB within 10 days of rendering the initial bill to the IXC. Each Party will notify the other when it is not feasible to meet these requirements so that the customers may be notified for any necessary revenue accrual associated with the significantly delayed recording or billing. As business requirements change data reporting requirements may be modified as necessary.
- 5.8.3 In the event that either Party fails to provide switched access detailed usage data to the other Party within 90 days after the recording date and the receiving Party is unable to bill and/or collect access revenues due to the sending Party's failure to provide such data within said time period, then the Party failing to send the data as specified herein shall be liable to the other Party in an amount equal to the unbillable or uncollectible revenues. Each company will provide complete documentation to the other to substantiate any claim of unbillable access revenues and a negotiated settlement will be agreed upon between the Parties.
- 5.8.4 Each Party will retain for a minimum period of sixty (60) days, access message detail sufficient to recreate any data which is lost or damaged by their company or any third party involved in processing or transporting data.
- 5.8.5 Each Party agrees to recreate the lost or damaged data within forty-eight (48) hours of notification by the other or by an authorized third party handling the data.
- 5.8.6 Each Party also agrees to process the recreated data within forty-eight (48) hours of receipt at its data processing center.
- 5.8.7 All claims should be filed with the other Party within 120 days of the receipt of the date of the unbillable usage.

5.8.8 The Initial Billing Company shall keep records of its billing activities relating to jointly-provided Intrastate and Interstate access services in sufficient detail to permit the Subsequent Billing Party to, by formal or informal review or audit, to verify the accuracy and reasonableness of the jointly-provided access billing data provided by the Initial billing Party. Each Party agrees to cooperate in such formal or informal reviews or audits and further agrees to jointly review the findings of such reviews or audits in order to resolve any differences concerning the findings thereof.

5.8.9 Pilgrim agrees not to deliver switched access traffic to BellSouth for termination except over Pilgrim ordered switched access trunks and facilities.

5.9 Transit Traffic Service

5.9.1 BellSouth shall provide tandem switching and transport services for Pilgrim's Transit Traffic. Transit traffic is traffic originating on Pilgrim's network that is switched and/or transported by BellSouth and delivered to a third party's network, or traffic originating on a third Party's network that is switched and/or transported by BellSouth and delivered to Pilgrim's network. Rates for local Transit Traffic shall be the applicable Call Transport and Termination charges as set forth in Exhibit A to this Attachment. Rates for intraLATA toll and Switched Access Transit Traffic shall be the applicable charges as set forth in BellSouth Interstate or Intrastate Switched Access tariffs. Switched Access Transit Traffic presumes that Pilgrim's end office is subtending the BellSouth Access Tandem for switched access traffic to and from Pilgrim's end users utilizing BellSouth facilities, either by direct trunks with the IXC, or via the BellSouth Access Tandem. Billing associated with all Transit Traffic shall be pursuant to Multiple Exchange Carrier Access Billing (MECAB) guidelines. Pursuant to these guidelines, the Initial Billing Company shall provide summary usage data, for all originating and terminating Transit Traffic, to all Subsequent Billing Companies. Traffic between Pilgrim and Wireless Type 1 third parties shall not be treated as Transit Traffic from a routing or billing perspective. Traffic between Pilgrim and Wireless Type 2A or UNE-CLEC third parties shall not be treated as Transit Traffic from a routing or billing perspective until BellSouth and the Wireless carrier or UNE-CLEC third party have the capability to properly meet-point-bill in accordance with MECAB guidelines.

5.9.2 The delivery of traffic which transits the BellSouth network and is transported to another carrier's network is excluded from any BellSouth billing guarantees and will be delivered at the rates stipulated in this Agreement to a terminating carrier. BellSouth agrees to deliver this traffic to the terminating carrier; provided, however, that Pilgrim is solely responsible for negotiating and executing any appropriate contractual agreements with the terminating carrier for the receipt of this traffic through the BellSouth network. BellSouth will not be liable for any compensation to the terminating carrier or to Pilgrim. Pilgrim agrees to compensate BellSouth for any charges or costs for the delivery of Transit Traffic to a connecting carrier on behalf of Pilgrim. Additionally, the Parties agree that

any billing to a third party or other telecommunications carrier under this section shall be pursuant to MECAB procedures.

- 5.10 Interconnection with Enhanced Service Providers (ESPs)/Information Service Providers (ISPs). ESP/ISP traffic shall not be included in the interconnection compensation arrangements of this Agreement.

6. Frame Relay Service Interconnection

- 6.1 In addition to the Local Interconnection services set forth above, BellSouth will offer a network to network Interconnection arrangement between BellSouth's and Pilgrim's frame relay switches as set forth below. The following provisions will apply only to Frame Relay Service and Exchange Access Frame Relay Service in those states in which Pilgrim is certified and providing Frame Relay Service as a Local Exchange Carrier and where traffic is being exchanged between Pilgrim and BellSouth Frame Relay Switches in the same LATA.
- 6.2 The Parties agree to establish two-way Frame Relay facilities between their respective Frame Relay Switches to the mutually agreed upon Frame Relay Service point(s) of interconnection ("POI(s)") within the LATA. All POIs shall be within the same Frame Relay Network Serving Areas as defined in Section A40 of BellSouth's General Subscriber Service Tariff except as set forth in this Attachment.
- 6.3 Upon the request of either Party, such interconnection will be established where BellSouth and Pilgrim have Frame Relay Switches in the same LATA. Where there are multiple Frame Relay switches in one central office, an interconnection with any one of the switches will be considered an interconnection with all of the switches at that central office for purposes of routing packet traffic.
- 6.4 The Parties agree to provision local and IntraLATA Frame Relay Service and Exchange Access Frame Relay Service (both intrastate and interstate) over Frame Relay interconnection facilities between the respective Frame Relay switches and the POIs.
- 6.5 The Parties agree to assess each other reciprocal charges for the facilities that each provides to the other according to the Percent Local Circuit Use Factor (PLCU), determined as follows:
- 6.5.1 If the data packets originate and terminate in locations in the same LATA, and consistent with the local definitions of the Agreement, the traffic is considered local. Frame Relay framed packet data is transported within Virtual Circuits (VC). For the purposes of this Agreement, if all the data packets transported within a VC remain within the LATA, then consistent with the local definitions in this Agreement, the traffic on that VC is local ("Local VC").
- 6.5.2 If the originating and terminating locations of the two way packet data traffic are not in the same LATA, the traffic on that VC is interLATA ("InterLATA VC").

- 6.5.3 The PLCU is determined by dividing the total number of Local VCs, by the total number of VCs on each Frame Relay facility. To facilitate implementation, Pilgrim may determine its PLCU in aggregate, by dividing the total number of Local VCs in a given LATA by the total number VCs in that LATA. The Parties agree to renegotiate the method for determining PLCU, at BellSouth's request, and within 90 days, if BellSouth notifies Pilgrim that it has found that this method does not adequately represent the PLCU.
- 6.5.4 If there are no VCs on a facility when it is billed, the PLCU will be zero.
- 6.5.5 BellSouth will provide the circuit between the Parties' respective Frame Relay Switches. The Parties will be compensated as follows: BellSouth will invoice, and Pilgrim will pay, the total non-recurring and recurring charges for the circuit based upon the rates set forth in BellSouth's Interstate Access Tariff, FCC No. 1. Pilgrim will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed charges for the circuit by one-half of Pilgrim's PLCU.
- 6.6 The Parties agree to compensate each other for Frame Relay network-to-network interface (NNI) ports based upon the NNI rates set forth in BellSouth's Interstate Access Tariff, FCC No. 1. Compensation for each pair of NNI ports will be calculated as follows: BellSouth will invoice, and Pilgrim will pay, the total non-recurring and recurring charges for the NNI port. Pilgrim will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed non-recurring and recurring charges for the NNI port by Pilgrim's PLCU.
- 6.7 Each Party agrees that there will be no charges to the other Party for its own subscriber's Permanent Virtual Circuit (PVC) rate elements for the local PVC segment from its Frame Relay switch to its own subscriber's premises. PVC rate elements include the Data Link Connection Identifier (DLCI) and Committed Information Rate (CIR).
- 6.8 For the PVC segment between the Pilgrim and BellSouth Frame Relay switches, compensation for the PVC charges is based upon the rates in BellSouth's Interstate Access Tariff, FCC No. 1.
- 6.9 Compensation for PVC rate elements will be calculated as follows:
- 6.9.1 If Pilgrim orders a VC connection between a BellSouth subscriber's PVC segment and a PVC segment from the BellSouth Frame Relay switch to the Pilgrim Frame Relay switch, BellSouth will invoice, and Pilgrim will pay, the total non-recurring and recurring PVC charges for the PVC segment between the BellSouth and Pilgrim Frame Relay switches. If the VC is a Local VC, Pilgrim will then invoice and BellSouth will pay, the total nonrecurring and recurring PVC charges billed for that segment. If the VC is not local, no compensation will be paid to Pilgrim for the PVC segment.

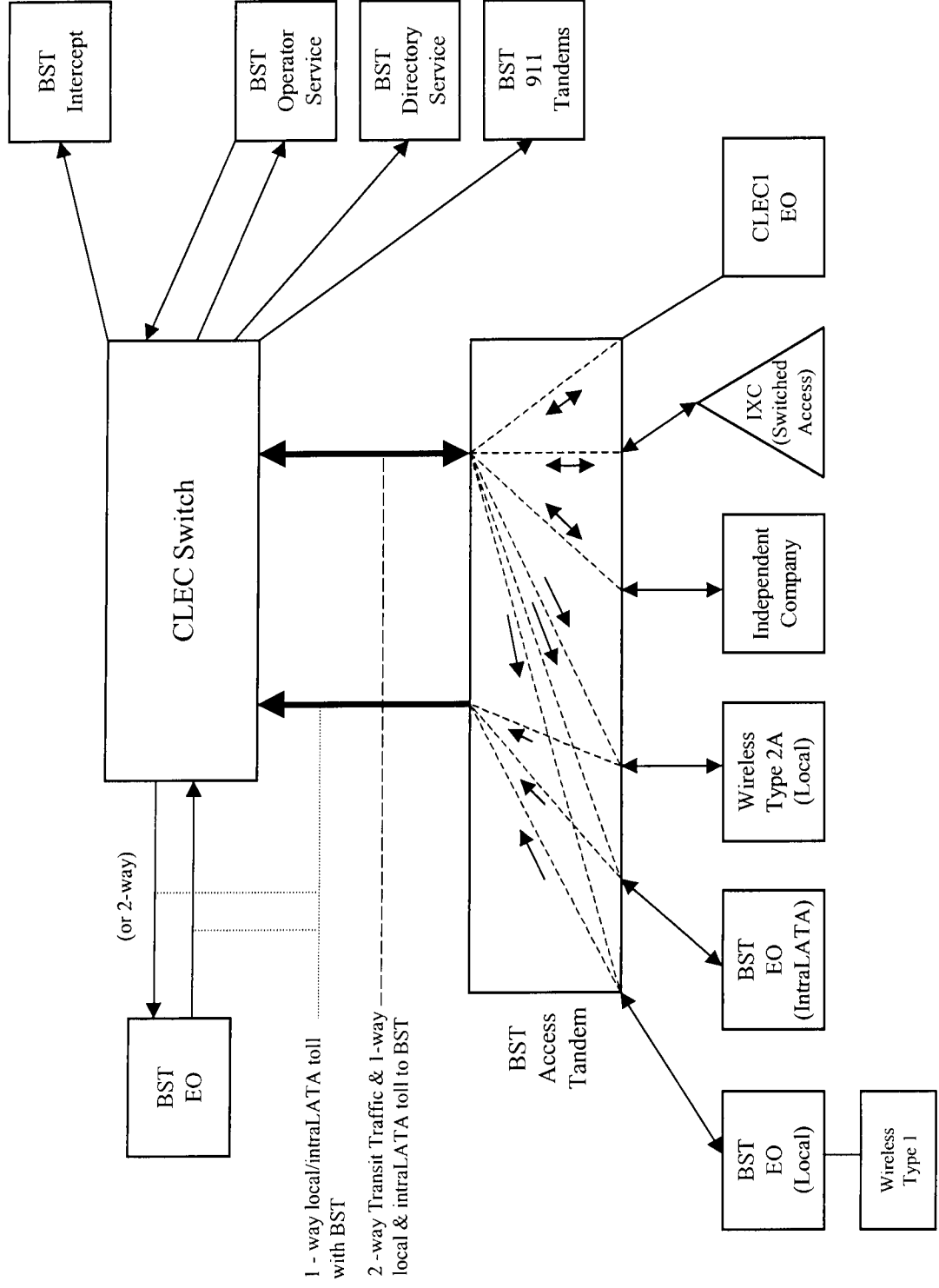
- 6.9.2 If BellSouth orders a Local VC connection between a Pilgrim subscriber's PVC segment and a PVC segment from the Pilgrim Frame Relay switch to the BellSouth Frame Relay switch, BellSouth will invoice, and Pilgrim will pay, the total non-recurring and recurring PVC and CIR charges for the PVC segment between the BellSouth and Pilgrim Frame Relay switches. If the VC is a Local VC, Pilgrim will then invoice and BellSouth will pay the total non-recurring and recurring PVC and CIR charges billed for that segment. If the VC is not local, no compensation will be paid to Pilgrim for the PVC segment.
- 6.9.3 The Parties agree to compensate each other for requests to change a PVC segment or PVC service order record, according to the Feature Change charge as set forth in the BellSouth access tariff BellSouth Tariff FCC No, 1.
- 6.9.4 If Pilgrim requests a change, BellSouth will invoice and Pilgrim will pay a Feature Change charge for each affected PVC segment.
- 6.9.4.1 If BellSouth requests a change to a Local VC, Pilgrim will invoice and BellSouth will pay a Feature Change charge for each affected PVC segment.
- 6.9.5 The Parties agree to limit the sum of the CIR for the VCs on a DS1 NNI port to not more than three times the port speed, or not more than six times the port speed on a DS3 NNI port.
- 6.9.6 Except as expressly provided herein, this Agreement does not address or alter in any way either Party's provision of Exchange Access Frame Relay Service or interLATA Frame Relay Service. All charges by each Party to the other for carriage of Exchange Access Frame Relay Service or interLATA Frame Relay Service are included in the BellSouth access tariff BellSouth Tariff FCC No, 1.
- 6.10 Pilgrim will identify and report quarterly to BellSouth the PLCU of the Frame Relay facilities it uses, per section 6.5.3 above.
- 6.11 Either Party may request a review or audit of the various service components, consistent with the provisions of section E2 of the BellSouth State Access Services tariffs or Section 2 of the BellSouth FCC No.1 Tariff.
- 6.12 If during the term of this Agreement, BellSouth obtains authority to provide interLATA Frame Relay in any State, the Parties agree to renegotiate this arrangement for the exchange of Frame Relay Service Traffic within one hundred eighty (180) days of the date BellSouth receives interLATA authority. In the event the Parties fail to renegotiate this Section 8 within the one hundred eighty day period, they will submit this matter to the appropriate State commission(s) for resolution.

7. **Operational Support Systems (OSS)**

The terms, conditions and rates for OSS are as set forth in Attachment 2.

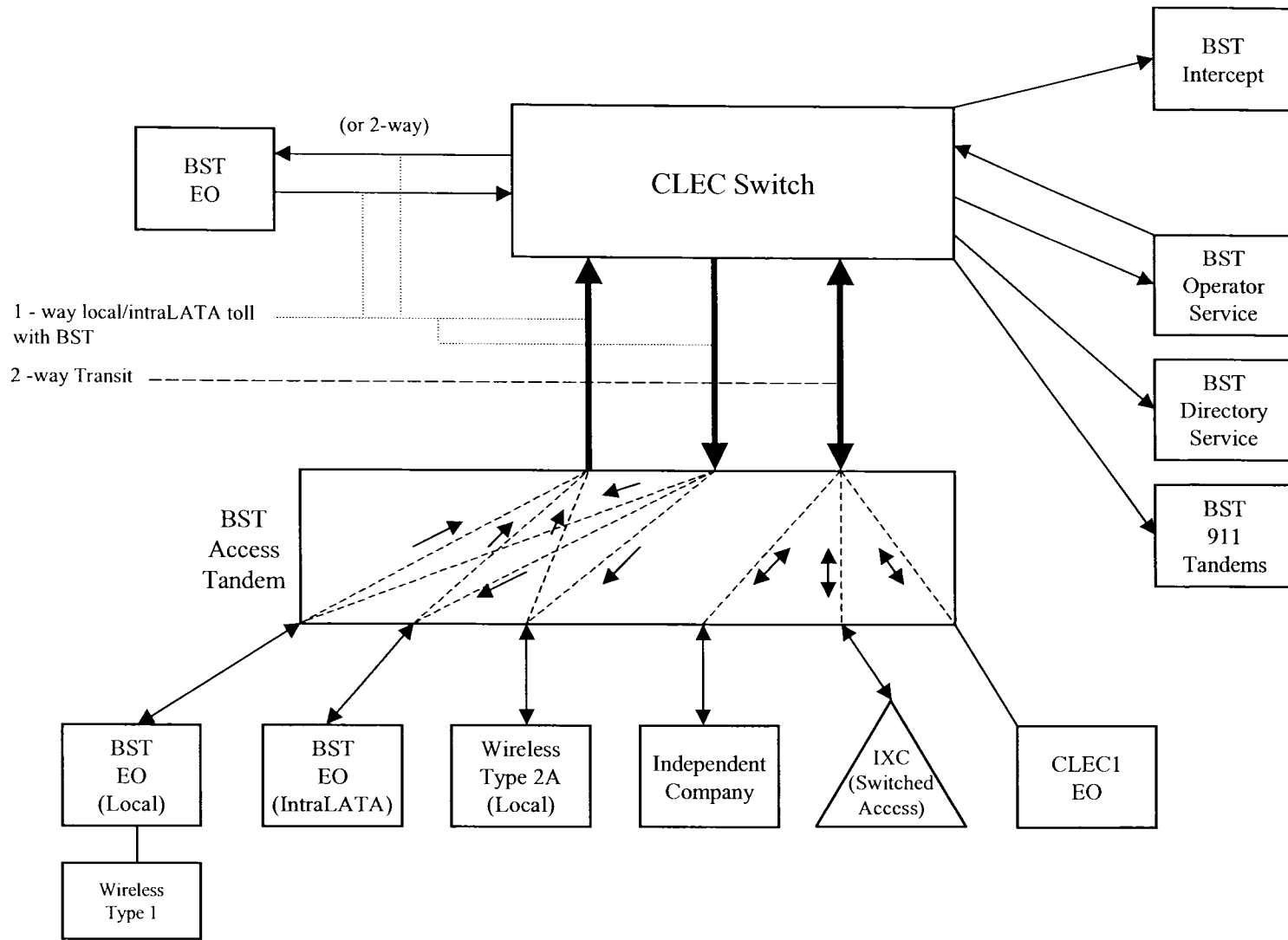
Basic Architecture

Exhibit B



One-Way Architecture

Exhibit C



Two-Way Architecture

Exhibit D

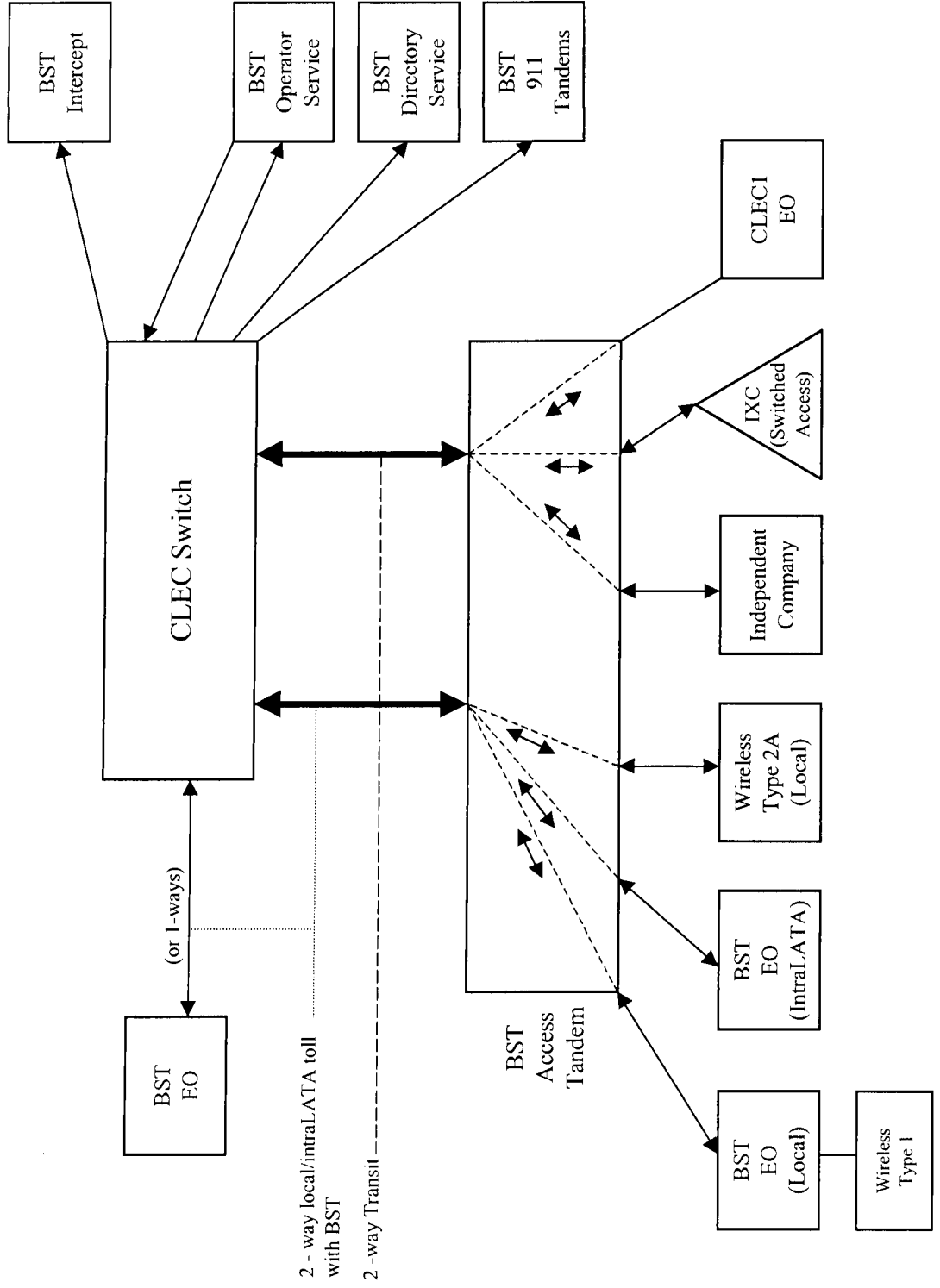
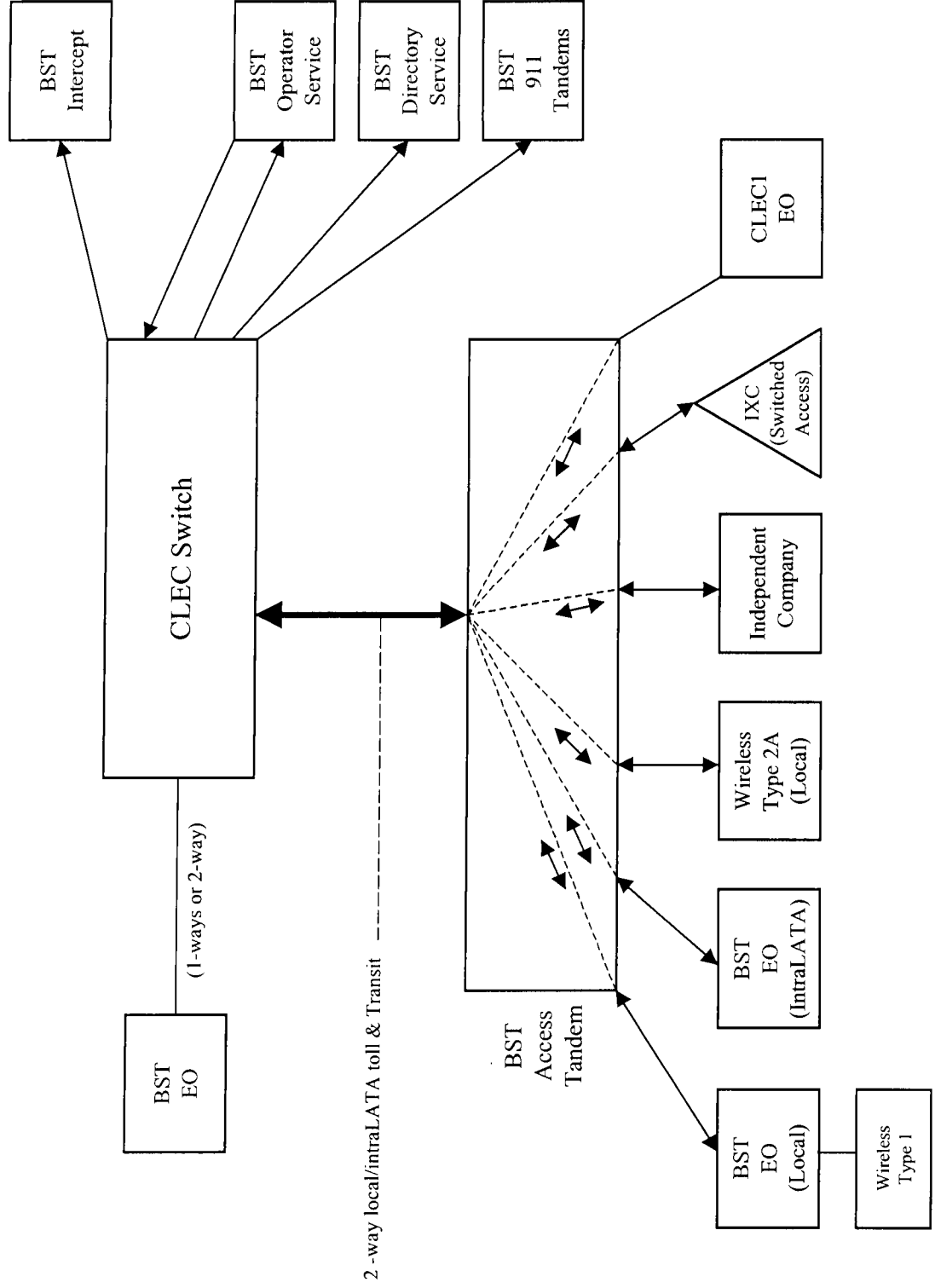


Exhibit E

Supergroup Architecture



BELLSOUTH/CLEC-1 RATES
NETWORK ELEMENTS
AND OTHER SERVICES
OSS/SWA 8XX/DATABASES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
Operational Support Systems										
Recovery of incremental OSS costs, per CLP, per month	TBD	NA	NA	NA	NA	NA	NA	\$305.00	NA	NA
RC - OSS OLEC Daily Usage File: Recording, Per Message	TBD	\$0.0002	\$0.008	\$0.0001275	\$0.0008611	\$0.00019	\$0.0001179	\$0.0003	\$0.0002862	\$0.008
RC - OSS OLEC Daily Usage File: Message Processing, Per Message	TBD	\$0.0033	\$0.004	\$0.0062548	\$0.0032357	\$0.0024	\$0.0032089	\$0.0032	\$0.0032344	\$0.004
RC - OSS OLEC Daily Usage File: Message Distribution, Per Magnetic Tape	TBD	\$55.19	\$54.95	\$28.25	\$55.68	\$47.3000	\$54.62	\$54.61	\$54.72	\$54.95
RC - OSS OLEC Daily Usage File: Data Transmission (CONNECT:DIRECT), Per	TBD	\$0.00004	\$0.001	\$0.0000434	\$0.0000365	\$0.0000300	\$0.0000354	\$0.00004	\$0.0000357	\$0.001
Access Daily Usage File (ADUF)										
RC - ADUF, Message Processing, per message	TBD	\$0.004	\$0.004	\$0.0136327	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004
RC - ADUF, Message Distribution, per Magnetic Tape provisioned	TBD	\$54.95	\$54.95	\$28.85	\$54.95	\$54.95	\$54.95	\$54.95	\$54.95	\$54.95
RC - ADUF, Data Transmission (CONNECT:DIRECT), per message	TBD	\$0.001	\$0.001	\$0.0000434	\$0.001	\$0.001	\$0.001	\$0.001	\$0.001	\$0.001
Enhanced Optional Daily Usage File (EODUF)										
Enhanced Optional Daily Usage File: Message Processing, Per Message	TBD	\$0.004	\$0.004	\$0.0034555	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004
Enhanced Optional Daily Usage File: Message Processing, per magnetic tape	TBD	\$47.30	\$47.30	\$47.30	\$47.30	\$47.30	\$47.30	\$47.30	\$47.30	\$47.30
Enhanced Optional Daily Usage File: Data Transmission (CONNECT:DIRECT),	TBD	\$0.0000364	\$0.0000364	NA	\$0.0000364	\$0.0000364	\$0.0000364	\$0.0000364	\$0.0000364	\$0.0000364
SWA 8XX Toll Free Dialing Ten Digit Screening Service (Note 1)										
8XX Access Ten Digit Screening (all types), per call (Note 2)	N/A	\$0.0005	NA	\$0.0004868	NA	\$0.0005305	\$0.0005321	\$0.00050	\$0.0005227	NA
8XX Access Ten Digit Screening Svc. W/8XX No. Delivery										
per query	N/A	NA	NA	NA	\$0.0010	NA	NA	\$0.00365	NA	\$0.004
for 8XX Numbers, with Optional Complex Features, per query	N/A	NA	NA	NA	\$0.0011	NA	NA	\$0.00431	NA	\$0.004
8XX Access Ten Digit Screening Svc. W/POTS No. Delivery										
per query	N/A	NA	NA	NA	\$0.0010	NA	NA	\$0.00383	NA	\$0.004
with Optional Complex Features, per query	N/A	NA	NA	NA	\$0.0011	NA	NA	\$0.00431	NA	\$0.004
8XX Access Ten Digit Screening Svc. W/800 No. Delivery										
per message	N/A	NA	NA	NA	NA	NA	NA	NA	NA	NA
for 8XX Numbers, w/Optional Complex Features, per message	N/A	NA	NA	NA	NA	NA	NA	NA	NA	NA
8XX Access Ten Digit Screening Svc. W/POTS No. Delivery										
per message	N/A	NA	NA	NA	NA	NA	NA	NA	NA	NA
with Optional Complex Features, per message	N/A	NA	NA	NA	NA	NA	NA	NA	NA	NA
Reservation Charge per 8XX number reserved										
NRC - 1st	N8R1X	\$7.13	NA	\$6.57	\$10.05	\$6.29	\$8.46	\$7.05	\$6.38	\$30.00
NRC - Add'l	N8R1X	\$0.97	NA	\$0.76	\$1.19	\$0.73	\$0.96	\$0.96	\$0.9583	\$0.50
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$26.94	\$27.84	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
Per 8XX # Established w/o POTS (w/8XX No.) Translations										
NRC - 1st	N/A	\$15.88	NA	\$12.81	\$30.59	\$12.27	\$17.04	\$23.82	\$22.63	\$67.50
NRC - Add'l	N/A	\$1.97	NA	\$1.45	\$3.22	\$1.39	\$1.93	\$2.73	\$2.73	\$1.50
NRC - Disconnect Charge - 1st	N/A	\$10.04	NA	NA	NA	\$8.30	\$11.32	NA	\$42.95	NA
NRC - Disconnect Charge - Add'l	N/A	\$0.97	NA	NA	NA	\$0.73	\$0.96	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$41.35	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$17.75	NA	NA	NA	\$11.40	\$16.05	NA	NA	NA
Per 8XX # Established with POTS Translations										
NRC - 1st	N8FTX	\$15.88	NA	\$12.81	\$30.59	\$12.27	\$17.04	\$23.82	\$22.63	\$67.50
NRC - Add'l	N8FTX	\$1.97	NA	\$1.45	\$3.22	\$1.39	\$1.93	\$2.73	\$2.73	\$1.50
NRC - Disconnect Charge - 1st	N8FTX	\$10.04	NA	NA	NA	\$8.30	\$11.32	NA	\$42.95	NA
NRC - Disconnect Charge - Add'l	N8FTX	\$0.97	NA	NA	NA	\$0.73	\$0.96	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$41.35	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$17.75	NA	NA	NA	\$11.40	\$16.05	NA	NA	NA
Customized Area of Service per 8XX Number										
NRC - 1st	N8FCX	\$5.69	NA	\$4.46	\$6.97	\$4.27	\$5.63	\$5.63	\$5.64	\$3.00
NRC - Add'l	N8FCX	\$2.85	NA	\$2.23	\$3.49	\$2.14	\$2.81	\$2.82	\$2.82	\$1.50
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
Multiple Inter LATA Carrier Routing per Carrier Requested per 8XX #										

BELLSOUTH/CLEC-1 RATES
NETWORK ELEMENTS
AND OTHER SERVICES
OSS/SWA 8XX/DATABASES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
NRC - 1st	N8FMX	\$6.66	NA	\$5.22	\$8.16	\$5.00	\$6.59	\$6.59	\$6.60	\$3.50
NRC - Add'l	N8FMX	\$3.81	NA	\$2.99	\$4.67	\$2.86	\$3.77	\$3.77	\$3.78	\$2.00
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
Change Charge per request										
NRC - 1st	N8FAX	\$8.10	NA	\$7.33	\$11.24	\$7.01	\$9.42	\$8.01	\$7.34	\$48.50
NRC - Add'l	N8FAX	\$0.97	NA	\$0.76	\$1.19	\$0.73	\$0.96	\$0.96	\$0.9583	\$0.50
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$26.94	\$27.84	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	NA	NA
Call Handling and Destination Features										
NRC - 1st	N8FDX	\$5.69	NA	\$4.72	\$6.97	\$4.27	\$5.63	\$5.63	\$5.64	\$3.00
NRC - Add'l	N8FDX	NA	NA	\$4.46	\$6.97	\$4.27	\$5.63	NA	\$5.64	\$3.00
LINE INFORMATION DATABASE ACCESS (LIDB)										
LIDB Common Transport per query	OQT	\$0.00004	\$0.0003	\$0.0000338	\$0.00006	\$0.0000418	\$0.0000446	\$0.0003	\$0.0000442	\$0.0003
LIDB Validation per query	OQU	\$0.041003	\$0.041003	\$0.0105974	\$0.00938	\$0.0103774	\$0.0142132	\$0.013400	\$0.0141003	\$0.041003
LIDB Originating Point Code Establishment or Change - NRC	N/A	\$64.36	NA	\$50.30	\$107.60	\$48.17	\$63.63	\$91.00	\$61.62	NA
NRC - Incremental Charge - Electronic Service Order	TBD	NA	NA	NA	NA	NA	NA	\$62.26	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$25.93	NA	\$18.94	NA	\$18.14	\$25.52	\$26.94	\$27.84	\$91.00
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	NA	NA	NA	\$27.84	NA
CCS7 SIGNALING TRANSPORT SERVICE										
CCS7 Signaling Connection, per link (A link) per month		\$18.79	\$5.00	\$17.05	\$16.31	\$19.48	\$21.58	\$155.00	\$21.79	\$155.00
NRC		\$171.98	\$400.00	\$131.96	\$354.95	\$126.34	\$169.72	\$510.00	\$277.07	\$510.00
NRC - Disconnect		\$135.70	NA	NA	NA	\$101.10	\$134.08	NA	\$42.95	NA
NRC - Incremental Charge - Manual Service Order	SOMAN	\$25.93	NA	\$18.94	NA	\$18.14	\$25.52	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$16.31	NA	NA	NA	\$11.40	\$16.05	NA	NA	NA
CCS7 Signaling Connection, per link (B link) (also known as D link) per month		\$18.79	\$5.00	\$17.05	\$16.31	\$19.48	\$21.58	\$155.00	\$21.79	Not available
NRC		\$171.98	\$400.00	\$131.96	\$354.95	\$126.34	\$169.72	\$510.00	\$277.07	\$510.00
NRC - Disconnect		\$135.70	NA	NA	NA	\$101.10	\$134.08	NA	\$42.95	NA
NRC - Incremental Charge - Manual Service Order	SOMAN	\$25.93	NA	\$18.94	NA	\$18.14	\$25.52	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	\$16.31	NA	NA	NA	\$11.40	\$16.05	NA	NA	NA
CCS7 Signaling Termination, per STP port per month		\$148.72	\$113.00	\$133.99	\$174.08	\$161.99	\$161.12	\$132.88	\$156.33	\$355.00
CCS7 Signaling Usage, per ISUP message (applicable when measurement and billing capability exists.)		\$0.00004	\$0.00001	\$0.0000354	\$0.000037893	\$0.0000430	\$0.0000456	\$0.00004	\$0.0000452	\$0.000023
CCS7 Signaling Usage, per TCAP message (applicable when measurement and billing capability exists.)		\$0.0001	\$0.00004	\$0.0000870	\$0.000102042	\$0.0001052	\$0.0001115	\$0.00009	\$0.0001108	\$0.00005
CCS7 Signaling Usage Surrogate, per link per LATA per mo (9)		\$376.12	\$64.00	\$340.67	\$329.98	\$406.71	\$406.53	\$338.98	\$396.55	\$395.00
CCS7 Signaling Point Code, Establishment or Change, per STP affected		\$62.00	\$62.00	\$62.00	\$62.00	\$62.00	\$62.00	\$62.00	\$62.00	\$62.00
OPERATOR CALL PROCESSING										
Operator Provided Call Handling per min - Using BST LIDB	N/A	\$1.21	\$1.00	\$0.9680296	\$1.6016	\$0.91	\$1.19	\$1.20	\$1.21	NA
Call Completion Access Termination Charge per call attempt	N/A	\$0.08	NA	NA	NA	NA	NA	NA	\$0.08	NA
Operator Provided Call Handling per min - Using Foreign LIDB	N/A	\$1.25	\$1.00	\$1.02	\$1.6249	\$0.96	\$1.24	\$1.24	\$1.25	NA
Call Completion Access Termination Charge per call attempt	N/A	\$0.08	NA	NA	NA	NA	NA	NA	\$0.08	NA
Operator Provided Call Handling, per call	N/A	NA	NA	NA	NA	NA	NA	NA	NA	\$0.30
Fully Automated Call Handling per call - Using BST LIDB	N/A	\$0.11	\$0.10	\$0.0776409	\$0.0856	\$0.10	\$0.1072884	\$0.11	\$0.1115808	\$0.15
Fully Automated Call Handling per call - Using Foreign LIDB	N/A	\$0.13	\$0.10	\$0.0976984	\$0.1071	\$0.12	\$0.1253666	\$0.12	\$0.1293459	\$0.15
Professional recording of name (OCP alone)	USOD1	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00
Professional recording of name (DA and OCP alone)	USOD1	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00
DRAM or front-end loading, per TOPS switch	USOD2	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00
AABS or back-end loading, per IVS	USOD2	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00
EBAS or 0- automation loading, per NAV shelf	USOD2	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00
Recording Charge per Branded Announcement - Disconnect - Initial	N/A	\$9.61	NA	NA	NA	NA	NA	NA	NA	NA
Recording Charge per Branded Announcement - Disconnect - Subsequent	N/A	\$9.61	NA	NA	NA	NA	NA	NA	NA	NA

BELLSOUTH/CLEC-1 RATES
NETWORK ELEMENTS
AND OTHER SERVICES
OSS/SWA BXX/DATABASES

Attachment 2
Exhibit C
Rates - Page 3

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
INWARD OPERATOR SERVICES										
Verification, per minute	N/A	\$1.16	NA	\$0.921083	NA	\$0.86	\$1.14	\$1.15	\$1.15	NA
Verification and Emergency Interrupt, per minute	N/A	\$1.16	NA	\$0.921083	NA	\$0.86	\$1.14	\$1.15	\$1.15	NA
Verification, per call	VIL	NA	\$0.80	NA	\$1.00	NA	NA	\$0.54	NA	\$0.90
Verification and Emergency Interrupt, per call	N/A	NA	\$1.00	NA	\$1.111	NA	NA	\$0.65	NA	\$1.95
DIRECTORY ASSISTANCE SERVICES										
Directory Assist Call Completion Access Svc (DACC), per call attempt	N/A	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.062	\$0.10	\$0.10
Call Completion Access Term charge per completed call	N/A	NA	NA	NA	NA	NA	NA	NA	\$0.08	NA
Number Services Intercept per query	N/A	\$0.0235	\$0.01	\$0.0097497	\$0.0086	\$0.02	\$0.0188268	\$0.0110	\$0.0124036	\$0.15
Number Services Intercept per Intercept Query Update	N/A	NA	NA	NA	\$0.0055	NA	NA	NA	NA	NA
Directory Assistance Access Service Calls, per call	N/A	\$0.275	\$0.275	\$0.275	\$0.275	\$0.275	\$0.275	\$0.260000	\$0.275	\$0.275
Professional recording of name (DA alone)	N/A	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
Professional recording of name (DA and OCP alone)	N/A	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00
DRAM or front-end loading, per TOPS switch	N/A	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00
AABS or back-end loading, per IVS	N/A	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00	\$225.00
EBAS or 0- automation loading, per NAV shelf	N/A	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00	\$270.00
Recording Charge per Branded Announcement – Disconnect – Initial	N/A	\$9.61	NA	NA	NA	NA	NA	NA	NA	NA
Recording Charge per Branded Announcement – Disconnect – Subsequent	N/A	\$9.61	NA	NA	NA	NA	NA	NA	NA	NA
Directory Transport										
Directory Transport - Local Channel DS1, per month	N/A	\$35.52	\$43.64	\$38.36	\$36.32	\$43.83	\$38.91	\$35.68	\$37.20	\$133.81
NRC - 1st	N/A	\$503.57	\$242.45	\$356.15	\$637.46	\$339.69	\$494.83	\$534.48	\$534.81	\$868.97
NRC - Add'l	N/A	\$442.84	\$226.44	\$312.89	\$546.94	\$298.29	\$435.28	\$462.69	\$462.81	\$486.83
NRC - Disconnect Charge - 1st	N/A	\$46.28	NA	NA	NA	\$33.02	\$46.85	NA	NA	NA
NRC - Disconnect Charge - Add'l	N/A	\$32.18	NA	NA	NA	\$23.32	\$33.02	NA	NA	NA
NRC - Incremental Charge-Manual Svc Order - NRC - 1st	SOMAN	\$61.99	NA	\$44.22	NA	\$42.34	\$59.58	\$86.15	\$87.99	NA
NRC - Incremental Charge-Manual Svc Order - NRC -add'l	TBD	NA	NA	NA	NA	NA	NA	\$1.77	NA	NA
NRC - Incremental Charge-Manual Svc Order - NRC-Disconnect	SOMAN	\$29.27	NA	NA	NA	\$19.48	\$27.41	NA	\$3.11	NA
Directory Transport - Dedicated DS1 Level Interoffice per mile per mo	N/A	\$0.6923	\$0.6013	\$0.4523	\$0.45	\$0.78	\$0.6598	\$0.5753	\$0.7598	\$23.00
Directory Transport - Dedicated DS1 Level Interoffice per facility termination per m	N/A	\$79.69	\$99.79	\$78.47	\$55.05	\$93.40	\$74.40	\$71.29	\$94.98	\$90.00
NRC - 1st	N/A	\$198.15	\$45.91	\$147.07	\$298.18	\$140.49	\$196.28	\$217.17	\$216.27	\$100.49
NRC - Add'l	N/A	\$148.18	\$44.18	\$111.75	\$231.18	\$106.69	\$147.31	\$163.75	\$162.70	\$100.49
NRC - Disconnect Charge - 1st	N/A	\$25.44	NA	NA	NA	\$20.00	\$26.56	NA	NA	NA
NRC - Disconnect Charge - Add'l	N/A	\$20.42	NA	NA	NA	\$16.34	\$21.61	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	\$38.07	\$39.63	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	\$27.37	NA	NA	NA	\$18.14	\$25.52	\$38.07	\$39.63	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	SOMAN	\$12.97	NA	NA	NA	\$8.06	\$11.34	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	SOMAN	\$12.97	NA	NA	NA	\$8.06	\$11.34	NA	NA	NA
Switched Common Transport per DA Access Service per call	N/A	\$0.0003	\$0.0003	\$0.0002906	\$0.000175	\$0.0003274	\$0.0002997	\$0.00020	\$0.000327	NA
Switched Common Transport per DA Access Service per call per mile	N/A	\$0.00003	\$0.00001	\$0.0000186	\$0.000004	\$0.0000175	\$0.0000202	\$0.00003	\$0.0000303	NA
Access Tandem Switching per DA Access Service per call	N/A	\$0.0023	\$0.00055	\$0.0019152	\$0.000783	\$0.0025257	\$0.0023713	\$0.0021	\$0.0024809	NA
DA Interconnection, per DA Access Service Call	N/A	\$0.00269	NA	\$0.00269	NA	NA	NA	\$0.00	\$0.000269	NA
Directory Transport-Installation NRC, per trunk or signaling connection	N/A									
NRC - 1st	N/A	\$260.69	\$206.06	\$204.23	\$501.98	\$195.54	\$257.73	NA	\$407.81	NA
NRC - Add'l	N/A	\$5.95	\$4.71	\$4.42	\$13.32	\$4.23	\$5.85	NA	\$11.00	NA
NRC - Disconnect Charge - 1st	N/A	\$173.46	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Disconnect Charge - Add'l	N/A	\$5.95	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	NA	\$44.22	NA	\$130.05	\$171.49	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	NA	NA	NA	\$4.23	\$5.85	NA	NA	NA
NRC - Manual Service Order - 1st	TBD	NA	NA	NA	NA	NA	NA	\$407.53	NA	NA
NRC - Manual Service Order - Add'l	TBD	NA	NA	NA	NA	NA	NA	\$10.98	NA	NA
Directory Assistance Database Service (DADS)										
Directory Assistance Database Service charge per listing	N/A	\$0.0446	\$0.001	\$0.0445	\$0.0193	\$0.0443	\$0.0447	\$0.04460	\$0.0444	NA
Directory Assistance Database Service, per month	DBSOF	\$128.55	\$100.00	\$95.50	\$120.76	\$90.54	\$126.17	\$126.26	\$127.23	NA

BELLSOUTH/CLEC-1 RATES
 NETWORK ELEMENTS
 AND OTHER SERVICES
 OSS/SWA 8XX/DATABASES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
Direct Access to Directory Assistance Service (DADAS)										
Direct Access to Directory Assistance Service, per month	DBSDS	\$7,055.00	\$5,000.00	\$5,254.00	\$7,235.01	\$4,982.00	\$6,926.00	\$6,930.00	\$6,983.00	NA
Direct Access to Directory Assistance Service, per query	DBSDA	\$0.0472685	\$0.01	\$0.0469016	\$0.0052	\$0.0460	\$0.0461336	\$0.0456	\$0.0468212	NA
Direct Access to Directory Assistance Service, svc estab charge	DBSDE									
NRC	DBSDE	\$1,118.00	\$820.00	\$788.24	\$1,186.94	\$786.82	\$1,097.00	\$1,164.00	\$1,173.00	NA
NRC - Disconnect	DBSDE	\$81.83	NA	NA	NA	NA	NA	NA	NA	NA
NRC - Incremental Charge Manual Service Order - 1st	SOMAN	NA	NA	NA	NA	\$57.23	\$80.52	NA	NA	NA
AIN (Note 4)										
AIN, per message	CAM	NA	\$0.00004	NA	NA	NA	NA	NA	NA	TBD
AIN - BellSouth AIN SMS Access Service	CAM								NA	NA
Service Establishment Charge, per state, initial set-up										
NRC	CAMSE	\$197.49	NA	\$90.25	NA	\$153.31	\$174.03	\$294.77	\$296.16	NA
NRC - Disconnect	CAMSE	\$114.22	NA	NA	NA	\$78.06	\$135.96	NA	NA	NA
Port Connection - Dial/Shared Access										
NRC	CAMDP	\$64.05	NA	\$29.66	NA	\$50.07	\$53.47	\$86.94	\$87.29	NA
NRC - Disconnect	CAMDP	\$27.04	NA	NA	NA	\$18.61	\$37.70	NA	NA	NA
Port Connection - ISDN Access										
NRC	CAM1P	\$64.05	NA	\$29.66	NA	\$50.07	\$53.47	\$86.94	\$87.29	NA
NRC - Disconnect	CAM1P	\$27.04	NA	NA	NA	\$18.61	\$37.70	NA	NA	NA
User ID Codes - per User ID Code										
NRC	CAMAU	\$141.84	NA	\$84.43	NA	\$104.95	\$129.83	\$200.83	\$202.08	NA
NRC - Disconnect	CAMAU	\$70.05	NA	NA	NA	\$48.95	\$79.91	NA	NA	NA
Security Card per User ID Code, initial or replacement										
NRC	CAMRC	\$142.13	NA	\$35.44	NA	\$125.33	\$131.54	\$172.05	\$172.26	NA
NRC - Disconnect	CAMRC	\$35.26	NA	NA	NA	\$24.40	\$45.77	NA	NA	NA
Storage, per unit (100Kb)	N/A	\$0.0026	NA	\$0.0023	NA	\$0.0029	\$0.0029	\$0.0023	\$0.0028	NA
Session per minute	N/A	\$0.0892	NA	\$0.0795604	NA	\$0.10	\$0.0975650	\$0.0791	\$0.0942966	NA
C0. Performed Session, per minute					NA	\$1.97	\$2.09	\$2.08	\$2.07	NA
AIN - BellSouth AIN Toolkit Service										
AIN, Service Creation Tools	CAMBP	NA	TBD	NA	NA	NA	NA	NA	NA	NA
Service Establishment Charge, per state, initial set-up										
NRC	BAPSC	\$192.69	NA	\$86.74	NA	\$153.25	\$169.31	\$290.05	\$291.41	NA
NRC - Disconnect	BAPSC	\$114.22	NA	NA	NA	\$78.05	\$135.96	NA	NA	NA
Training Session, per customer										
NRC	BAPVX	\$8,363.00	NA	\$8,348.00	NA	\$8,315.00	\$8,379.00	\$8,363.00	\$8,333.00	NA
NRC - Disconnect	BAPVX	NA	NA	NA	NA	NA	NA	NA	NA	NA
Trigger Access Charge, per trigger, per DN, Term. Attempt										
NRC	BAPTT	\$49.64	NA	\$19.13	NA	\$41.08	\$39.30	\$72.76	\$73.02	NA
NRC - Disconnect	BAPTT	\$27.04	NA	NA	NA	\$18.60	\$37.70	NA	NA	NA
Trigger Access Charge, per trigger per DN, Off-Hook Delay										
NRC	BAPTD	\$49.64	NA	\$114.80	NA	\$41.08	\$39.30	\$72.76	\$73.02	NA
NRC - Disconnect	BAPTD	\$27.04	NA	NA	NA	\$18.60	\$37.70	NA	NA	NA
Trigger Access Charge, per trigger, per DN, Off-Hook Immediate										
NRC	BAPTM	\$49.64	NA	\$19.13	NA	\$41.08	\$39.30	\$72.76	\$73.02	NA
NRC - Disconnect	BAPTM	\$27.04	NA	NA	NA	\$18.60	\$37.70	NA	NA	NA
Trigger Access Charge, per trigger, per DN, 10-Digit PODP										
NRC	BAPTO	\$117.98	NA	\$70.06	NA	\$92.99	\$106.90	\$149.95	\$150.25	NA
NRC - Disconnect	BAPTO	\$37.90	NA	NA	NA	\$26.73	\$48.44	NA	NA	NA
Trigger Access Charge, per trigger, per DN, CDP										
NRC	BAPTC	\$117.98	NA	\$70.06	NA	\$92.99	\$106.90	\$149.95	\$150.25	NA
NRC - Disconnect	BAPTC	\$37.90	NA	NA	NA	\$26.73	\$48.44	NA	NA	NA
Trigger Access Charge, per trigger, per DN, Feature Code										
NRC	BAPTF	\$117.98	NA	\$70.06	NA	\$92.99	\$106.90	\$149.95	\$150.25	NA
NRC - Disconnect	BAPTF	\$37.90	NA	NA	NA	\$26.73	\$48.44	NA	NA	NA
Query Charge, per query		\$0.024	NA	\$0.0209223	NA	\$0.03	\$0.0256138	\$0.02	\$0.0250662	NA
Type 1 Node Charge, per AIN Toolkit Subscription, per node, per query		\$0.006	NA	\$0.0053137	NA	\$0.0065	\$0.0065161	\$0.005	\$0.0062979	NA

BELLSOUTH/CLEC-1 RATES
NETWORK ELEMENTS
AND OTHER SERVICES
OSS/SWA 8XX/DATABASES

DESCRIPTION	USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
SCP Storage Charge, per SMS Access Acct, per 100 Kb	N/A	\$1.63	NA	\$1.46	NA	\$1.79	\$1.79	\$1.45	\$1.73	NA
Monthly Report - per AIN Toolkit Service Subscription	BAPMS	\$16.00	NA	\$15.96	NA	\$15.89	\$16.01	\$15.98	\$15.93	NA
NRC	BAPMS	\$44.56	NA	\$22.64	NA	\$34.61	\$44.02	\$71.80	\$72.15	NA
NRC - Disconnect	BAPMS	\$31.84	NA	NA	NA	\$21.97	\$31.28	NA	NA	NA
Special Study - per AIN Toolkit Service Subscription	BAPLS	\$0.10	NA	\$0.0861109	NA	\$0.08	\$0.0810536	\$0.08	\$0.0872769	NA
NRC	BAPLS	\$47.74	NA	\$22.64	NA	\$37.77	\$47.21	\$47.20	\$47.35	NA
NRC - Disconnect	BAPLS	\$15.90	NA	NA	NA	NA	NA	NA	NA	NA
Call Event Report - per AIN Toolkit Service Subscription	BAPDS	\$15.90	NA	\$15.87	NA	\$15.81	\$15.93	\$15.90	\$15.84	NA
NRC	BAPDS	\$44.56	NA	\$22.64	NA	\$34.61	\$44.02	\$71.80	\$72.15	NA
NRC - Disconnect	BAPDS	\$31.84	NA	NA	NA	\$21.97	\$31.28	NA	NA	NA
Call Event special Study - per AIN Toolkit Service Subscription	BAPES	\$0.003	NA	\$0.0028704	NA	\$0.0026	\$0.0027018	\$0.003	\$0.0029092	NA
NRC	BAPES	\$47.74	NA	\$22.64	NA	\$37.77	\$47.21	\$47.20	\$47.35	NA
NRC - Disconnect	BAPES	\$15.90	NA	NA	NA	\$37.77	NA	NA	NA	NA
CALLING NAME (CNAM) QUERY SERVICE										
CNAM (Database Owner), Per Query	N/A	\$0.016	\$0.016	\$0.016	\$0.016	\$0.016	\$0.016	\$0.016	\$0.016	\$0.016
CNAM (Non-Database Owner), Per Query *	N/A	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01
NRC, applicable when CLEC-1 uses the Character Based User Interface (CHUI)	N/A	\$595.00	\$595.00	\$595.00	\$595.00	\$595.00	\$595.00	\$595.00	\$595.00	\$595.00
* Volume and term arrangements are also available.										
SELECTIVE ROUTING (Note 5)										
Per Line or PBX Trunk, each		NA	NA	NA	\$10.00 (Interim)	NA	NA	NA	NA	TBD
NRC		NA	NA	NA	NA	NA	NA	NA	NA	TBD
Customized routing per unique line class code, per request, per switch						NA	NA	NA	NA	NA
NRC	USRCR	\$230.60	\$229.65	\$180.62	\$229.65	\$229.65	\$227.99	\$229.65	\$226.22	\$229.65
NRC - Incremental Charge - Manual Service Order		\$25.93	NA	\$18.94	NA	NA	\$253.51	NA	\$27.84	NA
VIRTUAL COLLOCATION										
NRC - Virtual Collocation - Application Cost - Manual	TBD	NA	NA	NA	NA	NA	NA	\$3,622.00	NA	NA
NRC - Virtual Collocation - Cable Installation Cost per Cable - Manual	TBD	NA	NA	NA	NA	NA	NA	\$2,305.00	NA	NA
RC - Virtual Collocation - Floor space per square feet	TBD	NA	NA	NA	NA	NA	NA	\$3.45	NA	NA
RC - Virtual Collocation - Floor space power, per ampere	TBD	NA	NA	NA	NA	NA	NA	\$6.65	NA	NA
RC - Virtual Collocation - Cable support structure, per entrance cable	TBD	NA	NA	NA	NA	NA	NA	\$18.66	NA	NA
2-wire Cross-Connect										
RC	UEAC2	\$0.28	\$0.524	\$0.30	\$0.31	\$0.26	\$0.3996	\$0.09	\$0.3648	\$0.30
NRC - 1st	UEAC2	\$30.76	\$11.57	\$12.60	\$54.21	\$23.04	\$30.93	\$41.78	\$41.50	\$19.20
NRC - Add'l	UEAC2	\$29.40	\$11.57	\$12.60	\$51.07	\$22.11	\$29.59	\$39.23	\$38.94	\$19.20
NRC - 1st - Manual Service Order	TBD	NA	NA	NA	NA	NA	NA	\$4.75	NA	NA
NRC - Add'l - Manual Service Order	TBD	NA	NA	NA	NA	NA	NA	\$4.75	NA	NA
NRC - Disconnect - 1st	UEAC2	\$12.75	NA	NA	NA	\$9.48	\$12.76	NA	NA	NA
NRC - Disconnect - Add'l	UEAC2	\$11.38	NA	NA	NA	\$8.54	\$11.43	NA	NA	NA
4-wire Cross-Connect										
RC	UEAC4	\$0.56	\$0.524	\$0.50	\$0.62	\$0.52	\$0.7992	\$0.18	\$0.7297	\$0.50
NRC - 1st	UEAC4	\$66.71	\$11.57	\$12.60	\$54.23	\$23.23	\$31.17	\$41.91	\$41.56	\$19.20
NRC - Add'l	UEAC4	\$50.43	\$11.57	\$12.60	\$50.96	\$22.24	\$29.77	\$39.25	\$38.90	\$19.20
NRC - 1st - Manual Service Order	TBD	NA	NA	NA	NA	NA	NA	\$4.73	NA	NA
NRC - Add'l - Manual Service Order	TBD	NA	NA	NA	NA	NA	NA	\$4.73	NA	NA
NRC - Disconnect - 1st	UEAC4	\$12.82	NA	NA	NA	\$9.53	\$12.83	NA	NA	NA
NRC - Disconnect - Add'l	UEAC4	\$11.39	NA	NA	NA	\$8.55	\$11.43	NA	NA	NA
2-fiber Cross-Connect										
RC	CNC2F	\$12.10	NA	\$15.64	\$15.64	\$19.13	\$15.64	\$15.99	\$15.06	\$15.64
NRC - 1st	CNC2F	\$55.46	NA	\$41.56	\$41.56	\$41.07	\$41.56	\$67.34	\$69.28	\$41.56
NRC - Add'l	CNC2F	\$39.18	NA	\$29.82	\$29.82	\$29.63	\$29.82	\$48.55	\$48.89	\$29.82
NRC - Disconnect - 1st	CNC2F	\$16.83	NA	NA	NA	\$12.84	\$12.96	NA	NA	NA
NRC - Disconnect - Add'l	CNC2F	\$13.27	NA	NA	NA	\$10.29	\$10.34	NA	NA	NA
4-fiber Cross-Connect										

BELLSOUTH/CLEC-1 RATES
 NETWORK ELEMENTS
 AND OTHER SERVICES
 OSS/SWA 8XX/DATABASES

DESCRIPTION		USOC	AL	FL	GA	KY	LA	MS	NC	SC	TN
	RC	CNC4F	\$21.75	NA	\$28.11	\$28.11	\$34.38	\$28.11	\$28.74	\$27.08	\$28.11
	NRC - 1st	CNC4F	\$66.71	NA	\$50.53	\$50.53	\$49.81	\$50.53	\$82.35	\$84.07	\$50.53
	NRC - Add'l	CNC4F	\$50.43	NA	\$38.78	\$38.78	\$38.37	\$38.78	\$63.56	\$63.68	\$38.78
	NRC - Disconnect - 1st	CNC4F	\$21.86	NA	NA	NA	\$16.75	\$16.97	NA	NA	NA
	NRC - Disconnect - Add'l	CNC4F	\$18.31	NA	NA	NA	\$14.20	\$14.35	NA	NA	NA
DS1 Cross-Connects											
	RC	TBD	NA	NA	NA	NA	NA	NA	\$0.97	NA	NA
	NRC - 1st	TBD	NA	NA	NA	NA	NA	NA	\$71.02	NA	NA
	NRC - Add'l	TBD	NA	NA	NA	NA	NA	NA	\$51.08	NA	NA
	NRC - Manual Service Order - 1st	TBD	NA	NA	NA	NA	NA	NA	\$4.70	NA	NA
	NRC - Manual Service Order - Add'l	TBD	NA	NA	NA	NA	NA	NA	\$4.70	NA	NA
DS3 Cross-Connects											
	RC	TBD	NA	NA	NA	NA	NA	NA	\$12.33	NA	NA
	NRC - 1st	TBD	NA	NA	NA	NA	NA	NA	\$69.84	NA	NA
	NRC - Add'l	TBD	NA	NA	NA	NA	NA	NA	\$49.43	NA	NA
	NRC - Manual Service Order - 1st	TBD	NA	NA	NA	NA	NA	NA	\$4.70	NA	NA
	NRC - Manual Service Order - Add'l	TBD	NA	NA	NA	NA	NA	NA	\$4.70	NA	NA
If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the parties upon request by either party.											
	1	BellSouth and CLEC 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. (FL)									
	2	This rate element is for those states w/o separate rates for 800 calls with 800 No. Delivery vs. POTS No. Delivery and calls with Optional Complex Features vs. w/o Optional Complex Features.									
	3	This charge is only applicable where signaling usage measurement or billing capability does not exist.									
	4	Prices for AIN to be determined upon development of mediation device. (TN)									
	5	Price for Line Class Codes for Selective Routing shall be determined by the TRA. (TN)									

Attachment 5

Access to Numbers and Number Portability

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ACCESS TO NUMBERS AND NUMBER PORTABILITY

1. Non-Discriminatory Access to Telephone Numbers

All the negotiated rates, terms and conditions set forth in this Attachment pertain to the provisioning of local number portability.

1.1 During the term of this Agreement, Pilgrim shall contact the North American Numbering Plan Administrator, Neustar, for the assignment of numbering resources. In order to be assigned a Central Office Code, Pilgrim will be required to complete the Central Office Code (NXX) Assignment Request and Confirmation Form (Code Request Form) in accordance with Industry Numbering Committee's Central Office Code (NXX) Assignment Guidelines (INC 95-0407-008).

1.2 For the purposes of the resale of BellSouth's telecommunications services by Pilgrim, BellSouth will provide Pilgrim with on line access to telephone numbers for reservation on a first come first served basis. Such reservations of telephone numbers, on a pre-ordering basis shall be for a period of ninety (90) days. Pilgrim acknowledges that there may be instances where there is a shortage of telephone numbers in a particular CLLIC and in such instances BellSouth may request that Pilgrim cancel its reservations of numbers. Pilgrim shall comply with such request.

1.3 Further, upon Pilgrim request and for the purposes of the resale of BellSouth's telecommunications services by Pilgrim, BellSouth will reserve up to 100 telephone numbers per Common Language Location Identifier Code (CLLIC), for Pilgrim's sole use. Such telephone number reservations shall be transmitted to Pilgrim via electronic file transfer. Such reservations shall be valid for ninety (90) days from the reservation date. Pilgrim acknowledges that there may be instances where there is a shortage of telephone numbers in a particular CLLIC and in such instances BellSouth shall use its best efforts to reserve for a ninety (90) day period a sufficient quantity for Pilgrim's reasonable need in that particular CLLIC.

2. Number Portability Permanent Solution

2.1 The FCC, the Commissions, and industry fora have developed and BellSouth is implementing a permanent approach to providing service provider number portability. Both Parties will implement a permanent approach as developed and approved by the Commission, the FCC and industry fora. Consistent with the requirements to move to Permanent Number Portability (PNP) as set forth in Section 5 of this Attachment, Interim Service Provider Number Portability (SPNP) may be available only until such permanent solution is implemented in an end office.

- 2.2 End User Line Charge. Recovery of charges associated with implementing PNP through a monthly charge assessed to end users has been authorized by the FCC. This end user line charge will be as filed in BellSouth's FCC Tariff No. 1 and will be billed to CLEC where CLEC is a subscriber to local switching or where CLEC is a reseller of BellSouth telecommunications services. This charge will not be discounted.

3. Service Provider Number Portability

- 3.1 Definition. Until the industry-wide permanent solution is implemented in an end office, BellSouth shall provide Service Provider Number Portability ("SPNP"). SPNP is an interim service arrangement whereby an end user who switches subscription of his local exchange service from BellSouth to a CLEC, or vice versa, is permitted to retain the use of his existing assigned telephone number, provided that the end user remains at the same location for his local exchange service or changes locations and service providers but stays within the same serving wire center of his existing number.
- 3.2 Methods of Providing Number Portability. SPNP is available through either remote call forwarding or direct inward dialing trunks, at the election of Pilgrim. Remote call forwarding (SPNP-RCF) is an existing switch-based BellSouth service that redirects calls within the telephone network. Direct inward dialing trunks (SPNP-DID) allow calls to be routed over a dedicated facility to the Pilgrim switch that serves the subscriber.
- 3.3.1 Signaling Requirements. SS7 Signaling is required for the provision of SPNP services. SPNP-DID is available from BellSouth on a per DS0, DS1, or DS3 basis. Where SPNP-DID is technically feasible and is provided on a DS1 or a DS3 basis, the applicable channelization rates are those specified in Section E6 in BellSouth's Intrastate Access Tariffs, incorporated herein by this reference. SPNP is available only for basic local exchange service.
- 3.4 Rates
- Rates for SPNP are set out in Exhibit A to this Attachment. If no rate is identified in the Attachment, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

4. SPNP Implementation

- 4.1 SPNP is available only where a CLEC or BellSouth is currently providing, or will begin providing concurrent with provision of SPNP, basic local exchange service to the affected end user. SPNP for a particular telephone number is available only from the central office originally providing local exchange service to the end user. SPNP for a particular assigned telephone number will be disconnected when any end user, Commission, BellSouth, or CLEC initiated activity (*e.g.*, a change in exchange boundaries) would normally result in a

telephone number change had the end user retained his initial local exchange service.

- 4.2.1 SPNP-RCF, as contemplated by this Agreement, is a telecommunications service whereby a call dialed to an SPNP-RCF equipped telephone number is automatically forwarded to an assigned seven- or ten- digit telephone number within the local calling area as defined in BellSouth's General Subscriber Services Tariff. The forwarded-to number shall be specified by the CLEC or BellSouth, as appropriate. The forwarding Party will provide identification of the originating telephone number, via SS7 signaling, to the receiving Party. Identification of the originating telephone number to the SPNP-RCF end user cannot be guaranteed, however. SPNP-RCF provides a single call path for the forwarding of no more than one simultaneous call to the receiving Party's specified forwarded-to number.
- 4.2.2 SPNP-DID service, as contemplated by this Agreement, provides trunk side access to end office switches for direct inward dialing to the other Party's premises equipment from the telecommunications network to lines associated with the other Party's switching equipment and must be provided on all trunks in a group arranged for inward service. A SPNP-DID trunk termination charge, provided with SS7 Signaling only, applies for each trunk voice grade equivalent. In addition, direct facilities are required from the end office where a ported number resides to the end office serving the ported end user customer. The rates for a switched local channel and switched dedicated transport apply as contained in BellSouth's Intrastate Access Services tariff, as said tariff is amended from time to time. Transport mileage will be calculated as the airline distance between the end office where the number is ported and the Point of Interface ("POI") using the V&H coordinate method. SPNP-DID must be established with a minimum configuration of two channels and one unassigned telephone number per switch, per arrangement for control purposes. Transport facilities arranged for SPNP-DID may not be mixed with any other type of trunk group, with no outgoing calls placed over said facilities. SPNP-DID will be provided only where such facilities are available and where the switching equipment of the ordering Party is properly equipped. Where SPNP-DID service is required from more than one wire center or from separate trunk groups within the same wire center, such service provided from each wire center or each trunk group within the same wire center shall be considered a separate service. Only customer-dialed sent-paid calls will be completed to the first number of a SPNP-DID number group; however, there are no restrictions on calls completed to other numbers of a SPNP-DID number group. Sent-paid calls refer to those calls placed by an end user who physically deposits currency in a public telephone. Interface group arrangements provided for terminating the switched transport at the Party's terminal location are as set forth in of BellSouth's Intrastate Access Services Tariff, § E6.1.3.A as amended from time to time.
- 4.3.1 SPNP-DID Service requires ordering consecutive telephone numbers in blocks of twenty. To order non-consecutive telephone numbers or telephone numbers in

less than blocks of twenty, the NBR process must be used. SS7 Signaling is required for the provision of either of these services.

- 4.4 The calling Party shall be responsible for payment of the applicable charges for sent-paid calls to the SPNP number. For collect, third-party, or other operator-assisted non-sent paid calls to the ported telephone number, BellSouth or the CLEC shall be responsible for the payment of charges under the same terms and conditions for which the end user would have been liable for those charges. Either Party may request that the other block collect and third party non-sent paid calls to the SPNP-assigned telephone number. If a Party does not request blocking, the other Party will provide itemized local usage detail for the billing of non-sent paid calls on the monthly bill of usage charges provided at the individual end user account level. The detail will include itemization of all billable usage. Each Party shall have the option of receiving this usage data on a daily basis via a data file transfer arrangement. This arrangement will utilize the existing industry uniform standard, known as EMI standards, for exchange of billing data. Files of usage data will be created daily for the optional service. Usage originated and recorded in the sending BellSouth RAO will be provided in unrated or rated format, depending on processing system. CLEC usage originated elsewhere and delivered via CMDS to the sending BellSouth RAO shall be provided in rated format.
- 4.5 Each Party shall be responsible for obtaining authorization from the end user for the handling of the disconnection of the end user's service, the provision of new local service and the provision of SPNP services. Each Party shall be responsible for coordinating the provision of service with the other to assure that its switch is capable of accepting SPNP ported traffic. Each Party shall be responsible for providing equipment and facilities that are compatible with the other's service parameters, interfaces, equipment and facilities and shall be required to provide sufficient terminating facilities and services at the terminating end of an SPNP call to adequately handle all traffic to that location and shall be solely responsible to ensure that its facilities, equipment and services do not interfere with or impair any facility, equipment, or service of the other Party or any of its end users. In the event that either Party determines in its reasonable judgment that the other Party will likely impair or is impairing, or interfering with any equipment, facility or service or any of its end users, that Party may either refuse to provide SPNP service or may terminate SPNP service to the other Party after providing appropriate notice.
- 4.6 Each Party shall be responsible for providing an appropriate intercept announcement service for any telephone numbers subscribed to SPNP services for which it is not presently providing local exchange service or terminating to an end user. Where either Party chooses to disconnect or terminate any SPNP service, that Party shall be responsible for designating the preferred standard type of announcement to be provided.

- 4.7 Each Party shall be the other Party's single point of contact for all repair calls on behalf of each Party's end user. Each Party reserves the right to contact the other Party's customers if deemed necessary for maintenance purposes.
- 4.8 Neither Party shall be responsible for adverse effects on any service, facility or equipment from the use of SPNP services. End-to-end transmission characteristics may vary depending on the distance and routing necessary to complete calls over SPNP facilities and the fact that another carrier is involved in the provisioning of service. Therefore, end-to-end transmission characteristics cannot be specified by either Party for such calls. Neither Party shall be responsible to the other if any necessary change in protection criteria or in any of the facilities, operation, or procedures of either renders any facilities provided by the other Party obsolete or renders necessary modification of the other Party's equipment.
- 4.9 For terminating IXC traffic ported to either Party which requires use of either Party's tandem switching, the tandem provider will bill the IXC tandem switching, the interconnection charge, and a portion of the transport, and the other Party will bill the IXC local switching, the carrier common line and a portion of the transport. If the tandem provider is unable to provide the necessary access records to permit the other Party to bill the IXC directly for terminating access to ported numbers, then the tandem provider will bill the IXC full terminating switched access charges at the tandem provider's rate and will compensate the other Party at the tandem Party's tariff rates via a process used by BellSouth to estimate the amount of ported switched access revenues due the other Party. If an intraLATA toll call is delivered, the delivering Party will pay terminating access rates to the other Party. This subsection does not apply in cases where SPNP-DID is utilized for number portability.

5. Transition to Permanent Number Portability

- 5.1 Once a PNP is implemented in an end office both Parties must withdraw their SPNP offerings. The transition from existing SPNP arrangements to PNP shall occur within one hundred twenty (120) days from the date PNP is implemented in the end office. Neither Party shall charge the other Party for conversion from SPNP to PNP. The Parties shall comply with any SPNP/PNP transition processes established by the FCC and State commissions and appropriate industry number portability work groups.
- 5.1.1 Notwithstanding the foregoing, the Parties acknowledge that the FCC has determined once PNP has been deployed pursuant to the FCC's orders, rules and regulations, that all local exchange carriers (LECs) have the duty to provide PNP. Therefore, either Party, at any time, may seek appropriate legal or regulatory relief concerning the transition from SPNP to PNP or other related issues.

7. Conversion Policy

- 7.1 BellSouth implemented the conversion of Interim Number Portability (INP) to Local Number Portability (PNP) as follows:
 - 7.1.1 Conversion of SPNP numbers to PNP is handled as a project.
 - 7.1.2 All SPNP numbers in PNP capable switches will be converted to PNP within 120 days after the end of the phase for that MSA or wire center .
 - 7.1.3 BellSouth will continue to offer SPNP until the completion date of the phase for the wire center.
- 7.2 Conversion Schedule
 - 7.2.1 The schedule to implement PNP in the 21 MSAs in the BellSouth region is as mandated by the FCC may be viewed by accessing the Carrier Notification Web site. The notification also outlines the conversion schedule for all of BellSouth's switches.
- 6.3 Specific Conversion activities
 - 6.3.1 The BellSouth Account Teams contact each CLEC with SPNP accounts to negotiate a conversion schedule.
 - 6.3.2 During the 120 day conversion period for each MSA, the Local Carrier Service Center (LCSC) will provide special handling for the requests to convert SPNP to PNP. These requests will be logged by a project manager and project managed to ensure end user service outage is minimal. Unless listing changes are requested, the CLECs may use a specially designed form provided by the project manager or account team in lieu of the Local Service Request (LSR), End User (EU), and Number Portability (NP) forms.
 - 6.3.3 If changes are to be made to the SPNP account, the LSR should follow the normal process flow for ordering instead of the SPNP to PNP conversion plan.
- 6.4 Firm Order Confirmation
 - 6.4.1 During the conversion period, if a CLEC uses the request form in lieu of the LSR, the form will include provisions for providing a manual FOC. If the request is submitted through EDI, the FOC will be sent back to the CLEC via EDI.
- 6.5 Routing of Calls to the Local Routing Number (LRN)
 - 6.5.1 Trigger orders are not used for SPNP telephone numbers. Once the activate message is sent to the Number Portability Administration Center (NPAC) by the new service provider, (with exception of the end user's serving wire center) incoming calls are routed to the new provider. Calls from within the end user's servicing wire center will not route to the new Local Routing Number (LRN) until the porting D order processes.

6.6 Permanent Number Solution

6.6.1 BellSouth and CLEC will adhere to the process flows and cutover guidelines outlined in the LNP Reference Guide.

6.6.1.1 BellSouth and CLEC will work cooperatively to implement changes to PNP process flows ordered by the FCC or as recommended by standard industry fora addressing PNP.

6.6.1.2 Both Parties shall cooperate in the process of porting numbers from one carrier to another so as to limit service outage for the ported subscriber. BellSouth will set LRN unconditional or 10-digit triggers where applicable which should ensure no interruption to the end user. Where triggers are set, BellSouth removes the ported number at the same time the trigger is removed.

6.6.1.2.1 Trigger orders as used in this Attachment refer to a service order issued in advance of the porting of a number utilizing PNP that provides the following: initiates call queries to the AIN SS7 network in advance of the number being ported; and provides for the CLEC to be in control of when a number ports to the new service provider.

6.6.1.3 For porting of numbers where triggers are not set, the Parties shall coordinate the porting of the number between service providers so as to minimize service interruptions to the end user.

6.6.1.4 BellSouth will provide ordering support for CLEC's PNP requests Monday through Friday 8:00 AM until 8:00 PM EST. BellSouth normal hours of operation for provisioning support are defined in Attachment 6. Ordering and provisioning support required by CLEC outside of these hours will be considered outside of normal business hours and will be subject to overtime billing. For stand alone PNP where LRN unconditional or 10-digit triggers are set, CLEC may port numbers during times that are supported by NPAC 24 hours a day 7 days a week. BellSouth will provide maintenance assistance to CLEC 24 hours a day 7 days a week to resolve issues arising from the porting of numbers for problems isolated to the BellSouth network.

6.6.1.5 Performance Measurements for BellSouth providing PNP are located in Attachment 9 to this Agreement, incorporated herein by this reference.

6.6.2 BellSouth will use best efforts to update switch translations, where necessary, in time frames that are consistent with the time frames BellSouth's end users experience or as offered to other CLECs.

6.6.3 CLEC may request deployment of PNP according to and pursuant to the rules and regulations set forth in 47 CFR § 52.23.

7. True-up

7.1 **This section applies only to Tennessee and other rates that are interim or expressly subject to true-up under this attachment.**

7.2 The interim prices for Network Elements and Other Services and Local Interconnection shall be subject to true-up according to the following procedures:

7.3 The interim prices shall be true-up, either up or down, based on final prices determined either by further agreement between the Parties, or by a final order (including any appeals) of the Commission which final order meets the criteria of (3) below. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with interim prices for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the true-up can be based, and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such true-up, the Parties agree that the body having jurisdiction over the matter shall be called upon to resolve such differences, or the Parties may mutually agree to submit the matter to the Dispute Resolution process in accordance with the provisions in the General Terms and Conditions and Attachment 1 of this Agreement.

7.4 The Parties may continue to negotiate toward final prices, but in the event that no such agreement is reached within nine (9) months, either Party may petition the Commission to resolve such disputes and to determine final prices for each item. Alternatively, upon mutual agreement, the Parties may submit the matter to the Dispute Resolution Process set forth in the General Terms and Conditions and Attachment 1 of the Agreement incorporated herein by reference, so long as they file the resulting Agreement with the Commission as a “negotiated Agreement” under Section 252(e) of the Act.

7.5 A final order of this Commission that forms the basis of a true-up shall be the final order as to prices based on appropriate cost studies, or potentially may be a final order in any other Commission proceeding which meets the following criteria:

(a) BellSouth and CLEC is entitled to be a full Party to the proceeding;

(b) It shall apply the provisions of the federal Telecommunications Act of 1996, including but not limited to Section 252(d)(1) (which contains pricing standards) and all then-effective implementing rules and regulations; and,

(c) It shall include as an issue the geographic deaveraging of network element prices, which deaveraged prices, if any are required by said final order, shall form the basis of any true-up.

8. Operational Support System (OSS) Rates

The terms, conditions and rates for OSS are as set forth in Section 2.14 of Attachment 2.

Attachment 6
Ordering and Provisioning

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ORDERING AND PROVISIONING

1. Quality of Ordering and Provisioning

1.1 All the negotiated terms and conditions set forth in this Attachment pertain to ordering and provisioning.

1.2 BellSouth shall provide ordering and provisioning services to Pilgrim that are equal to the ordering and provisioning services BellSouth provides to itself or any other CLEC, where technically feasible. The guidelines for ordering and provisioning are set forth in BellSouth Ordering Guide for CLECs, the BellSouth Guide to Interconnection, and the Electronic Business Rules for Local Ordering and the Local Exchange Ordering Implementation Guide, as appropriate, and as they are amended from time to time during this Agreement. The guides may be referenced at the following site:
http://www.interconnection.bellsouth.com/guides/guides_p.html.

1.3 For purposes of this Agreement, BellSouth's regular working hours are defined as follows:

Monday – Friday – 8:00 a.m. – 5:00 p.m. (Excluding Holidays)
(Resale/UNE non-coordinated,
coordinated orders and order
coordinated-time specific)
Saturday - 8:00 a.m. – 5:00 p.m. (Excluding Holidays)
(Resale/UNE non-coordinated
orders)

1.3.1 It is understood and agreed that BellSouth technicians involved in provisioning service to Pilgrim may work shifts outside of BellSouth's regular working hours as defined in Section 1.3 above (e.g., the employee's shift ends at 7:00 p.m. during daylight savings time). To the extent that Pilgrim requests that work necessarily required in the provisioning of service to be performed outside BellSouth's regular working hours and that work is performed by a BellSouth technician during his or her scheduled shift such that BellSouth does not incur any additional costs in performing the work on behalf of Pilgrim, BellSouth will not assess Pilgrim additional charges beyond the rates and charges specified in this Agreement.

1.4 All other Pilgrim requests for provisioning and installation services are considered outside of the normal hours of operation and may be performed subject to the application of overtime billing charges.

2. Access to Operations Support Systems

2.1 BellSouth shall provide Pilgrim access to operations support systems ("OSS") functions for pre-ordering, ordering and provisioning, maintenance and

repair and billing. Access to the OSS is available through a variety of means, including electronic interfaces. BellSouth also provides manual options. The OSS functions available to CLECs through electronic interfaces are:

BELLSOUTH PROPOSAL:

2.2 Pre-Ordering. BellSouth provides electronic access to the following pre-ordering functions: service address validation, telephone number selection, service and feature availability, due date information, and upon Commission approval of confidentiality protections, to customer record information. Access is provided through the Local Exchange Navigation System (LENS) interface the Telecommunications Access Gateway (TAG) interface. Customer record information includes Customer Record Information includes but is not limited to, customer specific information in CRIS and RSAG. In addition, Pilgrim shall provide to BellSouth access to customer record information including electronic access where available. Otherwise, Pilgrim shall provide paper copies of customer record information within a reasonable period of time upon request by BellSouth. Customer Record Information is equivalent to but not limited to the type of customer specific information contained in CRIS and RSAG. The parties agree not to view, copy, or otherwise obtain access to the customer record information of any customer without that customer's permission and further agrees that Pilgrim and BellSouth will obtain access to customer record information only in strict compliance with applicable laws, rules, or regulations of the State in which the service is provided.

PILGRIM'S PROPOSAL:

2.2 Pre-Ordering and Other Functions. BellSouth shall provide to Pilgrim electronic access to the following functions: service address validation, telephone number selection, service and feature availability, due date information, and to customer record information, for pre-ordering and other functions related to the provision of telecommunications services.

2.2.1 Access is provided through the Local Exchange Navigation System (LENS) and the Telecommunications Access Gateway (TAG). To the extent practicable, based upon the capabilities of BellSouth's facilities and systems (as those systems may be revised and improved from time to time), access to database information will be available in real time, twenty-four (24) hours per day, and seven days a week. The manner in which BellSouth provides access under this Section 2.2.1 shall be equal to that which BellSouth provides itself, a subsidiary, an affiliate, or any other party.

2.2.2 In addition, Pilgrim shall provide to BellSouth access to customer record information including electronic access where available. Otherwise, Pilgrim shall provide paper copies of customer record information within a reasonable period of time upon request by BellSouth. Customer record information is equivalent to but not limited to the type of customer specific information contained in CRIS and RSAG.

2.2.3 The parties agree not to view, copy, or otherwise obtain access to the customer record information of any customer without that customer's permission and further agrees that Pilgrim and BellSouth will obtain access to customer record information only in strict compliance with applicable laws, rules, or regulations of the State in which the service is provided.

2.2.4 For purposes of this Section 2.2, the term 'customer record information' means information accessible through LENS relating to (1) local service itemization; and (2) the customer's credit history (in jurisdictions served by BellSouth in which access to such information is not barred or restricted by state laws or regulations). Customer record information includes, but is not limited to, customer specific information in CRIS and RSAG. Local service itemization refers to information relating to a customer's local service, such as billed name, billed address, the end user's products and services, and whether the customer has elected the 900 call blocking feature made available by BellSouth.

2.3 Service Ordering and Provisioning. BellSouth provides electronic options for the exchange of ordering and provisioning information. BellSouth provides an Electronic Data Interchange (EDI) interface, the TAG ordering interface for non-complex and certain complex resale requests and certain network elements. The EDI interface can be integrated with the TAG pre-ordering interface by Pilgrim or the TAG ordering interface. BellSouth provides integrated pre-ordering, ordering and provisioning capability through the LENS interface for non-complex and certain complex resale service requests.

2.4 Service Trouble Reporting and Repair. Service trouble reporting and repair allows Pilgrim to report and monitor service troubles and obtain repair services. BellSouth shall offer Pilgrim service trouble reporting in a non-discriminatory manner that provides Pilgrim the equivalent ability to report and monitor service troubles that BellSouth provides to itself. BellSouth also provides Pilgrim an estimated time to repair, an appointment time or a commitment time, as appropriate, on trouble reports. BellSouth provides several options for electronic trouble reporting. For exchange services, BellSouth offers Pilgrim non-discriminatory access to the Trouble Analysis Facilitation Interface (TAFI). In addition, BellSouth offers an industry standard, machine-to-machine Electronic Communications Trouble Administration (ECTA) Gateway interface. For designed services, BellSouth provides non-discriminatory trouble reporting ECTA Gateway. BellSouth also offers ECTA functionality through the human-to-machine EC-CPM/TA interface. If the CLEC requests BellSouth to repair a trouble after normal working hours, the CLEC will be billed the appropriate overtime charges associated with this request pursuant to BellSouth's tariffs.

2.5 Change Management. BellSouth provides a collaborative process for change management of the electronic interfaces through the Electronic Interface Change Control Process ("EICCP). Guidelines for this process are set forth in the EICCP document, and as it is amended from time to time during this agreement.

2.6 Migration of Pilgrim to New Software Releases for National Standard Machine-to-Machine Electronic Interfaces. Pursuant to the change management process, BellSouth will issue new software releases for new industry standards for its industry standard, machine-to-machine electronic interfaces. When a new release of new industry standards is implemented, BellSouth will continue to support both the new release (N) and the prior release (N-1). When BellSouth makes the next release (N+1), BellSouth will eliminate support for the (N-1) release and support the two newest releases (N and N+1). Thus, BellSouth will always support the two most current releases. BellSouth will issue documents to Pilgrim with sufficient notice to allow Pilgrim to make the necessary changes to their systems and operations to migrate to the newest release in a timely fashion.

2.7 Rates. All costs incurred by BellSouth to develop and implement operational interfaces to the OSS shall be recovered from the carriers that use the services. Charge for use of OSS shall be as set forth in Attachments 1 and 2 of this Agreement.

3. **Miscellaneous Ordering and Provisioning Guidelines**

3.1 Pending Orders. To ensure the most efficient use of facilities and resources, orders placed in the hold or pending status by Pilgrim will be held for a maximum of thirty (30) days from the date the order is placed on hold. After such time, if Pilgrim wishes to reinstate an order, Pilgrim may be required to submit a new service order.

3.2 Single Point of Contact. Pilgrim will be the single point of contact with BellSouth for ordering activity for network elements and other services used by Pilgrim to provide services to its end users, except that BellSouth may accept an order directly from another CLEC, or BellSouth, acting with authorization of the affected end user. Pilgrim and BellSouth shall each execute a blanket letter of authorization with respect to customer orders. The Parties shall each be entitled to adopt their own internal processes for verification of customer authorization for orders, provided, however, that such processes shall comply with applicable state and federal law including, until superseded, the FCC guidelines and orders applicable to Presubscribed Interexchange Carrier (PIC) changes including Un-PIC. Pursuant to such an order, BellSouth may disconnect any network element associated with the service to be disconnected and being used by Pilgrim to provide service to that end user and reuse such network elements or facilities to enable such other LEC to provide service to the end user. BellSouth will notify Pilgrim that such an order has been processed, but will not be required to notify Pilgrim in advance of such processing.

3.3 Use of Facilities. When a customer of a CLEC elects to discontinue service and transfer service to another local exchange carrier, including BellSouth, BellSouth shall have the right to reuse the facilities provided to CLEC by BellSouth for retail or resale service, loop and/or port for that customer. In addition, BellSouth may disconnect and reuse facilities when the facility is in a denied state and BellSouth has received an order to establish new service or transfer of service

from a customer or a customer's CLEC at the same address served by the denied facility.

- 3.3.1 Upon receipt of a service order, BellSouth will do the following:
 - 3.3.1.1 Process disconnect and reconnect orders to provision the service which shall be due dated using current interval guidelines.
 - 3.3.1.2 Reuse the serving facility for the retail, resale service, or network element at the same location.
 - 3.3.1.3 Notify Pilgrim after the disconnect order has been completed.
- 3.4 Release of Facilities. When a customer of Pilgrim or BellSouth elects to change his/her carrier to the other party, the party providing service shall release the subscriber's service to the other party concurrent with the due date of the service order, which shall be established based on the standard interval for the subscriber's requested service as set forth in the BellSouth Product and Services Interval Guide.
- 3.5 Contact Numbers. The Parties agree to provide one another with toll-free contact numbers for the purpose of ordering, provisioning and maintenance of services.
- 3.6 Subscription Functions. In cases where BellSouth performs subscription functions for an inter-exchange carrier (i.e. PIC and LPIC changes via Customer Account Record Exchange (CARE)), BellSouth will provide the affected inter-exchange carriers with the Operating Company Number (OCN) of the local provider for the purpose of obtaining end user billing account and other end user information required under subscription requirements.
- 3.7 Cancellation Charges. If Pilgrim cancels an order for network elements or other services, any costs incurred by BellSouth in conjunction with the provisioning of that order will be recovered in accordance with FCC No. 1 Tariff, Section 5.
- 3.8 Expedite Charges. For expedited requests by Pilgrim, expedited charges will apply for intervals less than the standard interval as outlined in the BellSouth Product and Services Guide. The charges as outlined in BellSouth's FCC #1 Tariff, Section 5, will apply.

Attachment 7

Billing

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BILLING AND BILLING ACCURACY CERTIFICATION

1. Payment and Billing Arrangements

All negotiated rates, terms and conditions set forth in this Attachment pertain to billing and billing accuracy certifications.

- 1.1 Billing. BellSouth agrees to provide billing through the Carrier Access Billing System (CABS) and through the Customer Records Information System (CRIS) depending on the particular service(s) that Pilgrim requests. BellSouth will bill and record in accordance with this Agreement those charges Pilgrim incurs as a result of Pilgrim purchasing from BellSouth Network Elements and Other Services as set forth in this Agreement. BellSouth will format all bills in CBOS Standard or CLUB/EDI format, depending on the type of service ordered. For those services where standards have not yet been developed, BellSouth's billing format will change as necessary when standards are finalized by the industry forum.
- 1.1.1 For any service(s) BellSouth orders from Pilgrim, Pilgrim shall bill BellSouth in CABS format.
- 1.1.2 If either Party requests multiple billing media or additional copies of bills, the Billing Party will provide these at a reasonable cost.
- 1.2 Master Account. After receiving certification as a local exchange company from the appropriate regulatory agency, Pilgrim will provide the appropriate BellSouth account manager the necessary documentation to enable BellSouth to establish a master account for Local Interconnection, Network Elements and Other Services, and/or resold services. Such documentation shall include the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA"), Carrier Identification Code (CIC), Group Access Code (GAC), Access Customer Name and Address (ACNA) and a tax exemption certificate, if applicable.
- 1.3 Payment Responsibility. Payment of all charges will be the responsibility of Pilgrim. Pilgrim shall make payment to BellSouth for all services billed. BellSouth is not responsible for payments not received by Pilgrim from Pilgrim's customer. BellSouth will not become involved in billing disputes that may arise between Pilgrim and Pilgrim's customer. Payments made to BellSouth as payment on account will be credited to an accounts receivable master account and not to an end user's account.
- 1.4 Payment Due. The payment will be due on or before the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available funds. Payment is considered to have been made when received by BellSouth.

If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment penalty, as set forth in Section 1.7, below, shall apply.

- 1.5 Tax Exemption. Upon proof of tax exempt certification from Pilgrim, the total amount billed to Pilgrim will not include those taxes or fees for which the CLEC is exempt. Pilgrim will be solely responsible for the computation, tracking, reporting and payment of all taxes and like fees associated with the services provided to the end user of Pilgrim.
- 1.6 Late Payment. If any portion of the payment is received by BellSouth after the payment due date as set forth preceding, or if any portion of the payment is received by BellSouth in funds that are not immediately available to BellSouth, then a late payment penalty shall be due to BellSouth. The late payment penalty shall be the portion of the payment not received by the payment due date times a late factor and will be applied on a per bill basis. The late factor shall be as set forth in Section A2 of the General Subscriber Services Tariff, Section B2 of the Private Line Service Tariff or Section E2 of the Intrastate Access Tariff, whichever BellSouth determines is appropriate. Pilgrim will be charged a fee for all returned checks as set forth in Section A2 of the General Subscriber Services Tariff or pursuant to the applicable state law.
- 1.7 Discontinuing Service to Pilgrim. The procedures for discontinuing service to Pilgrim are as follows:
 - 1.7.1 BellSouth reserves the right (to be executed upon the provision of reasonable notice to Pilgrim) to suspend or terminate service in the event of (1) any use of the facilities or service involved that constitutes a prohibited, unlawful, or improper use; (2) any abuse of the facilities involved; or (3) any other violation or non-compliance by Pilgrim of the rules and regulations of BellSouth's Tariffs. Prior to suspending or terminating service, BellSouth agrees to use commercially reasonable efforts to work with Pilgrim to avoid the suspension or termination, including (a) advising Pilgrim of the reasons that have prompted BellSouth's intention to suspend or terminate the service; (b) discussing with Pilgrim steps that may be taken by Pilgrim to correct any problems associated with Pilgrim's use of the service; and (c) working with Pilgrim to develop a reasonable and expeditious implementation schedule to be used by Pilgrim to correct such problems for purposes of avoiding suspension or termination of the service. The notification letter sent by BellSouth announcing its intention to suspend or terminate service shall indicate a specific effective date after which BellSouth will no longer provide the service.

- 1.7.2 If payment of account is not received by the bill date in the month after the original bill date, BellSouth may provide written notice to Pilgrim that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. In addition, BellSouth may, at the same time, give thirty (30) days notice to Pilgrim at the billing address to discontinue the provision of existing services to Pilgrim at any time thereafter.
- 1.7.3 In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due.
- 1.7.4 If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice and Pilgrim's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to Pilgrim without further notice.
- 1.7.5 If payment is not received or satisfactory arrangements made for payment by the date given in the written notification, Pilgrim's services will be discontinued. Upon discontinuance of service on Pilgrim's account, service to the Pilgrim's end users will be denied. BellSouth will reestablish service at the request of the end user or Pilgrim for BellSouth to reestablish service upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures. Pilgrim is solely responsible for notifying the end user of the proposed service disconnection. If within fifteen (15) days after an end user's service has been denied and no arrangements to reestablish service have been made consistent with this subsection, the end user's service will be disconnected.
- 1.8 Deposit Policy. When purchasing services from BellSouth, Pilgrim will be required to complete the BellSouth Credit Profile and provide information regarding credit worthiness. Based on the results of the credit analysis, the Company reserves the right to secure the account with a suitable form of security deposit. Such security deposit shall take the form of cash, an Irrevocable Letter of Credit (BellSouth form), Surety Bond (BellSouth form) or, in its sole discretion, some other form of security. Any such security deposit shall in no way release Pilgrim from his obligation to make complete and timely payments of his bill. Such security shall be required prior to the inauguration of service. If, in the sole opinion of BellSouth, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the level of security, the BellSouth reserves the right to request additional security and/or file a Uniform Commercial Code (UCC1) security interest in Pilgrim's "accounts receivables and proceeds." Interest on a security deposit, if provided in cash, shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff.
- 1.9 Rates. Rates for Optional Daily Usage File (ODUF), Enhanced Optional Daily Usage File (EODUF), Access Daily Usage File (ADUF), and Centralized Message Distribution Service (CMDS) are set out in Exhibit A to this Attachment. If no rate is identified in this Attachment, the rate for the specific

service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

2. Billing Disputes

2.1 Billing disputes shall be handled pursuant to the terms of this section.

2.1.1 Each Party agrees to notify the other Party in writing 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 notification date.

2.2 If a Party disputes a charge and does not pay such charge 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. For bills rendered by either Party for payment, the late payment charge for both Parties shall be calculated based on the portion of the payment not received by the payment due date times the late factor as set forth in the following BellSouth tariffs: for services purchased from the General Subscribers Services Tariff for purposes of resale and for ports and non-designed loops, Section A2 of the General Subscriber Services Tariff; for services purchased from the Private Line Tariff for purposes of resale, Section B2 of the Private Line Service Tariff; and for network elements and other services and local interconnection charges, Section E2 of the Access Service Tariff. In no event, however, shall interest be assessed by either Party on any previously assessed late payment charges. The Parties shall assess interest on previously assessed late payment charges only in a state where it has the authority pursuant to its tariffs. In the case of a disputed charge that is subject to a late payment penalty under the terms of this section, any penalty paid by the Party disputing the charge shall be refunded to that Party upon a determination that the basis for disputing the charge was correct and that the Party is not obligated to pay the charge. If it is determined that the Party disputing the charge is obligated to pay only a portion of the disputed charge, then a commensurate portion of the penalty shall be refunded to that Party.

3. RAO HOSTING

3.1 RAO Hosting, Calling Card and Third Number Settlement System (CATS) and Non-Intercompany Settlement System (NICS) services provided to Pilgrim by BellSouth will be in accordance with the methods and practices regularly adopted and applied by BellSouth to its own operations during the term of this Agreement, including such revisions as may be made from time to time by BellSouth.

3.2 Pilgrim shall furnish all relevant information required by BellSouth for the provision of RAO Hosting, CATS and NICS.

- 3.3 Compensation amounts, if applicable, will be billed by BellSouth to Pilgrim on a monthly basis in arrears. Amounts due from one Party to the other (excluding adjustments) are payable within thirty (30) days of receipt of the billing statement.
- 3.4 Pilgrim must have its own unique hosted RAO code. Requests for establishment of RAO status where BellSouth is the selected Centralized Message Distribution System (CMDS) interfacing host, require written notification from Pilgrim to the BellSouth RAO Hosting coordinator at least eight (8) weeks prior to the proposed effective date. The proposed effective date will be mutually agreed upon between the Parties with consideration given to time necessary for the completion of required Telcordia (formerly BellCore) functions. BellSouth will request the assignment of an RAO code from its connecting contractor, currently Telcordia (formerly BellCore), on behalf of Pilgrim and will coordinate all associated conversion activities.
- 3.5 BellSouth will receive messages from Pilgrim that are to be processed by BellSouth, another LEC or CLEC in the BellSouth region or a LEC outside the BellSouth region.
- 3.6 BellSouth will perform invoice sequence checking, standard EMI format editing, and balancing of message data with the EMI trailer record counts on all data received from Pilgrim.
- 3.7 All data received from Pilgrim that is to be processed or billed by another LEC or CLEC within the BellSouth region will be distributed to that LEC or CLEC in accordance with the Agreement(s) which may be in effect between BellSouth and the involved LEC or CLEC.
- 3.8 All data received from Pilgrim that is to be placed on the CMDS network for distribution outside the BellSouth region will be handled in accordance with the agreement(s) which may be in effect between BellSouth and its connecting contractor (currently Telcordia (formerly BellCore)).
- 3.9 BellSouth will receive messages from the CMDS network that are destined to be processed by Pilgrim and will forward them to Pilgrim on a daily basis.
- 3.10 Transmission of message data between BellSouth and Pilgrim will be via CONNECT:Direct.
- 3.11 All messages and related data exchanged between BellSouth and Pilgrim will be formatted in accordance with accepted industry standards for EMI formatted records and packed between appropriate EMI header and trailer records, also in accordance with accepted industry standards.
- 3.12 Pilgrim will ensure that the recorded message detail necessary to recreate files provided to BellSouth will be maintained for back-up purposes for a period of three (3) calendar months beyond the related message dates.

- 3.13 Should it become necessary for Pilgrim to send data to BellSouth more than sixty (60) days past the message date(s), Pilgrim will notify BellSouth in advance of the transmission of the data. If there will be impacts outside the BellSouth region, BellSouth will work with its connecting contractor and Pilgrim to notify all affected Parties.
- 3.14 In the event that data to be exchanged between the two Parties should become lost or destroyed, both Parties will work together to determine the source of the problem. Once the cause of the problem has been jointly determined and the responsible Party (BellSouth or Pilgrim) identified and agreed to, the company responsible for creating the data (BellSouth or Pilgrim) will make every effort to have the affected data restored and retransmitted. If the data cannot be retrieved, the responsible Party will be liable to the other Party for any resulting lost revenue. Lost revenue may be a combination of revenues that could not be billed to the end users and associated access revenues. Both Parties will work together to estimate the revenue amount based upon historical data through a method mutually agreed upon. The resulting estimated revenue loss will be paid by the responsible Party to the other Party within three (3) calendar months of the date of problem resolution, or as mutually agreed upon by the Parties.
- 3.15 Should an error be detected by the EMI format edits performed by BellSouth on data received from Pilgrim, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify Pilgrim of the error condition. Pilgrim will correct the error(s) and will resend the entire pack to BellSouth for processing. In the event that an out-of-sequence condition occurs on subsequent packs, Pilgrim will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.
- 3.16 In association with message distribution service, BellSouth will provide Pilgrim with associated intercompany settlements reports (CATS and NICS) as appropriate.
- 3.17 In no case shall either Party be liable to the other for any direct or consequential damages incurred as a result of the obligations set out in this Agreement.
- 3.18 RAO Compensation
- 3.18.1 Rates for message distribution service provided by BellSouth for Pilgrim are as set forth in Exhibit A to this Attachment.
- 3.18.2 Rates for data transmission associated with message distribution service are as set forth in Exhibit A to this Attachment .
- 3.18.3 Data circuits (private line or dial-up) will be required between BellSouth and Pilgrim for the purpose of data transmission. Where a dedicated line is required, Pilgrim will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Pilgrim will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to

attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to Pilgrim. Additionally, all message toll charges associated with the use of the dial circuit by Pilgrim will be the responsibility of Pilgrim. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties.

3.18.4 All equipment, including modems and software, that is required on the Pilgrim end for the purpose of data transmission will be the responsibility of Pilgrim.

3.19 Intercompany Settlements Messages

3.19.1 This Section addresses the settlement of revenues associated with traffic originated from or billed by Pilgrim as a facilities based provider of local exchange telecommunications services outside the BellSouth region. Only traffic that originates in one Bell operating territory and bills in another Bell operating territory is included. Traffic that originates and bills within the same Bell operating territory will be settled on a local basis between Pilgrim and the involved company(ies), unless that company is participating in NICS.

3.19.2 Both traffic that originates outside the BellSouth region by Pilgrim and is billed within the BellSouth region, and traffic that originates within the BellSouth region and is billed outside the BellSouth region by Pilgrim, is covered by this Agreement (CATS). Also covered is traffic that either is originated by or billed by Pilgrim, involves a company other than Pilgrim, qualifies for inclusion in the CATS settlement, and is not originated or billed within the BellSouth region (NICS).

3.19.3 Once Pilgrim is operating within the BellSouth territory, revenues associated with calls originated and billed within the BellSouth region will be settled via Telcordia (formerly BellCore)'s, its successor or assign, NICS system.

3.19.4 BellSouth will receive the monthly NICS reports from Telcordia (formerly BellCore), its successor or assign, on behalf of Pilgrim. BellSouth will distribute copies of these reports to Pilgrim on a monthly basis.

3.19.5 BellSouth will receive the monthly Calling Card and Third Number Settlement System (CATS) reports from Telcordia (formerly BellCore), its successor or assign, on behalf of Pilgrim. BellSouth will distribute copies of these reports to Pilgrim on a monthly basis.

3.19.6 BellSouth will collect the revenue earned by Pilgrim from the Bell operating company in whose territory the messages are billed (CATS), less a per message billing and collection fee of five cents (\$0.05), on behalf of Pilgrim. BellSouth will remit the revenue billed by Pilgrim to the Bell operating company in whose territory the messages originated, less a per message billing and collection fee of five cents (\$0.05), on behalf of Pilgrim. These two amounts will be netted

together by BellSouth and the resulting charge or credit issued to Pilgrim via a monthly Carrier Access Billing System (CABS) miscellaneous bill.

- 3.19.7 BellSouth will collect the revenue earned by Pilgrim within the BellSouth territory from another CLEC also within the BellSouth territory (NICS) where the messages are billed, less a per message billing and collection fee of five cents (\$0.05), on behalf of Pilgrim. BellSouth will remit the revenue billed by Pilgrim within the BellSouth region to the CLEC also within the BellSouth region, where the messages originated, less a per message billing and collection fee of five cents (\$0.05). These two amounts will be netted together by BellSouth and the resulting charge or credit issued to Pilgrim via a monthly Carrier Access Billing System (CABS) miscellaneous bill.

BellSouth and Pilgrim agree that monthly netted amounts of less than fifty dollars (\$50.00) will not be settled.

4. Optional Daily Usage File

- 4.1 Upon written request from Pilgrim, BellSouth will provide the Optional Daily Usage File (ODUF) service to Pilgrim pursuant to the terms and conditions set forth in this section.
- 4.2 The Pilgrim shall furnish all relevant information required by BellSouth for the provision of the Optional Daily Usage File.
- 4.3 The Optional Daily Usage Feed will contain billable messages that were carried over the BellSouth Network and processed in the BellSouth Billing System, but billed to a Pilgrim customer.
- 4.4 Charges for delivery of the Optional Daily Usage File will appear on the Pilgrims' monthly bills. The charges are as set forth in Exhibit A to this Attachment.
- 4.5 The Optional Daily Usage Feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
- 4.6 Messages that error in the billing system of the Pilgrim will be the responsibility of the Pilgrim. If, however, the Pilgrim should encounter significant volumes of errored messages that prevent processing by the Pilgrim within its systems, BellSouth will work with the Pilgrim to determine the source of the errors and the appropriate resolution.
- 4.7 The following specifications shall apply to the Optional Daily Usage Feed.
- 4.7.1 Usage To Be Transmitted

- 4.7.1.1 The following messages recorded by BellSouth will be transmitted to the Pilgrim:
- Message recording for per use/per activation type services (examples: ` Three -Way Calling, Verify, Interrupt, Call Return, ETC.)
 - Measured billable Local
 - Directory Assistance messages
 - IntraLATA Toll
 - WATS & 800 Service
 - N11
 - Information Service Provider Messages
 - Operator Services Messages
 - Operator Services Message Attempted Calls (Network Element only)
 - Credit/Cancel Records
 - Usage for Voice Mail Message Service
- 4.7.1.2 Rated Incollects (originated in BellSouth and from other companies) can also be on Optional Daily Usage File. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.
- 4.7.1.3 BellSouth will perform duplicate record checks on records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to Pilgrim.
- 4.7.1.4 In the event that Pilgrim detects a duplicate on Optional Daily Usage File they receive from BellSouth, Pilgrim will drop the duplicate message (Pilgrim will not return the duplicate to BellSouth).
- 4.7.2 Physical File Characteristics
- 4.7.2.1 The Optional Daily Usage File will be distributed to Pilgrim via an agreed medium with CONNECT:Direct being the preferred transport method. The Daily Usage Feed will be a variable block format (2476) with an LRECL of 2472. The data on the Daily Usage Feed will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays). Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.

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

4.7.3 Packing Specifications

4.7.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.

4.7.3.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to Pilgrim which BellSouth RAO that is sending the message. BellSouth and Pilgrim will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by Pilgrim and resend the data as appropriate.

The data will be packed using ATIS EMI records.

4.7.4 Pack Rejection

4.7.4.1 Pilgrim will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI Error Codes will be used. Pilgrim will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to Pilgrim by BellSouth.

4.7.5 Control Data

4.7.5.1 Pilgrim will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate Pilgrim received the pack and the acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by Pilgrim for reasons stated in the above section.

4.7.6 Testing

4.7.6.1 Upon request from Pilgrim, BellSouth shall send test files to Pilgrim for the Optional Daily Usage File. The Parties agree to review and discuss the file's content and/or format. For testing of usage results, BellSouth shall request that Pilgrim set up a production (LIVE) file. The live test may consist of Pilgrim's employees making test calls for the types of services Pilgrim requests on the Optional Daily Usage File. These test calls are logged by Pilgrim, and the logs are provided to BellSouth. These logs will be used to verify the files. Testing will be completed within 30 calendar days from the date on which the initial test file was sent.

5. Access Daily Usage File

5.1. Upon written request from Pilgrim, BellSouth will provide the Access Daily Usage File (ADUF) service to Pilgrim pursuant to the terms and conditions set forth in this section.

5.2 The Pilgrim shall furnish all relevant information required by BellSouth for the provision of the Access Daily Usage File.

5.3 The Access Daily Usage Feed will contain access messages associated with a port that Pilgrim has purchased from BellSouth

5.4 Charges for delivery of the Access Daily Usage File will appear on the Pilgrims' monthly bills. The charges are as set forth in Exhibit A to this Attachment. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.

5.5 Messages that error in the billing system of the Pilgrim will be the responsibility of the Pilgrim. If, however, the Pilgrim should encounter significant volumes of errored messages that prevent processing by the Pilgrim within its systems, BellSouth will work with the Pilgrim to determine the source of the errors and the appropriate resolution.

5.6 Usage To Be Transmitted

5.6.1 The following messages recorded by BellSouth will be transmitted to Pilgrim:

5.6.1.1 Recorded originating and terminating interstate and intrastate access records associated with a port.

5.6.1.2 Recorded terminating access records for undetermined jurisdiction access records associated with a port.

5.6.2 When Pilgrim purchases Network Element ports from BellSouth and calls are made using these ports, BellSouth will handle the calls as follows:

- 5.6.2.1 Originating from Network Element and carried by Interexchange Carrier:
 - 5.6.2.1.1 BellSouth will bill network element to CLEC and send access record to the CLEC via ADUF.
- 5.6.2.2 Originating from network element and carried by BellSouth (Pilgrim is BellSouth's toll customer).
- 5.6.2.3 Terminating on network element and carried by Interexchange Carrier:
 - 5.6.2.3.1 BellSouth will bill network element to Pilgrim and send access record to Pilgrim.
- 5.6.2.4 Terminating on network element and carried by BellSouth:
 - 5.6.2.4.1 BellSouth will bill network element to Pilgrim and send access record to Pilgrim.
- 5.6.3 BellSouth will perform duplicate record checks on records processed to the Access Daily Usage File. Any duplicate messages detected will be dropped and not sent to Pilgrim.
- 5.6.4 In the event that Pilgrim detects a duplicate on the Access Daily Usage File they receive from BellSouth, Pilgrim will drop the duplicate message (Pilgrim will not return the duplicate to BellSouth.)
- 5.6.5 Physical File Characteristics
 - 5.6.5.1 The Access Daily Usage File will be distributed to Pilgrim via an agreed medium with CONNECT:Direct being the preferred transport method. The Daily Usage Feed will be a fixed block format (2476) with an LRECL of 2472. The data on the Daily Usage Feed will be in a non-compacted EMI format (210 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays). Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.
 - 5.6.5.2 Data circuits (private line or dial-up) may be required between BellSouth and Pilgrim for the purpose of data transmission. Where a dedicated line is required, Pilgrim will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Pilgrim will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to Pilgrim. Additionally, all message toll charges associated with the use of the dial circuit by Pilgrim will be the responsibility of Pilgrim. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties. All equipment, including

modems and software, that is required on Pilgrim end for the purpose of data transmission will be the responsibility of Pilgrim.

5.6.6 Packing Specifications

5.6.6.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.

5.6.6.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to Pilgrim which BellSouth RAO that is sending the message. BellSouth and Pilgrim will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by Pilgrim and resend the data as appropriate.

The data will be packed using ATIS EMI records.

5.6.7 Pack Rejection

5.6.7.1 Pilgrim will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI Error Codes will be used. Pilgrim will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to Pilgrim by BellSouth.

5.6.8 Control Data

5.6.8.1 Pilgrim will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate Pilgrim received the pack and the acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by Pilgrim for reasons stated in the above section.

5.6.9 Testing

5.6.9.1 Upon request from Pilgrim, BellSouth shall send a test file of generic data to Pilgrim via Connect:Direct or Text File via E-Mail. The Parties agree to review and discuss the test file's content and/or format.

6. Enhanced Optional Daily Usage File

6.1 Upon written request from Pilgrim, BellSouth will provide the Enhanced Optional Daily Usage File (EODUF) service to Pilgrim pursuant to the terms and conditions set forth in this section. EODUF will only be sent to existing ODUF subscribers who request the EODUF option.

- 6.2 The Pilgrim shall furnish all relevant information required by BellSouth for the provision of the Enhanced Optional Daily Usage File.
- 6.3 The Enhanced Optional Daily Usage File (EODUF) will provide usage data for local calls originating from resold Flat Rate Business and Residential Lines.
- 6.4 Charges for delivery of the Enhanced Optional Daily Usage File will appear on the Pilgrims' monthly bills. The charges are as set forth in Exhibit A to this Attachment.
- 6.5 All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
- 6.6 Messages that error in the billing system of the Pilgrim will be the responsibility of the Pilgrim. If, however, the Pilgrim should encounter significant volumes of errored messages that prevent processing by the Pilgrim within its systems, BellSouth will work with the Pilgrim to determine the source of the errors and the appropriate resolution.
- 6.7 The following specifications shall apply to the Optional Daily Usage Feed.
- 6.7.1 Usage To Be Transmitted
- 6.7.1.1 The following messages recorded by BellSouth will be transmitted to the Pilgrim:
- Customer usage data for flat rated local call originating from CLEC end user lines (1FB or 1FR). The EODUF record for flat rate messages will include:
- Date of Call
 - From Number
 - To Number
 - Connect Time
 - Conversation Time
 - Method of Recording
 - From RAO
 - Rate Class
 - Message Type
 - Billing Indicators
 - Bill to Number
- 6.7.1.2 BellSouth will perform duplicate record checks on EODUF records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to Pilgrim.
- 6.7.1.3 In the event that Pilgrim detects a duplicate on Enhanced Optional Daily Usage File they receive from BellSouth, Pilgrim will drop the duplicate message (Pilgrim will not return the duplicate to BellSouth).

6.7.2 Physical File Characteristics

6.7.2.1 The Enhanced Optional Daily Usage Feed will be distributed to Pilgrim over their existing Optional Daily Usage File (ODUF) feed. The EODUF messages will be intermingled among Pilgrim's Optional Daily Usage File (ODUF) messages. The EODUF will be a variable block format (2476) with an LRECL of 2472. The data on the EODUF will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays).

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

6.7.3 Packing Specifications

6.7.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.

6.7.3.2 The Operating Company Number (OCN), From Revenue Accounting Office (RAO), and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to Pilgrim which BellSouth RAO that is sending the message. BellSouth and Pilgrim will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by Pilgrim and resend the data as appropriate.

The data will be packed using ATIS EMI records.

Attachment 8

Rights-of-Way, Conduits and Pole Attachments

Rights-of-Way, Conduits and Pole Attachments

BellSouth will provide nondiscriminatory access to any pole, duct, conduit, or right-of-way owned or controlled by BellSouth pursuant to 47 U.S.C. § 224, as amended by the Act, pursuant to terms and conditions of a license agreement subsequently negotiated with BellSouth's Competitive Structure Provisioning Center.

Attachment 9
Performance Measurements

**Service Performance Measurements
And Enforcement Mechanisms**

1. Scope

This Attachment includes Enforcement Measurements with corresponding Enforcement Mechanisms applicable to this Agreement. All Exhibits are located on the BellSouth at <https://pmap.bellsouth.com/help.cfm>.

2. Reporting

- 2.1 In providing services pursuant to this Agreement, BellSouth will report its performance to Pilgrim in accordance with BellSouth's Service Quality Measurements found in Exhibit A which is located on the BellSouth website and in accordance with BellSouth's Enforcement Measurements contained in Exhibit B which is located on the BellSouth website.
- 2.2 BellSouth will make performance reports available to Pilgrim on a monthly basis. The reports will contain information collected in each performance category and will be available to Pilgrim through some electronic medium to be determined by BellSouth. BellSouth will also provide electronic access to the raw data underlying the performance measurements. Within thirty (30) days of execution of this Agreement, BellSouth will provide a detailed session of instruction to Pilgrim regarding access to the reports and to the raw data as well as the nature of the format of the data provided.

3. Modifications to Measurements

3.1 Service Quality Measurements

- 3.1.1 BellSouth will update the Service Quality Measurements found in Exhibit A on the BellSouth website each calendar quarter. BellSouth will not delete any Service Quality Measurement without prior written consent of Pilgrim. Pilgrim may provide input to BellSouth regarding any suggested additions, deletions or other modifications to the Service Quality Measurements. BellSouth will provide notice of all changes to the Service Quality Measurements via BellSouth's internet website.
- 3.1.2 Notwithstanding the foregoing, BellSouth may, from time to time, be ordered by a regulatory or judicial body to modify or amend the Service Quality Measurements. BellSouth will make all such changes to the Service Quality Measurements pursuant to Section 16.5 of the General Terms and Conditions of this Agreement, incorporated herein by reference.

3.1.3 Notwithstanding any other provision of this Agreement, in the event a dispute arises regarding the modification or amendment of the Service Quality Measurements, the parties will refer the dispute to the Commission.

3.2 Enforcement Measurements and Statistical Test

3.2.1 In order for BellSouth to accurately administer the Enforcement Measurements contained in Exhibit B located on the BellSouth website, the Enforcement Measurements shall be modified or amended only if BellSouth determines such modification or amendment is necessary. However, BellSouth will not delete any Enforcement Measurement without prior written consent of Pilgrim. BellSouth will notify Pilgrim of any such modification or amendment to the Enforcement Measurements via BellSouth's internet website.

3.2.2 Notwithstanding the foregoing, BellSouth may, from time to time, be ordered by a regulatory or judicial body to modify or amend the Enforcement Measurements and/or Statistical Test. BellSouth will make all such changes to the Enforcement Measurements and/or Statistical Test pursuant to Section 16.5 of the General Terms and Conditions of this Agreement, incorporated herein by reference.

3.2.3 Notwithstanding any other provision of this Agreement, in the event a dispute arises regarding the modification or amendment of the Enforcement Measurements and/or Statistical Test, the parties will refer the dispute to the Commission.

4. Enforcement Mechanisms

4.1 Purpose

This section establishes meaningful and significant enforcement mechanisms voluntarily provided by BellSouth to verify and maintain compliance between BellSouth and Pilgrim's operations as well as to maintain access to Operational Support System (OSS) functions. This section provides the terms and conditions for such self-effectuating enforcement mechanisms.

4.2 Effective Date

The enforcement mechanisms set forth in this section shall only become effective upon an effective FCC order, which has not been stayed, authorizing BellSouth to provide interLATA telecommunications services under section 271 of the Act within a particular state and shall only apply to BellSouth's performance in any state in which the FCC has granted BellSouth interLATA authority.

4.3 Definitions

- 4.3.1 Enforcement Measurement Elements means the performance measurements set forth in Exhibit B located on the BellSouth website.
- 4.3.2 Enforcement Measurement Benchmark means a competitive level of performance negotiated by BellSouth used to compare the performance of BellSouth and Pilgrim where no analogous process, product or service is feasible. See Exhibit B located on the BellSouth website.
- 4.3.3 Enforcement Measurement Compliance means comparing performance levels provided to BellSouth retail customers with performance levels provided by BellSouth to the CLEC customer, as set forth in Exhibit C located on the BellSouth website.
- 4.3.4 Test Statistic and Balancing Critical Value is the means by which enforcement will be determine using statistically valid equations. See Exhibit C located on the BellSouth website.
- 4.3.5 Cell is the point (below the wire center level) at which like-to-like comparisons are made. For example, all BellSouth retail POTS services, for residential customers, requiring a dispatch in a particular wire center, at a particular point in time will be compared directly to Pilgrim resold services for residential customers, requiring a dispatch, in the same wire center, at a particular point in time. When determining compliance, these cells can have a positive or negative value. See Exhibit C located on the BellSouth website.
- 4.3.6 Affected Volume means that proportion of the total impacted Pilgrim volume or CLEC Aggregate volume for which remedies will be paid.
- 4.3.7 Parity Gap refers to the incremental departure from a compliant-level of service. (See Exhibit D located on the BellSouth website). This is also referred to as “diff” in the Statistical paper (See Exhibit C located on the BellSouth website).
- 4.3.8 Tier-1 Enforcement Mechanisms means self-executing liquidated damages paid directly to Pilgrim when BellSouth delivers non-compliant performance of any one of the Enforcement Measurement Elements for any month as calculated by BellSouth.
- 4.3.9 Tier-2 Enforcement Mechanisms means Assessments paid directly to a state Public Service Commission (“Commission”) or its

designee. Tier 2 Enforcement Mechanisms are triggered by three consecutive monthly failures in a quarter in which BellSouth performance is out of compliance or does not meet the benchmarks for the aggregate of all CLEC data as calculated by BellSouth for a particular Enforcement Measurement Element.

4.3.10 Tier-3 Enforcement Mechanisms means the voluntary suspension of additional marketing and sales of long distance services triggered by excessive repeat failures of those specific submeasures as defined in Exhibit D located on the BellSouth website.

4.4 Application

4.4.1 The application of the Tier-1, Tier-2, and Tier-3 Enforcement Mechanisms does not foreclose other non-contractual legal and regulatory claims and remedies available to Pilgrim.

4.4.2 Proof of damages resulting from BellSouth's failure to maintain Enforcement Measurement Compliance would be difficult to ascertain and, therefore, liquidated damages are a reasonable approximation of any contractual damage. Liquidated damages under this provision are not intended to be a penalty.

4.5 Methodology

4.5.1 Tier-1 Enforcement Mechanisms will be triggered by BellSouth's failure to achieve Enforcement Measurement Compliance or Enforcement Measurement Benchmarks for the State for a given Enforcement Measurement Element in a given month based upon a test statistic and balancing critical value calculated by BellSouth utilizing BellSouth generated data. The method of calculation is found in Exhibit D located on the BellSouth website.

4.5.1.1 Tier-1 Enforcement Mechanisms apply on a per transaction basis for each negative cell and will escalate based upon the number of consecutive months that BellSouth has reported non-compliance.

4.5.1.2 Fee Schedule for Tier-1 Enforcement Mechanisms are shown in Table 1 found in Exhibit E located on the BellSouth website. Failures beyond Month 6 (as set forth in Table 1) will be subject to Month 6 fees.

4.5.2 Tier-2 Enforcement Mechanisms will be triggered by BellSouth's failure to achieve Enforcement Measurement Compliance or Enforcement Measurement Benchmarks for the State for given Enforcement Measurement Elements for three consecutive months in a given calendar quarter based upon a statistically valid equation calculated by BellSouth

utilizing BellSouth generated data. The method of calculation is located in Exhibit D which is located on the BellSouth website.

4.5.2.1 Tier- 2 Enforcement Mechanisms apply, for an aggregate of all CLEC data generated by BellSouth, on a per transaction basis for each negative cell for a particular Enforcement Measurement Element.

4.5.2.2 Fee Schedule for Total Quarterly Tier-2 Enforcement Mechanisms is show in Table-2 found in Exhibit E located on the BellSouth website.

4.5.3 Tier-3 Enforcement Mechanisms will be triggered by BellSouth's failure to achieve Enforcement Measurement Compliance or Enforcement Measurement Benchmarks for a State for given Enforcement Measurement Elements for three consecutive months in a given calendar quarter. The method of calculation for specified submeasures is identical to the method of calculation for Tier-2 Enforcement Mechanisms as described above. The specific submeasures which are the mechanism for triggering and removing a Tier-3 Enforcement Mechanisms are described in more detail in Exhibit D located on the BellSouth website.

4.6 Payment of Tier-1 and Tier-2 Amounts

- 4.6.1 If BellSouth performance triggers an obligation to pay Tier-1 Enforcement Mechanisms to Pilgrim or an obligation to remit Tier-2 Enforcement Mechanisms to the Commission, BellSouth shall make payment in the required amount on or before the thirtieth (30th) day following the due date of the performance measurement report for the month in which the obligation arose.
- 4.6.2 For each day after the due date that BellSouth fails to pay Pilgrim the required amount, BellSouth will pay interest to Pilgrim at the maximum rate permitted by state law.
- 4.6.3 For each day after the due date that BellSouth fails to pay the Tier-2 Enforcement Mechanisms, BellSouth will pay the Commission an additional \$1,000 per day.
- 4.6.4 If Pilgrim disputes the amount paid to Pilgrim for Tier-1 Enforcement Mechanisms, Pilgrim shall submit a written claim to BellSouth within sixty (60) days after the date of the performance measurement report for which the obligation arose. BellSouth shall investigate all claims and provide Pilgrim written findings within thirty (30) days after receipt of the claim. If BellSouth determines Pilgrim is owed additional amounts, BellSouth shall pay Pilgrim such additional amounts within thirty (30)

days after its findings along with interest paid at the maximum rate permitted by law.

- 4.6.5 At the end of each calendar year, BellSouth will have its independent auditing and accounting firm certify that the results of all Tier-1 and Tier-2 Enforcement Mechanisms were paid and accounted for in accordance with Generally Accepted Account Principles (GAAP).

4.7 Limitations of Liability

- 4.7.1 BellSouth will not be responsible for Pilgrim acts or omissions that cause performance measures to be missed or fail, including but not limited to accumulation and submission of orders at unreasonable quantities or times or failure to submit accurate orders or inquiries. BellSouth shall provide Pilgrim with reasonable notice of such acts or omissions and provide Pilgrim any such supporting documentation.
- 4.7.2 BellSouth shall not be obligated for Tier-1, Tier-2 or Tier 3 Enforcement Mechanisms for non-compliance with a performance measure if such non-compliance was the result of an act or omission by Pilgrim that is in bad faith.
- 4.7.3 BellSouth shall not be obligated to pay Tier-1 Enforcement Mechanisms or Tier-2 Enforcement Mechanism for non-compliance with a performance measurement if such non-compliance was the result of any of the following: a Force Majeure event as set forth in the General Terms and Conditions of this Agreement; an act or omission by Pilgrim that is contrary to any of its obligations under its Interconnection Agreement with BellSouth; an act or omission by Pilgrim that is contrary to any of its obligations under the Act, Commission rule, or state law; an act or omission associated with third-party systems or equipment; or any occurrence that results from an incident reasonably related to the Y2K problem.
- 4.7.4 It is not the intent of the Parties that BellSouth be liable for both Tier-2 Enforcement Mechanisms and any other assessments or sanctions imposed by the Commission. Pilgrim will not oppose any effort by BellSouth to set off Tier-2 Enforcement Mechanisms from any additional assessment imposed by the Commission.
- 4.7.5 Payment of any Tier-1 or Tier-2 Enforcement Mechanisms shall not be considered as an admission against interest or an admission of liability or culpability in any legal, regulatory or other proceeding relating to BellSouth's performance. The payment of any Tier-1 Enforcement Mechanisms to Pilgrim shall release BellSouth for any liability associated

with or related to the service performance measurement for the month for which the Enforcement Mechanisms was paid to Pilgrim.

- 4.7.6 Pilgrim acknowledges and argues that the Enforcement Mechanisms contained on the BellSouth website have been provided by BellSouth on a completely voluntary basis in order to maintain compliance between BellSouth and Pilgrim. Therefore, Pilgrim may not use the existence of this section or any payments of any Tier-1 or Tier-2 Enforcement Mechanisms under this section as evidence that BellSouth has not complied with or has violated any state or federal law or regulation.

4.8 Enforcement Mechanism Caps

- 4.8.1 BellSouth's total liability for the payment of Tier-1 and Tier-2 Enforcement Mechanisms shall be collectively capped at \$625M per year for the entire BellSouth region as set forth below.

AL - \$54M	MS - \$44M
FL - \$122M	NC - \$77M
GA - \$131M	SC - \$47M
KY - \$34M	TN - \$57M
LA - \$59M	
Regional Total - \$625M	

- 4.8.2 If projected payments exceed the state cap, a proportional payment will be made to the respective parties.
- 4.8.3 If BellSouth's total liability for the payment of Tier-1 and Tier-2 Enforcement Mechanisms exceed the caps referenced in this attachment, Pilgrim may commence a proceeding with the Commission to demonstrate why BellSouth should pay any amount in excess of the cap. Pilgrim shall have the burden of proof to demonstrate why, under the circumstances, BellSouth should have additional liability.

4.9 Dispute Resolution

- 4.9.1 Notwithstanding any other provision of this Agreement, any dispute regarding BellSouth's performance or obligations pursuant to this Attachment shall be resolved by the Commission.

**AGREEMENT IMPLEMENTATION TEMPLATE (Residence)
for
Pilgrim
BellSouth Standard Interconnection Agreement**

Agreement Effective Date:	Agreement Expiration Date:
Account Manager:	Account Manager Tel No:

Attachment Name/Number	Section Number	Version Date	Planned Activities
Terms/Conditions PartA	1	8/2/00	
	2	8/2/00	
	3	8/2/00	
	4	8/2/00	
	5	8/2/00	
	6	8/2/00	
	7	8/2/00	
	8	8/2/00	
	9	8/2/00	
	10	8/2/00	
	11	8/2/00	
	12	8/2/00	
	13	8/2/00	
	14	8/2/00	
	15	8/2/00	
	16	8/2/00	
	17	8/2/00	
	18	8/2/00	
	19	8/2/00	
	20	8/2/00	
	21	2/29/00	
	22	8/2/00	
	23	8/2/00	

AGREEMENT IMPLEMENTATION TEMPLATE (Residence)
for
Pilgrim
BellSouth Standard Interconnection Agreement

Attachment Name/Number	Section Number	Version Date	Planned Activities
	24	8/2/00	
	25	8/2/00	
	26	8/2/00	
Terms/Conditions Part B		8/2/00	
1-Resale	1	8/2/00	
	2	8/2/00	
	3	8/2/00	
	4	8/2/00	
	5	8/2/00	
	6	8/2/00	
	7	8/2/00	
	8	8/2/00	
	9	8/2/00	
	10	8/2/00	
	11	8/2/00	
	12	8/2/00	
	13	8/2/00	
	Exhibit A	8/2/00	
	Exhibit B	8/2/00	
	Exhibit C	8/2/00	
	Exhibit D	8/2/00	
	Exhibit E	8/2/00	
	Exhibit F	8/2/00	
	Exhibit G	8/2/00	
		8/2/00	
2-Network Elements	1	8/2/00	

AGREEMENT IMPLEMENTATION TEMPLATE (Residence)
for
Pilgrim
BellSouth Standard Interconnection Agreement

Attachment Name/Number	Section Number	Version Date	Planned Activities
& Other Services			
	2	8/2/00	
	3	8/2/00	
	4	8/2/00	
	5	8/2/00	
	6	8/2/00	
	7	8/2/00	
	8	8/2/00	
	9	8/2/00	
	10	8/2/00	
	11	8/2/00	
	12	8/2/00	
	13	8/2/00	
	14	8/2/00	
	15	8/2/00	
	16	8/2/00	
	17	8/2/00	
	Exhibit A	8/2/00	
	Exhibit B	8/2/00	
	Exhibit C	8/2/00	
3-Local Interconnection	1	8/2/00	
	2	8/2/00	
	3	8/2/00	
	4	8/2/00	
	5	8/2/00	
	6	8/2/00	

AGREEMENT IMPLEMENTATION TEMPLATE (Residence)
for
Pilgrim
BellSouth Standard Interconnection Agreement

Attachment Name/Number	Section Number	Version Date	Planned Activities
	7	8/2/00	
	8	8/2/00	
	Exhibit A	8/2/00	
	Exhibit B	8/2/00	
	Exhibit C	8/2/00	
	Exhibit D	8/2/00	
	Exhibit E	8/2/00	
4-Physical Collocation	1	8/2/00	
	2	8/2/00	
	3	8/2/00	
	4	8/2/00	
	5	8/2/00	
	6	8/2/00	
	7	8/2/00	
	8	8/2/00	
	9	8/2/00	
	10	8/2/00	
	11	8/2/00	
	12	8/2/00	
	13	8/2/00	
	14	8/2/00	
	Exhibit A	8/2/00	
	Exhibit B	8/2/00	
5-Access to Numbers & Number Portability	1	8/2/00	

AGREEMENT IMPLEMENTATION TEMPLATE (Residence)
for
Pilgrim
BellSouth Standard Interconnection Agreement

Attachment Name/Number	Section Number	Version Date	Planned Activities
	2	8/2/00	
	3	8/2/00	
	4	8/2/00	
	5	8/2/00	
	6	8/2/00	
	7	8/2/00	
	8	8/2/00	
	Exhibit A	8/2/00	
6- Ordering/Provisioning	1	8/2/00	
	2	8/2/00	
	3	8/2/00	
7-Billing & Billing Accuracy Certification	1	8/2/00	
	2	8/2/00	
	3	8/2/00	
	4	8/2/00	
	5	8/2/00	
	6	8/2/00	
	7	8/2/00	
	Exhibit A	8/2/00	
8- ROW/Conduits/Pole Att	1	8/2/00	
9-Perf Measurement	Pre-Ordering	8/2/00	

AGREEMENT IMPLEMENTATION TEMPLATE (Residence)
for
Pilgrim
BellSouth Standard Interconnection Agreement

Attachment Name/Number	Section Number	Version Date	Planned Activities
	Ordering	8/2/00	
	Provisioning	8/2/00	
	Maint/Repair	8/2/00	
	Billing	8/2/00	
	Opr Svcs/DA	8/2/00	
	E911	8/2/00	
	Trunk Grp Perf	8/2/00	
	Collocation	8/2/00	
	Appendix A	8/2/00	
	Appendix B	8/2/00	
	Appendix C	8/2/00	
10-Executive Summary		8/2/00	
		8/2/00	
11-Disaster Recovery		8/2/00	

AGREEMENT IMPLEMENTATION TEMPLATE (Business)
for
Pilgrim
BellSouth Standard Interconnection Agreement

Agreement Effective Date:	Agreement Expiration Date:
Account Manager:	Account Manager Tel No:

Attachment Name	Section No.	Version Date	Planned Activities
Terms/Conditions PartA	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	9		
	10		
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	12		
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	21		
	22		

AGREEMENT IMPLEMENTATION TEMPLATE (Business)
for
Pilgrim
BellSouth Standard Interconnection Agreement

Attachment Name	Section No.	Version Date	Planned Activities
	23		
	24		
	25		
	26		
Terms/Conditions Part B			
1-Resale	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	9		
	10		
	11		
	12		
	13		
	Exhibit A		
	Exhibit B		
	Exhibit C		
	Exhibit D		
	Exhibit E		
	Exhibit F		
	Exhibit G		

AGREEMENT IMPLEMENTATION TEMPLATE (Business)
for
Pilgrim
BellSouth Standard Interconnection Agreement

Planned Activities	Version	Section No.	Attachment Name
		Exhibit H	2-Network Elements & Other Services
		2	
		3	
		4	
		5	
		6	
		7	
		8	
		9	
		10	
		11	
		12	
		13	
		14	
		15	
		16	
		17	
		Exhibit A	
		Exhibit B	
		Exhibit C	
		1	3-Local Interconnection
		2	
		3	

AGREEMENT IMPLEMENTATION TEMPLATE (Business)
for
Pilgrim
BellSouth Standard Interconnection Agreement

Attachment Name	Section No.	Version Date	Planned Activities
	4		
	5		
	6		
	7		
	8		
	Exhibit A		
4-Physical Collocation	1		
	2		
	3		
	4		
	5		
	6		
	7		
	8		
	9		
	10		
	11		
	12		
	13		
	14		
	Exhibit A		
	Exhibit B		
5-Access to Numbers & Number Portability	1		

AGREEMENT IMPLEMENTATION TEMPLATE (Business)
for
Pilgrim
BellSouth Standard Interconnection Agreement

Attachment Name	Section No.	Version Date	Planned Activities
6- Ordering/Provisioning	2		
	3		
	4		
	5		
	6		
	7		
	8		
	1	Exhibit A	
8- Ordering/Provisioning	2		
	3		
	8		
7-Billing & Billing Accuracy Certification	2		
	3		
	8		
8- ROW/Conduits/Pole Att	2		
	3		
	4		
	5		
	6		
	7		
	8		
	1	Exhibit A	

AGREEMENT IMPLEMENTATION TEMPLATE (Business)
for
Pilgrim
BellSouth Standard Interconnection Agreement

Attachment Name	Section No.	Version Date	Planned Activities
9-Perf Measurement	Pre-Ordering		
	Ordering		
	Provisioning		
	Maint/Repair		
	Billing		
	Opr Svcs/DA		
	E911		
	Trunk Grp Perf		
	Collocation		
	Appendix A		
	Appendix B		
	Appendix C		

Attachment 11
BellSouth Disaster Recovery Plan

2000
BELLSOUTH
DISASTER RECOVERY PLANNING

For

CLECS

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1.0 PURPOSE

In the unlikely event of a disaster occurring that affects BellSouth's long-term ability to deliver traffic to a Competitive Local Exchange Carrier (CLEC), general procedures have been developed to hasten the recovery process. Since each location is different and could be affected by an assortment of potential problems, a detailed recovery plan is impractical. However, in the process of reviewing recovery activities for specific locations, some basic procedures emerge that appear to be common in most cases.

These general procedures should apply to any disaster that affects the delivery of traffic for an extended time period. Each CLEC will be given the same consideration during an outage and service will be restored as quickly as possible.

This document will cover the basic recovery procedures that would apply to every CLEC.

2.0 SINGLE POINT OF CONTACT

When a problem is experienced, regardless of the severity, the BellSouth Network Management Center (NMC) will observe traffic anomalies and begin monitoring the situation. Controls will be appropriately applied to insure the sanity of BellSouth's network; and, in the event that a switch or facility node is lost, the NMC will attempt to circumvent the failure using available reroutes.

BellSouth's NMC will remain in control of the restoration efforts until the problem has been identified as being a long-term outage. At that time, the NMC will contact BellSouth's Emergency Control Center (ECC) and relinquish control of the recovery efforts. Even though the ECC may take charge of the situation, the NMC will continue to monitor the circumstances and restore traffic as soon as damaged network elements are revitalized.

The telephone number for the BellSouth Network Management Center in Atlanta, as published in Telcordia's National Network Management Directory, is 404-321-2516.

3.0 IDENTIFYING THE PROBLEM

During the early stages of problem detection, the NMC will be able to tell which CLECs are affected by the catastrophe. Further analysis and/or first hand observation will determine if the disaster has affected CLEC equipment only; BellSouth equipment only or a combination. The initial restoration activity will be largely determined by the equipment that is affected.

Once the nature of the disaster is determined and after verifying the cause of the problem, the NMC will initiate reroutes and/or transfers that are jointly agreed upon by the affected CLECs' Network Management Center and the BellSouth NMC. The type and percentage of controls used will depend upon available network capacity. Controls necessary to stabilize the situation will be invoked and the NMC will attempt to re-establish as much traffic as possible.

For long term outages, recovery efforts will be coordinated by the Emergency Control Center (ECC). Traffic controls will continue to be applied by the NMC until facilities are re-established.

As equipment is made available for service, the ECC will instruct the NMC to begin removing the controls and allow traffic to resume.

3.1 SITE CONTROL

In the total loss of building use scenario, what likely exists will be a smoking pile of rubble. This rubble will contain many components that could be dangerous. It could also contain any personnel on the premises at the time of the disaster. For these reasons, the local fire marshal with the assistance of the police will control the site until the building is no longer a threat to surrounding properties and the companies have secured the site from the general public.

During this time, the majority owner of the building should be arranging for a demolition contractor to mobilize to the site with the primary objective of reaching the cable entrance facility for a damage assessment. The results of this assessment would then dictate immediate plans for restoration, both short term and permanent.

In a less catastrophic event, i.e., the building is still standing and the cable entrance facility is usable, the situation is more complex. The site will initially be controlled by local authorities until the threat to adjacent property has diminished. Once the site is returned to the control of the companies, the following events should occur.

An initial assessment of the main building infrastructure systems (mechanical, electrical, fire & life safety, elevators, and others) will establish building needs. Once these needs are determined, the majority owner should lead the building restoration efforts. There may be situations where the site will not be totally restored within the confines of the building. The companies must individually determine their needs and jointly assess the cost of permanent restoration to determine the overall plan of action.

Multiple restoration trailers from each company will result in the need for designated space and installation order. This layout and control is required to maximize the amount of restoration equipment that can be placed at the site, and the priority of placements.

Care must be taken in this planning to insure other restoration efforts have logistical access to the building. Major components of telephone and building equipment will need to be removed and replaced. A priority for this equipment must also be jointly established to facilitate overall site restoration. (Example: If the AC switchgear has sustained damage, this would be of the highest priority in order to regain power, lighting, and HVAC throughout the building.)

If the site will not accommodate the required restoration equipment, the companies would then need to quickly arrange with local authorities for street closures, rights of way or other possible options available.

3.2 ENVIRONMENTAL CONCERNS

In the worse case scenario, many environmental concerns must be addressed. Along with the police and fire marshal, the state environmental protection department will be on site to monitor the situation.

Items to be concerned with in a large central office building could include:

1. Emergency engine fuel supply. Damage to the standby equipment and the fuel handling equipment could have created "spill" conditions that have to be handled within state and federal regulations.
2. Asbestos containing materials that may be spread throughout the wreckage. Asbestos could be in many components of building, electrical, mechanical, outside plant distribution, and telephone systems.
3. Lead and acid. These materials could be present in potentially large quantities depending upon the extent of damage to the power room.
4. Mercury and other regulated compounds resident in telephone equipment.
5. Other compounds produced by the fire or heat.

Once a total loss event occurs at a large site, local authorities will control immediate clean up (water placed on the wreckage by the fire department) and site access.

At some point, the companies will become involved with local authorities in the overall planning associated with site clean up and restoration. Depending on the clean up approach taken, delays in the restoration of several hours to several days may occur.

In a less severe disaster, items listed above are more defined and can be addressed individually depending on the damage.

In each case, the majority owner should coordinate building and environmental restoration as well as maintain proper planning and site control.

4.0 THE EMERGENCY CONTROL CENTER (ECC)

The ECC is located in the Colonnade Building in Birmingham, Alabama. During an emergency, the ECC staff will convene a group of pre-selected experts to inventory the damage and initiate corrective actions. These experts have regional access to BellSouth's personnel and equipment and will assume control of the restoration activity anywhere in the nine-state area.

In the past, the ECC has been involve with restoration activities resulting from hurricanes, ice storms and floods. They have demonstrated their capabilities during these calamities as well as

during outages caused by human error or equipment failures. This group has an excellent record of restoring service as quickly as possible.

During a major disaster, the ECC may move emergency equipment to the affected location, direct recovery efforts of local personnel and coordinate service restoration activities with the CLECs. The ECC will attempt to restore service as quickly as possible using whatever means is available; leaving permanent solutions, such as the replacement of damaged buildings or equipment, for local personnel to administer.

Part of the ECC's responsibility, after temporary equipment is in place, is to support the NMC efforts to return service to the CLECs. Once service has been restored, the ECC will return control of the network to normal operational organizations. Any long-term changes required after service is restored will be made in an orderly fashion and will be conducted as normal activity.

5.0 RECOVERY PROCEDURES

The nature and severity of any disaster will influence the recovery procedures. One crucial factor in determining how BellSouth will proceed with restoration is whether or not BellSouth's equipment is incapacitated. Regardless of who's equipment is out of service, BellSouth will move as quickly as possible to aid with service recovery; however, the approach that will be taken may differ depending upon the location of the problem.

5.1 CLEC OUTAGE

For a problem limited to one CLEC (or a building with multiple CLECs), BellSouth has several options available for restoring service quickly. For those CLECs that have agreements with other CLECs, BellSouth can immediately start directing traffic to a provisional CLEC for completion. This alternative is dependent upon BellSouth having concurrence from the affected CLECs.

Whether or not the affected CLECs have requested a traffic transfer to another CLEC will not impact BellSouth's resolve to re-establish traffic to the original destination as quickly as possible.

5.2 BELLSOUTH OUTAGE

Because BellSouth's equipment has varying degrees of impact on the service provided to the CLECs, restoring service from damaged BellSouth equipment is different. The outage will probably impact a number of Carriers simultaneously. However, the ECC will be able to initiate immediate actions to correct the problem.

A disaster involving any of BellSouth's equipment locations could impact the CLECs, some more than others. A disaster at a Central Office (CO) would only impact the delivery of traffic to and from that one location, but the incident could affect many Carriers. If the Central Office is a Serving Wire Center (SWC), then traffic from the entire area to those Carriers served from that switch would also be impacted. If the switch functions as an Access Tandem, or there is a tandem in the building, traffic from every CO to every CLEC could be interrupted. A disaster that destroys a facility hub could disrupt various traffic flows, even though the switching equipment may be unaffected.

The NMC would be the first group to observe a problem involving BellSouth's equipment. Shortly after a disaster, the NMC will begin applying controls and finding re-routes for the completion of as much traffic as possible. These reroutes may involve delivering traffic to alternate Carriers upon receiving approval from the CLECs involved. In some cases, changes in translations will be required. If the outage is caused by the destruction of equipment, then the ECC will assume control of the restoration.

5.2.1 Loss of a Central Office

When BellSouth loses a Central Office, the ECC will

- a) Place specialists and emergency equipment on notice;
- b) Inventory the damage to determine what equipment and/or functions are lost;
- c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary;
- d) Begin reconnecting service for Hospitals, Police and other emergency agencies; and
- e) Begin restoring service to CLECs and other customers.

5.2.2 Loss of a Central Office with Serving Wire Center Functions

The loss of a Central Office that also serves as a Serving Wire Center (SWC) will be restored as described in section 5.2.1.

5.2.3 Loss of a Central Office with Tandem Functions

When BellSouth loses a Central Office building that serves as an Access Tandem and as a SWC, the ECC will

- a) Place specialists and emergency equipment on notice;
- b) Inventory the damage to determine what equipment and/or functions are lost;
- c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary;
- d) Begin reconnecting service for Hospitals, Police and other emergency agencies;
- e) Re-direct as much traffic as possible to the alternate access tandem (if available) for delivery to those CLECs utilizing a different location as a SWC;
- f) Begin aggregating traffic to a location near the damaged building. From this location, begin re-establishing trunk groups to the CLECs for the delivery of traffic normally found on the direct trunk groups. (This aggregation point may be the alternate access tandem location or another CO on a primary facility route.)
- g) Begin restoring service to CLECs and other customers.

5.2.4 Loss of a Facility Hub

In the event that BellSouth loses a facility hub, the recovery process is much the same as above. Once the NMC has observed the problem and administered the appropriate controls, the ECC will assume authority for the repairs. The recovery effort will include

- a) Placing specialists and emergency equipment on notice;
- b) Inventorying the damage to determine what equipment and/or functions are lost;
- c) Moving containerized emergency equipment to the stricken area, if necessary;
- d) Reconnecting service for Hospitals, Police and other emergency agencies; and
- e) Restoring service to CLECs and other customers. If necessary, BellSouth will aggregate the traffic at another location and build temporary facilities. This alternative would be viable for a location that is destroyed and building repairs are required.

5.3 COMBINED OUTAGE (CLEC AND BELLSOUTH EQUIPMENT)

In some instances, a disaster may impact BellSouth's equipment as well as the CLECs'. This situation will be handled in much the same way as described in section 5.2.3. Since BellSouth and the CLECs will be utilizing temporary equipment, close coordination will be required.

6.0 T1 IDENTIFICATION PROCEDURES

During the restoration of service after a disaster, BellSouth may be forced to aggregate traffic for delivery to a CLEC. During this process, T1 traffic may be consolidated onto DS3s and may become unidentifiable to the Carrier. Because resources will be limited, BellSouth may be forced to "package" this traffic entirely differently than normally received by the CLECs. Therefore, a method for identifying the T1 traffic on the DS3s and providing the information to the Carriers is required.

7.0 ACRONYMS

CO	-	Central Office (BellSouth)
DS3	-	Facility that carries 28 T1s (672 circuits)
ECC	-	Emergency Control Center (BellSouth)
CLEC	-	Competitive Local Exchange Carrier
NMC	-	Network Management Center
SWC	-	Serving Wire Center (BellSouth switch)
T1	-	Facility that carries 24 circuits

Hurricane Information

During a hurricane, BellSouth will make every effort to keep CLECs updated on the status of our network. Information centers will be set up throughout BellSouth Telecommunications. These centers are not intended to be used for escalations, but rather to keep the CLEC informed of network related issues, area damages and dispatch conditions, etc.

Hurricane-related information can also be found on line at **Error! Bookmark not defined.** Information concerning Mechanized Disaster Reports can also be found at this website by clicking on CURRENT MDR REPORTS or by going directly to **Error! Bookmark not defined.**

BST Disaster Management Plan

BellSouth maintenance centers have geographical and redundant communication capabilities. In the event of a disaster removing any maintenance center from service another geographical center would assume maintenance responsibilities. The contact numbers will not change and the transfer will be transparent to the CLEC.