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March 12, 2002

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

020218-TP

Re: Approval of Three Amendments to the Interconnection, Unbundling, Resale, and Collocation Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and Mpower Communications Corp. pursuant to Sections 251, 252 and 271 of the Telecommunications Act of 1996

Dear Mrs. Bayo:

Pursuant to section 252(e) of the Telecommunications Act of 1996, BellSouth and Mpower Communications Corp. are submitting to the Florida Public Service Commission an amendment to their negotiated agreement for the interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to Mpower Communications Corp.. The initial agreement between the companies was filed in Docket No. 001509-TP, on September 28, 2000, and was deemed effective by Order No. PSC-00-2422-FOF-TP on December 18, 2000.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting this amendment to the negotiated agreement between BellSouth and Mpower Communications Corp. within 90 days of its submission. The Act provides that the Commission may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity. Both parties agree that neither of these reasons exists as to the agreement they have negotiated and therefore, as such these amendments should be deemed effective by operation of law on June 12, 2002.

Very truly yours,

*Marshall M. Criser III*  
(cc)

Regulatory Vice President

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**ATTACHMENT TO TRANSMITTAL LETTER**

The Amendment entered into by and between Mpower Communications Corp. and BellSouth Telecommunications, Inc., dated February 6, 2002 and replacing Attachment 3 for the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee consists of the following:

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**AMENDMENT  
TO THE  
AGREEMENT BETWEEN  
MPOWER COMMUNICATIONS CORP.  
AND  
BELLSOUTH TELECOMMUNICATIONS, INC.  
DATED JUNE 21, 2000**

Pursuant to this Amendment, (the "Amendment"), Mpower Communications Corp. ("Mpower"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated June 21, 2000 ("Agreement").

WHEREAS, BellSouth and Mpower entered into the Agreement on June 21, 2000, and;

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

1. Delete that Section of the Agreement known as Attachment 3, Network Interconnection, and replace with Exhibit 1, attached hereto and incorporated into this Amendment by this reference.
2. All of the other provisions of the Agreement, dated June 21, 2000, shall remain in full force and effect.
3. Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

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

**Mpower Communications Corp.**

By: Michael R. Daley  
Name: MICHAEL R. DALEY  
Title: EVF & CFO  
Date: JANUARY 30, 2002

**BellSouth Telecommunications, Inc.**

By: CW Boltz  
Name: C.W. BOLTZ  
Title: MANAGING DIRECTOR  
Date: 2-6-02

**EXHIBIT 1**

**Full Bill and Keep**  
**Attachment 3**  
**Network Interconnection**

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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 to the provision of network interconnection.

- 1.1 Interconnection is available to both Parties through: (1) delivery of a Party's facilities to a collocation arrangement or Fiber Meet arrangement as defined in this Agreement; or (2) interconnection via purchase of facilities from the other Party. Interconnection may be provided by the Parties at any other technically feasible point. Requests to BellSouth for interconnection at other points may be made through the Bona Fide Request/New Business Request process set out in General Terms and Conditions.
- 1.2 Mpower must establish, at a minimum, a single Point of Presence, Interface, and Interconnection with BellSouth within the LATA for the delivery of Mpower's originated local and intraLATA toll traffic and for the receipt and delivery of transit traffic. If Mpower chooses to interconnect at a single Point of Interconnection within a LATA, the interconnection must be at a BellSouth Access Tandem. Furthermore, Mpower must establish Points of Interconnection at all BellSouth access and local tandems where Mpower NXXs are "homed." A "Homing" arrangement is defined by a "Final" Trunk Group between the BellSouth Tandem and Mpower End Office switch. A "Final" Trunk Group is the last choice telecommunications path between the Tandem and End Office switch. It is Mpower's responsibility to enter its own NPA/NXX access and/or local tandem "homing" arrangements into the national Local Exchange Routing Guide (LERG).
- 1.2.1 In order for Mpower to home its NPA/NXX(s) on a BellSouth Tandem, Mpower's NPA/NXX(s) must be assigned to an Exchange Rate Center Area served by that BellSouth Tandem and as specified by BellSouth. The specified association between BellSouth Tandems and Exchange Rate Center Areas is defined in the Local Exchange Routing Guide (LERG) as it is revised from time to time.
- 1.3 A **Point of Presence (POP)** is the physical location (a structure where the environmental, power, air conditioning, etc. specifications for a Party's terminating equipment can be met) at which a Party establishes itself for obtaining

access to the other Party's network. The POP is the physical location within which the Point of Interfaces occur.

- 1.4 **A Point of Interface** is the physical telecommunications interface between BellSouth and Mpower's interconnection functions. It establishes the technical interface and point of operational responsibility. The primary function of the Point of Interface is to serve as the terminus for the interconnection service. The Point of Interface has the following main characteristics:
1. It is a cross-connect point to allow connection, disconnection, transfer or restoration of service.
  2. It is a point where BellSouth and Mpower can verify and maintain specific performance objectives.
  3. It is specified according to the interface offered in the tariff or local interconnection agreement (for example: for DS1 service the FCC # 1 tariff specifies that the interface meets the technical specifications detailed in Generic Requirements GR-342-CORE, Issue 1, December 1995.)
  4. The Parties provide their own equipment (CPE) to interface with the DS0, DS1, DS3, STS1 and/or OCn circuits on the customer premises.
- 1.5 The **Point of Interconnection** is the point at which the originating Party delivers its originated traffic to the terminating Party's first point of switching on the terminating Party's common (shared) network for call transport and termination. Points of Interconnection are available at either Access Tandems, Local Tandems, or End Offices as described in this Agreement. Mpower's requested Point of Interconnection will also be used for the receipt and delivery of transit traffic at BellSouth Access and Local Tandems. Points of Interconnection established at the BellSouth Local Tandem apply only to Mpower-originated local and local originating and terminating transit traffic.
- 1.6 Mpower, at its option, shall establish Points of Presence and Points of Interface in BellSouth's serving territory for the delivery of its originated local and intraLATA toll traffic to BellSouth. The Point of Interface may not necessarily be established at the Point of Interconnection.
- 1.7 BellSouth, at its option, shall designate the Points of Presence and Points of Interface for the delivery of its originated local and intraLATA toll traffic to Mpower for call transport and termination by Mpower. The Point of Interface may not necessarily be established at the Point of Interconnection.
- 1.8 Interconnection via Dedicated Transport Facilities
- 1.8.1 The Parties shall institute a "bill-and-keep" compensation plan under which neither Party will charge the other Party recurring and nonrecurring charges



specified in Exhibit A to this Attachment for trunks (one-way or two-way), trunk ports and associated dedicated facilities for the exchange of Local Traffic (non-transit), ISP-bound Traffic, and IntraLATA Toll Traffic. Each Party has the obligation to install the appropriate trunks, trunk ports and associated facilities on its respective side of the IP and is responsible for bearing its own costs on its side of the IP. Both Parties, as appropriate, shall be compensated for the ordering of trunks, trunk ports and facilities used exclusively for transit traffic and for ancillary traffic types including, but not limited to, 911 and OS/DA. The Parties agree that charges for such trunks and facilities are as set forth in Exhibit A to this Attachment or the applicable BellSouth tariff Multiplexing and Channelization Charges are not subject to this bill-and-keep arrangement.

- 1.8.2 Pursuant to 1.8.1 above, 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 tariffed 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.
- 1.8.3 Pursuant to 1.8.1 above, as part of Local Interconnection Call Transport and Termination Service, 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 tariffed 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.
- 1.8.4 For the purposes of this Attachment, **Local Channel** is defined as a switch transport facility between a Party's Point of Presence and its designated serving wire center.
- 1.8.5 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 Point of Presence.

- 1.8.6 For the purposes of this Attachment, **Dedicated Interoffice Transport** is defined as a switch transport facility between a Party's designated serving wire center and the first point of switching on the other Party's common (shared) network.
- 1.9 Fiber Meet
- 1.9.1 **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. Point of Interface).
- 1.9.2 If Mpower elects to interconnect with BellSouth pursuant to a Fiber Meet, Mpower 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 to permit the successful interconnection and completion of traffic routed over the facilities that interconnect at the Fiber Meet. However, Mpower's SONET transmission system must be compatible with BellSouth's equipment and the Data Communication Channel ("DCC") must be turned off.
- 1.9.3 BellSouth shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the BellSouth Interconnection Wire Center ("BIWC").
- 1.9.4 Mpower shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the Mpower Interconnection Wire Center ("Mpower Wire Center").
- 1.9.5 BellSouth shall designate a Point of Interface outside the BIWC as a Fiber Meet point, and shall make all necessary preparations to receive, and to allow and enable Mpower to deliver, fiber optic facilities into the Point of Interface with sufficient spare length to reach the fusion splice point at the Point of Interface. BellSouth shall, wholly at its own expense, procure, install, and maintain the fusion splicing point in the Point of Interface. A Common Language Location Identification ("CLLI") code will be established for each Point of Interface. The code established must be a building type code. All orders shall originate from the Point of Interface (i.e., Point of Interface to Mpower, Point of Interface to BellSouth).
- 1.9.6 Mpower shall deliver and maintain such strands wholly at its own expense. Upon verbal request by Mpower, BellSouth shall allow Mpower access to the Fiber Meet entry point for maintenance purposes as promptly as possible.

- 1.9.7 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.
- 1.9.8 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.
- 1.9.9 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 to the Point of Interconnection if applicable 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 Trunking Architectures**

2.1 BellSouth and Mpower shall establish interconnecting trunk groups and trunking configurations between networks including the establishment of one-way or two-way trunks in accordance with the following provisions set forth in this Agreement.

2.2 Any Mpower interconnection request that deviates from the standard trunking architectures as described in this Agreement that affects traffic delivered to Mpower from a BellSouth switch that requires special BellSouth switch translations and other network modifications will require Mpower 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.

2.3 All terms and conditions, as well as charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and Mpower not addressed in Exhibit A shall be as set forth in the appropriate BellSouth intrastate or interstate tariff for switched access services. For two-way trunking that carries the Parties' local and intraLATA toll traffic only, excluding trunking that carries Transit Traffic, the Parties shall be compensated for the nonrecurring and recurring charges for trunks and DS1 facilities at 50% of the applicable contractual or tariff rates for the services provided by each Party. Mpower shall be responsible for ordering and paying for any two-way trunks carrying transit traffic. Furthermore, Mpower shall be responsible for the compensation for two-way trunking that it orders for its local and intraLATA toll but utilizes unidirectionally.

2.4 Switched Access traffic will be delivered to and by IXCs based on Mpower's NXX Access Tandem homing arrangement as specified by Mpower in the national Local Exchange Routing Guide (LERG).

2.5 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.

2.6 In cases where Mpower is also an IXC, the IXC's Feature Group D (FG D) trunking must remain separate from the local interconnection trunking.

2.7 Two-Way Trunking Requirements:

The following requirements apply to two-way trunking that carries the Parties local and intraLATA toll.

1. Mpower will initiate two-way trunk request. The use of and quantity of two way trunking shall be mutually agreed upon and shall be jointly provisioned.

2. The Point of Interface will be located at a mutually agreed location or point designated by BellSouth. If an agreement cannot be reached on the location of the Point of Interface, each company will establish its own Point of Interface and order one-way trunks.
3. BellSouth and Mpower will jointly review the trunk forecast, as needed, on a periodic basis, or at least every six (6) months.
4. Mpower will order trunks using access service request (ASR) process in place for Local Interconnection after the joint planning meeting takes place between BellSouth and Mpower.
5. BellSouth and Mpower must agree on traffic engineering parameters that will be used in the engineering of the trunk groups.
6. BellSouth and Mpower must agree to meet and resolve service-affecting situations in a timely manner. This contact will normally be made through the Account Team.
7. Establishing a two-way trunk group does not preclude BellSouth or Mpower from adding one-way trunk groups within the same Local Calling Area.
8. For technical reasons, two-way trunk groups may not be ordered to a BellSouth DMS100 Local Tandem or DMS100 End Office.
9. BellSouth will be responsible for the installation and maintenance of its trunks and facilities to the mutually agreed Point of Interface, and Mpower will be responsible for the installation and maintenance of its trunks and facilities to the mutually agreed to Point of Interface.

2.8 BellSouth Access Tandem Interconnection Architectures

2.8.1 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.

2.8.2 Basic Architecture

2.8.2.1 In this architecture, Mpower's originating Local and IntraLATA Toll and originating and terminating Transit Traffic is transported on a single two-way trunk group between Mpower and BellSouth access tandem(s) within a LATA. This group carries intratandem Transit Traffic between Mpower and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with

which Mpower desires interconnection and has the proper contractual arrangements. This group also carries Mpower 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 Mpower. The Two-way Trunking Requirements described in this Attachment do not apply to this architecture. 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.

### 2.8.3 One-Way Trunking Architecture

2.8.3.1 In this architecture, the Parties interconnect using two one-way trunk groups. One one-way trunk group carries Mpower-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 Mpower end-users. A third two-way trunk group is established for Mpower's originating and terminating Transit Traffic. This group carries intratandem Transit Traffic between Mpower and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which Mpower desires interconnection and has the proper contractual arrangements. This group also carries Mpower 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 Trunking Architecture is illustrated in Exhibit C.

### 2.8.4 Two-Way Trunking Architecture

2.8.4.1 The Two-Way Trunking Architecture establishes one two-way trunk group to provide Intratandem Access for the exchange of local traffic between Mpower and BellSouth. To establish this architecture, Mpower and BellSouth must meet the Two-way Trunking Requirements described in this Attachment. In addition, a separate two-way transit trunk group must be established for Mpower's originating and terminating Transit Traffic. This trunk group carries Transit Traffic between Mpower and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which Mpower desires to exchange traffic. This trunk group also carries Mpower originated transit traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated traffic may, in order to prevent or remedy traffic blocking situations, be

transported on a separate single one-way trunk group terminating to Mpower. However, where Mpower is responsive in a timely manner to BellSouth's transport needs for its originated traffic, BellSouth originating traffic will be placed on the two-way Local Traffic trunk group. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable BellSouth tariff if service is requested. The LERG should be referenced for current routing and tandem serving arrangements. The Two-Way Trunking Architecture is illustrated in Exhibit D.

## 2.8.5 Supergroup Architecture

2.8.5.1 In the Supergroup Architecture, the Parties Local Traffic and Mpower's Transit Traffic are exchanged on a single two-way trunk group between Mpower and BellSouth to provide Intratandem Access to Mpower. This trunk group carries Transit Traffic between Mpower and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which Mpower desires to exchange traffic. This trunk group also carries Mpower originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated traffic may, in order to prevent or remedy traffic blocking situations, be transported on a separate single one-way trunk group terminating to Mpower. However, where Mpower is responsive in a timely manner to BellSouth's transport needs for its originated traffic, BellSouth originating traffic will be placed on the Supergroup. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable BellSouth tariff if service is requested. The LERG should be referenced for current routing and tandem serving arrangements. The Supergroup Architecture is illustrated in Exhibit E.

- 2.9 BellSouth **Multiple Tandem Access (MTA)** provides for LATA wide BellSouth transport and termination of Mpower-originated intraLATA toll and local traffic, that is transported by BellSouth, by establishing a Point of Interconnection at a BellSouth access tandem with routing through multiple BellSouth access tandems as required. However, Mpower must still establish Points of Interconnection at all BellSouth access tandems where Mpower NXXs are “homed”. If Mpower does not have NXXs homed at a BellSouth access tandem within a LATA and elects not to establish Points of Interconnection at such BellSouth access tandem, Mpower can order MTA in each BellSouth access tandem within the LATA where it does have a Point of Interconnection and BellSouth will terminate traffic to end-users served through those BellSouth access tandems where Mpower does not have a Point of Interconnection. MTA shall be provisioned in accordance with BellSouth’s Ordering Guidelines.
- 2.10 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 Mpower’s NXX Access Tandem homing arrangement as specified by Mpower in the national Local Exchange Routing Guide (LERG).
- 2.11 For Mpower-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.
- 2.12 The Parties agree that compensation for the BellSouth transport and/or termination of Mpower’s local 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.
- 2.13 To the extent Mpower does not purchase MTA in a calling area that has multiple access tandems serving the calling area as defined by BellSouth, Mpower must establish Points of Interconnection to every access tandem in the calling area in order to serve the entire calling area. To the extent Mpower does not purchase MTA and provides intraLATA toll service to its customers, it may be necessary for it to establish a Point of Interconnection to additional BellSouth access tandems that serve end offices outside the local calling area. To the extent Mpower routes its traffic in such a way that utilizes BellSouth’s MTA service without properly ordering MTA service, Mpower agrees to pay BellSouth the associated transport and termination charges.
- 2.14 BellSouth End Office Interconnection



- 2.14.1 Mpower may establish interconnection at BellSouth end offices for the delivery of Mpower originated local and intralata toll traffic destined for BellSouth end-users served by that end-office.
- 2.14.2 When end office trunking is ordered by BellSouth to deliver BellSouth originated traffic to Mpower, BellSouth will provide overflow routing through BellSouth tandems consistent with how BellSouth overflows it's traffic. The overflow will be based on the homing arrangements Mpower displays in the LERG. Likewise, if Mpower interconnects to a BellSouth end office for delivery of Mpower originated traffic, Mpower will overflow the traffic through the BellSouth tandems based on the BellSouth homing arrangements shown in the LERG.
- 2.14.3 The Parties shall utilize direct end office trunking under the following conditions:
- (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 Mpower and BellSouth's subscribers.
  - (2) Traffic Volume -To the extent either Party has the capability to measure the amount of traffic between a Mpower 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 Mpower switching center and a BellSouth end office where the traffic exceeds or is forecasted to exceed a single DS1 of local traffic per month. Either Party will install additional capacity between such points when overflow traffic between Mpower's switching center and BellSouth's end office exceeds or is forecasted to exceed a single DS1 of local 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.
  - (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.

2.15 Local Tandem Interconnection.

- 2.15.1 This interconnection arrangement allows Mpower to establish a Point of Interconnection at BellSouth local tandems for: (1) the delivery of Mpower-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 Points of Interconnection at those BellSouth local tandems.

- 2.15.2 When a specified local calling area is served by more than one BellSouth local tandem, Mpower must designate a "home" local tandem for each of its assigned NPA/NXXs and establish trunk connections to such local tandems. Additionally, Mpower may choose to establish a Point of Interconnection at the BellSouth local tandems where it has no codes homing but is not required to do so. Mpower 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 Mpower does not choose to establish a Point of Interconnection. It is Mpower'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 Mpower's codes. Likewise, Mpower shall obtain its routing information from the LERG.
- 2.15.3 Notwithstanding establishing Points of Interconnection to BellSouth's local tandems, Mpower must also establish Points of Interconnection to BellSouth access tandems within the LATA on which Mpower 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.)
- 2.15.4 BellSouth's provisioning of local tandem interconnection assumes that Mpower has executed the necessary local interconnection agreements with the other third party network providers subtending those local tandems as required by the Act.

### **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 Mpower will send and receive 10 digits for local traffic. Additionally, BellSouth and Mpower 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 Requirements. Within six (6) months after execution of this Agreement, Mpower shall provide an initial interconnection trunk group forecast for each LATA in which it plans to provide service within BellSouth's region. Upon receipt of Mpower's forecast, the Parties shall conduct 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 of this Agreement.
- 3.7.1 Both Parties shall meet every six months or at otherwise mutually agreeable intervals for the purpose of exchanging non-binding forecasts of its traffic and volume requirements for the interconnection and network elements provided under this Agreement, in the form and in such detail as agreed by the Parties. The Parties agree that each forecast provided under this Section shall be deemed "Confidential Information" in the General Terms and Conditions – Part A of this Agreement.
- 3.7.2 The trunk forecast should include trunk requirements for all of the interconnecting trunk groups for the current year plus the next two future years. The forecast meeting between the two companies may be a face-to-face meeting, video conference or audio conference. It may be held regionally or geographically. Ideally, these forecast meetings should be held at least semi-annually, or more often if the forecast is no longer usable. Updates to a forecast or portions thereof should be made whenever the Party providing the forecast deems that the latest trunk requirements exceed the original quantities by 24 trunks or 10%, whichever is greater. Either Party should notify the other Party if they have measurements indicating that a trunk group is exceeding its designed call carrying capacity and is impacting other trunk groups in the network. Also, either Party should notify the other Party if they know of situations in which the traffic load is expected to increase significantly and thus affect the interconnecting trunk requirements as well as the trunk requirements within the other Party's network. The Parties agree that the forecast information provided under this Section shall be deemed "Confidential Information" as set forth in the General Terms and Conditions of this Agreement.
- 3.7.3 For a non-binding trunk forecast, agreement between the two Parties on the trunk quantities and the timeframe of those trunks does not imply any liability for failure to perform if the trunks are not available for use at the required time.
- 3.8 Trunk Utilization. BellSouth and Mpower shall monitor traffic on each interconnection trunk group that is ordered and installed. The Parties agree that within 180 days of the installation of a trunk or trunks, the trunks will be utilized at 60 percent (60%) of the time consistent busy hour utilization level. The Parties agree that within 365 days of the installation of a trunk or trunks, the trunks will be utilized at eighty percent (80%) of the time consistent busy hour utilization level. Any trunk or trunks not meeting the minimum thresholds set forth in this

Section are defined as "Under-utilized" trunks. BellSouth may disconnect any Under-utilized reciprocal trunk(s) and the Party whose trunks are disconnected shall refund to the other Party associated trunk and facility charges paid by such other Party, if any.

- 3.8.1 BellSouth's Local Interconnection Switching Center (LISC) will notify Mpower of any under-utilized reciprocal trunk groups and the number of trunks that BellSouth wishes to disconnect. BellSouth will provide supporting information either by email or facsimile to the designated Mpower interface. Mpower will provide concurrence with the disconnection in seven (7) business days or will provide specific information supporting why the trunks should not be disconnected. Such supporting information should include expected traffic volumes (including traffic volumes generated due to Local Number Portability) and the timeframes within which Mpower expects to need such trunks. BellSouth's LISC Project Manager and Circuit Capacity Manager will discuss the information with Mpower to determine if agreement can be reached on the number of trunks to be removed. If no agreement can be reached, BellSouth will issue disconnect orders to Mpower. The due date of these orders will be four weeks after Mpower was first notified in writing of the under-utilization of the trunk groups.
- 3.8.2 To the extent that any interconnection trunk group is utilized at a time-consistent busy hour of eighty percent (80%) or greater, the Parties shall negotiate in good faith for the installation of augmented facilities.

#### **4. Local Dialing Parity**

- 4.1 BellSouth and Mpower 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 Mpower 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 and ISP-bound Traffic
- 5.1.1 For reciprocal compensation between the Parties pursuant to this Attachment, Local Traffic is defined as any circuit switched 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.

- 5.1.2 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.
- 5.1.3 ISP-bound Traffic is defined as calls to an information service provider or Internet service provider ("ISP") that are dialed by using a local dialing pattern (7 or 10 digits) by a calling party in one LATA to an ISP server or modem in the same LATA. ISP-bound Traffic is not Local Traffic subject to reciprocal compensation, but instead is information access traffic subject to the FCC's jurisdiction.
- 5.1.4 Notwithstanding the definitions of Local Traffic and ISP-bound traffic above, and pursuant to the FCC's Order on Remand and Report and Order in CC Docket 99-68 released April 27, 2001 ("ISP Order on Remand"), BellSouth and Mpower agree to the rebuttable presumption that all combined circuit switched Local and ISP-bound Traffic delivered to BellSouth or Mpower that exceeds a 3:1 ratio of terminating to originating traffic on a statewide basis shall be considered ISP-bound traffic for compensation purposes. BellSouth and Mpower further agree to the rebuttable presumption that all combined circuit switched Local and ISP-bound Traffic delivered to BellSouth or Mpower that does not exceed a 3:1 ratio of terminating to originating traffic on a statewide basis shall be considered Local Traffic for compensation purposes.
- 5.1.5 For purposes of this Agreement and for traffic between the Parties originating from and directed to the exchanges subject to this Agreement, the Parties agree to a bill-and-keep arrangement for usage on Local Traffic and ISP-bound traffic. Such bill-and-keep arrangement includes any per minute of use rate elements associated with the transport and termination of Local Traffic and ISP-bound Traffic (including, but not limited to end office switching tandem switching, and common transport). Transit traffic and MTA traffic shall not be subject to bill-and-keep, but shall be subject to the compensation set forth in sections 5.10 and 2.12, respectively.
- 5.1.6 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.

- 5.1.7 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).
- 5.1.8 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.
- 5.1.9 Neither Party shall represent access services traffic (e.g. Internet Protocol (IP) Telephony, FGA, FGB, etc.) as Local Traffic for purposes of payment of reciprocal compensation.
- 5.1.11 Pursuant to the definition of Local Traffic in this Attachment, and for the purpose of delivery of one Party's originating traffic to the other, Local Traffic and ISP-bound Traffic delivered to a terminating Party's end users physically located within the LATA in which the call originated and within which the Party's end user's NPA/NXX is assigned shall be subject to bill-and-keep. If either Party assigns NPA/NXXs to specific BellSouth rate centers within the LATA and assigns numbers from those NPA/NXXs to its end users physically located outside of that LATA, the originating Party's traffic originating from within the LATA where the NPA/NXXs are assigned and delivered to the terminating Party's customer physically located outside of such LATA, shall not be deemed Local Traffic, and such traffic will not be subject to bill-and-keep. Further, the Parties agree to identify such interLATA traffic to each other and to compensate each other for originating and transporting such interLATA traffic to each other at the originating Party's Commission approved tariffed switched access rates.
- 5.1.12 If Mpower does not identify such traffic to BellSouth, to the best of BellSouth's ability BellSouth will determine which whole Mpower NPA/NXXs on which to charge the applicable rates for originating intrastate network access service as reflected in BellSouth's Intrastate Access Service Tariff. BellSouth shall make appropriate billing adjustments if Mpower can provide sufficient information for BellSouth to determine whether said traffic is local or toll.
- 5.2 Percent Local Use. Each Party will report to the other a Percentage Local Usage ("PLU") factor. 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 intermediary (transit) traffic. By the first of January, April, July and October of each year, each Party shall provide a positive report updating the PLU and shall send it to the other Party to be received no later than 30 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

Jurisdictional Factors Reporting Guide, 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") factor. 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 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 Jurisdictional Factors Reporting Guide, as it is amended from time to time.

5.4 Percentage Interstate Usage. Each Party shall report to the other the projected Percentage Interstate Usage ("PIU") factor. All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in BellSouth's Intrastate Access Services Tariff will apply to Mpower. 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 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 factor, shall at the terminating Party's option be utilized to determine the appropriate local usage compensation to be paid.

5.5 Notwithstanding the provisions in Section 5.2, 5.3 and 5.4 above, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information shall, at the terminating Party's option, be utilized to determine the appropriate jurisdictional reporting factors (PLU, PIU, and/or PLF), in lieu of those provided by the originating Party. In the event that the terminating Party opts to utilize its own data to determine jurisdictional reporting factors, such terminating Party shall notify the originating Party at least 15 days prior to the beginning of the calendar



quarter in which the terminating Party will begin to utilize its own data. Such factors shall subject to the Dispute Resolution provisions in this Agreement, as well as the Audit provisions set forth in 5.6 below.

5.6 **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 Mpower shall retain records of call detail for a minimum of nine months from which the PLU, PLF and/or PIU can be ascertained. The audit shall be conducted 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 auditor paid for by the Party requesting the audit. The PLU, PLF and/or PIU shall be adjusted based upon the audit results and shall apply for the quarter prior to the completion of the audit, and 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 PLF, PLU and/or PIU by twenty percentage points (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit.

5.7 **Rate True-up**

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

5.7.2 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.

5.7.3 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.

5.7.4 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.

## 5.8 Compensation for IntraLATA Toll Traffic

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

5.8.2 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 Mpower is the BellSouth end user’s presubscribed interexchange carrier or if the BellSouth end user uses Mpower as an interexchange carrier on a 101XXXX basis, BellSouth will charge Mpower the appropriate BellSouth tariff charges for originating switched access services.

5.8.3 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.

5.8.4 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 .

5.8.5 8XX Access Screening. BellSouth’s provision of 8XX Toll Free Dialing (“TFD”) to Mpower requires interconnection from Mpower to BellSouth 8XX Signal Channel Point (“SCP”). Such interconnections shall be established pursuant to BellSouth’s Common Channel Signaling Interconnection Guidelines and

Telcordia's CCS Network Interface Specification document, TR-TSV-000905. Mpower shall establish CCS7 interconnection at the BellSouth Local Signal Transfer Points serving the BellSouth 8XX SCPs that Mpower desires to query. The terms and conditions for 8XX TFD are set out in BellSouth's Intrastate Access Services Tariff as amended.

5.9 Mutual Provision of Switched Access Service

- 5.9.1 Switched Access Traffic. Switched Access Traffic is described as telephone calls requiring local transmission or switching services for the purpose of the origination or termination of Telephone Toll Service. Switched Access Traffic includes, but is not limited to, the following types of traffic: Feature Group A, Feature Group B, Feature Group C, Feature Group D, toll free access (e.g., 8XX), 900 access and their successors. Additionally, any Public Switched Telephone Network interexchange telecommunications traffic, regardless of transport protocol method, where the originating and terminating points, end-to-end points, 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. Irrespective of transport protocol method used, a call which originates in one LATA and terminates in another LATA (i.e., the end-to-end points of the call) or in which the Parties' Switched Access Services are used for the origination or termination of the call, shall not be considered Local Traffic or ISP-bound Traffic.
- 5.9.2 If the BellSouth end user chooses Mpower as their presubscribed interexchange carrier, or if the BellSouth end user uses Mpower as an interexchange carrier on a 101XXXX basis, BellSouth will charge Mpower the appropriate BellSouth tariff charges for originating switched access services.
- 5.9.3** Where the originating Party delivers a call to the terminating Party over switched access facilities, the originating Party will pay the terminating Party terminating switched access charges as set forth in BellSouth's Intrastate or Interstate Access Services Tariff, as appropriate.
- 5.9.4** When Mpower's end office switch provides an access service connection to or from an interexchange carrier ("IXC") by direct trunk group to the IXC utilizing BellSouth facilities, each Party will provide its own access services to the IXC 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 Mpower as 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. The Parties shall utilize a Thirty (30)-day billing period..

- 5.9.5 When Mpower's end office subtends the BellSouth Access Tandem switch for receipt or delivery of switched access traffic and provides an access service connection to or from an IXC via BellSouth's Access Tandem switch, BellSouth, as the tandem company agrees to provide to Mpower, as the End Office 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. Each Party will notify the other when it is not feasible to meet these requirements. As business requirements change, data reporting requirements may be modified as necessary.
- 5.9.6 BellSouth, as the tandem provider company, 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.
- 5.9.7. BellSouth, as the tandem provider company, 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.
- 5.9.8 Any claims against BellSouth, as the tandem provider company, for unbillable or uncollectable revenue should be filed with the other Party within 120 days of the receipt of the date of the unbillable usage.
- 5.9.9 BellSouth, as the tandem provider 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 tandem provider company. 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.
- 5.9.10 Mpower agrees not to deliver switched access traffic to BellSouth for termination except over Mpower ordered switched access trunks and facilities.
- 5.10 Transit Traffic Service. BellSouth shall provide tandem switching and transport services for Mpower's transit traffic. Transit traffic is traffic originating on Mpower'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 Mpower's network . Rates for local transit traffic and ISP-bound transit traffic shall be the applicable call transport and termination charges as set forth in Exhibit A to this Attachment.

Rates for Switched Access transit traffic shall be the applicable charges as set forth in BellSouth Interstate or Intrastate Switched Access tariffs. Billing associated with all transit traffic shall be pursuant to Multiple Exchange Carrier Access Billing (MECAB) procedures. Traffic between Mpower and Wireless Type 1 third parties shall not be treated as transit traffic from a routing or billing perspective. Traffic between Mpower and Wireless Type 2A third parties or a third party CLEC utilizing BellSouth switching shall not be treated as transit traffic from a routing or billing perspective until BellSouth and the Wireless carrier or a third party CLEC utilizing BellSouth switching have the capability to properly meet-point-bill in accordance with MECAB guidelines.

- 5.10.1 The delivery of traffic which transits the BellSouth network and is transported to another carrier's network is excluded from any BellSouth billing guarantees. BellSouth agrees to deliver this transit traffic to the terminating carrier; provided, however, that Mpower is solely responsible for negotiating and executing any appropriate contractual agreements with the terminating carrier for the exchange of this transit traffic through the BellSouth network. BellSouth will not be liable for any compensation to the terminating carrier or to Mpower. In the event that the terminating third party carrier imposes on BellSouth any charges or costs for the delivery of transit traffic, Mpower shall reimburse BellSouth for such costs. Additionally, the Parties agree that any billing to a third party or other telecommunications carrier under this section shall be pursuant to MECAB procedures.
- 5.11 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**

- 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 Mpower'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 Mpower is certified and providing Frame Relay Service as a Local Exchange Carrier and where traffic is being exchanged between Mpower 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 Mpower 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, Mpower 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 Mpower 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 Mpower 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. Mpower will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed charges for the circuit by one-half of Mpower'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 Mpower will pay, the total non-recurring and recurring charges for the NNI port. Mpower 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 Mpower'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 Mpower 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 Mpower orders a VC connection between a BellSouth subscriber's PVC segment and a PVC segment from the BellSouth Frame Relay switch to the Mpower Frame Relay switch, BellSouth will invoice, and Mpower will pay, the total non-recurring and recurring PVC charges for the PVC segment between the BellSouth and Mpower Frame Relay switches. If the VC is a Local VC, Mpower 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 Mpower for the PVC segment.
- 6.9.2 If BellSouth orders a Local VC connection between a Mpower subscriber's PVC segment and a PVC segment from the Mpower Frame Relay switch to the BellSouth Frame Relay switch, BellSouth will invoice, and Mpower will pay, the total non-recurring and recurring PVC and CIR charges for the PVC segment between the BellSouth and Mpower Frame Relay switches. If the VC is a Local VC, Mpower 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 Mpower 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 Mpower requests a change, BellSouth will invoice and Mpower will pay a Feature Change charge for each affected PVC segment.

- 6.9.4.1 If BellSouth requests a change to a Local VC, Mpower 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 Mpower will identify and report quarterly to BellSouth the PLCU of the Frame Relay facilities it uses, per section 8.5.3 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) Rates**
- 7.1 The terms, conditions and rates for OSS are as set forth in FCC Tariff for Access Service Records.



# Basic Architecture

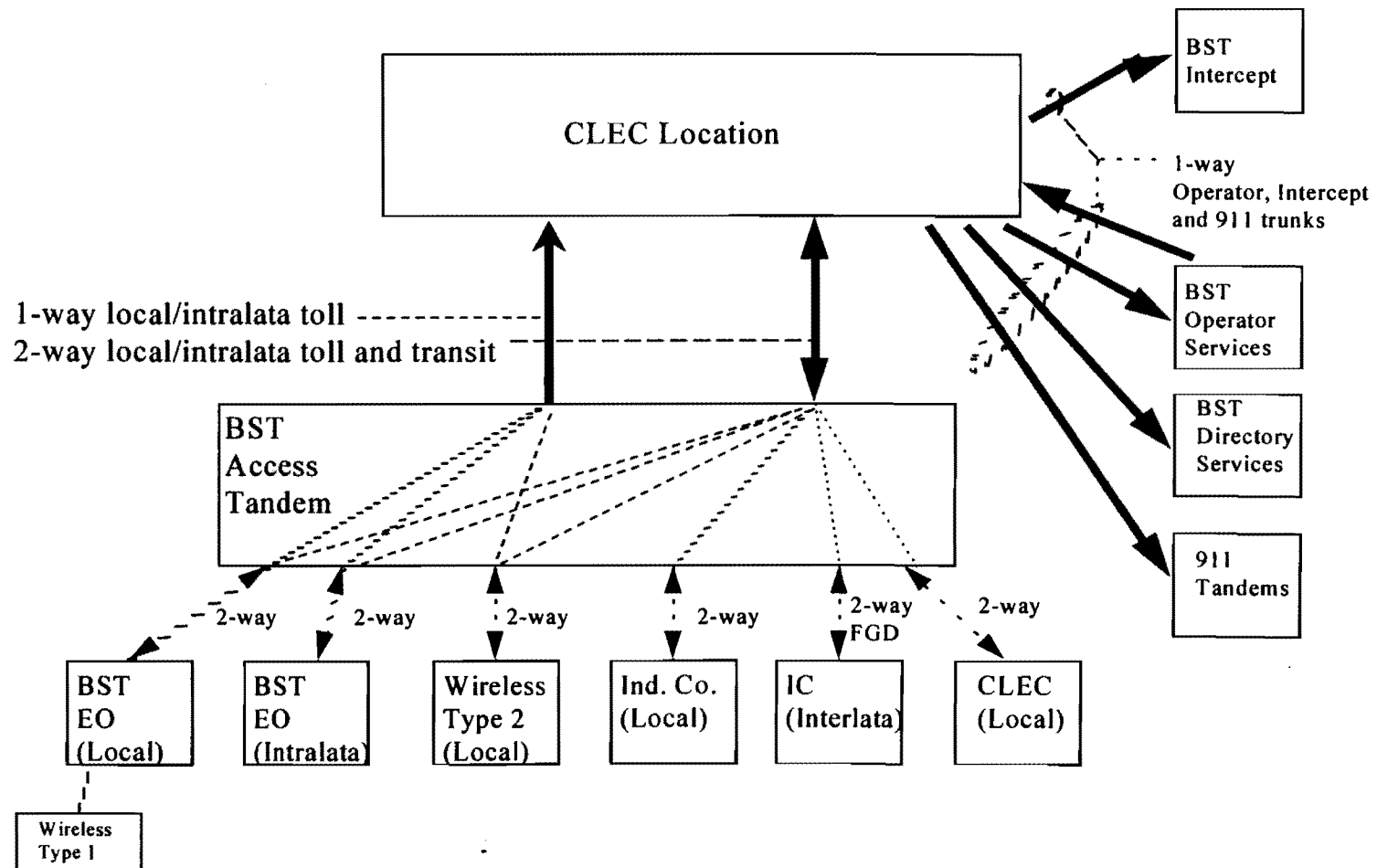


Exhibit B

## One-Way Trunking Architecture

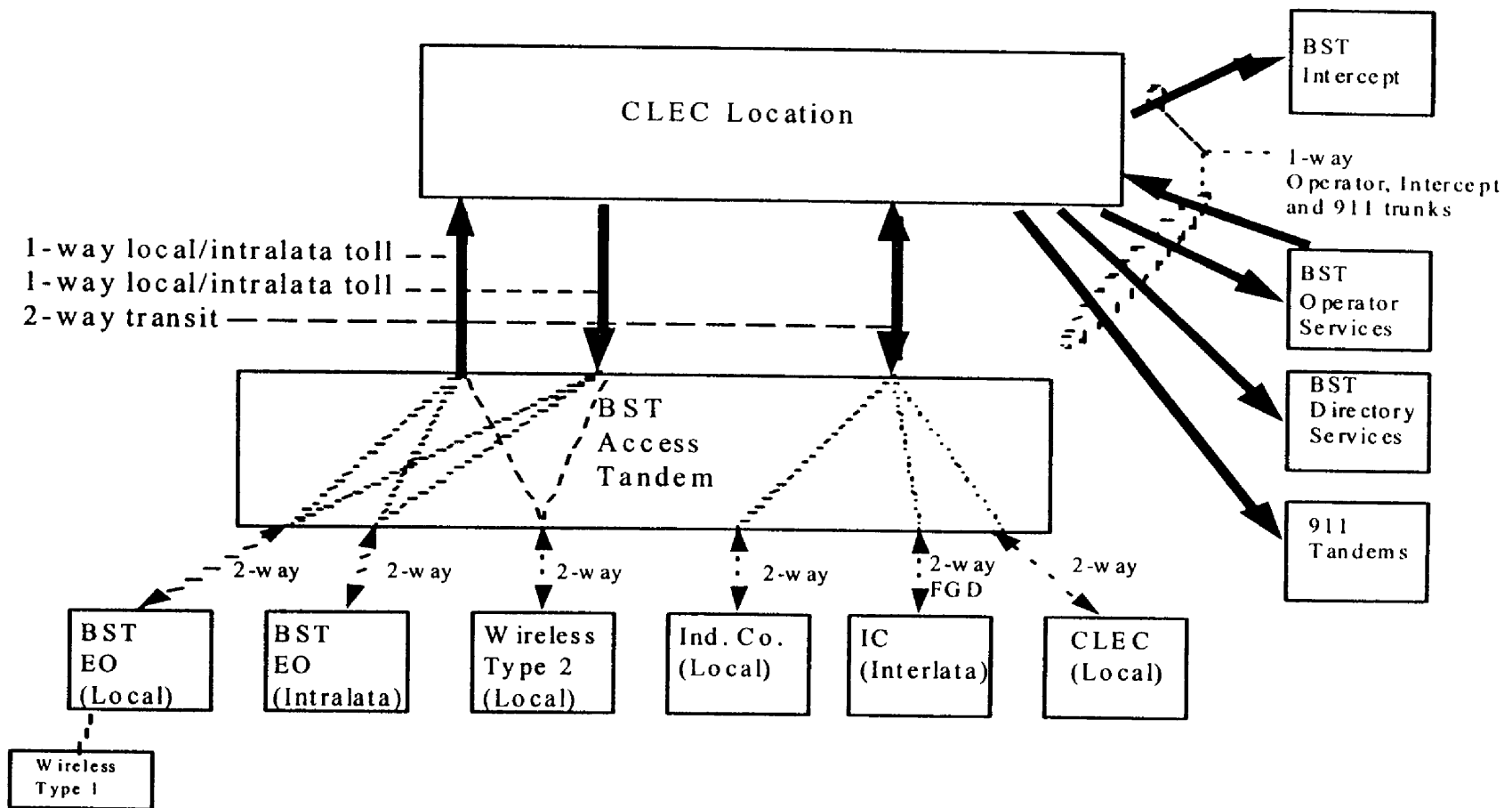


Exhibit C

## Two-Way Trunking Architecture

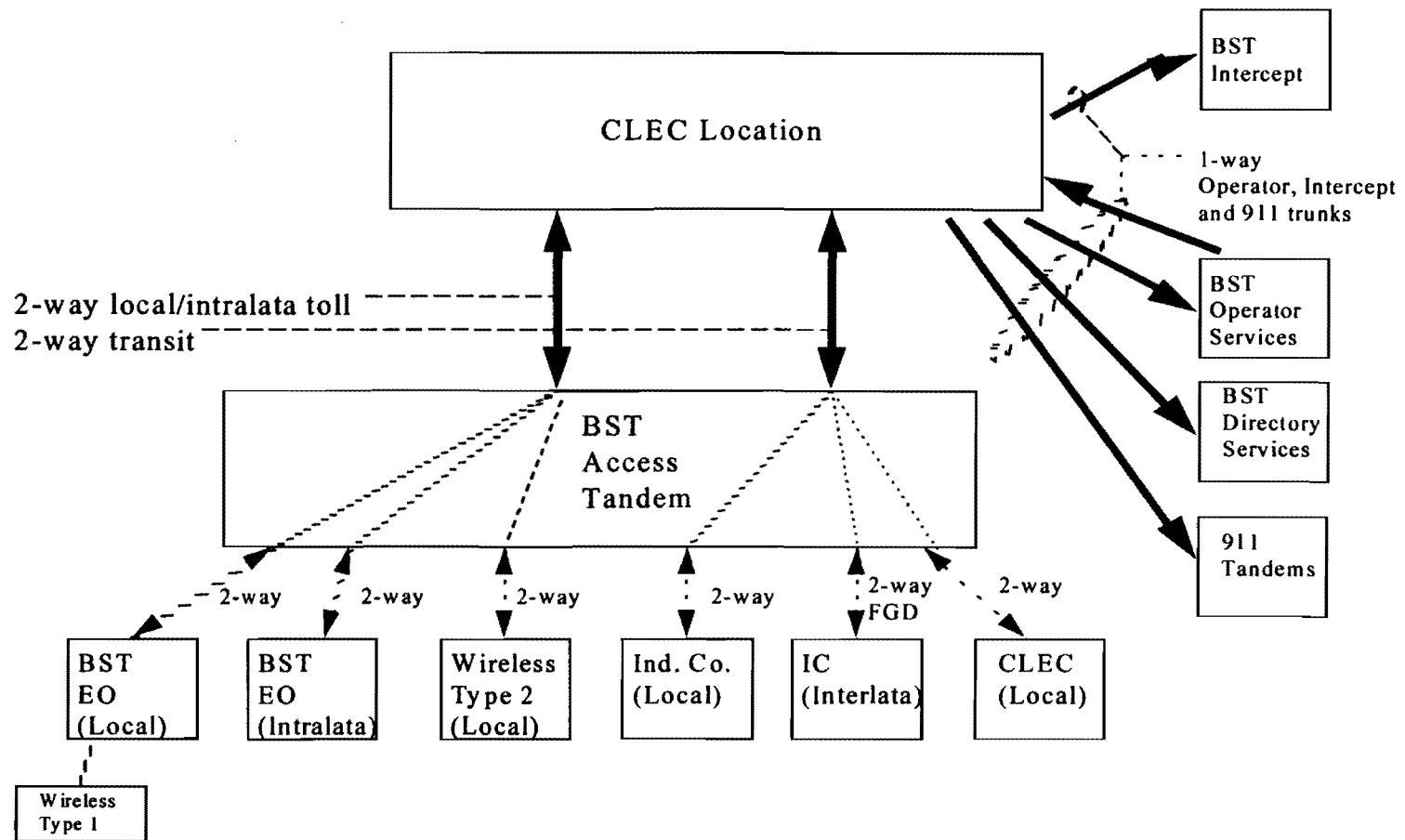
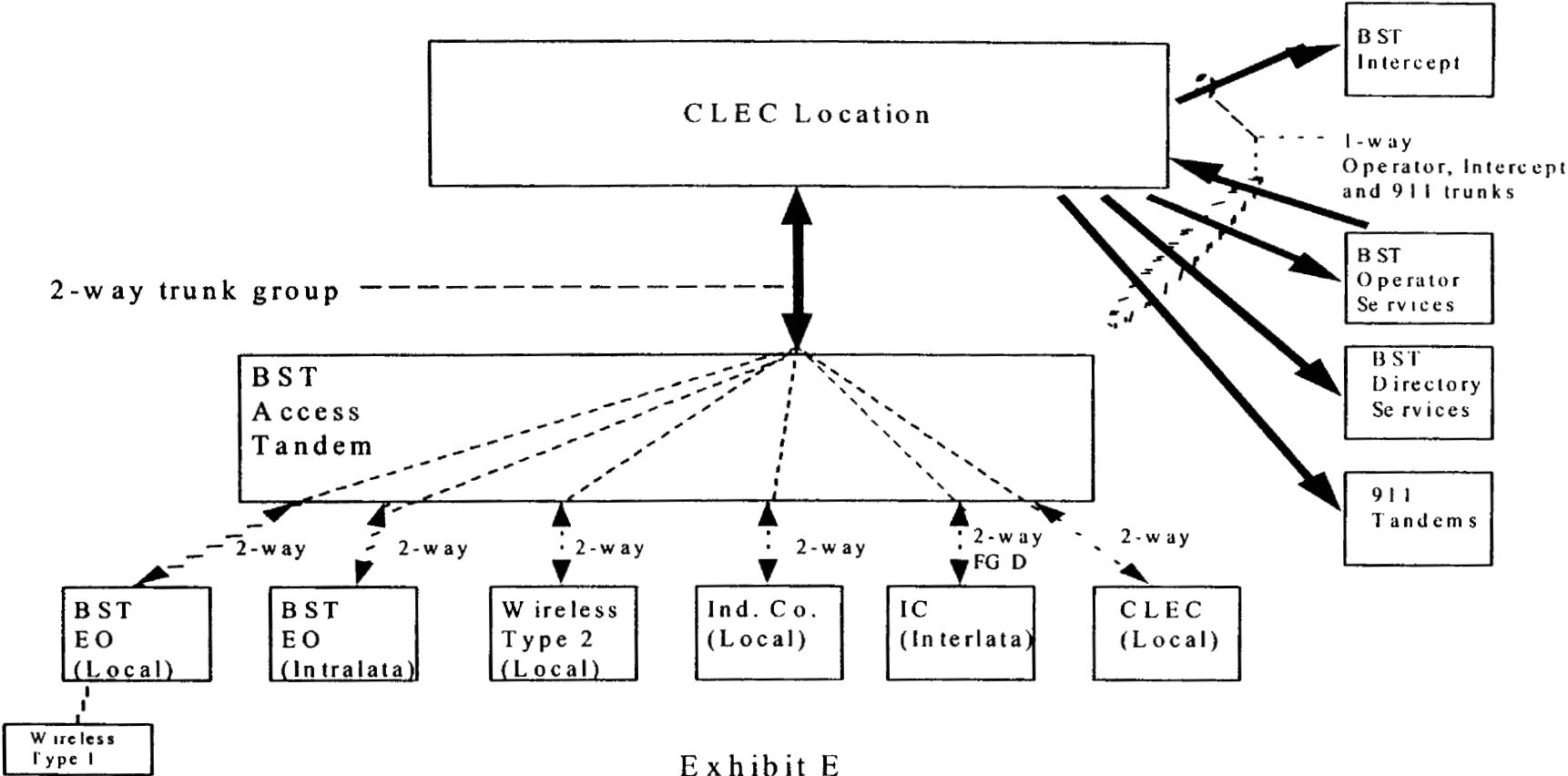


Exhibit D

# SuperGroup Architecture



LOCAL INTERCONNECTION - Alabama										Attachment: 3		Exhibit: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
						First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
<b>LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)</b>															
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.															
<b>TANDEM SWITCHING</b>															
	Tandem Switching Function Per MOU			OHD		0.0005692bk									
	Multiple Tandem Switching, per MOU (applies to initial tandem only)			OHD		0.0005692bk									
	Tandem Intermediary Charge, per MOU*			OHD		0.0015									
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.															
<b>TRUNK CHARGE</b>															
	Installation Trunk Side Service - per DS0			OHD	TPP++			333.69bk	56.91bk						
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDE0P	0.0bk									
	Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.0bk									
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDW0P	0.0bk									
	Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.0bk									
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements															
<b>COMMON TRANSPORT (Shared)</b>															
	Common Transport - Per Mile, Per MOU			OHD		0.0000026bk									
	Common Transport - Facilities Termination Per MOU			OHD		0.0003685bk									
<b>LOCAL INTERCONNECTION (TRANSPORT)</b>															
<b>INTEROFFICE CHANNEL - DEDICATED TRANSPORT - VOICE GRADE</b>															
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHL, OHM	1L5NF	0.0101bk									
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Facility Termination per month			OHL, OHM	1L5NF	24.15bk	54.82bk		13.79bk						
<b>INTEROFFICE CHANNEL - DEDICATED TRANSPORT - 56/64 KBPS</b>															
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHL, OHM	1L5NK	0.0101bk									
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHL, OHM	1L5NK	17.28bk	54.82bk		13.79bk						
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHL, OHM	1L5NK	0.0101bk									
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHL, OHM	1L5NK	17.28bk	54.82bk		13.79bk						
<b>INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS1</b>															
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.2067bk									
	Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	68.75bk	163.61bk		28.88bk						
<b>INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS3</b>															
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	4.67bk									
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	804.02bk	325.51bk		116.91bk						
<b>LOCAL CHANNEL - DEDICATED TRANSPORT</b>															
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHL, OHM	TEFV2	15.96bk	386.19bk	66.33bk	73.28bk	6.39bk					
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHL, OHM	TEFV4	17.06bk	387.06bk	67.2bk	74.22bk	7.33bk					
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	41.52bk	354.94bk	307.43bk	44.38bk	30.52bk					
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	476.04bk	903.03bk	527.87bk	238.97bk	167.16bk					
<b>LOCAL INTERCONNECTION MID-SPAN MEET</b>															
NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.															
<b>MULTIPLEXERS</b>															
	Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	122.50	182.08	125.14	21.07	19.58					
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	201.37	356.26	187.94	66.51	63.65					
	DS3 Interface Unit (DS1 COCI) per month			OH1, OH1MS	SATCO	15.39	13.15	9.43							

LOCAL INTERCONNECTION - Alabama											Attachment: 3		Exhibit: A		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
Notes: If no rate is identified in the contract, the rates, terms, and conditions 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.															

LOCAL INTERCONNECTION - Florida														Attachment: 3		Exhibit: A					
CATEGORY	RATE ELEMENTS	Interm	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l						
						Rec	Nonrecurring		Nonrecurring Disconnect							OSS RATES (\$)					
							First	Add'l	First							Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN
<b>LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)</b>																					
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																					
<b>TANDEM SWITCHING</b>																					
	Tandem Switching Function Per MOU			OHD		0.0006019bk															
	Multiple Tandem Switching, per MOU (applies to initial tandem only)			OHD		0.0006019bk															
<b>TRUNK CHARGE</b>																					
	Installation Trunk Side Service - per DS0			OHD	TPP++		336.43bk	57.38bk													
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDEOP	0.0bk															
	Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.0bk															
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDWOP	0.0bk															
	Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.0bk															
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																					
<b>COMMON TRANSPORT (Shared)</b>																					
	Common Transport - Per Mile, Per MOU			OHD		0.0000035bk															
	Common Transport - Facilities Termination Per MOU			OHD		0.0004372bk															
<b>LOCAL INTERCONNECTION (TRANSPORT)</b>																					
<b>INTEROFFICE CHANNEL - DEDICATED TRANSPORT - VOICE GRADE</b>																					
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHL, OHM	1LSNF	0.0091bk															
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			OHL, OHM	1LSNF	25.32bk	31.78bk	7.03bk													
<b>INTEROFFICE CHANNEL - DEDICATED TRANSPORT - 56/64 KBPS</b>																					
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHL, OHM	1LSNK	0.0091bk															
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHL, OHM	1LSNK	18.44bk	31.78bk	7.03bk													
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHL, OHM	1LSNK	0.0091bk															
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHL, OHM	1LSNK	18.44bk	31.78bk	7.03bk													
<b>INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS1</b>																					
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1LSNL	0.1856bk															
	Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month			OH1, OH1MS	1LSNL	68.44bk	98.47bk	19.05bk													
<b>INTEROFFICE CHANNEL - DEDICATED TRANSPORT- DS3</b>																					
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1LSNM	3.87bk															
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1LSNM	107.1bk	219.28bk	70.56bk													
<b>LOCAL CHANNEL - DEDICATED TRANSPORT</b>																					
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHL, OHM	TEFV2	21.94bk	265.84bk	46.97bk	37.63bk	4bk											
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHL, OHM	TEFV4	22.81bk	266.54bk	47.67bk	44.22bk	5.33bk											
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	35.28bk	216.65bk	183.54bk	24.3bk	16.95bk											
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	531.91bk	556.37bk	343.01bk	139.13bk	96.84bk											
<b>LOCAL INTERCONNECTION MID-SPAN MEET</b>																					
NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.																					
<b>MULTIPLEXERS</b>																					
	Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	146.77	101.42	71.62	11.09	10.49											
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	211.19	199.28	118.64	40.34	39.07											
	DS3 Interface Unit (DS1 COCI) per month			OH1, OH1MS	SATCO	13.76	10.07	7.08													

Notes: If no rate is identified in the contract, the rates, terms, and conditions 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.

LOCAL INTERCONNECTION - Georgia														Attachment: 3		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
						Rec	Nonrecurring		Nonrecurring Disconnect							OSS RATES (\$)	
						First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN		
<b>LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)</b>																	
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																	
<b>TANDEM SWITCHING</b>																	
	Tandem Switching Function Per MOU			OHD		0.0011009bk											
	Multiple Tandem Switching, per MOU (applies to initial tandem only)			OHD		0.0011009bk											
<b>TRUNK CHARGE</b>																	
	Installation Trunk Side Service - per DS0			OHD	TPP++			333.28bk	56.84bk								
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDE0P			0.0bk									
	Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P			0.0bk									
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDW0P			0.0bk									
	Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P			0.0bk									
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																	
<b>COMMON TRANSPORT (Shared)</b>																	
	Common Transport - Per Mile, Per MOU			OHD		0.000008bk											
	Common Transport - Facilities Termination Per MOU			OHD		0.0004152bk											
<b>LOCAL INTERCONNECTION (TRANSPORT)</b>																	
<b>INTEROFFICE CHANNEL - DEDICATED TRANSPORT - VOICE GRADE</b>																	
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHL, OHM	1L5NF	0.0222bk											
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Facility Termination per month			OHL, OHM	1L5NF	17.07bk	36.08bk				18.94						
<b>INTEROFFICE CHANNEL - DEDICATED TRANSPORT - 56/64 KBPS</b>																	
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHL, OHM	1L5NK	0.0222bk											
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHL, OHM	1L5NK	16.45bk	36.08bk				18.94						
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHL, OHM	1L5NK	0.0222bk											
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHL, OHM	1L5NK	16.45bk	36.08bk				18.94						
<b>INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS1</b>																	
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.4523bk											
	Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	78.47bk	111.75bk				18.94						
<b>INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS3</b>																	
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	2.72bk											
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	788bk	330.77bk		119.14bk			37.55		18.03			
<b>LOCAL CHANNEL - DEDICATED TRANSPORT</b>																	
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHL, OHM	TEFV2	13.91bk	382.95bk		62.40bk								
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHL, OHM	TEFV4	14.99bk	368.44bk		64.05bk								
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	38.36bk	356.15bk		312.89bk								
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	515.91bk	639.50bk		426.31bk	122.31bk	119.14bk						
<b>LOCAL INTERCONNECTION MID-SPAN MEET</b>																	
NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.																	
<b>MULTIPLXERS</b>																	
	Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	126.22	198.22	123.59	31.03	19.75							
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	182.04	280.66	195.33	83.10	59.96							
	DS3 Interface Unit (DS1 COC1) per month			OH1, OH1MS	SATCO	11.02	12.02	8.66									

Notes: If no rate is identified in the contract, the rates, terms, and conditions 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.



LOCAL INTERCONNECTION - Kentucky														Attachment: 3		Exhibit: A					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l						
						Rec	Nonrecurring		Nonrecurring Disconnect							OSS RATES (\$)					
							First	Add'l	First							Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN
<b>LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)</b>																					
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																					
<b>TANDEM SWITCHING</b>																					
	Tandem Switching Function Per MOU			OHD		0.0007555bk															
	Multiple Tandem Switching, per MOU (applies to initial tandem only)			OHD		0.0007555bk															
	Tandem Intermediary Charge, per MOU*			OHD		0.001096															
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																					
<b>TRUNK CHARGE</b>																					
	Installation Trunk Side Service - per DS0			OHD	TPP++		334.09bk	57.12bk													
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDE0P	0.0bk															
	Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.0bk															
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDW0P	0.0bk															
	Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.0bk															
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																					
<b>COMMON TRANSPORT (Shared)</b>																					
	Common Transport - Per Mile, Per MOU			OHD		0.0000031bk															
	Common Transport - Facilities Termination Per MOU			OHD		0.000757bk															
<b>LOCAL INTERCONNECTION (TRANSPORT)</b>																					
<b>INTEROFFICE CHANNEL - DEDICATED TRANSPORT - VOICE GRADE</b>																					
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHL, OHM	1L5NF	0.0118bk															
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			OHL, OHM	1L5NF	29.51bk	54.84bk				13.75bk										
<b>INTEROFFICE CHANNEL - DEDICATED TRANSPORT - 56/64 KBPS</b>																					
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHL, OHM	1L5NK	0.0118bk															
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHL, OHM	1L5NK	21.26bk	54.84bk				13.75bk										
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHL, OHM	1L5NK	0.0118bk															
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHL, OHM	1L5NK	21.26bk	54.84bk				13.75bk										
<b>INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS1</b>																					
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.2407bk															
	Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	97.38bk	163.67bk				28.79bk										
<b>INTEROFFICE CHANNEL - DEDICATED TRANSPORT- DS3</b>																					
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	5.10bk															
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	1191.53bk	325.62bk				116.54bk										
<b>LOCAL CHANNEL - DEDICATED TRANSPORT</b>																					
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHL, OHM	TEFV2	18.81bk	386.33bk	66.35bk	73.04bk	6.37bk											
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHL, OHM	TEFV4	20.12bk	387.20bk	67.22bk	73.98bk	7.31bk											
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	44.63bk	355.06bk	307.53bk	44.24bk	30.42bk											
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	583.57bk	903.34bk	528.05bk	238.20bk	166.62bk											
<b>LOCAL INTERCONNECTION MID-SPAN MEET</b>																					
NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.																					
<b>MULTIPLXERS</b>																					
	Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	139.65	182.14	125.19	21.00	19.52											
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	194.82	356.40	188.00	66.30	63.44											
	DS3 Interface Unit (DS1 COC) per month			OH1, OH1MS	SATCO	14.43	13.16	9.43													

LOCAL INTERCONNECTION - Kentucky											Attachment: 3				Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect							OSS RATES (\$)
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	
Notes: If no rate is identified in the contract, the rates, terms, and conditions 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.																

LOCAL INTERCONNECTION - Louisiana										Attachment: 3		Exhibit: A				
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect							OSS RATES (\$)
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
<b>LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)</b>																
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																
<b>TANDEM SWITCHING</b>																
	Tandem Switching Function Per MOU			OHD		0.0005507bk										
	Multiple Tandem Switching, per MOU (applies to initial tandem only)			OHD		0.0005507bk										
<b>TRUNK CHARGE</b>																
	Installation Trunk Side Service - per DS0			OHD	TPP++		334.94bk	56.98bk								
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDE0P	0.0bk										
	Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.0bk										
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDW0P	0.0bk										
	Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.0bk										
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																
<b>COMMON TRANSPORT (Shared)</b>																
	Common Transport - Per Mile, Per MOU			OHD		0.0000032bk										
	Common Transport - Facilities Termination Per MOU			OHD		0.0003748bk										
<b>LOCAL INTERCONNECTION (TRANSPORT)</b>																
<b>INTEROFFICE CHANNEL - DEDICATED TRANSPORT - VOICE GRADE</b>																
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHL, OHM	1L5NF	0.013bk										
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			OHL, OHM	1L5NF	22.60bk	26.62bk									
<b>INTEROFFICE CHANNEL - DEDICATED TRANSPORT - 56/64 KBPS</b>																
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHL, OHM	1L5NK	0.013bk										
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHL, OHM	1L5NK	15.61bk	26.62bk									
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHL, OHM	1L5NK	0.013bk										
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHL, OHM	1L5NK	15.61bk	26.62bk									
<b>INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS1</b>																
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.2652bk										
	Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	70.47bk	79.44bk									
<b>INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS3</b>																
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	6.04bk										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	850.45bk	158.05bk									
<b>LOCAL CHANNEL - DEDICATED TRANSPORT</b>																
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHL, OHM	TEFV2	18.32bk	187.51bk	32.21bk								
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHL, OHM	TEFV4	19.41bk	187.94bk	32.63bk								
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	39.18bk	172.34bk	149.27bk								
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	469.44bk	438.46bk	256.3bk								
<b>LOCAL INTERCONNECTION MID-SPAN MEET</b>																
NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.																
<b>MULTIPLXERS</b>																
	Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	105.09	88.41	60.76								
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	201.48	172.99	91.25								
	DS3 Interface Unit (DS1 COCI) per month			OH1, OH1MS	SATCO	11.78	6.39	4.58								

Notes: If no rate is identified in the contract, the rates, terms, and conditions 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.

LOCAL INTERCONNECTION - Mississippi														Attachment: 3		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
						Rec	Nonrecurring		Nonrecurring Disconnect							OSS RATES (\$)	
							First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
<b>LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)</b>																	
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																	
<b>TANDEM SWITCHING</b>																	
	Tandem Switching Function Per MOU			OHD		0.0005379bk											
	Multiple Tandem Switching, per MOU (applies to initial tandem only)			OHD		0.0005379bk											
<b>TRUNK CHARGE</b>																	
	Installation Trunk Side Service - per DS0			OHD	TPP++		334.11bk	56.98bk									
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDE0P	0.0bk											
	Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.0bk											
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDW0P	0.0bk											
	Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.0bk											
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																	
<b>COMMON TRANSPORT (Shared)</b>																	
	Common Transport - Per Mile, Per MOU			OHD		0.0000026bk											
	Common Transport - Facilities Termination Per MOU			OHD		0.0004541bk											
<b>LOCAL INTERCONNECTION (TRANSPORT)</b>																	
<b>INTEROFFICE CHANNEL - DEDICATED TRANSPORT - VOICE GRADE</b>																	
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHL, OHM	1L5NF	0.0098bk											
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			OHL, OHM	1L5NF	22.52bk	27.57bk		7.11bk								
<b>INTEROFFICE CHANNEL - DEDICATED TRANSPORT - 56/64 KBPS</b>																	
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHL, OHM	1L5NK	0.0098bk											
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHL, OHM	1L5NK	15.68bk	27.57bk		7.11bk								
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHL, OHM	1L5NK	0.0098bk											
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHL, OHM	1L5NK	15.68bk	27.57bk		7.11bk								
<b>INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS1</b>																	
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.201bk											
	Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	57.33bk	82.28bk		14.90bk								
<b>INTEROFFICE CHANNEL - DEDICATED TRANSPORT- DS3</b>																	
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	4.76bk											
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	641.90bk	163.70bk		60.29bk								
<b>LOCAL CHANNEL - DEDICATED TRANSPORT</b>																	
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHL, OHM	TEFV2	14.91bk	194.22bk		33.36bk	37.79bk		3.30bk					
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHL, OHM	TEFV4	15.99bk	194.66bk		33.80bk	38.27bk		3.78bk					
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	36.83bk	178.50bk		154.61bk	22.89bk		15.74bk					
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	413.87bk	454.13bk		264.47bk	123.23bk		86.19bk					
<b>LOCAL INTERCONNECTION MID-SPAN MEET</b>																	
NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.																	
<b>MULTIPLEXERS</b>																	
	Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	102.85	91.57		62.94	10.87		10.10					
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	170.63	179.17		94.52	34.30		32.82					
	DS3 Interface Unit (DS1 COC) per month			OH1, OH1MS	SATCO	12.96	6.62		4.74								

Notes: If no rate is identified in the contract, the rates, terms, and conditions 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.

LOCAL INTERCONNECTION - North Carolina										Attachment: 3		Exhibit: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
<b>LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)</b>															
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.															
<b>TANDEM SWITCHING</b>															
	Tandem Switching Function Per MOU			OHD			0.0012bk								
	Multiple Tandem Switching, per MOU (applies to initial tandem only)			OHD			0.0012bk								
<b>TRUNK CHARGE</b>															
	Installation Trunk Side Service - per DS0			OHD	TPP++		333.54bk	56.86bk							
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDE0P		0.0bk								
	Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P		0.0bk								
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDW0P		0.0bk								
	Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P		0.0bk								
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements															
<b>COMMON TRANSPORT (Shared)</b>															
	Common Transport - Per Mile, Per MOU			OHD			0.00001bk								
	Common Transport - Facilities Termination Per MOU			OHD			0.00034bk								
<b>LOCAL INTERCONNECTION (TRANSPORT)</b>															
<b>INTEROFFICE CHANNEL - DEDICATED TRANSPORT - VOICE GRADE</b>															
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHL, OHM	1L5NF		0.0282bk								
	Interoffice Channel - Dedicated Transport - 2- Wire Voice Grade - Facility Termination per month			OHL, OHM	1L5NF		18.00bk	52.58bk							
<b>INTEROFFICE CHANNEL - DEDICATED TRANSPORT - 56/64 KBPS</b>															
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHL, OHM	1L5NK		0.0282bk								
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHL, OHM	1L5NK		17.40bk	52.58bk							
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHL, OHM	1L5NK		0.0282bk								
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHL, OHM	1L5NK		17.40bk	52.58bk							
<b>INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS1</b>															
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL		0.5753bk								
	Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL		71.29bk	163.75bk							
<b>INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS3</b>															
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM		12.98bk								
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM		720.36bk	579.55bk							
<b>LOCAL CHANNEL - DEDICATED TRANSPORT</b>															
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHL, OHM	TEFV2		14.82bk	553.80bk	89.69bk						
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHL, OHM	TEFV4		15.87bk	562.23bk	92.67bk						
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG		35.68bk	534.48bk	462.69bk						
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ		498.87bk	562.25bk	527.88bk						
<b>LOCAL INTERCONNECTION MID-SPAN MEET</b>															
NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.															
<b>MULTIPLEXERS</b>															
	Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1		146.69	197.78	140.06						
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS		233.10	403.97	234.40						
	DS3 Interface Unit (DS1 COCJ) per month			OH1, OH1MS	SATCO		16.07	13.09	9.38						
Notes: If no rate is identified in the contract, the rates, terms, and conditions 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.															

LOCAL INTERCONNECTION - South Carolina														Attachment: 3		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
						Rec	Nonrecurring		Nonrecurring Disconnect							SOME C	SOMAN
							First	Add'l	First	Add'l							
<b>LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)</b>																	
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																	
<b>TANDEM SWITCHING</b>																	
	Tandem Switching Function Per MOU			OHD		0.0014911bk											
	Multiple Tandem Switching, per MOU (applies to initial tandem only)			OHD		0.0014911bk											
<b>TRUNK CHARGE</b>																	
	Installation Trunk Side Service - per DS0			OHD	TPP++		335.14bk		57.16bk								
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDE0P	0.0bk											
	Dedicated End Office Trunk Port Service-per DS1**			OH1	OH1MS	TDE1P	0.0bk										
	Dedicated Tandem Trunk Port Service-per DS0**			OHD		TDW0P	0.0bk										
	Dedicated Tandem Trunk Port Service-per DS1**			OH1	OH1MS	TDW1P	0.0bk										
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																	
<b>COMMON TRANSPORT (Shared)</b>																	
	Common Transport - Per Mile, Per MOU			OHD		0.0000121bk											
	Common Transport - Facilities Termination Per MOU			OHD		0.0004672bk											
<b>LOCAL INTERCONNECTION (TRANSPORT)</b>																	
<b>INTEROFFICE CHANNEL - DEDICATED TRANSPORT - VOICE GRADE</b>																	
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHL, OHM	1L5NF	0.0167bk											
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Facility Termination per month			OHL, OHM	1L5NF	24.30bk	54.94bk		13.82bk								
<b>INTEROFFICE CHANNEL - DEDICATED TRANSPORT - 56/64 KBPS</b>																	
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHL, OHM	1L5NK	0.0167bk											
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHL, OHM	1L5NK	16.76bk	54.94bk		13.82bk								
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHL, OHM	1L5NK	0.0167bk											
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHL, OHM	1L5NK	16.76bk	54.94bk		13.82bk								
<b>INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS1</b>																	
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.3415bk											
	Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	77.14bk	163.98bk		28.95bk								
<b>INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS3</b>																	
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	8.02bk											
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	880.65bk	326.23bk		117.17bk								
<b>LOCAL CHANNEL - DEDICATED TRANSPORT</b>																	
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHL, OHM	TEFV2	15.33bk	387.05bk	66.48bk	73.44bk	6.41bk							
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHL, OHM	TEFV4	16.54bk	387.93bk	67.35bk	74.38bk	7.35bk							
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	42.62bk	355.73bk	308.11bk	44.48bk	30.59bk							
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	446.00bk	905.04bk	529.05bk	239.50bk	167.53bk							
<b>LOCAL INTERCONNECTION MID-SPAN MEET</b>																	
NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.																	
<b>MULTIPLEXERS</b>																	
	Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	134.46	182.48	125.42	21.12	19.62							
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	180.03	357.07	188.36	66.66	63.79							
	DS3 Interface Unit (DS1 COC) per month			OH1, OH1MS	SATCO	10.80	13.18	9.45									
Notes: If no rate is identified in the contract, the rates, terms, and conditions 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.																	

LOCAL INTERCONNECTION - Tennessee										Attachment: 3		Exhibit: A				
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l						
<b>LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)</b>																
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																
<b>TANDEM SWITCHING</b>																
	Tandem Switching Function Per MOU			OHD		0.0009778bk										
	Multiple Tandem Switching, per MOU (applies to initial tandem only)			OHD		0.0009778bk										
<b>TRUNK CHARGE</b>																
	Installation Trunk Side Service - per DS0			OHD	TPP++		334.29bk	57.01bk								
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDE0P	0.0bk										
	Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.0bk										
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDW0P	0.0bk										
	Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.0bk										
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																
<b>COMMON TRANSPORT (Shared)</b>																
	Common Transport - Per Mile, Per MOU			OHD		0.0000064bk										
	Common Transport - Facilities Termination Per MOU			OHD		0.0003871bk										
<b>LOCAL INTERCONNECTION (TRANSPORT)</b>																
<b>INTEROFFICE CHANNEL - DEDICATED TRANSPORT - VOICE GRADE</b>																
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHL, OHM	1L5NF	0.0174bk										
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Facility Termination per month			OHL, OHM	1L5NF	18.58bk	17.37bk		3.51bk							
<b>INTEROFFICE CHANNEL - DEDICATED TRANSPORT - 56/64 KBPS</b>																
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHL, OHM	1L5NK	0.0174bk										
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHL, OHM	1L5NK	17.98bk	17.37bk		3.51bk							
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHL, OHM	1L5NK	0.0174bk										
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHL, OHM	1L5NK	17.98bk	17.37bk		3.51bk							
<b>INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS1</b>																
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.3562bk										
	Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	77.86bk	76.27bk		14.99bk							
<b>INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS3</b>																
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	2.34bk										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	848.99bk	176.56bk		105.91bk							
<b>LOCAL CHANNEL - DEDICATED TRANSPORT</b>																
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHL, OHM	TEFV2	19.02bk	199.33bk	24.16bk	54.81bk	4.80bk						
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHL, OHM	TEFV4	20.56bk	201.53bk	24.83bk	55.52bk	5.51bk						
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	40.99bk	277.35bk	233.26bk	33.18bk	22.30bk						
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	611.30bk	595.37bk	304.50bk	215.82bk	151.15bk						
<b>LOCAL INTERCONNECTION MID-SPAN MEET</b>																
NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.																
<b>MULTIPLEXERS</b>																
	Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	80.77	141.87	77.11	44.47	42.62						
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	222.98	308.03	108.47	6.34	4.23						
	DS3 Interface Unit (DS1 COC) per month			OH1, OH1MS	SATCO	17.58	6.07	4.66								

Notes: If no rate is identified in the contract, the rates, terms, and conditions 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.

**ATTACHMENT TO TRANSMITTAL LETTER**

The Amendment entered into by and between Mpower Communications Corp. and BellSouth Telecommunications, Inc., dated February 6, 2002 and providing for CLEC to CLEC Conversions of Unbundled Loops for the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee consists of the following:

ITEM	NO. PAGES
Amendment	1
Exhibit 1 Title Page	1
Exhibit 1 – CLEC to CLEC Conversion Language	1
Exhibit 2 Title Page	1
Exhibit 2 – Rates	9
TOTAL	13



**AMENDMENT  
TO THE  
AGREEMENT BETWEEN  
MPOWER COMMUNICATIONS CORP.  
AND  
BELLSOUTH TELECOMMUNICATIONS, INC.  
DATED JUNE 21, 2000**

Pursuant to this Amendment, (the "Amendment"), Mpower Communications Corp. ("Mpower"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated June 21, 2000 ("Agreement").

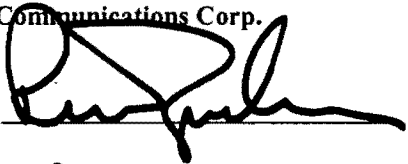
WHEREAS, BellSouth and Mpower entered into the Agreement on June 21, 2000, and;

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

1. Incorporate language for CLEC to CLEC Conversions for Unbundled Loops in Attachment 2 of the Agreement as outlined in Exhibit 1, attached hereto and incorporated into this Amendment by this reference.
2. Incorporate related rates for CLEC to CLEC Conversions for Unbundled Loops in Attachment 2, Exhibit C, of the Agreement as outlined in Exhibit 2, attached hereto and incorporated into this Amendment by this reference.
3. All of the other provisions of the Agreement, dated June 21, 2000, and as previously amended shall remain in full force and effect.
4. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

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

Mpower Communications Corp.


Signature: 

Printed Name: Russell I Zuckerman

Title: Sr VP & Gen Counsel

Date: 2/5/02

BellSouth Telecommunications, Inc.

Signature: 

Printed Name: C.W. BOLTZ

Title: MANAGING DIRECTOR

Date: 2-6-02

**AMENDMENT**

**EXHIBIT 1**

**For Inclusion in Attachment 2 of the Interconnection Agreement**

**2.1.25 CLEC to CLEC Conversions for Unbundled Loops**

- 2.1.25.1 The CLEC to CLEC conversion process for unbundled Loops may be used by Mpower when converting an existing unbundled Loop from another CLEC for the same end user. The Loop type being converted must be included in Mpower's Interconnection Agreement before requesting a conversion.
- 2.1.25.2 To utilize the CLEC to CLEC conversion process, the Loop being converted must be the same Loop type with no requested changes to the Loop, must serve the same end user location from the same serving wire center, and must not require an outside dispatch to provision.
- 2.1.25.3 The Loops converted to Mpower pursuant to the CLEC to CLEC conversion process shall be provisioned in the same manner and with the same functionality and options as described in this Attachment for the specific Loop type.

**AMENDMENT**

**EXHIBIT 2**

**For Inclusion in Attachment 2, Exhibit C of the Interconnection Agreement**

UNBUNDLED NETWORK ELEMENTS - Alabama														Attachment: 2		Exhibit: C	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
						Rec	Nonrecurring		Nonrecurring Disconnect							OSS RATES (\$)	
							First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
<b>UNBUNDLED EXCHANGE ACCESS LOOP</b>																	
	<b>2-WIRE ANALOG VOICE GRADE LOOP</b>																
	CLEC to CLEC Conversion Charge without outside dispatch - Service Level 1			UEANL	UREWO		48.12	22.02				27.37	12.97	17.77	17.77		
	CLEC to CLEC Conversion Charge without outside dispatch - Service Level 2			UEA	UREWO		131.85	38.28				27.37	12.97	17.77	17.77		
	<b>2-WIRE ISDN DIGITAL GRADE LOOP</b>																
	CLEC to CLEC Conversion Charge without outside dispatch			UDN	UREWO		121.19	33.10				27.37	12.97	17.77	17.77		
	<b>2-WIRE Universal Digital Channel (UDC) COMPATIBLE LOOP</b>																
	CLEC to CLEC Conversion Charge without outside dispatch			UDC	UREWO		104.17	33.10				27.37	12.97	17.77	17.77		
	<b>2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP</b>																
	CLEC to CLEC Conversion Charge without outside dispatch			UAL	UREWO		137.85	29.34				27.37	12.97	17.77	17.77		
	<b>2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP</b>																
	CLEC to CLEC Conversion Charge without outside dispatch			UHL	UREWO		137.79	29.34				27.37	12.97	17.77	17.77		
	<b>4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP</b>																
	CLEC to CLEC Conversion Charge without outside dispatch			UHL	UREWO		137.79	29.34				27.37	12.97	17.77	17.77		
	<b>4-WIRE DS1 DIGITAL LOOP</b>																
	CLEC to CLEC Conversion Charge without outside dispatch			USL	UREWO		130.27	40.05				27.37	12.97	17.77	17.77		
	<b>4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP</b>																
	CLEC to CLEC Conversion Charge without outside dispatch			UDL	UREWO		131.69	38.69				27.37	12.97	17.77	17.77		
	<b>2-WIRE Unbundled COPPER LOOP</b>																
	CLEC to CLEC Conversion Charge without outside dispatch - Designed			UCL	UREWO		104.17	31.42				18.94	8.42				
	CLEC to CLEC Conversion Charge without outside dispatch - Non Designed			UEQ	UREWO		44.69	22.02				18.94	8.42				
	<b>4-WIRE COPPER LOOP</b>																
	CLEC to CLEC conversion Charge without outside dispatch			UCL	UREWO		104.17	31.42				18.94	8.42				

UNBUNDLED NETWORK ELEMENTS - Florida										Attachment: 2		Exhibit: C			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
<b>UNBUNDLED EXCHANGE ACCESS LOOP</b>															
<b>2-WIRE ANALOG VOICE GRADE LOOP</b>															
	CLEC to CLEC Conversion Charge without outside dispatch - Service Level 1			UEANL	UREWO		48.11	22.01				11.90			
	CLEC to CLEC Conversion Charge without outside dispatch - Service Level 2			UEA	UREWO		131.83	38.27				11.90			
<b>2-WIRE ISDN DIGITAL GRADE LOOP</b>															
	CLEC to CLEC Conversion Charge without outside dispatch			UDN	UREWO		121.17	33.09				11.90			
<b>2-WIRE Universal Digital Channel (UDC) COMPATIBLE LOOP</b>															
	CLEC to CLEC Conversion Charge without outside dispatch			UDC	UREWO		121.17	33.09				11.90			
<b>2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP</b>															
	CLEC to CLEC Conversion Charge without outside dispatch			UAL	UREWO		124.83	29.33				11.90			
<b>2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP</b>															
	CLEC to CLEC Conversion Charge without outside dispatch			UHL	UREWO		134.40	29.33				11.90			
<b>4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP</b>															
	CLEC to CLEC Conversion Charge without outside dispatch			UHL	UREWO		134.40	29.33				11.90			
<b>4-WIRE DS1 DIGITAL LOOP</b>															
	CLEC to CLEC Conversion Charge without outside dispatch			USL	UREWO		130.25	40.04				11.90			
<b>4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP</b>															
	CLEC to CLEC Conversion Charge without outside dispatch			UDL	UREWO		131.67	38.68				11.90			
<b>2-WIRE Unbundled COPPER LOOP</b>															
	CLEC to CLEC Conversion Charge without outside dispatch - Designed			UCL	UREWO		123.81	31.41				11.90			
	CLEC to CLEC Conversion Charge without outside dispatch - Non Designed			UEQ	UREWO		44.69	22.01				11.90			
<b>4-WIRE COPPER LOOP</b>															
	CLEC to CLEC Conversion Charge without outside dispatch			UCL	UREWO		123.81	31.41				11.90			

UNBUNDLED NETWORK ELEMENTS - Georgia										Attachment: 2		Exhibit: C			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
<b>UNBUNDLED EXCHANGE ACCESS LOOP</b>															
<b>2-WIRE ANALOG VOICE GRADE LOOP</b>															
	CLEC to CLEC Conversion Charge without outside dispatch - Service Level 1			UEANL	UREWO		42.05	21.98				18.94	8.42		
	CLEC to CLEC Conversion Charge without outside dispatch - Service Level 2			UEA	UREWO		104.17	38.21				18.94	8.42		
<b>2-WIRE ISDN DIGITAL GRADE LOOP</b>															
	CLEC to CLEC Conversion Charge without outside dispatch			UDN	UREWO		120.98	33.04				18.94	8.42		
<b>2-WIRE Universal Digital Channel (UDC) COMPATIBLE LOOP</b>															
	CLEC to CLEC Conversion Charge without outside dispatch			UDC	UREWO		44.69	31.55				18.94	8.42		
<b>2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP</b>															
	CLEC to CLEC Conversion Charge without outside dispatch	I		UAL	UREWO		44.69	29.29				18.94	8.42		
<b>2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP</b>															
	CLEC to CLEC Conversion Charge without outside dispatch	I		UHL	UREWO		44.69	31.55				18.94	8.42		
<b>4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP</b>															
	CLEC to CLEC Conversion Charge without outside dispatch	I		UHL	UREWO		44.69	31.55				18.94	8.42		
<b>4-WIRE DS1 DIGITAL LOOP</b>															
	CLEC to CLEC Conversion Charge without outside dispatch			USL	UREWO		130.04	39.98				18.94	8.42		
<b>4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP</b>															
	CLEC to CLEC Conversion Charge without outside dispatch			UDL	UREWO		131.46	38.62				18.94	8.42		
<b>2-WIRE Unbundled COPPER LOOP</b>															
	CLEC to CLEC Conversion Charge without outside dispatch - Designed	I		UCL	UREWO		44.69	31.36				18.94	8.42		
	CLEC to CLEC Conversion Charge without outside dispatch - Non Designed	I		UEQ	UREWO		44.69	21.98				18.94	8.42		
<b>4-WIRE COPPER LOOP</b>															
	CLEC to CLEC conversion Charge without outside dispatch	I		UCL	UREWO		44.69	31.36				18.94	8.42		

**UNBUNDLED NETWORK ELEMENTS - Kentucky**

Attachment: 2

Exhibit: C

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l							
						Rec	Nonrecurring		Nonrecurring Disconnect							OSS RATES (\$)						
							First	Add'l	First							Add'l	SOMECC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
<b>UNBUNDLED EXCHANGE ACCESS LOOP</b>																						
<b>2-WIRE ANALOG VOICE GRADE LOOP</b>																						
	CLEC to CLEC Conversion Charge without outside dispatch - Service Level 1			UEANL	UREWO		48.12	22.02				19.99										
	CLEC to CLEC Conversion Charge without outside dispatch - Service Level 2			UEA	UREWO		131.85	38.28				19.99										
<b>2-WIRE ISDN DIGITAL GRADE LOOP</b>																						
	CLEC to CLEC Conversion Charge without outside dispatch			UDN	UREWO		121.19	33.09				19.99										
<b>2-WIRE Universal Digital Channel (UDC) COMPATIBLE LOOP</b>																						
	CLEC to CLEC Conversion Charge without outside dispatch			UDC	UREWO		121.019	33.09				19.99										
<b>2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP</b>																						
	CLEC to CLEC Conversion Charge without outside dispatch			UAL	UREWO		137.85	29.34				19.99										
<b>2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP</b>																						
	CLEC to CLEC Conversion Charge without outside dispatch			UHL	UREWO		137.79	29.34				19.99										
<b>4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP</b>																						
	CLEC to CLEC Conversion Charge without outside dispatch			UHL	UREWO		137.79	29.34				19.99										
<b>4-WIRE DS1 DIGITAL LOOP</b>																						
	CLEC to CLEC Conversion Charge without outside dispatch			USL	UREWO		130.27	40.05														
<b>4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP</b>																						
	CLEC to CLEC Conversion Charge without outside dispatch			UDL	UREWO		131.69	38.69				19.99										
<b>2-WIRE Unbundled COPPER LOOP</b>																						
	CLEC to CLEC Conversion Charge without outside dispatch - Designed			UCL	UREWO		148.88	31.42				19.99										
	CLEC to CLEC Conversion Charge without outside dispatch - Non Designed			UEQ	UREWO		44.69	22.02				19.99										
<b>4-WIRE COPPER LOOP</b>																						
	CLEC to CLEC Conversion Charge without outside dispatch			UCL	UREWO		148.88	31.42				19.99										



UNBUNDLED NETWORK ELEMENTS - Louisiana

Attachment: 2 Exhibit: C

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2				
						Rec	Nonrecurring		Nonrecurring Disconnect			Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							First	Add'l	First							Add'l
											SOME C	SOMAN	SOMAN	SOMAN	SOMAN	
<b>UNBUNDLED EXCHANGE ACCESS LOOP</b>																
	<b>2-WIRE ANALOG VOICE GRADE LOOP</b>															
	CLEC to CLEC Conversion Charge without outside dispatch - Service Level 1			UEANL	UREWO		36.54	16.87				15.20				
	CLEC to CLEC Conversion Charge without outside dispatch - Service Level 2			UEA	UREWO		102.10	38.22				15.20				
	<b>2-WIRE ISDN DIGITAL GRADE LOOP</b>															
	CLEC to CLEC Conversion Charge without outside dispatch			UDN	UREWO		113.34	33.04				15.20				
	<b>2-WIRE Universal Digital Channel (UDC) COMPATIBLE LOOP</b>															
	CLEC to CLEC Conversion Charge without outside dispatch			UDC	UREWO		113.34	33.04				15.20				
	<b>2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP</b>															
	CLEC to CLEC Conversion Charge without outside dispatch			UAL	UREWO		92.83	29.29				15.20				
	<b>2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP</b>															
	CLEC to CLEC Conversion Charge without outside dispatch			UHL	UREWO		101.24	29.29				15.20				
	<b>4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP</b>															
	CLEC to CLEC Conversion Charge without outside dispatch			UHL	UREWO		101.24	29.29				15.20				
	<b>4-WIRE DS1 DIGITAL LOOP</b>															
	CLEC to CLEC Conversion Charge without outside dispatch			USL	UREWO		130.07	39.99				15.20				
	<b>4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP</b>															
	CLEC to CLEC Conversion Charge without outside dispatch			UDL	UREWO		121.86	38.63				15.20				
	<b>2-WIRE Unbundled COPPER LOOP</b>															
	CLEC to CLEC Conversion Charge without outside dispatch - Designed			UCL	UREWO		91.92	31.37				15.20				
	CLEC to CLEC Conversion Charge without outside dispatch - Non Designed			UEQ	UREWO		36.53	16.16				15.20				
	<b>4-WIRE COPPER LOOP</b>															
	CLEC to CLEC Conversion Charge without outside dispatch			UCL	UREWO		91.92	31.37				15.20				

**UNBUNDLED NETWORK ELEMENTS - Mississippi**

UNBUNDLED NETWORK ELEMENTS - Mississippi										Attachment: 2		Exhibit: C										
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l							
						Rec	Nonrecurring		Nonrecurring Disconnect							OSS RATES (\$)						
							First	Add'l	First							Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
<b>UNBUNDLED EXCHANGE ACCESS LOOP</b>																						
	<b>2-WIRE ANALOG VOICE GRADE LOOP</b>																					
	CLEC to CLEC Conversion Charge without outside dispatch - Service Level 1			UEANL	UREWO	37.92	17.55				15.75											
	CLEC to CLEC Conversion Charge without outside dispatch - Service Level 2			UEA	UREWO	105.96	38.21				15.75											
	<b>2-WIRE ISDN DIGITAL GRADE LOOP</b>																					
	CLEC to CLEC Conversion Charge without outside dispatch			UDN	UREWO	117.61	33.03				15.75											
	<b>2-WIRE Universal Digital Channel (UDC) COMPATIBLE LOOP</b>																					
	CLEC to CLEC Conversion Charge without outside dispatch *			UDC	UREWO	117.61	33.03				15.75											
	<b>2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP</b>																					
	CLEC to CLEC Conversion Charge without outside dispatch			UAL	UREWO	96.15	29.28				15.75											
	<b>2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP</b>																					
	CLEC to CLEC Conversion Charge without outside dispatch			UHL	UREWO	104.86	29.28				15.75											
	<b>4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP</b>																					
	CLEC to CLEC Conversion Charge without outside dispatch			UHL	UREWO	104.86	29.28				15.75											
	<b>4-WIRE DS1 DIGITAL LOOP</b>																					
	CLEC to CLEC Conversion Charge without outside dispatch			USL	UREWO	130.03	39.98				15.75											
	<b>4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP</b>																					
	CLEC to CLEC Conversion Charge without outside dispatch			UDL	UREWO	126.53	38.62				15.75											
	<b>2-WIRE Unbundled COPPER LOOP</b>																					
	CLEC to CLEC Conversion Charge without outside dispatch - Designed			UCL	UREWO	95.21	31.36				15.75											
	CLEC to CLEC Conversion Charge without outside dispatch - Non Designed			UEQ	UREWO	36.53	16.16				15.75											
	<b>4-WIRE COPPER LOOP</b>																					
	CLEC to CLEC Conversion Charge without outside dispatch			UCL	UREWO	95.21	31.36				15.75											

UNBUNDLED NETWORK ELEMENTS - North Carolina										Attachment: 2		Exhibit: C			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
						First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
<b>UNBUNDLED EXCHANGE ACCESS LOOP</b>															
	<b>2-WIRE ANALOG VOICE GRADE LOOP</b>														
	CLEC to CLEC Conversion Charge without outside dispatch - Service Level 1			UEANL	UREWO	48.07	22.00					26.94	12.76		
	CLEC to CLEC Conversion Charge without outside dispatch - Service Level 2			UEA	UREWO	131.73	38.24					26.94	12.76		
	<b>2-WIRE ISDN DIGITAL GRADE LOOP</b>														
	CLEC to CLEC Conversion Charge without outside dispatch			UDN	UREWO	121.08	33.06					26.94	12.76		
	<b>2-WIRE Universal Digital Channel (UDC) COMPATIBLE LOOP</b>														
	CLEC to CLEC Conversion Charge without outside dispatch			UDC	UREWO	121.08	33.06					26.94	12.76		
	<b>2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP</b>														
	CLEC to CLEC Conversion Charge without outside dispatch			UAL	UREWO	137.72	29.31					26.94	12.76		
	<b>2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP</b>														
	CLEC to CLEC Conversion Charge without outside dispatch			UHL	UREWO	137.66	29.31					26.94	12.76		
	<b>4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP</b>														
	CLEC to CLEC Conversion Charge without outside dispatch			UHL	UREWO	137.66	29.31					26.94	12.76		
	<b>4-WIRE DS1 DIGITAL LOOP</b>														
	CLEC to CLEC Conversion Charge without outside dispatch			USL	UREWO	130.15	40.01					26.94	12.76		
	<b>4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP</b>														
	CLEC to CLEC Conversion Charge without outside dispatch			UDL	UREWO	131.57	38.65					26.94	12.76		
	<b>2-WIRE Unbundled COPPER LOOP</b>														
	CLEC to CLEC Conversion Charge without outside dispatch - Designed			UCL	UREWO	148.74	31.39					19.99	19.99	19.99	19.99
	CLEC to CLEC Conversion Charge without outside dispatch - Non Designed			UEQ	UREWO	48.07	22.00					19.99	19.99	19.99	19.99
	<b>4-WIRE COPPER LOOP</b>														
	CLEC to CLEC Conversion Charge without outside dispatch			UCL	UREWO	148.74	31.39					19.99	19.99	19.99	19.99

**UNBUNDLED NETWORK ELEMENTS - South Carolina**

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2		Exhibit: C		
						Rec	Nonrecurring		Nonrecurring Disconnect			Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							First	Add'l	First							Add'l
SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN											
<b>UNBUNDLED EXCHANGE ACCESS LOOP</b>																
	<b>2-WIRE ANALOG VOICE GRADE LOOP</b>															
	CLEC to CLEC Conversion Charge without outside dispatch - Service Level 1			UEANL	UREWO	48.22	22.06					44.42	13.55			
	CLEC to CLEC Conversion Charge without outside dispatch - Service Level 2			UEA	UREWO	132.12	38.36					44.42	13.55			
	<b>2-WIRE ISDN DIGITAL GRADE LOOP</b>															
	CLEC to CLEC Conversion Charge without outside dispatch			UDN	UREWO	121.44	33.16					44.42	13.55			
	<b>2-WIRE Universal Digital Channel (UDC) COMPATIBLE LOOP</b>															
	CLEC to CLEC Conversion Charge without outside dispatch			UDC	UREWO	121.44	33.16					44.42	13.55			
	<b>2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP</b>															
	CLEC to CLEC Conversion Charge without outside dispatch			UAL	UREWO	138.14	29.40					44.42	13.55			
	<b>2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP</b>															
	CLEC to CLEC Conversion Charge without outside dispatch			UHL	UREWO	138.07	29.40					44.06	13.55			
	<b>4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP</b>															
	CLEC to CLEC Conversion Charge without outside dispatch			UHL	UREWO	138.07	29.40					44.06	13.55			
	<b>4-WIRE DS1 DIGITAL LOOP</b>															
	CLEC to CLEC Conversion Charge without outside dispatch			USL	UREWO	130.54	40.13					43.77	13.55			
	<b>4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP</b>															
	CLEC to CLEC Conversion Charge without outside dispatch			UDL	UREWO	131.96	38.77					44.06	13.55			
	<b>2-WIRE Unbundled COPPER LOOP</b>															
	CLEC to CLEC Conversion Charge without outside dispatch - Designed			UCL	UREWO	149.19	31.48					19.99	19.99	19.99	19.99	
	CLEC to CLEC Conversion Charge without outside dispatch - Non Designed			UEQ	UREWO	44.69	22.06					19.99	19.99	19.99	19.99	
	<b>4-WIRE COPPER LOOP</b>															
	CLEC to CLEC Conversion Charge without outside dispatch			UCL	UREWO	149.19	31.48					19.99	19.99	19.99	19.99	

UNBUNDLED NETWORK ELEMENTS - Tennessee											Attachment: 2		Exhibit: C			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l						
<b>UNBUNDLED EXCHANGE ACCESS LOOP</b>																
<b>2-WIRE ANALOG VOICE GRADE LOOP</b>																
	CLEC to CLEC Conversion Charge without outside dispatch - Service Level 1			UEANL	UREWO		31.99	20.02					20.35	10.54	13.32	
	CLEC to CLEC Conversion Charge without outside dispatch - Service Level 2			UEA	UREWO		75.06	38.34					20.35	10.54	13.32	13.32
<b>2-WIRE HSDN DIGITAL GRADE LOOP</b>																
	CLEC to CLEC Conversion Charge without outside dispatch			UDN	UREWO		121.37	33.14					20.35	10.54	13.32	13.32
<b>2-WIRE Universal Digital Channel (UDC) COMPATIBLE LOOP</b>																
	CLEC to CLEC Conversion Charge without outside dispatch			UDC	UREWO		121.37	33.14					20.35	10.54	13.32	13.32
<b>2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP</b>																
	CLEC to CLEC Conversion Charge without outside dispatch	I		UAL	UREWO		31.99	20.02					20.35	10.54	13.32	13.32
<b>2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP</b>																
	CLEC to CLEC Conversion Charge without outside dispatch	I		UHL	UREWO		31.99	20.02					20.35	10.54	13.32	13.32
<b>4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP</b>																
	CLEC to CLEC Conversion Charge without outside dispatch	I		UHL	UREWO		31.99	20.02					20.35	10.54	13.32	13.32
<b>4-WIRE DS1 DIGITAL LOOP</b>																
	CLEC to CLEC Conversion Charge without outside dispatch			USL	UREWO		130.47	40.11					20.35	10.54	13.32	13.32
<b>4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP</b>																
	CLEC to CLEC Conversion Charge without outside dispatch			UDL	UREWO		131.89	38.75					20.35	10.54	13.32	13.32
<b>2-WIRE Unbundled COPPER LOOP</b>																
	CLEC to CLEC Conversion Charge without outside dispatch - Designed	I		UCL	UREWO		31.99	20.02					20.35	10.54	13.32	13.32
	CLEC to CLEC Conversion Charge without outside dispatch - Non Designed	I		UEQ	UREWO		31.99	20.02					20.35	10.54	13.32	13.32
<b>4-WIRE COPPER LOOP</b>																
	CLEC to CLEC Conversion Charge without outside dispatch	I		UCL	UREWO		31.99	20.02					20.35	10.54	13.32	13.32

**ATTACHMENT TO TRANSMITTAL LETTER**

The Amendment entered into by and between Mpower Communications Corp. and BellSouth Telecommunications, Inc., dated January 23, 2002, for the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee consists of the following:

ITEM	NO. PAGES
Amendment	1
Exhibit 1 Title Page	1
Attachment 7 – Level 3 Communications, LLC	20
TOTAL	22

01/23/02

AMENDMENT  
TO THE  
AGREEMENT BETWEEN  
MPOWER COMMUNICATIONS CORP. AND  
BELL SOUTH TELECOMMUNICATIONS, INC.  
DATED JUNE 21, 2000

Pursuant to this Amendment, (the "Amendment"), Mpower Communications Corp. ("Mpower"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated June 21, 2000 ("Agreement").

WHEREAS, BellSouth and Mpower entered into the Agreement on June 21, 2000 and;

WHEREAS, section 252(I) of the Telecommunications Act of 1996 requires BellSouth to make available any interconnection, service, or network element provided under an agreement approved by the appropriate state regulatory body to any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement in its entirety and;

WHEREAS, Mpower has requested that BellSouth make available the Billing component of the interconnection agreement effective January 1, 2001 between BellSouth and Level 3 Communications, LLC ("Level 3") known as Attachment 7;

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

1. The Billing portion in the current Agreement, known as Attachment 7, is hereby deleted in its entirety.
2. Attachment 7 of the interconnection agreement between BellSouth and Level 3 attached hereto as Exhibit 1 and incorporated herein by this reference is hereby adopted by the Parties.
3. All of the other provisions of the Agreement, dated June 21, 2000 shall remain in full force and effect.
4. Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

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

Mpower Communications Corp.

By: Michael R. Daley  
Name: MICHAEL R. DALEY  
Title: EVP & CFO  
Date: 1/18/02

BellSouth Telecommunications, Inc.

By: C.W. Boltz  
Name: C.W. BOLTZ  
Title: MANAGING DIRECTOR  
Date: 1-23-02

**EXHIBIT 1**



**Attachment 7**  
**Billing and Billing Accuracy Certification**

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**Rates.....Exhibit A**

## 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 Level 3 requests. BellSouth will bill and record in accordance with this Agreement those charges Level 3 incurs as a result of Level 3 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. BellSouth will provide Level 3 thirty (30) days' prior notice of billing format changes.

1.1.1 For any service(s) BellSouth orders from Level 3, Level 3 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, where Level 3 has not already done so, it 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. BellSouth will notify Level 3 within seven (7) business days of its receipt of documentation from Level 3 whether any additional information is required. BellSouth will use best efforts to provide Level 3 written confirmation within three (3) business days of establishing the Master Account that such account has been opened.

1.3 **Payment Responsibility.** Payment of all undisputed charges will be the responsibility of the billed Party. The billed Party shall make payment to the billing Party for all services billed where the charges for such services are undisputed. The billing Party is not responsible for payments not received by the billed Party from the billed Party's customer. The Billing Party will not become involved in billing disputes that may arise between the billed Party and its customer. Payments made to the billing Party on account will be credited to an accounts receivable master account and not to an end

user's account. For purposes of this Section 1, "undisputed amounts" shall mean amounts charged to the billed Party for which the billed Party has not submitted a good faith billing dispute in writing in accordance with this Attachment 7.

- 1.4 Payment Due. 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.

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 a Party, the total amount billed to that Party will not include those taxes or fees for which the Party is exempt. Each Party will be solely responsible for the computation, tracking, reporting and payment of all taxes and like fees associated with the services provided to its end users.

- 1.6 Late Payment. If any portion of the payment is received by the billing Party after the payment due date as set forth preceding, or if any portion of the payment is received by the billing Party in funds that are not immediately available to the billing Party, then a late payment penalty shall be due to the billing Party. The late payment penalty shall be the undisputed 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 for BellSouth 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, depending on the service provided. Level 3 will be charged a fee for all returned checks as set forth in Section A2 of the General Subscriber Services Tariff or in applicable state law. The late factor for Level 3 shall be as set forth in Level 3's effective intrastate access tariff as filed with the Commission.

- 1.7 Discontinuing Service to Level 3. The procedures for discontinuing service to Level 3 are as follows:

- 1.7.1 BellSouth reserves the right to suspend or terminate service upon thirty (30) days' prior written notice for nonpayment of undisputed amounts or upon seven (7) days' prior notice in the event of prohibited, unlawful or improper use of BellSouth facilities or service or any other violation or noncompliance by Level 3 of the rules and regulations contained in BellSouth's tariffs. If Level 3 should cure the alleged violation within the applicable notice time frame, BellSouth shall not suspend or terminate service.

- 1.7.2 If payment of undisputed amounts is not received by the bill day in the month after the original bill day, BellSouth may provide thirty (30) days' prior written notice to Level 3 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 days notice to Level 3 to discontinue the provision of existing services to Level 3 if Level 3 does not cure within the thirty (30) day timeframe. If Level 3 should cure the alleged violation within the thirty (30) day time frame, BellSouth shall not suspend or terminate service or refuse additional applications for service. For purposes of this Section 1.7, "undisputed amounts" shall have the same meaning as set forth in Section 8.2.2 of Attachment 1.
- 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 Level 3's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to Level 3 without further notice.
- 1.7.5 If payment of undisputed amounts is not received or satisfactory arrangements made for payment by the date given in the written notification, Level 3's services will be discontinued. Upon discontinuance of service on Level 3's account, service to the Level 3's end users will be denied. BellSouth will reestablish service at the request of the end user or Level 3 for BellSouth to reestablish service upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures. Level 3 is solely responsible for notifying the end user of the proposed service disconnection. If within fifteen 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 In order to safeguard its interest, BellSouth reserves the right to secure the account with a suitable form of security deposit, unless satisfactory credit has already been established. A CLEC may be deemed to have satisfactory credit if it rates a 5.0 or better on the Dun & Bradstreet Risk Assessment Monitor. In addition, in determining satisfactory credit, BellSouth evaluates factors such as payment history with suppliers, bank relationships, audited financial statement ratios, years in business, management history, number of liens, suits or judgments and pay history with BellSouth. To the extent not required as of the effective date of this Agreement, Level 3 shall not be required to furnish a security deposit or letter of credit to BellSouth absent an adverse material change in financial circumstances thereafter as determined in accordance with the foregoing factors. Such adverse material changes may be measured based upon changes that alone would not be deemed material but when considered in

conjunction with past adverse trends, including adverse trends occurring prior to the effective date hereof, constitute an adverse material change.

- 1.8.1 Such security deposit shall take the form of 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 accounts accruing for the service.
- 1.8.2 If a security deposit is required, such security deposit shall be made prior to the inauguration of service.
- 1.8.3. Such security deposit may not exceed two months' estimated billing.
- 1.8.4. The fact that a security deposit has been made in no way relieves Level 3 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.
- 1.8.5. BellSouth reserves the right to increase the security deposit requirements when, in its reasonable judgment, material changes in Level 3's financial circumstances so warrant and/or gross monthly billing has increased significantly beyond the level initially used to determine the security deposit.
- 1.8.6 In the event that Level 3 defaults on its account, service to Level 3 will be terminated in accordance with Section 1.7 of this Attachment and any security deposits held will be applied to its account.
- 1.8.7 Interest on a security deposit 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.

## 2. **Billing Accuracy Certification**

- 2.1 Upon request, BellSouth and Level 3 will agree upon a billing quality assurance program for all billing elements covered in this Agreement that will eliminate the need for post-billing reconciliation. Appropriate terms for access to any BellSouth documents, systems, records, and procedures for the recording and billing of charges will be part of that program.

- 2.2 As part of the billing quality assurance program, BellSouth and Level 3 will develop standards, measurements, and performance requirements for a local billing measurements process. On a regular basis BellSouth will provide Level 3 with mutually agreed upon performance measurement data that substantiates the accuracy, reliability, and integrity of the billing process for local billing. In return, Level 3 will pay all undisputed bills received from BellSouth in full by the payment due date.
- 2.3 Local billing discrepancies will be addressed in an orderly manner via a mutually agreed upon billing exemption process.
- 2.3.1 Each Party agrees to notify the other Party upon identifying a billing discrepancy. The Parties shall endeavor to resolve any billing discrepancy within sixty (60) calendar days of the notification date. A mutually agreed upon escalation process will be established for resolving local billing discrepancies as part of the billing quality assurance program.
- 2.3.2 Closure of a specific billing period will occur by joint agreement of the Parties whereby the Parties agree that such billing period is closed to any further analysis and financial transactions except those resulting from regulatory mandates. Closure will take place within a mutually agreed upon time interval from the Bill Date. The month being closed represents those charges that were billed or should have been billed by the designated Bill Date.

### 3. **Billing Disputes**

- 3.1 Where the Parties have not agreed upon a billing quality assurance program, billing disputes shall be handled pursuant to the terms of this section.
- 3.1.1 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.
- 3.2 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. In the event the billing dispute is ultimately resolved in favor of the disputing party, that Party shall not be liable for any of the disputed charges or any of the associated late payments. If the dispute is resolved against the disputing Party, the Party shall pay all disputed charges and all associated late payment charges no later than the second bill date after the resolution of the dispute. 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 applicable late factor as identified in Section 1.6 of this Attachment. In no event,

however, shall interest be assessed by either Party on any previously assessed late payment charges. If a Party disputes charges but pays such 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 plus interest at rates set forth in applicable tariffs no later than the second bill date after the resolution of the dispute.

3.3 For billing disputes, the Parties agree to follow the escalation process set forth in Section 12 of the General Terms and Conditions of this Agreement.

#### **4. RAO Hosting**

This section shall apply only to the extent that Level 3 selects BellSouth as its RAO host.

4.1 RAO Hosting, Calling Card and Third Number Settlement System (CATS) and Non-Intercompany Settlement System (NICS) services provided to Level 3 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.

4.2 Level 3 shall furnish all relevant information required by BellSouth for the provision of RAO Hosting, CATS and NICS.

4.3 Compensation amounts, if applicable, will be billed by BellSouth to Level 3 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.

4.4 Level 3 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 Level 3 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 Level 3 and will coordinate all associated conversion activities.

4.5 BellSouth will receive messages from Level 3 that are to be processed by BellSouth, another LEC or CLEC in the BellSouth region or a LEC outside the BellSouth region.

4.6 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 Level 3.



- 4.7 All data received from Level 3 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.
- 4.8 All data received from Level 3 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)).
- 4.9 BellSouth will receive messages from the CMDS network that are destined to be processed by Level 3 and will forward them to Level 3 on a daily basis.
- 4.10 Transmission of message data between BellSouth and Level 3 will be via CONNECT:Direct.
- 4.11 All messages and related data exchanged between BellSouth and Level 3 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.
- 4.12 Level 3 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.
- 4.13 Should it become necessary for Level 3 to send data to BellSouth more than sixty (60) days past the message date(s), Level 3 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 Level 3 to notify all affected Parties.
- 4.14 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 Level 3) identified and agreed to, the company responsible for creating the data (BellSouth or Level 3) 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.

- 4.15 Should an error be detected by the EMI format edits performed by BellSouth on data received from Level 3, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify Level 3 of the error condition. Level 3 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, Level 3 will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.
- 4.16 In association with message distribution service, BellSouth will provide Level 3 with associated intercompany settlements reports (CATS and NICS) as appropriate.
- 4.17 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.
- 4.18 RAO Compensation
- 4.18.1 Rates for message distribution service provided by BellSouth for Level 3 are as set forth in Exhibit A to this Attachment.
- 4.18.2 Rates for data transmission associated with message distribution service are as set forth in Exhibit A to this Attachment .
- 4.18.3 Data circuits (private line or dial-up) will be required between BellSouth and Level 3 for the purpose of data transmission. Where a dedicated line is required, Level 3 will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Level 3 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 Level 3. Additionally, all message toll charges associated with the use of the dial circuit by Level 3 will be the responsibility of Level 3. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties.
- 4.18.4 All equipment, including modems and software, that is required on the Level 3 end for the purpose of data transmission will be the responsibility of Level 3.
- 4.19 Intercompany Settlements Messages
- 4.19.1 This Section addresses the settlement of revenues associated with traffic originated from or billed by Level 3 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 Level 3 and the involved company(ies), unless that company is participating in NICS.

- 4.19.2 Both traffic that originates outside the BellSouth region by Level 3 and is billed within the BellSouth region, and traffic that originates within the BellSouth region and is billed outside the BellSouth region by Level 3, is covered by this Agreement (CATS). Also covered is traffic that either is originated by or billed by Level 3, involves a company other than Level 3, qualifies for inclusion in the CATS settlement, and is not originated or billed within the BellSouth region (NICS).
- 4.19.3 Once Level 3 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.
- 4.19.4 BellSouth will receive the monthly NICS reports from Telcordia (formerly BellCore), its successor or assign, on behalf of Level 3. BellSouth will distribute copies of these reports to Level 3 on a monthly basis.
- 4.19.5 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 Level 3. BellSouth will distribute copies of these reports to Level 3 on a monthly basis.
- 4.19.6 BellSouth will collect the revenue earned by Level 3 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 Level 3. BellSouth will remit the revenue billed by Level 3 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 on Level 3. These two amounts will be netted together by BellSouth and the resulting charge or credit issued to Level 3 via a monthly Carrier Access Billing System (CABS) miscellaneous bill.
- 4.19.7 BellSouth will collect the revenue earned by Level 3 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 Level 3. BellSouth will remit the revenue billed by Level 3 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 Level 3 via a monthly Carrier Access Billing System (CABS) miscellaneous bill.

BellSouth and Level 3 agree that monthly netted amounts of less than fifty dollars (\$50.00) will not be settled.

**5. Optional Daily Usage File**

5.1 Upon written request from Level 3, BellSouth will provide the Optional Daily Usage File (ODUF) service to Level 3 pursuant to the terms and conditions set forth in this section.

5.2 Level 3 shall furnish all relevant information required by BellSouth for the provision of the Optional Daily Usage File.

5.3 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 Level 3 customer.

Charges for delivery of the Optional Daily Usage File will appear on Level 3's monthly bills. The charges are as set forth in Exhibit A to this Attachment.

5.4 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.

5.5 Messages that error in the billing system of Level 3 will be the responsibility of Level 3. If, however, Level 3 should encounter significant volumes of errored messages that prevent processing by Level 3 within its systems, BellSouth will work with Level 3 to determine the source of the errors and the appropriate resolution.

5.6 The following specifications shall apply to the Optional Daily Usage Feed.

5.6.1 Usage To Be Transmitted

5.6.1.1 The following messages recorded by BellSouth will be transmitted to Level 3:

- 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

- 5.6.1.2 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.
- 5.6.1.3 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 Level 3.
- 5.6.1.4 In the event that Level 3 detects a duplicate on Optional Daily Usage File they receive from BellSouth, Level 3 will drop the duplicate message (Level 3 will not return the duplicate to BellSouth).
- 5.6.2 Physical File Characteristics
- 5.6.2.1 The Optional Daily Usage File will be distributed to Level 3 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.
- 5.6.2.2 Data circuits (private line or dial-up) may be required between BellSouth and Level 3 for the purpose of data transmission. Where a dedicated line is required, Level 3 will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Level 3 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 Level 3. Additionally, all message toll charges associated with the use of the dial circuit by Level 3 will be the responsibility of Level 3. 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 Level 3 end for the purpose of data transmission will be the responsibility of Level 3.
- 5.6.3 Packing Specifications
- 5.6.3.1 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.
- 5.6.3.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to Level 3 which BellSouth RAO that is sending

the message. BellSouth and Level 3 will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by Level 3 and resend the data as appropriate.

The data will be packed using ATIS EMI records.

5.6.4 Pack Rejection

5.6.4.1 Level 3 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. Level 3 will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to Level 3 by BellSouth.

5.6.5 Control Data

Level 3 will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate Level 3 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 Level 3 for reasons stated in the above section.

5.6.6 Testing

5.6.6.1 Upon request from Level 3, BellSouth shall send test files to Level 3 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 Level 3 set up a production (LIVE) file. The live test may consist of Level 3's employees making test calls for the types of services Level 3 requests on the Optional Daily Usage File. These test calls are logged by Level 3, 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.

6. **Access Daily Usage File**

6.1. Upon written request from Level 3, BellSouth will provide the Access Daily Usage File (ADUF) service to Level 3 pursuant to the terms and conditions set forth in this section.

6.2 The Level 3 shall furnish all relevant information required by BellSouth for the provision of the Access Daily Usage File.

6.3 The Access Daily Usage Feed will contain access messages associated with a port that Level 3 has purchased from BellSouth

6.4 Charges for delivery of the Access Daily Usage File will appear on the Level 3s' 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.

6.5 Messages that error in the billing system of the Level 3 will be the responsibility of the Level 3. If, however, the Level 3 should encounter significant volumes of errored messages that prevent processing by the Level 3 within its systems, BellSouth will work with the Level 3 to determine the source of the errors and the appropriate resolution.

6.6 Usage To Be Transmitted

6.6.1 The following messages recorded by BellSouth will be transmitted to Level 3:

Interstate and intrastate access records associated with a port.

Undetermined jurisdiction access records associated with a port.

6.6.2 When Level 3 purchases Network Element ports from BellSouth and calls are made using these ports, BellSouth will handle the calls as follows:

Originating from Network Element and carried by Interexchange Carrier:

BellSouth will bill network element to CLEC and send access record to the CLEC via ADUF

Originating from network element and carried by BellSouth (Level 3 is BellSouth's toll customer):

BellSouth will bill resale toll rates to Level 3 and send toll record for the end user toll billing purposes via ODUF (Optional Daily Usage File). Access record will be sent to Level 3 via ADUF.

Terminating on network element and carried by Interexchange Carrier:

BellSouth will bill network element to Level 3 and send access record to Level 3.

Terminating on network element and carried by BellSouth:

BellSouth will bill network element to Level 3 and send access record to Level 3.

6.6.3 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 Level 3.

6.6.4 In the event that Level 3 detects a duplicate on the Access Daily Usage File they receive from BellSouth, Level 3 will drop the duplicate message (Level 3 will not return the duplicate to BellSouth.)

6.6.5 Physical File Characteristics

6.6.5.1 The Access Daily Usage File will be distributed to Level 3 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.

6.6.5.2 Data circuits (private line or dial-up) may be required between BellSouth and Level 3 for the purpose of data transmission. Where a dedicated line is required, Level 3 will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Level 3 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 Level 3. Additionally, all message toll charges associated with the use of the dial circuit by Level 3 will be the responsibility of Level 3. 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 Level 3 end for the purpose of data transmission will be the responsibility of Level 3.

6.6.6 Packing Specifications

6.6.6.1 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.

6.6.6.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to Level 3 which BellSouth RAO that is sending the message. BellSouth and Level 3 will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by Level 3 and resend the data as appropriate.



The data will be packed using ATIS EMI records.

6.6.7 Pack Rejection

6.6.7.1 Level 3 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. Level 3 will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to Level 3 by BellSouth.

6.6.8 Control Data

Level 3 will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate Level 3 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 Level 3 for reasons stated in the above section.

6.6.9 Testing

6.6.9.1 Upon request from Level 3, BellSouth shall send test files to Level 3 for the Access Daily Usage File. Testing shall consist of actual calls made from live accounts. A call log shall be supplied along with test request information. The Parties agree to review and discuss the file's content and/or format.

**7. Enhanced Optional Daily Usage File**

7.1 Upon written request from Level 3, BellSouth will provide the Enhanced Optional Daily Usage File (EODUF) service to Level 3 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.

7.2 Level 3 shall furnish all relevant information required by BellSouth for the provision of the Enhanced Optional Daily Usage File.

7.3 The Enhanced Optional Daily Usage File (EODUF) will provide usage data for local calls originating from resold Flat Rate Business and Residential Lines.

Charges for delivery of the Enhanced Optional Daily Usage File will appear on Level 3s' monthly bills. The charges are as set forth in Exhibit A to this Attachment.

- 7.4 All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
- 7.5 Messages that error in the billing system of Level 3 will be the responsibility of Level 3. If, however, Level 3 should encounter significant volumes of errored messages that prevent processing by Level 3 within its systems, BellSouth will work with Level 3 to determine the source of the errors and the appropriate resolution.
- 7.6 The following specifications shall apply to the Optional Daily Usage Feed.

7.6.1 Usage To Be Transmitted

- 7.6.1.1 The following messages recorded by BellSouth will be transmitted to Level 3:

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

- 7.6.1.2 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 Level 3.
- 7.6.1.3 In the event that Level 3 detects a duplicate on Enhanced Optional Daily Usage File they receive from BellSouth, Level 3 will drop the duplicate message (Level 3 will not return the duplicate to BellSouth).

7.6.2 Physical File Characteristics

- 7.6.2.1 The Enhanced Optional Daily Usage Feed will be distributed to Level 3 over their existing Optional Daily Usage File (ODUF) feed. The EODUF messages will be intermingled among Level 3'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).

7.6.2.2 Data circuits (private line or dial-up) may be required between BellSouth and Level 3 for the purpose of data transmission. Where a dedicated line is required, Level 3 will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Level 3 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 Level 3. Additionally, all message toll charges associated with the use of the dial circuit by Level 3 will be the responsibility of Level 3. 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 Level 3 end for the purpose of data transmission will be the responsibility of Level 3.

### 7.6.3 Packing Specifications

7.6.3.1 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.

7.6.3.2 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 Level 3 which BellSouth RAO that is sending the message. BellSouth and Level 3 will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by Level 3 and resend the data as appropriate.

The data will be packed using ATIS EMI records.

BELLSOUTH/LEVEL 3 RATES  
 ODUF/EODUF/ADUF/CMS

DESCRIPTION	USOC	RATES BY STATE								
		AL	FL	GA	KY	LA	MS	NC	SC	TN
<b>ODUF/EODUF/ADUF/CMS</b>										
ODUF: Recording, per message	N/A	\$0.0002	\$0.008	\$0.008	\$0.0008611	\$0.00019	\$0.0001179	\$0.008	\$0.0002862	\$0.008
ODUF: Message Processing, per message	N/A	\$0.0033	\$0.004	\$0.004	\$0.0032357	\$0.0024	\$0.0032089	\$0.004	\$0.0032344	\$0.004
EODUF: Message Processing, per message	N/A	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004
ADUF: Message Processing, per message	N/A	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004
CMDS: Message Processing, per message	N/A	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004	\$0.004
ODUF: Message Processing, per magnetic tape provisioned	N/A	\$55.19	\$54.95	\$54.95	\$55.68	\$47.30	\$54.62	\$54.95	\$54.72	\$54.95
EODUF: Message Processing, per magnetic tape provisioned	N/A	\$47.30	\$47.30	\$47.30	\$47.30	\$47.30	\$47.30	\$47.30	\$47.30	\$47.30
ADUF: Message Processing, per magnetic tape provisioned	N/A	\$54.95	\$54.95	\$54.95	\$54.95	\$54.95	\$54.95	\$54.95	\$54.95	\$54.95
ODUF: Data Transmission (CONNECT:DIRECT), per message	N/A	\$0.00004	\$0.001	\$0.001	\$0.0000365	\$0.00003	\$0.0000354	\$0.001	\$0.0000357	\$0.001
EODUF: Data Transmission (CONNECT:DIRECT), per message	N/A	\$0.0000364	\$0.0000364	\$0.0000364	\$0.0000364	\$0.0000364	\$0.0000364	\$0.0000364	\$0.0000364	\$0.0000364
ADUF: Data Transmission (CONNECT:DIRECT), per message	N/A	\$0.001	\$0.001	\$0.001	\$0.001	\$0.001	\$0.001	\$0.001	\$0.001	\$0.001
CMDS: Data Transmission (CONNECT:DIRECT), per message	N/A	\$0.001	\$0.001	\$0.001	\$0.001	\$0.001	\$0.001	\$0.001	\$0.001	\$0.001
NOTES:										
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.										