

ORIGINAL

BELLSOUTH

**BellSouth Telecommunications, Inc.**

Suite 400  
150 South Monroe Street  
Tallahassee, FL 32301-1556

marshall.criser@bellsouth.com

**Marshall M. Criser III**

Vice President  
Regulatory & External Affairs

850 224 7798  
Fax 850 224 5073

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October 23, 2002

021081-TP

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

Re: Approval of Amendment to the Interconnection, Unbundling, Resale, and Collocation Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and MCI WorldCom Communications, Inc. 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 MCI WorldCom Communications, Inc. 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 MCI WorldCom Communications, Inc.. The initial agreement between the companies was filed in FPSC Docket No. 000649-TP,

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 MCI WorldCom Communications, Inc. 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 this amendment should be deemed effective by operation of law on January 21, 2003.

Very truly yours,

*Marshall M. Criser III*  
Regulatory Vice President (KA)

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FPSC-BUREAU OF RECORDS

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FPSC-COMMISSION CLERK

**AMENDMENT  
TO THE  
AGREEMENT BETWEEN  
MCI WORLD COM COMMUNICATIONS, INC.,  
AND  
BELLSOUTH TELECOMMUNICATIONS, INC.  
DATED SEPTEMBER 12, 2001**

Pursuant to this Amendment, (the "Amendment"), MCI WorldCom Communications, Inc. (MCI), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated September 12, 2001 ("Agreement").

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

1. The Parties hereby mutually agree to delete in its entirety Attachment 4 to the Agreement and to replace it with the new Attachment 4 attached hereto as Exhibit A.
2. All of the other provisions of the Agreement, dated September 12, 2001, 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.

<b>MCI WORLD COM COMMUNICATIONS, INC.,</b>	<b>BellSouth Telecommunications, Inc.</b>
By: <u><i>Marcel Henry</i></u>	By: <u><i>Pat C. Fink</i></u>
Name: <u><i>Marcel Henry</i></u>	Name: <u><i>PATRICIA C. FINK</i></u>
Title: <u><i>Vice Pres NCCM</i></u>	Title: <u><i>MANAGING DIRECTOR</i></u>
Date: <u><i>7/30/02</i></u>	Date: <u><i>7/31/02</i></u>

# Exhibit A

**ATTACHMENT 4**  
**INTERCONNECTION**

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## INTERCONNECTION

### Section 1. Network Interconnection Methods.

1.1 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). The Parties shall work cooperatively to install and maintain efficient and reliable Interconnection arrangements. Upon request by MCIIm, BellSouth shall provide Interconnection to MCIIm, at any technically feasible point, at least equal in quality to that provided by BellSouth to itself or to any subsidiary, Affiliate, or any other third party to which BellSouth provides Interconnection. The parties shall provide Interconnection at the rates contained in Attachment 1 of this Agreement.

1.1.1 BellSouth shall not require MCIIm to establish special trunking or trunks for local interconnection to points other than the Point of Interconnection because of a particular service offered by BellSouth to its customers (e.g. Uniserv, ZipConnect, or any other similar services).

1.2 BellSouth shall provide Interconnection at any Technically Feasible point, including, but not limited to, a Fiber Meet, at one or more locations in each LATA in which MCIIm originates local, intraLATA toll or Meet Point Switched Access traffic and interconnects with BellSouth. MCIIm may designate a Point of Interconnection at any Technically Feasible point including but not limited to any electronic or manual cross-connect points, collocations, telco closets, entrance facilities, and Joint Fiber Facilities. Entrance facilities and Joint Fiber Facilities are specified in subsection 1.5, below.

1.3 MCIIm will designate the Point or Points of Interconnection and determine the method or methods by which the Parties interconnect in accordance with the terms of this Agreement.

1.3.1 If MCIIm determines to establish new or change existing Points of Interconnection with BellSouth, it will provide written notice of the need to establish or change such Interconnection to BellSouth. The time necessary to implement the arrangement shall be negotiated by the Parties, based on the arrangement requested and availability of facilities.

1.3.2 The Parties shall determine the appropriate sizing for Interconnection facilities based on mutual forecasts as set forth in Section 5 of this Attachment.

1.4 MCIIm must establish, at a minimum, one Point of Interconnection with BellSouth within the LATA. If MCIIm chooses to interconnect at a single Point of Interconnection within a LATA, the interconnection must be at a BellSouth Access Tandem. Furthermore, for LATAs served by multiple access tandems, MCIIm must establish trunks from the Point of Interconnection to the remaining BellSouth access tandems where MCIIm NXXs are “homed.” It is MCIIm’s responsibility to enter its own NPA/NXX access tandem “homing” arrangements into the national Local Exchange Routing Guide (LERG).

1.4.1 In order for MCIIm to home its NPA/NXX(s) on a BellSouth tandem, MCIIm’s NPA/NXX(s) must be assigned within the Exchange Rate Center Areas served by that BellSouth tandem as specified by BellSouth. Any new rate centers established by either Party within a BellSouth tandem serving area must be approved by the Commission and defined in the Business Rating Interface Database System (“BRIDS”) and the Local Exchange Routing Guide (“LERG”). The specified association between BellSouth tandems and Exchange Rate Center Areas will be defined in the LERG.

1.4.2 BellSouth will be responsible for engineering and maintaining its network on its side of the Point of Interconnection. MCIIm will be responsible for engineering and maintaining its network on its side of the Point of Interconnection. The Point of Interconnection also serves as the point for determining compensation for call transport and termination. The Point of Interconnection has, including, but not limited to, the following main characteristics:

1. It is a point to allow connection, disconnection, transfer or restoration of service.
2. It is a point where BellSouth and MCIIm can verify and maintain specific performance objectives.
3. It is specified according to the interfaces specified in this Agreement
4. The Parties provide their own equipment to interface with the DS0, DS1, DS3, STS1 and/or OCn circuits.

1.4.3 The Parties shall comply with the environmental hazard provisions of Attachments 5 and 6 of this Agreement.

1.4.4 BellSouth shall respond as to the availability of the location and method of Interconnection selected by MCIIm and as described in this Agreement, and the Parties shall schedule whatever meetings are

required to establish a project plan and use best efforts to complete the Interconnection arrangement by the desired Interconnection Activation Date.

1.5 Each Party may purchase interconnection facilities (e.g., local channel-dedicated and/or interoffice transport-dedicated, etc.) from the other or from a third Party for the delivery of its originated traffic to the established Point of Interconnection between the Parties. Such facilities, if purchased by one Party from the other, will be billed in accordance with Attachment 1 of this Agreement and are not part of the call transport and termination facilities for which reciprocal compensation is owed to the Party leasing the facility to the other. For the purposes of this Attachment, local channel-dedicated is defined as a transport facility between a point designated by the purchasing Party and the other Party's wire center that serves the designated point ("Serving Wire Center"). For the purposes of this Attachment, interoffice transport-dedicated is defined as a transport facility between wire centers designated by the purchasing Party.

#### 1.6 Joint Fiber Facilities.

##### 1.6.1 Joint Optical Interconnection

1.6.1.1 Upon mutual agreement by both Parties, the Parties may interconnect using a Joint Optical Interconnection. If the Parties interconnect pursuant to a Joint Optical Interconnection (JOI) arrangement, MCIIm and BellSouth shall jointly engineer and operate a Synchronous Optical Network ("SONET") transmission system by which they shall interconnect their networks. The Parties shall work jointly to determine the specific transmission system. The Parties shall meet within a reasonable period of time to determine the technical specifications for the transmission system, and existing systems shall be given priority in the selection of the specifications, provided the existing systems' capacity meets the Parties' combined two-year forecasts. The SONET transmission equipment deployed by the Parties must be compatible with the technical specifications determined by the Parties, and the Data Communications Channel (DCC) must be turned off.

1.6.1.2 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.

1.6.1.3 BellSouth shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the BellSouth Interconnection Wire Center ("BIWC").

1.6.1.4 MCIIm shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the MCIIm Interconnection Wire Center ("MCIIm Wire Center").

1.6.1.5 MCIIm shall designate a manhole or other suitable entry way located outside the BIWC and BellSouth shall make all necessary preparations to receive and to allow and enable MCIIm to deliver fiber optic facilities into that manhole, providing sufficient spare length of Optical Fire Resistance ("OFR") cable to reach the Fiber Optical Terminal ("FOT") equipment in the BIWC. MCIIm shall deliver and maintain such strands wholly at its own expense. BellSouth shall take the fiber from the manhole and terminate it inside the BIWC in the FOT equipment at BellSouth's expense.

1.6.1.6 BellSouth shall designate a manhole or other suitable entry way outside MCIIm's Wire Center and MCIIm shall make all necessary preparations to receive and to allow and enable BellSouth to deliver fiber optic facilities into that manhole, providing sufficient spare length of OFR cable to reach the FOT equipment at MCIIm's Wire Center. BellSouth shall deliver and maintain such strands wholly at its own expense. MCIIm shall take the fiber from the manhole and terminate it inside MCIIm's Wire Center in the FOT equipment at MCIIm's expense.

1.6.1.7 The Parties shall use the Joint Fiber Facility for delivery of traffic, including Local, transit and intraLATA, between the Parties. Provided, however, special access traffic shall not be routed over the Joint Fiber Facility.

1.6.1.8 Notwithstanding the provisions of Section 2.1.1.4, neither Party shall charge the other for the use of the JOI facility for the transmission of traffic to the other Party's location. However, appropriate call transport and termination charges and switched access charges, associated with the rest of either Party's network, for Local Traffic and intraLATA toll traffic shall apply in accordance with this Agreement and applicable Commission-approved switched access tariffs. Nothing in this Agreement shall alter the charges assessed by either Party to a third party carrier for delivery of transit traffic. Charges for the use of the JOI for transit traffic shall be billed by MCIIm to the appropriate carrier.



1.6.1.9 Each Party shall use its best efforts to ensure that fiber received from the other Party will enter the Party's Wire Center through an entrance facility separate from that from which the Party's own fiber exited.

1.6.1.10 The Parties shall work cooperatively to determine the assignment control of the fiber strands that will be used for the JOI facility.

1.6.1.11 The Parties shall cooperate with one another for the purpose of maintaining and testing the fiber-optic cable.

1.6.1.12 Unless otherwise limited by existing equipment constraints in subsection 1.6.1.1, above, the minimum data rate hand off of the SONET transmission system must be at OC-48. Unless otherwise mutually agreed, the OC-48 system will be activated in OC-12 increments. Trunks using the OC-48 transmission system shall be combined at the DS0, DS1, DS3, STS1, and OCn levels.

#### 1.6.2 Fiber Meet.

1.6.2.1 If MCIIm elects to establish a Point of Interconnection with BellSouth pursuant to a Fiber Meet, MCIIm and BellSouth shall jointly engineer and operate a Synchronous Optical Network ("SONET") transmission system by which they shall interconnect their networks for the transmission and routing of traffic via a Local Channel facility. The Parties shall work jointly to determine the specific transmission system. The Parties shall meet within a reasonable period of time to determine the technical specifications for the transmission system, and existing systems shall be given priority in the selection of the specifications, provided the existing systems' capacity meets the Parties' combined two-year forecasts. The SONET transmission equipment deployed by the Parties must be compatible with the technical specifications determined by the Parties, and the Data Communications Channel (DCC) must be turned off.

1.6.2.2 BellSouth shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the BellSouth Interconnection Wire Center ("BIWC").

1.6.2.3 MCIIm shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the MCIIm Interconnection Wire Center ("MCIIm Wire Center").

1.6.2.4 The Parties shall designate a Point of Interconnection, not within either Party's wire center, as a Fiber Meet point, and shall make all necessary preparations to receive, and to allow and enable MCIIm to deliver, fiber optic facilities into the Point of Interconnection with sufficient spare length to reach the fusion splice point at the Point of Interconnection. BellSouth shall, wholly at its own expense, procure, install, and maintain the fusion splicing point in the Point of Interconnection. A Common Language Location Identification ("CLLI") code, which must be a building type code, will be established for each Point of Interconnection and will be noted properly on orders between the Parties.

1.6.2.5 Each Party shall deliver and maintain its fiber wholly at its own expense. Upon request by MCIIm, BellSouth shall allow MCIIm access to the Fiber Meet entry point for maintenance purposes as promptly as possible.

1.6.2.6 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.

1.6.2.7 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.

1.6.2.8 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 to the appropriate carrier in accordance with the applicable Commission approved switched access service tariff.

1.6.2.9 Unless otherwise limited by existing equipment constraints in subsection 1.6.2.1, above, the minimum data rate hand off of the SONET transmission system must be at OC-48. Unless otherwise mutually agreed, the OC-48 system will be activated in OC-12 increments. Trunks using the OC-48

transmission system shall be combined at the DS0, DS1, DS3, STS1, and OCn levels.

### 1.7 Sizing and Structure of Joint Fiber Facilities.

The capacity of Interconnection facilities provided by each Party will be based on mutual forecasts and sound engineering practice, as agreed by the Parties during planning and forecasting meetings. The Parties will determine the appropriate sizing for facilities based on these standards. The Parties shall work cooperatively to ensure the adequacy of Interconnection facilities. The Parties shall augment existing facilities when the overall capacity of those facilities is 75-85% used, or as otherwise agreed. Facilities will be augmented to ensure adequate facility capacity for at least two years of forecasted traffic. The Parties shall complete the construction of relief facilities at least two months prior to the projected exhaust date, or sooner, if facilities exhaust is imminent.

## Section 2. Interconnection Trunking Arrangements.

### 2.1 General.

2.1.1 The parties shall reciprocally terminate local exchange traffic and IntraLATA/InterLATA toll calls on each other's networks as follows:

2.1.1.1 The Parties will establish those trunk groups necessary to exchange local, intraLATA toll, and local and IntraLATA transit traffic (referred to in this Attachment 4 as "Local Interconnection Trunk Groups").

2.1.1.2 BellSouth and MCIIm shall establish interconnecting trunk groups and trunking configurations between networks in accordance with the provisions set forth in this Agreement.

2.1.1.3 Any MCIIm interconnection request that (1) deviates from the standard trunking architectures as described in this Agreement; (2) affects traffic delivered to MCIIm from a BellSouth switch; and (3) requires special BellSouth switch translations and other network modifications will require MCIIm 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.

2.1.1.4 All charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth

and MCIIm are set forth in Attachment 1 of this Agreement. For two-way trunking that carries both Parties' traffic, including trunking that carries Transit Traffic, each Party shall pay its proportionate share of the recurring charges for transport facilities and nonrecurring charges for facility additions based on the percentage of the total traffic originated by that Party. BellSouth shall determine the applicable percentages twice per year based on the previous 6 months' minutes of use billed by each Party. Each Party shall pay its proportionate share of the nonrecurring charges for initial facilities based on the joint forecasts for circuits required by each Party. Each Party shall be responsible for ordering and paying for any facilities for two-way trunks carrying only its transit traffic. Furthermore, each Party shall be responsible for the compensation for transport facilities for two-way trunking that it orders for its traffic but utilizes unidirectionally.

2.1.1.5 BellSouth shall transit Switched Access traffic from IXCs to MCIIm based on MCIIm's NXX Access Tandem homing arrangement as specified by MCIIm in the national Local Exchange Routing Guide (LERG).

2.1.1.6 Two-Way Trunking Requirements:

2.1.1.6.1 The Parties will order trunks using the access service request (ASR) process in place for Local Interconnection after the joint planning meeting takes place between BellSouth and MCIIm.

2.1.1.6.2 BellSouth and MCIIm agree to meet and resolve service-affecting situations in a timely manner. This contact will normally be made through the Account Team.

2.1.1.6.3 Establishing a two-way trunk group does not preclude BellSouth from adding one-way trunk groups within the same Local Calling Area, as long as such one-way trunk groups are agreed to by MCIIm.

2.1.1.6.4 BellSouth will be responsible for the installation and maintenance of its trunks and facilities to its side of the Point of Interconnection, and MCIIm will be responsible for the installation and maintenance of its trunks and facilities on its side of the Point of Interconnection.

2.1.2 One-way and two-way trunks. The parties shall use either one-way or two-way trunking or a combination, as specified by MCIIm. The

Parties shall work cooperatively to decide when to use two-way trunking on a case by case basis that is mutually beneficial to both Parties. If the Parties are unable to agree, MCIIm shall make the final determination.

2.1.3 Where necessary, BellSouth shall load MCIIm's NXXs in BellSouth's switches based on the information for those NXXs as specified by MCIIm in the national Local Exchange Routing Guide (LERG), and BellSouth shall switch traffic as specified by the NXX tandem homing arrangement in the LERG.

2.1.4 BellSouth Access Tandem Interconnection Architectures.

2.1.4.1 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.

2.1.4.2. Basic Architecture.

2.1.4.2.1 In this architecture, MCIIm's originating Local and IntraLATA Toll and originating and terminating Transit Traffic is transported on a single two-way trunk group between MCIIm and BellSouth access tandem(s) within a LATA. This group carries intratandem Transit Traffic between MCIIm and Independent Companies, Interexchange Carriers, other CLECs and other network providers. This group also carries MCIIm 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 MCIIm. 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.

2.1.4.3 Supergroup Architecture.

2.1.4.3.1 In the Supergroup Architecture, the Parties Local, IntraLATA Toll and MCIIm's Transit Traffic (that may include traffic to or from a third party IXC) is

exchanged on a single two-way trunk group (also known as a Combination Interconnection Trunk Group) between MCIIm and BellSouth. This group carries, in addition to the Parties Local traffic, all intratandem Transit Traffic between MCIIm and Independent Companies, Interexchange Carriers, other CLECs and other network providers. This group also carries MCIIm 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.

## 2.2 Local Interconnection Trunking Arrangements.

**2.2.1 LATA Wide Termination.** MCIIm may elect LATA Wide Termination with BellSouth, otherwise known as Multiple Tandem Access (“MTA”). Under such an arrangement, the Parties will establish Local Interconnection Trunk Groups to a single BellSouth access tandem designated by MCIIm for the termination of all Local Interconnection Traffic destined for any BellSouth office in that LATA.

**2.2.1.1** BellSouth MTA provides for LATA wide BellSouth transport and termination of MCIIm-originated intraLATA toll and local traffic that is transported by BellSouth for termination to BellSouth or a third party, by establishing trunks at a BellSouth access tandem with routing through multiple BellSouth access tandems as required. With MTA, MCIIm may elect to send its originating traffic to any access tandem in the LATA, for completion by BellSouth, regardless of whether MCIIm has interconnection trunks established at any other tandem in the LATA. Under MTA BellSouth shall not charge more than two tandem switching charges for any given call. However, MCIIm must still establish trunks at all BellSouth access tandems where MCIIm NXXs are “homed”. MCIIm shall order MTA, at its option, via the ASR process, at the rates set forth in Attachment 1.

**2.2.1.2** MTA does not include switched access traffic that transits the BellSouth network to an Interexchange Carrier (IXC).

**2.2.2 Tandem Level Termination.** MCIIm may elect Tandem Level Termination with BellSouth. Under such an arrangement, the Parties

will establish Local Interconnection trunk groups to each BellSouth Access Tandem in a LATA in which MCIIm originates Local Interconnection traffic and interconnects with BellSouth.

2.2.2.1 To the extent MCIIm does not purchase MTA in a calling area that has multiple access tandems serving the calling area as defined by BellSouth, MCIIm must establish trunks to every access tandem in the calling area in order to serve the entire calling area. To the extent MCIIm does not purchase MTA and provides intraLATA toll service to its customers, it may be necessary for it to establish trunks to additional BellSouth access tandems that serve end offices outside the local calling area. To the extent MCIIm routes its traffic in such a way that utilizes BellSouth's MTA service without properly ordering MTA service, MCIIm agrees to pay BellSouth the associated transport and termination charges.

2.2.3 If BellSouth establishes remote offices that are capable of receiving direct trunking, BellSouth shall make such capability available to MCIIm.

2.2.4 Where the Parties deliver miscellaneous calls (i.e. time, weather, NPA-555, Mass Calling Codes) destined for each other over the Local Interconnection trunk group, they shall deliver such traffic in accordance with the serving arrangements defined in the LERG.

2.2.5 At MCIIm's request, BellSouth shall provide unidirectional traffic on two-way trunks, for MCIIm's originating traffic, effectively operating them as if they were one-way trunk groups.

2.2.6 BellSouth shall provision trunks without any user restrictions and without trunk group fragmentation by traffic type except, in order to ensure proper billing, BellSouth shall be permitted to require MCIIm to separate transit traffic from local and intralata traffic.

2.2.7 BellSouth shall post on its web site a list of NPA-NXX's that constitute local calls from BellSouth's originating NPA-NXXs for each local calling area in the BellSouth region. Such list shall be updated on a weekly basis.

### 2.3 Switched Access Trunking Arrangements.

2.3.1 At its option, MCIIm may order two-way transit trunk groups to each BellSouth access tandem where MCIIm has its NXX's homed for the joint provisioning of Switched Access Services in accordance with

MECAB guidelines, using DS-1 or DS-3 facilities separate from those used for Local Interconnection trunk groups.

2.3.2 In multiple-tandem LATAs, BellSouth shall, except in instances of capacity limitations, permit and enable MCIIm to subtend the BellSouth Access Tandem nearest to the MCIIm Rating Point, adopted in accordance with Section 1.4.1 of this Attachment associated with the NPA-NXX to/from which the Meet Point services are homed. In instances of capacity limitation at a given Access Tandem, MCIIm may subtend the next nearest BellSouth Access Tandem in which sufficient capacity is available by homing its NPA-NXX(s) on that tandem. The Meet Point billing percentages for each new Rating Point/Access Tandem pair will be calculated in accordance with MECAB and MECOD guidelines.

2.3.3 At MCIIm's request, where MCIIm is providing the switching, MCIIm may order and BellSouth shall provide trunk groups exclusively to carry interLATA traffic originated by an MCIIm customer.

2.3.4 All originating Toll Free Service calls for which MCIIm requests that BellSouth perform the Service Switching Point ("SSP") function (e.g., perform the database query) must be delivered using GR-394 format over the Interconnection trunk group. Carrier Code "0110" and Circuit Code of "09" shall be used for all such calls. BellSouth shall bill MCIIm for any queries requested by MCIIm, at the rates set forth on Attachment 1 of this Agreement.

2.3.5 All post-query Toll Free Service calls for which MCIIm performs the SSP function, if delivered to BellSouth, must be delivered using GR-394 format over the Interconnection trunk group for calls destined to the switched access Toll Free Service provider.

2.3.6 Originating 950 calls delivered to BellSouth's tandem from MCIIm will be delivered to the appropriate associated interexchange carrier using the appropriate signaling format.

2.3.7 MCIIm shall not be permitted to commingle local and access traffic on a single trunk and route access traffic directly to BellSouth end offices. MCIIm shall route its access traffic to BellSouth access tandem switches via access trunks.

2.3.8 Combination Interconnection Trunk Groups.

2.3.8.1 At MCIIm's request, BellSouth shall provision a Combination Interconnection Trunk Group, which carries the Parties' Local, IntraLATA Toll, and MCIIm's transit traffic (that



may include traffic to or from a third party IXC) on a single two-way trunk group. This group carries, in addition to the Parties Local traffic, all intratandem Transit Traffic between MCIIm and Independent Companies, Interexchange Carriers, other CLECs and other network providers. This group also carries MCIIm 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.

2.3.8.2 Upon MCIIm's request, the Parties will work together in good faith to complete conversions to the use of Combination Interconnection trunk groups, within an interval to be negotiated by the Parties. The Parties shall use the normal ASR ordering process, and MCIIm shall pay the appropriate charges associated with the request.

2.4 The Parties shall utilize direct end office trunking under the following conditions:

2.4.1 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 a six month forecasting cycle, the Parties will mutually agree on an end office trunking plan for future trunking additions until BellSouth has alleviated the tandem capacity shortage. BellSouth shall take appropriate action to alleviate tandem capacity shortage if such tandem is unable to, or is forecasted to, be unable to support additional traffic loads for any period of time.

2.4.1.1 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 MCIIm and ILEC subscribers.

2.4.2 Traffic volume. Either Party may order, and the other Party shall install and retain, direct end office two-way trunking sufficient to handle actual or reasonably forecasted two-way traffic volumes, whichever is greater, between an MCIIm switching center and a BellSouth end office where the traffic exceeds 220,000 minutes of use per month. When the traffic between an MCIIm switching center and a BellSouth end office exceeds 170,000 minutes of use per month, either Party may

notify the other Party and request that the facilities be installed. Such facilities will be installed on mutual agreement. The parties will install additional capacity between the MCIIm switching center and the BellSouth end office when overflow traffic between the MCIIm switching center and BellSouth access tandem exceeds or is forecast to exceed, 220,000 minutes of use per month.

2.4.3 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.

### Section 3. Signaling.

3.1 Unless otherwise indicated in this Agreement, all Interconnection facilities must be 64 Kbps Clear Channel Capability (CCC) and Extended Super Frame with Binary 8 Zero Substitution line coding ("ESF B8ZS"). Where ESF/B8ZS is not available, MCIIm shall use other interconnection protocols on an interim basis until the standard ESF/B8ZS is available. BellSouth will provide anticipated dates of availability, if any, and upon MCIIm's request for those areas not currently ESF/B8ZS compatible.

3.1.1 Where MCIIm is unwilling to utilize an alternate interconnection protocol, MCIIm will provide BellSouth an initial forecast of 64 Kbps Clear Channel Capability ("64K CCC") trunk quantities within 30 days of executing this Agreement, consistent with the forecasting agreements between the parties. Upon receipt of this forecast, the parties will begin joint planning for the engineering, procurement, and installation of the segregated 64K CCC Local Interconnection Trunk Groups, and the associated B8ZS Extended Super Frame ("ESF") facilities, for the sole purpose of transmitting 64K CCC data calls between MCIIm and BellSouth. Where additional equipment is required, such equipment would be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job for IXC, CLEC or ILEC internal subscriber demand for 64K CCC trunks. Where Technically Feasible, these trunks will be established as two-way. MCIIm, at its option, may order interconnection facilities formatted using Alternate Mark Inversion Line Code or Superframe Format.

3.2 Unless otherwise agreed to by the Parties, the Parties will interconnect their networks using SS7 signaling as defined in GR-317 and GR-394 including ISDN User Part ("ISUP") for trunk signaling and Carrier Identification Code ("CIC"), where available, and Transaction Capabilities Application Part ("TCAP") for Common Channel Signaling ("CCS")-based features in the

interconnection of their networks. All Network Operations Forum (NOF) adopted standards shall be adhered to. Both MF and SS7 trunk groups will not be provided within a single DS-1 facility; a separate DS-1 per signaling type must be used.

3.2.1 The parties will provide CCS to each other in conjunction with all trunk groups supporting local, transit, and toll traffic. The parties will cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate full inter-operability of CCS-based features between their respective networks, including all CLASS features and functions currently deployed by BellSouth. All CCS signaling parameters will be provided including automatic number identification (ANI), originating line information (OLI), calling party category, charge number, etc. All privacy indicators will be honored.

3.2.2 The parties shall meet and mutually agree to network protocols which include but are not limited to glare parameters, number of digits outputted, OZZ codes and 800 CIC codes in use.

3.3 Neither Party shall alter the CCS parameters, or be a party to altering such parameters, or pass CCS parameters that it knows have been altered in order to circumvent appropriate interconnection charges.

#### Section 4. Reporting.

4.1 BellSouth shall provide all blockage data on every trunk group that carries MCIIm's local traffic, blockage on those trunk groups that emanate from BellSouth's end offices or tandems and are interconnected with MCIIm's switch, and information on comparable trunks used by BellSouth for its local traffic.

4.1.1 Blocking data will be provided via the BellSouth's web site on a monthly basis, in a format similar to the IC 100 report that is provided to interexchange carriers.

4.2 Each Party shall provide Data Interexchange Carrier (DIXC) traffic data for all trunk groups terminating in the other Party's network.

4.2.1 DIXC traffic data will include, but not be limited to the following:

4.2.1.1 Usage (total usage measured in centum call seconds);

4.2.1.2 Peg Count (Peg count of originating call attempts including overflow), where applicable;

4.2.1.3 Overflow (Peg count of originating call attempts failing to find an idle trunk), where applicable.

4.2.2 DIXC traffic data shall be collected as follows:

4.2.2.1 Hourly on the clock hour;

4.2.2.2 Twenty-four (24) hours per day (0000-2400);

4.2.2.3 Seven (7) days per week (including holidays);

4.2.2.4 Fifty-two (52) weeks per year.

4.2.3 DIXC traffic data must be provided electronically using a method agreed to by the Parties, as it is collected.

## Section 5. Forecasting.

5.1 The parties shall work towards the development of joint forecasting responsibilities for traffic utilization over trunk groups, and shall use best efforts to ensure that facilities and equipment are available at the time of ordering. The Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities or equipment are not available. Inter-company forecast information, must be provided by the Parties, to each other, twice a year. BellSouth's forecast will be provided thirty (30) days following the receipt of the MCIIm forecast. 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. The semi-annual forecasts shall include:

5.1.1 Yearly forecasted trunk quantities which include measurements that reflect actual tandem and end office Local Interconnection and transit trunks and tandem-subtending Local Interconnection end office equivalent trunk requirements for no more than two years (current plus one year);

5.1.2 The use of Common Language Location Identifier (CLLI-MSG), which are described in Telcordia (Bellcore) documents BR 795-100-100 and BR 795-400-100;

5.1.3 Description of major network projects that affect the other party will be provided in the semi-annual forecasts. Major network projects include but are not limited to trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities by either party

that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.

5.2 The Parties shall meet to review and reconcile their forecasts if forecasts vary significantly, or whenever the latest forecasted trunk requirements exceed the original quantities by 10% or more state-wide. 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. The Parties shall mutually agree to the over or under trunk group utilization prior to action being taken on the following:

5.2.1 If the Parties are unable to reach such reconciliation, the Local interconnection Trunk Groups shall be provisioned to the higher forecast. At the end of three months, the utilization of the Local Interconnection Trunk Groups will be reviewed and if the average centum call seconds utilization for the third month is under seventy-five percent (75%), or such other percentage as the Parties may agree, of capacity at the average time consistent busy hour, either party may issue an order to resize the trunk group, which shall be left with not less than fifteen percent (15%), or such other percentage as the Parties may agree, excess capacity at the average time consistent busy hour.

5.2.2 If the parties agree on the original forecast and then it is determined that a trunk group is under seventy-five percent (75%), or such other percentage as the Parties may agree, of centum call seconds capacity at the average time consistent busy hour on a monthly-average basis for each month of any six-month period, either party may issue an order to resize the trunk group, which shall be left with not less than fifteen percent (15%), or such other percentage as the Parties may agree, excess capacity at the average time consistent busy hour.

5.3 Each party shall provide a specified point or points of contact for planning, forecasting and trunk servicing purposes.

## Section 6. Servicing.

6.1 Orders between the parties to establish, add, change or disconnect trunks shall be processed by use of an Access Service Request (ASR), or another industry standard eventually adopted and mutually agreed to by the Parties to replace the ASR for local service ordering.

6.2 Subject to 6.3 below, the standard interval used for the provisioning of Local Interconnection trunk groups shall be determined by Desired Due Date, but in no event shall it be longer than ten (10) working days from the receipt

of an error-free ASR for orders of 96 trunks or fewer for additions to local trunk groups, or forty-five (45) working days from the receipt of an error-free ASR for establishment of 96 trunks or fewer new trunk groups.

6.3 Orders that comprise a major project (i.e., more than 96 new or additions) that directly impact the other party may be submitted at the same time, and their implementation shall be jointly planned and coordinated. Major projects are those that require the coordination and execution of multiple orders or related activities between and among BellSouth and MCIIm work groups, including but not limited to the initial establishment of Local Interconnection or transit trunk groups and service in an area, NXX code moves, re-homes, facility grooming, or network rearrangements.

6.4 For intraLATA toll service and local exchange service, the blocking level from originating NID to terminating NID will be engineered not to exceed 1% in any hour, except under conditions of service disruption. For access to or egress from a long distance network, the blocking rate will be engineered not to exceed 0.5% in any hour.

6.5 The Parties shall share responsibility for all Control Office functions for Local Interconnection trunks and trunk groups, and both Parties shall share the overall coordination, installation, testing, and maintenance responsibilities for these trunks and trunk groups.

6.6 Where MCIIm interconnects with a third party through BellSouth, MCIIm is responsible for all Control Office functions for such other Interconnection trunks and trunk groups, and is responsible for the overall coordination, installation, testing, and maintenance responsibilities for these trunks and trunk groups.

6.7 MCIIm and BellSouth shall provide to each other test-line numbers and access to test lines for the purpose of testing BST/MCIIm interconnection trunk groups.

## Section 7. Network Management.

7.1 Protective Protocols - Either party may use protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic toward each others network, when required to protect the public switched network from congestion due to facility failures, switch congestion or failure, or focused overload. MCIIm and BellSouth will immediately notify each other of any protective control action planned or executed.

7.2 Expansive Protocols - Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily

relieve network congestion due to facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. MCIIm and BellSouth will immediately notify each other of any expansive protocols planned or executed.

7.3 Mass Calling - MCIIm and BellSouth shall cooperate and share pre-planning information, where available, regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, to prevent or mitigate the impact of these events on the public switched network.

7.4 High Volume Calling Trunk Groups. At MCIIm's request, the Parties will cooperate to establish separate trunk groups or provide some other means of protective controls (i.e., call gapping) for the completion of calls to high volume customers, such as radio contest lines.

7.4.1 Both parties agree to terminate each party's mass calling codes as local traffic. Parties agree that each will put in place controls for NXX's that are dedicated for media stimulated mass calling.

7.4.2 Further, each Party shall provide notification to the other Party when a new routing code (a.k.a. "oddball code") is being established. Notification is not required for new routing codes being established as the direct result of an NPA split, but notification is required for NPA overlays.

## Section 8. Third Party Transit Traffic.

8.1 Tandem Switching shall provide connectivity to transit traffic to and from other carriers.

8.1.1 Each Party shall transit all traffic delivered by the other Party, destined to third party LECs, CLECs or CMRS providers in the LATA that subtend the transiting Party's switch. Each Party also shall transit all traffic delivered by a third party LEC, CLEC, or CMRS provider in the LATA, destined to the other Party or a switch subtending the other Party. Routing and billing of transit traffic is as specified in Section 9 of this Attachment.

8.1.2 Each Party shall terminate all traffic delivered by the other Party from third party LECs, CLECs or CMRS providers in the LATA, and destined to the terminating Party's switch. Routing and billing of transit traffic is as specified in this Attachment.

## Section 9. Compensation For Call Termination.

### 9.1. General.

9.1.1 For the purposes of compensation for call termination under this Agreement, the traffic exchanged between MCIIm and BellSouth will be classified as Local Traffic, IntraLATA Toll Traffic, Transit Traffic, or switched access Traffic. The Parties agree that, notwithstanding the classification of traffic under this Agreement, either Party is free to define its own local calling areas for the purposes of providing Telecommunications Services to its own Customers.

### 9.2 Usage Measurement.

9.2.1 Each Party is responsible for the accuracy and quality of its data as submitted to the other.

9.2.2 Each Party will include in the information transmitted to the other for each call being terminated on the other Party's network the originating CPN, if recorded, otherwise ANI or billing telephone number (BTN) will be provided, where recorded. Where ANI or BTN are not recorded, the telephone number assigned to the trunk group for recording purposes will be inserted in the BTN field to the extent the telephone number has been provided by the originating carrier.

9.2.3 Each Party will calculate terminating Interconnection minutes of use based on standard AMA recordings made within each Party's network. These recordings are the basis for each Party to determine the minutes of use to be billed to the other Party.

9.2.4 Measurement of minutes of use over Interconnection trunk groups will be in actual conversation seconds for terminating usage and network access duration seconds including unanswered attempts for originating usage.

9.3 Compensation for the Termination of Local Traffic. Local Traffic is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or other local calling area associated with the originating exchange (e.g., Extended Area Service) as defined and specified in Section A3 of BellSouth's General Subscriber Service Tariff. Designation of Local Traffic is not dependent on the type of switching technology used to switch and terminate such Local Traffic, including the use of packet switching. Nothing herein is intended to require the payment of reciprocal compensation for packets exchanged between the Parties.



9.3.1 Local Traffic does not include, and the Parties shall not bill or pay reciprocal compensation for, calls where a Party willfully sets up a call, or colludes with a third party to set up a call, to the other Party's network for the purpose of receiving reciprocal compensation, and not for the purpose of providing a telecommunications service to an End User in good faith.

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9.3.3 The Parties have been unable to agree on the treatment of IP telephony traffic for the purposes of reciprocal compensation. The Parties shall incorporate the decision of the Commission in Docket No. 000075-TP regarding the treatment of IP telephony traffic, retroactive to the effective date of this Agreement

9.3.4 Except as otherwise provided in Section 9.4.1 below, MCIIm shall not bill BellSouth a tandem rate when MCIIm does not use a tandem to terminate BellSouth's originating traffic, subject to MCIIm's right to charge the tandem rate prospectively upon a determination by the Commission in Docket No. 000075-TP, and any applicable subsequent proceedings, that it is appropriate.

9.4 Left Blank Intentionally.

9.4.1 The rates for reciprocal compensation (call transport and termination) are as set forth in Attachment 1. The Parties agree that based upon data provided by MCIIm to BellSouth, MCIIm has made the requisite showing that its switch(es) serves the same geographic area as BellSouth's tandem switch and that it is entitled to the tandem interconnection rate in the markets specified in Section 9.4.1.1 below. In such markets MCIIm shall charge BellSouth for tandem switching and end office switching at the rates set forth in Attachment 1 to this Agreement for terminating Local Traffic. In addition, in such markets MCIIm shall charge BellSouth for common transport where common transport is actually used in the termination of a call at a rate equal to one-half of the facility termination charge for common transport per minute of use for terminating Local Traffic. In markets covered by this Agreement other than those specified in Section 9.4.1.1, subject to Section 9.3.4 above, MCIIm shall charge BellSouth only end office switching at the rates set forth in Attachment 1 for terminating Local Traffic. In all markets covered by this Agreement, BellSouth shall charge MCIIm for tandem switching, end office switching and common

transport at the rates set forth in Attachment 1 where those elements are actually used in the termination of Local Traffic.

- 9.4.1.1 The markets in which MCIIm will bill BellSouth for tandem switching and for the common transport component described in Section 9.4.1 above are: Miami and Orlando local calling areas, as described in Section 9.3 above.
- 9.4.1.2 Notwithstanding anything to the contrary in this Agreement, the Parties agree that the reciprocal compensation provisions set forth herein shall be effective prospectively as of March 1, 2002, and the Parties shall not true up any amounts paid or not paid for reciprocal compensation for Local Traffic prior thereto.

9.4.2 For the purposes of traffic terminated by BellSouth pursuant to 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). The Parties are unable to agree on a definition of Tandem Switching for traffic terminated by MCIIm, and the Parties will incorporate the decision of the Commission in Docket No. 000075-TP, and any applicable subsequent proceedings.

9.4.3 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.

9.4.4 If MCIIm utilizes a switch outside the LATA and BellSouth chooses to purchase dedicated or common (shared) transport from MCIIm for transport and termination of BellSouth originated traffic, BellSouth will pay MCIIm no more than the airline miles between the V & H coordinates of the Point of Interconnection within the LATA where MCIIm receives the BellSouth-originated traffic and the V & H coordinates of a point on the LATA boundary in the direction of the MCIIm switch or at a point otherwise agreed to by the Parties. For these situations, BellSouth will compensate MCIIm at either dedicated or common (shared) transport rates specified in Attachment 1 of this Agreement and based upon the functions provided by MCIIm as defined in this Attachment.

9.4.5 Neither Party shall represent Switched Access Services traffic as Local Traffic for purposes of payment of reciprocal compensation.

9.4.6 Left Blank Intentionally

#### 9.4.7 Compensation for ISP-bound Traffic

9.4.7.1 ISP-bound Traffic is defined as calls to an Internet service provider that are dialed by using a local dialing pattern. ISP-bound Traffic is not considered Local Traffic subject to reciprocal compensation, but instead is information access traffic subject to compensation as described by the FCC in its *Order on Remand and Report and Order*, CC Docket Nos. 96-98 and 99-68, FCC 01-31 (released April 27, 2001) (“ISP Remand Order”). All combined ISP-bound Traffic and Local Traffic delivered to one Party by the other Party, including via UNE-P (subject to Section 9.4.8.1.3), that exceeds a 3:1 ratio of terminating to originating traffic on a statewide basis is ISP-bound Traffic. All combined ISP-bound Traffic and Local Traffic delivered to one Party by the other Party, including via UNE-P (subject to Section 9.4.8.1.3), that does not exceed a 3:1 ratio of terminating to originating traffic on a statewide basis is Local Traffic.

- 9.4.7.2 Each Party shall calculate, in accordance with subsection 9.6.1 of this Attachment, the Local Traffic and ISP-bound Traffic that it terminates from the other Party.
- 9.4.7.3 Subject to Section 9.4.7.8.1 below, for the period beginning on June 14, 2001 and ending on December 13, 2001, the terminating Party will bill the originating Party a rate of \$.0015 per minute of use (MOU) for ISP-bound Traffic delivered to the terminating Party.
- 9.4.7.4 Subject to Section 9.4.7.8.1 below, to the extent that this Agreement remains in effect, beginning on December 14, 2001, and ending on June 13, 2003, the terminating Party will bill the originating Party a rate of \$.0010 per MOU for ISP-bound Traffic delivered to the terminating Party.
- 9.4.7.5 To the extent that this Agreement remains in effect, beginning on June 14, 2003 the terminating Party will bill the originating Party a rate of \$.0007 per MOU for ISP-bound Traffic delivered to the terminating Party.
- 9.4.7.6 Notwithstanding anything to the contrary in this Agreement, the volume of ISP-bound traffic for which one Party may bill the other shall be capped as follows:

9.4.7.6.1 Subject to Section 9.4.7.8.1 below, for ISP-bound Traffic exchanged during the year 2001, and to the extent this Agreement remains in effect during that year, compensation at the rates set out above shall be billed by the terminating Party to originating Party on ISP-bound Traffic minutes only up to a ceiling equal to, on an annualized basis, the number of ISP-bound Traffic minutes which the terminating Party terminated from the originating Party during the first quarter of 2001, plus a ten percent growth factor.

9.4.7.6.2 For ISP-bound Traffic exchanged during the year 2002 and to the extent this Agreement remains in effect during that year, compensation at the rates set out above shall be billed by the terminating Party to the originating Party on ISP-bound Traffic minutes only up to a ceiling equal to the number of ISP-bound Traffic minutes for which the terminating Party was entitled to compensation in 2001, plus a ten percent growth factor.

9.4.7.6.3 For ISP-bound Traffic exchanged during the year 2003 and beyond, and to the extent this Agreement remains in effect during those years, compensation at the rates set out above shall be billed by the terminating Party to the originating Party only on ISP-bound Traffic minutes up to a ceiling equal to the year 2002 ceiling.

9.4.7.7 If an authoritative body with appropriate jurisdiction determines that any portion of the ISP Remand Order is unlawful or invalid, or otherwise modifies the ISP Remand Order, the Parties shall amend this Agreement to incorporate the ruling of such authoritative body.

9.4.7.8 BellSouth shall offer to exchange both Local Traffic and ISP-bound Traffic with LECs, CLECs, and CMRS providers, subject to the rate caps in the ISP Remand Order. If, in the future, BellSouth chooses not to offer to exchange both Local Traffic and ISP-bound Traffic with LECs, CLECs, and CMRS providers, subject to the rate caps in the ISP Remand Order, then the rate for ISP-bound Traffic termination shall be the rate for reciprocal compensation for Local Traffic as set forth in Attachment 1 of this Agreement. If the Parties are

unable to agree on whether BellSouth is offering to exchange traffic as described in this Subsection 9.4.7, they shall invoke the dispute resolution procedures in Part A of this Agreement.

9.4.7.8.1 Notwithstanding anything to the contrary in this Agreement, the Parties agree that the intercarrier compensation provisions set forth herein shall be effective prospectively only. The Parties shall not true up any amounts paid or not paid for intercarrier compensation for ISP-bound Traffic prior to March 1, 2002.

9.4.7.9 ISP-bound Traffic shall be subject to the trunking requirements set forth in Section 2 of this Attachment.

9.4.7.10 The Parties have been unable to agree on the treatment of NPA-NXX codes assigned to end users outside the rate center to which the NPA-NXX is assigned, for the purposes of reciprocal compensation and/or switched access charges. The Parties will incorporate the decision of the Commission in Docket No. 000075-TP with regard to the assignment of NPA-NXX codes to end users outside the rate center to which the NPA-NXX is assigned (including foreign exchange traffic) retroactive to the effective date of this Agreement.

9.4.8 The Parties shall implement the following business rules to govern future reciprocal/inter-carrier compensation billing and dispute resolution processes in addition to, and not in lieu of, the business rules set forth elsewhere in this Agreement.

9.4.8.1 By June 30, 2002, the Parties will exchange the necessary data at a sufficient level of detail to permit BellSouth to validate the terminating usage amounts recorded and billed by MCIIm and to permit MCIIm to validate the BellSouth originating usage measurement audit system. The Parties agree to correct any noted deficiencies as a result of this validation process.

9.4.8.1.1 Once validated, the connectivity billings by MCIIm will be based on MCIIm's switch usage measurements, and BellSouth will not withhold intercarrier compensation based on usage

disputes where the variance between MCIIm's billed usage and BellSouth's recorded originating usage is not greater than 1.5%.

9.4.8.1.2 Where the usage variance is greater than 1.5%, BellSouth may withhold payment for the disputed minutes of use so long as BellSouth supplies to MCIIm, along with its dispute notification, its usage data at a sufficient level of detail to enable comparisons of usage data with MCIIm. Any inter-carrier compensation amounts in dispute and withheld by BellSouth will be quantified and provided to MCIIm in BellSouth's dispute notification letter. The Parties will use their best efforts to resolve any disputes involving the withholding of inter-carrier compensation within 45 days of BellSouth's dispute notification letter. If the Parties are unable to resolve the dispute within 45 days, the dispute will be resolved in accordance with Section 22 of the General Terms and Conditions of this Agreement.

9.4.8.1.3 The Parties will exchange data and information by July 31, 2002, in order to come to an agreement on the data sources and a methodology for identifying the Local Traffic originating from MCIIm's UNE-P customers that terminate to BellSouth for purposes of including that originating traffic in the calculation of the 3:1 ratio described in Section 9.4.7.1 for connectivity billing purposes.

9.4.8.2 By July 31, 2002, the Parties will exchange the necessary data to permit MCIIm to validate the processes and systems by which BellSouth calculates its quarterly Percentage Local Usage (PLU). The Parties will correct any noted deficiencies as a result of this validation process. Once validated, MCIIm will apply the BellSouth provided quarterly PLU to MCIIm's terminating usage measurements to determine the amount of minutes of use of Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic to be billed to BellSouth.

## 9.5 Compensation for IntraLATA Toll Calls and intraLATA Toll Free Service Calls

9.5.1 When, acting as an intraLATA toll carrier, MCIIm delivers an MCIIm end user-originated intraLATA toll call to BellSouth for termination to a BellSouth end user, MCIIm shall compensate BellSouth at BellSouth's Commission-filed and effective intrastate Switched Access tariff rate. When, acting as an intraLATA toll carrier, BellSouth delivers a BellSouth end user-originated intraLATA toll call

to MCIIm for termination to a MCIIm end user, BellSouth shall compensate MCIIm at the interstate rate levels established in the FCC's Seventh Report and Order, released April 27, 2001, establishing benchmarks for CLEC interstate access rates in CC Docket No. 96-262, and will reduce such rates over time as prescribed by that FCC Order. When a third party acts as an intraLATA toll carrier, the Parties shall charge such intraLATA toll carrier, pursuant to Section 9.8 of this Attachment. Where the originating Party is not the toll carrier for the call, such call shall be delivered to the other Party using GR-394.

9.5.2 When a Party's customer originates an intraLATA Toll Free call, that Party shall charge the appropriate Toll Free carrier originating access and data base query charges in accordance with its Commission-filed and effective Switched Access tariff. No charges for transport and termination of Local Traffic shall apply to such calls. Appropriate records shall be provided in the standard EMI format.

#### 9.6 Determination of Jurisdiction.

9.6.1 The Parties will use the calling party number (CPN) to determine the jurisdiction of billed traffic. If the jurisdiction of traffic cannot be determined based on the CPN, the Parties will jointly exchange industry standard jurisdictional factors, such as PIU and PLU as established pursuant to Section 21 of Part A of this Agreement.

#### 9.7 Compensation for the Termination of Local Transit Traffic.

9.7.1 Transit Traffic Service. Rates for transiting local transit traffic shall be as set forth in Attachment 1 of this Agreement. Wireless Type 1 traffic shall not be treated as transit traffic from a routing or billing perspective. Wireless Type 2A traffic shall not be treated as transit traffic from a routing or billing perspective until BellSouth and the Wireless carrier have the capability to properly meet-point-bill in accordance with MECAB guidelines. BellSouth shall either pass on to the wireless carrier the reciprocal compensation payments received from MCIIm or indemnify MCIIm as to any claim a wireless carrier may raise concerning reciprocal compensation payments MCIIm makes to BellSouth.

9.7.2 The Parties agree to deliver transit traffic to the terminating carrier; provided, however, that the originating Party is solely responsible for negotiating and executing any appropriate contractual

agreements with the terminating carrier for the receipt of this traffic through the transiting Party's network. The transiting Party will not be liable for any compensation to the terminating carrier or to the originating Party. The Parties shall, however, provide each other with any available information necessary to measure and bill for such traffic.

## 9.8 Compensation for Switched Access Traffic.

9.8.1 The Parties will establish Meet Point Billing arrangements in order to provide Switched Access Services to third party intraLATA and interLATA toll carriers via BellSouth's Access Tandem Switches, in accordance with MECAB guidelines.

9.8.2 For interstate and intrastate traffic, the Parties will charge third party toll carriers in accordance with each Party's respective Commission or FCC filed and effective Switched Access tariff.

9.8.3 Billing to third party toll carriers for Switched Access Services jointly provided by the Parties via Meet Point Billing arrangements, will be done by the multiple bill/multiple tariff method. As described in MECAB, each Party will render a bill in accordance with its own tariff for that portion of the service it provides. For the purposes of this Agreement, MCIIm is the Initial Billing Company ("IBC") and BellSouth is the Subsequent Billing Company ("SBC").

9.8.4 The Parties will maintain provisions in the National Exchange Carrier Association ("NECA") Tariff No. 4, or any successor tariff, sufficient to reflect this Meet Point Billing arrangement, including Billing Interconnection Percentages ("BIPs").

9.8.5 Information will be exchanged in the Exchange Message Interface ("EMI") format, via a method currently used by the Parties, or by some other method mutually agreeable. When the Parties use CONNECT:Direct, the recording Party agrees to use its best efforts to provide to the IBC, at no charge, the switched access detailed usage data in 1101XX records within 48 hours, but in no event more than 60 days, after the recording date. The IBC will provide the switched access summary usage data in 1150XX records to the SBC and all other subsequent billing third parties within 10 days of rendering the initial bill to the third party toll carrier. Each Party will notify the other when it is not feasible to meet these requirements.



9.8.6 Errors may be discovered by MCIIm, or BellSouth. Each Party agrees to provide the other Party with notification of any discovered errors within ten business days after discovery.

9.8.7 In the event of a loss or damage of data, the Parties agree to cooperate to reconstruct the lost or damaged data within 48 hours after notification and if such reconstruction is not possible, to accept a reasonable estimate of the lost data. This estimate may be based on several methodologies, such as an estimate of the volume of lost messages and associated revenue based on information available concerning the average revenue per minute for the average interstate or intrastate call or based upon at least three, but no more than 12 months of prior usage data, if available. Each Party will retain for a minimum period of ninety (90) 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.

9.8.8 BellSouth shall provide MCIIm, via the internet, with updates of the billing name, billing address, and Carrier Identification Codes (CICs) of all third party toll carriers originating or terminating traffic at BellSouth's Access Tandems in order to comply with the Meet Point Billing notification process as outlined in MECAB.

9.8.9 If category 1101XX records are not submitted by the SBC in a timely fashion, the Parties agree to cooperate to estimate the billing to the IXCs in accordance with the IBC's Switched Access tariffs for estimating usage. The SBC will be liable to the IBC for the amount of lost revenue, as determined by the estimate. If there is a disagreement as to the estimate, the Parties shall negotiate a settlement.

9.8.10 If category 1150XX records are not submitted by the IBC in a timely fashion, the Parties agree to cooperate to estimate the billing to the third party toll carriers in accordance with the SBC's Switched Access tariffs for estimating usage. The IBC will be liable to the SBC for the amount of lost revenue, as determined by the estimate. If there is a disagreement as to the estimate, the Parties shall negotiate a settlement.

9.9 To the extent applicable, the following rate elements will be billed in accordance with each Party's respective switched access tariffs:

9.9.1 Interstate Switched Access. Terminating to or originating from MCIIm Customers

Rate Element	Company
Carrier Common Line	MCIm
Local Switching	MCIm
Interconnection Charge	MCIm
Common Trunk Port	MCIm
Tandem Transport Fixed	50% MCIm / 50% BellSouth
Tandem Transport Variable	Based on negotiated BIP*
Tandem Switching	BellSouth
Common MUX	BellSouth
Entrance Facility	BellSouth
Dedicated Tandem Transport	BellSouth
800 Database Query	LEC that performs the query

9.9.2 Intrastate Switched Access. Terminating to or originating from MCIm Customers

Rate Element	Company
Carrier Common Line	MCIm
Local Switching	MCIm
Interconnection Charge	MCIm
Common Trunk Port	MCIm
Tandem Transport Fixed	50% MCIm / 50% BellSouth
Tandem Transport Variable	Based on negotiated BIP*
Tandem Switching	BellSouth
Common MUX	BellSouth
Entrance Facility	BellSouth
Dedicated Tandem Transport	BellSouth
800 Database Query	LEC that performs the query

\* BIPs previously negotiated have been entered into NECA FCC Tariff No. 4. Future BIPs will be negotiated and mutually agreed to by both Parties and entered into NECA FCC Tariff No. 4.

9.10 Compensation for the Termination of Traffic to Ported Numbers.

9.10.1 The Parties agree that, under INP, terminating compensation for calls to ported numbers should be received by each customer's chosen local service provider as if each call to a customer had been originally addressed by the calling party to a telephone number bearing an NPA-NXX directly assigned to the customer's chosen local service provider.

9.11 When MCIIm orders or uses BellSouth unbundled Network Elements pursuant to Attachment 3 of this Agreement, those elements ordered or used shall be considered part of MCIIm's network for the purpose of calculating reciprocal compensation and switched access charges, subject to this Section 9.11. Where MCIIm utilizes BellSouth's unbundled switching, for local transit traffic originated by a third party and terminated to an MCIIm end user, MCIIm shall be entitled to reciprocal compensation from the third party originating such local transit traffic. Notwithstanding the foregoing, MCIIm is not entitled to reciprocal compensation from BellSouth for termination of BellSouth originated Local Traffic in instances where MCIIm utilizes BellSouth's unbundled switching and where BellSouth does not bill MCIIm for the terminating usage on that unbundled switching.